

**REQUEST FOR PROPOSAL (HEREINAFTER REFERRED TO AS RFP)  
FOR BIDDING PROCEDURE THROUGH TARIFF BASED  
COMPETITIVE BIDDING FOR THE DEVELOPMENT OF ROOFTOP  
SOLAR POWER PROJECTS OF 4 MW IN NEW DELHI MUNICIPALITY  
AREA AND THE PROCUREMENT OF ELECTRICITY GENERATED  
WHEREFROM BY NDMC IN THE STATE OF DELHI.**



**नई दिल्ली नगरपालिका परिषद्**  
**NEW DELHI MUNICIPAL COUNCIL**  
**PALIKA KENDRA : SANSAD MARG**  
**NEW DELHI - 110001**  
**PABX No. 011-41501354-60**

**Issued by:**

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**Date:** 16<sup>th</sup> July, 2014

**REQUEST FOR PROPOSAL  
NOTIFICATION INVITING TENDERS (NIT)  
FOR ROOFTOP SOLAR POWER PROJECT**

1. The New Delhi Municipal Council hereby invites interested companies thereof (“**Bidders**”) to bid for the Request for Proposal (“**RFP**”) to participate in the bidding process for the selection of a Selected Bidder for development of rooftop solar PV power projects (“**Projects**”) and procurement by **NDMC**, (hereinafter also referred as “**Procurer**”) of power generated by such Project for 25 years through competitive bidding process. The responsibility of each of the Selected Bidder(s) would be to develop Projects on Government Buildings located in New Delhi Municipal Area and supply power to Procurer as per the terms and conditions of the RFP Documents.
2. **Bidding Process:** The NDMC seeks to qualify and select a Bidder for the development of Projects in New Delhi and supply of power as aforesaid through this bidding process. For the purpose of selection of the Selected Bidder(s), Bidders shall be required to submit both Non-Financial Bid and Financial Bid simultaneously in a TWO bid process as per the timelines mentioned in para 8 of this notification. Bidders who meet the Qualification Requirement as specified in the RFP will be Qualified Bidders and the Financial Bids of all such Qualified Bidders shall be opened and evaluated as per provisions of the RFP for the purpose of selection of Selected Bidder(s).
3. **Procurement of power:** Procurer intends to procure power from the multiple Projects to be delivered at the Interconnection Point for a period of years from the Scheduled Commercial Operation Date in accordance with the terms of the Relevant PPA 15.
4. **Commencement of supply of power:** The Selected Bidder(s) shall have to commence the supply of power on the Scheduled Commercial Operation Date in accordance with the provisions of the Relevant PPA.
5. **Tariff:** NDMC will sign a PPA to procure the Power generated as quoted in financial bid.
6. **Documents:** For the benefit of the prospective Bidders, the NDMC has collected certain information and documents relevant to the Projects. Bidders can collect the information from NDMC office directly.
7. **Receipt and Opening of Bid:** Bid must be delivered to the address mentioned above on or before 1700 hours (IST) on 10<sup>th</sup> **October 2014** (last date of submission of Bid) and the Bids will be opened on the same day at 1800 hours (IST), in the presence of Bidder’s representatives who wish to attend. 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 at the place of submission of Bid, on which day the Bid received shall be opened. Note that the bid date and time may be amended in accordance with the RFP and any such amendment shall be notified to the recipients of the bid documents.
8. **Nodal Person for enquiries and clarifications** All correspondence, clarifications in respect of the RFP and submission of the Bid shall be addressed to:

**Name:** Mr O.P Mishra  
**Designation:** Director - Projects  
**Address:** Room No. 7008, Palika Kendra Building  
Parliament Street, New Delhi – 110001  
**Phone:** +011-41501383  
**Email:** [mishraop@hotmail.com](mailto:mishraop@hotmail.com)  
**Date:** 24 S e p t , 2014

9. All capitalized terms/words and expressions used in this notification but not defined herein shall have the same meaning as ascribed to them in the RFP.

## **DISCLAIMER**

1. The information contained in this RFP or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form by or on behalf of NDMC or the Government of Delhi or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by NDMC to the prospective Bidders or any other party. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Bid. This RFP includes statements, which reflect various assumptions and assessments arrived at by NDMC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP 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 RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NDMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person including any 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 RFP or otherwise including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid stage.
5. NDMC 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 RFP.
6. NDMC 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 RFP.
7. The issue of this RFP does not imply that NDMC is bound to select a Bidder or to appoint a sponsor or concessionaire, as the case may be, for the Project and

NDMC reserves the right to reject all or any of the Bidders or Bids or discontinue or cancel the bidding process without assigning any reason whatsoever.

8. 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 NDMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and NDMC 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.

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### **DEFINITIONS**

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## DEFINITIONS

Any capitalized term, used but not defined in the RFP, shall have the meaning ascribed to such term in the RFP Documents. In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Electricity Act 2003, the CERC (Terms and Conditions of Tariff) Regulations 2009, the Grid Code or any other relevant electricity law, rule or regulation prevalent in India, as amended or re-enacted from time to time, in that order. **The following terms are defined for use in the RFP:**

**“Affiliate”** shall mean a company that either directly or indirectly

- i. controls or
- ii. is controlled by or
- iii. is under common control with a Bidding Company (in the case of a single company) or a Member (in the case of a Consortium) and **“control”** means ownership by one company of at least fifty one percent (51%) of the voting rights of the other company. As an illustration of a chart is annexed hereto as Format 5.10;

**“Appropriate Commission”** shall mean the New Delhi Electricity Regulatory Commission and the Central Electricity Regulatory Commission set up under the Electricity Act 2003;

**“Bid”** shall mean the Non-Financial Bid and the Financial Bid(s) submitted by the Bidder, in response to the RFP, in accordance with the terms and conditions hereof;

**“Bid Deadline”** shall mean the last date and time for submission of Bid in response to the RFP as specified in the RFP as may have been extended in accordance with the RFP;

**“Bidding Company”** shall refer to such single company that has submitted the Bid in accordance with the provisions of the RFP;

**“Bid Evaluator” or “NDMC”** shall mean New Delhi Municipal Council, including its successors and permitted assigns;

**“Bid Validity”** shall have the meaning ascribed to it in Clause 2.9.1;

**“Commercial Operation Date”** shall have the meaning ascribed to it in the Relevant PPA;

**“Conflict of Interest”** A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process under the RFP if they have a relationship with each other, directly or indirectly through a common company, that puts them in a position to have access to information about or influence the Bid of another Bidder;

**“Consents, Clearances and Permits”** shall mean all authorizations, licenses, approvals, registrations,

permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities or supply of power;

“**Contract Period**” shall have the meaning ascribed to it in Clause 1.3.1;

“**Contract Year**” shall mean the period beginning on the Commercial Operation Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year shall end on the last day of the term of the Relevant PPA or the date of its early termination, whichever is earlier;

“**Development Security**” means the bank guarantee from a nationalized bank/ scheduled commercial bank in India to be provided by the Selected Bidder or the Project Company (as the case may be) to NDMC pursuant to Clause 2.13

