

Jharkhand Bijli Vitran Nigam Limited

CIN: U40108JH2013SGC001702

Engineering Building, HEC, Dhurwa, Ranchi- 834004

e-mail: pmkusum.jbvnl@gmail.com, Telephone: 0651-2400826 & Fax: 0651-2400799



Request for Proposal:

Selection of Solar Power Generators (SPGs) for Implementation of 50 MW Grid Connected Solar based power plants connected to 33/11 kV substation for Sale of Solar Power to JBVNL at various locations in the state of Jharkhand Under PM-KUSUM Component-A

RfP No.: 93/PR/JBVNL/2021-22

Issued on: 12.08.2021

Last date of submission: 03.09.2021

Bidding Procedure: Open Competitive Bidding (Single Stage: Two Envelope)

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Definitions & Abbreviations

In this “Bid / RFP Document” the following words and expression will have the meaning as herein defined where the context so admits:

“Affiliate” shall mean a Company / Limited Liability Partnership (LLP) Firm/ Partnership Firm/ Sole Proprietor that directly or indirectly

- i. controls, or
- ii. is controlled by, or
- iii. is under common control with,

a Bidder or Member of a Consortium. Any bank or financial institution shall not be considered as Affiliate;

“Appropriate Commission” Appropriate Commission shall be the commission of the state of Jharkhand- Jharkhand Electricity Regulatory Commission (JSERC);

“Bid” shall mean the Technical and Financial Proposal submitted by the Bidder along with all documents/credentials/attachments / annexure etc., in response to this RFP, in accordance with the terms and conditions hereof;

“Bidder(s)” shall mean individual farmers/ Group of farmers/ Cooperatives/ Panchayats/ Farmer Producer Organizations (FPO)/ Water User associations (WUA)/ Government agricultural institute or other agriculture related institutions/ bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor or Consortium in any form submitting the Bid and is hereinafter also called Solar Power Generator (SPG). Any reference to the Bidder includes its successors, executors and permitted assigns as the context may require;

“Bidding Consortium or Consortium” shall refer to a group of bidding Company/ Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor that has collectively made a Bid in response to RFP for the project. Consortium of a maximum of two individuals / members is allowed under this RFP.

“Bid Deadline” shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid Information Sheet;

“Bid Security” shall mean Bid Security to be submitted by the Bidder along with the Bids as per clause 3.21;

“Bid Validity Period” shall mean 180 days from the bid deadline, It may be extended further for a period of ninety (90) days with mutual consent of the nodal agency and bidder.;

“CEA” shall mean Central Electricity Authority;

“CERC” shall mean Central Electricity Regulatory Commission

“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;

“Competent Authority” shall mean Managing Director of Nodal Agency, himself and/or a person or group of persons nominated by him for the mentioned purpose herein;

“Completion” shall mean supply and erection/installation of the Project and demonstration of CUF as per provisions of the PPA;

“Commissioning” shall mean demonstration of successful operation of the Grid Connected Project in accordance with prevailing regulations;

“Commercial Operation Date” or “COD” shall mean the date on which the commissioning certificate is issued upon successful commissioning (as mentioned in Article 1 of PPA) of the project;

“Company” shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;

“Comprehensive Operation and Maintenance” or “Comprehensive O&M” or “O&M” shall mean insurance, warranty, spare parts and operation & maintenance of Projects during the term of the PPA;

“Control” shall mean with respect to any Entity means more than 51% ownership, directly or indirectly, of such Person or the power to direct the management and policies of such Person by operation of law, contract or otherwise;

“Day(s)” shall mean a 24 (twenty-four) hour period beginning at 00:00 hours Indian Standard Time and ending at 23:59:59 hours Indian Standard Time;

“Delivery point” shall mean the point at the voltage level of 11kV or above at the 33/11 kV Sub-station. Metering shall be done at this interconnection point where the power is injected into the 33/11 kV Sub-station. For interconnection with grid and metering, the RPG shall abide by the relevant and applicable regulations, Grid Code notified by the State Commission and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the Appropriate Commission or CEA and Article 7 (metering) of PPA;

All costs and charges including but not limited to line losses and other charges as notified by the appropriate commission up to the point of interconnection (delivery point), if applicable, associated with the evacuation arrangement shall be borne by SPG.

“DISCOM” shall mean Jharkhand Bijli Vitran Nigam Limited

“Effective Date” shall mean the date as defined in Article 1 of PPA;

“Eligibility Criteria” shall mean the Eligibility Criteria as set forth in this RFP;

“Expiry Period” Shall mean the date occurring twenty-five (25) years from the Commercial Operation Date subject to that the supply of power shall be limited for a period of 25 years from the COD unless extended by the Parties as per this Agreement;

“Financial Bid” shall mean online financial Bid, containing the Bidder’s quoted fixed tariff in (Rs. /Kwh) for the entire term of the PPA, with effect from the COD as per format given in the RFP;

“First Operational Year” shall mean the period commencing from the Commissioning and expiring at the end of the Calendar Month in which Project completes twelve (12) Months from the COD of PPA Capacity;

“Government Authority” means one or more of the GoI, the Government of Jharkhand (GoJ), any local government or any other ministry, governmental department, commission, board, body, bureau, agency, authority, instrumentality, inspectorate, statutory corporation or body corporate over which the GoI or the GoJ exercises control, court or other judicial or administrative body or official or Person, having jurisdiction over the SPG, the Unit or any portion thereof and the performance of obligations and exercise of rights of the Parties in accordance with the terms of this Agreement.

“IEC” shall mean specifications of International Electrotechnical Commission;

“Inspecting Authority” shall mean the authority designated by the Competent Authority for the said purpose;

“JSERC” shall mean Jharkhand State Electricity Regulatory Commission

“JBVNL” shall mean Jharkhand Bijli Vitran Nigam Limited

“kW” shall mean Kilowatt;

“kWh” shall mean Kilowatt Hour;

“Lead Member” shall mean the member of Bidding Consortium, which is designated as leader of the Consortium by other member to represent them as Bidder for this RFP;

“LOA” shall mean Letter of Award issued by the JBVNL to the SPG;

“MNRE” shall mean Ministry of New and Renewable Energy, Government of India;

“Month(s)” shall mean a period of 30 days from (and excluding) the date of the event, where applicable, else a calendar month;

“MW” shall mean Mega Watt;

“MWp” shall mean Mega Watt Peak;

“Nodal Agency” shall mean the Jharkhand Bijli Vitran Nigam Limited (JBVNL);

“Operational Year(s)” the First Operational Year and thereafter each period of 12 (twelve)

Months till the Expiry Date of PPA;

“Paid-up Share Capital” means the paid-up share capital as defined in Section 2 of the Company Act, 2013;

“Power Producer/ Solar Power Generator (SPG)” shall mean anyone who has accepted the LOA then, enters a PPA with the Procurer for supply of solar power and has legal ownership of all the equipment of the Project;

“Power Purchase Agreement or PPA” shall mean the agreement to be executed between SPG and the Procurer for the supply of Solar Power from the Project commissioned by the SPG to Procurer;

“Premise” shall mean any land, building or structure or part thereof or combination thereof including any other vacant/ non vacant area which is part of the Procurer’s establishment;

“Procurer(s)” shall mean the person or company or organization procuring solar power from the Power Producer at competitively determined tariff under the RFP i.e. JBVNL;

“Project(s)” shall mean the Grid Connected Solar PV Project(s);

“Project Capacity” means the capacity of the individual Projects mentioned in this RFP;

“Project Company” shall mean Company incorporated by the Bidder as per Indian Laws in accordance with clause 3.13 of this RFP;

“Qualified Bidder(s)” shall mean a Bidder who is qualified as per the eligibility requirement pursuant to this RFP

“RFP” shall mean Request for Proposal (RFP)/Bid document/Tender document and shall include formats and annexures in it;

“Scheduled Commissioning Date” or “SCD” shall mean 9 months from the effective date as defined in Article 1 of PPA;

“Statutory Auditor” shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act, 2013 or under the provisions of any other applicable governing law;

“Successful Bidder(s)” shall mean the Selected Bidder(s) selected by Nodal Agency pursuant to this RFP for implementation of Project as per the terms and condition of the RFP Documents, and to whom LOA has been issued;

“Term of PPA” shall have the meaning ascribed thereto in Article 2 of PPA;

“Year” shall mean 365 Days or 366 Days in case of leap year when February is of 29 Days.

Invitation for Bids (IFB)

Project Name: Selection of Solar Power Generators (SPGs) for Implementation of 50 MW Grid Connected Solar based power plants connected to 33/11 kV substation for Sale of Solar Power to JBVNL at various locations in the state of Jharkhand

RfP No.: 93/PR/JBVNL/2021-22

Issued on: 12.08.2021

Broad Scope: Design, Engineering, Supply, construction, erection, Testing and Commissioning including construction of bay and related switchgear at sub-station along with Comprehensive Operation & Maintenance for twenty-five (25) Operational Years of Grid Connected Solar based Power Plants (SPPs) in accordance with the applicable Law, the Grid Code, the terms and conditions of PPA and prudent utility practices for Sale of Solar Power to JBVNL at the delivery point in each substation at various locations in the state of Jharkhand, India.

1. Government of India has approved Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyan (PM-KUSUM) scheme and Jharkhand Bijli Vitran Nigam Limited (JBVNL) will receive Central Financial Assistance under this scheme.
2. PM-KUSUM is planned for three components:
 - a. Component-A for Setting up of 10,000 MW of Decentralized Grid Connected Renewable Energy Power Plants
 - b. Component-B for Installation of 17.50 Lakh stand-alone solar agriculture pumps
 - c. Component-C for Solarisation of 10 Lakh Grid Connected Agriculture Pumps
3. In reference to the KUSUM guidelines, Jharkhand Bijli Vitran Nigam Limited (JBVNL) invites online bids under Component A of the Scheme, for **“Request for Proposal (RFP) for Selection of Solar Power Generators for Implementation of 50 MW Grid Connected Solar based power plants connected to 33/11 kV substation for Sale of Solar Power to JBVNL at various locations in the state of Jharkhand Under PM-KUSUM Component-A ”**. The interested bidders are invited for the development of solar power plants of capacity between 500 kW and 2 MW, preferably installed within five (5) km radius of substations provided in ANNEXURE-1. The power should be delivered at delivery point. The total capacity to be allotted under this RFP is 50 MW.
4. Bidding will be conducted through Online Open Competitive Bidding (Single stage: Two Envelope) process.
5. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorized by Government of India for issuing DSC. (Bidders can see the list of licensed CA's from the link www.cca.gov.in). Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <https://jharkhandtenders.gov.in>
6. The bidding document is available online on <https://jharkhandtenders.gov.in/> as mentioned in the bid information sheet below, for free of cost to the interested bidders. All Bids must be accompanied by a bid security of Rs 1 Lakh/ MW is to be submitted along with the bid processing fee of Rs 5,000 /- per MW (or part thereof of the capacity applied for). Bid security

will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid.

7. Bids must be submitted online on <https://jharkhandtenders.gov.in> on or before date and time mentioned in the bid information sheet and the 'Technical Part' of the bids will be opened online on the 07/09/2021 at 17:00 hrs. The "Financial Part" shall remain unopened in the e-procurement system until approval from the competent authority of the JBVNL. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.
8. The bidders are required to (a) register on e-procurement website (if not previously registered); and (b) submit original bid security in approved form with Nationalized/Scheduled Commercial Bank of India in favour of JBVNL payable at Ranchi or Bank Guarantee of any Nationalized/Scheduled Commercial Bank of India in favour of JBVNL at the address mentioned below at point 11, before the submission of the Bid i.e. 06/09/2021 up to 18:00 hrs **either by registered post/speed post/courier or by hand, failing which the bids will be declared nonresponsive and will not be opened.**
9. A pre-bid meeting will be held on 20/08/2021 at 12:30 hrs virtually, through an online medium to clarify the issues and to answer questions on any matter that may be raised at that stage of 'Instructions to Bidders' of the bidding document. Bidders are advised to download the bidding document prior to the pre-bid meeting for bidders to have a good understanding of the scope of the requirements under this contract for discussion and clarification at the pre-bid meeting.
10. Other details can be seen in the bidding documents. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.
11. Bids must submit the original EMD (Bid Security) documents and proof for Bid document fees offline on or before 03/09/2021 by 18:00 hrs to:

General Manager (Commercial)
Jharkhand Bijli Vitran Nigam Ltd
Engineering Building, Dhurwa
Ranchi - 834004, Jharkhand
Contact No.- 8987504018, 9661842194
12. JBVNL reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

Document Description	Request for Proposal (RFP) for Selection of Solar Power Generators for Implementation of 50 MW Grid Connected Solar based power plants connected to 33/11 kV substation for Sale of Solar Power to JBVNL at various locations in the state of Jharkhand Under PM-KUSUM Component-A
RFP No. & Date	RFP No: Date: 12/08/2021 at 16:30 Hrs
Total Capacity	50 MW (AC)
Project Size	Minimum 500 kW and Maximum 2 MW per substation.
Tariff ceiling	Feed in Tariff (FIT) of Rs.3.09 per unit or tariff as determined by Hon'ble Jharkhand State electricity regulatory commission (JSERC)
Duration of PPA	25 years from Commercial Operation Date
Minimum CUF	15% on annual basis during the PPA period
Broad Scope	Design, Engineering, Supply, construction, erection, Testing and Commissioning including construction of bay and related switchgear at sub-station along with Comprehensive Operation & Maintenance for twenty-five (25) Operational Years of Grid Connected Solar based Power Plants (SPPs) in accordance with the applicable Law, the Grid Code, the terms and conditions of PPA and prudent utility practices for Sale of Solar Power to JBVNL at the delivery point in each substation at various locations in the state of Jharkhand, India.
Selection Procedure	Single Stage: Two Envelope (Online e-tendering)
Start date for downloading of Bid document	12/08/2021 at 16:30 Hrs
End date for downloading of Bid document	02/09/2021 by 18:00 Hrs
Pre-bid Meeting	The pre-bid meeting shall be hosted on an online platform on 20/08/2021 at 12:30 Hrs. Interested Bidders may nominate their representatives (up to a maximum of 2) to attend the same.

	<p>The Bidders should share the following participation details by 20.08.2021 by 11:30 AM at pmkusum.jbvn@gmail.com</p> <ul style="list-style-type: none"> ○ Name of the Bidder ○ Name, Email, Contact No. of the Representative(s) <p>Joining instructions shall be shared 24 hours before the Pre-Bid Meeting.</p>
Last date & Time of Submission of Bid submission (ONLINE only)	03/09/2021 by 18:00 Hrs
Last date & Time of Submission of Technical bid (HARD copies of Envelope – 1 only)	06/09/2021 by 18:00 Hrs
Bid Opening (Technical)	07/09/2021 by 17:00 Hrs
Bid Opening (Financial)	Opening date and time of Price Bid of the technically qualified Bidders will be intimated after the technical Bid evaluation
Bid Processing Fee (non- refundable)	<p>Bidder shall pay Bid Processing Fee of INR 5,000/- per MW (Rupees Five Thousand only) + GST (18%) i.e. INR 5,900, per MW (or part thereof of the capacity applied for), by direct transfer in JBVNL's Bank Account (details provided below) through National Electronic Funds Transfer (NEFT) / Real Time Gross Settlement (RTGS) or by way of Demand Draft in favour of “Jharkhand Bijli Vitran Nigam Limited” payable at Ranchi to be submitted with the Bid. Original DD against Bid Processing Fee Document and EMD if in the form of DD to be submitted by the Bidder on or before the due date i.e. 06/09/2021 at 18:00 Hrs</p>

	Name	:	Jharkhand Bijli Vitran Nigam Ltd.
	Name of Bank	:	Bank of India
	Branch	:	Clubside, Ranchi, Jharkhand - 834001
	Bank Account Number	:	490220110000560
	IFSC	:	BKID0004902
	<p>Any additional charges beyond the Bid Processing Fee shall be borne by the bidder. By paying this fee, a Bidder shall be eligible to Bid for one or more Projects under this RFP.</p> <p>No exemption towards bid processing fees and E-tendering fees is allowed to any type of organizations/ agencies including MSMEs or any Govt./ semi Govt./ PSUs</p>		
Administrative charges	1% of the CAPEX approved per MW by JSERC for this purpose. This charge shall be payable at the time of issue of LOA.		
Bid Security (refundable)	<p>Interested Bidder shall furnish Bid Security of INR 1 lac/ MW for the capacity for which he is submitting the bid. Bid Security shall be in form of bank guarantee as per prescribed FORMAT 4 or deposited through Demand Draft or RTGS / NEFT transfer to the Nodal Agency's bank account (details provided below) or Demand Draft in favour of "Jharkhand Bijli Vitran Nigam Limited" payable at Ranchi. In case of RTGS / NEFT, the Bidder should ensure that the Bid Security amount is credited in the Nodal Agency's bank account before the Online Bid Submission Deadline.</p> <p>Any Demand Draft or payment through NEFT / RTGS should reach JBVNL or be deposited in JBVNL's Bank Account on or before 06/09/2021 by 18:00 Hrs</p>		

	Name	:	Jharkhand Bijli Vitran Nigam Ltd.
	Name of Bank	:	Bank of India
	Branch	:	Clubside, Ranchi, Jharkhand - 834001
	Bank Account Number	:	490220110000560
	IFSC	:	BKID0004902
	No exemption towards Bid Security is allowed to any type of organizations/ agencies including MSMEs or any Govt./ semi Govt./ PSUs.		
Performance Bank Guarantee ("BG")	Successful Bidder shall be required to furnish a Performance Bank Guarantee ("PBG") of 5 lac /MW as mentioned in clause 4.6 of RFP.		
Update on this RFP	Bidders are advised to keep track of the changes/ updates/ corrigendum regarding this RFP on https://jharkhandtenders.gov.in		
Address for Bid submission/ correspondence	GM (Commercial), Jharkhand Bijli Vitran Nigam Limited (JBVNL) Engineer's Building, Dhurwa, Ranchi- 834004		

1. SECTION I: INTRODUCTION

- 1.1 In reference to the KUSUM guidelines, Jharkhand Bijli Vitran Nigam Limited (JBVNL) hereby invites the proposals against the RFP from interested bidders for development of solar power plants (SPP) of capacity between 500 kW and 2 MW and the plant shall be preferably installed within five (5) km radius of substations provided in ANNEXURE- 1 and as amended from time to time . The power should be delivered at delivery point as defined in the RFP. The total capacity to be allotted under this RFP is 50 MW.
- 1.2 Such plants near sub-stations may be primarily developed by utilizing barren and uncultivable land
- 1.3 The power generated from such SPP's shall be sold to JBVNL.
- 1.4 The Bidder is advised to read carefully all instructions and conditions of this RFP and understand the scope of work completely. All information and documents required as per the RFP must be furnished with the bid. JBVNL reserves the right to seek clarifications on submitted bids. Failure to provide the information and/or documents as required shall render the Bid(s) unacceptable for further evaluation and may lead to rejection of the bid(s). All Bidders qualifying the technical stage shall be treated at par. Financial Bid of the Bidder(s) qualifying at technical stage only shall be opened.

- 1.5 Bidder shall be deemed to have examined the RFP, to have obtained information in all matters whatsoever that might affect carrying out of works in line with the scope of work specified in the RFP at the Bid price and to have satisfied himself of the sufficiency of his Bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works SPG shall have to be complete in accordance with the RFP, irrespective of any defects, omissions or errors that may be found in RFP. It is assumed that Bidder has satisfied himself with the site conditions at the Premises of Procurer and has assessed the quantum of work required to comply with the RFP and PPA conditions.

2. SECTION II: BID DETAILS

- 2.1 The bidding process is for Implementation of 50 MW capacity of Grid Connected Solar based power projects (SPPs) of project sizes between 500 kW to 2 MW for Sale of Solar Power to JBVNL at various locations in the state of Jharkhand, India at the delivery point in each sub-station.
- 2.2 Individual farmers/ Group of farmers/ Cooperative Societies/ Panchayats/ Farmer Producer Organizations (FPO)/ Water User Associations (WUA) all of whom can be collectively referred as landowners hereinafter, can collaborate with EPC contractors / System Integrators / Developers to set up 500 kW or 2 MW capacity grid connected ground mounted solar PV power plants on barren / uncultivable lands located within 5 km radius of the substations notified by JBVNL. Interested landowners can participate either through their own investment or lease mode.
- 2.3 Landowners can invest in solar PV power plants by arranging own funds, collaborate with EPC contractors/System Integrators for setting up grid connected ground mounted solar PV power plant on turnkey basis, operate & maintain the plant during the PPA tenure. JBVNL will enter into power purchase agreement (PPA) with landowners for a period of 25 years at predetermined terms & conditions. A model power purchase agreement notified by MNRE is annexed as ANNEXURE- 2 for the benefit of all stakeholders.
- 2.4 In case, Eligible Beneficiaries/Landowners are unable to arrange equity for setting up Solar power plants, they can participate in bidding process in conjunction with Developer on Lease basis. JBVNL has subsequently notified the Joint Bidding Agreement for allocation of capacity to eligible parties as FORMAT 11.
- 2.5 Bidder should ensure compliance to the MNRE's Approved List of Models and Manufacturers (ALMM) guidelines and use modules from the manufacturers from the operational zed list.
- 2.6 An applicant will not be allowed to apply for more than one solar power plant, on the same 33/11 kV sub-station. The Bid of an applicant will also be disqualified if it is found that its proprietor/partner/director/member or any of its affiliate has also filed application for another RPG for the same sub-station.

