

NOTICE INVITING TENDER

1.	ORGANISATION	VISAKHAPATNAM PORT TRUST
2.	DEPARTMENT	Mechanical & Electrical Engineering Department
3.	Tender No.	IM&EE/MOF/EMP/960/PPA/2018-19/ Dt:12.11.2018
4.	NAME OF THE WORK	Sale of solar electrical (green) banked energy to third parties at VPT leased lands out of generation from solar plant of Visakhapatnam Port Trust
5.	Estimation	Rs. 1,10,60,000/-
6.	SCOPE OF WORK	Sale of <b>20 Lakh units</b> banked power (green energy) towards billing period from 01.12.2018 to 31.12.2018 by entering into <b>PPA</b>
7.	FORM OF CONTRACT AND CLASS OF CONTRACT	Direct consumers having minimum "contracted demand of 1 MW " from EPDCL / AP Transco and should be presently on VPT port leased lands
8.	Bidding type	<b>Limited</b> 1)M/s Coromandal International Limited 2)M/s ESSAR STEEL(Hy-grade Pellets) 3)M/s Gas Authority Of India Limited 4)M/s Rain C-II Carborn India Ltd. 5)M/s VGCB Pvt Ltd. 6)M/s West Quay Multiport Pvt. Ltd. 7)M/s Andhra Petro Chemicals Ltd. 8)M/s Hindustan Shipyard Limited 9)M/s NALCO 10)M/s VCTPL 11)M/s Vizag Seaport Pvt. Ltd., 12)M/s Adani Coal Terminal Pvt. Ltd 13)M/s HPCL VVS pipe line 14)M/s HPCL (POL Terminal) 15)M/s HPCL (Black Oil Terminal) 16)M/s ISPR 17)M/s S.A.LPG.Company (P) Ltd 18)M/s HPCL,(Refinery) 19)M/s EVTL
9.	Bid call No	1 <sup>st</sup>
10.	AVERAGE ANNUAL TURN OVER (During last three Financial years)	Rs.33,18,000.00
11.	EMD/BID SECURITY (DD shall submit in the name of FA &CAO, Visakhapatnam) Separate DD shall submit for each part	Rs.11,060/- per each one lakh units opted.
12.	Transaction fee (DD shall submit in the name of FA &CAO,	Rs.1500.00

	Visakhapatnam)	
13	Tender DOCUMENT DOWNLOADING START DATE	12.11.2018 from 18.00 Hours
14	TENDER DOCUMENT DOWNLOADING END DATE	15.11.2018 upto 15.00 Hours
15	LAST DATE AND TIME FOR RECEIPT OF TENDER DOCUMENTS	15.11.2018 upto 15.30 Hours
16	TENDER OPENING DATE	15.11.2018 AT 16.00 Hrs
17	OFFICER INVITING TENDERS	CHIEF MECHANICAL ENGINEER / VPT
18.	TENDER OPENING AUTHORITY	CHIEF MECHANICAL ENGINEER / VPT
19.	ADDRESS	O/o Chief Mechanical Engineer, 2 <sup>nd</sup> Floor, Administrative Office Building, Visakhapatnam Port Trust, Port Area, Visakhapatnam – 530 035
20	CONTACT DETAILS	CHIEF MECHANICAL ENGINEER/ Superintendent Engineer Tel. No: 0891 – 287 3400 /287 3404 FAX: 0891-2564787 / 2565023 Email: <a href="mailto:cme.rnh.vpt@gov.in">cme.rnh.vpt@gov.in</a> <a href="mailto:cme.pkr.vpt@gov.in">cme.pkr.vpt@gov.in</a>

The detailed TENDER DOCUMENT may be downloaded from VPT website <http://www.vizagport.com> (OR) soft copy of the document through the bearer.

**Chief Mechanical Engineer**

**Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the Bid document through the websites \_\_\_\_\_ No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.**

## Section 1

### Introduction & Background

#### 1.1. INTRODUCTION

- 1.1.1. Visakhapatnam Port Trust (hereinafter called "VPT") is a Government of India Enterprise under the administrative control of the Ministry of Shipping and is one of the 12 Major Ports in India.
- 1.1.2. VPT wishes to invite proposals for sale of solar power **20 lakh units from banked units for a period from 01.12.2018 to 31.12.2018** from their grid connected 10 MW Solar PV Project in Visakhapatnam, Andhra Pradesh. VPT shall enter into Power Purchase Agreement (PPA) with the selected Bidders based on this Bid, for purchase of solar power based on the terms, conditions and provisions of this Bid.

