# REQUEST FOR SELECTION (RfS)

# FOR PURCHASE OF POWER THROUGH COMPETITIVE BIDDING PROCESS [FOLLOWED BY REVERSE E-AUCTION] FROM 500 MW GRID CONNECTED SOLAR PHOTOVOLTAIC POWER PROJECTS WITHOUT ENERGY STORAGE TO BE SET UP / UNDER CONSTRUCTION / ALREADY COMMISSIOINED PROJECTS ANYWHERE IN INDIA WITH GREENSHOE OPTION OF ADDITIONAL CAPACITY UPTO 500 MW.

**RfS No. GUVNL / 500 MW / Solar (Phase XXII) dated 06.11.2023**

**(Tender Search Code @: GUVNL-2023- TN000007)**

**ISSUED BY:**

Gujarat Urja Vikas Nigam Ltd

Sardar Patel Vidyut Bhavan, Race Course Vadodara-390007

**Tel No.** 0265-2340289, 0265-2310582 / 83 /84 / 85/ 86

**Website:** www.guvnl.com

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**Disclaimer:**

1. Though adequate care has been taken while preparing the RfS document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within fifteen (15) days from the date of notification of RfS/ Issue of the RfS documents, it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.
2. Gujarat Urja Vikas Nigam Limited (GUVNL) reserves the right to modify, amend or supplement this RfS document including the draft PPA.
3. While this RfS has been prepared in good faith, neither GUVNL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS, even if any loss or damage is caused by any act or omission on their part.
4. This RfS is not an agreement and is neither an offer nor invitation to the prospective bidders or any other person. The purpose of this RfS is to set the terms for the selection process and to provide Bidders with information that may be useful to them in preparation and submission of their Bids.
5. The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid, including but not limited to preparation, copying, postage, delivery fees or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the bid, regardless of the conduct or the outcome of the bidding process.

## Bid Information Sheet

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| **Document Description** | RfS Document for purchase of power through competitive bidding process (followed by e-reverse auction) from 500 MW Grid Connected Solar Photovoltaic Power Projects to be set up / under construction / already commissioned projects anywhere in India with Greenshoe option of additional capacity upto 500 MW without energy storage. |
| **RfS No.& Date** | GUVNL / 500 MW / Solar (Phase XXII) dated **06.11.2023** |
| **Downloading of tender documents** | From **06.11.2023** |
| **Pre-bid Conference / Clarification Meeting** | Bidders interested to participate in the pre-bid meeting are required to get themselves registered on or before **18.11.2023**.<br><br>Further, Interested Bidders are requested to forward their queries (if any) to GUVNL through email to dycaosolar.guvnl@gebmail.com; decom.guvnl@gebmail.com; ja5.comm.guvnl@gebmail.com; ja6com.guvnl@gebmail.com; with name, designation and mobile numbers of persons.<br><br>The pre-bid meeting would be scheduled on **21.11.2023** at 11:30 Hrs through video conferencing. GUVNL will forward the link of video conferencing to registered bidders on the email address registered with GUVNL prior to pre-bid meeting. |
| **Last Date & Time for**<br>a) Online Submission of Response to RfS ("Bid Deadline") and<br>b) All documents as per Section 3.18 (A) physically at GUVNL office, Vadodara | **a)** Online Submission – Date **04.12.2023** Time: 5:00 PM **("Bid Deadline")**<br>b) Offline Submission - Date **06.12.2023** Time: 5:00 PM |
| **Technical Bid Opening** | Date : **07.12.2023** Time : 11:30 AM |
| **Financial Bid Opening and Reverse e-auction** | Date: **12.12.2023** Time: 11:30 AM followed by e- Reverse Auction Process. Intimation of e-Reverse Auction will be conveyed to |

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| | eligible bidders on e-bidding portal. |
| **Cost of RfS Document**<br>**(non-refundable)** | **Rs. 25,000/- plus 18% GST to be mandatorily paid through electronic mode (NEFT/RTGS).** The payment details shall be mentioned in the Electronic Form on e-bidding portal. The online payment details containing UTR number & GST number shall be e-mailed to ja5.comm.guvnl@gebmail.com immedietly after making payment.<br>For reference, the details of GUVNL are as under:-<br>Name of Bank – State Bank of India<br>Bank Account No. – 41548514316<br>IFSC CODE - SBIN0001946<br>GST No. : 24AACCG2861L1ZK<br>PAN: AACCG2861L |
| **Processing Fee**<br>**(non-refundable)** | **Rs. 3 Lakhs plus 18% GST to be mandatorily paid through electronic mode (NEFT / RTGS).** The payment details shall be mentioned in Electronic Form on e-bidding portal. The online payment details containing UTR number & GST number shall be e-mailed to ja5.comm.guvnl@gebmail.com immedietly after making payment.<br>Name of Bank – State Bank of India<br>Bank Account No. – 41548514316<br>IFSC CODE - SBIN0001946<br>GST No - 24AACCG2861L1ZK<br>PAN - AACCG2861L |
| **EMD** | Earnest Money of **Rs.9,28,000/- per MW** is to be submitted along with the Response to RfS in the form of Bank Guarantee.<br>Bank details of GUVNL for Structured Financial Messaging System (SFMS) Confirmation regarding issuance of BG are as under:<br>Name of Bank – State Bank of India<br>Bank Account No. – 41548514316<br>IFSC Code - SBIN0001946<br>The SFMS confirmation for issuance of BG shall be forwarded to GUVNL on ja5.comm.guvnl@gebmail.com. |
| **Name, Designation, Address and other details** | Mr. H. N. Shah<br>General Manager (RE) |

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|---|---|
| **(For Submission of Response to RfS)** | Gujarat Urja Vikas Nigam Ltd.<br>Sardar Patel Vidyut Bhavan,<br>Race Course, Vadodara-390007<br>Tel No. 0265-2340289, 0265-2310582 / 83 / 84 / 85 / 86<br>Website-www.guvnl.com |
| **Details of persons to be contacted in case of any assistance is required from GUVNL.** | 1) Mrs. G. Bhavani<br>Chief Finance Managaer (RE)<br>Email ID: gbhavani.guvnl@gebmail.com<br>2) Mrs. Vaishali Dalal<br>Dy. Chief Accounts Officer (Solar)<br>Email ID: dycaosolar.guvnl@gebmail.com<br>3) Mr. Amit Chavda<br>Deputy Engineer<br>Email ID: decom.guvnl@gebmail.com |
| Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications/corrigendum etc. to the RfS document through the websites www.guvnl.com and https://www.bharat-electronictender.com. No separate notifications will be issued for such notices/amendments/clarifications/ corrigendum etc. in the print media or individually. | |

For conducting the e-bidding, GUVNL is using the portal https://www.bharat-electronictender.com, which is a portal approved by Government of India (e-bidding Portal) and is being used by Central Government agencies for procurement of renewable power. Bidders may register themselves online on this portal (if they are not already registered), as 'Supply organization/ Bidder', by paying 'Buyer-specific Annual Portal Registration Fee' to the portal service provider, and subsequently download the RfS and other Bid Documents from the E-bidding Portal.

Additionally, prior to the submission of the Proposal, Bidders are required to pay online non-refundable ETS bidding fee through the payment gateway facility on the E-bidding Portal.

Further, after opening of Financial Bids, the Bidders who are qualified for e-reverse auction will get intimation through email from the E-Bidding portal. Within the stipulated time duration after the receipt of such email, the qualified Bidders shall have to make payment of requisite fees for participation in Reverse e-auction and have to undertake necessary activities / procedures online at e-bidding portal for user authorization etc for participating in the Reverse e-auction by logging into e-bidding portal. The bidders are expected to make themselves familiar with the above procedures well in advance in consultation with the portal service provider.

# SECTION 1: INTRODUCTION

# Section 1: Introduction

## 1.1 Introduction

1.1.1 Gujarat Urja Vikas Nigam Ltd (hereinafter referred to as "GUVNL") is a company incorporated under the Companies Act 1956 and is the holding company of all the unbundled functional entities of the erstwhile Gujarat Electricity Board (GEB) and is performing the bulk purchase and bulk sale of power, assigned as per the re-organization scheme issued by Government of Gujarat in accordance with the Gujarat Electricity Industry (Reorgnization and Regulation) Act, 2003.

1.1.2 In order to fulfill the Renewable Power Purchase Obligation (RPO) and to meet the future requirements of DISCOMs, GUVNL intends to procure 500 MW solar power from the projects to be set up / under construction / already commissioined projects anywhere in India with Greenshoe option of additional capacity upto 500 MW without energy storage through Competitive Bidding Process (Phase-XXII) on "Build Own Operate" basis [to be conducted through electronically facilitated online web based portal followed by reverse auction].

## 1.2 Details of Power Procurement

1.2.1 The bidders selected by GUVNL based on this RfS, shall set up Solar Power Projects in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). PPA format has been enclosed and can be downloaded from **https://www.bharat-electronictender.com**

1.2.2 The Projects shall be located at the locations chosen by the Bidders anywhere in India at its own discretion of cost, risk and responsibility. In case of Inter-State Projects and Projects connected through CTU Network, all the transmission charges and losses upto delivery point shall be to the account of the Successful Bidder.

1.2.3 Successful Bidder can opt for connectivity at STU or CTU Sub-station in case the project is set up in the State of Gujarat. In case the project is set up outside Gujarat, the successful bidder shall opt connectivity with CTU / ISTS Grid. A detailed indicative list providing tentative RE integration capacity (MW) for STU connectivity districtwise / sub-station wise is available on GETCO's website and can be downloaded from **https://www.getcogujarat.com/getco_newsite/reif.php** Bidders shall have to choose the location(s) and sub-station(s) for their proposed Solar Power Project from the above list as amended / updated by GETCO from time to time, in case the connectivity with STU is opted for. Availability of feeder bays will be checked by GETCO after receipt of connectivity application from respective bidders. The successful bidders may declare the name(s) of proposed sub-station within 7 days from issuance of LoI by GUVNL to GETCO to decide priority to be given to such successful bidders for granting connectivity which shall be done on L1 priority basis and no changes shall be allowed by GETCO after such declaration

and selection of the sub-station within 7 days based on L1 priority. The connectivy application made after the above time period of 07 days will be processed on first come first serve basis by GETCO and change in location / sub-station may be allowed as per the provisions of PPA.

1.2.4 GUVNL may decide to enter into PPA with successful bidders for a period of 25 years from the scheduled commercial operation date of the project. The bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays, benefits from trading of carbon credits, etc. as available for such projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on GUVNL for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff

## 1.3 Eligible Projects

1.3.1 The Projects selected under this tender shall, deploy Solar PV Technology. However, the selection of projects would be technology agnostic within the technology adopted as per Annexure A of RfS or in accordance with MNRE's Approved List of Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 as amended from time to time, whichever is applicable. Crystalline silicon or thin film etc., with or without trackers can be installed. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects.

1.3.2 Projects under construction, projects which are not yet commissioned and projects already commissioned but do not have any long term PPA with any agency and selling power on short-term or merchant plant basis will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes and do not have any obligations towards existing buyers. It is clarified that the bidders who have already signed PPAs with GUVNL or any other entity as on the bid submission deadline are not allowed to suo-moto terminate such PPAs and participate in the RFS for the respective projects (s). The bidder shall provide the documentary evidence and undertaking (on stamp paper) regarding the same. The bidder shall also undertake that there are no disputes or litigation pending in regard to such project for which the Bidder is participating.

1.3.3 Solar Projects will also be allowed to be set up in the existing Wind Farm which is already connected to the grid subject to availability of spare capacity for RE integration at corresponding GETCO / CTU substation and subject to compliance of Section 3.5 & Section 1.2.2 of the RFS and also subject to GETCO / CTU's concurrence for utilizing the connectivity granted to Wind Farms.

# SECTION 2: DEFINITIONS

# Section 2: Definitions

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

## 2.1 Definitions

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

*"**Affiliate**"* in relation to a Company shall mean a person who controls, is controlled by, or is under the common control with such Company.

**"Appropriate Commission"** shall mean Central Electricity Regulatory Commission (CERC) or Gujarat Electricity Regulatory Commission (GERC) as applicable.

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

***"Bidding Consortium" or "Consortium"*** refers to a group of Companies that has collectively Submitted the response in accordance with the provisions of these guidelines.

**"Contracted CUF"** shall mean the % Capacity Utilization Factor of the project mentioned in Schedule 3 of the PPA and shall be allowed to be modified until 1 year after Commencement of Supply Date (CSD) of the project / part thereof and thereafter it shall remain unchanged for the balance term of the PPA.

***"Chartered Accountant"*** shall mean a person practicing in India or a firm where of all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;

***"CERC"*** shall mean Central Electricity Regulatory Commission

*"**Company"*** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

***"Commissioning"*** shall mean when all equipment as per rated capacity has been installed and energy has flown into the grid and witnessing of such generation of electricity by representative authorised by DISCOM/GETCO as certified by GEDA in case the project is located in Gujarat or as certified by Representatives / Agency authorized by GUVNL in case the project is located outside of Gujarat.