2.7 Connectivity with the sub-station and delivery point:

- a) Solar power plants having capacity of 500 kW to 2 MW shall be set up under this scheme which will be connected to 33/11 KV substations through 11 KV line.
- b) Laying of 11 kV lines from solar power plant to 33/11 kV substation, construction of bay & related switchgear at substation where metering of the plant is to be done, shall be done by Solar power developer.
- c) JBVNL will facilitate Solar power developer in getting Right of Way for laying of 11 kV line.
- d) Solar power developer may also get the 11 kV lines constructed through JBVNL by paying the applicable cost and other charges.
- e) Solar power developer shall be responsible for the maintenance of the dedicated 11 KV line.
- f) If there are more than one Solar power developer at a particular sub-station, they shall be permitted to jointly establish a common transmission line to feed the sub-station with the approval of JBVNL.

- g) Solar power developer shall have to deposit the applicable Connectivity Charges to JBVNL.
- h) Solar power developer has to comply with the JSERC regulations, JBVNL best practices, CEA standards, Grid Code and other related Regulations as applicable.
- i) In the event the bay and related switchgear is already available at the interconnecting substation then the associated cost as communicated by JBVNL has to be reimbursed by the Solar power developer(s) to JBVNL.

3. SECTION-III: INSTRUCTIONS TO THE BIDDER

- 3.1 The total allocated capacity of a substation cannot be more than 2 MW, which may be amended not later than 15 days prior to bid submission date. Bidders can place only one bid for one substation; However, the bidder may submit the bid for multiple substations by paying the Bid processing fee once.
- 3.2 Bidder shall meet the Eligibility Criteria. In case of consortium, the consortium members may jointly meet the Eligibility Criteria.
- 3.3 Further, Bidder must note that for evaluation of qualification against Financial Eligibility Criteria, following conditions shall be applicable:
- a) Bidder shall establish net worth as required under this RFP.
 - b) In-case Bidder/Lead Member of Consortium has referred its Affiliate to meet the Financial Eligibility criteria, then the same relationship with the Affiliate by the Bidder shall continue at least for the period of First Operational Year. Further, Affiliate of Bidder and member of Consortium shall furnish information as sought in FORMAT 9 and FORMAT 11.
- 3.4 A Bidder shall not have a conflict of interest. Bidder(s) shall be disqualified in the Solar PV based Power Plants SPP(s) where it has conflict of interest. In a particular SPP, the Bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:
- a) A Bidder submits more than one Bid for a substation in the bidding process, either individually [including bid submitted as authorised representative on behalf of one or more Bidder(s)] or as Member of consortium.
 - b) They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder or influence the decisions of JBVNL regarding this bidding process.
- 3.5 JBVNL have rights to annul/cancel the Bid of Bidders who will take any assistance or support in any form from any of the independent consultant or consulting agency who is directly associated with JBVNL during preparation of RFP and PPA.

3.6 Instruction to Bidders on E-Tendering

- a) All online tenders should be submitted online on <https://jharkhandtenders.gov.in/> before the cut-off date and time for submission.
- b) The Bidder shall submit their Proposals (both Technical and Financial) electronically following the procedure given below. Detailed guidelines for viewing proposals and for online submission are given on the website: <https://jharkhandtenders.gov.in/>
- c) To participate in the e-tendering process, it is mandatory for the Bidder to have Class II or III Digital Signature Certificate (in the name of person who will sign the proposal) in the form of smart card/e-token, from any of the licensed Certifying Bidder authorized by the Government of India. Bidder can see the list of licensed CAs from the link www.cca.gov.in
- d) The Bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The Bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration.
- e) The firm should upload their offers in reference of tender notice number, mentioning name of the materials offered, date of submission/opening, details of cost of tender, earnest money deposit, filled be Performa of tender and tabulated details of annexure/documents etc.
- f) Only e-tender can be submitted on or before the specified cut-off date and time of submission on jharkhandtenders.gov.in. Late/ delayed tenders will be outright rejected.

- g) Neither the department nor the service provider NIC, will be responsible for any disruption in online submission due to any reason whatsoever. No claim shall be entertained on account of disruption of internet services being used by the bidder on whatsoever account. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
- h) The e-tender should be submitted under two cover e-bid system. Cover-I “Techno-Commercial Cover” & Cover-II “Price Cover” duly digitally signed.
- i) On the date of opening only Cover-I (Techno-Commercial Cover) will be opened and the Price Cover will be opened only of those tenderers who are found Techno Commercially responsive and are found to be acceptable on pre-informed dates.
- j) The desirous bidder can download tender documents including terms and conditions, BOQ and technical specification from website <http://jharkhandtenders.gov.in/> and submit tender online with the scanned copies of the NEFT / RTGS payment (with UTR Number) or scanned copies of demand drafts from Nationalized / Schedule Commercial Bank towards the Tender processing fee up to 03/09/2021 till 18:00 hrs. The original demand drafts shall be submitted in Envelope – I before the due date and time i.e. 03/09/2021 till 18:00 hrs. In case original copy of tender processing fee (if applicable) is not submitted by bidder up to above mentioned cut-off date and time then tender will not be considered.
- k) The bidder have to upload scanned copies of the NEFT / RTGS payment (with UTR Number) or scanned copies of demand drafts for EMD in shape of Bank Guarantee issued by Scheduled/Nationalized Bank as per the information provided in the Bid information sheet or format provided in Bid Forms in Envelope – I and Original copy of Bank Guarantee/Demand Draft for payment of EMD must be submitted up to 03/09/2021 by 18:00 hrs. In case original copy of EMD is not submitted by bidder up to above mentioned cut-off date and time the bid will not be considered.

3.7 MODE OF DEVELOPMENT

- a) **Self-Development Mode:** Landowners can invest in solar PV power plants by arranging own funds, collaborate with empanelled EPC contractors/System Integrators for setting up grid connected ground mounted solar PV power plant on turnkey basis, operate & maintain the plant during the PPA tenure. JBVNL will enter into power purchase agreement (PPA) with landowners for a period of 25 years at predetermined terms & conditions. A model power purchase agreement notified by MNRE is annexed as ANNEXURE-2 for the benefit of all stakeholders.
 - b) **Developer mode:** Landowners unable to arrange own funds for setting up solar PV power plants can lease their land parcels to Solar Power Generators, who will in turn set up, own, operate and maintain the plant. JBVNL will sign PPA with the developer for purchase of power at predetermined terms & conditions. The landowner will get lease rent as mutually agreed between the parties. The lease rent may be in terms of Rs per year per acre of land or in terms of Rs per unit energy generated per acre of land area. A model land lease agreement notified by MNRE is annexed as ANNEXURE-3 for the benefit of all stakeholders. However, the concerned parties (i.e. landowner and developer) are free to formulate and negotiate their own terms of the land lease agreement. JBVNL will not be party to the land lease agreement.
- 3.8 An applicant will not be allowed to apply for more than one solar power plant for a particular 33/11 kV sub-station. However, same landowner can submit multiple application for installations of more than one solar plant connected under different substations. For installations of more than one solar plant connected under different substations a landowner needs to submit different applications

3.9 The Bid of an applicant will also be disqualified if it is found that its proprietor/partner/director/member or any of its affiliate has also filed application for another SPP for the same sub-station.

3.10 ELIGIBILITY CRITERIA

3.10.1 GENERAL

a) **Self-Development Mode:** Eligible applicants (hereinafter called Solar Power Generator (SPG)) could be

- individual farmers
- Group of farmers
- Cooperatives
- Panchayats
- Farmer Producer Organizations (FPO)
- Water User associations (WUA)
- Government agricultural institute or other agriculture related institutions.

Or

b) **Project Developer (Under Developer mode):** The developer should be a corporate body incorporated in India under the Companies Act, 1956 or 2013, including any amendment thereto or a Partnership Firm having executed partnership deed and registered as per sections 58 & 59 of the Partnership Act, 1932, as amended or a Limited Liability Partnership Firm (LLP) registered under section 12 of Limited Liability Partnership Act, 2008, as amended or registered Sole Proprietor. A copy of certificate of incorporation, partnership deed or LLP/Sole Proprietor registration, as applicable and relevant, shall be enclosed with FORMAT 2.

3.10.2 SPV/Project Company

a) Bidder may choose to start the process of forming a SPV at bid stage itself. However, for participation in bid, formation of a SPV is not required. In case a Bidder selected as a Successful Bidder, it can choose to incorporate a Project Company. In case a Bidder is a consortium, it would be mandatory to incorporate a Project Company to sign the PPA; the said Project Company has to be formed within twenty (20) days from the issuance of LOA Further, Bidder shall be responsible to get all required clearances in the name of the Project Company, and transfer already obtained clearances, if any.

3.10.3 Blacklisting

a) Bidder or any member of Consortium having been blacklisted 5 years prior to bid submission date by JBVNL or by any Govt./PSU, for whatever reasons, shall not be eligible/ allowed to participate in this RFP. This clause is not applicable for farmers applying under self-development mode.

3.10.4 Lead Member

- a) The Members of the Consortium shall nominate a Lead Member. Such nomination shall be supported by a power of attorney signed by all the Members of Consortium (and duly acknowledged by the Lead Member) and shall substantially be in the form set out FORMAT 7.
- b) The Lead Member shall have the authority to represent all the Members of the Consortium during the Bid Process.

- c) In a situation, where a consortium that is selected as a Successful Bidder, decides not to form a project company, the Lead Member would be responsible for all the correspondence and documentation.
- 3.10.5 Bidder must meet Eligibility Criteria either independently or as consortium of maximum two members. In case Bidder is a Consortium, a consortium agreement as per FORMAT-11 shall be required to be furnished along with the Bid.

3.11 FINANCIAL ELIGIBILITY CRITERIA:

1. Self-development mode - For Individual farmers or Group of farmers or farmers setting up a project on leased land or farmer setting up a project as part of consortium or Cooperatives or panchayats or Farmer Producer Organizations (FPO) or Water User associations (WUA) or farmers setting up SPP in their own lands or Government agricultural institute or other agriculture related institutions, No financial eligibility requirement is needed.

2. For Project Developers (Under developer mode)-

- a) Net-Worth of the developer should not be less than Rs. 1.00 Crore per MW (of the capacity applied).
- b) Sufficient liquidity to manage the fund requirements for the Project, which shall be assessed through average annual turnover of the 2 financial years i.e. FY 19 and FY 20 of at least Rs. 2.00 Crore per MW (of the capacity applied)

***Note:** In case an applicant is applying for capacity at multiple substations, the eligibility criteria requirement shall add up. For ex: If an applicant who is a developer applies for 1 MW each at 3 different substations, it must demonstrate net worth of Rs. 3 Crore and Annual turnover of Rs. 6 Crore. In case of Consortium, Net worth can be fulfilled jointly by the member of consortium.*

- 3.11.1 The Computation of Net worth shall be based on consolidated/ unconsolidated audited annual accounts of FY 20. The formula of calculation of net-worth shall be as per Companies Act 2013.
- 3.11.2 In relation to a Partnership Firm/ Limited Liability Partnership Firm, the Net-worth shall be equal to Partner's Capital in case of a Partnership Firm/ Limited Liability Partnership Firm and Proprietor's Capital Account in case of Sole Proprietor (including any reserves). The net worth shown should not be older than one year from the bid submission date.

Note:

- 1. All requisite documents, such as balance sheet, P&L account, schedules etc., duly certified by a Chartered Accountant (CA), clearly mentioning the UDIN number etc, and the Bidder, in support of Bidder claim for meeting the financial eligibility criteria shall require to be submitted.
- 2. It is essential to submit financial eligibility criteria requirement and undertaking form as attached in FORMAT 8 and FORMAT 10 of this RFP document.
 - a) For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each company whose accounts are merged in the audited consolidated accounts.
 - b) Bidder shall furnish documentary evidence as per the FORMAT 9, duly certified by Authorized Signatory and the Statutory Auditor / Practicing Chartered Accountant of the Bidder in support of their financial capability".
 - c) Bidder can use the financial strength of its Affiliate to fulfil the Financial Eligibility Criteria mentioned in RFP.

- d) In case of Consortium, Financial Eligibility Criteria has to be met either individually by Lead Member and/or its Affiliate or jointly by the consortium members.
- e) Bidders shall have to give a declaration to the effect that they fulfil the terms and conditions of eligibility. If the declaration to above effect is found to be false, the eligibility would be considered null and void.

3.12 CHECK-LIST:

- a) To ensure that the online submission of RFP is complete in all respects, the bidder is required to submit a duly tick marked checklist attached along with this RFP. However, this Checklist is indicative, and Bidder shall be responsible for meeting all information requirement as per provisions of this RFP.

3.13 INCORPORATION OF A PROJECT COMPANY:

- a) In case a Bidder is selected as a Successful Bidder, it can choose to incorporate a Project Company. In case a Bidder is a consortium, it would be mandatory to incorporate a Project Company to sign the PPA; the said Project Company has to be formed within twenty (20) days from the issuance of LOA. Further, Bidder shall be responsible to get all required clearances in the name of the Project Company, and transfer already obtained clearances, if any.
- b) The aggregate equity shareholding of the Successful Bidder in the issued and paid up share capital, and the voting rights of the Project Company shall not be less than fifty one percent (51%) up to a period of one (1) Operational Year.
- c) Further, any member of the consortium or Partner in a Partnership firm or an LLP, shall maintain individual equity in newly formed Company of, at least, 51% of its share in the bidding consortium or in the partnership deed, as the case may be, submitted along with the Bid, up to a period of one (1) Operational Year.
- d) The Affiliate of a Successful Bidder or in case of a Consortium, its member, whose financial credentials have been relied upon by the Successful Bidder to demonstrate Financial Eligibility, is also permitted to execute the PPA by itself or by forming an SPV, as the case may be. In such cases, all the obligations and liabilities of the Successful Bidder as set out in the Bid Documents shall apply to the Affiliate.
- e) In the event that the Successful Bidder, which is a single Entity, chooses not to incorporate any Project Company, then the shareholders of the Successful Bidder, as on the date of submission of the Bid, shall not decrease their ownership below 51% until the expiry of a period of 1 (one) year from the COD. If the successful bidder forms a Project Company (SPV), the shareholders of the Successful Bidder, as on the date of submission of the Bid, shall continue to hold up to 51% of the total ownership of the Project Company (SPV), from the date of incorporation of SPV until the expiry of 1 (one) year from Project Commissioning (COD).
- f) Any change in ownership and liabilities shall be in accordance with Article 15 of the PPA.

3.14 BID SUBMISSION BY THE BIDDER:

- a) The Proposal (Techno-commercial Proposal and Financial Proposal) shall be prepared, scanned and uploaded online at www.jharkhandtenders.gov.in on or before 03/09/2021 at 18:00 Hrs. The Techno-commercial Part-I that shall be opened on 07/09/2021 at 17:00 Hrs. Price Bid (Part – II) consisting of financial proposal shall be opened later, for which intimation shall be given in future.
- b) The Proposal should be digitally signed by an authorized representative of the firm. The representative's authorization is to be confirmed by a written power of attorney accompanying the Proposal failing which, the Bid may be rejected.

- c) The Bidder should submit the Bid well in advance before the prescribed time to avoid any delay or problem during the submission process.
- d) Physical submission of Price Bids is not allowed.
- e) Bidders are required to submit their Bid online only. However, the original Demand Drafts/ BG towards the Tender processing fee & EMD will be submitted in a sealed separate cover/ envelope to the address mentioned below before the due date and time i.e. 06/09/2021 at 18:00 Hrs.

General Manager (Commercial)

Jharkhand Bijli Vitran Nigam Ltd

Engineering Building, Dhurwa

Ranchi - 834004, Jharkhand

Contact No.- 8987504018, 9661842194

- f) The sealed envelope containing the DDs/ BG should be super scribed thereon "Selection of Solar Power Generators (SPGs) for Implementation of 50 MW Grid Connected Solar based power plants connected to 33/11 kV substation for Sale of Solar Power to JBVNL at various locations in the state of Jharkhand Under PM-KUSUM Component-A" and shall further provide details such as NIT No., time & date of submission and Bidder's full correspondence address.
- g) Price Bids submitted by hard copy, fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- h) The pages and volumes of each part of the Bid scanned and uploaded online shall be clearly numbered and signed & stamped and the contents of the Bid shall be duly indexed.
- i) The bidder should not tamper with the format of tender specifications and schedules provided, by making any changes, additions, alterations and modifications.
- j) The Bidder must quote the prices strictly in the manner as indicated herein, failing which Bid is liable for rejection. The Quoted rates should be inclusive of all government taxes, duties & levies except Goods & Services Tax (GST) applicable on the last date of receipt of the bid. The rate/prices shall be entered in words as well as in figures. In case any difference arises out of quoted rates mentioned in figures and words, the amount in word would prevail. If the Bidder does not accept the correction of the errors as above, its Bid will be rejected, and the amount of bid guarantee/security will be forfeited. These must not contain any additions, alterations, over-writing, cuttings or corrections and any other marking which leave any room for doubt.
- k) No separate declaration offering discount on quoted Tariff will be allowed.
- l) The Bid shall be typed or printed. The Bid shall be signed, and each page of the Bid shall be initialled by a person or persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney as per the format provided.
- m) The Bid shall contain no alterations or additions, except those to comply with instructions issued by JBVNL or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.
- n) The Bids, that are incomplete in any respect or not consistent with the requirements as specified in this Tender Document and / or do not contain the information as per the specified format provided in the Tender Documents, would be considered non-responsive and would be liable for rejection.
- o) The Bidder shall sign each page of the Tender document including the Annexure, scan and upload it along with their technical proposal. The Bids, that are not accompanied by a signed copy of the Tender document would be considered non-responsive and would be liable for rejection.
- p) All the communication and information provided should be provided in writing in English

language and should be legible, and wherever the information is given in figures, the same should also be mentioned in words.

- q) No change in, or supplementary information to a Proposal shall be accepted after its submission. However, JBVNL reserves the right to seek additional information from the Bidders, if found necessary, during evaluation of the Proposal. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by JBVNL, may be a ground for rejecting the Proposal.
- r) The Bids shall be evaluated as per the criteria as specified in this Tender document.
- s) The Bidder should designate one person ("Contact Person" and "Authorized Signatory") to represent the Bidder to be in contact with JBVNL. This designated person should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc.
- t) If any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query of JBVNL, is found to be incorrect or is a material misrepresentation of facts, then the Proposal shall be liable for rejection.
- u) JBVNL reserves the right to reject any or all the Bids without assigning any reasons whatsoever.

3.15 CLARIFICATIONS AND PRE-BID MEETING:

- a) The Bidder may seek clarifications or request amendments to RFP in writing, through a letter (and also soft copy by e-mail) to reach JBVNL at the address, date and time mentioned in Bid Information Sheet.
- b) The Bidder(s) or their authorized representative(s) is /are invited to attend pre-bid meeting(s), which will take place on date(s) as specified in Bid information Sheet, or any such other date as notified by JBVNL.
- c) The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP including, issues raised in writing and submitted by the Bidder.
- d) JBVNL is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

3.16 BID DOCUMENTS:

BID FORMATS: The Bid in response to this RFP shall be submitted by the Bidder in the manner provided in the RFP. The Bid shall comprise of the following:

- a) **ENVELOPE-I (COVERING LETTER, BID PROCESSING FEE, BID SECURITY):**The following documents are to be submitted in physical form (hard copy) and the scanned self-attested copies have to be uploaded online in the appropriate cover folder on the portal:
 - Covering Letter as per prescribed FORMAT 1
 - Covering Letter as per prescribed FORMAT 14
 - Proof of Bid Processing Fee
 - Bid Security of required value as mentioned in Clause 3.21, and FORMAT 4.

3.17 METHOD OF BID SUBMISSION

- a) Bidders are required to submit technical bid, along with all relevant documents as detailed in Clause 3.16 above. They shall be submitted in physical as well as in online respectively form on or before the Bid Deadline: -
 - (i) Envelope-I (Covering letter, Bid Processing Fee and Bid Security)

- (ii) Technical Bid (Online Only)
- b) Additionally, the Bidders shall be required to submit scanned copies of following documents online:
 - (i) Bid Security;
 - (ii) Proof of Bid Processing Fee;
- c) **Financial Bid shall be submitted only through online mode with due encryption.**
 - (i) The Bidder has the option of sending Envelope I either by registered post or by speed post or by hand delivery, so as to reach JBVNL by the Bid Deadline. JBVNL shall not be responsible for any delay in receipt of the Envelope I. It should be noted that except online Financial Bid, no other Envelope/ document should contain any information/document relating to Financial Bid. JBVNL shall not be responsible for premature opening of the Financial Bid in case of non-compliance of above.
 - (ii) All pages of the Bid, except for the Bid Security, 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. In case of a Consortium, it has to be signed by representative of the Lead Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. Further, any published document submitted with the Bid shall be signed by the authorized signatory. Bidder shall submit the Bid in original, duly signed by their authorized signatory of the Bidder.

3.18 BID DEADLINE:

- a) The Bidder should submit the online Bid on or before the time schedule mentioned in Bid Information Sheet.
- b) JBVNL shall not consider any Bid that arrives after the due date and time for submission of Bids. Any Bid received by JBVNL after the due date and time for bid submission shall be declared as late and will be returned unopened to the Bidder

3.19 VALIDITY OF BID:

- a) The submission of any Bid connected with these documents and specification shall constitute an agreement that the Bidder shall have no cause of action or claim, against JBVNL for rejection of his Bid. JBVNL shall always be at liberty to reject or accept any Bid or Bids at his sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against JBVNL.
- b) Each Bid shall indicate that it is a firm and irrevocable offer and shall remain valid and open for a period of not less than six (06) months from the last date for submission of the Bids. Non-adherence to this requirement will be a ground for declaring the Bid as non-responsive.
- c) In exceptional circumstances, JBVNL may solicit the Bidder's consent for extension of the period of validity. The Bidder will be at liberty to accept it or not. A Bidder accepting JBVNL's request for extending the period of validity shall not be permitted to modify its Bid.
- d) In case, Successful Bidder is revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting Letter of Award ("LOA"), JBVNL shall forfeit the Bid Security furnished by the Bidder. The date of issuance of LOA shall be intimated by the JBVNL to the Successful Bidder.