#### 1.2. BACKGROUND

- 1.2.1 10 MW Solar PV project was commissioned in May 2017 by VPT out of its own resources and shall be utilising to its fullest capacity for its own use/3<sup>rd</sup> parties at the Port and its facilities including township, offices, etc.
- 1.2.2 VPT intends to sell **20 lakh units from banked units for a period from 01.12.2018 to 31.12.2018** to third parties for consumption within Visakhapatnam, Andhra Pradesh, by utilising the Open Access Policy of Andhra Pradesh State Govt., through the process of **Special limited tenders**.
- 1.2.3 The bidders shall be direct Consumers of 'Contracted energy' from EPDCL / AP Transco .
- 1.2.4 The Operation & Maintenance (O&M) of the Solar PV Power Plant shall be the responsibility of VPT throughout the life of the project and VPT undertakes to maintain the plant in accordance with the prudent O&M practices for such power plants.

## Section 2

### DEFINITIONS

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

## **Definitions**

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

**"Affiliate"** shall mean a Company that, directly or indirectly,

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

**"Bid document"** shall mean the bidding document issued by VPT including all attachments; clarifications and amendments thereof vide bid no. \_\_\_\_\_ dated \_\_\_\_\_;

**"Bidder"** shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns

**"Capacity Utilization Factor (CUF)"** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time

**"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 mean the date on which the project was declared commissioned by the statutory authorities.

**"Contracted capacity"** shall mean the A.C capacity in MW contracted with VPT for supply by the VPT at the Delivery Point from the Solar Power Project

**"Contract Year"** shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement

**"CTU or Central Transmission Utility"** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003

**"Day"** shall mean calendar day

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

**"Inter-connection point / Delivery / Metering Point"** shall mean the point at 33 kV or above where the power from the solar power project is injecting into the CTU/ STU substation (including the dedicated transmission line connecting the solar power project with the CTU/ STU substation). Metering shall be done at this interconnection point at the substation where the power is injected into the CTU/STU substation, i.e. the Delivery Point. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time

**"Letter of Intent" or "LOI"** shall mean the letter issued by Visakhapatnam Port Trust (VPT) to the Selected Bidder for award of the Project

**"Month"** shall mean calendar month;

**"Parent"** shall mean a Company, which holds not less 51% equity either directly or indirectly in the Bidding Company;

**"Pooling Substation/Pooling Point"** shall mean the pooling point voltage and metering arrangement

**"PPA"** shall mean the Power Purchase Agreement signed between the successful Bidder and VPT according to the terms and conditions of the standard PPA enclosed with this bid.

**"Power Project" or "Project"** shall mean the solar power generation facility having separate points of injection into the grid at Inter-connection/Delivery/Metering Point or in case of sharing of transmission lines by separate injection at Pooling Point and having a separate boundary, control systems and metering.

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

**"Project Commissioning"** the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the Guidelines/bid/PPA;

**"Selected Bidder or Successful Bidder"** shall mean the Bidder selected pursuant to this bid to enter into PPA with VPT for purchase of power from the Project as per the terms of PPA;

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

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

**"Week"** shall mean calendar week;

### **Section 3**

#### **BID INFORMATION AND INSTRUCTIONS TO BIDDERS**

##### **3.1. Obtaining bid Document, Cost of documents**

Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this bid document – refer the NIT for method of obtaining bid and its cost. A Bidding Company will be eligible to participate in the bidding process only on submission requisite documents as per NIT. The bids submitted without EMD shall not be considered for the bidding and such bids shall not be opened by VPT.

##### **3.2. Total Capacity Offered**

**20 lakh units from banked units for a period from 01.12.2018 to 31.12.2018** for sale to Bidders, for consumption of power within Visakhapatnam port area .The power sale shall be governed by the prevailing Open Access Policy of the Govt of Andhra Pradesh for Solar Power.

##### **3.3. Maximum Eligibility for Project capacity allocation for a Bidder**

Following conditions shall be applicable to the Bidders for submission of bids against this Bid:

3.3.1. Bidder can submit bids for minimum of **THREE** lakh units **capacity for banked energy of 20 Lakhs** on the basis of levelised basic tariff payable for the PPA period.

