REQUEST FOR SELECTION (RfS)

FOR PURCHASE OF POWER THROUGH COMPETITIVE BIDDING PROCESS FOLLOWED BY REVERSE E-AUCTION FROM 300 MW GRID CONNECTED WIND POWER PROJECTS (PHASE VII) WITH 'GREENSHOE OPTION' OF ADDITIONAL UPTO 300 MW

RfS No. GUVNL / 300 MW / Wind (Phase VII) dated 24.01.2024

(Tender Search Code @ ETS: GUVNL-2024-TN000002

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.

Place: **Vadodara**

Date: **24.01.2024**

Bid Information Sheet

Document Description	RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) from 300 MW grid connected wind power projects to be setup anywhere in India (Phase VII) with 'Greenshoe Option' of additional upto 300 MW
RfS No.& Date	GUVNL / 300 MW / Wind (Phase VII) dated 24.01.2024
Downloading of tender documents	From 24.01.2024
Addressing Queries / Clarification	The bidders interested to participate in the pre-bid meeting are required to get themselves registered on or before 03.02.2024 by sending an email to ja8com.guvnl@gebmail.com with name, designation and mobile numbers of persons interested to participate. Further, the Interested Bidders are requested to forward their queries (if any) to GUVNL through email / letter on or before 03.02.2024. Pre-bid meeting is scheduled on 05.02.2024 **through Video Conferencing**. GUVNL will forward the link of video conferencing to registered bidders on the email address registred with GUVNL. Any clarification and/or revision in the Tender Documents i.e. RfS & PPA shall be uploaded on GUVNL's website and https://www.bharat-electronictender.com Bidding Portal.
Last Date & Time for a) Online Submission of Response to RfS and b) All documents as per Section 3.19 A physically at GUVNL office, Vadodara	Date : 21.02.2024 Time: 17:00 Hrs (online) Date : 23.02.2024 Time: 17:00 Hrs (offline)

Technical Bid Opening	Date : 26.02.2024 Time : 11.30 Hrs
Financial Bid Opening and Reverse e-auction	Date : 01.03.2024 Time : 11.30 Hrs followed by Reverse Auction Process
Reverse Auction	Date : 01.03.2024 Time : 15:30 Hrs..
Cost of RfS Document (non-refundable)	**Rs. 25,000/- plus 18% GST** to be mandatorily made through electronic mode i.e. through NEFT / RTGS, the details of which shall be mentioned in Electronic Form on e-bidding portal. For reference, the details of GUVNL are as under:- GST No. : 24AACCG2861L1ZK PAN: AACCG2861L Name of Bank – State Bank of India Bank Account No. – 10565103714 IFSC Code - SBIN0001946
Processing Fee (non-refundable)	**Rs. 3 Lakhs plus 18% GST**, to be madatorily made through electronic mode i.e. through NEFT / RTGS, the details of which shall be mentioned in Electronic Form on e-bidding portal. For reference, the details of GUVNL are as under:- GST No. : 24AACCG2861L1ZK PAN: AACCG2861L Name of Bank – State Bank of India Bank Account No. – 10565103714 IFSC Code - SBIN0001946
EMD	Earnest Money Deposit @ **Rs. 13 Lakh / MW** is to be submitted in the form of Bank Guarantee along with the Response to RfS. Bank details of GUVNL for Structured Financial Messaging System (SFMS) Confirmation regarding issuance of BG: Name of Bank – State Bank of India Bank Account No. – 10565103714 IFSC Code - SBIN0001946 SFMS confirmation for issuance of BG may be forwarded on ja8com.guvnl@gebmail.com
Name, Designation, Address and other details (For Submission of	Hiren Shah General Manager (RE)

Response to RfS)	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
Details of persons to be contacted in case of any assistance required	1) Hiren Shah General Manager (RE) Phone No: +919925213827 Email ID: gmre@gebmail.com 2) Bhavani Ghattamaneni Chief Finance Manager Phone No. +918888801506 Email ID: gbhavani.guvnl@gebmail.com 3) Rushabh Soni Dy. Chief Accounts Officer Phone No: +917567870225 Email ID: rushabh.soni@gebmail.com
Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications 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 etc. in the print media or individually.	

For conducting the e-bidding, GUVNL is using the portal https://www.tcil-indiaelectronictender.com of Telecommunications Consultants India Limited (TCIL), which is a Government of India undertaking (e-bidding Portal). Bidders may register themselves online with ETS (if they are not already registered), as 'Supply organization/ Bidder', by paying 'Buyer-specific Annual Portal Registration Fee' to ETS and subsequently download the RfS and other Bid Documents from the E-bidding Portal.

A Bidder, who is already validly registered on the E-bidding Portal need not register again on 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 ETS portal. Within the stipulated time duration from the receipt of such email, the qualified Bidders shall have to make payment of requisite fees at ETS Portal for participation in Reverse e-auction and have to undertake necessary activities / procedures online at ETS portal for user authorization etc for participating in the Reverse e-

auction by logging into ETS portal. The bidders are expected to make themselves familiar with the above procedures well in advance in consultation with ETS / portal service helpdesk.

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 (RPPO) and to meet the future requirements of Discoms, GUVNL intends to procure wind power up to capacity of 300 MW through Competitive Bidding Process (Phase VI) [conducted through electronically facilitated online web based portal followed by reverse auction] and additional upto 300 MW of power under 'Greenshoe Option'.

1.1.3 Ministry of Power (MoP) has issued "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects" vide Gazette Resolution dated 26 July 2023. Subsequently, the Ministry has issued "Amendment to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects" on 17 November 2023. As per Clause No.18 of these Guidelines, approval of appropriate Govt. is required for any deviation from these Guidelines. Govt. of Gujarat has approved deviations. This Request for Selection document (hereinafter called RfS) has been prepared in line with the Guidelines issued by MoP dated 26 July 2023 & its amendment(s) thereto with deviations approved by Govt. of Gujarat.

1.2 Details of Power Procurement

1.2.1 The bidders selected by GUVNL based on this RfS, shall set up Wind Power Projects in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). The draft 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, the all 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 (GETCO) or CTU Sub-station. A detailed indicative list providing tentative RE integration capacity (MW) available districtwise / sub-station wise is available on GETCO's website and can be downloaded from https://www.getcogujarat.com/getco_newsite/reif.php. In case of STU (GETCO) connectivity, the Bidders shall have to choose the location(s) and sub-

station(s) for their proposed Wind Power Project from the above list as amended / updated by GETCO from time to time. The Bidders shall apply due diligence while choosing the proposed substation. 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 to GETCO within 7 days from issuance of LOI by GUVNL 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 after such selection. After the above time period of 07 days the connectivity application will be processed on first come first serve basis by GETCO.

1.2.4 GUVNL may enter into PPA with successful bidders for a period of 25 years from the scheduled Commencement-of-Supply Date of the project or from the rescheduled date of commencement of supply to the extent of extension given by the GUVNL on the grounds which are beyond control of the power producer**.** The maximum tariff payable to selected bidder shall be fixed for the PPA term of 25 years, as discovered through the e-bidding and e-Reverse Auction conducted vide this RfS. 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 Wind Power Technology. However, the selection of projects would be technology agnostic. In order to ensure that quality systems are installed, the type certified wind turbine models listed in Revised List of Models and Manufacturers (RLMM) of Wind Turbines prepared by MNRE will only be allowed. 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.