3.20 COST OF BIDDING:

- a) The Bidder shall bear all the costs associated with the preparation and submission of his offer, JBVNL in any case will not be responsible or liable for these costs, under any conditions. The Bidder shall not be entitled to claim any costs, charges and expenses of and incidental to or incurred by him through or in connection with submission of Bid even though JBVNL may elect to modify/withdraw the invitation of Bid.

3.21 BID SECURITY:

- a) Each Bidder shall submit an Earnest Money Deposit (EMD) of an amount of INR1 lakhs per MW or part thereof of the capacity applied for each project separately, by direct transfer in JBVNL's Bank Account (details provided below) through National Electronic Funds Transfer (NEFT) / Real Time Gross Settlement (RTGS) or in the form of a Bank Guarantee/ Demand Draft drawn on a Nationalised Bank/Scheduled Commercial Bank, in favour of "Jharkhand Bijli Vitran Nigam Limited" payable at Ranchi.

Details for NEFT/RTGS Payment –

Name: Jharkhand Bijli Vitran Nigam Ltd.

Name of Bank: Bank of India

Branch: Clubside, Ranchi, Jharkhand - 834001

Bank Account Number: 490220110000560

IFSC: BKID0004902

- b) Bidders placing Bid for more than one Project shall furnish individual Bid Security desired for each Project or for the combined capacity as they may choose.
- c) Desired Bid Security shall be furnished by every Bidder including MSMEs or any Govt./ semi Govt./ PSU organizations/ agencies. The initial validity of Bid Security shall be for a period of One hundred and eighty (180) Days from the Bid Deadline, which shall be extended by the Bidder on the advice of JBVNL, if required, at any time during Bid Validity Period but at least fifteen (15) Days prior to end of Bid Validity Period.
- d) While the scanned copy of the EMD shall be submitted online along with the Technical Proposal, the original demand draft/ BG shall be sent in a sealed envelope to the address mentioned above before the due date and time i.e. 06/09/2021 at 18:00 Hrs.
- e) Proposals, which are not accompanied by the above EMD, shall be rejected by JBVNL as non-responsive.
- f) For unsuccessful Bidders, the EMD shall be refunded after finalization of Tender.
- g) For successful Bidder, EMD shall be released on the payment of the performance guarantee or can be adjusted against security deposit requirements
- h) The following shall cause the forfeiture of EMD.
 - a. If the Bidder modifies/ withdraws its Bid proposal except as per the provisions specified in the Tender document;
 - b. If the Bidder withdraws its Bid proposal before the expiry of the validity period of the Bid proposal;
 - c. If the successful Bidder fails to provide the performance guarantee or fail to execute the PPA within the stipulated time or any extension thereof provided by JBVNL;
 - d. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect;
 - e. If the selected Bidder does not accept the Letter of Intent unconditionally within fifteen (15) days of issue of Letter of Intent or the period as extended by JBVNL.

3.22 OPENING OF BID - Online:

- a) The Technical Proposal received online shall be opened on 07/09/2021 at 17:00 Hrs, in the office of General Manager (Commercial), JBVNL, Ranchi. It is clarified that no representative of any Bidder shall be required to visit JBVNL office at any time during the bid process.
- b) The Financial Proposal received by JBVNL online will remain unopened until the Technical Proposal has been evaluated for their responsiveness to provisions of this Tender document.

- c) No Bid shall be rejected at Bid opening except for delayed/ late submission of envelope containing original BG/DD's; and Bids not accompanied with the required tender fee and EMD.
- d) JBVNL would subsequently examine responsiveness of proposals in accordance with the provisions of this Tender Document.
- e) The Financial Bids of only the qualified bidders shall be opened after evaluation of Technical Proposal. The list of Bidders meeting the qualification criteria whose Price Bid part shall be opened shall be notified on www.jharkhandtenders.gov.in

3.23 RIGHT TO WITHDRAW THE RFP AND TO REJECT ANY BID:

- a) This RFP may be withdrawn or cancelled by the JBVNL at any time without assigning any reasons thereof. The JBVNL further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.
- b) The JBVNL 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 JBVNL shall have no liability towards any Bidder and no Bidder shall have any recourse to the JBVNL with respect to the selection process.
- c) Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, JBVNL reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by JBVNL may be a ground for rejecting the Bid(s). Strict adherence to the documents required to be submitted in Envelope – I, as per Section VI shall be ensured, failure on this account may lead to rejection of Bid.
- d) JBVNL reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the RFP before Bid Deadline. The decision regarding acceptance of Bid by JBVNL will be full and final.

3.24 ZERO DEVIATION:

Bidder is to ensure compliance of all provisions of the RFP and submit their Bid accordingly. Bid with any deviation to the RFP conditions shall be liable for rejection without any explanation.

3.25 EXAMINATION OF BID DOCUMENT:

- a) Before submission of Bid, Bidder is required to carefully examine the technical specification, terms and conditions of RFP/ Agreement, and other details relating to envisaged work as per the RFP.
- b) The Bidder shall be deemed to have examined the RFP and Agreement, to have obtained information on all matters whatsoever that might affect the execution of the Project activity and to have satisfied himself as to the adequacy of his Bid. The Bidder shall be deemed to have known the full scope, nature and magnitude of the work and related supplies and the requirements of material and labour involved etc. and as to all supplies, he must complete in accordance with the RFP.
- c) Bidder is advised to submit the Bid based on conditions stipulated in the RFP. Bidder's standard terms and conditions, if any for what-so-ever reasons, will not be considered. The cancellation / alteration / amendment / modification in RFP shall not be accepted by JBVNL and shall invite rejection of such Bid(s).

- d) Bid not submitted as per the instructions to Bidder is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this RFP or its amendments, if any.

3.26 CHANGE IN LAW

Change in Law shall have the meaning ascribed thereto in Article 12 of the PPA

3.27 TAXES AND DUTIES:

The Financial Bid should include all taxes and duties etc., if any. Solar Power Generators shall be entirely responsible for all taxes, duties, license fees, etc. All taxes shall be payable by the Solar Power Generators. However, if any new change in tax/duty and cess is affected in the period after the Financial Bid Submission Deadline the same shall be dealt in accordance with Article 12 of the PPA.

3.28 PROGRESS REPORT:

Solar Power Generators shall have to commission the Project within nine (9) Months from the effective date. The SPG shall submit monthly progress report to JBVNL in the prescribed proforma to be designed in discussion with JBVNL till the COD. JBVNL shall have the right to depute his/their representatives to ascertain the progress at the premises of work of the SPG.

3.29 FORCE MAJEURE:

- a) For purpose of this RFP, force majeure shall mean an event beyond the control of the SPG and not involving his fault or negligence and not foreseeable, in its contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restriction, fright embargoes, site clearance etc. Whether a force majeure situation exists or not, shall be decided by JBVNL and its decision shall be final and binding on the SPG and all other concerned.
- b) In the event that the SPG is not able to perform its obligations under this Agreement on account of force majeure, it will be relieved of its obligations during the force majeure period.
- c) If a force majeure situation arises, the SPG shall promptly notify JBVNL and Power Procurer both in writing, not later than three (3) Days from the date such situation arises (in case, communication is not possible to JBVNL, SPG shall notify JBVNL not later than one (1) Days from the day when communication system will be restored). The SPG shall notify JBVNL and Power Procurer not later than three (3) Days of cessation of force majeure conditions. After examining the cases and associated facts, JBVNL shall decide and grant suitable additional time for the completion of the work, if required.
- d) Failure of such SPG in timely intimating JBVNL will suspend its right for any relief otherwise eligible under such force majeure conditions.

3.30 APPLICABLE LAW:

The Agreement shall be interpreted in accordance with the laws of India.

3.31 SETTLEMENT OF DISPUTE:

- a) If any dispute of any kind whatsoever arises between JBVNL and the SPG in connection with or arising out of the Agreement including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.
- b) If the parties fail to resolve, such a dispute or difference by mutual consent, within forty five (45) Days of its arising, then the dispute shall be referred by either party by giving notice

to the other party in writing of its intention to refer to arbitration conducted under the provisions of the Arbitration & Conciliation Act, 1996. The decision of such Arbitration shall be final and binding up on the parties. The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. All the dispute will be settled in the High Court of Jharkhand. No arbitration proceedings will commence unless such notice is given.

- c) Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.
- d) Cost of arbitration shall be borne as per the award of the arbitration.

3.32 LANGUAGE:

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and JBVNL shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in Hindi language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

3.33 AMENDMENT:

JBVNL reserves the right to modify, amend or supplement RFP documents including all formats and annexures at any time. Bidder are advised to follow and keep track of JBVNL website for updated information till the selection of Bidder. No separate notifications will be issued for such notices/ amendments/ clarification etc. in the print media or individually. JBVNL shall not be responsible and accountable for any consequences to any party.

3.34 SEVERABILITY:

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable, and, in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force and effect.

3.35 PRICE PREFERENCE:

There is no relaxation in terms of any conditions of the RFP or Processing Fee or Bid Security or PBG or BG for any private company or State or Central company/agency.

3.36 TAX EXEMPTIONS:

JBVNL will extend possible cooperation to SPG in availing any tax exemptions. However, the responsibility of availing any such exemptions, if any, would rest with the SPG.

3.37 FRAUD AND CORRUPTION

The SPGs, suppliers and contractors and their sub-contractors under the contracts are required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this, the JBVNL:

- a) Defines, for the purpose of this provision, the terms set forth below as follows:
 - i. **“corrupt practice”** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. **“fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- iii. **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. **“obstructive practice”** is
 - deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a JBVNL’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;
 - or
 - acts intended to materially impede the exercise of the JBVNL’s inspection and audit rights.
- b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.
- c) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- d) will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the JBVNL to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the JBVNL.

3.38 DEBARRED FROM PARTICIPATING IN JBVNL’S TENDER

- a) Agency reserves the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. In case it is observed that a Bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RFP, such Bidder may be debarred from participating in JBVNL’s any future tender/ RFP for a period as decided by the competent authority of JBVNL.

4. SECTION IV: BID EVALUATION

4.1 The Evaluation Process comprises the following steps:

- a) Step I-Responsiveness check of Technical Bid described in Section- IV and Evaluation of Bidder' fulfilment of Eligibility Criteria described in Section- III
- b) Step II-Evaluation of Financial Bid
- c) Step-III-Selection of successful bidders

4.2 RESPONSIVENESS CHECK OF TECHNICAL BID:

The Technical Bid submitted by the bidder online shall be scrutinized to establish responsiveness to the requirements laid down in the RFP. Any of the following may cause the Bid to be considered "Non-responsive" and liable to be rejected, at the sole discretion of JBVNL, subject to sufficient justification:

- a) Bid not submitted in prescribed form as mentioned in the RfP.
- b) Bid that are incomplete, i.e. not accompanied by any of the applicable and required formats;
- c) Bid not accompanied by contents of Envelope – I;
- d) Bid not signed by authorized signatory and /or stamped in the manner indicated in this RFP;
- e) Material inconsistencies in the information /documents submitted by the Bidder affecting the Eligibility Criteria;
- f) Information not submitted in the formats specified in this RFP;
- g) Bid being conditional in nature;
- h) Bid not received by the Bid Deadline;
- i) Bid having conflict of interest;
- j) Bidder makes any misrepresentation;
- k) Any other act of Bidder which may be unlawful for the purpose of this RFP.
- l) Bid submitted is not in requisite format(s).

Each Bid shall be checked for compliance with the submission requirements set forth in this RFP before the evaluation of Bidder's fulfilment of Eligibility Criteria is taken up.

4.3 QUALIFIED BIDDER(S) SELECTION:

- a) Bid qualifying in as per Eligibility Criteria shall only be evaluated in this stage.
- b) Bidders who meet the Net-Worth criteria/ Annual turnover criteria of a Project would be termed as Qualified Bidders. Only their online financial bid would be accepted.
- c) All Bidder qualifying Eligibility Criteria shall be placed as equal.
- d) Qualified Bidder shall quote the fixed tariff for the entire term of the PPA with effect from the COD ("Quoted Tariff") in the Financial Bid. The Quoted Tariff shall be in (Rupees/Unit) up to two (2) decimal place

4.4 OPENING OF FINANCIAL BID

- a) Opening date and time of Price Bid of the technically qualified Bidders will be intimated after the technical Bid evaluation
- b) The bids received with tariff more than the FIT determined by JSERC shall be rejected
- c) Similarly, the Solar Power Generators under developer mode shall be restricted to submit only one bid per sub-station under the scheme. The bids will be subject to disqualification, if it is found that its proprietor/partner/director/member has submitted multiple bids with different shortlisted landowners for the same sub-station.
- d) If the aggregate capacity offered by bidders who fulfil the technical and financial qualification criteria is less than or equal to 50 MW, LoA will be issued to all the eligible bidders whose quoted tariff is less than or equal to tariff determined by Hon'ble JSERC.
- e) If the aggregate capacity offered by bidders who fulfil the technical and financial

- qualification criteria is more than 50 MW, then the bidders with lower quoted Tariff (in ascending order) shall be qualified, until the aggregate capacity is equal to 50 MW.
- f) Capacity allocation of units will consider the lowest tariff proposal among all the substations. However, for any single substation, capacity allocation cannot be more than 2 MW. If two or more bidders quote same tariff (compared with two decimals) either for the same substation or different substations, the date and time of online registration for eligibility of landowners will be considered for allocation (First come first serve basis).
 - g) JBVNL will have discretion powers to achieve the lowest cost of power purchase in the capacity allocation of Units
 - h) The bidder has to quote capacity in the multiple of hundred (100) between 500 kW & 2MW for any particular substation. JBVNL will have the final discretionary powers in allocation of the capacity.

4.5 AWARD OF CONTRACT TO SUCCESSFUL BIDDER

- a) JBVNL shall provide LOA to the Successful Bidder. The date of issuance of LOA shall be intimated by the JBVNL to the Successful Bidder.
- b) The Successful Bidder has to sign the LOA and submits PBG in favour of the procurer of required value within 30 days from the date of issuance of LOA, the JBVNL reserves the right to annul/cancel the LOA of the Successful Bidder.
- c) In case JBVNL cancels the LOA issued to the Successful Bidder due to its non-compliance or successful bidder fails to sign the LOA within the stipulated timeline, the capacity of such bidder will be withdrawn and the bidder will be debarred from participating in JBVNL RFPs / tenders for next 2 years.
- d) In case, if none of the waitlisted bidder(s) is interested in taking the Project, then JBVNL will take appropriate action.
- e) JBVNL at its own discretion, has the right to reject any or all the Bid without assigning any reason whatsoever.

4.6 PERFORMANCE BANK GUARANTEE:

- a) The SPG shall provide Performance Bank Guarantee (PBG) of Rs. 5 Lakh/MW to procurer within 30 days from date of issue of Letter of Award.
- b) The Bank Guarantees against bid security / EMD shall be returned to the selected SPG on submission of valid PBGs. The selected SPG is required to sign PPA with the DISCOM in line with the timeline given in the RFP. In case, the selected SPG fails to execute the PPA within the stipulated time period, the Bank Guarantee equivalent to Bid Security / EMD shall be encashed by procurer as penalty.
- c) However, in case any bidder is not selected, JBVNL shall release the Bid Security / EMD within 15 days of the date of issue of LOA to successful SPG/ (s). The PBGs shall be valid for a period of 12 months from the date of issue of LOA for the SPP. The PBG will be returned to the SPG immediately after successful commissioning of solar power plant, after taking into account any penalties due to delay in commissioning.

4.7 SIGNING OF PPA

- a) The signing of PPA by the SPG (s) with the Procurers shall happen within 60 days of issuing the LOA on the basis of Project Capacity.
- b) Individual PPA shall be signed by the SPG(s) with Procurer at the tariff quoted and finalised by the end of the financial evaluation process
- c) In case, the SPG fails to execute the PPA within the stipulated time period, the Performance Bank Guarantee equivalent to Bid Security / EMD shall be encashed by procurer as penalty.
- d) The term of the PPA shall be in line with Article 2 of the PPA. The Procurer will be obliged to buy the power in line with Clause 4.3 of the PPA.

- e) However, the SPG is required to achieve a minimum generation as per Clause 4.3 of the PPA subject to a minimum CUF of 15% on annual basis during the PPA period.

4.8 SHORTFALL IN MINIMUM GENERATION:

During PPA, if for any contract year, it is found that the SPG RPG has not been able to generate minimum energy; such shortfall in performance shall make SPG liable to pay the compensation as provided in Article 4 of the PPA to the procurer.

4.9 COMMISSIONING

The selected SPG shall commission the solar power plant within nine months from the effective date as specified in article 5 of PPA. The SPG may commission the SPP during this period of nine months and the applicable tariff shall be in accordance to Article 9 of the PPA. A duly constituted Committee of DISCOM officials will physically inspect the Plant in not more than 03 days from the date of receiving a call from the SPG and certify successful commissioning of the plant. In case any SPG fails to achieve this milestone, procurer shall encash the Performance Bank Guarantee (PBG) in the manner as specified in Article 4 of PPA.

In case any PBG, BG (if available) or Bid Security is utilized, partly or fully, towards recovery/ adjustment of LD/ penalty, the same shall be replenished to its original value and validity period within seven (7) Days of written communication on this behalf from JBVNL or procurer to SPG.

In case any SPG fails to achieve this milestone, DISCOM shall encash the Performance Bank Guarantee (PBG) in the following manner:

- a) Delay up to two months - The PBG on per day basis and proportionate to the balance capacity not commissioned.
- b) In case the commissioning of the solar power plant is delayed over two months, the PPA capacity shall stand reduced / amended to the Project capacity commissioned at the end of 11th month from date of issuance of Letter of Award.

In case of delays of plant commissioning due to the reasons beyond the control of the SPG, DISCOM after having been satisfied with documentary evidences produced by the SPG for the purpose, can extend the time for commissioning date without any financial implications to the RPG.

5. SECTION V: CHECKLIST

1. Checklist

S. No.	Particular	Format No.	Copy Attached (Yes / No)	Page No.
1.	Covering Letter	1	Yes / No	
2.	Bid processing Fee (Non- Refundable)	-	Yes / No	
3.	Bid Security (In Bank Guarantee / DD/ FDR/RTGS / NEFT Transfer)	4 (in case of Bank Guarantee)	Yes / No	
4.	Power of Attorney in favour of authorized signatory (To be stamped in accordance with Stamp Act)	7	Yes / No	
5.	Board Resolution in support of power of attorney in favour of authorized signatory (applicable for companies)	-	Yes / No	
6.	General Particulars	2	Yes / No	
7.	Bidder's composition and ownership structure	3	Yes / No	
8.	Declaration for Eligibility Criteria Requirement (Financial) (if applicable)	8	Yes / No	
9.	Format for Certificate of Relationship in case of Affiliate (if applicable)	9	Yes / No	
10.	Certificate of Incorporation (if applicable)	-	Yes / No	
11.	Undertaking Form	10	Yes / No	
12.	Consortium Agreement (If applicable)	11	Yes / No	
13.	Declaration	13	Yes / No	

S. No.	Particular	Format No.	Copy Attached (Yes / No)	Page No.
14.	Board Resolution/power of attorney in favour of Lead Bidder (if applicable)	12	Yes / No	
	RFP Document Sealed and Signed along with the corrigenda, addenda and pre-bid minutes (if any)	-	Yes / No	

6. SECTION VII: FORMATS FOR RFP

FORMAT 1: Covering Letter Covering Letter for Submission of Technical Proposal

*(The covering letter should be on the Letter Head of the Bidder/ Lead Member of Consortium.
Italicised text is for directions. Please remove the italicised text before finalising a format)*

RFP No.: _____ Date: _____

From: *(Insert name and address of Bidder)*

Tel.: _____

E-mail: _____

To: General Manager (Commercial)

Jharkhand Bijli Vitran Nigam Limited
Engineer's Building, HEC, Dhurwa,
Ranchi- 834001

Sub: Request for Proposal (RFP) for Selection of Solar Power Generators for Implementation of 50 MW Grid Connected Solar based power plants connected to 33/11 kV substation for Sale of Solar Power to JBVNL at various locations in the state of Jharkhand Under PM-KUSUM Component-A

Dear Sir,

- a) We, the undersigned _____ [insert name of the Bidder] having read, examined and understood in detail the Request for Proposal (RFP) for Design, Engineering, Supply, Installation, Testing and Commissioning including construction of bay and related switchgear at sub-station along with Comprehensive Operation & Maintenance (for twenty-five (25) Operational Years of Grid Connected Solar based Power Plants (SPPs) of aggregate capacity of 100 MW for Sale of Solar Power to JBVNL at the delivery point in each substation at various locations in the state of Jharkhand, India, hereby submit our Bid comprising of Financial Bid and Technical Bid. We confirm that neither we nor any of our Affiliate (if applicable) has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.
- b) We give our unconditional acceptance to the RFP attached thereto, issued by Jharkhand Bijli Vitran Nigam Limited, as amended. As a token of our acceptance to the RFP, the same have been initialled by us and enclosed to the Bid. We shall ensure that we execute such RFP as per the provisions of the RFP and provisions of such RFP shall be binding on us.

c) Project Groups

We are pleased to submit our bid for the following substations as mentioned in table below:

Substation Name	Capacity quoted	Participation*(Yes / No)
-----------------	-----------------	--------------------------

**Note: Bidder shall mention 'Yes' corresponding to substations it wants to bid and clearly mention 'No' for substations where it does not intend to bid. In case of any empty cell, Nodal Agency shall consider it as "No" intention of participation in that substation.*

d) Bid Security

We have enclosed Bid Security in form of RTGS / NEFT / Bank Guarantee for each project Group of amounts as mentioned in this RFP, details of which are hereunder:

Substation	Bid Security (INR Lakhs)	Participation* (Yes / No)	Bid Security Details
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**Note: Bidder shall mention 'Yes' corresponding to substations it wants to bid and clearly mention 'No' for substations where it does not intend to bid. In case of any empty cell, Nodal Agency shall consider it as "No" intention of participation in that substation.*

OR

We have enclosed a Bid Security in form of RTGS / NEFT / Bank Guarantee (Bid Security Details) of cumulative amount required of Rs. _____, subject to clause 3.21 as mentioned in this RFP.