“**Electricity**” means the electrical energy in kilowatt hours;

“**Electricity Act 2003**” shall mean the Electricity Act, 2003 and any rules, amendments, regulation, notifications, guidelines or policies issued there under from time to time;

“**Financial Bid**” shall mean for each Project, Envelope II of the Bid, containing the Bidder’s Quoted Tariff as per the Format 4.10 of the RFP for such Project;

“**Financial Criteria**” means the criteria specified in Clause 2.1.2.1;

“**Financially Evaluated Entity**” shall mean the Financial Member that has been evaluated for the satisfaction of the Financial Criteria;

“**Financial Member**” shall have the meaning set out in Clause 2.1.3;

“**NDMC**” shall mean New Delhi Municipal Council, which has been nominated by the Government of Delhi to enter into the Project Implementation Agreement with the Solar Company to implement the Projects;

“**Interconnection Points**” shall for each Project mean the points where the power from each of the rooftop PV power generation installation of the Solar Company is injected into the distribution system of Procurer and will be mutually agreed by Solar Company and Procurer based on the interconnection scheme annexed to Schedule 8 of the Relevant PPA;

“**Law**” shall mean (i) any law of Republic of India or (ii) unless otherwise specified, the law of any other applicable jurisdiction, in each case including all orders, rules, regulations, executive orders, decrees, policies, judicial decisions (including writ, injunction, decree or award), determinations or awards, notifications, or directives made pursuant thereto, issued or, (in case of treaties) entered into by a Statutory Entity, applicable to this RFP and the exercise, performance and discharge of the respective rights and obligations of the relevant parties hereunder, as may be in force and effect during the subsistence of this Agreement and as each may be amended or supplemented from time to time;;

**“Letter of Intent”** or **“LOI”** shall mean the letter to be issued by NDMC to the Selected Bidder(s) for supply of power pursuant to Clause 3.5 of the RFP;

**“Networth Company”** shall have the meaning set out in Clause 2.1.5

**“Non Financial Bid”** shall mean Envelope I of the Bid containing the documents as specified in Clause 2.4.1.1 of the RFP

**“PPA”** shall mean for each Project the agreement to be entered into between Procurer and the Solar Company pursuant to which the Solar Company shall supply power to Procurer.

**“Procurer”** shall mean NDMC, including its successors and permitted assigns;

**“Project Company”** shall mean the company, incorporated by the Bidder as per Indian laws

**“Project Implementation Agreement”** shall mean the agreement of that name to be entered into between the Solar Company and NDMC in the form attached as Format 5.5 Enclosure 2;

**“Qualification Requirements”** shall mean the qualification requirements as set forth in Clause 2.1 of the RFP

**“Qualified Bidder(s)”** shall mean the Bidder(s) who, after evaluation of their Non Financial Bid as per Clauses 3.2 and 3.3, are declared by the NDMC as qualified for opening and evaluation of their Financial Bid;

**“Relevant PPA”** shall mean the PPA for each of the two Projects respectively, as relevant;

**“Relevant Building”** shall mean government buildings located in the city of New Delhi Municipal Area, New Delhi, owned by government on which Selected Bidder or Project Company (as applicable) for the purpose of developing the Project awarded to it;

**“RFP”** shall mean this Request for Proposal dated 18<sup>th</sup> July 2014 along with all formats and RFP Documents attached hereto and shall include any modifications, amendments alterations or clarifications thereto;

**“RFP Documents”** shall mean the documents and agreements to be entered into by the parties to the respective agreements in connection with the project along with the PPA

**“Scheduled Commercial Operation Date”** or **“SCOD”** shall have the meaning ascribed to it in the Relevant PPA

**“Selected Bidder”** shall mean with respect to each of the Projects the Bidder selected by the NDMC pursuant to the RFP for implementing the project for supply of power from the Project by itself or through the Project Company as per the terms of the RFP Documents, and to whom a Letter of Intent has been issued;

**“Solar Company”** shall mean with respect to each of the Projects, the Selected Bidder/or the Project Company, as the case may be, who submits the Development Security and Performance Guarantee and executes the Relevant PPA with Procurer and other RFP Documents with NDMC and the rooftop



owners, and who shall be responsible for supplying power to Procurer at the Interconnection Points for the term of the Relevant PPA as per the terms and conditions specified therein;

**“Statutory Auditor”** shall mean the auditor of a company appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law;

**“Technical Criteria”** shall mean the criteria set out in Clause 2.1.2.2;

**“Technically Evaluated Entity”** shall mean the entity that has been evaluated for the satisfaction of the Technical Criteria; and

**“Tie Bidder”** shall have the meaning ascribed to it in Clause 3.5.4;

**“Tariff”** Tariff quoted by the bidder must be levelized flat tariff for 25 Years

# SECTION - 1

## INTRODUCTION

## INTRODUCTION

### SECTION 1

- 1.1 NDMC hereby invites interested Bidders to participate in the bidding process for the selection of a Selected Bidder for the development multiple Solar Rooftop Projects and procurement of power for 25 years through competitive bidding process.
- 1.2 The NDMC proposes to select the Bidder(s) having the prescribed qualifications and whose Quoted Tariff determined to be the Lowest as per the provisions of Clause 3.5 to become the Solar Company in respect award of the project. The Selected Bidder shall enter into the Project Implementation Agreement with NMDC to develop multiple Projects across NDMC area of Delhi. The Solar Company shall supply power to NDMC from such Project pursuant to and as per the terms and conditions of the Relevant PPA to be signed between Procurer and Solar Company.
- 1.3 Power Procurement
- 1.3.1 Scope

Brief scope of power procurement is given as under:

The successful bidders will develop Solar Rooftop Projects in NDMC area on 25 Years lease term basis, generate solar power using the roof & inject the same into Mutually agreed interconnection points as quoted by Bidder .

Sr. No	Scope	Details
1.	Contract Period (in years)	25 years.
2.	Project Capacity (MW)	Capacity ranging from of 100 KWp to 1MWp on each individual roof for solar PV power generation.
3.	Maximum Bid Capacity	4 MW

4. Scheduled Commercial Operation Dates One year from Issue of LOI.
5. Interconnection Point Means the point of injection of the power from each of the rooftop installations comprising the Project which shall be mutually agreed by the Solar Company and Procurer based on the interconnection scheme annexed to the Relevant PPA.
6. Arranging Interconnection Facility The NDMC will arrange the Interconnection Facilities at its own cost and as per the specifications provided in the Relevant PPA.

1.3.2 Details of Procurer containing the following information may be accessed from NDMC

Last three years of the available audited accounts

# SECTION - 2

# INFORMATION AND INSTRUCTIONS FOR BIDDERS

## **SECTION -2**

### **2. INFORMATION AND INSTRUCTIONS FOR BIDDERS**

#### **2.1 Qualification Requirements**

2.1.1 The Bidder should be a corporate entity duly incorporated under the relevant laws of its jurisdiction. The Bidder must meet all the Qualification Requirements.