**"Commencement of Supply Date (CSD)"** shall be the date certified by GEDA upon successful commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be.

***"Contract Year"*** shall mean, with respect to the initial Contract Year, the period beginning on the Commencement of Supply Date (CSD) and ending at 12.00 midnight on 31st March of that Fiscal Year. Each successive Contract Year shall coincide with the succeeding Fiscal Year, i.e.,

a period of twelve months commencing on April 1st and ending on following March 31st, except that the final Contract Year shall end on the date of expiry of the Term or on Termination of this Agreement whichever is earlier.

"**Contracted Capacity**" shall mean _____ MW AC power contracted with GUVNL for supply by the Power Producer at the Delivery Point from the Solar Power Project. It is to clarify that in any 15 minute time block during the entire term of PPA, the injected power shall not exceed the Contracted AC Capacity.

**"*Control***" shall mean the ownership, directly or indirectly, not less than 51% (fifty one per cent) of the voting shares of such Company or right to appoint majority Directors

**"*Controlling shareholding***" shall mean not less than 51% of the voting rights or paid up share capital in the Company/Consortium.

**"CTU or Central Transmission Utility"** shall mean Central Transmission Utility of India Ltd (CTUIL) which is notified as the Central Transmission Utility under Section 38 of the Electricity Act 2003.

***"Day"*** shall mean calendar day.

"**Discom**(s)" means one or more of the following distribution companies:

a) Madhya Gujarat Vij Company Limited,
b) Dakshin Gujarat Vij Company Limited
c) Uttar Gujarat Vij Company Limited, and
d) Paschim Gujarat Vij Company Limited

***"Delivered Energy"*** shall mean energy actually fed and measured by the energy meters at the Delivery Point as certified by Gujarat SLDC in State Energy Account as per provisions of PPA in case of projects connected with STU grid. In case of projects connected with CTU grid, "Delivered Energy" shall mean the energy scheduled at the Delivery Point as certified by Gujarat SLDC in State Energy Account in accordance with provisions of PPA, based on energy certified by concerned RPC under Regional Energy Account.

In case of import of energy in a time block, the successful bidder shall be required to make payment to GUVNL at the tariff of relevant HT category as determined by GERC from time to time. In case of net export of energy in a time block, the Successful Bidder shall be eligible for the receiving agreed tariff from GUVNL for such delivered energy. Following points shall also form part of this definition.

In case of Projects connected through CTU Network and/or in case of Inter-State Projects, the commercial settlement of purchased energy as well as energy drawl from the grid shall be governed as per CERC (Deviation Settlement Mechanism) Regulations, 2014. In such cases, the Scheduled Energy as certified by SLDC-Gujarat in the State Energy Account based on the energy certified in REA by the concerned RPC shall be considered as Delivered Energy subject to adjustment on account of transmission losses of CTU, if any.

(i) In case, the project is installed in existing Wind Farm and connected to the STU grid through its Pooling Station as per Section 1.3.3, the delivered energy shall be arrived at by deducting the below mentioned normative transmission losses between Pooling Station and GETCO's receiving sub-station from the energy recorded at Pooling Station. The normative losses for lines of different voltages to be considered for the purpose of deriving delivered energy for the Projects connected to GETCO / STU shall be as under:-

66 KV Level: 0.90 %
132 KV Level: 0.75 %
220 KV Level: 0.60 %

(ii) In case, the project is connected through CTU Network (irrespective of whether Intra-State or Inter-State Project), then all transmission charges and losses upto delivery point shall be to the account of the Power Producer. No change in charges / losses of CTU shall be covered under Change in Law. In such cases, the commercial settlement of purchased energy as well as energy drawl from the grid shall be governed as per CERC (Deviation Settlement Mechanism) Regulations, 2022 or as amended time to time. The Scheduled Energy as certified by concerned RPC in Regional Energy Account as well as by SLDC-Gujarat in the State Energy Account in such case shall be considered as Delivered Energy subject to adjustment on account of transmission losses of CTU, if any.

***"Delivery Point / Inter-connection Point"*** in respect of projects connected with Intra State Transmission Network of Gujarat State shall be the point at voltage level of 66 KV or above of the sub-station of Gujarat STU at which the project is inter-connected through a dedicated transmission line to deliver the energy into grid system of GETCO and in respect of projects connected with Inter State Transmission Network shall be the point or points of inter-connection of Intra State Transmission Network of Gujarat with Inter State Transmission Network, at which Electricity is delivered into the Grid System of GETCO.

All expenses, including transmission / wheeling charges and losses upto Delivery Point including on account of any Change in Law event, shall be paid by the Power Producer without any reimbursement by GUVNL. All expenses including wheeling charges and losses after the Delivery Point shall be borne by GUVNL.

***"Electricity"*** shall mean the electrical energy in kilowatt-hours.

***"Electricity Laws"*** shall mean the Electricity Act, 2003 and the relevant rules, notifications, and amendments issued thereunder and all other Laws in effect from time to time and applicable to the development, financing, construction, ownership, operation or maintenance or regulation of electric generating companies and Utilities in India, the rules, regulations and amendments issued by CERC/ GERC from time to time.

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

***"Financing Documents"*** shall mean the agreements and documents (including asset leasing arrangements) entered/to be entered into between the bidder and the Financing Parties relating to the financing of the Project.

***"Financing Parties"*** means Parties financing the Project, pursuant to Financing Documents.

***"First Time Charging (FTC)"*** shall mean the approval from respective RLDC to Power Procuder for First Time Charging (FTC) of the solar PV power plant in case the Solar PV Plant connected with CTUIL grid after all the necessary compliance as per prescribed in "procedure of connectivity" of CERC regulation/CEA/WRLDC, i.e. Study Reports, Models, additional equipment for Dynamic Reactive Power Compensators, Benchmarking Reports, Certificates etc as required by the respective RLDC shall be solely complied by Power Procuder.

***"GERC"*** shall mean Gujarat Electricity Regulatory Commission.

**"*Group Company*"** of a Company means

(i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the company, or

(ii) a company in which the company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such company, or

(iii) company in which the company, directly or indirectly, has the power to direct or cause to be directed by the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise, or

(iv) a company which, directly or indirectly, has the power to direct or cause to be directed by the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise, or

(v) a company which is under common control with the company, and control means ownership by one company of at least 10% (ten percent) of the share capital of the other company or power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise.

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

**"*Lead Member of the Bidding Consortium" or "Lead Member":*** There shall be only one Lead Member, having shareholding more than 51% in the Bidding Consortium which cannot be changed till 1 year from the Commencement of Supply Date (CSD) of the Project.

***"Letter of Intent" or "LOI"*** shall mean the letter to be issued by Gujarat Urja Vikas Nigam Ltd (GUVNL) to the Selected Bidder for intent to award of the Project in terms of this RfS.

***"Member in a Bidding Consortium" or "Member"*** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.

**"Metering point"** shall mean the point at which energy shall be measured and supplied to GUVNL and shall be at the interconnecting bus bar of the GETCO and in respect of projects connected with Inter State Transmission Network shall be the point or points of inter-connection

of Intra State Transmission Network of Gujarat with Inter State Transmission Network, at which Electricity is delivered into the Grid System of GETCO.

***"Month"*** shall mean calendar month.

***"Net-Worth"*** means the Net-Worth as defined in Section 2 of the Companies Act 2013.

***"Paid-up share capital"*** shall include:

- Paid-up equity share capital
- Fully, compulsorily and mandatorily convertible Preference shares
- Fully, compulsorily and mandatorily convertible Debentures.

**"*Part Commissioning*"** shall mean a part of the Solar PV Capacity (AC MW) commissioned as per clause 3.11.1 under Section 3.

***"Parent"*** means a company, which holds not less than 51% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;

**"*Performance Bank Guarantee"*** shall mean the irrevocable unconditional bank guarantee to be submitted by the successful bidder as per Section 3.7.

***"PPA"*** shall mean the Power Purchase Agreement signed between the successful bidder and GUVNL according to the terms and conditions of the standard PPA enclosed with this RfS;

***"Project"*** shall mean a Solar Photovoltaic Grid Interactive Power Station without energy storage to be established / under construction / already commissioined by the successful bidder anywhere in India comprising of number of units at single/multiple location, and shall include land, buildings, plant, machinery, ancillary equipment, material, switch-gear, transformers, protection equipment and the like necessary to deliver the Electricity generated by the Project to GUVNL at the Delivery Point.

***"Project Site"*** means any and all parcels of real property, rights-of-way, easements and access roads, upon which the Project and its related infrastructure will be located.

***"Project Capacity"*** means the AC capacity of of the Solar Power Project at the generating terminal(s).

***"REA"*** means the Regional Energy Account issued by Western Regional Power Committee and amendment thereto.

***"Scheduled Commencement of Supply Date (SCSD)"*** shall mean the date from the 24 (Twenty Four) months from the date of execution of the PPA.

***"SEA"*** means the State Energy Account issued by State Load Dispatch Centre, Gujarat and amendment thereto.

***"Selected Bidder or Successful Bidder"*** shall mean the Bidder selected for the issue of the Letter of Intent and signing of the PPA pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA.

***"SLDC"*** means the State Load Dispatch Center as notified by the State Government under sub-section (1) of section 31 of Electricity Act 2003.

***"STU or "State Transmission Utility" or "GETCO"*** shall mean the Gujarat Energy Transmission Corporation Limited (GETCO) or its successor in terms of sub-section (1) of Section 39 of the Electricity Act 2003.

***"TOE"*** shall mean Tender Opening Event.

***"Ultimate Parent"*** shall mean a company, which owns not less than fifty-one percent (51%) equity either directly or indirectly in the Parent and Affiliates. (It is to clarify here that the ultimate parent / parent / affiliate of the company can be a foreign company)

***"Voltage of Delivery"*** means the voltage at which the Electricity generated by the Project is required to be delivered to the GUVNL which shall be 66 kV or above.

***"Week"*** shall mean calendar week.

**"WRPC"** shall mean the Western Regional Power Committee constituted under Section 2 (55) of the Electricity Act 2003.

# SECTION 3: BID INFORMATION AND INSTRUCTIONS TO BIDDERS

# Section 3: Bid Information and Instructions to Bidders

## 3.1 Obtaining RfS Document, Cost of Documents & Processing Fees

3.1.1 The RfS document can be downloaded from the website https://www.bharat-electronictender.com. A copy of the same is also available at www.guvnl.com. Prospective bidders have to download the official copy of RfS & other documents after logging into the portal website by using the Login ID & Password provided by the portal service provider during registration (Refer Annexure – D).

3.1.2 The Prospective bidders shall be eligible to submit / upload their response to bid document only after logging into the https://www.bharat-electronictender.com and downloading the official copy of RfS.

3.1.3 Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable processing fee as mentioned in the Bid Information Sheet. The bids submitted without cost of the RfS document and/or Processing Fee and/or EMD, shall not be considered for the bidding and such bids shall not be opened by GUVNL.

## 3.2 Capacity Offered & Project Scope

### 3.2.1 Capacity Allocation

The selection of Grid-connected Solar PV Projects for total capacity of 500 MW (Phase XXII) with Greenshoe option of additional upto 500 MW will be carried out through e-bidding followed by e-Reverse Auction process.

### 3.2.2 Minimum Capacity of Project:

The minimum quantum of power offered by the bidder should be 50 MW.

### 3.2.3 Project Scope

The successful bidder shall set up Solar PV Power Project(s) including the electrical network up to the Delivery Point in line with Section 3.5, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project (including connectivity and land registration) and those required from State / Central Government and local bodies shall be in the scope of the successful bidder. However, the selection of Projects would be technology agnostic within PV technology and crystalline silicon or thin film, etc. with or without Trackers can be installed. In order to ensure only quality systems are installed, the Bidders shall strictly comply with the technical parameters detailed in the Annexure –A or as specified by MNRE from time to time whichever is applicable

### 3.3 Eligibility for Project Capacity Allocation

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

3.3.1 A bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single application, subject to minimum bidding for 50 MW .

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

3.3.3 The evaluation of bids shall be carried out as described in Section 4. The methodology of allocation of projects is elaborated in Section 4.

3.3.4 In case the bidder wishes to set up projects at more than one location, then they would need to be physically identifiable with separate delivery points / inter-connection points and metering arrangement. Further, successful bidder can sign different PPAs for different projects to be set up / under construction / already commissioined projects at different locations under the bidding company or its SPV(s).