We have submitted our Financial Bid strictly as per this RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format(s).

e) Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by Nodal Agency 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 fulfil our obligations with regard to execution of projects of capacity offered.

f) 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, in the event of our selection as Bidder. We further undertake and agree that all such factors as mentioned in RFP have been fully examined and considered while submitting the Bid.

We undertake that we have satisfied ourselves with the site conditions of the projects and our proposed financial bid takes into consideration the existing site conditions.

g) Contact Person

Details of the contact person are furnished as under:

Particulars	Description
Name	
Designation	
Company	
Address	
Phone Nos.	
Fax Nos.	
E-mail address	

We are enclosing herewith the Envelope-I (Covering letter, Processing fee and Bid Security) and Envelope-II (Technical documents) containing duly signed formats, each one duly sealed separately, in one original, as desired by you in the RFP for your consideration.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from Nodal Agency. 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. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred and eighty days and confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated on the day _____ of 2021

Thanking you,
We Remain,
Yours Faithfully,

Name:

Designation

Signature of Authorized Person in whose name Power of Attorney/Board
Resolution.

FORMAT 2: General Particulars of the Bidder

S. No.	Particulars	Details
1.	Name of the Bidder	
2.	Type of Bidders (Individual farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organisations (FPO) /Water User associations (WUA) or projects developer)	
3.	Mode of Development	
4.	Address for communication	
5.	E-mail	
6.	Web site	
7.	Authorized Contact Person(s) with name, designation, Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
8.	Year of Incorporation (as applicable)	
9.	Have the Bidder/Company debarred preceding 3 years from bid submission date by any Govt. Dept. / undertaking for undertaking any work	
10.	Reference of any documentation formation attached by the Bidder other than specified in the RFP.	
11.	Whether the Bidder wishes to form a Project Company for execution of work	Yes/No
12.	Bidder is listed in India (as applicable)	Yes/No
13.	GSTIN No.	
14.	PAN No.	
15.	Certificate of Incorporation of Bidder/ Affiliate (as applicable) enclosed	Yes/No
16.	Partnership deed for LLPF/ Sole Proprietor registration (as applicable) enclosed	Yes/No

(Signature of Authorized Signatory)
With Stamp

FORMAT 3: Shareholding certificate for company / partner contribution in a partnership firm

(as applicable)

SHAREHOLDING CERTIFICATE FOR COMPANY

Name of the Equity holder	Type and Number of shares owned	% of equity holding	Extent of Voting rights
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OR

PARTNER CONTRIBUTION IN PARTNERSHIP FIRM

Name of Partner	Capital Contribution (Rs)	% of Ownership in the Firm

(Signature of Authorized Signatory) With Stamp

(Signature of Company Secretary/Director/Chartered Accountant)

FORMAT 4: Format for bank guarantee for bid security

(To be stamped on non – judicial stamp paper as per the stamp act of the state where the document is made)

Ref: _____

Bank Guarantee No.:

Date: _____

- a) In consideration of the [Insert name of the Bidder] (hereinafter referred to as Bidder) submitting the response to Request for Proposal (RFP) for **“Selection of Solar Power Generators for Implementation of 50 MW Grid Connected Solar based power plants connected to 33/11 kV substation for Sale of Solar Power to JBVNL at various locations in the state of Jharkhand Under PM-KUSUM Component-A”** involving a broad scope for Design, Engineering, Supply, Installation, Testing and Commissioning including construction of bay and related switchgear at sub-station along with Comprehensive Operation & Maintenance (for twenty-five (25) Operational Years of Grid Connected Solar based Power Plants (SPPs) of aggregate capacity of 100 MW for Sale of Solar Power to JBVNL at the delivery point in each substation at various locations in the state of Jharkhand, India in response to the RFP No. _____, Date _____ issued by Jharkhand Bijli Vitran Nigam Limited (hereinafter referred to as Nodal Agency) and Nodal Agency considering such response to the RFP of [insert the name of the Bidder] as per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to Nodal Agency at [Insert Name of the Place from the address of Nodal Agency] forthwith on demand in writing from Nodal Agency or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees [Insert amount] only, on behalf of M/s. [Insert name of the Bidder].
- b) This guarantee shall be valid and binding on this Bank up to and including [insert date of validity in accordance with this RFP] and shall not be terminable by notice or any change in the constitution of the Bank or the term of Agreement 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.
- c) Our liability under this Guarantee is restricted to Rupees (Rupees only). Our Guarantee shall remain in force until *[insert date of Bid Validity Period in accordance with this RFP]*. Only Nodal Agency shall be entitled to impose penalty equivalent to this Guarantee till _____ [Insert date which is 30 Days after the date in the preceding sentence].
- d) The Guarantor Bank hereby agrees and acknowledges that only the Nodal Agency shall have a right to impose penalty equivalent to this BANK GUARANTEE in part or in full, as it may deem fit.

- e) The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by Nodal Agency, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Nodal Agency.
- f) 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 Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Nodal Agency in respect of any payment made hereunder.
- g) This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Bhopal shall have exclusive jurisdiction.
- h) 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.
- i) 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.
- j) This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Nodal Agency 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 Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees_____ (Rupees_____ only) and it shall remain in force until *[Date to be inserted on the basis of this RFP]* with an additional claim period of thirty (30) Days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Nodal Agency serves upon us a written claim or demand.

Signature

Name

Power of Attorney No.:

For [Insert Name of the Bank] Banker's Stamp and Full Address.

Dated this day of __ 20 __

Witness:

Signature

Name and Address

Signature
Name and Address

FORMAT 5: Format for performance bank guarantee

(To be stamped on non – judicial stamp paper as per the stamp act of the state where the document is made)

- a) In consideration of the *[Insert name of the Bidder]* (hereinafter referred to as (Bidder) submitting the response to Request for Proposal (RFP) for **“Selection of Solar Power Generators for Implementation of 50 MW Grid Connected Solar based power plants connected to 33/11 kV substation for Sale of Solar Power to JBVNL at various locations in the state of Jharkhand Under PM-KUSUM Component-A”** involving a broad scope for Design, Engineering, Supply, Installation, Testing and Commissioning including construction of bay and related switchgear at sub-station along with Comprehensive Operation & Maintenance (for twenty-five (25) Operational Years of Grid Connected Solar based Power Plants (SPPs) of aggregate capacity of 100 MW for Sale of Solar Power to JBVNL at the delivery point in each substation at various locations in the state of Jharkhand, India in response to the RFP No. _____, date _____ issued by Jharkhand Bijli Vitran Nigam Limited (hereinafter referred to as Nodal Agency) and Nodal Agency considering such response to the RFP of *[insert the name of the RPG]* (which expressions shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the RPG and issuing LOA No. _____ to *(Insert Name of RPG)* as per terms of RFP and the same having been accepted by the selected Project Company, M/s {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RFP, the *[insert name & address of bank]* hereby agrees unequivocally, irrevocably and unconditionally to pay to Nodal Agency at *[Insert Name of the Place from the address of the Nodal Agency]* forthwith on demand in writing from Nodal Agency, or any officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ [Rupees _____ (Total Value in words)] only, on behalf of M/s *[Insert name of the SPD / Project Company]*. This guarantee shall be valid and binding on this Bank up to and including _____ and shall not be terminable by notice or any change in the constitution of the Bank or the term of Agreement 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.
- b) Our liability under this Guarantee is restricted to Rupees (both in numbers and words)
- c) Our Guarantee shall remain in force until Nodal Agency shall be entitled to invoke this Guarantee till _____. The Guarantor Bank hereby agrees and acknowledges that Nodal Agency shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.
- d) The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by Nodal Agency, made in any format, raised at the

above mentioned address of the Guarantor Bank, in order to make the said payment to Nodal Agency.

- e) The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the SPD. The Guarantor Bank shall not require Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Nodal Agency in respect of any payment made hereunder.
- f) This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Bhopal shall have exclusive jurisdiction.
- g) 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.
- h) 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.
- i) This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected RPG/ Project Company, to make any claim against or any demand on the RPG or to give any notice to the RPG/ Project Company or to enforce any security held by Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the RPG/ Project Company.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees _____ (Rupees _____ 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 Nodal Agency serves upon us a written claim or demand.

Signature

Name

Power of Attorney No.

For

[Insert Name of the Bank]

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20____

Witness:

Signature

Name and Address

Signature
Name and Address

FORMAT 6: Checklist for PBG

S. No.	Details of checks	YES/NO
1	Is the Bank Guarantee on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of Bank Guarantee and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the Bank Guarantee has been issued. Also, the Stamp Paper should not be older than six (6) Months from the date of execution of Bank Guarantee).	
3	Has the executing Officer of Bank Guarantee indicated his name, designation and Power of Attorney No./ Signing Power no. on the Bank Guarantee?	
4	Is each page of Bank Guarantee duly signed / initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed Performa?	
5	Does the Bank Guarantees compare verbatim with the Performa prescribed in the Bid Documents?	
6	Are the factual details such as Bid Document No. / Specification No., / LOA No. (if applicable) / Amount of Bank Guarantee and Validity of Bank Guarantee correctly mentioned in the Bank Guarantee	
7	Whether overwriting/cutting if any on the Bank Guarantee have been properly authenticated under signature & seal of executant?	

FORMAT 7: Power of Attorney

(To be stamped on non – judicial stamp paper as per the stamp act of the state where the document is made)

- a) Power of Attorney to be provided by the Bidder in favour of its representative as evidence of authorized signatory's authority.
- b) Know all men by these presents, we (name and address of the registered office of the Bidder as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & 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 'Selection of Solar Power Generators for Implementation of 50 MW Grid Connected Solar based power plants connected to 33/11 kV substation for Sale of Solar Power to JBVNL at various locations in the state of Jharkhand Under PM-KUSUM Component-A' in response to the RFP No. _____, Date _____ issued by Nodal Agency 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 the Nodal Agency may require us to submit. The aforesaid Attorney is further authorized for making representations to the Jharkhand Bijli Vitran Nigam Limited and providing information/ responses to Nodal Agency representing us in all matters before Nodal Agency and generally dealing with Nodal Agency in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned in RFP.
- c) 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.
- d) 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's/ executant's company) through the hand of

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:

(Signature)

Name

Designation

(Signature)

Name

Designation

FORMAT 8: Financial Eligibility criteria requirement

(To be submitted on the letterhead of Bidder/ Lead Member/ Member of Consortium)

To,

Jharkhand Bijli Vitran Nigam Limited

Ranchi

Dear Sir,

Sub: Selection of Solar Power Generators for Implementation of 50 MW Grid Connected Solar based power plants connected to 33/11 kV substation for Sale of Solar Power to JBVNL at various locations in the state of Jharkhand Under PM-KUSUM Component-A , India in response to the RFP No._____, Date _____

We submit our Bid for which details of our Financial Eligibility Criteria Requirements are as follows.

Net worth of Indian Rupees_____Lakh computed as per instructions provided in this RFP based on unconsolidated audited annual accounts (refer Note-1 below). The relevant financial statement for respective years shall be enclosed, duly signed by authorized signatory.

Name of Entity being evaluated	Name of Affiliate in case its Financial Strength being used	Financial Year	Financial Criteria (fill as applicable) to be met as per Clause 3.11
			Net worth (INR Lakh)

Note:

The bidders shall declare in undertaking (FORMAT -10) the criteria on which they fulfil the financial eligibility as per the provisions of this RFP.

Yours faithfully

(Signature and stamp of Authorized Signatory of Bidder)

Name: _____

Date: _____

Place: _____

(Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidder. Name: _____

Date: _____

Place: _____

Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or a member of a Consortium, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted;
- d) Should be submitted on the letter head of the public accountant.

Notes:

Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 26% equity and control 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.

FORMAT 9: Format for certificate of relationship of affiliate with the bidder

To,

Dear Sir,

Sub: RfP for Selection of Solar Power Generators for Implementation of 50 MW Grid Connected Solar based power plants connected to 33/11 kV substation for Sale of Solar Power to JBVNL at various locations in the state of Jharkhand Under PM-KUSUM Component-A, India.

We hereby certify that M/s_____, M/s_____, M/s_____ are the Affiliate(s) of the Bidder as per the definition of Affiliate as provided in this RFP and based on details of equity holding as on seven (7) Days prior to the Bid Deadline.

The details of equity holding of the Affiliate /Bidder or vice versa as on seven (7) Days prior to the Bid Deadline are given as below:

a) In case of Bidder being Company/ LLP/ Partnership Firm/ Sole – Proprietor:

Name of Company/ LLP/ Partnership Firm/ Sole – Proprietor	Name of the Affiliate	Details of Equity Holding
--	------------------------------	----------------------------------

OR

b) In case of Bidder being member of the Consortium

Name of Member of Consortium	Name of the Affiliate	Details of Equity Holding
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Yours Faithfully

(Insert Name and Signature of Statutory Auditor or Company Secretary of the Bidder/ Member of Consortium)

FORMAT 10: Undertaking Form

(Undertaking from Affiliate of Bidder/ Lead Member/ Member of Consortium)

Name:_____

Full Address:_____

Telephone No.: E-mail address: Fax/No.:_____

To,

Dear Sir,

- a) We refer to the RFP No._____, Date _____ for Request for Proposal (RFP) for Selection of Solar Power Generators for Implementation of 50 MW Grid Connected Solar based power plants connected to 33/11 kV substation for Sale of Solar Power to JBVNL at various locations in the state of Jharkhand Under PM-KUSUM Component-A , India.
- b) We have carefully read and examined in detail the RFP regarding submission of an undertaking, as per the prescribed Format of the RFP.
- c) We confirm that M/s_____ (Insert name of Bidder) is our Affiliate on the following basis:
- d) that M/s (Insert name of Bidder) has been authorized by us to use our financial capability for meeting the Financial Eligibility as specified in the RFP referred to above in terms of Net worth.
- e) We have also noted the amount of the Performance Guarantees and Bid Security required to be submitted as per the RFP by (Insert the name of the Bidder) in the event of it being selected as the SPD.
- f) In view of the above, we hereby undertake to you and confirm that in the event of failure of (Insert name of the Bidder) to submit the Performance Guarantees and Bid Security in full or in part at any stage, as specified in the RFP, we shall submit the Performance Guarantee and Bid Security not submitted by (Insert name of the Bidder)".
- g) We also undertake that we shall maintain our relationship with M/s_____ insert name of bidder) so that it is in accordance with

principles of 'Control' and 'Affiliate' laid out in RFP No._____, Date _____ . *(in case of affiliate)*

- h) We have attached hereto certified true copy of the Board Resolution, whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.
- i) All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the RFP.

Signature of Chief Executive Officer/Managing Director

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

WITNESS

(Signature)

Name

Designation

(Signature)

Name

Designation

FORMAT 11: Format for consortium agreement

Joint Bidding/ Consortium Agreement Format for Participation in

“Request for Proposal (RFP)

For

Selection of Solar Power Generators for Implementation of 50 MW Grid Connected Solar based power plants connected to 33/11 kV substation for Sale of Solar Power to JBVNL at various locations in the state of Jharkhand Under PM-KUSUM Component-A, India.”

(To be stamped as per the stamp act of the state where the document is made)

THIS JOINT BIDDING AGREEMENT is entered into on this ____ day of ____ 2020.

AMONGST

{ _____, party on **First Part** of consortium} and having its registered its registered office at _____ (Hereinafter referred to as the **“First Part” or “Lead Member”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

_____ Having its registered office at _____ (Hereinafter referred to as the **“Second Part” or “Member”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the First and Second are collectively referred to as the **“Parties”** and each is individually referred as a **“Party”** **WHERE AS**, Jharkhand Bijli Vitran Nigam Limited. (hereinafter referred to as the **“JBVNL”** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **“Applications”**) by its RFP No. _____, Date _____ for award of the rate contract/ work under **Selection of Solar Power Generators for Implementation of 50 MW Grid Connected Solar based power plants connected to 33/11 kV substation for Sale of Solar Power to JBVNL at various locations in the state of Jharkhand Under PM-KUSUM Component-A, India** at the delivery point in each substation at various locations in the state of Jharkhand, India (hereinafter called **“Project (s)”**) and Selection of Solar Power Developer for the same.

i. The Parties are interested in jointly bidding for the Project as members of consortium in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

ii. It is a necessary condition under the RFP document that the members of the Consortium

shall enter into a Consortium agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

Definitions and Interpretations

In this agreement, the capitalized terms shall, unless the context otherwise require, have the Meaning ascribed thereto under the above-mentioned RFP.

1. Consortium

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process. The Parties hereby undertake to participate in the Bidding Process in a Project Group as per Table 1 of this RFP, only through this Consortium and not individually and/ or through any other consortium constituted for this RFP, either directly or indirectly or through any of their Affiliate(s).

2. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) The parties agree to submit bid as Consortium for following Substations:

Substation	Participation (Yes / No)
A.	
B.	
C.	
D.	
E.	
F.	

**Note: Bidder shall mention ‘Yes’ corresponding to substations it wants to bid and clearly mention ‘No’ for substations where it does not intend to bid. In case of any empty cell, Nodal Agency shall consider it as “No” intention of participation in that substation.*

- b) Only First Part shall be evaluated for qualification against technical eligibility criteria as per RFP.
- c) First Part shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and after its selection as Successful Bidder.
- d) First Part would be responsible and obligated for successful execution of all work awarded to them by JBVNL and in no circumstances the same shall be the responsibility of Second Part. Pursuant to selection of Successful Bidder as per criteria

delineated in the RFP, all obligations as per RFP shall be borne by the First Part.

- e) Second Part and Third part shall work in accordance with roles and responsibilities assigned to them by First Part as a part of their internal understanding.
- f) Parties have agreed and documented clearly stated roles and responsibilities between First Part, Second Part and Third Part for execution of work awarded by JBVNL
- g) Subject to the terms of this agreement, the share of each Member of the Consortium in the “issued equity share capital” shall be in the following proportion: (if applicable)

Name of Member	Proposed % Equity holding
Lead Member (At least 51%)
Member	

3. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Bid Validity Period of Award and further in accordance with the LOA subsequently issued if bid arrives as successful. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for Award of the work, the Agreement will stand terminated in case the Applicant is not pre-qualified.

4. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by Parties without the prior written consent of the JBVNL. Party of First Part would decide on the representative of Consortium at JBVNL.

IN WITNESS WHERE OF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For

and on behalf of Lead Member by:

(Signature)

(Name & Designation)

(Address)

In Presence of:

Witness -1

Witness -2

SIGNED, SEALED AND DELIVERED

For

and on behalf of Second Part:

(Signature)

(Name & Designation)

(Address)

In Presence of:

Witness -1

Witness -2

FORMAT 12: Power of attorney in favour of lead member of the consortium

(to be submitted by each member of the Consortium)

(To be stamped as per the stamp act of the state where the document is made)

Whereas Jharkhand Bijli Vitran Nigam Limited (JBVL) has invited applications (the “Applications”) by its RFP No._____, Date _____ for Selection of Solar Power Generators for Implementation of 50 MW Grid Connected Solar based power plants connected to 33/11 kV substation for Sale of Solar Power to JBVNL at various locations in the state of Jharkhand Under PM-KUSUM Component-A, India (hereinafter called “Project”)

Whereas, _____, _____, and _____ (collectively the **Consortium**) being Members of the Consortium and having signed a Joint Bidding Agreement dated [●], are interested in submitting a Bid in accordance with the terms and conditions of the Request for Proposal (**RFP**) and the other Bid Documents, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Unit(s) and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

a) We, _____, having our registered office at _____, and _____, having our registered office at _____, (hereinafter collectively referred to as the Principals) do hereby irrevocably designate, nominate, constitute, appoint and authorise _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the Attorney). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium, and any one of us, during the Bid Process, including undertaking all acts required for the submission of the Bid in accordance with the terms and conditions of the RFP. Additionally, we also authorise the Lead Member to do any other acts or submit any information and documents related to the above Bid submission, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Unit(s), including but not limited to signing and submission of all applications, undertakings and other documents and writings, participate in bidders and other conferences and respond to queries, if required. In the event the Consortium is awarded the Project Documents for developing the Units, we authorise the Lead

Member to submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium in relation to the incorporation of the SPV and generally to represent the Consortium in all its dealings with RUMSL, and/or any other Government Agency or any Person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Unit(s) and/or upon award thereof till incorporation of the SPV.

- b) **AND** hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2020

For

(Signature)

..... (Name & Title)

For

(Signature)

..... (Name & Title)

(To be executed by authorized signatories of the Members of the Consortium, except the Lead Member)

Witnesses:

1.

2.

(Notarised)

Accepted

.....