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.

"Bidder" shall mean Bidding Company or a Limited Liability Partnership (LLP) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ LLP/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.

"Capacity Utilization Factor (CUF)" shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time. For illustration, CUF shall be calculated based on the annual energy injected and measured at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been measured at the Delivery Point for 'Y' MW Project capacity, CUF= (X MWh/(Y MW*8766)) X100%;

"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" with respect to the Project, 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, 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.

"Commencement-of-Supply Date" or "CSD" shall be the date as certified by GEDA in case of projects is located in Gujarat or Representatives / Agency authorized by GUVNL in case of

projects 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.

"Contract Year" shall mean, with respect to the initial Contract Year, complete calendar year after Commencement-of-Supply Date. Each successive Contract Year shall coincide with the succeeding Fiscal Year, i.e., a period of twelve months commencing on April 1 and ending on following March 31. Similarly, for the last year of operation of Project, the Contract Year shall mean the complete calendar year before expiry of PPA or on Termination of this Agreement whichever is earlier.

"*Control*" shall mean the ownership, directly or indirectly, of more than 50% (fifty 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 the Power Grid Corporation of India Limited.

"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-

(i) Delivered Energy in case of projects connected with STU grid 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 net import of energy during a month, the successful bidder shall be required to make payment to GUVNL at the rate of HT Temporary Tariff as determined by GERC from time to time. In case of net export of energy during a month, the Successful Bidder shall be eligible for receiving agreed tariff from GUVNL for such net delivered energy.

(ii) Delivered Energy in case of projects connected with CTU grid 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. For the project connected through CTU Network (irrespective of whether Intra-State or Inter-State Project), 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 Mechanim) Regulations, 2022. In such cases, the Scheduled Energy as certified by SLDC, Gujarat in the State Energy Account based on

the energy certified by the concerned RPC in Regional Energy Account, shall be considered as Delivered Energy subject to adjustment on account of transmission losses of CTU, if any. If the project is located outside of Gujarat, the bidder shall be required to make arrangement of auxiliary power drawl/import at their own cost.

"Delivery Point / Interconnection 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 wheeling charges and losses between the Project and the Delivery Point shall be paid by the Power Producer without any reimbursement by GUVNL. All expenses including wheeling charges and losses in relation to the transmission and distribution after the Delivery Point shall be borne by GUVNL. In case GUVNL is required to pay transmission charges and losses upto delivery point, the same shall be recovered from Power Producer.

"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.

"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 the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise, or

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

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

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

"*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 issued by Gujarat Urja Vikas Nigam Ltd (GUVNL) to the Selected Bidder for award of the Project.

"Limited Liability Partnership" or "LLP" shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.

"LLC" shall mean Limited Liability Company.

"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 Wind Power Plant Capacity (AC MW) commissioned as per clause 3.12.2 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 3.8.

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

"Project" shall mean a Grid Interactive Wind Power Station to be established by the successful bidder anywhere in India comprising of number of units at single/multiple locations, 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 the project at the generating terminal(s) and to be contracted with GUVNL for supply from the Wind Power Project.

"REA" means the Regional Energy Account issued by Regional Load Dispatch Centre and amendment (if any) thereto

"RLDC" means the Regional Load Despatch Centre

*"**SCSD" or "Scheduled Commencement of Supply Date**"* shall mean the date as declared in the PPA which shall not exceed 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 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 Government of Gujarat.

"STU or "State Transmission Utility" or "GETCO" shall mean the Gujarat Energy Transmission Company Limited (GETCO).

"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.

"Week" shall mean calendar week.

"Voltage of Delivery" means the voltage at which the Electricity generated by the Project is required to be delivered to the GUVNL.

SECTION 3: BID INFORMATION AND INSTRUCTION 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 of ISN-ETS (International Support Network) https://www.bharat-electronictender.com. A link of the same is also available at www.guvnl.com. Interested bidders have to download the official copy of RfS & other documents after logging into the ETS website by using the Login ID & Password provided by ETS during registration (Refer Annexure – C).

3.1.2 The 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 (including partial submission of either of the respective amounts) and/or Bank Guarantee against EMD, shall not be considered for the bidding and such bids shall not be opened by GUVNL and thereby liable for rejection.

3.2 Capacity Offered & Project Scope

3.2.1 Capacity Allocation

The selection of Grid-connected Wind Power Projects for total capacity of 300 MW (Phase VII) will be carried out through e-bidding followed by e-Reverse Auction process. GUVNL may allocate and tie-up additional capacity upto 300 MW under 'Greenshoe Option' in accordance with Clause 3.3.5.

3.2.2 Minimum and Maximum Capacity of Project:

Eligible bid capacity for bidding for Intra-State Projects will be minimum 25 MW and for Inter-State Projects will be minimum 50 MW.

3.2.3 Project Scope:

The successful bidder shall set up Wind Power Project(s) including the transmission network for connecting the project with CTU / STU Network (as the case may be for enabling delivery of energy 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 those required from State Government and local bodies shall be in the scope of the successful bidder. However, the selection of Projects would be technology agnostic. In order to ensure that quality systems are installed, the type certified wind

turbine models listed in Revised List of Models and Manufactures (RLMM) as updated by MNRE until SCSD of the Project will be allowed for deployment under the Scheme.

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 25 MW / 50 MW, as the case may be (for Intra-State Projects and Inter-State Projects respectively)

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 a project at more than one location, then they would need to be physically identifiable with separate inter-connection points and metering arrangement.

3.3.5 **Capacity Allocation under 'Greenshoe Option'** - The modality for allocation of additional upto 300 MW capacity under 'Greenshoe Option' shall be as under:-

a) Upto 300 MW additional capacity through 'Greenshoe option' shall be offered to the Successful Bidder(s), who are willing to execute PPA(s) with GUVNL at 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. For avoidance of doubt, capacity allocation under 'Greenshoe Option' shall only be for the Successful Bidders.

b) Succesful Bidder(s) intending to execute PPA for the Greenshoe Capacity shall have to meet the eligibility criteria 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'. For avoidance of doubt, the unallocated capacity (if any) under the 'Greenshoe Option' shall not be offered to Unsuccesful Bidders.

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 300 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, 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 CSD, except with the prior approval of GUVNL. However, in case the project is being set up by a listed company, this condition will not be applicable.

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 as per Format 6.5) 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 CSD, except with the prior approval of GUVNL. Transfer of controlling shareholding within the same group of companies will however be allowed 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 fully owned (100%) subsidiary Special Purpose Vehicle (SPV) / Project Company 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 As on the bid submission deadline, the Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, as on the bid submission deadline, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not 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. The Bidder shall submit an undertaking to this effect.

3.4.5 The Bidders should meet the following eligibility criteria:-

i) **Technical Eligibility Criteria**: - The Bidders shall ensure prior (pre-bid) OEM / EPC tie-up with not less than three manufacturers for Design, Engineering, Supply & Procurement, Construction, Operation & Maintenance. The Bidders shall have to declare the same in their Covering Letter (Format 1) and the same shall not be allowed to get changed after bidding. Provided the Bidders shall be permitted to choose new OEMs (if any) covered in the ensuing lists of RLMM till SCSD.

ii) **Financial Eligibility Criteria**: - The Net-Worth of the Bidder or its Affiliate or Parent / Ultimate Parent as on date of financial year ending i.e. 31.03.2023 or 31.12.2023 or 31.12.2022 as the case may be, shall not be less than INR 1.27 Crores per MW (of the capacity quoted).

iii) 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 networth 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.

iv) 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.