3.3.2. In addition to the basic tariff, the Other Charges which shall be payable at actuals by the Bidder would constitute the following (but

not limited to these):

i) **T&D losses** – Presently Distribution losses are not applicable under the Open Access Policy of AP State Govt. for Solar Power while the Transmission losses would be applicable @ 4% on basic tariff.

ii) **T&D charges**- Presently T&D charges are not applicable under the Open Access Policy of AP State Govt. for Solar Power

iii) **SLDC charges** for Scheduling of power is chargeable under 2 heads (Annual Fee and Operating Charges) and are decided by SLDC for every Financial Year. For the applicable rates, bidders may refer to the website of APSLDC.

iv) **Cross-subsidy charges** are waived under AP State Open Access Policy for Solar Power for a period for 5 years from COD (Commercial Operation date) of the Project.

v) **The Banking Charges** are presently levied by SLDC of AP State Govt and which would be applicable, as the Solar Project would generate only during daytime, while the Bidder may require the 'Contracted Capacity' of Power on a continuous basis. The banking charges would have to be borne by the successful bidders (along with its periodic settlement with SLDC).

vi) **Taxes & Duties:** Any taxes, duties, levies, cess, etc. if presently leviable and liable to be paid during the PPA term on purchase of power shall have to be fully borne and paid directly by the successful bidder. However if any such taxes, duties, levies, cess, etc are presently leviable and liable to be paid during the PPA term on sale of power by the Solar power generator, same shall be borne and paid directly by VPT to the concerned agency(ies).

**vii) Statutory Variations:** Introduction of new or variation in taxes & duties, levies, etc. as well as in the applicable charges payable under the Open Access Policy of AP State Govt, shall be payable and fully borne by respective Parties from the dates these become applicable. These shall have to be fully borne by successful Bidder for the remaining period under the PPA.

3.3.3. The above charges mentioned under (i) to (v) shall be payable at actuals by the successful bidder directly to the DISCOM / State Govt. entities. Reconciliation thereof with DISCOM on half-yearly/ annual basis shall be the responsibility of successful bidder and

whose copy shall be shared with VPT during the PPA period.

3.3.4. In case any of the taxes, duties, levies or charges are to be borne by successful bidder under the terms of this Bid but become payable by VPT due to prevailing laws/regulations of the State Govt., then such amounts shall be billed on a monthly basis by VPT, along with supporting documents, for reimbursement by the Bidder.

3.3.5. Multiple bids from same company including its Parent/ Ultimate Parent /Affiliates/Group Companies shall make all the bids submitted by the Group invalid.

3.4. The evaluation of bids shall be carried out as described in Section 4.

### **3.5. Qualification Requirements**

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

#### **A. General Eligibility Criteria**

The bidders shall be direct Consumers of 'Contracted Energy' from EPDCL / AP Transco and **should be presently on VPT port leased lands.**

Only Companies incorporated in India under the Companies Act 1956 or Companies Act, 2013 as applicable are eligible to submit bids.

### **3.6. Financial Requirements for Bidders**

The Bidders should have an average annual turnover of minimum Rs.33,18,000.00 during the last three financial years.

### **3.7. Technical eligibility**

When bids are submitted by bulk consumers, the bidders should be an existing end Customer of AP State DISCOM and having grid connectivity with the STU (State Transmission Utility).



### **3.8. Permissions, etc required from the State Government and other local bodies**

Upon signing the PPA with successful bidder, the Bidder shall have to sign the Wheeling & Banking agreement with AP State DISCOM and/or any other agency called for, to take the **Contracted Energy** from VPT, as per the terms & conditions agreed under the PPA and prevailing regulations of the AP State.

### **3.9. Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)**

- i) **Earnest Money Deposit (EMD)** shall be furnished in the form of BG / DD @ **Rs.11,060/-** per each one lakh units opted (based upon quoted capacity by bidder on prorated basis) according to Format attached with this Bid and valid for 180 days beyond the last date of bid submission. This shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. If EMD is furnished by DD, same shall be drawn in favour of 'FA&CAO, Visakhapatnam Port Trust' and payable at Visakhapatnam.
- ii) **Security Bank Guarantee (SBG):** The successful Bidder shall have to submit Security Bank Guarantee according to the Format attached for a value for **Rs.55,300/-** per each one lakh units opted (based upon quoted capacity by bidder on prorated basis) within 02 days of issuance of LOI by VPT and before signing of PPA.  
**Note:** Separate SBG shall submit for Part A and Part B
- iii) On receipt and after successful verification of the Security Bank Guarantee in the acceptable form and upon execution of PPA, the BG submitted towards EMD shall be returned by VPT to the successful Bidder.
- iv) All Bank Guarantees towards EMD and Security BG shall be submitted only from any of the Scheduled banks in India.
- v) All expenditure towards execution of all types of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.