(Signature of the authorized signatory of the Lead Member)

(Name, Title and Address of the Attorney)

Instructions:

- 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) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- 2) *Also, wherever required, the Members should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Member of the Consortium.*

FORMAT 13: Declaration

(Required to be submitted by the Bidder on Original Letter Head of company)

We have carefully read and understood the enclosed Terms and Conditions of the RFP and agree to abide by them.

We declare that we are (please specify & tick mark the relevant point(s) and cross the others):

1. We declare that we have not been Black listed or otherwise for any Supply of Goods / Services / Works by any Ministry / Department / PSU of Central Government / Any of the State Government(s), anytime / anywhere in the Country Debarred or have failed to execute any previous work of JBVNL.
2. We solemnly undertake that the responsibility of execution of the Work as per the terms and conditions of the RFP/ Contract Agreement shall be entirely ours.
3. We declare that we have not taken any support from any of the independent Consultant or Consulting Agency who is associated with Nodal Agency in any form while preparing RFP.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other action our Bid Security may be forfeited in full and the Proposal to the Extent of Acceptance / anytime during Execution of Assignment may be cancelled.

(Signature of Authorized Signatory)

(Name & Designation)

FORMAT 14: Covering Letter for Submission of Financial Proposal

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

Date:

Place:

From,

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

Tel.#:

Fax#:

E-mail address#

To,

General Manager (Commercial)

Jharkhand Bijli Vitran Nigam Ltd

Engineering Building, Dhurwa

Ranchi - 834004, Jharkhand

Contact No.- 8987504018, 9661842194

Sub: Request for Proposal (RFP) for Selection of Solar Power Generators for Implementation of 50 MW Grid Connected Solar based power plants connected to 33/11 kV substation for Sale of Solar Power to JBVNL at various locations in the state of Jharkhand Under PM-KUSUM Component-A

Ref: Your NIT No. ____ dated ____

Dear Sir,

Having examined the Tender Document, we, the undersigned, offer to provide services towards Implementation of 50 MW Grid Connected Solar based power plants connected to 33/11 kV substation for Sale of Solar Power as required and outlined in the above mentioned Tender document of Jharkhand Bijli Vitran Nigam Limited (JBVNL).

- (a) We attach hereto the Price part proposal as required by the Tender document, which constitutes our Bid proposal.
- (b) We undertake, if our Bid is accepted, to adhere to the implementation of 50 MW Grid Connected Solar based power plants connected to 33/11 kV substation for Sale of Solar Power to JBVNL at various locations in the state of Jharkhand Under PM-KUSUM Component-A put forward in the Tender document or such adjusted plan as may subsequently be mutually agreed between us and JBVNL or its appointed representatives.
- (c) If our Bid is accepted, we will submit a Performance Security Deposit of INR 5 lac per MW by way of Bank Guarantee in favor of JBVNL in the format given in this Tender document issued by a Nationalized/Scheduled Commercial Bank in India.

- (d) We agree for unconditional acceptance of all the terms and conditions in the Tender document and also agree to abide by this Bid response for a period of Six months from the date fixed for tender opening (Part-I) and it shall remain binding upon us, until within this period a formal Contract is prepared and executed, this Bid proposal, together with your written acceptance thereof in your notification of award, shall constitute a binding Contract between us.
- (e) We confirm that the information contained in this Bid proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the JBVNL is true, accurate and complete. This Bid proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the JBVNL as to any material fact.
- (f) We agree that you are not bound to accept the lowest or any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response without assigning any reason whatsoever.
- (g) It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

(Signature, Name and Designation of the
Authorized signatory of the Bidder)

Place:

Date:

Seal of the Bidder

Address:

FORMAT 15: Price Bid

1. NIT No.
2. Name of the Bidder:
3. Address :
4. Tel./Mobile/Fax no. :

S. No.	Name of Substation	Name of District	Quantity (kW/ MW)	Tariff (INR/ kWh)
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Notes:

- (a) The Bidder shall quote its price upto two (2) decimal places. It is clarified that for the purpose of evaluation of bids, JBVNL shall consider quotation only up to two (2) decimal places.
- (b) The Ceiling Tariff notified by Hon'ble JSERC is of INR 3.09 per unit vide order dated 08.01.2021.
- (c) The Bidder must quote the prices strictly in the manner as indicated herein, failing which Bid is liable for rejection. The Quoted rates should be inclusive of all taxes, duties & levies applicable on the last date of receipt of the bid. The rate/prices shall be entered in words as well as in figures. In case any difference arises out of quoted rates mentioned in figures and words, the amount in word would prevail. If the Bidder does not accept the correction of the errors as above, its Bid will be rejected, and the amount of bid guarantee/security will be forfeited. These must not contain any additions, alterations, over-writing, cuttings or corrections and any other marking which leave any room for doubt.
- (d) The above Quoted rate (excluding GST) must be firm for the entire duration of the contract. Change in rate of Goods & Service Tax (GST) shall be considered subject to statutory variations. The applicable Goods & Service Tax (GST) shall be paid by JBVNL at actual on submission of Documentary Evidence. Certificate of TDS deduction shall be issued by payment making authority.

(Signature, Name and Designation of the
Authorized signatory of the Bidder)

Place:

Date:

Address of the Bidder:

Seal of the Bidder

7. ANNEXURES:

ANNEXURE- 1: List of Substations with Capacity

Sl.no.	PSS	Division	Circle	District
1	Hazam	Doranda	Ranchi	Ranchi
2	Tupudana	Doranda	Ranchi	Ranchi
3	Dhurwa	Doranda	Ranchi	Ranchi
4	Kanke	New Capital	Ranchi	Ranchi
5	Hocher	New Capital	Ranchi	Ranchi
6	Sutyambey	New Capital	Ranchi	Ranchi
7	Chadri	Ranchi Central	Ranchi	Ranchi
8	Chutia	Kokar	Ranchi	Ranchi
9	Namkum	Kokar	Ranchi	Ranchi
10	Khelgaon	Kokar	Ranchi	Ranchi
11	Futkal Toli	Ranchi West	Ranchi	Ranchi
12	Bandhya	Ranchi West	Ranchi	Ranchi
13	Saher	Ranchi West	Ranchi	Ranchi
14	Lapung	Ranchi West	Ranchi	Ranchi
15	Bero	Ranchi West	Ranchi	Ranchi
16	Itki	Ranchi West	Ranchi	Ranchi
17	Tasar	Ranchi West	Ranchi	Ranchi
18	Brambey	Ranchi West	Ranchi	Ranchi
19	Bobro	Ranchi West	Ranchi	Ranchi
20	Chanho	Ranchi West	Ranchi	Ranchi
21	Burmu	Ranchi West	Ranchi	Ranchi
22	Makluskiganj	Ranchi West	Ranchi	Ranchi
23	Barhe	Ranchi West	Ranchi	Ranchi
24	Sarla Birla	Ranchi East	Ranchi	Ranchi
25	Angara	Ranchi East	Ranchi	Ranchi
26	Silli	Ranchi East	Ranchi	Ranchi
27	Sidrol	Ranchi East	Ranchi	Ranchi
28	Vikash	Ranchi East	Ranchi	Ranchi
29	Sirdo	Ranchi East	Ranchi	Ranchi
30	Sikidri	Ranchi East	Ranchi	Ranchi
31	Chuttupalu	Ranchi East	Ranchi	Ranchi
32	Mahalaxmi	Ranchi East	Ranchi	Ranchi
33	Bundu	Ranchi East	Ranchi	Ranchi
34	Tamar	Ranchi East	Ranchi	Ranchi
35	Sonahatu	Ranchi East	Ranchi	Ranchi
36	Akri	Khunti	Ranchi	Khunti
37	Kulhai (Raniya)	Khunti	Ranchi	Khunti
38	Kelo	Khunti	Ranchi	Khunti
39	Torpa	Khunti	Ranchi	Khunti

Sl.no.	PSS	Division	Circle	District
40	Korakel (Murhu)	Khunti	Ranchi	Khunti
41	Sundari	Khunti	Ranchi	Khunti
42	Gamhariya	Khunti	Ranchi	Khunti
43	Jonhe	Khunti	Ranchi	Khunti
44	Chirahatu	Khunti	Ranchi	Khunti
45	Karkari	Gumla	Gumla	Gumla
46	Bharno	Gumla	Gumla	Gumla
47	Raidih	Gumla	Gumla	Gumla
48	Palkot	Gumla	Gumla	Gumla
49	Basia	Gumla	Gumla	Gumla
50	Kamdara	Gumla	Gumla	Gumla
51	Chainpur	Gumla	Gumla	Gumla
52	Dumari	Gumla	Gumla	Gumla
53	Jari	Gumla	Gumla	Gumla
54	Ghaghra(Dodang)	Gumla	Gumla	Gumla
55	Ghaghra(Unmanned)	Gumla	Gumla	Gumla
56	Banari	Gumla	Gumla	Gumla
57	Netrahat	Gumla	Gumla	Gumla
58	Senha	Lohardaga	Gumla	Lohardaga
59	Tiko	Lohardaga	Gumla	Lohardaga
60	Bhandra	Lohardaga	Gumla	Lohardaga
61	Kisko	Lohardaga	Gumla	Lohardaga
62	Kolebira	Simdega	Gumla	Simdega
63	Bano	Simdega	Gumla	Simdega
64	Gangutoli	Simdega	Gumla	Simdega
65	Kurdeg	Simdega	Gumla	Simdega
66	T.Tangar	Simdega	Gumla	Simdega
67	Bolba	Simdega	Gumla	Simdega
68	Chharwa Dam	Hazaribag	Hazaribag	Hazaribag
69	Kawalu	Hazaribag	Hazaribag	Hazaribag
70	Barkagoan	Hazaribag	Hazaribag	Hazaribag
71	Keredari	Hazaribag	Hazaribag	Hazaribag
72	Banaso	Hazaribag	Hazaribag	Hazaribag
73	Padma	Barhi	Hazaribag	Hazaribag
74	Salhara	Barhi	Hazaribag	Hazaribag
75	Barkatha	Barhi	Hazaribag	Hazaribag
76	Ichak	Hazaribag	Hazaribag	Hazaribag
77	Katkamsandi	Hazaribag	Hazaribag	Hazaribag
78	Simria	Chatra	Hazaribag	Chatra
79	Lowalong	Chatra	Hazaribag	Chatra
80	Gidhore	Chatra	Hazaribag	Chatra
81	Pathalgadha	Chatra	Hazaribag	Chatra

Sl.no.	PSS	Division	Circle	District
82	Huntergunj	Chatra	Hazaribag	Chatra
83	Pratappur	Chatra	Hazaribag	Chatra
84	Kunda	Chatra	Hazaribag	Chatra
85	MANDU	KUJU	RAMGARH	RAMGARH
86	GIDDI	KUJU	RAMGARH	RAMGARH
87	SONDIHA	KUJU	RAMGARH	RAMGARH
88	HEHAL	KUJU	RAMGARH	RAMGARH
89	KARMA	KUJU	RAMGARH	RAMGARH
90	HUPU	RAMGARH	RAMGARH	RAMGARH
91	MARANG MARCHA	RAMGARH	RAMGARH	RAMGARH
92	DULMI	RAMGARH	RAMGARH	RAMGARH
93	NAWADIH	RAMGARH	RAMGARH	RAMGARH
94	PURANA SIRKA	RAMGARH	RAMGARH	RAMGARH
95	33/11KV Daridih Power sub station	SOUTH Giridih	Giridih	Giridih
96	33/11KV Ajidih Power sub station	SOUTH Giridih	Giridih	Giridih
97	33/11KV Gandey Power sub station	SOUTH Giridih	Giridih	Giridih
98	33/11KV Bengabad Power sub station	SOUTH Giridih	Giridih	Giridih
99	33/11KV Sariya Power sub station	SOUTH Giridih	Giridih	Giridih
100	33/11KV Bagoder Power sub station	SOUTH Giridih	Giridih	Giridih
101	33/11KV Pratappur Power sub station	SOUTH Giridih	Giridih	Giridih
102	33/11KV Pirtand Power sub station	SOUTH Giridih	Giridih	Giridih
103	33/11KV Chandanadih Power sub station	SOUTH Giridih	Giridih	Giridih
104	33/11KV Jamua Power sub station	NORTH Giridih	Giridih	Giridih
105	33/11KV Deori Power sub station	NORTH Giridih	Giridih	Giridih
106	33/11KV Gawan Power sub station	NORTH Giridih	Giridih	Giridih
107	33/11KV Kharagdiha Power sub station	NORTH Giridih	Giridih	Giridih
108	33/11KV Rajdhanwar Power sub station	NORTH Giridih	Giridih	Giridih
109	33/11 KV Ghorthamba PSS	NORTH Giridih	Giridih	Giridih
110	33/11KV Birni Power sub	NORTH Giridih	Giridih	Giridih

Sl.no.	PSS	Division	Circle	District
	station			
111	Satgawan	Koderma	Koderma	Koderma
112	Chandwara	Koderma	Koderma	Koderma
113	Godakhar	Koderma	Koderma	Koderma
114	Jainagar (Dandadih)	Koderma	Koderma	Koderma
115	Markachho	Koderma	Koderma	Koderma
116	Lokai	Koderma	Koderma	Koderma
117	Mukunda	Jharia	Dhanbad	Dhanbad
118	Kashitand	Govindpur	Dhanbad	Dhanbad
119	Lodhariya	Govindpur	Dhanbad	Dhanbad
120	Tundi	Govindpur	Dhanbad	Dhanbad
121	Raghunathpur	Govindpur	Dhanbad	Dhanbad
122	Kaliso	Nirsa	Dhanbad	Dhanbad
123	Putki	Dhanbad	Dhanbad	Dhanbad
124	CHANDANKIARI PSS	CHAS	CHAS	BOKARO
125	SAHU BAHİYAR PSS	CHAS	CHAS	BOKARO
126	GANESHPUR PSS	LOYABAD	CHAS	BOKARO
127	MAHUDA PSS	LOYABAD	CHAS	BOKARO
128	CHARGI PSS	TENUGHAT	CHAS	BOKARO
129	BAGIYARI PSS	TENUGHAT	CHAS	BOKARO
130	Khudibera PSS	TENUGHAT	CHAS	BOKARO
131	KHARPITTO PSS	TENUGHAT	CHAS	BOKARO
132	KARMA PSS	TENUGHAT	CHAS	BOKARO
133	MALKIRA PSS	LOYABAD	CHAS	BOKARO
134	RAJGANJ PSS	LOYABAD	CHAS	BOKARO
135	33/11 KV Power Sub Station, Sunder Nagar	Jamshedpur	Jamshedpur	East Singhbhum
136	33/11 KV Power Sub Station, Patamda	Mango	Jamshedpur	East Singhbhum
137	33/11 KV Power Sub Station, Chakuliya	Ghasthila	Jamshedpur	East Singhbhum
138	33/11 KV Power Sub Station, Dumariya	Ghasthila	Jamshedpur	East Singhbhum
139	33/11 KV Power Sub Station, Musabani	Ghasthila	Jamshedpur	East Singhbhum
140	33/11 KV Power Sub Station, Potka	Ghasthila	Jamshedpur	East Singhbhum
141	33/11 KV Power Sub Station, Dalbhumgarh	Ghasthila	Jamshedpur	East Singhbhum
142	33/11 KV Power Sub Station, Baharagora	Ghasthila	Jamshedpur	East Singhbhum
143	33/11 KV Power Sub Station, Jowal Kanta	Ghasthila	Jamshedpur	East Singhbhum

Sl.no.	PSS	Division	Circle	District
144	33/11 KV Power Sub Station, Jagarnathpur	Ghasthila	Jamshedpur	East Singhbhum
145	33/11 KV Power Sub Station, Balibandh	Ghasthila	Jamshedpur	East Singhbhum
146	Jhinkpani	Chaibasa	Chaibasa	West singhbhum
147	Majhgaon	Chaibasa	Chaibasa	West singhbhum
148	Kumardungi	Chaibasa	Chaibasa	West singhbhum
149	Manjhari	Chaibasa	Chaibasa	West singhbhum
150	Tantnagar	Chaibasa	Chaibasa	West singhbhum
151	Tonto	Chaibasa	Chaibasa	West singhbhum
152	Hatgamahria	Chaibasa	Chaibasa	West singhbhum
153	Jagnnathpur	Chaibasa	Chaibasa	West singhbhum
154	Sonua	Chakradharpur	Chaibasa	West singhbhum
155	Gudri	Chakradharpur	Chaibasa	West singhbhum
156	Sangajata	Chakradharpur	Chaibasa	West singhbhum
157	Bandgaon	Chakradharpur	Chaibasa	West singhbhum
158	goilkera	Chakradharpur	Chaibasa	West singhbhum
159	Ukri	Saraikela	Chaibasa	Saraikela-Kharsawan
160	Rajkharsawan	Saraikela	Chaibasa	Saraikela-Kharsawan
161	Chaliyama	Saraikela	Chaibasa	Saraikela-Kharsawan
162	Rajnagar	Saraikela	Chaibasa	Saraikela-Kharsawan
163	Kuchai	Saraikela	Chaibasa	Saraikela-Kharsawan
164	Adhardih	Saraikela	Chaibasa	Saraikela-Kharsawan
165	Rugdi	Saraikela	Chaibasa	Saraikela-Kharsawan
166	Masalia	Dumka	Dumka	Dumka

Sl.no.	PSS	Division	Circle	District
167	Barmasiya	Dumka	Dumka	Dumka
168	Sadipur (Raneswar) (RGGVY)	Dumka	Dumka	Dumka
169	Basukinath	Dumka	Dumka	Dumka
170	Jama	Dumka	Dumka	Dumka
171	Sariyahat	Dumka	Dumka	Dumka
172	Ramgarh	Dumka	Dumka	Dumka
173	Gopikandar	Dumka	Dumka	Dumka
174	Kathikund	Dumka	Dumka	Dumka
175	Taljhari	Dumka	Dumka	Dumka
176	Dhaka New PSS	Dumka	Dumka	Dumka
177	Sadhudih New PSS	Dumka	Dumka	Dumka
178	Makrampur New PSS	Dumka	Dumka	Dumka
179	Nala	Jamtara	Dumka	Jamtara
180	Kundahit	Jamtara	Dumka	Jamtara
181	Narayanpur	Jamtara	Dumka	Jamtara
182	Hirapur NEW PSS	Jamtara	Dumka	Jamtara
183	Bamundiha New PSS	Jamtara	Dumka	Jamtara
184	Nandan Pahar PSS	Deoghar	Deoghar	Deoghar
185	Mohanpur	Deoghar	Deoghar	Deoghar
186	Jasidih	Deoghar	Deoghar	Deoghar
187	Devipur	Deoghar	Deoghar	Deoghar
188	Madhupur	Madhupur	Deoghar	Deoghar
189	Kano	Madhupur	Deoghar	Deoghar
190	Sarath	Madhupur	Deoghar	Deoghar
191	Simla	Madhupur	Deoghar	Deoghar
192	Sarwan	Madhupur	Deoghar	Deoghar
193	Sonaraithari	Madhupur	Deoghar	Deoghar
194	Palojori	Madhupur	Deoghar	Deoghar
195	Poryahat	Godda	Deoghar	Godda
196	Sunderpahari	Godda	Deoghar	Godda
197	Pathergama	Godda	Deoghar	Godda
198	Boarijore	Godda	Deoghar	Godda
199	Meherma	Godda	Deoghar	Godda
200	33/11 KV Borio	Sahebganj	Sahebganj	Sahebganj
201	33/11 KV Mandai	Sahebganj	Sahebganj	Sahebganj
202	33/11 KV Sitapahar	Sahebganj	Sahebganj	Sahebganj
203	33/11 KV Barhait	Sahebganj	Sahebganj	Sahebganj
204	33/11 KV Patharia	Sahebganj	Sahebganj	Sahebganj
205	33/11 KV Malpahari	Pakur	Sahebganj	Pakur
206	33/11 KV Hiranpur	Pakur	Sahebganj	Pakur
207	33/11 KV Littipara	Pakur	Sahebganj	Pakur

Sl.no.	PSS	Division	Circle	District
208	33/11 KV Pakuria/Talwa	Pakur	Sahebganj	Pakur
209	33/11 KV Maheshpur/Kairachhatar	Pakur	Sahebganj	Pakur
210	<u>Semra</u>	Daltonganj	Daltonganj	Palamu
211	Chhatarpur	Daltonganj	Daltonganj	Palamu
212	Japla (Deori)	Daltonganj	Daltonganj	Palamu
213	Mohamadganj	Daltonganj	Daltonganj	Palamu
214	Bariyatu Khalsa	Latehar	Daltonganj	Latehar
215	33/11 KV BHAWNATHPUR	GARHWA-II	GARHWA	GARHWA
216	33/11 KV KHAROUNDHI	GARHWA-II	GARHWA	GARHWA
217	33/11 KV KETAR	GARHWA-II	GARHWA	GARHWA
218	Paraswan	Garhwa-II	Garhwa	Garhwa
219	Mahdeiya	Garhwa-II	Garhwa	Garhwa
220	Dhurki	Garhwa-II	Garhwa	Garhwa
221	Tatidiri	Garhwa-II	Garhwa	Garhwa
222	Garhwa	Garhwa-I	Garhwa	Garhwa
223	Garhwa Town	Garhwa-I	Garhwa	Garhwa
224	Farathiya	Garhwa-I	Garhwa	Garhwa
225	Dandai	Garhwa-I	Garhwa	Garhwa
226	Meral	Garhwa-I	Garhwa	Garhwa
227	33/11 KV Ranka	Garhwa-I	Garhwa	Garhwa
228	33/11 KV Ramkanda	Garhwa-I	Garhwa	Garhwa
229	33/11 KV Bhandariya	Garhwa-I	Garhwa	Garhwa
230	33/11 KV Chiniya	Garhwa-I	Garhwa	Garhwa
231	33/11 KV Manjhiaon	Garhwa-I	Garhwa	Garhwa
232	33/11 KV Kandi	Garhwa-I	Garhwa	Garhwa
233	33/11 KV Manjhiaon new	Garhwa-I	Garhwa	Garhwa
234	33/11 KV Patraru	KUJU	RAMGARH	RAMGARH
235	33/11 KV Harladih	Giridih South	Giridih	Giridih

ANNEXURE- 2: Model PPA

Please see attached files

ANNEXURE- 3: Model Lease Rent Agreement

Please see attached files

POWER PURCHASE AGREEMENT (PPA)

**FOR PROCUREMENT OF [Project capacity] kW SOLAR POWER ON LONG TERM BASIS, UNDER COMPONENT- A OF “PM
KUSUM SCHEME”**

Between

**[Name of Solar Power Generator (SPG)] And
Jharkhand Bijli Vitran Nigam Limited (JBVNL)**

On

[DD MMM YYYY]

This Power Purchase Agreement is made on the [Date] day of [Month] of [Year] at Ranchi, Jharkhand Between [Name of the Solar Power Generator], [a/an] [individual farmer/ group of farmers/ cooperatives/ panchayats/ farmer producer organizations/ water user associations/ sole proprietor/ firm/ company] incorporated under [relevant act in India. Ex. The Indian Companies Act, 2013], having its registered office at [registered office address] (hereinafter referred to as “**Solar Power Generator or SPG**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **First Part**;

And

Jharkhand Bijli Vidyut Nigam Limited, a company incorporated under the Companies Act 1956, having its registered office at Engineer’s Building, HEC Dhurwa, Ranchi- 834004 (hereinafter referred to as “**JBVNL**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **Second Part**;

The SPG and JBVNL are individually referred to as a ‘**Party**’ and collectively referred to as ‘**Parties**’.