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

vi) Pursuant to evaluation of ‘Net Worth Criteria’ as part of the 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 the minimum bid capacity i.e. 25 MW / 50 MW, as the case may be.

3.4.6 In accordance with 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:

3.4.6.1 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).

3.4.6.2 "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.

3.4.6.3 "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.

3.4.6.4 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

The Projects shall be located at the locations chosen by the Bidders at its own discretion and cost, risk and responsibility. However, the Project location should be chosen taking cognizance of the following provisions:-

3.5.1 The project should be designed for interconnection with STU (GETCO) / CTU s/s through a dedicated transmission line for delivery of energy at GETCO periphery.

3.5.2 The responsibility of getting the grid connectivity with GETCO / CTU shall entirely be of the Successful Bidder and shall be at the cost of the Successful Bidder. In

case of connectivity with GETCO, the interconnection voltages shall be governed as per GERC Regulations.

3.5.3 The arrangement of connectivity can be made by the successful bidder 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. The entire cost of transmission including cost of construction of line, maintenance, losses etc. from the project up to the delivery / interface point for grid connectivity will be borne by the Successful Bidder.

3.5.4 The transmission of power up to the point of interconnection and energy accounting infrastructure shall be the responsibility of the successful bidder at his own cost. The maintenance of Transmission system up to the interface point for grid connectivity shall be responsibility of the Successful Bidder.

3.5.5 All expenses including wheeling charges and losses between the Project and the Delivery Point shall be paid by the Successful Bidder without any reimbursement by GUVNL. In case, the project is connected through CTU Network and/or in case of InterState Projects, 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.

For avoidance of doubt, it is clarified that in case there is any liability on GUVNL or any entity on behalf of GUVNL to bear any losses or charges and/or penalty, interest etc. in relation to the wheeling/transmission of electricity from the Project up to the Delivery Point for any reason, the same shall be reimbursed to the full extent by the Successful Bidder within seven days and in case of any delay in payment, the Successful Bidder is liable to pay interest at rate of Late Payment Surcharge. Further GUVNL shall be entitled to recover such amounts alongwith interest inter alia by way of adjustments against the payments to be made by GUVNL to the Successful Bidder.

Govt. of India from time to time has been issuing Order for waiver of ISTS charges and losses on transmission of wind power. ISTS Charges and losses on transmission of power, including waiver of wind power, shall be as per extant rules and regulations.

For avoidance of doubt, it is to clarify that the Successful Bidders shall have to take into consideration ISTS charges and losses, if the SCSD falls after the date of ISTS waiver as notified by Govt. of India. There shall be no liability on GUVNL for the ISTS charges and losses under any circumstance. .

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

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

3.5.8 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 In case of ISTS projects, the Power Producer 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. In case GUVNL is required to pay transmission charges upto the Delivery Point, the same shall be recovered from Power Producer. Transmission Charges after the delivery point shall be borne by GUVNL.

3.5.10 The responsibility of getting Transmission Connectivity to ISTS network under GNA regulation will lie with the Generator and shall be at the cost of Generator.

3.6 Land Arrangements

3.6.1 The Bidder shall be entirely responsible for acquiring the land required for setting up the project and GUVNL shall not in any manner be responsible for the same. The bidder shall identify 100% of the land for the project at the time of bid submission and shall demonstrate clear possession and right to use 100% of the land identified for the Project, on or before the SCSD of the Project. In this regard, the Successful Bidder shall be required to furnish documents / lease agreements to establish possession and right to use 100% of the required land in the name of the Successful Bidder for a period not less than the complete term of the PPA.

3.6.2 Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or GUVNL, in case of default of the Successful Bidder. For lease of Government land, if the lease is not available upfront for the entire term of the PPA, then the Successful Bidder shall be required to give an undertaking stating that they shall be solely responsible for securing the extension of required land for the balance period of term of PPA. For lease of private land, the lease period shall cover the entire term of PPA. The land used from project on lease-hold basis or right-to-use basis will be accepted.

3.6.3 The above data shall be submitted along with a sworn affidavit from the authorized signatory of the Successful Bidder listing the details of the land and certifying that total land required for the Project is under clear possession of the Successful Bidder, on or before the SCSD.

3.6.4 Commissioning of the Project will not be allowed until the demonstration of land possession by the Successful Bidder in terms of Clause 3.12 of the RfS. However, in case of delays in demonstrating land possession by the Successful Bidder caused due to a Force Majeure as per Article 8 of the Draft PPA, the SCSD may be suitably extended.

3.7 Clearances Required from the State Government and other Local Bodies

3.7.1 Identification of 100% (hundred per cent) land at the time of bid submission.

3.7.2 The Bidders are required to obtain necessary clearances and permits as required for setting up the Wind Power Projects, including but not limited to the following:-

3.7.2.1 No Objection (NOC) / Environmental Clearance (if applicable) for the Project.

3.7.2.2 Forest Clearance (if applicable) for the land for the Project.

3.7.2.3 Clearance from Airport Authority of India (AAI) (if applicable)

3.7.2.4 Approval for Water from the concerned authority (if applicable) required for the Project

3.7.2.5 No Objecton Certificate from Ministry of Defense (MoD), if applicable

The Bidders setting up Projects in the vicinity of Air Force bases / Aerodromes, are advised to apply for necessary MoD clearance / NOC from MoD within 30 days of Effective Date of PPA.

3.7.2.6 Any other clearances as may be legally required, in order to establish and operate the Project.

3.7.3 The above clearances, as applicable for the Project, shall be required to be submitted prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the Bidder shall submit an Undertaking in this regard, and it shall be deemed that the Bidder has obtained all the necessary clearances for establishing and operating the project. Any consequences contrary to the above shall be the responsibility of the Bidder.

3.8 Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)

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

- Earnest Money Deposit (EMD) of Rs. 13 Lakh / MW in the form of Bank Guarantee along with submission of bid.

- Performance Bank Guarantee (PBG) of Rs. 32 Lakh / MW at the time of signing of PPA

3.8.2 On receipt and after successful verification of the Performance Bank Guarantees in the acceptable / prescribed form and execution of PPAs, the Bank Guarantee submitted towards EMD shall be returned by GUVNL to the Successful Bidders.

3.8.3 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 with GUVNL within the stipulated time period, the Bank Guarantee submitted towards EMD shall be encashed by GUVNL as penalty. In case the Wind Project is not selected, GUVNL shall release the EMD within 15 days of closure of e-reverse auction. However, in case of last selected bidder, the provisions of clause 4.4.3 shall apply.

3.8.4 The PBGs shall be valid upto a period of 6 months and with claim period upto 7 months from Scheduled Commencement of Supply Date (SCSD) of the Project. The PBGs will be returned to the Successful Bidders within 45 days after CSD of their Project, after taking into account penalties (if any) due to delay in commissioning as per provisions stipulated in Section 3.12.

(i) Earnest Money Deposit (EMD) of Rs.13 Lakh / MW in the form of Bank Guarantee according to Format 6.3 A and valid for 06 months and with claim period upto 7 months from the last 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 shall have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.