2.1.2 The Bidder must fulfill the following Qualification Requirements specified in Clause 2.1.2.1 and 2.1.2.2:

2.1.2.1 **Financial Criteria:** Networth of Bidder should be equal to or greater than **Rs. 25 Crore or equivalent USD**. [*Calculated as per provisions mentioned in Note below*]. The computation of networth shall be based on unconsolidated audited annual accounts of most recent financial year preceding the Bid Deadline.

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

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

If the exchange rate for any of the above dates is not available, the rate for the immediately available previous day shall be taken into account.]

Networth shall be computed in the following manner by the Bidder: For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidding Company or Member, as the case may be, may be used for the purpose of financial requirements provided the Bidding Company or Member, as the case may be, has at least twenty six percent (26%) equity in each Networth Company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such Networth Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

#### **Networth**

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

Bidders shall furnish documentary evidence as per the Format 4.6 (A), duly certified by its Statutory Auditor in support of their financial capability.

### 2.1.2.2 Technical Criteria:

The Bidder must fulfill the following minimum technical requirements specified in A ,B ,C and D

- A. The Bidder or its subsidiary company must have experience of development of solar photovoltaic power projects of at least 18 MW capacity as a developer of the project and project shall be operation for last one year..
- B. The Bidder or its subsidiary company must have experience of executing PPA base rooftop solar power projects above 90 kWp capacity in last 3 Financial years from the date of opening of price bid for **Government /SEMI Government /PSU organizations anywhere in India.**
- C. Net Worth of Bidder Company should be 25 Cr. or above.
- D. Average 3 Year Turnover of Bidder should be 100 Cr or above.

Consortium is not allowed to participate in Bidding process.

- 2.1.5 The Bidder may seek qualification on the basis of technical capability of its Subsidiary Company for the purpose of meeting the Qualification Requirements.

The determination of the relationship of Subsidiary Company with the Bidding Company shall be as existing on the date seven (7) days prior to the Bid Deadline. Documentary evidence in form of a certification from a practicing Company Secretary or Statutory Auditor to establish such relationship shall be furnished by the Bidder along with the Bid.

- 2.1.6 A Bidder shall submit only one response to the RFP either individually as Bidding Company
- 2.1.7 Notwithstanding anything stated above, the NDMC reserves the right to verify the authenticity of the documents submitted for meeting the Qualification Requirements and may request for any additional information / documents. The NDMC reserves the right at its sole discretion to contact the Bidder's bank, lenders, financing institutions and any other persons as necessary to verify the Bidder's information/documents for the purpose of qualification.
- 2.1.8 (a) If at any stage of the bidding process, any order / ruling is found to have been passed in the last one (1) year preceding the Bid Deadline by an Appropriate Commission or a competent court of Law against any Bidder or its Affiliates for its material breach of any contract for supply of power having duration of contract in excess of one (1) year to any licensee in India, Bids from such Bidders shall be liable to be rejected.

## 2.2 Submission of Bid by the Bidder

- 2.2.1 The information and/or documents shall be submitted by the Bidder as per the formats specified in Section 4 (Formats for RFP) of this document.
- 2.2.2 The Bidding Company should designate one person to represent the Bidding Company in its dealings with the NDMC. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid etc. The Bidding

Company should submit, along with Bid, a Power of Attorney in original (as per Format 4.2 (a)), authorizing the signatory of the Bid.

#### **2.2.6 Clarifications**

2.2.6.1 The NDMC will not enter into any correspondence with the Bidders, except to furnish clarifications on the RFP and RFP Documents, if necessary. The Bidders may seek clarifications on the RFP and RFP Documents in writing, through a letter or by fax (and also soft copy by e-mail) to reach the NDMC at the address, date and time mentioned in Clause 2.8. For the avoidance of any doubt, it is hereby clarified that there shall be no extension in the Bid Deadline on account of clarifications sought in accordance with this Clause 2.2.6.

2.2.6.2 NDMC is not under any obligation to entertain / respond to suggestions made or to incorporate modifications sought for.

2.2.7 The draft of the PPA have been attached as per Format 5.5 Enclosure -1;

The RFP Documents shall be signed in required number of originals so as to ensure that one original is retained by each party to the agreement(s).

#### **2.2.8 Payment of Project Development Fee, Performance Guarantee and Development Fee**

- (a) Within thirty (30) days of the issue of the Letter of Intent for each Project, the Selected Bidder/ Project Company, as the case may be, shall:
  - (i) provide a valid Performance Guarantee as per the provisions of Clause 2.12 of the RFP; and thereafter
  - (ii) execute the Relevant PPA in required number of originals so as to ensure that one original is retained by each party to the agreement.

Provided that, if for any reason attributable to Procurer or NDMC the Performance Guarantee is not provided by the Selected Bidder(s)/ Project Company within the above period of thirty (30) days of the issue of Letter of Intent as mentioned in this Clause, such period of thirty (30) days shall be extended, on a day for day basis till the end of the Bid validity period.

2.2.9 The cost of all stamp duties payable for executing the RFP Documents shall be borne by the Selected Bidder.

2.2.10 If the Selected Bidder(s) fails or refuses to comply with any of its obligations under Clauses 2.2.9, and provided that Procurer(s) and / or other parties to the respective RFP Documents are willing to execute the said documents, such failure or refusal on the part of the Selected Bidder/ Project Company shall constitute sufficient grounds for cancellation of the Letter of Intent.

#### **2.3 Amendment of RFP**

2.3.1 In case bidder need any further clarifications not involving any amendments in respect of the final RFP and RFP Documents, they should ensure that written request for such clarification is delivered to Procurer / NDMC at least fifteen (10) days prior to the Bid Deadline as mentioned in Clause 2.8, the NDMC may issue clarifications only, at its sole discretion, which is considered reasonable by it. Any such clarification issued shall be sent to all the Bidders to whom the RFP has been issued. Clarifications sought after this date shall not be considered in any manner and shall be deemed not to have been received. There shall be no extension in Bid Deadline on account of clarifications sought as per this Clause.



## **2.4 Bidding Process**

### **2.4.1 Bid Formats**

2.4.1.1 The Bid in response to the RFP shall be submitted by the Bidders in the manner provided in Clause 2.10. The Bid shall comprise of the following:

**(A) Envelope I – Non- Financial Bid comprising of:**

- i. Covering Letter as per prescribed Format 4.1
- ii. Original power of attorney issued by the Bidding Company, in favor of the authorized person signing the Bid, in the form attached hereto as Format 4.2.

Provided that in the event the Bidding Company is a foreign entity, it may submit Board resolutions in place of Power of Attorney for the purpose of fulfilling the above requirements;

Provided further that such Board resolutions, as specified above, in case of a foreign entity, 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 the case of a foreign entity, in the event, any and/or all of the documents/resolutions are in any other language other than English, then a duly notarized copy of such translation shall also be required to be submitted.