3.3.5 Capacity Allocation under the Greenshoe Option - The modality for allocation of additional upto 500 MW capacity under Greenshoe Option shall be as under:-

a) Upto 500 MW additional capacity through Greenshoe option be offered to the successful bidder(s), who are willing to execute PPA(s) with GUVNL at the lowest tariff (L1 rate) discovered under competitive bidding process (followed by e-reverse auction) to the extent of their respective quoted capacity or higher quantum (in case any of the Successful Bidder does not accept the additional quantum offered under the Greenshoe Option) to the extent of greenshoe capacity.

b) Succesful Bidder(s) intending to execute PPA for the Greenshoe Capacity shall have to meet the eligibility creteria for the capacity intended to be entered into PPA under Greenshoe Option. Successful Bidder(s) shall have to comply with the same by making submissions required in accordance with Clause 3.4 of the RfS within a period of 10 days from the conclusion of the reverse auction.

c) In addition to the foregoing, the Successful Bidders willing to execute PPA with GUVNL at the L1 rate shall have to give confirmation within the period of 10 days from the conclusion of reverse e-auction.

d) Greenshoe capacity shall be allocated in proportion of capacity allotted to the successful bidders in the reverse auction and willing to offer additional capacity under Greenshoe Option.

e) The terms & conditions as well as obligations & rights of Successful Bidder(s) as well as GUVNL shall be identical for additional capacity allocated under the Greenshoe Option as for the base capacity of 500 MW under this RfS.

## 3.4 Qualification Requirements

3.4.1 Bidder as defined in Section 2 is eligible to participate under this RfS. The successful bidder, if being a single company, can also execute the Project through a Special Purpose Vehicle (SPV) with not less than 51% shareholding in the SPV registered under the Indian Companies Act, 2013, before signing of PPA. Further, the successful bidder shall ensure that its shareholding in the SPV (special purpose vehicle) / project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the SCSD, except with the prior approval of GUVNL. In case of Successful Bidder itself executing PPA, it shall ensure that its promoters shall not cede Control till 1 (one) year from SCSD except with prior approval of GUVNL. However, in case the project is being set up by a listed Company, this condition will not be applicable in respect of shareholding other than the Promoter's shareholding.

3.4.2 Any consortium, if selected as Successful Bidder for the purpose of supply of power to GUVNL, shall incorporate a Project company / Special Purpose Vehicle (SPV) with equity participation by the Members in line with Consortium Agreement (to be submitted along with the response to RfS) before signing of PPA with GUVNL, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to RfS. The combined shareholding of the consortium members in the SPV / Project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year from the SCSD, except with the prior approval of GUVNL. Transfer of controlling shareholding within the same group of companies will however be allowed after SCSD with the permission of GUVNL, subject to the condition that, the management control remains within the same group of companies. The shareholding pattern of members within the consortium shall not change till the signing of PPA.

3.4.3 Any Foreign Bidder, if selected as successful bidder for the purpose of supply of power to GUVNL, shall incorporate a subsidiary Special Purpose Vehicle (SPV) / Project Company with at least 51% Shareholding, to be registered under Indian Companies Act 2013 before signing of PPA with GUVNL. Further, in case a Foreign Bidder is selected as the successful bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

3.4.4 The bidder should meet the following eligibility criteria as mentioned below.

i) The Net-Worth (as per Companies Act 2013) of the Bidder or its Affiliate or Parent / Ultimate Parent as on date of financial year ending 31.12.2022 or 31.03.2023 as the case may be, shall not be less than **INR 0.928 Crores (Rs.92,80,000/-) per MW of the capacity quoted**. In case the Bidder is a newly formed company, supported by documentary evidence of its recent formation at ROC or in case the net worth of the Bidder is not meeting the required criteria on the dates mentioned above, the bidders can submit the Net-worth credentials based on latest available date and GUVNL shall accept the same subject to submission of documents mentioned at Section 3.15.

ii) The net worth to be considered for the above purpose will be the cumulative net-worth of the bidding company or consortium together with the net worth of those Affiliates of the bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS.

iii) For avoidance of doubt, “net worth” as per section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

iv) For meeting the above financial eligibility criteria, if data is provided by the Bidder in USD, equivalent rupees of Net Worth and other financial parameters will be calculated by Bidder using Reserve Bank of India’s reference rates prevailing on the date of closing of accounts for the respective financial year.

v) Pursuant to evaluation of Net Worth Criteria as part of technical bid, if it is found by GUVNL that the Bidder is eligible for lesser quantum than the quantum for which bid has been submitted, then the Bidder shall be qualified for such lesser quantum, provided that such quantum is not less than minimum bid capacity i.e. 50 MW.

3.4.5 In accordance with the O.M. issued by the Department of Expenditure, Ministry of Finance, Govt. of India, vide No. 6/18/2019- PPD Dated 23.07.2020 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).
2. “Bidder” in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
3. “Bidder from a country which shares a land border with India” for the purpose of this clause, means:

   a. An entity incorporated, established or registered in such a country; or

   b. A subsidiary of an entity incorporated, established or registered in such a country; or

c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or

f. A natural person who is a citizen of such a country; or

g. A consortium where any member of the consortium falls under any of the above.

4. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 6.6 of the RfS. Accordingly, all the provisions of the above referred O.M. dated 23.07.2020 shall also be applicable for this tender.

## 3.5 Connectivity with the Grid And General Network Access (GNA)

3.5.1 The project shall be designed for delivery of energy at GETCO periphery. Grid interconnection of the project with STU (GETCO) Sub-station can be made either directly through a dedicated line or through pooling substation of an existing Wind Farm where wind projects are also connected.

3.5.2 The responsibility of getting the grid connectivity with GETCO / CTU shall entirely be of the Successful Bidder. In case of connectivity with GETCO, the interconnection voltages shall be governed as per GERC Regulations.

3.5.3 The Successful Bidder shall be required to follow the detailed Connectivity Procedure as issued by CERC on 20.02.2021 or issued by GERC on 07.01.2023- for connectivity with inter state and intra state transmission system respectively as applicable and amended from time to time. The arrangement of connectivity can be made by the successful bidder either through a dedicated transmission line which the Successful Bidder may construct himself or get constructed by GETCO or any other agency on deposit work basis or through a pooling sub-station of an existing Wind Farm subject to GETCO/CTU's Concurrence. The entire cost of transmission including cost of construction of line, maintenance, losses etc. from the project up to the delivery / interconnection point will be borne by the Successful Bidder.

3.5.4 As intimated above, the responsibility of getting the transmission connectivity shall entirely be the Successful Bidder and shall be at the cost of the Successful Bidder. The transmission of power up to the delivery point and energy accounting infrastructure shall be the responsibility of the successful bidder at his own cost. The maintenance of Transmission system up to the delivery point shall be responsibility of the Successful Bidder.

3.5.5 All expenses including transmission & wheeling charges and losses between the Project and the Delivery Point shall be paid by the Successful Bidder without any reimbursement by GUVNL.

3.5.6 All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Delivery Point shall be borne by GUVNL.

3.5.7 The Successful Bidder shall not be entitled to deemed generation in case of any delay in grant of connectivity.

3.5.8 The Successful Bidder shall comply with the GERC / CERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and is responsible for all liabilities related to Connectivity.

In case of Projects connected through CTU Network and/or in case of Inter-State Projects, the commercial settlement of purchased energy as well as energy drawl from the grid shall be governed as per CERC (Deviation Settlement Mechanism) Regulations, 2014. In such cases, the Scheduled Energy as certified by SLDC-Gujarat in the State Energy Account based on the energy certified in REA by the concerned RPC shall be considered as Delivered Energy subject to adjustment on account of transmission losses of CTU, if any.

3.5.9 The Project should be designed for inter connection with the inter state or intra state in accordance with the prevailing CERC or GERC regulations in this regard. For inter connection with the grid and metering, the Successful Bidder shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage for interconnection shall be as per the applicable regulations and standards.

3.5.10 The Successful Bidder shall be required to follow the Detailed Procedure as issued by CERC/CTU under General Network Access under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022, as well as other Regulations issued by CERC/CEA as amended from time to time. Successful Bidder shall indemnify to GUVNL, the transmission charges upto the Delivery Point. Transmission Charges after the Delivery Point shall be borne by GUVNL.

3.5.11 Reactive power charges and charges against auxiliary power drawn from grid shall be payable by Successful Bidder as per GERC/CERC/SERC regulations.

3.5.12 RE generators shall comply with the “Central Electricity Authority (Technical Standard for Connectivity to the Grid) amended regulations, 2019 as amended from time to time, Minuets of the Meetings with respect to first time charging and connectivity with grid issued by CEA/CERC/MNRE, procedures stipulated by CERC etc. The RE generating station shall be capable of supplying dynamically varying

reactive power support so as to maintain power factor within the limits of 0.95 lagging to 0.95 leading.

The dynamically varying reactive support is necessary during transient conditions such as Low Voltage Ride Through (LVRT) or High Voltage Ride Through (HVRT). The fixed capacitor banks can provide reactive support only during steady state and also the support is delivered in steps after time delay. Hence, dynamically varying reactive support could be met either by installation of additional or higher capacity Inverters/WTGs or by providing power apparatus like STATCOM, SVC, Synchronous condenser, etc.

### 3.6 Clearances Required from the State Government and other Local Bodies

3.6.1 The Bidders are required to obtain necessary clearances from the State / Central Govt. and Local bodies and permits as required for setting up the Solar Power Projects.

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

3.7.1 The Bidder shall provide the following Bank Guarantees to GUVNL:

- Earnest Money Deposit (EMD) of Rs.9,28,000 / MW in the form of Bank Guarantee along with RfS.
- Performance Bank Guarantee (PBG) of Rs.23,20,000 / MW after issuance of LOI and before signing of PPA.

3.7.2 The Bank Guarantees against EMD shall be returned to the Successful Bidders after PBGs submitted by them are verified by GUVNL and PPAs are signed.

3.7.3 The Successful Bidders are required to sign PPA with GUVNL in line with the timeline given as per this RfS. In case, the selected bidder refuses to execute the PPA within the stipulated time period, the Bank Guarantee submitted as EMD shall be encashed by GUVNL as penalty. In case the Project is not selected, GUVNL shall release the EMD within 15 days of closure of e-reverse auction.

3.7.4 The PBGs shall be valid upto a period of 6 months from Scheduled Commencement of Supply Date (SCSD) of the Project with claim period upto 7 months from SCSD. The PBGs will be returned to the Successful Bidders within 45 days after Commencement of Supply Date (CSD) of their Project, after taking into account any penalties due to delays in commissioning as per provisions stipulated in Section 3.11.

(i) Earnest Money Deposit (EMD) of Rs. 9,28,000 / MW in the form of Bank Guarantee according to Format 6.3 A and valid for 06 months from the last date of bid submission and with claim period upto 07 months after the date of bid submission, shall be submitted by the Bidder along with their bid failing

which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.

(ii) The Bidder shall furnish the Bank Guarantee towards EMD from any of the Banks listed at Annexure-C in favor of GUVNL.

(iii) Performance Bank Guarantee (PBG): Successful Bidders selected by GUVNL based on this RfS shall submit Performance Bank Guarantee for a value of 9,28,000/- per MW at the time of signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 6.3 B, issued in favor of GUVNL, for a value of 23,20,000/- per MW with a validity period upto 6 months from SCSD and with claim period upto 7 months from SCSD. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by GUVNL to the successful Bidder.

(iv) The Bidder shall furnish the Performance Bank Guarantee (PBG) from any of the Banks listed at Annexure - C in favour of GUVNL.

(v) The format of the Bank Guarantees prescribed in the Formats 6.3 A (EMD) and 6.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed by GUVNL.

(vi) The Successful Bidders are required to sign PPA with GUVNL within 30 days from the date of issuance of Letter of Intent or within 10 days from the adoption of tariff by GERC, whichever is later. Subsequent extension in this timeline shall be finalized and agreed by GUVNL. In case, GUVNL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee submitted towards EMD shall be encashed by GUVNL and the selected Project shall stand cancelled.

(vii) The Bank Guarantees have to be executed on non-judicial stamp paper of Rs.300/-.

(viii) All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the bidder.

(ix) In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist in Annexure-B has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.

(x) GUVNL shall release the Bank Guarantees towards EMD of the Unsuccessful Bidders within 15 days of closure of e-reverse auction.

### 3.8 Forfeiture of EMD

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

(i) If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of the bid;

(ii) In case, GUVNL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents or does not execute the PPA within the stipulated time period.

(iii) If after date of issue of LOI, it is found that the documents furnished by the bidder during RfS are misleading or misrepresented in any way and that relevant facts have been suppressed;

(iv) If the bidder fails to furnish required Performance Bank Guarantee in accordance with Section 3.7.

### 3.9 Power Purchase Agreement

3.9.1 A copy of Standard Power Purchase Agreement, to be executed between GUVNL and the Successful Bidder or its Special Purpose Vehicle (SPV), as defined under section 3.4 of this RfS, is provided by GUVNL along with this RfS. The PPA shall be signed within 30 days from the date of issue of Letter of Intent (LOI) or within 10 days from the adoption of tariff by GERC, whichever is later.

The Successful Bidders are required to sign PPA with GUVNL within 30 days from the date of issuance of Letter of Intent or within 10 days from the adoption of tariff by GERC, whichever is later. Subsequent extension in this timeline shall be finalized and agreed by GUVNL. PPA will be executed between GUVNL and Selected Bidders which shall be valid for a period of 25 years from the date of SCSD as per the provisions of PPA.

3.9.2 Before signing of PPA between GUVNL and the Selected Bidders, GUVNL will verify the documents furnished by the Bidders at the time of submission of response to RfS and in respect to LOI including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Bidders will also be required to furnish the documentary evidence for meeting the RfS Qualification Requirements as per Section 3.4.