(ii) The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed at Annexure-B in favour of GUVNL.

(iii) Performance Bank Guarantee (PBG): The Bidders selected by GUVNL based on this RfS shall submit Performance Guarantee for a value of @ Rs 32 Lakh / MW at the time of signing of PPA. It may be noted that Successful Bidders shall submit the PBG according to the Format 6.3 B, in favour of GUVNL, for a value @ Rs 32 Lakh / MW with a validity period upto 6 months and with claim period upto 7 months from Scheduled Commencement-of-Supply Date. On receipt and after successful verification of the total PBG in the acceptable prescribed format, the Bank Guarantee submitted towards EMD shall be returned by GUVNL to the Successful Bidder.

(iv) The Selected Bidders shall furnish the Performance Bank Guarantees (PBGs) from any of the Banks listed at Annexure - B to 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 60 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 (if required) may 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. However, in case of the last selected bidder, the provisions of Clause 4.4.3 shall apply.

(vii) The Bank Guarantees (towards EMD and PBG) shall 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 / Succesfull Bidder, as the case may be.

(ix) In order to facilitate the Bidders to submit the Bank Guarantees as per the prescribed format and in line with the requirements, checklist in Annexure-A has been attached. The 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.

3.9 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; However, in case of last selected bidder, the provisions of clause 4.3.3 shall apply.

(iii) If after date of issuance 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 Selected Bidder fails to furnish the required Performance Bank Guarantee in accordance with Section 3.8.

3.10 Power Purchase Agreement

3.10.1 A copy of Draft Power Purchase Agreement, to be executed between GUVNL and the Successful Bidder or its subsidiary Special Purpose Vehicle (SPV), as defined under section 3.4 of this RfS, has been provided by GUVNL along with this RfS. The PPA shall be signed within 60 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. Subsequent extension in this timeline (if required) may be finalized and agreed by GUVNL. The PPA will be executed between GUVNL and the Selected Bidders which shall be valid for a period of 25 years from the date of SCSD or from the rescheduled date of commencement of supply to the extent of extension given by the GUVNL on the grounds which are beyond control of the power producer.

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

3.10.3 Power Generation by Successful Bidder

(i) **Criteria for Generation:**

The Successful Bidder shall declare the annual CUF of their Project at the time of signing of PPA and the same will be allowed to be revised once within first three years of CSD. The declared annual CUF shall in no case be less than 22%. The Successful Bidders shall have to maintain generation so as to achieve annual CUF within + 20% and -20% of the declared CUF during the PPA duration of 25 years. The lower limit will, however, be relaxable by GUVNL to the extent of non-availability of grid for evacuation which is beyond the control of the Successful Bidder. For the first year of operation of the Project, the annual CUF shall be calculated for the complete year after CSD of the Project and subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year. Similarly, for the last year of operation of the Project, the annual CUF shall be calculated for the complete calendar year before the expiry of the PPA.

(ii) **Shortfall in Generation:** If for any Contract Year, it is found that the Successful Bidder has not been able to generate minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the Successful Bidder, on account of reasons solely attributable to the Successful Bidder, such shortfall in performance shall make the Successful Bidder liable to pay the compensation @ 50% (fifty per cent) of the PPA tariff to GUVNL. This will, however, be relaxable by GUVNL to the extent of grid non-availability for

evacuation (beyond the Delivery Point) which is beyond the control of the Successful Bidder. This compensation shall be applied to the amount of shortfall in generation during the Contract Year.

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

(iii) **Excess Generation:** In case the generation is over and above 20% of declared annual CUF, the Successful Bidder will be free to sell it to any other entity provided first right of refusal will vest with GUVNL. GUVNL shall provide refusal within 15 days from the confirmation of receipt of the request by GUVNL, beyond which it would be considered as deemed refusal. In case GUVNL purchases the excess generation, the same may be done at PPA tariff. The Successful Bidder may also sell the power which was offered on day ahead basis to the GUVNL within the limit of +20% of declared CUF, but not scheduled by the GUVNL, to any third party or power exchange without requiring NOC from the GUVNL.

(iv) **Generation Compensation in offtake constraints due to grid unavailability beyond Delivery Point -** During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability beyond Delivery Point the power is not evacuated, for reasons not attributable to the Successful Bidder. In such cases the generation compensation shall be addressed by GUVNL in following manner:

Duration of Grid unavailability beyond Delivery Point	**Provision for Generation Compensation**
Grid unavailability (beyond Delivery Point) beyond 50 Hrs. in a contract year as defined in the PPA:	Generation Compensation = ((Tariff X RE power (MW) offered but not scheduled by Procurer)) X 1000X No. of hours of grid unavailability However, in the case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.

(v) **Offtake Constraints Due to Back down-** The Successful Bidder and GUVNL shall follow the forecasting and scheduling process as per the regulations in this

regard by the GERC / CERC. In case the plant is available to supply power but the off take of power is not done by the Procurer, 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 as per the Clause 5.2(u) of India Elecricity Gird Code (IEGC). Accordingly, no Wind Power Plant, duly commissioned, should be directed to back down by a DISCOM / Load Dispatch Centre (LDC). In case such eventuality of Back down arises, except for the cases where the Back down is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Generator shall be eligible for payment from the Procurer, corresponding to the reduced off take, in terms of following manner:

Duration of Back down	**Provision for Generation Compensation**
Reduced off-take beyond 50 hours in a year, as defined in the PPA:	Generation Compensation = ((Tariff X RE power (MW) offered but not scheduled by Procurer)) X 1000 X No. of hours of Reduced Offtake However, in the case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.

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 of up to the contracted capacity and the quantum of power scheduled by the procurer.

3.10.4 The Successful Bidders shall be free to operate their projects after expiry of the PPA term of 25 years, if other conditions like land lease etc., permits. However, any extension of the PPA period beyond the term of 25 years shall be through mutual agreements between the Successful Bidder and GUVNL.

3.10.5 The Power Producer will be free to re-power their Plant(s) from time to time during the PPA duration as per the Gujarat Renewable Energy Policy, 2023 and its amendments / extensions, if any.

3.11 Financial Closure or Project Financing Arrangements

The Successful Bidder shall report tie-up of Financing Arrangements along with documentary evidence(s) thereof for the Project(s) within 7 months from the date of

execution of PPA. The Successful Bidder shall submit a certificate / necessary documents from the concerned financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity.

An extension for the attainment of the Financial Closure can however be considered by GUVNL, on the sole request of the Successful Bidder, on advance payment of extension charges of Rs. 1,000/- per day per MW. In case of any delay in depositing this extension charge, the Successful Bidder has to pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI MCLR (1Year). This extension will not have any impact on the SCSD. Any extension charges paid so, shall be returned to the Successful 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.