WHEREAS:

- A. The Ministry of New and Renewable Energy (MNRE) has launched a scheme for farmers on 8th March 2019 and issued implementation guidelines on 22nd July 2019.
- B. MNRE has sanctioned a capacity of 50 MW to Jharkhand vide office memorandum No. 32/54/2018- SPV Division dated 13th Aug 2019, under the said scheme of 8th March 2019.
- C. Jharkhand Bijli Vidyut Nigam Limited (JBVNL) had completed a selection process for the procurement of energy generated from the grid-connected solar Project based on the terms and conditions contained in the RFP No. [RFP No.] dated [Date] and its Amendment (if any) along with the Draft Power Purchase Agreement and Draft, Lease Agreement and any other documents published or referred by JBVNL related to the selection of SPG.
- D. The SPG has been selected in the process for development, generation and supply of electricity from the [Project Capacity] kW solar Project to be established by SPG at [village] Village, [Revenue Inspector Circle] Revenue Inspector (RI) Circle in [district] District of Jharkhand State and electricity generated to be fed to the [Name and location of 33/11 kV DISCOM substation, exactly as per the list in the RFP] Sub-station;
- E. JBVNL has issued the Letter of Award no. [LoA no.] dated [DD MMM YYYY] in favour of the SPG for the development and establishment of [Project Capacity] kW solar Project as per the terms and conditions contained in the RFP.
- F. The SPG has furnished the Performance Security in the form of a Bank Guarantee in the sum of INR [Insert amount] (Indian Rupees [in words]) only in favour of JBVNL as per the format Annexure 3 (Bank Guarantee), prescribed by JBVNL.
- G. The SPG has fulfilled the terms and conditions for signing this Power Purchase Agreement as a definitive agreement for establishing the Project;
- H. The Parties have agreed to execute this Power Purchase Agreement, and for generation and supply of electricity by the SPG to JBVNL.

Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:

1. ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1. Definitions

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed thereunder, including those issued/ framed by the Appropriate Commission (as defined hereunder), as amended or re-enacted from time to time.

"Act" or "Electricity Act, 2003"	shall mean the Electricity Act, 2003 and include any modifications, amendments, and substitution from time to time;
"Agreement" or "Power Purchase Agreement" or "PPA"	shall mean this power purchase agreement including its recitals and schedules, amended or modified from time to time in accordance with the terms hereof;
"Appropriate Commission"	shall mean Jharkhand State Electricity Regulatory Commission (JSERC);
"Bill"	shall mean either a Monthly Bill/ Supplementary Bill raised by the SPG;
"Bill Dispute Notice"	shall mean the notice issued by JBVNL raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the SPG;
"Business Day"	shall mean with respect to SPG and JBVNL, a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State;
"Capacity Utilization Factor" or "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; However, for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity; In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project's Contracted Capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8,766)) * 100\%$;
"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;
"Commercial Operation Date (COD)"	shall mean the date mentioned in the commissioning certificate as issued upon successful achievement of commercial operation date (as per provisions of this PPA) of the Project;
"Commissioning Committee"	shall consist of representations from Chief Electrical Inspector, JREDA, JBVNL, SPG, and SPG's representative, as required;
"Competent Court of Law"	shall mean any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement;
"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 and/ or supply of energy;

"Consultation Period"	shall mean the period of ninety (90) days or such other longer period as the Parties may agree, commencing from the date of issuance of an SPG Preliminary Default Notice or JBVNL Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
"Contract Year"	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of twelve (12) months beginning on April 1 and ending on March 31 provided that: in the financial year in which the COD would occur, the Contract Year shall end on the date immediately before the COD and a new Contract Year shall commence once again from the COD and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement
"Contracted Capacity"	shall mean [Insert capacity] kW contracted with JBVNL for supply of energy from the Project by the SPG to JBVNL at the Delivery Point;
"Contracted Energy"	shall have the meaning ascribed thereto in Article 4.3.1 of this Agreement;
"Delivery Point"	shall mean the point at the voltage level of 11kV or above of the [Name and location of 33/11 kV DISCOM substation, exactly as per the list in the RFP] Sub-station. Metering shall be done at this interconnection point where the power is injected into the [Name and location of 33 /11 kV DISCOM substation, exactly as per the list in the RFP] Sub-station. For interconnection with grid and metering, the SPG shall abide by the relevant and applicable regulations, Grid Code notified by the State Commission and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the Appropriate Commission or CEA. All charges and losses related to Transmission of power from project up to Delivery Point as notified by the Appropriate Commission shall be borne by the SPG;
"Dispute"	shall mean any dispute or difference of any kind between JBVNL and the SPG, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement;
"Due Date"	shall mean the thirtieth (30 th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by JBVNL or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by JBVNL;
"Effective Date"	shall have the meaning ascribed thereto in Article 2.1.1 of this Agreement;

"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made thereunder from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
"Event of Default"	shall mean the events as defined in Article 13 of this Agreement;
"Expiry Date"	Shall mean the date occurring twenty-five (25) years from the Commercial Operation Date subject to that the supply of power shall be limited for a period of twenty-five (25) years from the COD unless extended by the Parties as per this Agreement;
"Financing Agreements"	shall mean the agreements pursuant to which the SPG has sought financing for the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of JBVNL;
"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 11 of this Agreement;
"Indian Governmental Instrumentality"	shall mean the Government of India, Governments of Jharkhand and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government or both, any political subdivision of any of them including any court or Appropriate Commission or tribunal or judicial or quasi-judicial body in India;
"Insurances"	shall mean the insurance cover to be obtained and maintained by the SPG in accordance with Article 8 of this Agreement;
"Interconnection Facilities"	shall mean the facilities on SPG's side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement;
"Indian Rupees ", "INR"	shall mean Indian rupees, the lawful currency of India;
"Joint Meter Reading" or "JMR" or "EBC energy export statement"	shall mean the monthly joint meter reading or Energy Billing Center of JBVNL's energy export statement;
"Land Lease Agreement"	Shall mean the land lease agreement signed between the 'Individual farmer/ Group of farmers/ Cooperatives/ Panchayats/ Farmer Producer Organizations (FPO)/ Water User associations (WUA)' and the 'SPG', in case it is applicable.
"Late Payment"	shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;

Surcharge"	
"Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions;
"Letter of Credit"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"Letter of Award" or "LoA"	shall mean Letter of Award issued by JBVNL to the SPG for the project;
"MNRE"	shall mean the Ministry of New and Renewable Energy, Government of India;
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;
"Monthly Bill"	shall have the meaning ascribed thereto in Article 10.2.1 of this Agreement;
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;
"Payment Security Mechanism"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"Project"	shall mean the solar power generation facility of Contracted Capacity of [Insert capacity] kW, located at [village] Village, [Revenue Inspector Circle] Revenue Inspector (RI) Circle [district] District of Jharkhand State having a separate control system, metering and separate points of injection into the grid at Delivery point of [Name and location of 33 /11 kV DISCOM substation, exactly as per the list in the RFP] Sub-station. The Project shall include all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per this Agreement;
"Preliminary Default Notice"	shall have the meaning ascribed thereto in Article 13 of this Agreement;
"Project Capacity"	shall mean the maximum AC capacity of the Project at the point of injection on which the Power Purchase Agreement has been signed.

"Prudent Utility Practices"	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Project, the requirements of Indian Law; and the physical conditions at the site of the Project;
"Rebate"	shall have the same meaning as ascribed thereto in Article 10.3.4 of this Agreement;
"Scheduled Commissioning Date" or "SCD" of the Project	shall mean [Insert date that is nine (9) Months from the Effective Date] ;
"Sub-station"	shall mean [Name and location of 33/11 kV DISCOM substation, exactly as per the list in the RFP]
"Supplementary Bill"	shall have the meaning ascribed thereto in Article 10.7.1 of this Agreement;
"Tariff"	shall have the same meaning as provided for in Article 9 of this Agreement;
"Tariff Payment"	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills;
"Term"	shall have the same meaning as provided for in Article 2.2.1 of this Agreement;
"Termination Notice"	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;

2. ARTICLE 2: TERM OF AGREEMENT

2.1. *Effective Date*

- 2.1.1. This Agreement shall come into effect from the date of signing of this Agreement and such date shall be referred to as the Effective Date.

2.2. *Term of Agreement*

- 2.2.1. Subject to Article 2.3 and Article 2.4 of this Agreement, this Agreement shall be valid for a 'Term' from the Effective Date until the Expiry Date. This Agreement may be extended for a further period at least one hundred eighty (180) days prior to the Expiry Date, on mutually agreed terms and conditions.
- 2.2.2. The SPG is free to operate the Project beyond the Expiry Date if other conditions like Land Lease Agreement (as applicable), Consents, Clearances and Permits etc. allow. In such case, unless otherwise agreed by JBVNL, JBVNL shall not be obligated to procure power beyond the Expiry Date.

2.3. *Early Termination*

- 2.3.1. This Agreement shall terminate before the Expiry Date if either JBVNL or SPG terminates the Agreement, pursuant to Article 13 of this Agreement.

2.4. *Survival*

- 2.4.1. The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability and Indemnification), Article 16 (Governing Law and Dispute Resolution), Article 17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

3. ARTICLE 3: CONDITIONS SUBSEQUENT

- 3.1. The SPG agrees and undertakes to make Financing Agreements for its Project, execute the Land Lease Agreement (as applicable) and shall provide necessary documents to JBVNL in this regard within six (6) Months from the Effective Date.

4. ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1. *SPG's Obligations*

- 4.1.1. The SPG undertakes to be responsible, at SPG's own cost and risk, for:
 - 4.1.1.1. The SPG shall be solely responsible and make arrangements for land, execution of Financing Agreements and associated infrastructure for development of the Project and for connectivity with the Sub-station for confirming the evacuation of power by the Scheduled Commissioning Date, and all clearances related thereto;

The SPG shall furnish the necessary documents to establish possession in the name of the SPG

- of the required land/ Land Lease Agreement (as applicable);
- 4.1.1.2. Obtaining all Consents, Clearances and Permits as required and maintaining all documents throughout the Term of this Agreement;
 - 4.1.1.3. Designing, constructing, erecting, commissioning, completing and testing the Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices;
 - 4.1.1.4. Commencement of supply of power up to the Contracted Capacity to JBVNL no later than the Scheduled Commissioning Date and continuance of the supply of power throughout the Term of the Agreement;
 - 4.1.1.5. Connecting the Project switchyard with the Interconnection Facilities at the Delivery Point. The SPG shall make adequate arrangements to connect the Project switchyard with the Interconnection Facilities at the Delivery Point;
 - 4.1.1.6. Owning the Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15;
 - 4.1.1.7. Fulfilling all obligations undertaken by the SPG under this Agreement;
 - 4.1.1.8. The SPG shall be responsible for directly coordinating and dealing with JBVNL, Indian Governmental Instrumentality and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of power and due compliance with deviation and settlement mechanism and the applicable Law, Grid code, State Regulations.
- 4.2. ***Purchase and sale of Contracted Energy***
- 4.2.1. Subject to the terms and conditions of this Agreement, the SPG undertakes to sell to DISCOM and JBVNL undertakes to pay Tariff for all the energy supplied at the Delivery Point corresponding to the Contracted Capacity as per Article 4.3.1.
- 4.3. ***Right to Contracted Energy***
- 4.3.1. JBVNL, in any Contract Year shall not be obliged to purchase any additional energy from the SPG beyond what is stated in article 4.3.1. If for any Contract Year, except for the first Contract Year of operation, it is found that the SPG has not been able to generate minimum energy of [insert energy equivalent to target CUF of 15%] kWh , till the end of 10 years from the COD and Million kWh (MU) for the rest of the Term of the Agreement, on account of reasons solely attributable to the SPG, the non-compliance by SPG shall make the SPG liable to pay the compensation. For the first Contract Year of operation, the above limits shall be considered on a pro-rata basis. The lower limit will, however, be relaxable by JBVNL to the extent of grid non-availability for evacuation which is beyond the control of the SPG. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such compensation shall be as determined as per the APPC tariff or the Tariff, whichever is minimum. This compensation shall not be applicable in events of Force Majeure identified under PPA.
 - 4.3.2. In case at any point of time, the peak of capacity reached is higher than the Contracted Capacity and causes disturbance in the system at the point where power is injected, the SPG will have to forego the excess generation and reduce the output to the Contracted Capacity and shall also have to pay the charges (if applicable) as per applicable regulations.

4.4. ***Extensions of Time***

4.4.1. In the event that the SPG is prevented from performing its obligations under Article 4.1 by the Scheduled Commissioning Date due to:

- a. any JBVNL Event of Default; or
- b. Force Majeure Events affecting JBVNL, or
- c. Force Majeure Events affecting the SPG,

the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to Article 4.4.5, for a reasonable period but not less than 'day for day' basis, to permit the SPG or JBVNL through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPG or JBVNL, or till such time such Event of Default is rectified by JBVNL.

- 4.4.2. In case of extension due to reasons specified in Article 4.4.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of three (3) months, any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5. In case neither Party terminates the Agreement under this clause, the Agreement shall stand terminated on the expiry of twelve (12) months of the continuation of the Force majeure event unless the Parties mutually agree to extend the Agreement for the further period.
- 4.4.3. If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Commissioning Date or the Expiry Date should be deferred, any Party may raise the Dispute to be resolved in accordance with Article 16.
- 4.4.4. As a result of such extension, the newly determined Scheduled Commissioning Date and newly determined Expiry Date shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.
- 4.4.5. Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall not be allowed beyond the date pursuant to Article 4.5.2.
- 4.4.6. Delay in achieving the COD of the Project beyond the Scheduled Commissioning Date for reasons other than those specified in Article 4.4.1 shall be an Event of Default on part of the SPG and shall be subject to the consequences specified in Article 4.5.
- 4.5. ***Liquidated Damages not amounting to penalty for delay in Commissioning***
- 4.5.1. If the SPG is unable to achieve the COD of the Project by the Scheduled Commissioning Date other than for the reasons specified in Article 4.4.1, the SPG shall pay to JBVNL, liquidated damages for the delay in such commissioning and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per the following:
- Delay beyond the Scheduled Commissioning Date up to (& including) the date as on nine (9) months from the Effective Date: The total Performance Bank Guarantee amount shall be encashed on per day basis and proportionate to the balance capacity not achieved till COD.
- 4.5.2. The maximum time period allowed for achieving the COD of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to 11 Months from the Effective Date. In case, the COD of the Project is delayed beyond 11 Months from the Effective Date, it shall be considered as an SPG Event of Default and provisions of Article 13 shall apply and the Contracted Capacity shall stand reduced/ amended to the Project Capacity Commissioned within 11 Months from the Effective Date and the PPA for the balance Capacity will stand terminated and shall be reduced from the Project Capacity.
- 4.5.3. The SPG further acknowledge that the amount of the liquidated damages fixed is genuine and reasonable pre-estimate of the damages that may be suffered by JBVNL.
- 4.6. ***Acceptance/ Performance Test***
- 4.6.1. Prior to synchronization of the Project, the SPG shall be required to get the Project certified for the requisite acceptance/ performance test as may be laid down by respective authorities.
- 4.7. ***Third-party Verification***

4.7.1. The SPG shall be further required to provide entry to the site of the Project free of all encumbrances at all times during the Term of the Agreement to JBVNL and a third party nominated by any Indian Governmental Instrumentality for inspection and verification of the works being carried out by the SPG at the site of the Project.

4.7.2. The third-party may verify the construction works/ operation of the Project being carried out by the SPG and if it is found that the construction works/ operation of the Project is not as per the Prudent Utility Practices, it may seek clarifications from SPG or require the works to be stopped or to comply with the instructions of such third-party.

4.8. ***Breach of Obligations***

4.8.1. The Parties herein agree that during the subsistence of this Agreement, subject to JBVNL being in compliance of its obligations & undertakings under this Agreement, the SPG would have no right to negotiate or enter into any dialogue with any third party for the sale of Contracted Capacity of power which is the subject matter of this Agreement. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.

4.9. ***Generation compensation for Off-take constraints***

4.9.1. Generation Compensation in offtake constraints due to Grid Unavailability: During the operation of the Project, there can be some periods where the Project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the SPG. In such cases, subject to the submission of documentary evidence from the competent authority, the generation compensation shall be restricted to the following and there shall be no other claim, directly or indirectly against JBVNL:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability in a Contract Year as defined in the PPA: (only period from 8 am to 6 pm to be counted):	<p><i>Generation Loss = [(Average Generation per hour during the Contract Year) x (number of hours of grid unavailability during the Contract Year)]</i></p> <p>Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year (hours)</p>

The excess generation by the SPG equal to this generation loss shall be procured by JBVNL at the Tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

4.9.2. Offtake constraints due to Backdown: The RPG and JBVNL shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In the eventuality of backdown, subject to the submission of documentary evidences from the competent authority, the RPG shall be eligible for a minimum generation compensation, from DISCOM, restricted to the following and there shall be no other claim, directly or indirectly against DISCOM:

Duration of Backdown	Provision for Generation Compensation
Hours of Backdown during a monthly billing cycle.	Minimum Generation Compensation = 50% of [(Average Generation per hour during the month) × (number of backdown hours during the month) × PPA Tariff] Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month

No back-down / curtailment to be ordered without giving formal/ written instruction for the same. The details of back-down / curtailment, including justifications for such curtailment, to be made public by the concerned State Load Dispatch Centre.

The SPG shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions. The Generation Compensation shall be paid as part of the energy bill for the successive month as per JMR/EBC energy export statement.

5. ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1. *Synchronization, Commissioning and Commercial Operation*

- 5.1.1. The SPG shall give JBVNL at least thirty (30) days' advanced preliminary written notice and at least fifteen (15) days' advanced final written notice, of the date on which it intends to synchronize the Project to the Interconnection Facilities.
- 5.1.2. Subject to Article 5.1.1, the Project may be synchronized by the SPG to the Interconnection Facilities when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian Governmental Instrumentality for synchronization to the Interconnection Facilities.
- 5.1.3. The synchronization equipment and all necessary arrangements/ equipment including Remote Terminal Unit (RTU) for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the SPG at its generation facility of the Project at its own cost. The SPG shall synchronize its system with the Interconnection Facilities only after the approval of the synchronization scheme is granted by the head of the concerned substation/ and checking/ verification is made by the concerned authorities of JBVNL.
- 5.1.4. The SPG shall immediately after each synchronization/ tripping of generator, inform the Substation of the Interconnection Facilities to which the Project is electrically connected in accordance with the applicable Grid Code. In addition, the SPG will inject infirm power to grid time to time to carry out operational/ functional tests prior to COD. For avoidance of doubt, it is clarified that synchronization/ connectivity of the Project with the Interconnection Facilities shall not be considered as COD of the Project.
- 5.1.5. The SPG shall achieve COD of the Project within nine (9) Months from the Effective Date. Declaration of COD shall only be done upon the successful visit by the Commissioning Committee.

- 5.1.6. The Parties agree that for the purpose of commencement of the supply of electricity by SPG to JBVNL, liquidated damages for delay, etc., the Scheduled Commissioning Date as defined in this Agreement shall be the relevant date.