- iii. Details for meeting Qualification Requirement as per the prescribed format along with documentary evidence for the same as specified in Clause 2.1;

- iv. Bidders' Undertaking as per the prescribed Format 4.7 (A)

- v. Board Resolution of the Financially Evaluated Entity of the Bidding Company as per prescribed format, duly certified by the Company Secretary or the Managing Director undertaking to provide the entire Development Security and Performance Guarantee in the event of failure of the Bidding Company; or

Board Resolution of the Parent or Ultimate Parent of the Financially Evaluated Entity referred to above, as per prescribed Format 4.8, duly certified by the Company Secretary or the Managing Director undertaking to provide the entire Development Security and Performance Guarantee in the event of failure of the Bidding Company / Member of the Consortium to do so.

Provided that such Board resolutions, as specified above, in case of a foreign entity, 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.

- vi. Checklist for Bid submission requirements as prescribed in Format 4.10;

- vii. Disclosure as per Format 4.11 regarding participation of any related companies in this bidding process;
- viii. Initialed RFP Documents as per format;
- ix. 25 Year Energy Generation Report using PV SYT V 6.25 and Meteoronorm V 7.1.2.15160 for NDMC region in Delhi.

**(B) Envelope II – Financial Bid as per Format 4.10.**

**Bidding Parameter:** The bidding parameter is the Tariff. The Bidder shall inter-alia take into account the following while preparing and submitting the Financial Bid as per the prescribed Format 4.9, duly signed by an authorized signatory.

- o The Bidder shall submit their Tariff and shall specify the same in its Financial Bid as prescribed in Format 4.10 of the RFP.
- o The Financial Bid will comprise of only one part: Flat Tariff for 25 Years

**2.5 The Bidder should note that:**

- (a) If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever in order to create circumstances for the acceptance of its Bid, the NDMC reserves the right to reject such Bid or cancel the Letter of Intent, if issued. If such event is discovered after the date of signing the RFP Documents, consequences specified in the relevant RFP Document shall apply.
- (b) If for any reason the Bid of any Selected Bidder is rejected or Letter of Intent issued to such Selected Bidder is cancelled, Procurer/ NDMC may:
  - i. Consider the next lowest Financial Bid from Bidders other than the Selected Bidder(s) whose Bids are responsive and valid; or
  - ii. Annul the bid process; or
  - iii. Take any such measure as may be deemed fit in the sole discretion of Procurer/ NDMC, as applicable'
- (c) Bid submitted by the Bidders, within the Bid Deadline, shall become the property of the NDMC and shall not be returned to Bidders
- (d) Language of the Bid shall be English only;
- (e) Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter as per Format 4.1;
- (f) The NDMC 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 Procurer/ NDMC;

- (g) Failure by the NDMC to require information from a Bidder that has not been properly provided shall not be construed as waiver on the part of the NDMC of the obligation of the Bidder to furnish the said data / information unless the waiver is in writing;
- (h) The NDMC may verify the Bidder's financial data by checking with the Bidder's lenders / bankers / financing institutions / any other person as necessary;
- (i) The Bidders shall satisfy themselves, on receipt of the RFP, that the RFP is complete in all respects. Intimation of any discrepancy shall be given to the NDMC at the address provided in Para 9 of the notification to the RFP immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of the RFP or from the date on which it was made available in the virtual dataroom for the Project it shall be considered that the issued document, complete in all respects, has been received by the Bidder; and
- (j) The RFP document includes statements, which reflect the various assumptions arrived at by the NDMC in order to give a reflection of the current status in the RFP. These assumptions may not be entirely relied upon by the Bidders in making their own assessments. The RFP 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 the RFP and obtain independent advice from appropriate sources.

## **2.6 Bidder to inform itself fully**

- 2.6.1 The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bid, the Bidder shall be deemed to have examined the laws and regulations in force in India, the grid conditions, and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the supply of power. Accordingly, the Bidder acknowledges that, on being selected as Selected Bidder, it shall not be relieved from any of its obligations under the RFP Documents nor shall be entitled to any extension of time for commencement of supply or financial compensation for any reason whatsoever.
- 2.6.2 The Bidders should particularly acquaint themselves with the technical requirements of integrated grid operation as specified in the, the Delhi Grid Code and the Delhi Distribution Code.
- 2.6.3 In their own interest, the Bidders are requested to familiarize themselves with the Electricity Act, 2003, the Income Tax Act 1961, the Companies Act, 1956, the Customs Act, the Foreign Exchange Management Act 1999, the Environment Protection Act 1986 and Forest (Conservation) Act 1980, the local laws affecting use of rooftop for solar PV installations the regulations framed by regulatory commissions and all other related acts, laws, rules and regulations prevalent in India, as amended from time to time. Procurer/ NDMC shall not entertain any request for clarifications from the Bidders regarding the same. Non-awareness of these laws or such information shall not be a reason for the Bidder to request for extension in Bid Deadline. The Bidder undertakes and agrees that, before submission of its Bid; all such factors as generally stated above, have been fully investigated and considered while submitting the Bid.
- 2.6.4 The Bidder shall familiarize itself with the procedures and time frames required to obtain all Consents, Clearances and Permits required for the supply of power to Procurer. Procurer shall have no liability to obtain any of the Consents, Clearances and Permits required for setting up of the generation facilities and/ or supply of power.

## **2.7 Deleted**

## 2.8 Due Dates

2.8.1 The Bidders should submit the Bids so as to reach the address specified below by 1700 hrs (IST) on 10 October 2014 at the following address:

Mr O.P Mishra  
Director - Projects  
Room No. 7008, Pallika Kendra Building  
Parliament Street, New Delhi – 110001

2.8.2 The following shall be the time schedule for completion of the bidding process

<u>Event</u>	<u>Schedule</u>
Date of Issue of RFP	Wednesday , 24 Sep 2014
Bid submission and opening of Bid	Friday, 10 Oct 2014
Shortlisting of Selected Bidders (s) and issue of Letter of Indent	Monday,20 Oct 2014
Receiving consent on LOI	Thursday 23 Oct.2014
Venue for Pre-Bid Meeting	Council Room, 3rd Floor, Palika Kendra Parliament Street New Delhi

The timelines are indicative may be changed as per discretion of NDMC

## 2.9 Validity of the Bid

2.9.1 The Bidder shall submit the Bid which shall remain valid up to one hundred and twenty (120) days after the Bid Deadline (“**Bid Validity**”). NDMC reserve the right to reject any Bid which does not meet the aforementioned validity requirement

2.9.2 NDMC may solicit the Bidders’ consent for an extension of the period of validity of the Bid. The request and the response in this regard shall be in writing. In the event any Bidder refuses to extend its Bid validity as requested by the NDMC, the NDMC shall not be entitled to invoke the Bid Bond. A Bidder accepting the NDMC’s request for validity extension shall not be permitted to modify its Bid and such Bidder shall, accordingly, extend the validity of the Bid Bond as requested by the NDMC within seven (7) days of such request, failing which the Bid shall not be considered as valid.

## 2.10 Method of Submission

2.10.1 Bids are to be submitted in a single closed cover envelope (as mentioned in Clause 2.10.2) containing Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) each one duly closed separately. Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) should be transcript in the following way;

**Envelope I (Non-Financial Bid) superscript –**

“Bid for selection of Solar Company for procurement of solar power from rooftops”

Name of the Bidder .....

Due for opening on .....