3.12 Commissioning and Penalty for delay in commissioning

3.12.1 The Commissioning of the Projects shall be carried out by the Successful Bidder, in line with the Procedure elaborated in the Draft PPA**.**

a) "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 and submit the same to GUVNL prior to actual commissioning of the Project in accordance with the applicable Rules / Orders / Regulations." Further, the Successful Bidder shall have to submit evidence of clear possession of Project Site on or before the SCSD for which the Successful Bidder shall provide documents / Lease Agreement to establish possession/ right to use 100% (hundred per cent) of the required land in the name of the Successful Bidder or its Affiliate. In case the land is in the name of Affiliate, the land should be transferred in the name of Successful Bidder prior to the SCSD. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or GUVNL, in case of default of the Successful Bidder. For lease of Government land, if the lease is not available upfront for the entire term of the PPA, then the Successful Bidder shall be required to give an undertaking stating that they shall be solely responsible for securing the extension of required land for the balance period of term of PPA. For lease of private land, the lease period shall cover the entire term of PPA. Sworn affidavit from the authorized person of the Successful Bidder listing the details of the land and certifying total land required for the Project under clear possession of Successful Bidder shall be submitted by the Successful Bidder on or before SCSD.

b) In addition to above, the Successful Bidders shall have to submit Connectivity Agreement with STU (GETCO) / CTU, as the case may be and requisite approval

for evacuation of power confirming technical feasibility of connectivity of the Wind Power Project upto the Delivery Point.

c) The Succesful Bidders shall have to obtain approval of the Chief Electrical Inspectorate of the respective State Government for commissioning of the transmission line and installation of all requisite components for the wind project at the Project Site.

d) Commissioning Certificates shall be issued by the State Nodal Agency i.e. GEDA for Intra-State Projects or Representatives / Agency authorized by GUVNL for Inter-State Projects after successful commissioning of Project in accordance with the applicable Rules / Regulations.

3.12.2 Part Commissioning: Part commissioning of the Project shall be accepted by GUVNL subject to the following conditions:-

3.12.2.1 The minimum capacity for acceptance for first part commissioning shall be 10 MW (Intra State Projects) / 50 MW (Inter State Projects) or 50% of the allocated capacity, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. The SCSD (Schedule Commencement of Supply Date) will not get altered due to part-commissioning.

3.12.2.2 In case of part-commissioning of the Project, land corresponding to the part capacity being commissioned, shall be required to be demonstrated by the WPG prior to declaration of commissioning of the said part capacity.

3.12.2.3 Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCSD or from the rescheduled date of commencement of supply to the extent of extension given by the GUVNL on the grounds which are beyond control of the power producer.

3.12.3 Early Commissioning: The Successful Bidder shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCSD subject to the availability of transmission connectivity and General Network Access (GNA)) or long term access (LTA). In case of early part commissioning, the Procurer may purchase the generation at the PPA tariff.

In case of early part or full commencement of supply of power, the Power Producer shall give fifteen (15) days advance notice to the Procurer regarding the advance commissioning of full or part capacity. The Procurer shall give acceptance for availing such power within 15 days from the date of service of notice. In case, the Procurer do not give acceptance to purchase power within the stipulated period, the developer can sell the power to the extent not accepted by the Procurer in the power exchanges or through bilateral arrangements.

3.12.4 Penalty for Delay in Commissioning:

3.12.4.1 The Project shall be commissioned by the Scheduled Commencement-of-Supply Date, failing which the Successful Bidder shall be liable to penalty as specified herein. The maximum deadline allowed for commissioning of the full Project Capacity with applicable penalty / liquidated damages, shall be limited to the date as on 180 days from the SCSD or the extended SCSD (if applicable). In case of failure to achieve this milestone, GUVNL shall encash the Performance Bank Guarantee (PBG) on per day basis and proportionate to the balance Capacity not commissioned.

3.12.4.2 In case, the Commissioning of the Project is delayed beyond this period , the Power Producer's Event of Default as per Article 10.2.1 of PPA shall be considered to have occurred and the PPA capacity shall stand reduced / amended to the Capacity Commissioned till such period as mentioned above (i.e. SCSD + 180 days) and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Contracted Capacity.

3.12.4.3 The generator shall be debarred from participating in the bids by any procurer or any intermidiary procurer for the following period:

(i) For one year, in case of first default

(ii) For not less than 2 years, and not more than 3 years for second and any subsequent defaults.

Starting date of the above debarment period shall be the date of debarment as notified by GUVNL.

3.12.4.4 The Successful Bidder further acknowledges that the amount of the Liquidated Damages as mentioned hereinabove is a genuine and reasonable pre-estimate of the damages that may be suffered by GUVNL as specified under this Agreement.

3.13 Commencement-of-Supply Date (CSD):

Commencement-of-Supply Date (CSD) shall be the date as certified by GEDA in case of projects is located in Gujarat or Representatives / Agency authorized by GUVNL in case of projects 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 at least 10 days in advance for the same.

3.14 Minimum Paid up share capital to be held by Project Promoter

i) The Bidders / Successful Bidders developing the Project shall provide complete information in their bid in reference to RfS about the Promoters and their shareholding in the company indicating the Controlling Shareholding before signing of PPA with GUVNL.

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

iii) After execution of PPA, the controlling shareholding in the Company / Consortium developing the project shall be maintained for a period of (1) one year after CSD of the project. Thereafter, any change can be undertaken under intimation to GUVNL. Transfer of controlling the shareholding within the same group of companies will however be allowed after CSD, with the permission of GUVNL, subject to the condition that, the management control remains within the same group of companies.

iv) 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.

v) 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 plus 18% GST as Facilitation Fee (non-refundable) shall be deposited by the Successful Bidder to GUVNL. However, the new entity should be of the same financial strength as the Successful Bidder.

3.15 Structuring of the Bid Selection Process

Single stage, double envelope bidding followed by 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 below.

3.16 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 the RfS.

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

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 3.8) in the form as per Format 6.3 B.

5. Board Resolution, 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 networth 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 (iii) of RFS.

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 the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM), as updated until SCSD of the Project. Final details of the same shall be submitted prior to commissioning of project.
8. Disclosure as per Format 6.6
9. Tie-up of Financing Arrangements within 7 months from the date of PPA.
10. Commitment to Financial Closure as per Format 6.8
11. 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 / Wind 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 / Wind 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 as on a date within 30 days prior to the last date of bid submission.

    iv) Documents containing information about the Promoters 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 3.14. 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.

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 Networth of the bidder per MW of quoted capacity as on date of financial year ending i.e. 31.03.2023 or 31.12.2023 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 networth of the Bidder as on date of financial year ending is not meeting the criteria as per Clause 3.4.4, 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.

In case a bidder submits the Net-worth credentials 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 contributed by such Parent / Affiliate in line with Clause 3.4.4 of the RFS and as per Format 6.4.

3.17 Important Notes and Instructions to Bidders

i) Wherever information has been sought in specified formats, 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) Bidders shall be shortlisted based on the declarations made by them as per relevant provisions of RfS.

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 3.8.

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 3.19. 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 specified formats will be liable for rejection.

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) Only GERC and/ or Gujarat High Court shall have exclusive jurisdiction in all matters pertaining to this RfS.

3.18 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 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 3.19 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. The Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not 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.

l. Conditional bids shall be summarily rejected.

3.19 Method of Submission of Response to RfS by the Bidder

A. Documents to be Submitted Offline (in Original)

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

i. **Pass-Phrase Envelope-1**: Containing Pass Phrase for Technical Bid duly stamped and signed by the authorized signatory in sealed envelope

ii. **Pass-Phrase Envelope-2**: Containing Pass Phrase for Financial Bid duly stamped and signed by the authorized signatory in sealed envelope.

iii. **Bank Guarantee towards EMD** as mentioned in the Bid Information Sheet (as per Format 6.3A). One EMD may be submitted for the cumulative capacity quoted by the bidder.