3.9.3 **Power Generation by Successful Bidder**

(i) **Criteria for Generation:** The Successful Bidder will declare the annual CUF of his Project at the time of submission of response to RfS, which shall be allowed to be modified until 1 year after Commencement of Supply Date (CSD) of the project. Thereafter, the CUF for the Project shall remain unchanged for the

entire term of the PPA. The declared annual CUF shall in no case be less than 17%. Successful Bidder shall maintain generation so as to achieve annual CUF within + 10% and -15% of the contracted CUF till the end of 10 years from CSD, and within +10% and -20% of the contracted annual CUF thereafter till the end of the PPA duration of 25 years, subject to the annual CUF remaining minimum of 15%. The annual CUF will be calculated every financial year from 1st April to 31st March except for first and last contract year.

The CUF shall be calculated on the Contracted Capacity as per under:

a. For the first contract year starting from the CSD and ending on 31st March of respective year, the CUF shall be calculated as under:

   If 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, CUF= (X MWh/(Y MW*Z)) * 100%, where "Z" = No. of days from CSD to 31st March of respective year * 24.

b. In any Contract Year except for first and last contract year, the CUF shall be calculated as under:

   If 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, CUF= (X MWh/(Y MW*8766)) *100%.

c. For the last contract year, the CUF shall be calculated as under:

   If 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, CUF= (X MWh/(Y MW*Z)) *100%, where "Z" = No. of days from 1st April of respective year up to end date of PPA * 24.

(ii) **Shortfall in Generation:** In case the project generates and supplies energy less than the energy corresponding to the minimum contracted CUF, as defined in Clause 3.9.3 (i), the Solar Power Generator will be liable to compensate GUVNL for the shortfall in availability of energy below such contracted CUF level at 150% of the PPA Tariff.

However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with GUVNL, affecting supply of solar power by the Successful Bidder.

(iii) **Excess Generation:** In case the energy available is more than the quantum corresponding to maximum contracted CUF specified, the Successful Bidder will be free to sell it to any other entity provided first right of refusal will vest with the GUVNL. In case the GUVNL purchases the excess generation, the same may be done at the PPA tariff.

(iv) **Generation compensation in off-take constraints due to unavailability of transmission infrastructure:**

Where the GUVNL does not schedule power on account of unavailability of the Transmission Infrastructure or any other eventuality, the penalty will be in accordance with the Electricity (Promotion of Generation of Electricity from Must-Run Power Plant) Rules, 2021, as amended from time to time.

However, it is clarified that if the plant is ready before SCSD, but the off-take is constrained because of inadequate / incomplete power evacuation infrastructure of CTU beyond Delivery Point, no compensation shall be permissible

(v) **Generation compensation in off-take constraints due to Grid unavailability**:

During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability the power is not evacuated, for reasons not attributable to the Generator. In such cases the generation compensation shall be addressed by the GUVNL in following manner:

| **Duration of Grid unavailability** | **Provision for Generation Compensation** |
|---|---|
| Grid unavailability beyond 175 hours in a year, as defined in the PPA | **Generation Compensation =**<br>**((Tariff X Solar power (MW) offered but not scheduled by Procurer)) X 1000 X No. of hours of grid unavailability.**<br>However, in case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realised, after deducting expenses, shall be adjusted |

| | |
|---|---|
| | against the Generation compensation payable, on monthly basis. |

(vi) **Payment in case of reduced offtake:**

The Successful Bidder and the GUVNL shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In case the plant is available to supply power but the off take of power is not done by the GUVNL, including non-dispatch of power due to non-compliance with "Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 notified by the Ministry of Power vide Gazette notification dated 3rd June 2022" and any clarifications or amendment thereto, considering the principle of 'must run' status for RE Power, the GUVNL shall pay to the Successful Bidders, corresponding to the reduced off take, in terms of following manner:

| **Reduced Off-take** | **Provision for Generation Compensation** |
|---|---|
| Reduced off-take beyond 175 hours in a year, as defined in the PPA | **Generation Compensation =**<br><br>**(Tariff x Solar PV power (MW) offered but not scheduled by Procurer) X 1000 X No. of hours of Reduced Offtake**<br><br>However, in case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realised, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis. |

(vii) For claiming compensation, the generator must sell their power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum up to the contracted capacity and the quantum of power scheduled by the GUVNL.

(viii) The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of State Energy Accounts (SEA).

3.9.4 The Successful Bidders shall be free to operate their projects after expiry of the 25 years from the SCSD of the Project. However, any extension of the PPA period beyond 25 years from the SCSD of the project shall be through mutual agreements between the Successful Bidder and GUVNL.

3.9.5 The Successful Bidder may upgrade and re-power their Plant(s) during the PPA period at its own risk and cost. However, GUVNL will be obliged to buy power only within the range of CUF specified in the PPA.

## 3.10 Arrangements related to Commencement of Supply

3.10.1 The Successful Bidder shall submit quarterly project report in the month of February, May, August and November showing specific status of the following milestones for performance monitoring of the Solar PV Project:

b. Application of registration of project with GEDA.
c. Award of EPC contract
d. Solar PV Module Supply Agreement
e. Civil work status
f. Erection work status
g. Commissioning

In addition to above, Successful Bidder shall achieve ‘Financial Closure’ as under:

3.10.2 **Financial closure:**

"Financial Closure" shall mean arrangement of necessary funds by the Successful Bidder either by way of commitment of funds by the Company from its internal resources and / or tie up of funds through a bank / financial institution by way of sanction of a loan or letter agreeing to finance. At this stage, Successful Bidder shall ensure submission of documents / certificates evidencing the tie up of project cost through internal resources and /or through external Financing Agency and Implementation and Support Agreement executed with SPPD.

The Successful Bidder shall obtain Financial Closure within twelve (12) months from date of execution of PPA.

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

An extension for the attainment of the Financial Closure can however be considered by GUVNL, on the sole request of the selected bidder, on advance payment of extension charges of Rs.1000/- per day per MW. In case of any delay in depositing this extension charge, the selected bidder has to pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI MCLR (1 Year).

This extension will not have any impact on the SCSD. Any extension charges paid so, shall be returned to the selected bidder without any interest on achievement of successful commissioning within the SCSD on pro-rata basis, based on the Project Capacity commissioned on SCSD. However, in case of any delay in commissioning of the project beyond the SCSD, the amount as deposited above by the Successful Bidder shall not be refunded by GUVNL.

3.10.3 **Land Acquisition:**

"Land Acquisition" shall mean acquisition of required land to establish Solar PV Project by the Power Producer either by way of purchase of land or through lease/rent of the land. At this stage, Power Producer shall ensure submission of notarized copy of sale deed or / and lease / rent agreement evidencing the acquisition of land.

The Power Producer shall acquire land for the project within eighteen (18) months from date of execution of PPA.

The Power Producer will have to submit the required documents to GUVNL at least 14 days prior to the scheduled Land Acquisition date. In case of delay in submission of documents mentioned above, GUVNL shall not be liable for delay in verification of documents.

An extension for the acquisition of land can however be considered by GUVNL, on the sole request of the Power Producer, on advance payment of extension charges of Rs.1000/- per day per MW. In case of any delay in depositing this extension charge, the Power Producer has to pay an interest on this extension charge for the days lapsed beyond due date of Land Acquisition @ SBI MCLR (1Year).

This extension will not have any impact on the SCSD. Any extension charges paid so, shall be returned to the Power Producer without any interest on achievement of successful commissioning within the SCSD on pro-rata basis, based on the Project Capacity commissioned on SCSD. However, in case of any delay in commissioning of the project beyond the Scheduled Commencement of Supply Date, the amount as deposited above by the Power Producer shall not be refunded by GUVNL.

## 3.11 Commissioning and penalty for delay in commissioning

The Commissioning of the Projects shall be carried out by the Successful Bidder selected based on this RfS, in line with the Procedure elaborated in PPA document**.** The Successful Bidder shall be required to obtain Developer and / or Transfer Permission, Key Plan drawing etc. from GEDA / similar permission issued by concerned State Nodal Agency prior to mounting of the solar panels (if required) and submit the same to GUVNL prior to actual commissioning of the Project. Commissioning certificates shall be issued by the State Nodal Agency i.e. GEDA / similar permission issued by concerned State Nodal Agency after successful commissioning of Project in accordance with the applicable rules / regulations.

Further, the successful bidder shall submit details of Technology adopted as per Annexure A and in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 as amended from time to time prior to actual commissioning of the Project.

In addition to above, the Successful Bidder shall submit the Connectivity agreement with STU and/or CTU, if applicable and requisite consent for Power Evacuation from STU and/or CTU, if applicable, confirming technical feasibility of connectivity of the Solar Power Project upto the Delivery Point.

3.11.1 **Part Commissioning:** Part Commencement of Supply of Power of the Project shall be accepted by GUVNL subject to the condition that the Minimum Capacity for acceptance of first and subsequent part(s) shall be 50 MW (with the last part being the balance Contracted Capacity), without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power. However, the SCSD will not get altered due to part-commencement of supply of power. Irrespective of dates of part or full commencement of supply of power, the PPA will remain in force for the period of 25 years from the SCSD.

3.11.2 **Early Commissioning:** The Successful Bidder shall be permitted for commencement of supply of power corresponding to full as well as part contracted capacity, even prior to the SCSD. The Successful Bidder will be allowed to commence supply of power from the Project, with first right of refusal for such power being vested with GUVNL. If the GUVNL decides to off-take power in this case, such power shall be purchased at the PPA tariff for the applicable contract year.

3.11.3 **Penalty for Delay in Commissioning:** The Project shall be commissioned by the Scheduled Commencement of Supply Date (SCSD). Delay in commencement of supply of power, beyond the SCSD shall involve penalties on the Successful Bidder, as detailed below:

a) For delay in commencement of supply of power up to 6 (six) months from SCSD, encashment of Performance Bank Guarantee (PBG) on per-day basis and proportionate to the contracted capacity that has not commenced supply of power.

b) For delay in commencement of supply of power beyond 6 (six) months from SCSD, the following shall be applicable:-.

(i) The contracted capacity shall stand reduced to the project capacity that has commenced supply of power within the period of SCSD plus 6 (six) months. The PPA for the balance contracted capacity that has not commenced supply of power shall stand terminated.

(ii) The Successful Bidder shall be debarred from participating in bids issued by GUVNL for the following period:

a. For one year in case of first default.

b. For not less than 2 years and not more than 3 years for second and any subsequent defaults.

### 3.12 Commencement of Supply Date (CSD) :

Commencement of Supply Date (CSD) shall be the date certified by GEDA in case the project is located in Gujarat or as certified by Representatives / Agency authorized by GUVNL in case the project is located outside of Gujarat upon successful commissioning of full capacity of the Project or the last part capacity of the Project as the case may be. Successful Bidders shall have to provide a written notice to GUVNL / SLDC / RLDC / GEDA / GETCO at least 10 days in advance for the same.

### 3.13 Minimum Paid up Share Capital to be Held by Project Promoter

i) The Company developing the project shall provide complete information in their bid in reference to RfS about the Promoters & Shareholders and their shareholding in the company indicating the controlling shareholding before signing of PPA with GUVNL.

ii) No change in the controlling shareholding of the Bidding Company or Bidding Consortium developing the Project shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the project is being set up by a listed Company, this condition will not be applicable in respect of shareholding other than the Promoter's shareholding.

iii) After execution of PPA, the shareholding of single bidder / consortium members in the SPV / Project Company developing the project shall not fall below 51% (Controlling Shareholding) at any time prior to one (1) year from SCSD except with prior approval

of GUVNL. In case Successful Bidder shall be itself executing the PPA, then it shall ensure that its promoters shall not cede Control till (1) one year from SCSD except with prior approval of GUVNL. After expiry of 1 year from SCSD, any change can be undertaken under intimation to GUVNL. Transfer of the controlling shareholding within the same group of companies will however be allowed after SCSD, with the permission of GUVNL, subject to the condition that, the management control remains within the same group of companies. In the event the Succesful Bidder is in default to the lender(s), lenders shall be entitled to undertake "Substitution of Promoter" in concurrence with GUVNL.

iv) 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. 10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) plus applicable GST shall be deposited by the Successful Bidder to GUVNL. However, the new entity should be of the same financial strength as the Successful Bidder.

### 3.14 Structuring of the Bid Selection Process

Single stage, double envelope bidding followed by e-reverse auction has been envisaged under this RfS. Bidders have to submit both Technical bid and Financial bid (Fixed Tariff) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Section 3.18**.**

### 3.15 Instructions to Bidders for Structuring of Bid Proposals in Response to RfS

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

Detailed Instructions to be followed by the bidders for online submission of response to RfS as stated at Annexure – D and Annexure -E.

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

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

   In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Section. Provided that, such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.
3. **Earnest Money Deposit** (EMD) in the form as per **Format 6.3 A**.