Envelope II: "Financial Bid"

**Envelope II (Financial Bid) for Project -**

[“Financial Bid for selection of Solar Company for procurement of solar power from rooftop Projects]

Name of the Bidder .....

Due for opening on: .....

Envelope II: "Financial Bid"

2.10.2 Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) (mentioned in Clause 2.10.1) for the Bid to be submitted by Bidders should be packed in a single closed cover envelope, with the following superscript:

[“Bid for selection of Solar Company for procurement of solar power from rooftops”]

Due for opening on

Attention: Director - Projects  
Room No. 7008, Pallika Kendra Building  
Parliament Street, New Delhi – 110001

“Name of the Bidder .....”

2.10.3 The Bidders have the option of sending their Bid either by registered post; or speed post; or courier; or by hand delivery, so as to reach NDMC by the Bid Deadline. Bids submitted by telex / telegram / fax / e-mail shall not be considered under any circumstances. NDMC shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline shall be returned unopened.

2.10.4 It may be noted that Non-Financial Bid (Envelope I) shall not contain any information/document relating to Financial Bid. If Non-Financial Bid contains any such information / documents, Procurer/ NDMC shall not be responsible for premature opening of the Financial Bid.

- 2.10.5 All pages of the Bid, except for the Bid Bond (Format 4.9), and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. However, any published document submitted with the Bid shall be signed by the authorized signatory at least on the first and last page of such document.
- 2.10.6 Bidders shall submit the Bid one (1) original plus (2) copies, duly signed by the authorized signatory of the Bidder. The original Bid shall be clearly marked "ORIGINAL", and all other copies are to be clearly marked "COPY OF BID". In the event of any discrepancy between the original and the accompanying copies, only the original shall prevail.
- 2.10.7 If the outer cover envelope or Envelope I (Non-Financial Bid) or Envelope II (Financial Bid) is not closed and not transcript as per the specified requirement, Procurer/ NDMC will assume no responsibility for the Bid's misplacement or premature opening.

## **2.11 Preparation Cost**

The Bidder shall be responsible for all the costs associated with the preparation of the Bid and participation in discussions and attending Pre-bid meetings, and finalization and execution of the RFP Documents, etc., Procurer/ NDMC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this Bid process.

## **2.12 Performance Guarantee**

- 2.12.1 Within thirty (30) days of issue of Letter of Intent, the Selected Bidder(s) either on his/their own behalf or on behalf of the Solar Company, shall provide to Procurer, the Performance Guarantee of Rs. 30.00 lakh/MW (Rupees thirty lacs) against Performance Ratio of minimum 70% in the first year as prescribed in Format
- 2.12.2 Non submission of the Performance Guarantee or the Development Security by the Selected Bidder(s) as per the provisions of Clause 2.13 may lead to the invocation of the Bid Bond, cancellation of the Letter of Intent of such Selected Bidder(s) by the NDMC, and thereafter, the provisions of Clause 2.5 (b) shall be applicable.

## **2.13 Right to withdraw the RFP and to reject any Bid**

- 2.13.1 The RFP may be withdrawn or cancelled by the NDMC at any time without assigning any reasons thereof. The NDMC and the Government of New Delhi further reserve the right, at their complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

- 2.14 The NDMC reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFP and make its own judgment regarding the interpretation of the same. In this regard the NDMC shall have no liability towards any Bidder and no Bidder shall have any recourse to the NDMC with respect to the selection process. The NDMC shall evaluate the Bids using the evaluation process specified in Section 3, at its sole discretion. The NDMC's decision in this regard shall be final and binding on the Bidders.

## **2.15 Confidentiality**

2.15.1 The parties undertake to hold in confidence the RFP and RFP Documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- a) to their professional advisors;
- b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;
- c) disclosures required under applicable Law, without the prior written consent of the other parties of the concerned agreements.

Provided that the Selected Bidder(s) agrees and acknowledges that any of Procurers may at any time, disclose the terms and conditions of the RFP and RFP Documents to any person, to the extent stipulated under the applicable Law or the Bidding Guidelines.

## **2.16 Fraudulent and Corrupt Practices**

2.16.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bid process and subsequent to the issue of the Letter of Intent. Notwithstanding anything to the contrary contained herein, or in the Letter of Intent, the NDMC shall reject a Bid, withdraw the Letter of Intent, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process.

2.16.2 Without prejudice to the rights of the NDMC under Clause 2.16.1 hereinabove and the rights and remedies which the NDMC may have under the Letter of Intent, if a Bidder is found by the NDMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid process, or after the issue of the Letter of Intent, such Bidder shall not be eligible to participate in any tender or RFP issued by the NDMC, during a period of two (2) years from the date such Bidder is found by the NDMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.



## SECTION - 3

# EVALUATION CRITERIA

## **SECTION 3**

### **3. EVALUATION CRITERIA**

#### **3.1 Bid Evaluation The evaluation process comprises the following four steps.**

- Step I – Qualification check of Technical
- Step II – Evaluation of Bidder’s fulfillment of Qualification Requirements as per Clause 2.1
- Step III - Evaluation of Financial Bid
- Step IV – Selected Bidder(s) selection

#### **3.2 STEP I – Responsiveness check of Technical Bid**

The Technical Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the RFP. Subject to Clause 2.5(g), any of the following may cause the Bid to be considered “Non-responsive”, at the sole discretion of Procurer / NDMC:

- Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution as per Clause 2.4.1.1, applicable board resolutions, applicable undertakings, format for disclosure, valid Bid Bond;
- Bid not signed by authorized signatory and / or stamped in the manner indicated in the RFP;
- Material inconsistencies in the information / documents submitted by the Bidder, affecting the Qualification Requirements;
- Information not submitted in the formats specified in the RFP;
- Bid validity being less than that required as per Clause 2.9 of the RFP;
- Bid being conditional in nature;
- Bid not received by the Bid Deadline;
- Bid having Conflict of Interest;
- Bidder delaying in submission of additional information or clarifications sought by NDMC as applicable;
- Bidder makes any misrepresentation as specified in Clause 2.5;
- Energy Production Chart for 25 Years for NDMC region

Each Bid shall be checked for compliance with the submission requirements set forth in the RFP

before the evaluation of Bidder's fulfillment of Qualification Requirement is taken up. Format 4.10 shall be used to check whether each Bidder meets the stipulated requirements.

### **3.3 STEP II– Evaluation of Bidder's fulfillment of Qualification Requirements**

- 3.3.1 Evaluation of Bidder's Qualification will be carried out based on the information furnished by the Bidder as per the prescribed Format 4.6 and related documentary evidence in support of meeting the Qualification Requirements as specified in Clause 2.1. Non-availability of information and related documentary evidence for the satisfaction of Qualification Requirements may cause the Bid to be non-responsive. However, NDMC may seek further clarification, information and document from any Bidder as it may deem necessary. The Bidders shall be required to respond to any such request of the NDMC within the time permitted by NDMC for submission of such clarifications, information and documents. If any Bidder fails, refuses or avoids submission of any such clarification, information or documents within the permitted time, then such Bidders' Bid shall be evaluated in absence of such information and the NDMC shall not be responsible of any consequence thereof, including the rejection of the Bid.
- 3.3.2 The NDMC shall declare the Bidders that have qualified so that their Financial Bids can be opened.