→ 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 bid submission. The 2-day duration will be counted from the date of bid submission.

→ For e.g., if the bid submission deadline is 18:00 hrs on 22.04.2023, the above deadline will expire at 18:00 hrs on 24.04.2023. 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.

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

→ No documents will be accepted in person, on or before the date of bid submission.

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

Response to RfS for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 300 MW grid connected Wind Power Projects (Phase VII) with 'Greenshoe Option' of additional upto 300 MW	
Capacity of Project	***_____MW***
No. of Locations Bid for	
RfS Reference No.	***RfS No. GUVNL / 300 MW / Wind (Phase VII) dtd***
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)**

	Gujarat Urja Vikas Nigam Ltd **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-C and D. 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"

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

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.

2. "Financial Bid"

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

vi) 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) Wherever mentioned, the Bidder must clearly indicate the Category under which the respective Project is being proposed. In case of any discrepancy, the Bid will be liable for rejection.

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

3.20 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.

3.21 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.

3.22 Clarifications / Pre-Bid meeting / Enquires / Amendments

i) Clarifications / doubts, if any, on RfS document may be emailed and/or through https://www.bharat-electronictender.com and/or at the email addresses of designated officials of GUVNL as mentioned in the Bid Information Sheet.

ii) GUVNL will make best efforts to respond to the same in the Pre Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and GUVNL's response will be uploaded on GUVNL's website as well as ETS's website https://www.bharat-electronictender.com If necessary, amendments, clarifications, elaborations shall be issued by GUVNL which will be notified on GUVNL / ETS websites. No separate reply / intimation will be given for the above, elsewhere.

iii) A Pre-Bid Meeting shall be held as mentioned at the Bid Information Sheet.

3.23 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.

3.24 Pre and Post LOI Compliance

Timely completion of all milestones i.e. signing of PPA, achievement of Financial Closure, obtaining necessary clearances, satisfaction of conditions subsequent, commissioning, etc. will be the sole responsibility of the Succesful Bidders. GUVNL shall not be liable for issuing any intimations / reminders to the Successful Bidders for timely compliance of milestones and/or submission of compliance documents.

Any checklist shared with the Bidders / Succesful Bidders by GUVNL for compliance(s) of milestones are for the purpose of Bidders' 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 Hon'ble GERC. The details of bid evaluation procedure and selection of bidders is described in this Section.

4.2 Techno-commercial Evaluation of bidders

A. Technical Bid Evaluation (Step-1):

i. The Technical Bid submitted online of only those Bidders will be opened by GUVNL whose required documents as mentioned at Section 3.19 B 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 un-opened, if super-scribed properly with address, to the Bidder.

iii. Subject to Section 3.19, 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 Bidders to ensure that the email-id of the authorized signatory of the Bidders is functional. The Bidders 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 Bidders shall be scrutinized to establish Techno- Commercial eligibility as per RfS.

B. 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 Reverse Auction.

i) Only those bidders whose technical bids are found to be qualified for evaluation in Step-2.

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 it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is ₹2.372, then it shall be considered as ₹2.37).

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 Wind Power Projects short-listed is lower than or equal to 300 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 Hon'ble 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 the 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 the 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. 2.10 (Tariff in Rs./ kWh)	*L1*
B5	Rs. 2.20 (Tariff in Rs./ kWh)	*L2*
B1	Rs. 2.25 (Tariff in Rs./ kWh)	*L3*
B4	Rs. 2.25 (Tariff in Rs./ kWh)	*L3*
B2	Rs. 2.30 (Tariff in Rs./ kWh)	*L4*
B3	Rs. 2.40 (Tariff in Rs./ kWh)	*L5*
B7	Rs. 2.50 (Tariff in Rs./ kWh)	*L6*
B6	Rs. 2.60 (Tariff in Rs./ kWh)	*L7*
B10	Rs. 2.90 (Tariff in Rs./ kWh)	*L8*
B9	Rs. 3.00 (Tariff in Rs./ kWh)	*L9*
B11	Rs. 3.00 (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. The reverse auction shall be carried out as specified in the "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 In Case ST ≤ 300 MW, SE = 0.8 x ST

In Case ST > 300 MW, SE = 0.8 x ST subject to maximum eligible capacity being 300 MW

Total eligible bidders for e-Reverse Auction

In case (0.8 x ST) ≤ 300 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

In case (0.8 x ST) > 300 MW – The lowest ranked bidder i.e. the bidder quoting the highest tariff (H1 Bidder) shall be eliminated at this stage and remaining 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-1

Note:-

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

The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 300 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 minutes (thirty minutes) with a provision of auto extension by five minutes from the scheduled / extended closing time if any fresh bid is received in last five minutes of auction period or extended auction period. Such auto extension shall be effected only if eduction in tariff by 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+2%

(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+2%.

(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 is effected during last five 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 (300 MW) is exhausted. The bidders who fall within the range of (and including) the lowest tariff (L1 tariff)+2% 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.

4.4.3 In case of the last Selected Bidder, if the balance project capacity is less than the total project capacity mentioned 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 25 MW / 50 MW, as the case may be.

Provided, in case the partial capacity (balance capacity till the total capacity of 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 (LOI) 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 300 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.

4.4.4 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.

4.4.5 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.

The allocation of additional upto 300 MW capacity through 'Greenshoe Option' shall be as per Clause 3.3.5 of RFS.

4.4.6 At the end of selection process, Letter of Intent (LOI) may be issued to all the Successful Bidders. 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 300 MW at its discretion, if the prices are abruptly high. Additionally, the discretion for allotment / non-allotment of additional capacity upto 300 MW 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 located in the Gujarat. This may include facilitation in the following areas:-

- Co-ordination among various State and Central agencies for speedy implementation of projects (for both Intra-State as well as Inter-State Projects)
- Facilitating land allotment by way of issuance of support letter / endorsement letter (if required) to the Successful Bidders to be furnished before Revenue Dept and/or Collector for use of revenue land for setting up the Wind Project.
- Issuance of commissioning certificates after due verification of documents relating to land acquisition as per Clause 3.6 of RfS and connectivity with GETCO / CTU and verification of technical specifications of wind project as per RLMM notified by MNRE updated until SCSD of the Project. While certifying commissioning, GEDA shall ensure that all equipments as per rated project capacity has been installed and energy has flown into the grid.

Carry out the site survey and issuance of elevation certificate for attaining the No Objection Certificate (NoC) from Ministry of Defence.

5.2 Role of GETCO / CTU

It is envisaged that the 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, GETCO / CTU shall coordinate with the concerned agencies for grant of connectivity.

5.3 Performance Monitoring

All Wind Power Projects shall comply the Grid Code and Regulations made thereunder. All Wind Power Projects shall install necessary equipment to continuously measure wind resource data and other weather parameters and electrical parameters from each wind turbine. They will be required to submit this data to National Institute of Wind Energy, GUVNL and GEDA / similar State Nodal Agency 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, GETCO and GEDA to the remote monitoring portal of the power plants on a 24X7 basis.