4. **Performance Guarantee** (to be submitted before signing of PPA as specified in (Section 3.7) in the form as per **Format 6.3 B**.
5. **Board Resolutions**, as per prescribed formats enclosed as **Format 6.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
    a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects, to sign the PPA with the GUVNL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement
    b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
    c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
    d. Board Resolution from the affiliate of the bidding company, if net worth of such affiliate is used by the bidder, undertaking that such affiliate shall contribute the required equity funding and performance bank guarantees in case the bidder fails to do so in accordance with clause 3.4.4 (ii) of RFS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, can be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.
6. In case of a Consortium, the **Consortium Agreement** between the Members in the Consortium as per **Format 6.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
7. Bidder shall ensure that the technology to be adopted shall be commercially established technology as per Annexure A and in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 as amended from time to time. Final details of the same shall be submitted prior to commissioning of the project**.**
8. **Format 6.6: Format for Disclosure**

9. Tie-up of Financing Arrangements for the projects within 12 months from date of execution of PPA. Bidder shall give an **undertaking for Commitment to Financial Closure** as per **Format 6.8.**

10. Attachments

    i) Memorandum of Association (MoA), Articles of Association (AoA) needs to be attached along with the bid. The bidder should also highlight the relevant provision in the Object Clause of the MoA relating to generation and sale of Power / Energy / Renewable Energy / Solar Power Plant development.

    In case, there is no mention of above provision in the MoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.

    If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), MoA, AoA of the SPV highlighting the relevant provision of Object Clause relating to generation and sale of Power / Energy / Renewable Energy / Solar Power plant development has to be submitted prior to signing of PPA.

    ii) Certificate of Incorporation of Bidding Company / all member companies of Bidding Consortium.

    iii) A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant / Company Secretary of India as on a date within 30 days prior to the last date of bid submission.

    iv) Documents containing information about the Promoters & Shareholders and their shareholding in the Company (as on a date within 30 days prior to the last date of bid submission) to GUVNL indicating the controlling shareholding at the stage of submission of response to RfS to GUVNL as per Section 3.13. GUVNL reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.

    v) Certified copies of annual audited accounts for the last financial year shall be required to be submitted; OR in case the Bidder is a newly formed company, supported by documentary evidence of its recent formation at RoC, then the certificate issued by a Chartered Accountant with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statement as on latest available date supported with bank statement (if available) shall be required to be submitted.

    In case Final Audited Annual Accounts for the last financial year are not available, then GUVNL shall accept the Provisional Accounts which are duly certified by a practicing Chartered Accountant of India and at least two directors or one director and the company secretary. Provided that an undertaking signed by at least two

directors or one director and the company secretary is submitted by the bidder confirming that Final Audited Annual Accounts for the last financial year are not available as on date of bid submission.

Foreign Bidders shall be required to submit their audited annual accounts of previous two years as per relevant laws / acts of their country of origin and the same shall be duly certified by a practicing Chartered Accountant of India.

vi) Certificate from Chartered Accountants, certifying the cumulative Net worth of the bidding company or consortium together with the net worth of those Affiliates whose credentials are used. Such certificate shall clearly stipulate the net worth per MW of quoted capacity as per Section 2 of the Companies Act 2013 as on date of financial year ending i.e.31.03.2023 or 31.12.2022 as the case may be, or in case the Bidder is a newly formed company, supported by documentary evidence of its recent formation at ROC or in case the net worth of the Bidder is not meeting the criteria as per Clause 3.4.4 (i), then the certificate issued by a Chartered Accountant computing net worth based on certified copy of Balance Sheet, Profit & Loss account, Schedules and cash flow statement as on latest available date supported with bank statement shall be required to be submitted.

vii) In case a bidder submits the Net-worth credientials of its Parent / Affiliate, an undertaking from such Parent / Affiliate shall be submitted, stating that in case the bidder(s) fails to contribute required equity funding and performance bank guarantee, the same shall be done by such Parent / Affiliate in line with Clause 3.4.4(ii) of the RFS and as per Format 6.4.

viii) To ensure that the Bidder or any of its Affiliates is not a wilful defaulter, Bidder to submit the Chartered Accountant certified Disclosure in the prescribed format as per **Annexure - F.**

### 3.16 Important Notes and Instructions to Bidders

i) Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.

ii) The Bidders shall be shortlisted based on the declarations made by them in relevant provisions of RfS. The documents submitted online will be verified before signing of PPA.

iii) If the Bidder / Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, GUVNL reserves the right to reject such response to RfS and/or cancel the Letter of Intent, if issued, and the Bank

Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.

iv) If the event specified at point (iii) above is discovered after the execution of PPA, consequences specified in PPA shall apply.

v) Response submitted by the Bidder shall become the property of the GUVNL and GUVNL shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Section 3.7.

vi) All documents of the response to RfS (including RfS, PPA, Corrigenda (if any) Addenda (if any) and all other documents uploaded on https://www.bharat-electronictender.com as part of this RfS) submitted online must be digitally signed by the person authorized by the Board as per Format 6.4.

vii) The response to RfS shall be submitted as mentioned in Section 3.18. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, GUVNL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

viii) All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted. .

ix) Bidders shall mention the name of the contact person, contact number, email address and complete address of the Bidder in the covering letter.

x) Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by GUVNL.

xi) Response to RfS not submitted in the specified formats will be liable for rejection by GUVNL.

xii) Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

xiii) Non submission and/or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of GUVNL of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.

xiv) Notwithstanding the ownership structure of the Successful Bidder, GERC / the courts of Gujarat shall have exclusive jurisdiction to hear, settle or determine any dispute or clam arising out of or in connection with the PPA of this RfS.

### 3.17 Non-responsive Bid:

The electronic response to RfS submitted by the bidder along with the documents submitted offline to GUVNL shall be scrutinized to establish "Responsiveness of the bid". Each bidder's response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

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

a. Non submission of Cost of RfS and/or Processing fee as mentioned in the Bid Information Sheet.
b. Non-submission of EMD in acceptable form along with RfS document.
c. Response to RfS (offline as well as online) not received by the due date and time of bid submission;
d. Non submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part offline before due date and time of submission of bid;
e. Non submission of the original documents mentioned at Section 3.18 A by due date and time of bid submission;
f. Any indication of tariff in any part of response to the RfS, other than in the financial bid.
g. Data filled in the Electronic form of financial bid (Second envelope), not in line with the instructions mentioned in the same electronic form.
h. Bidder or any of its Affiliates is a willful defaulter to any lender
i. Major litigation pending or threatened against the bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the bidder to undertake the Project
j. In case it is found that the Bidding Company including Ultimate Parent Company / Parent Company / Affiliate / Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.
k. Conditional bids shall be summarily rejected.
l. Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc or the United Nations or any of its agencies.

To ensure that the Bidder or any of its Affiliates is not a wilful defaulter, Bidder to submit the Chartered Accountant certified Disclosure in the prescribed format as per **Annexure - F.**

### 3.18 Method of Submission of Response to RfS by the Bidder

#### A. Documents to be Submitted Offline (in Original)

1. Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 6.3A/ 6.3B). One EMD may be submitted for the cumulative capacity quoted by the bidder, or individual EMDs may be submitted for different capacities.

2. Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal in two separate envelopes.

**Bidders shall take special note that no documents other than the above shall be submitted offline.**

Bank Guarantee against EMD needs to be submitted in both online and offline modes. The bidders will be required to submit the bank guarantee, either in person or through post, at the office of GUVNL until the date as on 2 working days after the closing date of online bid submission. The 2-day duration will be counted from the date of online bid submission deadline.

For e.g., if the bid submission deadline is 18:00 hrs on 22.10.2022, the above deadline will expire at 18:00 hrs on 24.10.2022. In case of the above deadline being a holiday, the next working day in GUVNL will be the deadline for submission of Bank Guarantees.

Note: In all cases, the Bank Guarantee against EMD (if applicable), shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.

The bidding envelope shall contain the following sticker:

The bidding envelope shall contain the following sticker: (illustration)

| ***Response to RfS Document for purchase of power through competitive bidding process (followed by e-reverse auction) from 500 MW Grid Connected Solar Photovoltaic Power Projects to be set up / under construction / already commissioined projects anywhere in India with Greenshoe option of additional capacity upto 500 MW without energy storage.*** | |
|---|---|
| ***Capacity of Project*** | ***_____ MW*** |
| ***No. of Locations Bid for*** | |
| ***RfS Reference No.*** | ***RfS No. GUVNL / 500 MW / Solar (Phase-XXII) dtd 06.11.2023*** |

| | |
|---|---|
| ***Submitted by*** | ***(Enter Full name and address of the Bidder)*** |
| ***Authorized Signatory*** | ***(Signature of the Authorized Signatory) (Name of Signatory) (Stamp of Bidder)*** |
| ***Bid Submitted to*** | **General Manager (RE)**<br>**Gujarat Urja Vikas Nigam Ltd.**<br>**Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007** |

**B. Documents to be submitted Online**

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

If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted shall be encashed and the EMD(s) shall be returned.

All documents of the response to RfS submitted online must be digitally signed on https://www.bharat-electronictender.com which should contain the following:

**1. "Technical Bid (First Envelope)"**

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

i) Formats - 6.1, 6.2 (if applicable), 6.3 A, 6.4, 6.5 (if applicable), 6.6, 6.8

ii) All Attachments and documents in line with requirement stipulates at Clause 3.15 with proper file names and index.

iii) iii) All supporting documents regarding meeting the eligibility criteria, shareholding structure, GST registration.

iv) iv) Scanned Copies of NEFT/RTGS details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.

v) Scanned Copies of requisite amount of Bank Guarantee towards EMD as mentioned in the Bid Information Sheet. The bidder will have to fill the Electronic Form provided at the https://www.bharat-electronictender.com as part of Technical Bid.The bidder will have to fill the Electronic Form provided at the https://www.bharat-electronictender.com as part of Technical Bid.

**2. "Financial Bid (Second Envelope)"**

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

v) Covering letter as per Format-6.7 of this RfS document;

Only single tariff bid for all the Projects shall have to be filled online in the Electronic Form provided at the https://www.bharat-electronictender.com. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation; else the bid shall be considered as non-responsive.

**Important Note:**

i) The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.

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

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

### 3.19 Validity of the Response to RfS

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

### 3.20 Bid Preparation Cost

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

### 3.21 Clarifications / Enquires / Amendments

i) Clarifications / Doubts, if any, on RfS document may be emailed and/or through https://www.bharat-electronictender.com

ii) GUVNL will make effort to respond to the same. A compiled list of such questionnaire and GUVNL's response will be uploaded on GUVNL's website as well as on https://www.bharat-electronictender.com If necessary, amendments, clarifications, elaborations shall be issued by GUVNL which will be notified on GUVNL's website as well as on E-Bidding portal. No separate reply / intimation will be given for the above, elsewhere.

iii) iii) A Pre Bid Meeting shall be held as mentioned in the Bid Information sheet.

### 3.22 Right of GUVNL to Reject a Bid

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

### 3.23 Other Compliances

Timely completiton of all milestones i.e. signing of PPA, meeting Financial Closure requirements, conditions subsequent, commissioning, etc. will be the sole responsibility of the Succesful Bidders and GUVNL shall not be liable for issuing any intimations / reminders to them for timely compliance of milestones and/or submission of compliance documents.

Any checklist shared with the Bidders / Succesful Bidders by GUVNL for compliance of milestones shall be for the purpose of facilitation only. Any additional documents required as per the conditions of RfS and PPA must be timely submitted by the Bidders / Succesful Bidders.

# SECTION 4: BID EVALUATION AND SELECTION OF PROJECTS

# Section 4: Bid evaluation methodology and selection of Projects

## 4.1 Bid Evaluation

Bid evaluation will be carried out considering the information furnished by Bidders as per the provisions specified in Section 3 of this RfS. To ensure competitiveness, the minimum number of qualified Bidders required would be two. If the number of qualified bidders is less than two, even after three attempts of bidding, GUVNL may continue with the bidding process with the consent of GERC.

The detailed evaluation procedure and selection of bidders are described in this Section.

## 4.2 Techno-commercial Evaluation of bidders

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

i. The first envelope (Technical Bid submitted online) of only those bidders will be opened by GUVNL whose required documents as mentioned at Section 3.18 A are received at GUVNL's office on or before the due date and time of bid submission.

ii. Bid responses received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.

iii. Subject to Section 3.18, GUVNL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, GUVNL may seek clarifications / additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications / additional documents sought by GUVNL within 2 days from the date of such intimation from GUVNL. All correspondence in this regard shall be made through email / https://www.bharat-electronictender.com only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. GUVNL shall not be responsible for rejection of any bid on account of the above.

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

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

In this step evaluations shall be done based on the "Tariff" quoted by the bidders in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the e-Reverse Auction.

i) Second Envelope (containing Tariff) of only those bidders shall be opened whose technical bids are found to be qualified.

ii) The bidders including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit bid (single application) quoting tariff per kWh for the project. Tariff can be quoted up to two places of decimal only. If tariff is quoted with more than two digits after the decimal, digits after first two decimal places shall be ignored. (For e.g. if the quoted tariff is ₹2.3752, then it shall be considered as ₹2.37 and not the ₹2.38).

iii) In this step, evaluation will be carried out based on tariff quoted by the Bidders.

iv) On completion of Techno-commercial bid evaluation, if it is found that the total aggregate capacity of the Solar Power Projects short-listed is lower than or equal to 500 MW, then the procedure as elaborated in Section 4.3.2 shall be followed.