### **Step III - Evaluation of Financial Bid**

- 3.4.1 Financial Bids (Envelope II) of the Qualified Bidders shall be opened in presence of the representatives of such Qualified Bidders, who wish to be present. The evaluation of Financial Bid shall be carried out based on the information furnished in Envelope II (Financial Bid).
- 3.4.2 The Financial Bids submitted by the Bidders shall be scrutinized to ensure conformity with the provisions of Clause 2.4.1.1 (B) of the RFP. Any Bid not meeting any of the requirements as per Clause 2.4.1.1 (B) of the RFP may cause the Bid to be considered "Non-responsive" at the sole decision of the NDMC.

Financial Bids of the Bidders submitting a Bid for both the Projects shall be evaluated separately for each of the Projects.

### **3.5 STEP IV – Selected Bidder(s) Selection**

- 3.5.1 Bids qualifying in Step III shall only be evaluated in this stage.
- 3.5.2 The Quoted Tariff from the Financial Bids for each of the Project of all Qualified Bidders shall be ranked from the lowest to the highest.
- 3.5.3 Subject to Clause 3.6 the Bidder with the Lowest Quoted Tariff for a Project shall be declared as the Selected Bidder for that Project.
- 3.5.4 In the event that two or more Bidders bid the same Quoted Tariff for a Project (the "**Tie Bidders**"), the NDMC shall identify the Selected Bidder based on the Networth of the Tie Bidders. Accordingly, out of the Tie Bidders, the Bidder whose Networth is highest shall be the Selected Bidder.
- 3.5.5 The Letter(s) of Intent shall be issued to a Selected Bidder for each Project selected as per the provisions of this Clause 3.5.
- 3.5.6 There shall be no negotiation on the Quoted Tariff between the NDMC and the Bidder(s) during the process of evaluation.
- 3.5.7 Each Selected Bidder shall unconditionally accept the Letter of Intent, and record on one (1) copy

of the Letter of Intent, "Accepted Unconditionally", under the signature of the authorized signatory of the Selected Bidder and return such copy to the NDMC within seven (7) days of issue of Letter of Intent.

# SECTION - 4

## FORMATS FOR BID SUBMISSION



#### 4.1 Format of Covering Letter

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

Date: \_\_\_\_\_ From : \_\_\_\_\_ (Insert name and address of Bidding Company)

Tel. #: Fax #: E-mail address #

To:

Attention: Director - Projects  
Room No. 7008, Pallika Kendra Building  
Parliament Street, New Delhi – 110001

Sub: **Bid for supply of power on long term basis through Tariff based competitive bidding process for rooftop solar PV project in New Delhi in response to RFP dated ..... [Insert date in dd/mm/yyyy].**

Dear Sir,

We, the undersigned ..... [insert name of the „Bidder“] having read, examined and understood in detail the RFP and RFP Documents for development of the Projects in New Delhi and supply of power on long term basis through Tariff based competitive bidding process for meeting the requirements of Procurer hereby submit our Bid, comprising of Financial Bid(s) and Non-Financial Bid. We confirm that neither we nor any of our Parent Company/ Subsidiary / Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.

1 We give our unconditional acceptance to the RFP, dated ..... [Insert date in dd/mm/yyyy] and RFP Documents attached thereto, issued by the NDMC, as amended. In token of our acceptance to the RFP Documents, the same have been initialed by us and enclosed to the Bid. We shall ensure that the Solar Company shall execute such RFP Documents as per the provisions of the RFP and provisions of such RFP Documents shall be binding on us.

2. We have submitted our Financial Bid strictly as per Format 4.10 of the RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.

#### 3. **Acceptance**

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

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to supply of power.

#### 4. **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 Bid and execute the RFP Documents, in the event of our selection as Selected Bidder. We further undertake and agree that all such factors as mentioned in Clause 2.6 of the RFP have been fully examined and considered while submitting the Bid.

5. **Contact Person**

Details of the contact person are furnished as under:

Name : .....

Designation : .....

Company : .....

Address : .....

Phone Nos. : .....

Fax Nos.:.....

E-mail address: .....

7. We are enclosing herewith the Non Financial Bid (Envelope I) and separate Financial Bid (Envelope II) for the project containing duly signed formats, each one duly closed separately, in one (1) original + 2 (two copies (duly attested) as desired by you in the RFP for your consideration.
8. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from NDMC.
9. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
10. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred and twenty (120) days from the Bid Deadline.
11. We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated in Clause 2.4.1 of the RFP.
12. We confirm that no order / ruling has been passed by an Appropriate Commission or a competent court against us or any of our Affiliates in the preceding one (1) year from the Bid Deadline for breach of any contract for supply of power having duration of contract in excess of one (1) year and that the bid security submitted by the us or any of our Affiliates has not been forfeited, either partly or wholly, in any bid process under Case-1 or Case -2 bidding procedure for procurement of power prescribed by Ministry of Power, Government of India, in the preceding one (1) year from the Bid Deadline to any licensee in India as per the provisions of Clause 2.1.8.

Dated the \_\_\_\_\_ day of \_\_, 2014

Thanking you,

We remain,

Yours faithfully,

**Name, Designation and Signature of Authorized Person in whose name Power of Attorney / Board Resolution as per Clause 2.4.1.1 is issued**



**4.2 Formats for Power of Attorney**

**POWER OF ATTORNEY**

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting Bids are required to follow the applicable law in their country)**

**a) Power of Attorney to be provided by the Bidding Company in favor of its representative as evidence of authorized signatory’s authority.**

Know all men by these presents, We .....(name and address of the registered office of the Bidding Company of the Bidding Consortium, as applicable) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of ..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for supply of power on long-term basis through Tariff based competitive bidding process for meeting the requirements of issued by New Delhi Municipal Corporation(NDMC), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which NDMC may require us to submit. The aforesaid Attorney is further authorized for making representations to the NDMC, and providing information / responses to NDMC, representing us in all matters before the NDMC, and generally dealing with NDMC in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

**Signed by the within named ..... [Insert the name of the executant company]  
through the hand of  
Mr. ....  
duly authorized by the Board to issue such Power of Attorney**

**Dated this ..... day of .....**

**Accepted**  
..... Signature of Attorney (Name, designation and address of the Attorney)

**Attested**  
.....  
**(Signature of the executant) (Name, designation and address of the executant)**

.....  
**Signature and stamp of Notary of the place of execution**

Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

**WITNESS**

1. ....

(Signature)

Name .....

Designation.....

2. ....

(Signature)

Name .....

Designation.....

**Notes:**

- (1) *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).*
- (2) *In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.*
- (3) *Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).*



**4.5 Format for Bidder's composition and ownership structure.**

**1. Corporate Details:**

Please provide the following information for the Bidder.

- a. Company's Name, Address, Nationality and Director's details:

Name:

Registered/Principal Address:

Website Address:

Corporate Identification Number, if any:

Country of Origin:

Address for Correspondence: .....