The selected bidders shall submit Quarterly Report (in the month of February, May, August and November) showing specific status for the following milestones:

i. Application of registration of project with GEDA
ii. Financial closure
iii. Connectivity application
iv. EPC contract
v. Wind turbine supply agreement
vi. Land acquisition
vii. Civil work completion
viii. Erection of wind mill
ix. Commissioning

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 3.8, 3.16, 3.19 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 submission of Financial Bid (Formats 6.7)

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

x) Check List for Bank Guarantees (Annexure-A)

xi) List of Banks (Annexure-B)

xii) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-C)

xiii) Terms & Conditions of Reverse Auction Procedure (Annexure-D)

The Bidders 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 / 300 MW / Wind (Phase VII) dated 24.01.2024 for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 300 MW grid connected Wind Power Projects (Phase VII) with 'Greenshoe Option' of additional upto 300 MW

Dear Madam,

We, the undersigned ……. [insert name of the 'Bidder'] have read, examined and understood in detail the RfS No. GUVNL / 300 MW / Wind (Phase VII) dated 24.01.2024 & Addenda / Corrigenda thereto, if any including Qualification Requirements in particular, terms and conditions of the Draft PPA for supply of power to GUVNL for 25 years from SCSD of the project or from the rescheduled date of commencement of supply to the extent of extension given 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 our Wind Project at the following location(s):-

	Capacity (MW)	*Location (Village, Taluka, Dist.)*	*CUF%*	*Sub-station Details*	*OEM & EPC Contractor / WTG Manufacturer / Developer*
01					
02					

(Note: 1. The bidder must ensure the project capacity mentioned is more than or equals to 25 MW (Intra State) / 50 MW (Inter State)

Note 2. Bidders may indicate either single CUF% for the entire capacity of the Project OR may choose to provide different CUF% for different locations

Note 3. Delete/Insert the rows as applicable, and number the locations accordingly)

1. We give our unconditional acceptance to the RfS dated 24.01.2024, Draft PPA and Addenda & Corrigenda 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 the PPA, failing which the provisions of relevant Sections of the RfS / relevant Articles of PPA shall be applicable.

2. We hereby declare that we have requisite OEM / EPC tie-up for Design, Engineering, Supply & Procurement, Construction, Operation & Maintenance, etc. for our proposed Wind Project with M/s _____, M/s _____ and M/s _____ We further declare that we shall develop our proposed project from either of the aforesaid OEM / EPC Contractor / WTG Manufacturer and we undertake not to change the same after our bid submission. (Note: *Since minimum 3 names are to be declared, but if more names are to be given then a separate list may be attached*).

3. We hereby declare that the Project Capacity, for which the bid is being submitted by us, has already been commissioned by us, and, for the same, we have not suo-moto terminated any already signed PPAs with Renewable Energy Implementing Agencies as identified by the MNRE and/or State-owned Distribution Company (DISCOM) for participating in this RfS under Clause 1.3.2 of the RfS. *(applicable only in case of already commissioned Projects)*.

4. Earnest Money Deposit (EMD): - (Please read Section 3.8 carefully before filling) We have enclosed EMD of Rs……./- (Insert Amount) in the form of Bank Guarantee No……. [Insert BG number] dated ……. [Insert date of BG] as per Format 6.3A from ……. [Insert name of bank providing BG] and valid up to…….in terms of Section 3.8 of this RfS. The total capacity of the Wind Power Project offered by us is ……. MW.

5. 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 stipulated time as mentioned in 3.8, respectively on issue of LOI by GUVNL for the Project and/or we are not able to sign PPA with GUVNL within 1 month from date of issue of LOI or within 10 days from the adoption of tariff by GERC, whichever is later or 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.

6. 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.

7. We hereby declare that during the selection process, in the event our Project happens to be the last Project and GUVNL offers a capacity which is less than our quoted capacity due to overall bid capacity limit and such offered capacity is greater than or equal to 50% of our quoted capacity, we shall accept such offered capacity.

8. 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.

9. 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.

10. 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 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 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.

11. We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity within the period of SCSD of the Project. In the event of delay in commissioning, the provisions of Section 3.8 & 3.12 of the RfS / relevant Articles of PPA shall be applied. Further, the project shall not be considered as commissioned unless the connectivity with STU (GETCO) / CTU grid is established, requisite land is in our name and GEDA or Representatives / Agency authorized by GUVNL issues certificate of commissioning.

12. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.

13. 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.

14. 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.

15. 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).

16. 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: ……

17. 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 _, 2024

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 response to RfS No. GUVNL / 300 MW / Wind (Phase VII) dated 24.01.2024 and Addenda / Corrigenda thereto, if any.

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 the cumulative capacity of …….. MW [Insert cumulative Project capacity proposed] for Procurement of up to 300 MW of Power from grid- Connected Wind Power Projects for long term basis, in response to the RfS No. GUVNL / 300 MW / Wind (Phase VII) dated 24.01.2024 and Addenda / Corrigenda thereto, if any issued by 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. 13 Lakhs 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 3.8 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 3.8 of this RfS]. GUVNL shall be entitled to invoke this Guarantee till……[insert date of expiry of claim period in accordance with Section 3.8 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, 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 [Date to be inserted on the basis of Section 3.8 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 _, 20

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 B of the RfS.
3. The Bank Guarantee shall be strictly as per format and any deviation / addition in the text of Bank Guarantee shall make the bidder's bid liable for rejection
4. Bank details of GUVNL for SFMS Confirmation regarding issuance of BG :

   Name of Bank – State Bank of India

   Bank Account No. – 10565103714

   IFSC Code - SBIN0001946

FORMAT- 6.3 B

Format for Performance Guarantee for Wind 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, at ……[Insert name of the place] for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 300 MW grid connected Wind Power Projects to be setup anywhere in India(Phase VII) with 'Greenshoe Option' of additional upto 300 MW, in response to the RfS no. GUVNL / 300 MW / Wind (Phase VII) dated 24.01.2024 and Addenda / Corrigenda 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 Wind 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 derived on the basis of Rs. 32 Lakh per MW of capacity awarded] 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…….. (date should be 6 months from SCSD) 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 [Total Value derived on the basis of Rs. 32 Lakh per MW of capacity awarded].

Our Guarantee shall remain in force until…….. (date should be 6 months from SCSD) and GUVNL shall be entitled to invoke this Guarantee till ……. (date should be 1 month from date of validity i.e. 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, 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 …….. (date

should be 6 months from SCSD) with claim period till ..... (date should be 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 _, 20

Witness:

1. ..... Signature

Name and Address

2. ..... Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Bank Guarantee shall be executed by any of the Bank from the List of Banks mentioned in Annexure B of the RfS**.**
3. The Bank Guarantee shall be strictly as per format and any deviation / addition in the text of Bank Guarantee shall make the bidder's bid liable for rejection
4. Bank details of GUVNL for SFMS Confirmation regarding issuance of BG :

   Name of Bank – State Bank of India

   Bank Account No. – 10565103714

   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 / 300 MW / Wind (Phase VII) dated 24.01.2024 and Addenda / Corrigenda thereto, if any for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 300 MW grid connected Wind Power Projects to be setup anywhere in India (Phase VII) with 'Greenshoe Option' of additional upto 300 MW including signing and submission of all documents and providing information / response to RfS to 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 Networth credientials of M/s_____ (Affilate) for participating in GUVNL's RfS No. GUVNL / 300 MW / Wind (Phase VII) dated 24.01.2024

4. **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 networth is used)

[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 and _____ 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 / 300 MW / Wind (Phase VII) dated 24.01.2024 and Addenda / Corrigenda thereto, if any issued by GUVNL.