Note: On completion of Techno-commercial bid evaluation, if it is found that only one bidder is eligible, opening of the financial bid of the bidder will be at the discretion of GUVNL. Thereafter, GUVNL will take appropriate action in consultation with GERC.

v) If the first-round tariff quoted is same for two or more bidders, then all the bidders with same tariff shall be considered of equal rank/ standing in the order.

vi) All bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than "n" as mentioned in Section 4.3.2).

vii) Ranking of bidders after Financial Bid Evaluation: In case of financial bids received from all bidders are in the form of tariff, ranking of bidders shall be done accordingly. For example:

| Bidder | Submitted Financial bid | Ranking |
|---|---|---|
| B8 | Rs. 2.30 (Tariff in Rs./ kWh) | *L1* |
| B5 | Rs. 2.70 (Tariff in Rs./ kWh) | *L2* |
| B1 | Rs. 2.80 (Tariff in Rs./ kWh) | *L3* |
| B4 | Rs. 2.80 (Tariff in Rs./ kWh) | *L3* |
| B2 | Rs. 3.00 (Tariff in Rs./ kWh) | *L4* |
| B3 | Rs. 3.30 (Tariff in Rs./ kWh) | *L5* |

| Bidder | Submitted Financial bid | Ranking |
|---|---|---|
| B7 | Rs. 3.50 (Tariff in Rs./ kWh) | *L6* |
| B6 | Rs. 3.60 (Tariff in Rs./ kWh) | *L7* |
| B10 | Rs. 3.90 (Tariff in Rs./ kWh) | *L8* |
| B9 | Rs. 4.00 (Tariff in Rs./ kWh) | *L9* |
| B11 | Rs. 4.00 (Tariff in Rs./ kWh) | *L9* |

### 4.3 Reverse Auction (Step-3)

4.3.1 The reverse auction shall be conducted on https://www.bharat-electronictender.com. Reverse Auction shall be carried out as specified in "Bid Information Sheet" of this RfS.

4.3.2 "Total Eligible Bidders for reverse auction shall be decided as per below:-

Assuming –

T = Total number of techno-commercially qualified bidders,

ST= Capacity of the total number of techno-commercially qualified bidders

SK = Cumulative capacity till the '$k^{th'}$ serial number bidder (not the '$k^{th'}$ rank bidder) after ranking is done in ascending order from L1 onwards

SE = Eligible Capacity for Award

n = No. of bidders shortlisted for e-RA

| | |
|---|---|
| **SE = Eligible Capacity for award** | (i) In Case ST ≤ 500 MW, SE = 0.8 x ST<br>(ii) In Case ST > 500 MW, SE = 0.8 x ST subject to maximum eligible capacity being 500 MW |

**Total eligible bidders for e-Reverse Auction**

(i) In case (0.8 x ST) ≤ 500 MW – All techno-commercially qualified bidders whose financial bids are in accordance with the provisions of the RfS, will be shortlisted for e-RA. Accordingly, the no. of Bidders shortlisted for e-RA i.e. n = T

(ii) In case (0.8 x ST) > 500 MW – The lowest ranked bidder i.e. the bidder quoting the highest tariff (H1 Bidder) shall be eliminated at this stage and remaining technocommercially qualified bidders whose financial bids are in accordance with

the provisions of the RfS, will be shortlisted for e-RA. Accordingly, the no. of Bidders shortlisted for e-RA i.e. n = T-1

**Note:-**

(a) In case more than one bidder is ranked as H1 bidder (same tariff), then all such bidders will be eliminated at this stage.

(b) The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 500 MW. In the contradictory scenario, no elimination will take place at this stage."

4.3.3 Shortlisted bidders for Reverse Auction will be able to login into https://www.bharat-electronictender.com for reverse auction 15 minutes before the start time of reverse auction.

i) During 15 minutes prior to start of reverse auction process, the respective tariff along with the total project capacity of the bidder shall be displayed on its window.

ii) The minimum decrement value for tariff shall be ₹ 0.01 per kWh. The bidder can mention its revised tariff which has to be at least 01 (one) paisa less than its current tariff.

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

iv) During Reverse Auction, the bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.

v) In the bidder's bidding window, the following information can be viewed by the bidder:

1. Its tariff as their initial start price and there after last quoted tariff along with project capacity for which the bidder is qualified;
2. The list of all the bidders with their following details:
   Pseudo Identity, last quoted tariff and project capacity

vi) The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 5 (five) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:

(a) Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instant provided the tariff falls within the range of L1 and L1+1%.

(b) Yellow Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant provided the tariff falls within the range of L1 and L1+1%.

(c) Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instant.

If no such change as described above is effected during the last 5 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

## 4.4 Selection of Successful Bidders

4.4.1 Upon conclusion of e-RA process, the Bidders in the "Green Zone" and "Yellow Zone" shall be selected in the ascending order with lowest quoted tariff (being L1) till the tender capacity (500 MW) is exhausted. The bidders who fall within the range of (and including) the lowest tariff (L1 tariff)+1% of the L1 tariff, hereinafter referred to as "the range" will be declared as Successful Bidders, subject to the conditions as enumerated in clauses herein below viz. Clause 4.4.2 to Clause 4.4.5 .

4.4.2 The lowest quoting bidder will be allotted its qualified project capacity and then, next higher bidder will be allotted its qualified project capacity and so on, till the total capacity is exhausted by following the rules specified in Section 3.

In case of the last selected bidder, if the balance project capacity is less than the total project capacity quoted by the bidder, then the balance capacity shall be awarded to the bidder till the total capacity is exhausted subject to a minimum allocation of 50 MW. The allocation of additional upto 500 MW capacity through Greenshoe option shall be as per Clause 3.3.5 of RFS. Provided that, in case the partial capacity (balance capacity till the total capacity on offer is exhausted) offered to the last Bidder after completion of the e-reverse auction is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity within 7 days of issuance of Letter of Intent and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders

Further, in case the partial capacity offered is greater than or equal to 50% of the total quoted capacity by such Bidder, then it shall be mandatory for the last Bidder to accept such partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded after e-RA to the successful Bidders not exceeding 500 MW. In case the last Bidder refuses to accept such partial capacity offered by GUVNL, the Bank Guarantee against EMD submitted by such Bidder shall be encashed by GUVNL.

4.4.3 In case of tie, among two or more bidders (i.e. their last quoted tariff being the same) they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others.

4.4.4 In the above case (as mentioned in previous Section), if the time of quote also becomes exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow:

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

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

4.4.5 At the end of selection process, GUVNL will have the right to decide on the issue of Letter of Intent (LOI) to the Selected Bidder or any of them based on the consideration of the price discovered. In case of Consortium being selected as Successful Bidder, the LOI may be issued to the Lead Member of the Consortium.

In all cases, GUVNL's decision regarding selection of bidder through Reverse Auction or otherwise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

Also, GUVNL shall reserve the right to short close the capacity lower than 500 MW at its discretion, if the prices are abruptly high. Additionally, the discretion to allot or not to allot the additional upto 500 MW capacity under greenshoe option shall be vested solely with GUVNL.

GUVNL shall file a Petition before Hon'ble GERC under Section 63 of the Electricity Act 2003 for adoption of tariff and the PPA shall be signed with Sucessful Bidder or its SPV only after the approval of GERC and in accordance with such approval.

The Successful Bidders are required to sign PPA with GUVNL within 30 days from the date of issuance of Letter of Intent (LOI) or within 10 days from the adoption of tariff by GERC, whichever is later.

# SECTION 5: OTHER PROVISIONS

# Section 5: Other Provisions

## 5.1 Role of GEDA (as State Nodal Agency)

GEDA will provide necessary support to facilitate the required approvals and sanctions so as to achieve commissioning of the Projects. This may include facilitation in the following areas:-

- Coordination among various State and Central agencies for speedy implementation of projects
- Issuance of commissioning certificates after due verification of documents relating to land acquisition and connectivity with STU (GETCO) / CTU and verification of technical specifications of solar project as per Annexure A and in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 as amended from time to time.
- While certifying commissioning, GEDA shall ensure that all equipment as per rated project capacity has been installed and energy has flown into the grid.

## 5.2 Role of STU (GETCO) / CTU

It is envisaged that the STU (GETCO) / CTU will provide transmission system to facilitate the evacuation of power from the Projects which may include the following:

- Upon application for Connectivity as per GERC / CERC Regulations, STU (GETCO) / CTU shall coordinate with the concerned agencies for grant of connectivity.

# SECTION 6: FORMATS FOR BID SUBMISSION

# Section 6: Formats for Bid Submission

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 3.7, 3.15, 3.18 of Section 3 and other submission requirements specified in the RfS.

i) Format of Covering Letter (Format 6.1)

ii) Format for Power of Attorney (Format 6.2)

iii) Format for Earnest Money Deposit (EMD) (Format 6.3 A)

iv) Format for Performance Bank Guarantee (Format 6.3 B)

v) Format for Board Resolutions (Format 6.4)

vi) Format for the Consortium Agreement (Format 6.5)

vii) Format for Disclosure (Format 6.6)

viii) Format for Financial Proposal Covering Letter (Formats 6.7)

ix) Format of commitment to Financial Closure (Formats 6.8)

x) Technical Requirements for Grid Connected Solar Power Projects (Annexure - A)

xi) Check List for Bank Guarantees (Annexure-B)

xii) List of Banks (Annexure-C)

xiii) Special Instructions to Bidders for e-Tendering (Annexure-D)

xiv) Terms & Conditions of e-Reverse Auction Procedure (Annexure-E)

xv) Disclosure (Annexure-F)

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

**FORMAT-6.1**

## Covering Letter

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

Date: Reference No:

From: (Insert name and address of Bidding

Company/ Lead Member of the Bidding Consortium)

Tel. #: Fax#:

E-mail address#

To.

General Manager (RE)
Gujarat Urja Vikas Nigam Ltd
Sardar Patel Vidyut Bhavan,
Race Course Vadodara-390007
Tel No. 0265-2334751
Website-www.guvnl.com

Sub: Response to RfS No. GUVNL / 500 MW / Solar (Phase-XXII) dated 06.11.2023 for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 500 MW grid connected Solar Photovoltaic Projects to be setup /under construction / already commisioined projects anywhere in India (Phase XXII ) with Greenshoe Option of additional upto 500 MW

Dear Madam,

We, the undersigned ……. [insert name of the 'Bidder'] having read, examined and understood in detail the RfS No. GUVNL / 500 MW / Solar (Phase-XXII) dated ---.10.2023 & Addendums thereto, if any including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years from SCSD of the project by GUVNL and hereby submit our response to RfS. We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company / Parent Company / Affiliate / Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 6.6 under Disclosure). We are submitting application for the development of ___ **MW** Solar Project(s) with **CUF of** ___ **%**

(Note: 1. The bidder must ensure the project capacity mentioned is as per Section 3..

1. We give our unconditional acceptance to the RfS dated, standard PPA and Addendums thereto, if any. In token of our acceptance to the RfS and PPA along with the amendments and clarifications issued by GUVNL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS, and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within 24 months from the date of execution of PPA.
2. Earnest Money Deposit (EMD): - (Please read Section 3.7 carefully before filling) We have enclosed EMD of Rs… (Insert Amount) in the form of bank guarantee no……. [Insert bank guarantee number] dated ……. [Insert date of bank guarantee] as per Format 6.3A from …… [Insert name of bank providing bank guarantee] and valid up to…….in terms of Section 3.7 of this RfS. The total capacity of the Solar Power Project offered by us is ……. MW
3. We hereby declare that in the event our Project gets selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the Project within due time as mentioned in 3.7, respectively on issue of LOI by GUVNL for the Project and/or we are not able to sign PPA with GUVNL within 30 days from date of issue of LOI or within 10 days from the adoption of tariff by GERC, whichever is later, or such other period as intimated by GUVNL, GUVNL shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
4. We have submitted our response to RfS strictly as per Section – 6 (Formats) of the RfS , without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. We hereby declare that during the selection process, in the event our Project happens to be the last Project and GUVNL offers a partial capacity as per Section 3, we shall accept such offered capacity. GUVNL offers a capacity and such offered capacity is greater than or equal to 50% of our quoted capacity which is less than our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.
6. Acceptance: We hereby unconditionally and irrevocably agree and accept that the decision made by GUVNL in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
7. Familiarity with Relevant Indian Laws & Regulations: We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfS, execute the PPA in the event of our selection as Successful Bidder. We further confirm that we are aware of the provisions of MNRE's Office

Memorundum dated 09.03.2021 regarding imposition of Basic Custom Duty (BCD) on Solar PV Cells & Modules / Panels and noted the trajectory for imposition of BCD by Ministry of Finance, Government of India notified therein. We are also aware that we are required to take into account the above trajectory while quoting tariffs in the present tender and that the imposition of BCD as per above trajectory shall not be considered as "Change-in-Law" under Artile 9 of the PPA.