3.10. The successful bidder shall sign the PPA within **2 days** of acceptance of Security BG by VPT.

3.11. The bidder shall ensure that the Security BG is kept live and valid for the entire duration of the PPA.

### **3.12. Forfeiture of EMD**

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

- i) If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of the bid;
- ii) If the bidder fails to furnish required Security Bank Guarantee within the stipulated time period
- iii) In case VPT offers to execute the PPA with the Selected Bidder and the Selected Bidder does not execute the PPA within the stipulated time period;

### **3.13. Power Purchase Agreement**

3.13.1. VPT shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this Bid. A copy of standard Power Purchase Agreement to be executed between VPT and the selected Bidder is attached herewith as Annexure 1.

3.13.2. VPT will be obliged to sell only the 'Contracted Energy' under the PPA and would not be liable for any consumption of energy in excess of the same. Any excess power consumption shall be charged and payable by bidder directly to DISCOM as per the applicable rates of DISCOM.

3.13.3. Any extension of the PPA period shall be through mutual Agreement between the successful bidder and VPT.

- i) VPT has kept a reserve basic tariff of **Rs.5.53/- per unit for a period from 01.12.2018 to 31.12.2018** and Only those Bids shall be considered by VPT which have offered a highest rate in comparison to VPT basic tariff for the Contracted Energy on a levelised basis for the full PPA period.

### **Instructions to Bidders for bid proposals**

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit only a single response to Bid.

### **3.14. Important notes and instructions to Bidders**

- a. VPT reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to Bid.
- b. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- c. Response to Bid not submitted in the specified formats will be liable for rejection by VPT.
- d. Bidders delaying in submission of additional information or clarifications sought (within the prescribed time limits) will be liable for rejection.
- e. Non-submission and/or submission of incomplete data/ information required under the provisions of Bid shall not be construed as waiver on the part of VPT of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- f. Only Visakhapatnam Courts shall have exclusive jurisdiction in all matters pertaining to this Bid.

### **3.15. Method of Submission of Response to Bid by the bidder**

#### **Documents to be submitted**

The bidder has to submit the documents as part of Response to Bid to the address mentioned in Bid Information Sheet before the due date and time of bid submission.

**Bidding Envelope** (to contain both sealed Envelopes 1 and Envelope 2) Super scribed as "**Bidding Envelope 1 & 2 against Bid No \_\_\_\_\_ Due for submission on \_\_\_\_\_ and addressed to VPT, with bidder's name & address also mentioned on the envelope:**

1. **Techno-Commercial Bid (Envelope 1):**
2. **This envelope shall contain the following documents:**
  - a) Covering letter as per format attached (original)
  - b) Proof of payment towards tender document cost(in original)
  - c) Bank Guarantee/DD towards EMD (in original)
  - d) Copy of VPT land leased document
  - e) Board Resolution in favor of signatory (in original)

- f) Certificate of Incorporation of Bidding Company (certified copy)
- g) Certified copies of annual audited accounts for the last 3 financial years

**“Financial Bid (Envelope 2)”**

Bidders shall submit separate Financial Bid containing the following documents:

- a) Covering letter containing the Financial Bid as per Format attached

In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.

**All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.**

**3.16. Validity of the Response to Bid**

The Bidder shall submit the response to Bid, which shall remain valid up to Ninety (90) days from the last date of submission of response to Bid (“Bid Validity”). VPT reserves the right to reject any response to Bid which does not meet the afore-mentioned validity requirement.

**3.17. Clarifications/Pre Bid meeting/ Enquires/ Amendments**

- i) Clarifications / Doubts, if any, on Bid document may be emailed to VPT within the dates given in the NIT
- ii) Enquiries/ clarifications may be sought by the Bidder from:

Name of the Authorized Person of VPT:	Contact Details:
Mr. P.Kamaraju	Phone (Off): 0891-2873404 E-mail: cme.pkr.vpt@gov.in

**3.18. Right of VPT to reject a Bid**

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

**Section 4**

## **Bid evaluation methodology**

### **4.1. Bid Evaluation**

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section 3 of this Bid. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

### **4.2. Techno-commercial Evaluation of Bidder's offer**

#### **A. First Envelope Evaluation (Step-1):**

- i) The first envelope (Covering Bid submitted of only those bidders will be opened by VPT whose required documents are received at VPT office on or before the due date and time of bid submission.
- ii) Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.
- iii) VPT will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the Bid. During the examination of the bids, VPT may seek clarifications / additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by VPT within 7 days from the date of such intimation from VPT. All correspondence in this regard shall be made through email only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. VPT shall not be responsible for rejection of any bid because of the above.
- iv) The response to Bid submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per Bid.