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 300 MW grid connected Wind Power Projects to be setup anywhere in India through Competitive Bidding Process (followed by reverse e-auction) with additional 300 MW capacity under 'Greenshoe Option'.

WHEREAS, GUVNL had invited response to RfS vide its Request for Selection (RfS) No. GUVNL / 300 MW / Wind (Phase VII) dated 24.01.2024

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, THIS AGREEMENT WITNESSTH AS UNDER:

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

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

6) The Lead Member, on behalf of the Consortium, shall interalia undertake full responsibility for liaising with the 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

[On Stamp Paper duly notarized]

Disclosure

We hereby declare and confirm that only we are participating in the RfS of GUVNL bearing RfS No. GUVNL / 300 MW / Wind (Phase VII) dated 24.01.2024 and Addenda / Corrigenda 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 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, if any of the above certificates is found false, GUVNL shall take appropriate action as deemed necessary.

We further declare that we and any of our Affiliate including any Consortium Member & any of its Affiliate, their 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 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.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LOI/PPA as applicable, we, i.e. M/s _____(enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by GUVNL for a period of 2 years from the date of default as notified by GUVNL.

We further declare and confirm that project for which we are participating in the RfS No. GUVNL / 300 MW / Wind (Phase VII) dated 24.01.2024 and Addenda / Corrigenda thereto, is not already under any other Central or State Schemes and does not have any obligations towards existing buyers. Further we also declare and undertake that there are no disputes or litigation pending in regard to such project for which the Bidder is participating.

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.

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

Date:

ANNEXURE TO FORMAT- 6.6

Declaration

Restriction on procurement from Certain Countries

(in accordance with O.M. No. 6/18/2019-PPD dated 23.07.2020 issued by Dept. of Expenditure, Ministry of Finance including subsequent amendments and clarifications thereto.)

(To be submitted on the Letter Head of the Bidding Company/Each Member of 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 / 300 MW / Wind (Phase VII) dated 24.01.2024 for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 300 MW grid connected Wind Power Projects to be setup anywhere in India (Phase VII) with 'Greenshoe Option' of additional upto 300 MW

Dear Madam,

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, I / We hereby submit the following declaration:-

I / We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I / We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I / We 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].

I / We further declare that the above statement is true & correct.

I / 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 , 2024

Thanking you,

Yours faithfully,

(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 / 300 MW / Wind (Phase VII) dated 24.01.2024 for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 300 MW grid connected Wind Power Projects to be setup anywhere in India (Phase VII) with 'Greenshoe Option' of additional upto 300 MW

Dear Madam,

I/ We,

(Applicant's name) enclose herewith the Financial Proposal for

Selection of my / our firm for a cumulative 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 & Project Commissioning

[(On Stamp Paper duly notarised)

Commitment to Financial Closure

We hereby undertake in line with Clause 3.11 under the title "Financial Closure" that the following details shall be furnished within 07 (seven) 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

We further undertake that 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 3.11 have been paid.

Commitment to Project Commissioning

We hereby undertake in line with Clause 3.6, 3.7 and 3.11 that the following details shall be furnished prior to Commissioning of the Project:-

- Connectivity Agreement with STU (GETCO) and/or CTU, if applicable and requisite consent for Power Evacuation from STU (GETCO) and/or CTU, if applicable confirming technical feasibility of connectivity of the Wind Power Project upto the Delivery Point.
- Sworn affidavit (duly Notarized) from the authorized signatory of the Successful Bidder listing the details of the land (survey no., location ID, area of land, type of land – revenue wasteland or private, date of allotment order or sale deed as the case may be, location details viz. village, Taluka, district, etc.) and certifying that total land required for the Project is under clear possession of the Successful Bidder.
- Developer Permission and/or Transfer Permission (if applicable) issued by GEDA / similar permission issued by concerned State Nodal Agency along with key-plan drawing
- Chief Electrical Inspectorate of the respective State approval / inspection report for installation of all components required for the Wind Project

- Chief Electrical Inspectorate of the respective State approval for charging of WTGs and associated transmission line
- Clearances -
  - **(i)** No Objection Certificate / Environmental clearance (if applicable) for the Project.
  - **(ii)** Forest Clearance (if applicable) for the land for the Project.
  - **(iii)** Clearance from Airport Authority of India, if required
  - **(iv)** Approval for Water from the concerned authority (if applicable) required for the Project.
  - **(v)** No Objection Certificate from Ministry of Defense, if applicable
  - **(vi)** Information about the wind turbines proposed to be installed in the project. (Note: The technology adopted as per latest available RLMM list updated until SCSD of the Project).

We further undertake that failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Bank Guarantee.

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

Date:

Annexure – A: 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 – B: List of Banks

(As per Finance Dept. GR No. FD/MSM/e-file/4/2023/0057/D.M.O. dated 21.04.2023 and further Corrigenda / Amendments (if any) from time to time**)**

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

(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. A U Small Finance Bank
2. Ahmedabad Mercantile Co-operative Bank Ltd
3. Axis Bank
4. Bandhan Bank
5. BNP
6. City Union Bank
7. CSB Bank
8. DBS Bank India Ltd
9. DCB Bank
10. Equitas Small Finance Bank
11. Federal Bank
12. HDFC Bank
13. HSBC Bank
14. ICICI Bank
15. Indusland Bank
16. Kalupur Commercial Co-Operative Bank Ltd.
17. Karnataka Bank
18. Karur Vysya Bank
19. Kotak Mahindra Bank
20. Nutan Nagarik Sahakari Bank Ltd.
21. Rajkot Nagarik Sahakari Bank Ltd
22. Saraswat Co-operative Bank
23. Saurashtra Gramin Bank
24. Standard Chartered Bank
25. South Indian Bank
26. SVC Co-Operative Bank Ltd.
27. Tamilnadu Mercantile Bank
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. Utkarsh Small Finance Bank

Annexure – C: 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://https://www.bharat-electronictender.com which is being used by various Bidding Agencies of Central Government such as SECI, NTPC, etc..

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 III
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
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 III, 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*** *(From 1000 HRS to 1200 HRS on all Working Days i.e. Monday to Friday except Government Holidays)* ***Emergency Mobile Numbers: +918287663763***
Email-ID	***support@isn-ets.com*** ***[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 / Corrigendum

In addition to the above, the bidders are required to submit certain documents physically offline also as per Section 3.19 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.

Internet Connectivity

If bidders are unable to access ISN-ETS's e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option.

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 ElectronicForms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms® and the corresponding Main- Bid. For transparency, the information submitted by a bidder in the Electronic Forms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms® 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 ElectronicForms® and the 'Main- Bid', the contents of the ElectronicForms® shall prevail.

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words 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 III 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 ine-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.

Pre-requisites for participation

- 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 – D: Terms & Conditions Of 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. The Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. The 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 ETS.
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. The reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. The 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 Bidders 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. The 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 of LOI, signing of PPA etc. would be transacted directly between successful bidder(s) and GUVNL.

f) LOI shall be placed outside the ETS e-portal & further processing of the LOI shall 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 Annexure C 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

11. 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

Sl. No.	Parameter	Value
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
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. The 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.

The 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 the Bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.