6. ARTICLE 6: DISPATCH AND SCHEDULING

6.1. *Dispatch and Scheduling*

- 6.1.1. The SPG shall be required to schedule its power as per the applicable regulations of SERC/ SLDC or any other competent agency and same being recognized by the SLDC or any other competent authority/ agency as per applicable regulation/ law/ direction and maintain compliance to the Indian Governmental Instrumentality, applicable Distribution Codes/ Jharkhand Grid Code requirements and directions, if any, as specified by concerned SLDC from time to time. Any deviation from the Schedule will attract the provisions of applicable regulation/ guidelines/ directions and any financial implication on account of this shall be on the account of the SPG.
- 6.1.2. The SPG shall be responsible for directly coordinating and dealing with JBVNL, State Load Dispatch Center (SLDC), and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of power and due compliance with deviation and settlement mechanism and the applicable Jharkhand Grid Code regulations.
- 6.1.3. The SPG shall be responsible for any deviation from scheduling and for any resultant liabilities on account of charges for deviation as per applicable regulations. Deviation Settlement Mechanism (DSM) charges on this account shall be directly paid by the SPG.
- 6.1.4. Auxiliary power consumption will be treated as per the concerned state regulations.

7. ARTICLE 7: METERING

7.1. *Meters*

- 7.1.1. For installation of meters, meter testing, meter calibration, meter reading and all matters incidental thereto, the SPG and JBVNL shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Jharkhand Grid Code, as amended and revised from time to time.
- 7.1.2. The SPG shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at SPG's side of the Delivery Point.
- 7.1.3. In addition to ensure compliance of the applicable codes, the SPG shall install main and check meters at the Delivery Point, along with stand-by meter(s) as per the applicable regulations.

7.2. *Reporting of Metered Data and Parameters*

- 7.2.1. The Project will install necessary equipment for regular monitoring of required data and simultaneously for monitoring of the electric power generated from the Project.
- 7.2.2. Online arrangement would have to be made by the SPG for submission of above data regularly for the entire period of this Power Purchase Agreement to JBVNL, MNRE and concerned agency as per applicable regulation/ directions.
- 7.2.3. Reports on the above parameters on monthly basis (or as required by regulation/ guidelines) shall be submitted by the SPG to the Ministry of New and Renewable Energy/ National Institute of Solar Energy through JBVNL for entire period of PPA.

8. ARTICLE 8: INSURANCES

8.1. Insurance

- 8.1.1. The SPG shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks to keep the Project in good condition and shall take 'Industrial All Risk Insurance policy' covering risks against any loss or damage, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements, and under the applicable laws.

8.2. Application of Insurance Proceeds

- 8.2.1. In case of the Project not being implemented through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any Insurance claim made due to loss or damage to the Project or any part of the Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

In case of the Project being financed through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any Insurance claim made due to loss or damage to the Project or any part of the Project shall be applied as per such Financing Agreements.

- 8.2.2. If a Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, JBVNL shall have claim on such proceeds of such Insurance limited to outstanding dues of JBVNL against SPG.

8.3. Effect on liability of JBVNL

- 8.3.1. Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the SPG can claim compensation, under any Insurance shall not be charged to or payable by JBVNL. It is for the SPG to ensure that appropriate Insurance coverage is taken for payment by the insurer for the entire loss and there is no under Insurance or short adjustment etc.

9. ARTICLE 9: APPLICABLE TARIFF

- 9.1. The SPG shall be entitled to receive the Tariff of (Rupees.....), fixed for the entire Term of this Agreement, with effect from the COD, for the power sold to JBVNL as reflected in the JMR/ EBC Energy export statement.

10. ARTICLE 10: BILLING AND PAYMENT

10.1. General

- 10.1.1. From the commencement of supply of power, JBVNL shall pay to the SPG, the Monthly Tariff payments subject to the adjustments as per provisions of this Agreement including Article 6, in accordance with Article 9. All Tariff Payments by JBVNL shall be in Indian Rupees.

- 10.1.2. The SPG shall be required to make arrangements and payments for import of energy (if any) as per applicable regulations.

10.2. Delivery and Content of Monthly Bills/ Supplementary Bills

- 10.2.1. The SPG shall issue to JBVNL, a hard copy of the signed Monthly Bill, for the immediately preceding Month based on the JMR/ EBC energy export statement along with all relevant documents (payments made by SPG for drawl of power, payment of reactive energy charges, Metering charges or any other charges as per regulations of SERC/SLDC, if applicable.)

The Monthly Bill amount shall be the product of the energy as per JMR/ EBC energy export statement and the Applicable Tariff. Energy drawn from the grid will be regulated as per the regulations of Jharkhand.

10.3. *Payment of Monthly Bills*

- 10.3.1. JBVNL shall pay the amount payable under the Monthly Bill by the Due Date to such account of the SPG, as shall have been previously notified by the SPG.
- 10.3.2. All payments required to be made under this Agreement shall also include any deduction or set off for:
- i. deductions required by the Law; and
 - ii. Amount claimed by JBVNL, if any, from the SPG, will be adjusted from the monthly energy payment.

The SPG shall open a bank account (the "SPG's Designated Account") for all Tariff Payments to be made by JBVNL to the SPG and notify JBVNL of the details of such account at least sixty (60) days before the dispatch of the first Monthly Bill.

10.3.3. *Late Payment Surcharge*

In the event of delay in payment of a Monthly Bill by JBVNL beyond thirty (30) days of its Due Date, a Late Payment Surcharge shall be payable to the SPG at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis. The Late Payment Surcharge shall be claimed by the SPG through the Supplementary Bill supported with joint reconciliation statement.

10.3.4. *Rebate*

For payment of any Bill on or before Due Date, the following Rebate shall be paid by the SPG to JBVNL in the following manner and the SPG shall not raise any objections to the payments made under this article.

- a. A Rebate of two percent (2%) shall be payable to JBVNL for the payments made within a period of seven working days of the presentation of Bill along with required supporting documents at the office of Chief General Manager (PP), JBVNL.
- b. Any payments made within the Due Date shall be allowed a rebate of one percent (1%).
- c. For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of the physical copy of the Bill at DISCOM.
- d. No Rebate shall be payable on the Bills raised on account of Change in Law relating to taxes, duties, cess, etc. and on Supplementary Bill.

10.4. *Payment Security Mechanism - Letter of Credit (LC)*

- 10.4.1. JBVNL shall provide to the SPG, in respect of payment of its Monthly Bills and/or Supplementary

Bills, a Monthly unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained which may be drawn upon by the SPG in accordance with this Article.

- 10.4.2. Not later than one (1) Month before the start of supply, JBVNL through a scheduled bank open a Letter of Credit in favour of the SPG, to be made operative from a date prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to:
 - a. for the first Contract Year, equal to the estimated average monthly billing;
 - b. for each subsequent Contract Year, equal to the average of the monthly billing of the previous Contract Year.
- 10.4.3. Provided that the SPG shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and/or Supplementary Bill and shall not make more than one drawl in a Month.
- 10.4.4. Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, JBVNL shall restore such shortfall within fifteen (15) days.
- 10.4.5. JBVNL shall cause the scheduled bank issuing the Letter of Credit to intimate the SPG, in writing regarding the establishing of such irrevocable Letter of Credit.
- 10.4.6. JBVNL shall ensure that the Letter of Credit shall be renewed not later than its expiry.
- 10.4.7. All costs relating to opening, maintenance of the Letter of Credit shall be borne by JBVNL.
- 10.4.8. If JBVNL fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the Due Date, then, subject to Article 10.4.6 & 10.5.2, the SPG may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from JBVNL, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, in accordance with Article 10.4.3 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:
 - a. a copy of the Monthly Bill or Supplementary Bill which has remained unpaid to SPG and;
 - b. a certificate from the SPG to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;
- 10.4.9. *Note: JBVNL will establish the desired sum of LC subject to availability of credit cushion in the working fund.*
- 10.5. **Disputed Bill**
 - 10.5.1. If JBVNL does not dispute a Monthly Bill or a Supplementary Bill raised by the SPG within fifteen (15) days of receiving such Bill shall be taken as conclusive.
 - 10.5.2. If JBVNL disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay undisputed amount of the invoice amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:
 - i. the details of the disputed amount;
 - ii. its estimate of what the correct amount should be; and iii) all written material in support

of its claim.

- 10.5.3. If the SPG agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the SPG shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party, including the date on which such payment has been received a refund.
- 10.5.4. If the SPG does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the JBVNL providing:
- i. reasons for its disagreement;
 - ii. its estimate of what the correct amount should be; and iii) all written material in support of its counterclaim.
- 10.5.5. Upon receipt of the Bill Disagreement Notice by the JBVNL under Article 10.5.4, authorized representative(s) or a director of the Board of Directors/ member of the Board of JBVNL and SPG shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.
- 10.5.6. If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.5.4, the matter shall be referred to Dispute resolution in accordance with Article 16.
- 10.5.7. For the avoidance of doubt, it is clarified that despite a Dispute regarding an invoice, JBVNL shall, without prejudice to its right to Dispute, be under an obligation to make payment of the undisputed amount of the invoice amount in the Monthly Bill.

10.6. *Quarterly and Annual Reconciliation*

- 10.6.1. The Parties acknowledge that all payments made against the Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation and annual reconciliation at the end of each Contract Quarter/ Year within 30 days to take into account the JMR/ EBC energy export statement, Tariff adjustment payments, Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.
- 10.6.2. The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the SPG and JBVNL shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the SPG shall make appropriate adjustments in the next Monthly Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

10.7. *Payment of Supplementary Bill*

- 10.7.1. SPG may raise a ("Supplementary Bill") for payment on account of:
- i. Adjustments required in the JMR/ EBC energy export statement (if applicable); or

- ii. Change in Law as provided in Article 12

And such Supplementary Bill shall be paid by the other Party.

- 10.7.2. JBVNL shall remit all amounts due under a Supplementary Bill raised by the SPG to the SPG's Designated Account by the Due Date, except open access charges, RLDC or scheduling charges and transmission charges (if applicable). For Supplementary Bill on account of adjustment required in the JMR/ EBC energy export statement, Rebate as applicable to Monthly Bills pursuant to Article 10.3.4 shall equally apply. No surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note.
- 10.7.3. In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 10.3.3.

11. ARTICLE 11: FORCE MAJEURE

11.1. Definitions

- 11.1.1. In this Article, the following terms Affected Party, and Force Majeure, and shall have the following meanings.

11.2. Affected Party

- 11.2.1. An affected Party means JBVNL or the SPG whose performance has been affected by an event of Force Majeure.

11.3. Force Majeure

- 11.3.1. A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidable delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:
 - a. Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if and only if it is declared/ notified by the competent state/ central authority/ agency (as applicable);
 - b. any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action if and only if it is declared/notified by the competent state/ central authority/ agency (as applicable); or
 - c. radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Project by the Affected Party or those employed or engaged by the Affected Party.

11.4. Force Majeure Exclusions

- 11.4.1. Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:
- a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Project;
 - b. Delay in the performance of any contractor, sub-contractor or their agents;
 - c. Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
 - d. Strikes at the facilities of the Affected Party;
 - e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and
 - f. Non-performance caused by, or connected with, the Affected Party's:
 - i. Negligent or intentional acts, errors or omissions;
 - ii. Failure to comply with an Indian Law; or
 - iii. Breach of, or default under this Agreement.

11.5. Notification of Force Majeure Event

- 11.5.1. The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than fifteen (15) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.
- 11.5.2. Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.
- 11.5.3. The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.6. Duty to Perform and Duty to Mitigate

- 11.6.1. To the extent not prevented by a Force Majeure Event pursuant to Article 11.3, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

11.7. Available Relief for a Force Majeure Event

11.7.1. Subject to this Article 11:

- a. no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
- b. every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations;
- c. For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
- d. Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

12. ARTICLE 12: CHANGE IN LAW

12.1. Definitions

In Article 12, the term Change in Law shall refer to the occurrence of any of the following events pertaining to this project only after the last date of the bid submission, including

- i. the enactment of any new law; or
- ii. an amendment, modification or repeal of an existing law; or
- iii. the requirement to obtain a new consent, permit or license; or
- iv. any modification to the prevailing conditions prescribed for obtaining consent, permit or license, not owing to any default of the SPG; or
- v. any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up the Power Project and supply of power from the Power Project by the SPG which have a direct effect on the Project.

However, Change in Law shall not include

- i. any change in taxes on corporate income or
- ii. any change in any withholding tax on income or dividends distributed to the shareholders of the SPG, or
- iii. any change on account of regulatory measures by the Appropriate Commission.

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

In the event of any decrease in the recurring/ nonrecurring expenditure by the SPG or any income to the SPG on account of any of the events as indicated above, SPG shall file an application to the Appropriate Commission no later than sixty (60) days from the occurrence of such event, for seeking approval of Change in Law. In the event of the SPG failing to comply with the above requirement, in case of any gain to the SPG, JBVNL shall withhold the monthly tariff payments on

an immediate basis, until compliance of the above requirement by the SPG.

12.2. *Relief for Change in Law*

- 12.2.1. The aggrieved Party shall be required to approach the Appropriate Commission for seeking approval of Change in Law.
- 12.2.2. The decision of the Appropriate Commission to acknowledge a Change in Law and the date from which it will become effective, provide relief for the same, shall be final and governing on both the Parties.

13. ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1. *SPG Event of Default*

- 13.1.1. The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by JBVNL of its obligations under this Agreement, shall constitute an SPG Event of Default:
- i. the failure to commence supply of power to JBVNL up to the Contracted Capacity, by the end of the period specified in Article 4, or failure to continue supply of Contracted Capacity to JBVNL after Commercial Operation Date throughout the term of this Agreement, or if
 - a) the SPG assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or
 - b) the SPG transfers or novates any of its rights and/ or obligations under this Agreement, in a manner contrary to the provisions of this Agreement; except where
 - is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
 - is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;
 - ii. if (a) the SPG becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding-up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the SPG, or (c) the SPG goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the SPG will not be a SPG Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the SPG and expressly assumes all obligations of the SPG under this Agreement and is in a position to perform them; or
 - iii. the SPG repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from JBVNL in this regard; or

- iv. except where due to any JBVNL's failure to comply with its material obligations, the SPG is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SPG within thirty (30) days of receipt of first notice in this regard given by JBVNL; or
- v. occurrence of any other event which is specified in this Agreement to be a material breach/ default of the SPG;

13.2. JBVNL Event of Default

13.2.1. The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the SPG of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting JBVNL:

- i. JBVNL fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of ninety (90) days after the Due Date and the SPG is unable to recover the amount outstanding to the SPG through the Letter of Credit,
- ii. JBVNL repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the SPG in this regard; or
- iii. except where due to any SPG's failure to comply with its obligations, JBVNL is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by JBVNL within sixty (60) days of receipt of notice in this regard from the SPG to JBVNL; or if
 - JBVNL becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding-up proceedings and such proceedings remain uncontested for a period of sixty (60) days, or
 - any winding up or bankruptcy or insolvency order is passed against JBVNL, or
 - JBVNL goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that it shall not constitute a JBVNL Event of Default, where such dissolution or liquidation of JBVNL is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to JBVNL and expressly assumes all obligations of JBVNL and is in a position to perform them; or
- iv. Occurrence of any other event which is specified in this Agreement to be a material breach or default of JBVNL.

13.3. Procedure for cases of SPG Event of Default

13.3.1. Upon the occurrence and continuation of any SPG Event of Default under Article 13.1, JBVNL shall have the right to deliver to the SPG, with a copy to the representative of the lenders to the SPG with whom the SPG has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (JBVNL Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

- 13.3.2. Following the issue of a JBVNL Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- 13.3.3. During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.
- 13.3.4. Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the SPG Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, JBVNL may terminate this Agreement by giving a written Termination Notice of sixty (60) days to the SPG.
- 13.3.5. Subject to the terms of this Agreement, upon occurrence of a SPG Event of Default under this Agreement, the lenders in concurrence with the JBVNL, may exercise their rights, if any, under Financing Agreements, to seek substitution of the SPG by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the SPG and performing the obligations of the SPG. However, in the event the lenders are unable to substitute the defaulting SPG within the stipulated period, JBVNL may terminate the PPA and may acquire the Project assets for an amount equivalent to 90% of the debt due or less as mutually agreed, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

Provided that any substitution under this Agreement can only be made with the prior consent of JBVNL including the condition that the selectee meets the eligibility requirements of Request for Bids (RfB) issued by JBVNL and accepts the terms and conditions of this Agreement.

- 13.3.6. The lenders in concurrence with JBVNL may seek to exercise the right of substitution under Article 13.3.5 by an amendment or novation of the PPA in favour of the selectee. The SPG shall cooperate with JBVNL to carry out such substitution and shall have the duty and obligation to continue to operate the Project in accordance with this PPA till such time as is finalized. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of Rs. 1 Lakh per MW +18% GST per transaction as facilitation fee (non-refundable) shall be deposited by the SPG to JBVNL.
- 13.3.7. In the event the lenders are unable to substitute the defaulting SPG within the stipulated period, JBVNL may terminate the PPA and may acquire the Project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

13.4. *Procedure for cases of JBVNL Event of Default*

- 13.4.1. Upon the occurrence and continuation of any JBVNL Event of Default specified in Article 13.2, the SPG shall have the right to deliver to JBVNL, an SPG Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.
- 13.4.2. Following the issue of an SPG Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

- 13.4.3. During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.
- 13.4.4. After a period of two hundred ten (210) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or JBVNL Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, JBVNL under intimation to SPG shall, subject to the prior consent of the SPG, novate its part of the PPA to any third party, including its Affiliates within the stipulated period. In the event the aforesaid novation is not acceptable to the SPG, or if no offer of novation is made by JBVNL within the stipulated period, then the SPG may terminate the PPA and at its discretion require JBVNL to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and 150% (one hundred and fifty per cent) of the adjusted equity or, (ii) pay to the SPG, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the SPG.

Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the SPG.

13.5. *Termination due to Force Majeure*

- 13.5.1. If the Force Majeure Event or its effects continue to be present beyond a period as specified in Article 4.4.2, either Party shall have the right to cause termination of the Agreement. In such an event this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination.

14. ARTICLE 14: LIABILITY AND INDEMNIFICATION

14.1. *Indemnity*

- 14.1.1. The SPG shall indemnify, defend and hold JBVNL harmless against:

- a. any and all third-party claims against JBVNL for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the SPG of any of its obligations under this Agreement; and
- b. any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by JBVNL from third party claims arising by reason of a breach by the SPG of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the SPG, for which specific remedies have been provided for under this Agreement).

- 14.1.2. JBVNL shall indemnify, defend and hold the SPG harmless against:

- a. any and all third-party claims against the SPG, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by JBVNL of any of their obligations under this Agreement; and
- b. any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the SPG from third party claims arising by reason of a breach by JBVNL of any of its obligations.

14.2. *Procedure for claiming Indemnity*

14.2.1. *Third-party claims*

- a. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2(a) in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such a claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:
 - i. the Parties choose to refer the dispute before the Arbitrator in accordance with Article 16.3.2;
 - and
 - ii. the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute, the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.
- b. The Indemnified Party may contest the claim by referring to the Arbitrator for which it is entitled to be Indemnified under Article 14.1.1(a) or 14.1.2(a) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified Party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

14.3. *Indemnifiable Losses*

- 14.3.1. Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 14.1.1(b) or 14.1.2(b), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of non-payment of such losses after a valid notice under this Article 14.3, such event shall constitute a payment default under Article 13.

14.4. *Limitation of Liability*

- 14.4.1. Except as expressly provided in this Agreement, neither the SPG nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in

the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of JBVNL, the SPG or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

- 14.4.2. JBVNL shall have no recourse against any officer, director or shareholder of the SPG or any Affiliate of the SPG or any of its officers, directors or shareholders for such claims excluded under this Article. The SPG shall have no recourse against any officer, director or shareholder of JBVNL, or any affiliate of JBVNL or any of its officers, directors or shareholders for such claims excluded under this Article.

14.5. *Duty to Mitigate*

- 14.5.1. The Parties shall endeavor to take all reasonable steps so as to mitigate any loss or damage which has occurred under this Article 14.

15. ARTICLE 15: ASSIGNMENTS AND CHARGES

15.1. *Assignments*

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, except to the Project lender or lender's representative as security for their debt under the Financing Agreements, other than by mutual consent between the Parties to be evidenced in writing. Such assignment shall be agreed to by JBVNL subject to the compliance of provisions contained in this Agreement and more specifically to the provisions of Article 4.1.1 of this Agreement. In no case, such assignment shall be permissible prior to the declaration of COD.

Provided that, JBVNL shall permit assignment of any of SPG's rights and obligations under this Agreement in favour of the lenders to the SPG, if required under the Financing Agreements. Provided that, such consent shall not be withheld if JBVNL seeks to transfer to any transferee all of its rights and obligations under this Agreement.

The enforcement of the rights and obligation between the SPG and the JBVNL provided in this Agreement shall not be treated as an assignment but an enforcement of the terms agreed under this Agreement.

Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement. An amount of Rs. 1 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the SPG to JBVNL. Provided further that, such consent shall not be withheld by the SPG if JBVNL seeks to transfer to any affiliate all of its rights and obligations under this Agreement.

In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of INR 1 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the SPG to JBVNL.

15.2. *Permitted Charges*

- 15.2.1. SPG shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 15.1 and the Guidelines.

16. ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION

16.1. *Governing Law*

16.1.1. This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in Ranchi/ Jharkhand.

16.2. *Amicable Settlement and Dispute Resolution*

- i. Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement (“Dispute”) by giving a written notice (Dispute Notice) to the other Party, which shall contain:
 - a. a description of the Dispute;
 - b. the grounds for such Dispute; and
 - c. all written material in support of its claim.
- ii. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 16.2.1(i), furnish:
 - a. counter-claim and defenses, if any, regarding the Dispute; and
 - b. all written material in support of its defenses and counter-claim.
- iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 16
 - a. if the other Party does not furnish any counterclaim or defense under Article 16
 - b. or thirty (30) days from the date of furnishing counterclaims or defense by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.1.
 - c. the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3. *Dispute Resolution*

16.3.1. *Dispute Resolution by the Appropriate Commission*

- i. Where any Dispute or differences arises in relation to this agreement of any nature whatsoever including the construction, interpretation or implementation of the provisions of this agreement as well as claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, and relates to any matter agreed to be referred to the Appropriate Commission, shall be submitted to adjudication by the Appropriate Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.
- ii. JBVNL shall be entitled to co-opt the lenders (if any) as a supporting party in such proceedings before the Appropriate Commission.