#### **B. Second Envelope (Financial Bid) Evaluation (Step-2):**

In this step evaluation shall be done based on the Tariff quoted by the bidders in the Financial Bid.

- ii) Second Envelope of only those bidders shall be opened whose Techno-commercial bids (in Envelope 1) are found to be qualified.
- iii) Only those Bids shall be considered by VPT which have offered a highest rate in comparison to VPT basic tariff for the Contracted Energy on a levelised basis for the full PPA period.
- iv) If the bidders quote with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is Rs5.557, then it shall be considered as Rs5.55).
- v) On completion of Techno-commercial bid evaluation, if it is found that only one bidder is eligible, opening of the financial bid of that bidder will be at the discretion of VPT. Thereafter VPT will take appropriate action as deemed fit.
- vi) **Ranking of bidders after Financial bid Evaluation:** In case of tie between two bidders, i.e. if the tariffs quoted by them is exactly same, then preference shall be given to the bidder who offers to take larger capacity of power (in MW) for consideration of allotment by VPT. In addition, in case both tariff as well as capacity quoted are same, then VPT may divide the capacity equally to both bidders, provided the same is acceptable to them.
- vii) Firstly, the bidder who has quoted highest tariff would be allotted the full capacity offered by him and then the second highest bidder shall thereafter be allotted the capacity offered by him and so on.

## **Section 5**

### **5.0 FORMATS FOR BID SUBMISSION**

The following formats are required to be submitted as part of the Bid. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 3 and other submission requirements specified in the Bid.

- i) Format of Covering Letter (Format 5.1)
- ii) Format for Board Resolution (Format 5.2)

- iii) Format for Earnest Money Deposit (Format 5.3)
- iv) Format for Performance BG (Format 5.4)
- v) Format for submission of financial bid (Format 5.5)

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

## **FORMAT-5.1**

### **Covering Letter**

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

Date: \_\_\_\_\_  
Reference No: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidding Company)  
Tel.#:  
Fax#:  
E-mail address#

To  
**VPT**

Sub: Response to Bid No ----- dated ----- **for 20 lakh banked units from the period from 01.12.2018 to 31.12.2018** of Solar Power developed by VPT

Dear Sir,

We, the undersigned ..... [insert name of the 'Bidder'] having read, examined and understood in detail the Bid including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 6 months to VPT hereby submit our response to Bid. *We confirm that in response to the aforesaid Bid, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to Bid other than this response to Bid, directly or indirectly, in response to the aforesaid Bid.*

1. We give our unconditional acceptance to the Bid, dated ..... [Insert date in dd/mm/yyyy], standard PPA, issued by VPT. In token of our acceptance to the Bid and PPA, the same have been initialed by us and enclosed with the response to Bid. We shall ensure that the PPA are executed as per the provisions of the Bid and shall be binding on us.

2. Earnest Money Deposit (EMD):

3. We have enclosed EMD of Rs. .... (Insert Amount) in the form of bank guarantee no..... [*Insert bank guarantee number*] dated ..... [*Insert date of bank guarantee*] as per Format from ..... [*Insert name of bank providing bank guarantee*] and valid up to.....in terms of Clause 3.11 of this Bid. **The total capacity of the Solar PV power offered by us for is ..... Units for the period from 01.12.2018 to 31.12.2018[*Insert the capacity proposed in words as well*].**

4. We hereby declare that in the event our Bid get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, and/or we are not able to sign PPA with VPT within the stipulated periods, VPT shall have the right to encash the EMD submitted by us.

5. We have submitted our response to Bid strictly as per this Bid, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

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

7. Familiarity with Relevant Indian Laws & Regulations:

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

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

9. The information submitted in our response to the Bid 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 Bid.

10. We confirm that all the terms and conditions of our Bid are valid up to \_\_\_\_\_ (*Insert date in dd/mm/yyyy*) for acceptance (i.e. a period of ninety (90) days from the last date of submission of response to Bid).

11. Contact Person



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

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

12. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Bidder'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)

Attested

-----  
(Signature of the executant)

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

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

## **FORMAT- 5.2**

### **Format for Board Resolutions**

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

**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 Bid No. \_\_\_\_\_ for 'Selection of Purchaser for Solar Power' from the Solar PV Project installed by Visakhapatnam Port Trust (VPT) at Vizag, Andhra Pradesh, India, including signing of Bid, Power Purchase Agreement and submission of all documents and providing information / response to Bid to VPT, representing us in all matters before VPT, and generally dealing with VPT in all matters in connection with our bid for the said Project.