- b. Year of Incorporation: \_\_\_\_\_

- c. Company's Business Activities:

- d. Name of the authorized representative:

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telefax Number: \_\_\_\_\_

- e. Company's Local Address in India (if incorporated outside India):
- f. Please provide the following documents:
- (i) Copy of the Memorandum and Articles of Association and certificate of incorporation or other equivalent organizational document (as applicable in the case of a foreign company), including their amendments, certified by the company secretary of the Bidding Company/each Member of the Consortium (as Attachment 1)
  - (ii) Authority letter in favor of ..... “NDMC from the Bidding Company/each Member of the Consortium (as per format specified below) authorizing ..... NDMC to seek reference from their respective bankers, lenders, financing institutions and any other person as given below in the Format for Authorization, as per Clause 2.1.7 of the RFP
- g. (Insert this point in case of Bidder being a Bidding Company) Whether the Bidder has already formed a Project Company:.....(Yes/No) If Yes, the details of the Project Company as follows:
- i) Name of the Project Company .....
  - ii) Name of the Equity Holder .....
  - iii) Type and No. of Shares owned .....
  - iv) % of equity holding .....
  - v) Extent of voting control(%) .....
  - vi) Date of incorporation .....

**2. Details of Ownership Structure:**

Details of persons owning 10% or more of the total paid up equity of the Bidding Company

Name of the Bidding Company: ..... Status of equity holding as on.....

Name of Equity Holder	Type and Number of Shares owned	% of Equity Holding	Extent of Voting Control (%)
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			
<b>6</b>			

**Notes:**

- 1 Status of equity holding should be provided not earlier than 30 (thirty) days prior to Bid Deadline.
- 2 The above table is to be filled in separately for each Consortium Member if applicable.

**For and on behalf of Bidding Company**

M/s.....

(Signature of Authorised Representative)

Name:.....

Designation:.....

Date:.....

Place: .....

**FORMAT FOR AUTHORISATION**

(On Non – judicial stamp paper duly attested by Notary Public)

The undersigned hereby authorize(s) and request(s) all our Bankers, a list of which is attached herewith as Annexure A hereto, including its subsidiaries and branches, any person, firm, Councilor authority to furnish pertinent information deemed necessary and requested by NDMC to verify the authenticity of the documents / information submitted by us for meeting the Qualification Requirements in respect of our Bid for supply of power for 25 years through Tariff based competitive bidding process for meeting the requirements of NDMC Power Limited and / or regarding our financial standing and general reputation.

For and on behalf of M/s..... (Insert Name of Bidding Company )

..... Signature and Name of the authorized representative of the Company

Company rubber stamp/seal

.....  
(Signature of Notary Public)

(Name and Address of the Attorney)  
Place:..... Date:.....

**4.6 A : FORMAT FOR QUALIFICATION REQUIREMENT (AS PER CLAUSE 2.1.2)**

To:

Attention: Director - Projects  
Room No. 7008, Pallika Kendra Building  
Parliament Street, New Delhi – 110001

**Dear Sir,**

**Sub: Bid for supply of power for 25 years through Tariff based competitive bidding process for rooftop solar PV projects in New Delhi in response to RFP dated ..... [Insert date in dd/mm/yyyy].**

We submit our Bid / Bids for 4 MW project for which we submit details to satisfy the Qualification Requirements.

**Technical Criteria**

<b>Project Development</b>	<b>Technically Evaluated Entity that undertook the Project</b>	<b>Capacity Developed</b>	<b>Power Procurer</b>	<b>Details of equity held in the relevant project</b>	<b>Relationship with Bidder *</b>
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(\* Please attach the documents specified in Clause 2.1.2.2 to this letter.)



## Financial Criteria

[Note: Applicable in case of Bidding Company]

We certify that the Networth Company had a Networth of Rs. .... Crore or equivalent USD\* computed as per instructions provided in Clause 2.1.2 of the RFP based on unconsolidated audited annual accounts (refer Note-2 below) of the last financial year immediately preceding the Bid Deadline.

Name of Networth Company whose networth is relied on **	Relationship with Bidding Company ***	Networth (Rs. Crore)	Financial Year
1			
2			
3			
<b>Total Networth</b>			

\* Equivalent USD shall be calculated as per provisions of Clause 2.1.2

\*\*\* The Networth Company may be the Bidding Company itself, i.e. the sole bidder

## Rooftop Solar Power Experience (Clause 2.1.2.2(A))

Address of Rooftop Solar Power Project	installed capacity of the project	Name and address of the EPC contractor	Date of commissioning  (Provide documentary evidence)

**Yours faithfully**

*(Signature of Authorised Representative and rubber stamp of Bidding Company)*

\_\_\_\_\_  
*Name: Date: Place:*

*(Signature and Stamp (on each page) of Statutory Auditors of Bidding Company)*

*Name: Date: Place:*

**WITNESS:**

**1.** ..... **(Signature)**

Name .....

Designation.....

Date:

**2.** ..... **(Signature)**

Name .....

Designation.....

Date:

**Notes:**

- 1 Along with the above format, in a separate sheet, please provide details of computation of Networth duly certified by Statutory Auditor.
- 2 Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 51% equity in each company whose accounts are merged in the audited consolidated accounts 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 the Bid.

## 4.7 Format of Undertaking

### (A) Bidder's Undertaking

[On the Letter Head of the Bidding Company]

To:

Attention:

Sub: **Bid for supply of power for 25 years through Tariff based competitive bidding process from rooftop solar PV project in New Delhi, New Delhi in response to RFP dated .....**

Dear Sir,

- 1 We give our unconditional acceptance to the RFP and RFP Documents issued by NDMC as a part of the PPA dated ..... and as amended. We shall ensure that the Solar Company (as defined in the PPA) shall execute such RFP Documents as per the provisions of the RFP.
- 2 We have submitted our Financial Bid(s) strictly as per Format 4.9 of the RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.
- 3 We have submitted the Bid on the terms and conditions contained in the RFP.
- 4 Our Bid (including Financial Bid) is valid up to the period required under Clause 2.9 of the RFP.
- 5 Our Bid (including Financial Bid) has been duly signed by authorised signatory and closed in the manner and to the extent indicated in the RFP and the Power of Attorney/ Board Resolution as per Clause 2.4.1.1 in requisite format as per RFP has been enclosed in original with this undertaking.
6. We undertake that if we are selected as the Selected Bidder we shall transfer all Consents, Clearances and Permits in the name of the Project Company within the period specified in the PPA and Project Implementation Agreement, if such Consents, Clearances and Permits have been obtained in the name of a company other than the Project Company prior to the submission of our Bid<sup>4</sup>.
7. We confirm that our Bid meets the following conditions:
  - a) The Scheduled Commercial Operation Date is not later than the date specified in the RFP, subject to the provisions of the Relevant PPA.

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<sup>4</sup> Applicable to Bidding Consortium. Delete this in case of sole bidder.