16.3.2. *Dispute Resolution through Arbitration*

- i. If the Dispute arising as per Article 16.2.1 is not amicably resolved & such dispute is not covered in Article 16.3.1(i), such Dispute shall be resolved by arbitration under the

provisions of the Electricity Act, 2003 (as amended from time to time) as under: Proceedings as well as appointment of the arbitrator(s) shall be carried out by the Appropriate Commissions under the Electricity Act 2003 as amended from time to time. As stipulated by the said Electricity Act 2003, the said arbitration will take place as per the provisions of the Arbitration and Conciliation Act 1996 as amended from time to time.

- ii. The place of arbitration shall be at Ranchi. The language of the arbitration shall be English.
- iii. The Arbitration Tribunal's award shall be substantiated in writing. The Arbitration Tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.
- iv. The provisions of this Article shall survive the termination of this PPA for any reason whatsoever.
- v. The award shall be of majority decision.
- vi. JBVNL shall be entitled to co-opt the lenders (if any) as a supporting party in such arbitration proceedings.

16.4. Parties to Perform Obligations

- 16.4.1. Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission and save as the Appropriate Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

17. ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1. Amendment

- 17.1.1. This Agreement may only be amended or supplemented by a written agreement between the Parties.

17.2. Third-party Beneficiaries

- 17.2.1. This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

17.3. Waiver

- 17.3.1. No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party.
- 17.3.2. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

17.4. Confidentiality

- 17.4.1. The Parties undertake to hold in confidence this Agreement 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; or
 - c. disclosures required under Law, without the prior written consent of the other Party.

17.5. Severability

- 17.5.1. The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

17.6. Notices

- 17.6.1. All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

- 17.6.2. If to the SPG, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Address: [●] Attention: [●] Email: [●] Fax. No.: [●]
Telephone No.: [●]

- 17.6.3. If to JBVNL, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

Address: JBVNL Limited, Engineer's Building, HEC Dhurwa, Ranchi – 834004,
Attention: General Manager (Commercial)
Email: pmkusum.jbvn@gmail.com
Fax. No.: 0674 – 2547 180
Telephone No.: 0674 – 2545 308

- 17.6.4. All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgment of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

- 17.6.5. Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

17.7. Language

- 17.7.1. All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

- 17.7.2. If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

17.8. *Restriction of Shareholders / Owners' Liability*

- 17.8.1. Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement, shall be restricted to the extent provided in the relevant act in India.

17.9. *Taxes and Duties*

- 17.9.1. The SPG shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the SPG, contractors or their employees that are required to be paid by the SPG as per the Law in relation to the execution of the Agreement and for supplying power as per the terms of this Agreement.
- 17.9.2. JBVNL shall be indemnified and held harmless by the SPG against any claims that may be made against JBVNL in relation to the matters set out in Article 17.9.1.
- 17.9.3. JBVNL shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the SPG by JBVNL on behalf of SPG.

17.10. *Independent Entity*

- 17.10.1. The SPG shall be an independent entity performing its obligations pursuant to the Agreement.
- 17.10.2. Subject to the provisions of the Agreement, the SPG shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the SPG or contractors engaged by the SPG in connection with the performance of the Agreement shall be under the complete control of the SPG and shall not be deemed to be employees, representatives, contractors of JBVNL and nothing contained in the Agreement or in any agreement or contract awarded by the SPG shall be construed to create any contractual relationship between any such employees, representatives or contractors and JBVNL.

17.11. *Compliance with Law*

- 17.11.1. Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made thereunder, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

17.12. *Breach of Obligations*

- 17.12.1. The Parties acknowledge that a breach of any of the obligations contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the non- defaulting party in each case specified under this Agreement.

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

For and on behalf of JBVNL

Name:

Designation:

Address:

Signature with seal:

Witness:

1.

2.

For and on behalf of [SPG]

Name:

Designation:

Address:

Signature with seal:

Witness:

1.

2.

Annexure 1: Details of land

The details of the land are mentioned below:

Block	
Plot no.	
Khata no.	
Khasra No.	
Tehsil	
Panchayat	
Village	
Revenue Inspector (RI) Circle	
District	
State	
GPS coordinate (up to 2 decimal places)	Approach road: Centre of the land:
Land Size	

Annexure 2: Schedule for minimum Contracted Energy generation for the Project

The year-wise schedule for minimum Contracted Energy generation for the Project is mentioned below:

Contract Year	Minimum Contracted Energy (kWh)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	

Annexure 3: Performance Bank Guarantee format

Format for Performance Security

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

(Performance Security shall be submitted in 2 Nos. of Bank Guarantees in the ratio of 20% and 80% value.)

In consideration of the M/s [Insert name of the Successful Bidder] (hereinafter referred to as 'Solar Project Generator or SPG') submitting the response to RFP No. [RFP] dated [DD MMM YYYY] issued by Jharkhand Bijli Vitran Nigam Limited (JBVNL) inter alia for selection of the Project having the capacity of [Capacity] kWp, at [Insert name of the SPP location] for supply of energy therefrom on long term basis to Jharkhand Bijli Vitran Nigam Limited (hereinafter referred to as "JBVNL") and JBVNL considering such response to the RFP (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees), JBVNL issuing an intimation Letter of Award no. [intimation no.] dated [DD MMM YYYY] to [name of SPG] as per terms of RFP and the same having been accepted by the SPG resulting in a Power Purchase Agreement (PPA) to be entered into with JBVNL, for purchase of Delivered Energy from the SPG. As per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to JBVNL at [JBVNL's address] forthwith on demand in writing from JBVNL or any Officer authorized by it in this behalf, any amount up to and not exceeding INR [Amount] (Indian Rupees [in words]) only, on behalf of the SPG.

This Bank Guarantee shall be valid and binding on this Bank up to and including [insert expiry date in DD MMM YYYY] along with claim date up to and including [insert claim date in DD MMM YYYY] and shall not be terminable by any 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 Bank Guarantee is restricted to INR [Amount] (Indian Rupees [in words]) only. Our Bank Guarantee shall remain in force until [insert expiry date in DD MMM YYYY] JBVNL shall be entitled to invoke this Bank Guarantee till [insert claim date in DD MMM YYYY].

The Guarantor Bank hereby agrees and acknowledges that JBVNL shall have the right to invoke this Bank Guarantee in part or in full, as it may deem fit at its branch at Ranchi.

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the SPG and/ or any other person. The Guarantor Bank shall neither require JBVNL to justify the invocation of this Bank Guarantee, nor shall the Guarantor Bank have any recourse against JBVNL in respect of any payment made hereunder.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Ranchi 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 or whatsoever.

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

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

Signature:

Name: [Name]

Power of Attorney No.: [PoA no.]

For

[Insert name of the Bank] Email ID of the Bank: [Email id]

Banker's Stamp and Full Address: [Address] Dated this [DD] day of [MMM], [YYYY]

Witness

1.

Signature

Name and Address

2.

Signature

Name and Address

Note:

1. The stamp paper shall be in the name of the executing bank and of appropriate value of

stamp paper.

2. The Performance Security shall be executed by any of the nationalized or scheduled bank in India

Annexure: 3

LEASE AGREEMENT

This **Lease Agreement** entered into on this [Day] day of [Month] month [Year] year ("**Effective Date**") at [Location].

BETWEEN:

[Name of the Lessor - individual farmer/ group of farmers/ cooperatives/ panchayats/ farmer producer organizations/ water user associations] (hereinafter referred to as the "**Lessor**", which expression shall, wherever the context so requires or admits, shall mean and include his legal heirs, executors, administrators and assignees successors in interest);

AND:

[Name of the Lessee – Solar Power Generator (SPG)], represented by [Name of the authorized signatory of the Lessee], (hereinafter referred to as the "**Lessee**", which expression shall, wherever the context so requires or admits, shall mean and include its executors, administrators and assignees successors in interest).

The Lessor and Lessee are individually referred to as a 'Party' and collectively referred to as 'Parties'.

- I. **WHEREAS** the Lessor is the owner in possession of the barren/ agricultural/ non-agricultural land measuring [area in acres] acres [area in decimal] decimal situated at Panchayat [Panchayat name], Village [Village name], RI Circle [RI Circle name], District [District name] in Jharkhand which is more fully described in the Schedule hereunder and hereinafter referred to as the "**Schedule Property**".
- II. **WHEREAS** the Lessee being a [sole proprietor firm/ partnership firm/ company/ limited liability partnership/ limited liability company] incorporated under the [relevant act in India], having its registered office at [registered office address] to plan, develop and operate solar energy-based power plant under MNRE Scheme notified on 8th March 2019.
- III. (a) **WHEREAS** pursuant to the request of the Lessee, the Lessor has agreed to grant the lease, the Lessee has agreed to take on lease from the Lessor the Schedule Property which is more fully described in Schedule written hereunder and hereinafter referred to as the "**Schedule Property**" for setting up of the [Project capacity - 500 kW to 2,000 KW] kW solar energy based power plant (hereinafter referred to as the "**Project**").

(b) That pursuant to the request of the Lessee, the Lessor has submitted an application under _____ [relevant section of Land Reform Act of Jharkhand] for the conversion of the Schedule Property. The Lessee, on behalf of the Lessor, shall presume that the Schedule Property is deemed to have been converted for non-agricultural purposes, in case it is required to convert the land for non- agricultural purposes. However, the Lessee shall be responsible for obtaining the approval for converting the status of the Schedule Property.
- IV. **WHEREAS** the Lessor and Lessee have mutually determined the lease rent charges as detailed in Article 3 of this Lease Agreement.
- V. **NOW THIS LEASE AGREEMENT WITNESSES THAT** in consideration of the above and of the mutual covenants of the Parties hereto, the Lessor hereby grants and the Lessee hereby accepts the lease of the Schedule property on the following terms and conditions:

1. PURPOSE OF LEASE:

The grant of lease by the Lessor to the Lessee in respect of the Schedule Property is for the purpose of developing the Project (including associated infrastructure like office, fence etc.) under the MNRE Scheme notified on 8th March 2019.

2. PERIOD OF THE LEASE

The period of this Lease Agreement shall be for twenty-seven (27) years from the Effective Date (“**Lease Period**”) which may be renewed at the option of the Lessee and Lessor for further period, on such mutually agreeable terms as may be agreed at the time of renewal, by both the Parties, by executing and registering a separate lease agreement.

3. RENT

- a) The rent payable by the Lessee to the Lessor for the Schedule Property shall be INR [*in number*]/- (Indian Rupees [*in words*]) only per annum per acre for the Lease Period. The portion of the Schedule Property less than one acre shall be calculated in terms of decimal and the rent payable for the same shall be at INR [*in number*]/- (Indian Rupees [*in words*]) only per decimal or part thereof, per annum for the Lease Period.
- b) The annual rent shall be paid in twelve (12) equal installments and each installment shall be paid, in advance, by the 5th day of every month, by crediting the same to the Lessor’s bank account, the details of which may be furnished by the Lessor from time to time.
- c) Lessor may opt for payment of lease rent directly from the Distribution company, which will sign Power Purchase Agreement with Lessee for the project. In such a case the Distribution company will pay the lease rent to Lessor on monthly basis from the proceeds payable to the Lessee in lieu of Power supplied by Lessee. In order to give this effect a suitable provision will be made in the PPA to be signed between Lessee and the Distribution Company.
- d) The rent hereby reserved shall be paid by enhancing the same at the end of every [*●*] year(s), at [*●*%] or [*INR in amount*] on the rent hereby agreed.
- e) If the Lessee delays the payment of rent by the due date of every month, for any reason, the same shall be paid by adding the interest at the rate [*●*] % for the said delayed period.

4. GENERAL TERMS

- a) In consideration of the rent herein agreed as payable to the Lessor being paid by the Lessee regularly and on complying with other terms and conditions and covenants by the Lessee, the Lessee shall peacefully possess and enjoy the Schedule Property during the Lease Period without any interruption by the Lessor.
- b) The Lessor shall allow the Lessee or its representatives to conduct a survey and other related work.
- c) The Lessor has no objections for the Lessee to establish the Project in the Schedule Property, which is the purpose of the grant of this lease and to that effect, the Lessee entering into any agreements, deeds with companies, individuals, developers/ third party, etc. in respect of the Schedule Property.
- d) The Lessor has no objections for the Lessee or its representatives for installation of machinery, equipment, etc. to establish the Project in the Schedule Property and all work relating to thereto,

including but not limited to laying poles, wires, etc.

5. EVENT OF SALE, ACCEPTANCE OF LEASE BY THE NEW LESSOR

- a) In the event of the Lessor transferring their rights/ interest in any manner during the existence of the lease to any other Person, the same may be allowed without affecting the rights of the Lessee under the Lease Agreement in any manner and the Lessor shall inform the Lessee about the acquiring of the right/ interest in respect of the Schedule Property and on receipt of such information, the Lessee shall accept such Person's lessorship of the Schedule Property and obtain a written confirmation from such Person to the effect that he will be bound by the terms of the Lease Agreement.
- b) In the event of the Lessor transferring their rights/ interest to any other Person, the same may be informed to the Lessee and the Lessor shall ascertain and obtain all the necessary documents from the Person to the effect that the Person will be bound by the terms and conditions of the Lease Agreement for the balance Lease Period or for using the said documents for renewal of the lease agreement, if required mutually by the parties.
- c) During the subsistence of the Lease Agreement, the Lessor shall not carry any activity, in the Schedule Property, other than those agreed in this Lease Agreement;
- d) The change in the legal status of the Lessee shall not affect the terms and conditions of this Lease Agreement.
- e) Two (2) original Lease Agreements shall be made for the Lessee and the Lessor.
- f) In the event of any dispute in respect of the Schedule Property, the Lessee shall deposit the rent in the concerned civil court. In the event of retention of the rent with the Lessee, the Lessee shall pay the same together with interest thereon at the rate [●] % for such period.
- g) The Lessee shall not offer or create any charge or encumbrance by offering the same as by way of mortgage, security, etc. in favor of any banks or financial institutions in respect of the loans or advances or any other financial facilities that may be availed by the Lessee.
- h) The Lessor shall pay all the tax/ any other statutory or other charges, as applicable, in respect of the Schedule Property during the Lease Period or extended lease period, if applicable.

6. PAYMENT OF STAMP DUTY AND REGISTRATION CHARGES:

The stamp duty and other registration charges, as applicable for this Lease Agreement shall be paid by the Lessee during the Lease Period.

7. FORCE MAJEURE:

It is also agreed and understood between the Parties that in case of any mishap due to fire, earthquake, strike, floods, tempest, war, riot, civil war or civil commotions, mob violence, civil disturbance, act of God or on account of terrorist attack, the Lessor shall not be liable for any loss or damage that may be occasioned to the Lessee/ its merchandise.

8. ADDRESSES FOR CORRESPONDENCE, ETC

Any notice and/ or communications between the Parties shall be deemed to be sufficient if delivered by hand under acknowledgment or sent by registered post acknowledgment due to the following address or the address that may be intimated in writing to the Lessee by the Lessor from time to time or email post an acknowledgment:

LESSOR'S:

Name of the contact person: [●] Designation of the contact person: [●] Address: [●]
Email: [●] Contact no.: [●]

LESSEE'S:

Name of the contact person: [●] Designation of the contact person: [●] Address: [●]
Email: [●] Contact no.: [●]

9. LESSOR'S DUTIES, COVENANTS, AND OBLIGATIONS

- a) The Lessor hereby covenants with the Lessee that the Lessee regularly paying the rents hereby reserved and performing and observing all the covenants of the Lessee herein contained, shall be entitled, during the subsistence of this lease to enjoy the Schedule Property without let, hindrance or interference from the Lessor or any other Person claiming through or under him; Still, in the event of the Lessee restrained from enjoying the peaceful possession of the Schedule Property or on account of any action by the Government during the Lease Period and in the event of dispossession of the Lessee from the Schedule Property or any portion thereof forcibly, due to any default of the Lessor, the Lessor shall make good the reasonable loss that may be suffered by the Lessee.
- b) The Lessor shall offer necessary support and cooperation to the Lessee in its process to obtain required permissions, approvals, clearances, etc., from any statutory authority or other local bodies for the purpose of obtaining and license, permissions, etc., for installation of the Project. However, obtaining such permissions, approvals, clearances, etc., shall be the sole responsibility of Lessee.

10. LESSEE'S COVENANT AND OBLIGATIONS

The Lessee hereby covenants with the Lessor as under:

- a) The Schedule Property shall be utilized for the purpose, as mentioned under Article 1.
- b) The Lessee shall pay the rents regularly and promptly, as mentioned under Article 3.

11. TERMINATION AND RE-ENTRY

The Lease shall be terminable under all or any of the following circumstances, namely –

- a) by efflux of time;
- b) in the event of breach by either Party of the terms, conditions and covenants hereof;
- c) if the Schedule Property or any part thereof is severely damaged or destroyed due to any unforeseen circumstances or Force Majeure situation, etc., and these damages are not restored to by the Lessor within a reasonable time or if the demised premises is acquired compulsorily by any authority (in this case, the Lessee will have the recourse of arbitration against such authority);
- d) After the expiry of the Lease Period, the Lessee shall handover the Schedule Property to the Lessor as it existed previously at the time of this Lease Agreement (subject to normal wear and tear). The Lessee will ensure that the Project after the 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time, failing which the cost of restoring the Schedule Property to the previously existing condition will be

recovered by the Lessor from the proceeds payable to the Lessee in lieu of energy supplied by Lessee as per the Power Purchase Agreement.

- e) If the PPA signed between the Lessee and JBVNL is terminated due to any reasons whatsoever.

12. VARIATION:

The Lessor and the Lessee hereto acknowledge that this Lease Agreement supersedes all prior communications between them including all oral or written proposals. Any variation, addition and modifications of this Lease Agreement between the Parties shall be valid only if in writing by the Lessor and Lessees authorized representative.

13. ARBITRATION:

- a) Any disputes or differences arising between the Parties hereto as to the effect, interpretation or application any of the clauses of this Lease Agreement or as to their rights, duties or liabilities thereunder, or as to any act, matter or thing arising out of, or consequent to, or in connection with this Lease Agreement shall be referred to and resolved by arbitration by referring the same for arbitration to any retired District Judge and shall be resolved finally at his arbitration under arbitration and Conciliation Act 1996 and its Amendments or any other Enactment. The arbitration proceedings shall be held at Jharkhand, preferably at Ranchi, and shall be in English Language.
- b) This Lease Agreement shall be governed by the laws of India. The Courts at Jharkhand alone shall have the jurisdiction to entertain and or try any dispute arising out of or in connection with or in relation to the terms of this Lease Agreement.

IN WITNESS WHEREOF the Parties hereto have executed these presents in the presence of the witnesses attesting hereunder on the day, month and year mentioned hereinabove.

Signed and delivered by the Lessor

Signed and delivered by the Lessor

Signature:
Name of the Authorized Signatory:

Signature:
Name of the Authorized Signatory:

Date:

Date:

Witnesses:

Witnesses:

In the presence of:

In the presence of:

1.

1.

Signature:

Signature:

Name:

Name:

Designation:

Designation:

2.

2.

Signature:

Signature:

Name:

Name:

Designation:

Designation:

SCHEDULE PROPERTY

All that piece and parcel of Schedule Property is mentioned below:

- Mouja: *[mouja name]*
- Thana, thana no.: *[thana name], [thana no.]*
- Tehsil, tehsil no.: *[tehsil name], [tehsil no.]*
- Panchayat: *[panchayat name]*
- Village: *[village name]*
- RI circle: *[RI circle name]*
- District: *[district name]*
- Pin code: *[6-digit pin code]*
- Google coordinate: *[for example 20.135172, 85.084869 format]*

Khata no.	Plot no.	Kissam	Extent/ rakba of land		Class*	Current usage#
			(acre)	(decimal)		

*Class under category *[I/ II/ III/ IV (as applicable)]*, as classified under the _____ *[relevant section of Land Reform Act of Jharkhand]* amended from time to time

Agriculture/ non-agriculture/ barren

DEFINITIONS AND INTERPRETATIONS

Definition/ acronym	Description
“Effective Date”	shall mean the date of signing of this Lease Agreement
“JBVNL”	shall mean Jharkhand Bijli Vitran Nigam Limited
“INR”	shall mean Indian Rupees
“kW”	shall mean kilo-Watt
“MNRE”	shall mean Ministry of New and Renewable Energy
“Lease Agreement”	shall mean this lease agreement including its recitals and schedules, amended or modified from time to time in accordance with the terms hereof
“Lease Period”	shall have the meaning ascribed thereto in Article 2 of this Lease Agreement
“Person”	shall mean any sole proprietor firm/ partnership firm/ company/ limited liability partnership/ limited liability company thereof, and their successors or permitted assigns
“Power Purchase Agreement”	shall mean the power purchase agreement signed/ to be signed between the Lessee and JBVNL
“Project”	shall have the meaning ascribed thereto in Recital 3 a) of this Lease Agreement
“RFP”	shall mean Request for Proposal
“Scheduled Property”	shall have the meaning ascribed thereto in Schedule (Schedule Property) of this Lease Agreement
“SPG”	shall mean Solar Power Generator as defined in the PPA and RFP