#### **Certified true copy**

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**(Signature, Name and stamp of Company Secretary)**

#### **Notes:**

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution.

FORMAT- 5.3

**Format of BG 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 Bid inter alia for selection of the Project/Projects of the cumulative capacity of ..... **MW/units** [Insert cumulative Project capacity proposed] under for purchase of power therefrom, in response to the Bid No. \_\_\_\_\_ dated \_\_\_\_ issued by Visakhapatnam Port Trust (hereinafter referred to as VPT) and VPT considering such response to the Bid of .....[insert the name of the Bidder] as per the terms of the Bid, the \_\_\_\_\_ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to VPT at [Insert Name of the Place from the address of VPT] forthwith on demand in writing from VPT 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 Rs. \_\_\_\_ Lakhs per each lakh units for the cumulative capacity proposed, 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 3.9 of this Bid] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_\_\_ [insert date of validity in accordance with Clause 3.9 of this Bid]. VPT shall be entitled to invoke this Guarantee till \_\_\_\_\_ [insert date of validity in accordance with Clause 3.9 of this Bid].

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Visakhapatnam 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 VPT 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 VPT 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 VPT and may be assigned, in whole or in part, (whether absolutely or by way of security) by VPT to any entity to whom VPT is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and it shall remain in force until \_\_\_\_\_ [Date to be inserted on the basis of Clause 3.9 of this Bid]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if VPT serves upon us a written claim or demand.

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

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

E-mail ID of the bank:

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

**Note:** Separate format shall submit for Part A and Part B wherever applicable

## **FORMAT- 5.4**

### **Format for Security Bank Guarantee**

(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 Bidder') submitting the response to Bid inter alia for purchase of the capacity of .....MW/units from the Solar Power project installed by Visakhapatnam Port Trust (VPT) at the .....[Insert name of the place] under for purchase of power there from on short term basis, in response to the Bid dated..... issued by Visakhapatnam Port Trust (hereinafter referred to as VPT) and VPT considering such response to the Bid of .....[insert the name of the selected Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Bidder and issuing Letter of Intent No ----- dt \_\_\_\_\_ to (Insert Name of selected Bidder) as per terms of Bid and the same having been accepted by the selected Bidder resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power from VPT,As per the terms of the Bid, the \_\_\_\_\_ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to VPT at Viaskhapatnam forthwith on demand in writing from VPT or any Officer authorised 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 Bidder]. As per the terms and conditions of Bid, this Bank Guarantee is to remain valid during the entire PPA term.

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

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the selected Bidder] and/or any other person. The Guarantor Bank shall not require VPT to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against VPT in respect of any payment made hereunder

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

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

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

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

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

E-mail ID of the bank:

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

Witness:

1. ....

Signature  
Name and Address

2. ....

Signature  
Name and Address

Notes:

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

**Note:** Separate format shall submit for Part A and Part B wherever applicable



**FORMAT- 5.5**

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

[Date and  
Reference]

To,

VPT

**Sub: Response to NIT no \_\_\_\_\_ for Selection of Bidder  
for purchase of Solar Power of VPT project, Visakhapatnam, Andhra  
Pradesh**

Dear Sir,

I/ We, \_\_\_\_\_ (Bidder's name) enclose herewith the  
Financial Proposal for selection of our firm for purchase of a cumulative capacity  
of \_\_\_\_\_ **units for the billing period from 01.12.2018 to 31.12.2018** from  
VPT Solar power project at Vizag, Andhra Pradesh.

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

We hereby submit that we shall enter into PPA with VPT from the Effective Date,  
on a levelised tariff basis, wherein the basic tariff would remain fixed and firm  
for the entire duration of PPA, in line with the terms & conditions under your  
Bid.

The basic tariff payable by us would be Rs \_\_\_\_\_ Per unit (Rupees in  
words \_\_\_\_\_).

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 Bid will be  
rejected and if LOI has been issued or PPA has been signed, the same will be  
cancelled and the bank guarantees will be encashed and recoveries will be  
effected for the payments done.

I/ We agree that this offer shall remain valid for a period of 90 (Ninety days) from the due date of submission of the response to Bid or such further period as may be mutually agreed upon..

Authorized Signature

Name:

Designation

Name of the Bidder  
Address