8. In case of our selection as the Successful bidder and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us then we shall ensure that our shareholding in the (special purpose vehicle) SPV / project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the Commencement of Supply Date (CSD), except with the prior approval of GUVNL. We shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with GUVNL, committing total equity infusion in the SPV as per the provisions of RfS.
9. We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity on or before SCOD. In the event of delay in commissioning, the provisions of Section 3.7 & 3.11 of the RfS / relevant Articles of PPA shall be applied. Further, the project shall not be considered as commissioned unless the connectivity with STU/CTU grid is established and GEDA issues certificate of commissioning.
10. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
11. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from GUVNL.
12. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
13. We confirm that all the terms and conditions of our Bid are valid up to (*Insert date in dd/mm/yyyy*) for acceptance (i.e. a period of one hundred eighty (180) days from the last date of submission of response to RfS).
14. Contact Person

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

    Name: ……..

    Designation: ……

    Company : ……

    Address : ……

    Phone Nos. : ……

Mobile Nos. : ……

Fax Nos. : ……

E-mail address: …….

GST No. : .....

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

Dated the day of _, 2023…

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board)

**FORMAT- 6.2**

**(Applicable only in case of Consortiums)**

**Format for Power Of Attorney**

(To be provided by each of the other members of the Consortium in favor of the Lead Member)

**Power of Attorney**

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

Know all men by these presents that M/s…….……having its registered office at ……..……., …..,..…and M/s …….…. having its registered office at …….. , (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named ……. (Insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated……..…… and having agreed to appoint M/s……..…as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s…….……..a company incorporated under the laws of …….……and having its Registered /Head Office at ……..…….as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No. GUVNL / 500 MW / Solar (Phase-XXII) dated _____.

We also authorize the said Lead Member to undertake the following acts:

i) To submit on behalf of Consortium Members response to RfS.

ii) To do any other act or submit any information and document related to the above response to RfS Bid.

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

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

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

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

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

(Name, Designation, Place, Date)

Accepted

---

(Signature, Name, Designation and Address

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

Attested

---

(Signature of the executant)

---

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

Place: ----------

Date: ----------

**Note: -** Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section 2 of the RfS.

## FORMAT- 6.3 A

### Format for Earnest Money Deposit

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

Ref. Bank Guarantee No. Date:

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project of …….. MW [Insert cumulative Project capacity proposed] for Procurement of up to 500 MW of Power from grid-Connected Solar Power Projects for long term basis, in response to the RfS No. GUVNL / 500 MW / Solar (Phase-XXII) dated _____ and Addendums thereto, if any issued by Gujarat Urja Vikas Nigam Limited (Hereinafter reffered to as "GUVNL") and GUVNL considering such response to the RfS of ……[insert the name of the Bidder] as per the terms of the RfS, the ……[insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to GUVNL at Vadodara forthwith on demand in writing from GUVNL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees ------ [Insert amount not less than that derived on the basis of Rs. 9,28,000 per MW of cumulative capacity proposed, only, on behalf of M/s. ……[Insert name of the Bidder] .

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

Our liability under this Guarantee is restricted to Rs. (Rs. Only).

Our Guarantee shall remain in force until [insert date of validity in accordance with Section 3.7 of this RfS]. GUVNL shall be entitled to invoke this Guarantee till……[insert date of validity in accordance with Section 3.7 of this RfS].

The Guarantor Bank hereby agrees and acknowledges that the GUVNL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Gujarat shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly GUVNL 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 GUVNL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

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

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

Signature Name Power of Attorney No.

For

[Insert Name of the Bank]

E-mail ID of the bank:

Banker's Stamp and Full Address. Dated this day of _, 2023

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Bank Guarantee shall be executed by any of the Bank from the List of Banks mentioned in Annexure C of the RfS.
3. Any deviation / addition / deletion from the format of Bank Guarantee shall make the bidder liable for disqualification.
4. **Bank details of GUVNL for SFMS Confirmation regarding issuance of BG :**

   **Name of Bank – State Bank of India**
   **Bank Account No. – 41548514316**
   **IFSC Code - SBIN0001946**

## FORMAT- 6.3 B

### Format for Performance Guarantee for Solar Power Project

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

In consideration of the ----- [Insert name of the Successful Bidder] (hereinafter referred to as Successful Bidder) submitting the response to RfS inter alia for selection of the Project of the capacity of …….. MW, for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 500 MW grid connected Solar Photovoltaic Projects to be setup / under construction / already commissioined projects anywhere in India with Greenshoe option of additional capacity upto 500 MW without energy storage, in response to the RfS no. GUVNL / 500 MW / Solar (Phase-XXII) dated 06.11.2023 and Addendums thereto, if any issued by Gujarat Urja Vikas Nigam Ltd (hereinafter referred to as GUVNL) and GUVNL considering such response to the RfS of ……[insert the name of the Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Solar Power Project of the Successful Bidder and issuing Letter of Intent No ------- to ……(Insert Name of Successful Bidder) as per terms of RfS and the same having been accepted by the selected bidders resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from Successful Bidder / M/s ---------- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the …….. [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to GUVNL at Vadodara forthwith on demand in writing from GUVNL or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees------ [Total Value] only, on behalf of M/s ---------- [Insert name of the Successful Bidder / SPV]

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

Our liability under this Guarantee is restricted to Rs…….. only.

Our Guarantee shall remain in force until…….. (Insert validity date being date upto 6 months from SCSD) and GUVNL shall be entitled to invoke this Guarantee till ……. (claim period upto 7 months from SCSD)

The Guarantor Bank hereby agrees and acknowledges that GUVNL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Gujarat shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly GUVNL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the [----------[Insert name of the Successful Bidder / SPV], to make any claim against or any demand on the [----------[Insert name of Successful Bidder / SPV] or to give any notice to the [----------[Insert name of the Successful Bidder / SPV] or to enforce any security held by GUVNL or to exercise, levy or enforce any distress, diligence or other process against the [----------[Insert name of Successful Bidder / SPV].

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs (Rs. only) and it shall remain in force until …….. with claim period till …….. (date should be minimum 1 month from date of validity i.e. 7 months from SCSD)

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if GUVNL serves upon us a written claim or demand.

Signature Name Power of Attorney No.

For

[Insert Name of the Bank]

E-mail ID of the bank:

Banker's Stamp and Full Address. Dated this day of _, 2023

Witness:

1. ……. Signature

Name and Address

2. ……..…….. Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Bank Guarantee shall be executed by any of the Bank from the List of Banks mentioned in Annexure C of the RfS.
3. Any deviation / addition / deletion from the format of Bank Guarantee shall make the bidder liable for disqualification.
4. **Bank details of GUVNL for SFMS Confirmation regarding issuance of BG :**

   **Name of Bank – State Bank of India**
   **Bank Account No. – 41548514316**
   **IFSC Code - SBIN0001946**

**FORMAT-6.4**

## Format for Board Resolution

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

1. **RESOLVED THAT** Mr/Ms……., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. GUVNL / 500 MW / Solar (Phase-XXII) dated _____ and Addendums thereto, if any for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 500 MW grid connected Solar Photovoltaic Projects to be setup in Gujarat with additional upto 500 MW under Greenshoe Option including signing and submission of all documents and providing information / response to RfS to Gujarat Urja Vikas Nigam Ltd (GUVNL), representing us in all matters before GUVNL, and generally dealing with GUVNL in all matters in connection with our bid for the said Project. (To be provided by the Bidding Company or the Lead Member of the Consortium)

2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. (To be provided by the Bidding Company).

3. **RESOLVED THAT** the approval of the Board be and is hereby accorded to M/s _____ (bidding company) for using the Net worth credientials of M/s_____ (Affilate) for participating in GUVNL's RfS No. GUVNL / 500 MW / Solar (Phase-XXII) dated _____. Further resolved that M/s _____ (Affiliate) undertakes to contribute required equity funding and performance bank guarantees in case M/s_____ (Bidding Company) fails to do so in accordance with the RFS. **(To be provided by the Affiliate whose net worth is used- In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.)**

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

1. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (-----%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. (To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)

2. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to participate in consortium with M/s ---------- [Insert the name of other Members in the Consortium] and Mr/Ms……., be and is hereby authorized to execute the Consortium Agreement. (To be provided by the each Member of the Bidding Consortium including Lead Member).

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

**Certified true copy**

**----------**

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

Notes:

1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

## FORMAT- 6.5

### Format for Consortium Agreement

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

This Consortium Agreement ("Agreement") executed on this day of Two thousand between M/s [insert name of Lead Member], a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Member-1", which expression shall include its successors, executors and permitted assigns) and M/s , a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Member-2", which expression shall include its successors, executors and permitted assigns), M/s , a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Member-n", which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS execution of Power Purchase Agreement (in case of award), against RfS No. GUVNL / 500 MW / Solar (Phase-XXII) dated _____ and Addendums thereto, if any issued by Gujarat Urja Vikas Nigam Ltd (GUVNL) a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 as applicable, and having its Registered Office at or constituted under

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

WHEREAS GUVNL desires to purchase power from 500 MW grid connected Solar Power Projects to be setup in the state of Gujarat through Competitive Bidding Process (followed by reverse e-auction)

WHEREAS, GUVNL had invited response to RfS vide its Request for Selection (RfS) dated

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

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

1) We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 ( M/s _), shall act as the Lead Member as defined

in the RfS for self and agent for and on behalf of Member-2, -----, Member- n and to submit the response to the RfS.

2) The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

3) Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.

4) The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

5) Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

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

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.

6) The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Successful Bidder achieves Financial Closure in terms of the PPA.

7) In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

8) Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

9) It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

10) This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at …….. alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder..

11) It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of GUVNL in terms of the RfS.

12) It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by GUVNL.

13) The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.

14) It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of GUVNL.

15) This Agreement

    a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;

    b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and

    c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of GUVNL.

16) All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s---------- [Member 1]

---

(Signature, Name & Designation of the person authorized vide Board Resolution Dated)
Witnesses:

1) Signature----------

Name: Address:

2) Signature ----------

Name: Address:

FOR M/S---------- [MEMBER 2]

---

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

Witnesses:

1) Signature ----------

Name: Address:

2) Signature ----------

Name: Address:

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

---

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

Witnesses:

1) Signature ----------

Name: Address:

(2) Signature ----------

Name: Address:

---

Signature and stamp of Notary of the place of execution

## FORMAT- 6.6

## Format for Disclosure

**(TO BE SUBMITTED ON THE STAMP PAPER OF RS 300 DULY NOTARIZED)**

## DISCLOSURE

Ref.: RfS No. GUVNL / 500 MW / Solar (Phase-XXII) dated _____.

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

Tel. #:

Fax#:

E-mail address#

To,

General Manager (RE)

Gujarat Urja Vikas Nigam Ltd

Sardar Patel Vidyut Bhavan,

Race Course Vadodara-390007

**Sub: Response to RfS No. GUVNL / 500 MW / Solar (Phase-XXII) dated 06.11.2023 for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 500 MW grid connected Solar Photovoltaic Projects to be setup / under construction / already commissioined projects anywhere in India with Greenshoe option of additional capacity upto 500 MW without energy storage.**

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. GUVNL / 500 MW / Solar (Phase-XXII) dated 06.11.2023 and Addendums thereto, if any and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further undertake that we / our Parent or Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not willful defaulter to any lender and there is no major litigation pending or threatened against us or any of our

Affiliates which are of a nature that could cast a doubt on our ability or sustainability to undertake the Project.

We further declare that we have read the provisions of Clause 3.18, 3.4.5 and Section 6 of the RfS, and are complying with the requirements as per the referred **Office Memorandum issued by Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD dated 23.07.2020**, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates **(Annexure to this format)** in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, GUVNL shall take appropriate action as deemed necessary.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LOI has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be encashed and recoveries will be effected for the payments done.

Dated the_____day of_____, 2023….

Thanking you,

we remain,

Yours faithfully,

(Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration)

## ANNEXURE TO FORMAT 6.6

## DECLARATION

## RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:

Office Memorandum issued by Department of Expenditure, Ministry of Finance, Govt. of India, vide No. 6/18/2019-PPD dated 23.07.2020

(To be submitted on the Letter Head of the Bidding Company/Each Member of Consortium)

Ref. No.: RfS No. GUVNL / 500 MW / Solar (Phase-XXII) dated _____

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

Tel.#: Fax#:

E-mail address#

To,

General Manager (RE)

Gujarat Urja Vikas Nigam Ltd

Sardar Patel Vidyut Bhavan,

Race Course Vadodara-390007

Sub: **Response to RfS No. GUVNL / 500 MW / Solar (Phase-XXII) dated 06.11.2023 for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 500 MW grid connected Solar Photovoltaic Projects to be setup / under construction / already commissioined projects anywhere in India with Greenshoe option of additional capacity upto 500 MW without energy storage.**

Dear Sir/ Madam,

This is with reference to attached office memorandum order no. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of Finance, Govt. of India.