8. We confirm that the Financial Bid(s) conform(s) to all the conditions in the RFP. including:
- a) Financial Bid(s) is/are in the prescribed Format 4.9, and is submitted duly signed by the authorised signatory
  - b) Financial Bid(s) is/are unconditional
9. 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 Selected Bidder, we agree that the same would be treated as a Solar Company's event of default under the PPA and Project Implementation Agreement, and consequent provisions of the PPA and Project Implementation Agreement shall apply.

.....  
**Signature and name of authorized signatory in whose name Power of Attorney/ Board Resolution as per Clause 2.4.1.1 is issued**

Original Power of Attorney/ Board Resolution as per Clause 2.4.1.1 is enclosed.

**Rubber stamp of the Bidder to be affixed.**

## 4.8 Format for Board Resolution

### Format for the Board resolution to be passed by each Financially Evaluated Entity

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** 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 for issuing an Undertaking to the NDMC, in the format specified in the RFP, draft of which is attached hereto and initialled by the Chairman whereby the company undertakes to provide the .....percent (... %) [Insert 100% in case of Bidding Company and percent of equity investment in the Project Company in case of Member of Consortium] of the Performance Guarantee, as per the terms and conditions of the RFP, representing the total amount of Performance Guarantee required to be provided by the ..... (Insert the name of the Bidding Company / Consortium Member), in case of failure of the ..... (Insert the name of the Bidding Company / Consortium Member) to provide such Performance Guarantee.

**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 for issuing an undertaking to the NDMC whereby the company undertakes to invest equity in the Project Company to the extent of .....percent (... %), as per the terms and conditions of the RFP, representing the amount of equity required to be provided by ..... (Insert the name of the Bidding Company / Consortium Member), in case of failure of ..... (Insert the name of the Bidding Company / Consortium Member) to invest such equity.

**3. FURTHER RESOLVED THAT** Mr/Ms....., be and is hereby authorized to take all the steps required to be taken by the Company for submission of Bid, including in particular, signing the Bid, making changes thereto and submitting amended Bid, all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings etc, required to be submitted to Procurer/ NDMC as part of the Bid or such other documents as may be necessary in this regard.

**[Note: In the event the Bidder is a Bidding Consortium, the following Board resolution no. 4 also needs to be passed by the Lead Member of the Bidding Consortium]**

**4. FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated ..... executed by the Consortium as per the provisions of the RFP.

**[Note: The following resolution no. 5 is to be provided by the Bidding Company /Lead Member of the Consortium only]**

**5. FURTHER RESOLVED THAT** Mr/Ms....., be and is hereby authorized to take all the steps required to be taken by the Company for submission of Bid, including in particular, signing the Bid, making changes thereto and submitting amended Bid, all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings etc, required to be submitted to Procurer/ NDMC as part of the Bid or such other documents as may be necessary in this regard.

**Certified True Copy**

**Signature and stamp of Company Secretary / Managing Director of Financially Evaluated Entity/  
Notes:**

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Managing Director of the Financially Evaluated Entity
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) In case of the Board resolution being provided by a company incorporated in India, the Board resolution needs to be notarized by a notified notary. In the event the Board resolution is from a company incorporated outside India, the same needs to be duly notarized in its jurisdiction.
- 4) 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.

#### 4.9 Format for Financial Bid

(The format should be on the Letter Head of the Bidding Company)

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

From : \_\_\_\_\_

(Insert name and address of Bidding Company)

Tel.#:

Fax#:

E-mail address#

To:

Attention: NDMC address as mentioned

Sub: **Bid for supply of power on long term basis through Tariff based competitive bidding process from rooftop solar PV project in New Delhi in response to RFP dated ..... [Insert date in dd/mm/yyyy].**

Dear Sir,

We, the undersigned ..... [insert name of the „Bidder“] having read, examined and understood in detail the RFP and RFP Documents for development of the Projects in New Delhi and supply of power on long term basis through tariff based competitive bidding process for meeting the requirements of Procurer hereby submit our Financial Bid(s). We hereby undertake and confirm that:

1. we have submitted our Financial Bid strictly in accordance with the RFP without any deviations or condition.
2. that our Financial Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from the Bid Process Coordinator.
3. Our Quoted Tariff for the 25 Years

Flat Tariff :

4. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by the Bid Process Coordinator in respect of any matter concerning or arising out of the RFP and the selection of Selected Bidder thereof shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2014

Thanking you,

We remain,

Yours faithfully,

**Name, Designation and Signature of Authorized Person in whose name Power of Attorney / Board Resolution as per Clause 2.4.1.1 is issued**

#### 4.10 Format of checklist for submission of Bid

Submission of Bid requirements Covering Letter as per Format 4.1	Response
Original Power of Attorney as per Format 4.2	(Yes/No)
Bidder's composition and ownership structure as per Format 4.5	
Details of meeting Qualification Requirement.	
Documentary evidence for meeting the Qualification Requirement as per Format 4.6 (A)	
Undertaking from the Financially Evaluated Entity or its Parent Company	
Applicable Board Resolutions as per Format 4.8	
Financial Bid as per Format 4.9	
Checklist of submission of Bid as per this Format 4.10	
Energy Generation Report	



#### 4.11 Format for Disclosure (On the Letter Head of Bidding Company Disclosure)

To:

Attention: Director (Projects)  
7th Floor, RoomNo.7008  
New Delhi Municipal Council  
Palika Kendra, New Delhi  
011-41501383  
Mishraop@hotmail.com

**Sub:** Bidders' Disclosure for Bid for supply of power to Procurer in response to the RFP

dated ... [Insert date] We hereby declare that the following companies with which we have direct or indirect relationship are also separately participating in this bidding process as per following details

<b>Sl. No.</b>	<b>Name of the Company</b>	<b>Relationship</b>
1.		
2.		
3.		

Further we confirm that we don't have any Conflict of Interest with any other Bidder participating in this bid process.

.....  
***Signature of Authorised Representative***

#### Notes:

1. In case there is no such company please fill in the column "Name of the Company" as Nil and under column of Relationship as "Not Applicable".

**Format 4.13**

**This undertaking should be on the Letter Head of the Bidding Company**

To:

Attention: 7th Floor, RoomNo.7008  
New Delhi Municipal Council  
Palika Kendra, New Delhi  
011-41501383  
[Mishraop@hotmail.com](mailto:Mishraop@hotmail.com)

Dear Sir,

We refer to the Request for Proposal dated.... *[Insert Date]* issued by you for procurement of power from Projects in New Delhi on long term basis through tariff based competitive bidding process for meeting the requirements of Procurer.

(Insert in case of Bidding Company: “We have carefully read and examined in detail the RFP, including in particular, Clause 2.1.2.2 (b) of the RFP, regarding experience in rooftop solar power projects and submission of an undertaking, as per the prescribed Format 4.14.

We confirm and undertake that we shall engage an EPC contractor or an independent technical expert having experience of installation and commissioning of rooftop solar power projects for the purpose of installation and commissioning of the Project.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the RFP.

**Signature of Authorised Representative**

**WITNESS**

1. ....  
**(Signature)**  
**Name** .....  
**Designation**.....
  
2. ....  
**(Signature)**  
**Name** .....  
**Designation**.....