We are hereby submitting the following declaration:

**Declaration :**

**Model Certificate for Tenders**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Dated the ____day of_____, 2023

Thanking you,

We remain,

Yours faithfully,

**Encl:** Office Memorandum issued by Department of Expenditure, Ministry of Finance, Govt. of India, vide No. 6/18/2019-PPD dated 23.07.2020, as referred above

(Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration)

**FORMAT- 6.7**

**Financial proposal**

**Covering Letter**

(On Bidder's letter head)

[Date and Reference]

To,

General Manager (RE)

Gujarat Urja Vikas Nigam Ltd

Sardar Patel Vidyut Bhavan,

Race Course Vadodara-390007

**Sub: Response to RfS No. GUVNL / 500 MW / Solar (Phase-XXII) dated 06.11.2023 for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 500 MW grid connected Solar Photovoltaic Projects to be setup / under construction / already commissioined projects anywhere in India with Greenshoe option of additional capacity upto 500 MW without energy storage.**

Dear Sir,

I/ We,

(Applicant's name) enclose herewith the Financial Proposal for Selection of my / our firm for a capacity of _____MW as Bidder for above.

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

Note:

1. There can be only one tariff. If the bidder quotes two tariffs, then the bid shall be considered as non-responsive.
2. If the bidder submits the financial bid in the Electronic Form at https://www.bharat-electronictender.com not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.
3. Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be considered as non-responsive and summarily rejected.

4. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
5. The tariff should be mentioned up to two places of decimal only.
6. The Financial bid is not to be mentioned anywhere other than the Electronic Form and only the financial bid mentioned in the Electronic form will be considered for further evaluation

Authorized Signatory

Name:

Designation

Name of the Firm/Consortium Address

## FORMAT- 6.8

### Format of Commitment to Financial Closure

[(On Stamp Paper duly notarised)

We hereby undertake in line with Clause 3.10 under the title “Financial Closure” that the following details / documents shall be furnished within 12 (Twelve) months from the date of execution of PPA:-

- Evidence of achieving complete tie-up of Project Cost through internal accruals or through external Financing Agency
- Implementation & Support Agreement executed with SPPD.

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Bank Guarantee subject to detailed terms and conditions mentioned under the PPA and except when extension charges as per Clause 3.10 have been paid.

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

Date:

## Annexure – A: Technical Parameter of PV Module and various other components for use in Grid Connected Solar Power Plants

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

### 1. PV Module Qualification

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

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

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

### 2. Power Conditioners/ Inverters

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

| | |
|---|---|
| **Efficiency Measurements** | IEC 61683 |
| **Environmental Testing** | IEC 50068-2/ IEC 62093 |
| **Electromagnetic Compatibility (EMC)** | IEC 61000-6-2, IEC 61000-6-4 |
| **Electrical Safety** | IEC 62103/ 62109-1&2 |
| **Protection against Islanding of Grid** | IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards |
| **LVRT Compliance** | As per the latest GERC/ CERC Guidelines/ Order/ Regulations |
| **Grid Connectivity** | Relevant GERC/ CERC Regulations (including LVRT compliance) and Grid Code as amended and revised from time to time. |
| **Rated capacity** | Nominal/ Rated output power of the inverter (if different power ratings are mentioned at different |

| | |
|---|---|
| | temperatures, then power rating at $50^0$ C shall be considered) in kW will be considered as inverter rated capacity. |

**3. Cables and connectors:**

All cables and connectors for used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years from the SCSD of the project and voltages as per latest IEC standards. (Note: IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 500-1800 Volts DC for outdoor installations should comply with the EN50618/ TUV 2pfg 1169/08/07 or equivalent IS for service life expectancy of 25 years).

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

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

**5. Authorized Test Centres**

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

**6. Warranty**

a. PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years from the Commencement-of-Supply Date (CSD) of the project.

b. The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.

c. The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.

d. The Inverters/PCUs installed in the solar power plant must have a warranty for 5 years.

**7. Identification and Traceability**

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be

inside or outside the laminate, but must be able to withstand harsh environmental conditions):

i) Name of the manufacturer of PV Module

ii) Name of the Manufacturer of Solar cells

iii) Month and year of the manufacture (separately for solar cells and module)

iv) Country of origin (separately for solar cells and module)

v) I-V curve for the module at Standard Test Condition (1000 $W/m^2$, AM 1.5, $25^0C$)

vi) Wattage, Im, Vm and FF for the module

vii) Unique Serial No. and Model No. of the module

viii) Date and year of obtaining IEC PV module qualification certificate

ix) Name of the test lab issuing IEC certificate

x) Other relevant information on traceability of solar cells and module as per ISO 9000

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

## 8. Performance Monitoring:

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to GUVNL and MNRE or GEDA on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to GUVNL and MNRE or GEDA to the remote monitoring portal of the power plants on a 24X7 basis.

## 9. Safe Disposal of Solar PV Modules:

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

## Annexure – B: Check list for Bank Guarantees

| Sl. no. | Details of Checks | Yes/No |
|---|---|---|
| 1. | Is the BG on non-judicial Stamp paper of Rs. 300 | |
| 2. | Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. | |
| 3. | Whether the copy of SFMS confirmation of issuance of BG has been forwarded to GUVNL? | |
| 4. | Has the executing Officer of BG indicated his name, designation and Power of Attorney No. / Signing Power no. on the BG? | |
| 5. | Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma? | |
| 6. | Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents? | |
| 7. | Are the factual details such as Bid Document No./Specification No./LOI No.(if applicable)/Amount of BG and Validity of BG correctly mentioned in the BG | |
| 8. | Whether overwriting/cutting, if any, on the BG have been properly authenticated under signature & seal of executant? | |
| 9. | Whether the BG has been issued by a Bank in line with the provisions of Bidding documents? | |

# Annexure – C: List of Banks

The list of Banks shall be as per Finance Dept. **GR No. FD/MSM/e-file/4/2023/0057/D.M.O. dated 21.04.2023** as amended or replaced from time to time. The presently applicable list is as under:

(A) Guarantees issued by following Banks will be accepted as EMD / PBG on permanent basis.

1. All nationalized banks.

(B) Guarantees issued by following Banks will be accepted as EMD / PBG for the period upto 31.03.2024. The validity cut off date is with respect to the date of issue of Bank Guarantee irrespective of date termination of Bank Guarantee.

1 Axis Bank

2 A U Small Finance Bank

3 Bandhan Bank

4 BNP Paribas

5 City Union Bank

6 CSB Bank

7 DBS Bank India Limited

8 DCB Bank

9 Equitas Small Finance Bank

10 Federal Bank

11 HDFC Bank

12 HSBC Bank

13 ICICI Bank

14 Indusind Bank

15 Karnataka Bank

16 Karur Vysya Bank

17 Kotak Mahindra Bank

18 South Indian Bank

19 Standard Chartered Bank

20 Tamilnadu Mercantile Bank

21 Utkarsh Small Finance Bank

22 The Kalupur Commercial Co-Operative Bank

23 Ahmedabad Mercantile Co-operative Bank Ltd

24 Nutan Nagarik Sahakari Bank Ltd.

25 Rajkot Naagrik Sahakari Bank Limitd

26 Saraswat Co-operative Bank

27 SVC Co-operative Bank LTD.

28 The Gujarat State Co-operative Bank

29 The Mehsana Urban Co-operative Bank Ltd

30 The Surat District Co-operative Bank

31 The Surat Peoples Co-operative Bank

32 Saurashtra Gramin Bank

# Annexure – D: Special Instructions to Bidders for e-Tendering

## General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

For conducting electronic tendering, GUVNL has decided to use the portal https://www.bharat-electronictender.com which is approved by Ministry of Electronics and Information Technology through "Certificate of Approval" No DIR/UKN/eprocurement/CERTIFIATE/2018-I dated 31.07.2018.

## Instructions

## Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope Auction

The sealed bid system would be followed by an 'e-Reverse Auction'

## Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)-Class 3
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
   a) Query to GUVNL (Optional)
   b) View response to queries posted by GUVNL
8. Bid-Submission on ETS

9. Respond to GUVNL Post-TOE queries
10. Participate in reverse auction if invited

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

**Digital Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 3, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

**Registration**

To use the ElectronicTender® portal https://www.bharat-electronictender.com., vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact ETS Helpdesk (as given below), to get your registration accepted/activated

**Important Note:**

1. Interested bidders have to download official copy of the RfS & other documents after login into the ETS Portal of https://www.bharat-electronictender.com If the official copy of the documents is not downloaded from ETS Portal of https://www.bharat-electronictender.com within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

| ETS Helpdesk | |
|---|---|
| Telephone/ Mobile | Customer Support: +91-124 - 4229071, 4229072<br>Emergency Contact No. +918287663763 |
| E-mail ID | support@isn-ets.com<br>[Please mark CC: support@electronictender.com] |

**Some Bidding related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

Submission of Bid-Parts

- Envelope I (Technical-Bid)
- Envelope II (Financial-Bid)

Submission of digitally signed copy of Tender Documents/ Addendum

In addition to the above, the bidders are required to submit certain documents physically offline also as per Section 3.18 A, failing which the technical bids will not be opened.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

**Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is

connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main- Bid. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder**.** If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail.

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in figures will prevail.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to GUVNL in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

**Other Instructions**

For further instructions, the bidder should visit the home-page of the portal https://www.bharat-electronictender.com, and go to the **User-Guidance Center.**

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged- in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

**Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

**Seven Critical Do's And Don'ts for Bidders**

Specifically for Supplier organizations, the following **'SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class 3 well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to

complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (.i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents.

Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

*While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.*

## Additional DO'S AND DON'TS FOR BIDDERS Participating in e-Reverse Auction

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (.i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-Reverse Auction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.

**Minimum Requirements at Bidder's End**

Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 and above)

Broadband connectivity

Microsoft Internet Explorer 7.0 or above (Recommended version Internet Explorer 11)

Digital Certificate(s)

## Annexure – E: Terms & Conditions Of e-Reverse Auction

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

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to the portal service provider.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, such bids would be considered non-responsive and would be rejected by GUVNL.
7. The Bidder shall not divulge either his Bids or any other exclusive details of GUVNL to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
    a) Bidders may note that, although extension time is '5' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute posting of the Financial Bid during reverse auction.
    b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of GUVNL, bid process, bid technology, bid documentation and bid details.
    c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.

d) Technical and other non-commercial queries (not impacting price) can only be routed to the GUVNL contact personnel indicated in the RfS document.

e) Order finalization and post order activities such as issuance ofLOI, signing of PPA etc. would be transacted directly between successful bidder(s) and GUVNL.

f) LOIshall be placed outside the e- bidding portal & further processing of the LOIshall also be outside the system.

g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in AnnexureD of the RfS document.

h) Bidders are advised to visit the auction page and login into the system well in advance to identify / rectify the problems to avoid last minute hitches.

i) GUVNL will not be responsible for any PC configuration/Java related issues, software / hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of PC at Bidder's end.

j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC / Internet / Java related issues and Bidder may lose the chance of participation in the auction.

10. For access to the Reverse Auction site, the following URL is to be used https://www.bharat-electronictender.com No queries shall be entertained while Reverse Auction is in progress.

**BUSINESS RULES OF REVERSE AUCTION**

Reverse Auction shall be conducted as per methodology specified in Section – 4 and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

| **Sl. No.** | **Parameter** | **Value** |
|---|---|---|
| 1. | Date and Time of Reverse-Auction Bidding Event | Please refer Bid Information Sheet |
| 2. | Duration of Reverse-Auction Bidding Event | 30 minutes |
| 3. | Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse- Auction Closing Time' | Yes |
| 3.1 | Pre-defined Time-Duration | 05 minutes |

| Sl. No. | Parameter | Value |
|---|---|---|
| 3.2 | Automatic extension Time-Duration | 05 minutes |
| 3.3 | Maximum number of Auto-Extension | Unlimited Extension |
| 4. | Entity-Start-Price | Tariff Quoted by the bidders in Financial Bid (Second Envelope) |

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

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

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

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

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

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

## ANNEXURE – F

## DISCLOSURE

_____ (Name of Bidder), hereby provide this undertaking to 'Gujarat Urja Vikas Nigam Limited', in respect to our response to RfS No. GUVNL / 500 MW / Solar (Phase-XXII) dated 06.11.2023, in line with Clause 3.17(m) considering that _____ (Name of Bidder) & any of our Affiliate including any Consortium Member & any of its Affiliate, our directors have not been barred or included in the blacklist by any Government Agency or Authority in India, the Government of the jurisdiction of the _____ (Name of Bidder) or Members where we are incorporated or the jurisdiction of our principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc or the United Nations or any of its agencies.

The above information is true as per my knowledge and inspite of this disclosure, if _____ (Name of Bidder) or any of our Affiliate including any Consortium Member & any of its Affiliate, our directors found barred or included in the blacklist, our bid shall be treated as non-responsive and GUVNL have right to reject our bid and EMD submitted by us as a Bid security in reference to the RfS No. GUVNL / 500 MW / SOLAR (PHASE-XXII) dated 06.11.2023 shall be forfeited.

Signature of authorized representative:

Name of authorized representative:

Name of Bidder:

Address:

Place:

Date:

Seal of the bidder: