Request for Selection (RfS) Document

For

Selection of Solar Power Developers

For

Setting up of 1200 MW ISTS-connected Solar PV Power Projects Anywhere in India under Tariff-Based Competitive Bidding

RfS No.: SJVN/CC-Delhi/REIA/2024-25/SOLAR-2
Tender Search Code (TSC): SJVN-2024-TN000005

ISSUED BY:

SJVN Limited
(A Joint Venture of Govt. of India & Govt. of Himachal Pradesh)
Contracts & Procurement Section, REIA,
6th Floor, Tower No. 1, Office Block,
NBCC Complex, East Kidwai Nagar, New Delhi-110023
Website: www.sjvn.nic.in,
Email Id: contracts.reia@sjvn.nic.in
CIN No. L40101HP1988GOI008409

DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of SJVN Ltd immediately.

2. If no intimation is received from any bidder within 21 (Twenty-one) days from the date of issuance of RfS documents, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).

3. SJVN Ltd. reserves the right to modify, amend or supplement this document.

4. This RfS document has been prepared in good faith and on best endeavour basis. Neither SJVN Ltd. 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 document, even if any loss or damage is caused by any act or omission on their part.

5. In case of any discrepancy in the documents uploaded on the websites of SJVN Ltd, ISN-ETS and CPPP, the documents uploaded on the ISN-ETS website will prevail.

Place: New Delhi **Date**: 30.04.2024

SECTION 1:

INVITATION FOR BIDS

SECTION-I: INVITATION FOR BIDS

1.1 INTRODUCTION:

1.1.1 SJVN Limited (hereinafter referred as "SJVN/Renewable Energy Implementing Agency") is a Joint Venture of Govt. of India & Govt. of Himachal Pradesh and a Mini Ratna, Category-I and Schedule –'A' CPSE under administrative control of Ministry of Power, Govt. of India.

1.1.2 SJVN has been designated as Intermediary Procurer/Renewable Energy Implementing Agency (REIA) vide Office Memorandum F. No. 283/33/2020-GRID SOLAR dt 24th April 2023 issued by Ministry of New and Renewable Energy (MNRE), Govt of India.

1.1.3 Ministry of Power, Govt. of India has issued "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Projects vide the Gazette of India Notification No 27/01/2023-RCM dated 28.07.2023, including subsequent amendments and clarifications thereto.

1.1.4 This RfS document has been prepared in line with the above Guidelines issued by MNRE, including its subsequent amendments and clarifications.

1.1.5 As part of the above scheme, SJVN hereby invites proposals for **"Selection of Solar Power Developers for setting up of 1200 MW ISTS-connected Solar Power Projects anywhere in India under Tariff-Based Competitive Bidding"**. SJVN shall enter into a Power Purchase Agreement (PPA) with the successful Bidders selected based on this RfS for purchase of Power for a period of 25 years based on the terms, conditions and provisions of the RfS and PPA. The standard PPA document is available for download from the ISN-ETS portal https://www.bharat-electronictender.com and SJVN's website www.sjvn.nic.in.

1.1.6 Power procured by SJVN from the above Projects has been provisioned to be sold to the different Buying Entities of India. The details of Buying Entities shall be intimated at a later date. SJVN shall at its discretion be entitled to substitute any entity in other states only for selling the power procured from the selected Bidders. SJVN shall be an intermediary nodal agency/procurer for procurement of power supplied by the Solar Power Developer (SPD)/Solar Power Generator (SPG) and sale of such power to the Buying Entity(ies) entirely on back-to-back basis, based on due performance by the Solar Power Developer (SPD) as well as the Buying Entity(ies).

1.1.7 The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects. The same will nothave any bearing on comparison of bids for selection. As equal opportunity is being providedto 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 SJVN for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. SJVN does not however, give a representation on the availability of fiscal incentive and submission of bid by the bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.

1.1.8 No separate Central Financial Assistance is envisaged for implementation of the Projects selected under this RfS.

1.1.9 The minimum project capacity or contracted capacity that can be offered by the Bidder shall be 50 MW and the maximum project capacity shall be 600 MW. The total cumulative project capacity to be awarded under this RfS shall be 1200 MW.

A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum project capacity of 50 MW and a maximum quantum of 600 MW, in the prescribed formats. However, for Projects located in North-Eastern States and Special Category, the minimum project capacity that can be offered by a Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company, shall be 30 MW. The project capacity shall be quoted in multiple of 10 MW only.

1.1.10 Project Capacity or Contracted Capacity in MW is the Maximum Power Output (AC) from the Solar Power Project which can be scheduled at the Delivery Point / Inter-Connection point during any time block of the day. A bidder can offer projects at multiple locations subject to each project has minimum capacity of 50 MW.

Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.

1.1.11 The Solar projects already under construction or yet to be commissioned or commissioned but selling solar power on short term merchant basis may also be considered for the selection under this tender subject to the condition that these projects have not been accepted under any State or Central Scheme and also do not have obligation to sell the power to any beneficiaries and they are in compliance with provisions of this RfS documents. In such case they will be given the benefit for a longer period of PPA commensurate to the duration between the actual date of commencement of supply of power and schedule commencement of supply date (SCSD). A partial capacity of solar PV Power Plants for which PPA has not been signed can also be offered by the bidder subject to meeting minimum offered capacity requirement of 50 MW.

1.1.12 The bidders will be selected by the process of e-bidding (Single Stage Two Envelope Bidding Process. Envelope-I: Technical Bid and Envelope-II: Financial Bid) to be followed by e-reverse auction process for selection of bidders. For conducting electronic tendering, SJVN is using the portal https://www.bharat-electronictender.com (i.e. ETS Portal) of M/s ISN Electronic Tender Services Ltd. The portal is also referred to as Electronic Tender System® (ETS).

1.2 INVITATION FOR BIDS:

On behalf of SJVN Limited (SJVN/Renewable Energy Implementation Agency(REIA)), ONLINE e-Tender Enquiry under Single Stage Two Envelope Bidding Process (Technical Bid & Financial Bid) are hereby invited from the Solar Power Developers (SPDs) who are

meeting the Qualification Requirements (QR) stipulated at Section IV for **"Selection of Solar Power Developers for setting up of 1200 MW ISTS-connected Solar PV Power Projects anywhere in India under Tariff-Based Competitive Bidding**" on Build-Own-Operate (BOO) basis. SJVN shall enter into a Power Purchase Agreement (PPA) with the successful Bidder(s) selected based on this RfS for purchase of Solar Power for a period of 25 years based on the terms, conditions and provisions of the RfS and PPA. The standard PPA document is available for download from ISN-ETS portal **https://www.bharat-electronictender.com and SJVN's website www.sjvn.nic.in**.

1.3 BID INFORMATION SHEET:

Sr. No.	Description	
1.	RfS No.	**SJVN/CC-Delhi/REIA/2024-25/SOLAR-2**
2.	RfS Date	30.04.2024
3.	Name of Work	Selection of Solar Power Developers for setting upof 1200 MW ISTS-connected Solar PV Power Projects anywhere in India under Tariff-Based Competitive Bidding, on Build-Own-Operate (BOO) basis.
4.	Mode of Tender	Open e-Tender (Single Stage two Envelope system).
5.	Document Fee/Cost of RfS Document (Non-refundable)	Amount: INR 29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST to be submitted through NEFT/ RTGS transfer in the account of SJVN, along with the response to RfS.
6.	Bid Processing Fee	Rs. 15 Lakh + 18% GST for each Project, to be submitted through NEFT/RTGS transfer in the account of SJVN, along with the response to RfS.
7.	Earnest Money Deposit(EMD)	Amount: INR 9,42,000/- (Indian Rupees Nine Lakhs and Forty-Two Thousand only) per MW per Project subject to a maximum of INR 20 Crore to be submitted in the form of Bank Guarantee along with the response to RfS.
8.	Performance Bank Guarantee	As per the RfS document.
9.	Document available fordownloading.	As per NIT on ISN-ETS portal.
10.	Date and Venue of Pre-BidMeeting	10.05.2024 at 11:00 Hrs **Venue:** Conference Room, SJVN Ltd., 6th Floor, Tower No.1, Office Block, NBCC Complex, East

		Kidwai Nagar, New Delhi-110023 (In case of change in venue, the same shall be intimated separately **OR** through Video Conferencing (Link to the Pre-bid meeting is mentioned as below.) In case of change in venue, the same shall be intimated separately. **MS Team Link:** https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTA3NzlhZTgtZTg4ZS00ZjY2LWJlODAtZTJlOGE4MzQxYTMy%40thread.v2/0?context=%7b%22Tid%22%3a%22dadf9410-1403-4b2a-b1b7-610589371a39%22%2c%22Oid%22%3a%220eb83c15-6d7b-441a-8603-bf5f629200a2%22%7d Meeting ID: 410 479 510 508 Passcode: Z7cb4g
11.	Last Date and Time for submission of Online Bids	17.06.2024 till 18:00 Hrs
12.	Last Date and Time for submission of Hard Copy of Documents	20.06.2024 by 18:00 Hrs
13.	Date & Time of Opening of Technical Bid.	21.06.2024 at 11:00 Hrs
14.	Date & Time of Opening of Price Bids.	Shall be intimated to technically qualified bidders.
15.	e-Reverse Auction	Will be informed to eligible bidders. **Date and time of e-RA shall be intimated through email.**
16.	Period of Bid Validity	12 months from the last date of submission of online bids.
17.	CONTACT DETAILS OF ISN-ETS PORTAL	M/s ISN Electronic-Tender Services Pvt. Ltd., Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071, 4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. **Monday to Friday except Govt. Holidays)** Email: support@isn-ets.com

1.4 AVAILABILITY OF RFS DOCUMENT:

1.4.1 The detailed RfS Document shall be available on the ISN-ETS Portal (https://www.bharat-electronictender.com) and on SJVN's website www.sjvn.nic.in (Home Page Tender Management (under Quick Links at the Bottom of Home Page) Location New Delhi).The Notice Inviting RfS shall also be available on CPP portal i.e. http://eprocure.gov.in/cppp/.

1.4.2 It is mandatory to download official copy of the RfS Document from Electronic Tender System(ISN-ETS) Portal to participate in the RfS.

1.4.3 In case of any Clarification (s)/ Amendment(s)/Addendum (s)/Corrigendum (s) to this RfS document, the same shall be issued on the websites www.sjvn.nic.in and ISN-ETS Portal (https://www.bharat-electronictender.com). However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.

1.4.4 Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the above referred websites https://www.bharat-electronictender.com and www.sjvn.nic.in. No separate notifications shall be issued for such notices/ amendments/ clarifications etc. in the print media or any other media individually. Intimation regarding notification on the above shall be updated on www.sjvn.nic.in and the details will be available only from https://www.bharat-electronictender.com.

1.5 BID SUBMISSION:

1.5.1 A Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailedin the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfS. The respective rights of SJVN and the Bidder/SPD shall be governed by the RfS Documents/Agreement signed between SJVN and the SPD for the package.

1.5.2 Interested bidders have to necessarily register themselves on the e-tendering portal https://www.bharat- electronictender.com ("ETS portal") through M/s Electronic Tender.com (India) Pvt Ltd to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they arerequired to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to completethe registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in thesubsequent RfS documents.

1.5.3 Any bidder, who meets the Qualification Requirements stipulated in Section-IV and wishes to submit bid against this RfS, may download the complete RfS document along with its amendment(s) and clarifications if any, from ISN-ETS Portal (https://www.bharat-electronictender.com) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.

1.5.4 For proper uploading of the bids on the ETS portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions

as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited (ETI) directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. SJVN in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

1.5.5 Bidders are required to submit their bids strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.

1.5.6 Bidders should submit their bid proposal complete in all respect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (https://www.bharat-electronictender.com), SJVN website http://www.sjvn.nic.in and as indicated in the Bid Information Sheet.

1.5.7 Bidder shall submit its bid/proposal along with non-refundable RfS Document Fees & Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed Document Fees, Bid Processing Fees and EMD will be rejected. In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.

1.5.8 SJVN shall conduct e-Reverse Auction (e-RA), if required or as per provisions of RfS documents.

1.5.9 SJVN reserves the right to cancel/ withdraw/ defer this invitation for bids/RfS process at any stage without assigning any reason whatsoever and shall bear no liability whatsoever consequent upon such a decision. No bidder/indenting bidder shall have any claim arising out of such action.

1.5.10 SJVN has issued this RfS in the capacity of "Intermediary Procurer" as defined in the aforementioned Guidelines. SJVN may develop a suitable monitoring mechanism, to analyze the performance of the project and carry out random checks to verify compliance of quality standards and SPDs shall provide all necessary support in this respect.

1.6 FOR ANY ENQUIRY/ CLARIFICATION REGARDING THIS TENDER ENQUIRY, THE BIDDER MAY CONTACT:

1. Sh. Prateek Sharma, Deputy Manager (C&P), Contact No. +91-11-61901953 & +919599205851
2. Sh. N. N. Rahul, Senior Manager (REIA), Contact No. +91-11-61901946 & +91-9430296123
3. Sh. Pramod Behera, Senior Manager (REIA), Contact No. +91-11-61901930 & +91-9816613666
4. Sh. Manish Kanth, Deputy General Manager (C&P), Contact No. +91-11-61901906 & +91-9418084303

1.7 CONTACT DETAILS OF ISN- ETS PORTAL

M/s Electronic Tender.com (India) Pvt. Ltd. GurugramContact Person: ISN-ETS Support Team, Customer Support: +91-124- 4229071, 4229072

(From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com

1.8 RFS INVITING AUTHORITY

Deputy General Manager,

Contracts & Procurement Section, REIA,

SJVN Ltd., 6th Floor, Tower No. 1,

NBCC Office Complex, East Kidwai Nagar,

New Delhi-110023, Ph. No.: +011-61901953

E-mail: contracts.reia@sjvn.nic.inVisit us at: www.sjvn.nic.in

Registered Office: SJVN Ltd., CHQ, Shakti Sadan, Shanan, Shimla -171006 (H.P.)
Corporate Identification Number: L40101HP1988GOI008409

----------END OF SECTION----------

SECTION II:

DEFINITIONS

SECTION-II: DEFINITIONS

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

2.1 **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and shall include any modifications, amendments and substitution from time to time.

2.2 **"AFFILIATE"** shall mean a company that, directly or indirectly,

i) controls, or
ii) is controlled by, or
iii) is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly,of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors to the Board of Directors.

2.3 **"APPROPRIATE COMMISSION"** shall mean as defined in the PPA.

2.4 **NOT USED**

2.5 **NOT USED**

2.6 **"BID"** or **"PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the Technical and financial qualifying requirements, along with the price bid/Financial Bid submitted by the Bidder and submissions during the e-Reverse Auctions, if applicable, and all documents/credentials/attachments /annexures etc submitted by the Bidder as part of its response to the RfS issued by SJVN.

2.7 **"BIDDER"** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding 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; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.

2.8 **"BIDDING CONSORTIUM"** or **"CONSORTIUM"** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement.

2.9 **"BID CAPACITY"** shall mean aggregate project capacity of the Solar PV Power Project(s) as proposed by the Bidder.

2.10 **"BUYING ENTITY"** shall mean any Discom/distribution licensee/ Bulk Consumer etc. that requires Solar Power to fulfil its RPO under respective RPO regulation as per the Government of India's orders or notifications, unless otherwise intimated in writing separately.

2.11 **"CAPACITY UTILIZATION FACTOR or CUF"** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2020 as amended from time to time. However, for avoidance of any

doubt, it is clarified that the CUF shall be calculated on the Capacity at the "Delivery / Inter-connection / Metering Point.

For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, CUF= (X MWh/ (Y MW*8766)) X100%.

It may be noted that in the above illustration, the capacity 'Y' MW shall refer to the Contracted Capacity in terms of the PPA.

2.12 **"CHARTERED ACCOUNTANT"** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

For bidders incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country.

2.13 **"COMPANY"** shall mean a body corporate incorporated in India under the Companies Act, 1956/2013 or any law in India prior thereto relating to Companies, as applicable.

2.14 **"COMMERCIAL OPERATION DATE (COD)"** shall mean the date as defined in Clause 6.14 of the RfS.

2.15 **"COMMENCEMENT OF SUPPLY OF POWER DATE (CSD)"** shall mean the actual date of supply of power of the contracted capacity subsequent to COD as defined in Clause 6.14 of the RfS.

2.16 **"CONTRACTED CAPACITY"** shall mean the AC capacity in MW contracted with SJVN for supply by the SPD to SJVN at the Delivery Point from the Project, based on which the PPA is executed with SJVN.

2.17 **"CONTRACT YEAR"** shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:

i) in the financial year in which the Scheduled Commencement of Supply of Date (SCSD) of contracted capacity would occur, the Contract Year shall end on the date immediately before the SCSD and a new Contract Year shall commence once again from the SCSD and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and

ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.

2.18 **"CONTROL"** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.

2.19 **"CONTROLLING SHAREHOLDING"** shall mean more than 50% of the voting shares of the Company or right to appoint majority Directors.

2.20 **"CENTRAL TRANSMISSION UTILITY (CTU)"** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003.

2.21 **"DAY"** shall mean calendar day.

2.22 **"EFFECTIVE DATE"** shall mean the date of signing of PPA.

2.23 **"EQUITY"** shall mean Net Worth as defined in the Companies Act, 2013.

2.24 **"FINANCIAL CLOSURE"** or **"PROJECT FINANCING ARRANGEMENTS"** means arrangement of necessary funds by the SPD towards 100% Project Cost either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance.

2.25 **"GUIDELINES"** shall mean the Guidelines for Tariff Based Competitive Bidding Process for procurement of power from Grid Connected Solar PV Projects" issued by the Ministry of New and Renewable Energy vide F. No 27/01/2023-RCM dated 28.07.2023, including subsequent amendments and clarifications thereto, if any, issued until the last date of bid submission of this RfS.

2.26 **"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) a 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, pension funds and sovereign funds 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.

2.27 **"INTER-CONNECTION POINT/ DELIVERY/ METERING POINT"** shall mean a single point or multiple points at 220kV or above, where the power from the Project(s) is injected into the ISTS Substation (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS document. Metering shall be done

at this interconnection point where the power is injected into. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC/SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

2.28 **"INTERMEDIARY PROCURER"** shall mean a trader who shall aggregate the power purchased from different RE Projects and sell it to the distribution licensee(s).

2.29 **"InSTS"** means Intra-State Transmission System.

2.30 **"ISTS"** means Inter-State Transmission System

2.31 **"INTERESTED PARTIES"** shall mean a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium.

2.32 **"JOINT CONTROL"** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).

2.33 **"LEAD MEMBER OF THE BIDDING CONSORTIUM"** or **"LEAD MEMBER"**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.

Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed until 01 (ONE) year after the SCSD of the contracted capacity.

2.34 **"LETTER OF AWARD"** or **"LoA"** shall mean the letter issued by SJVN to the selected Bidder for award of the Project.

2.35 **"LIMITED LIABILITY PARTNERSHIP"** or **"LLP"** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.

2.36 **"LLC"** shall mean Limited Liability Company.

2.37 **"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.

2.38 **"MONTH"** shall mean calendar month.

2.39 **"NET-WORTH"** shall mean the Net-Worth as defined section 2 of the Companies Act,2013.

2.40 **"PAID-UP SHARE CAPITAL"** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

2.41 **"PARENT"** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.

2.42 **NOT USED.**

2.43 **NOT USED.**

2.44 **"POOLING SUBSTATION/POOLING POINT"** shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected

to a pooling substation from where common transmission system shall be constructed and maintained by the SPD(s) to get connected to the ISTS substation. The voltage level for such common line shall be 220 kV or above. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.

2.45 **"PGCIL"** or **"POWERGRID"** shall mean Power Grid Corporation of India Limited.

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

2.47 **"PSA"** shall mean the Power Sale Agreement signed between SJVN and Buying Entity according to the terms and conditions of the standard PSA enclosed with this RfS.

2.48 **"PROJECT"/" SOLAR POWER PROJECT"/ "POWER PROJECT"** shall mean the solar power generation facility owned by the SPD, having a single point of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having control systems and metering. Each project must also have separate boundary, control systems and metering. The Project shall include all units/ modules and auxiliaries and associated facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to SJVN.

Notwithstanding above Solar Power Plants at multiple locations with combined dedicated single ISTS connectivity shall be considered as a single project.

2.49 **"PROCURER"** shall mean, as the context may require, the distribution licensees, or the Authorized Representative(s) or an Intermediary Procurer.

2.50 **"PROJECT CAPACITY" or "INSTALLED CAPACITY or "RATED CAPACITY"** shall mean the maximum AC capacity at the Delivery Point that can be scheduled on which the Power Purchase Agreement shall be signed. It is to be noted that prior to commencement of supply of power under the PPA, the installation and commencement of power supply from the corresponding committed rated capacity of Solar PV components as declared in the PPA, will be verified by SJVN.

2.51 **"PROJECT COMMISSIONING**": The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/PPA.

2.52 **"PROJECT DEVELOPER" or "DEVELOPER" or "SOLAR POWER DEVELOPER(SPD)/ "SOLAR POWER GENERATOR (SPG)"/ "GENERATOR"** shall mean the Bidding Company or a Bidding Consortium participating in this bid and having been

selected and allocated a Project capacity by SJVN (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of the Project and signing of PPA with SJVN under this RfS.

2.53 **"PROJECT SITE"** shall 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.

2.54 **"PROMOTER"** shall mean Promoter as defined in the Companies Act, 2013.

2.55 **"RfS"** or **"RfS DOCUMENT"** or **"BIDDING DOCUMENT(S)"** or **"TENDER DOOCUMENTS"** shall mean the "Request for Selection" document issued by SJVN vide RfS No. SJVN/CC-Delhi/REIA/2024-25/SOLAR-2 Dated 30.04.2024 including standard Power Purchase Agreement and standard Power Sale Agreement along with subsequent clarifications and amendments thereof (if any).

2.56 **"SJVN"** shall mean SJVN Limited.

2.57 **"SCHEDULED COMMENCEMENT-OF-SUPPLY DATE (SCSD)"** shall mean in relation to the contracted capacity or the part of the contracted capacity shall mean the date(s) corresponding to the date of commencement of supply quoted in the RfS (Request for Selection), indicated in Clause 6.8.2.

2.58 **"SELECTED BIDDER"** or **"SUCCESSFUL BIDDER"** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electricity as per the terms of PPA.

2.59 **NOT USED**

2.60 **"SOLAR PV PROJECT"** or **"SOLAR POWER GENERATING SYSTEM/ STATION"** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion of solar energy into electricity through Photo Voltaic Technology.

2.61 **"SPARE CAPACITY"** shall mean that capacity of Solar project that is unencumbered from any power supply commitments or power purchase agreements and is available for augmenting the proposed Solar power under this RfS.

2.62 **"STATE TRANSMISSION UTILITY"** or **"STU"** shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003.

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

2.64 **"TRADING MARGIN"** shall mean the margin on sale of solar power to State Utilities/ Discoms/ other Bulk Consumers under this RfS being charged by SJVN and shall be @ INR 0.07/kWh.

2.65 **"ULTIMATE PARENT"** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid-up share capital, either directly or indirectly in the Parent and Affiliates;

2.66 **"WEEK"** shall mean calendar week.

----------END OF SECTION----------

SECTION - III

INSTRUCTION TO BIDDERS

SECTION III: INSTRUCTIONS TO BIDDER

3.1 OBTAINING RFS DOCUMENTS

Interested bidders have to download the official copy of RfS Document & other documents after login into the ISN-ETS portal by using the Login ID & Password created on ISN-ETS during registration (Refer Annexure - B). The bidder shall be eligible to submit/upload the bid document only after logging into the ISN-ETS portal and downloading the official copy of RfS. If only free copy of RfS documents are downloaded from ETS portal or RfS documents are downloaded **without confirmation or without generating official copy serial number, then the bidders will not be able to submit the bids**. For further assistance, please contact ETS help desk at +91 124-4229071, 124-4229072. Transfer of RfS documents downloaded by one intending bidder to another is not permitted.

3.2 COST OF DOCUMENTS & BID PROCESSING FEES:

3.2.1 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 RfS document fee and processing fee as mentioned in the Bid Information Sheet. A Bidder will beeligible to participate in the bidding process only on submission of entire financial amountsas per the **Bid Information Sheet**. Payments against Cost of RfS document and Bid Processing Fee shall be done only through NEFT/RTGS (electronic transfer), and the Bidder shall submit the transaction receipt, as part of the online bid submission.

The bank details of SJVN are as follows:
Account Name: SJVN REIA
A/c No : 42326206137
Name of Bank : STATE BANK OF INDIA
Branch : South extension part – II, M Block, New Delhi110049
IFSC Code : SBIN0003219

While carrying out online transfer, Bidders shall ensure to intimate the details of payment of processing fees and Tender fee through email to Employer's mail id: contracts.reia@sjvn.nic.in and also upload the details on ETS portal (Technical Bid Part) in the following format:

Declaration for Payment of Tender Fee & Processing Fees
Tender Search Code:
Bidder Name:
UTR Reference of Tender Fee
UTR Reference of Processing Fee
Amount of Tender fee:
Amount of Bid Processing fee:
Date of Transfer:
Transferor Bank:
Bank Account No.:
Bank IFSC Code:
(Signature of Bidder with Seal

3.2.2 In case a Bidder chooses to deduct TDS while making the payments against cost of RfS and/Bid Processing Fee, such TDS details shall be submitted by the Bidder along with the transaction details, as part of online bid submission.

3.2.3 Bids submitted without cost of the RfS document and/or Bid Processing Fee and/or Bank Guarantee/Payment on Order Instrument towards Earnest Money Deposit (EMD) (including partial submission of any one of the respective amounts), may be liable for rejection by SJVN.

3.2.4 In case a Bidder has paid cost of RfS document and Bid Processing Fee for this RfS and chooses not to participate in the bidding process (i.e. the Bidder does not submit any of the online or offline bid documents to SJVN), the respective amounts paid to SJVN against Bid Processing Fee only will be refunded without any interest payment, to the respective Bidder.

3.2.5 MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/DIC/Udyog Aadhar Only are exempted from submission of Cost of RfS Document, Bid Processing Fee & Earnest Money Deposit (EMD). For a Consortium to be eligible for exemption from submission of Cost of RfS document, Bid Processing Fee & Earnest Money Deposit, all the members of the Consortium shall be registered as MSME.

3.3 CONTENT OF RFS DOCUMENT:

The RfS Documents shall comprise the documents listed below along with Standard Power Purchase Agreement (PPA) and Standard Power Sale Agreement (PSA) and any Amendment/Addendum/Corrigendum/Clarification/Errata issued in accordance with Clause 3.6, if any.

i) Section I: Invitation for Bids
ii) Section II: Definitions
iii) Section III: Instruction to Bidders
iv) Section IV: Eligibility Criteria
v) Section V: Bid Evaluation and Selection of Bidders
vi) Section VI: Conditions of Contract

vii) Section VII: Forms & Formats for Bid Submission

3.4 COST OF BIDDING:

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. SJVN shall not be responsible in any way for such costs, regardless of the conduct or outcome Of the bid process.

3.5 PRE-BID MEETING:

A Pre-Bid Meeting with prospective bidders will be held on the date and venue mentioned at Clause 1.3 of Section I of this RfS Document. Wherever the bidder finds any discrepancy, omission, ambiguity or conflict in or among the documents issued or be in doubt as to their meaning and interpretation; such matter should be called to the attention of the RfS Inviting Authority, in writing either by email or by post and it must be received to RfS Inviting Authority latest by one day before the scheduled date of pre bid meeting up to 18:00 Hrs. Enquiries/ clarifications may be sought by the Bidder in the following format on email ID: **contracts.reia@sjvn.nic.in**

Sr. No.	Clause no. of RfS	Provision of RfS	Query of bidder

The bidders are required to submit the queries in MS Word file also.

SJVN will make effort 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 SJVN's response will be uploaded in the ISN-ETS portal https://www.bharat- electronictender.com. and www.sjvn.nic.in.Verbal clarifications & information given by SJVN or their employees(s) or their representative(s) shall not be in any way binding on SJVN. Any modification to the RfS Documents that may become necessary as a result of the pre-bid Clarifications shall be made by SJVN through the issue of an Addendum/Corrigendum/Amendment/Clarification pursuant to clause 3.6. SJVN shall not be obliged to respond to any request for clarification received later than the above period. Further, mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids.

3.6 AMENDMENTS TO RFS DOCUMENT:

3.6.1 At any time prior to the deadline for submission of Bids, SJVN may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the RfS documents/ Standard PPA/Standard PSA by issuing Addendum /Corrigendum/Amendment/Clarification and the same shall be available on the ISN-ETS portal https://www.bharat-electronictender.com and SJVN's website www.sjvn.nic.in. No press note will be released in this regard. Therefore, the Bidders are advised to visit the above referred sites regularly before deadline for submission of proposal.

3.6.2 All such Addendum/Corrigendum/Amendment/Clarification shall form integral part of this

RfS Document. SJVN shall bear no responsibility or liability arising out of non-receipt of the above in time by the Bidders.

3.6.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, SJVN, at its discretion, may extend the deadline for the submission and opening of Bids.

3.7 LANGUAGE OF BIDS:

The Bids prepared by bidders and all correspondences and documents relating to the Bid exchanged by the Bidder(s) and SJVN shall be in English. Supporting documents and printed literature furnished by the Bidders with their bids may be in another language, provided they are accompanied with a certificate of the authorized translator certifying therein an accurate translation of the relevant passages in the above stated language, in which case, for the purposes of interpretation of the Bid, the translation shall prevail.

3.8 BID CURRENCIES:

The bidder shall indicate the entire bid price in INDIAN RUPEES only.

3.9 VALIDITY OF THE RESPONSE TO RFS:

The Bidder shall submit the response to RfS which shall remain valid up to 12 months from the last date of submission of response to RfS ("Bid Validity"). SJVN reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

3.10 EARNEST MONEY DEPOSIT (EMD):

3.10.1 Earnest Money Deposit (EMD) of **INR 9.42 Lakhs/MW (Rs. 9,42,000/MW)** per Project subject to a maximum of 20 crore in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which thebid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event ofencashment of EMD, the encashed amount shall include all applicable taxes.

Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.

3.10.2 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

3.10.3 The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional

shortfall shall be acceptable only if bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, the EMD is submitted in accordance with original bid submission date stipulated above and Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

3.10.4 SJVN has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the EMD Bank Guarantee shall be encashable for being appropriated by SJVN in terms of the guarantee as in the case of appropriation of the cash deposit lying with SJVN.

3.10.5 **Payment on Order Instrument (POI):**

As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall beissued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by SJVN within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3B of the RfS, within the timelines as per Clause 3.10.1 above, for the amount and validity period as per those Clause 3.10.1 above.

3.10.6 The term "Bank Guarantee (BG) towards/ against EMD" occurring in the RfS shall be read as"Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD"

3.11 FORFEITURE OF EMD:

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

a. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;

b. In case, SJVN offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 6.11 of the RfS or does not execute the PPA within the stipulated time period;

c. If after issuance of LoA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;

d. If the bidder fails to furnish required Performance Bank Guarantee/POI in accordance with Clause 6.9 of the RfS.

3.12 INSTRUCTIONS TO BIDDERS FOR STRUCTURING OF BID PROPOSALS IN RESPONSE TO RFS:

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure –B Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

i) Covering Letter as per **Format 7.1**.

ii) 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 7.2.**

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 clause. 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.

iii) Bank Guarantee against Earnest Money Deposit (EMD) as per **Format 7.3 A/7.3B.**

iv) Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** 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 and to sign the PPA with SJVN. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.

b) Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) 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.

v) In case of a Consortium, the Consortium Agreement between the Members in the

Consortium as per Format 7.5 along with Board resolution from each Member of the Consortium for participating in Consortium.

vi) Format for Financial Requirements as per Format 7.6 along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation ofthe financial credentials of the Bidder.

vii) Undertaking regarding no willful default and no major litigation pending as per Format 7.7.

viii) A disclosure statement as per Format 7.8/ 7.8A regarding participation of any related companies in the bidding process.

ix) Format for Technical Criteria as per Format 7.9 (to be filled out separately for each Project).

x) Format 7.10: Declaration by the Bidder for the proposed Solar Configuration.

xi) Signed Integrity Pact between SJVN and the Bidding Company as per **Format 7.12.**

xii) **Attachments:**

a) Memorandum of Association, Article of Association of the Bidder needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.

In case, there is no mention of the above provisions in the MoA/ AoA of the Bidder, 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), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.

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

c) 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. SJVN 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.

d) Certified copies of annual audited accounts for the last three financial years, ending on 31.03.2024 or provisional accounts duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit &Loss Account, Schedules and Cash Flow Statement supported with bank statements as on

the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.

e) Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

xiii) Covering letter of the financial bid as per Format 7.13

xiv) Break-up of the Preliminary Estimate of Cost of Project as per Format 7.14

3.13 IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS:

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

ii) The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause 3.12 of the 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, SJVN reserves the right to reject such response to RfS and/or cancel the Letter of Award, 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 Clause 3.13(iii) is discovered after the Effective Date of PPA, it shall be treated as "SPD Event of Default" under PPA and consequences as specified in PPA shall apply.

v) Response submitted by the Bidder shall become the property of the SJVN and SJVN shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 6.9.10 of theRfS.

vi) All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, PPA and PSA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.

vii) The response to RfS shall be submitted as mentioned in Clause 3.12 of the RfS. 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, SJVN reserves theright to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

viii) The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

ix) 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.

x) Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.

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

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

xiii) Bidders delaying in submission of additional information or clarifications sought willbe liable for rejection.

xiv) 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 SJVN of the obligationof the Bidder to furnish the said data/information unless the waiver is in writing.

xv) The Central Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between SPD and SJVN as well as SJVN and Buying Entity(ies). Subject to the above, only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

xvi) All the financial transactions to be made with SJVN including success charges, delay charges (except charges for delay in Financial Closure and Payment Security Deposit), and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

xvii) The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. Thebid should be serially numbered and properly indexed mentioning all constituents ofbid including any enclosures/attachments etc. and their location page numbers in the bid. Failure to submit the bid in systematic manner as above may result oversight of any important information provided by the bidder for which SJVN shall not be responsible.

xviii) The Bid shall contain no overwriting, alterations, omissions, or additions, unless such corrections are initiated by the person(s) signing the Bid. Corrections if any shall only be made by scoring out the cancelled portion, writing the correction, initiating and dating it

by the person(s) signing the Bid.

xix) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures.

xx) Please note that bids in any other mode including Email shall not be entertained under any circumstances.

xxi) Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to RfS.

3.14 METHOD OF SUBMISSION OF RESPONSE TO RFS BY THE BIDDER:

3.14.1 Documents to be Submitted Offline (in Original):

i) The bidder has to submit original of following documents offline.
   a) Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/7.3B). One EMD may be submitted for the cumulative capacity quoted by the bidder.
   b) Duly Signed Integrity Pact between SJVN and the Bidding Company (Scanned version of the format, duly signed by SJVN's authorized signatory, is available on the ETS portal as addendum to the RfS).
   c) Pass-phrases for Technical bids and Financial bids submitted on the ETS portal

ii) 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 SJVN until the last date and time for submission of hard copy of document as mentioned at Cl. 1.3 of RfS and extensions of dates, if any.

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.

iii) The bidding envelope shall contain the following sticker:

Selection of Solar Power Developers for Setting up of 1200 MW ISTS-connected Solar PV Power Projects Anywhere in India under Tariff-Based Competitive Bidding	
Cumulative Capacity of the projects applied for	_____ *MW*
No. of Projects Bid for	
RfS Reference No.	
Submitted by	*(Enter Full name and address of the Bidder)*
Organization ID (OID) on ETS portal	*(Enter the OID through which the Bid has been submitted online on ETS portal)*

Authorized Signatory	*(Signature of the Authorized Signatory)(Name of the Authorized Signatory)* *(Stamp of the Bidder)*
Bid Submitted to	**Deputy General Manager (C&P), REIA** **SJVN Limited** **6th Floor, Tower-1, NBCC Office Complex,** **East Kidwai Nagar, New Delhi-110023** **Tel No. 011-61901906** **Email – contracts.reia@sjvn.nic.in,**

3.14.2 Documents to be Submitted Online

Detailed instructions to be followed by the Bidders for online submission of response to RfS are stated at Annexure-B. The bidders shall strictly follow the instructions mentioned in the electronic form in respective Technical Bid and financial bid while filling the forms.

If the Bidder has submitted bid online and fails to submit the Bank Guarantee against EMD for requisite amount offline, until the last date and time for submission of hard copy of document as mentioned at Cl. 1.3 of RfS and extensions of dates, if any, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted at this stage will be encashed and the EMD(s) shall be returned and the submitted bid will stand cancelled.

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

I. Technical Bid (First Envelope)

The Bidder shall upload single Technical Bid containing **scanned copies** of the following documents duly signed and stamped on each page by the authorized signatory as mentioned below.

a) Formats - 7.1, 7.2 (if applicable), 7.3 A/ 7.3 B, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, 7.9, 7.10 and 7.12 elaborated in Clause 3.12 of the RfS.

b) All attachments elaborated in Clause 3.12 of the RfS, under the sub-clause xi: Attachments, with proper file names.

c) All supporting documents regarding meeting the eligibility criteria.

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

e) Scanned copies of requisite amount of Bank Guarantee/ Payment on Order Instrumenttowards EMD as mentioned in the Bid Information Sheet.

f) The Bidder will have to fill the Electronic Form provided at the ISN-ETS portal as part of Technical Bid.

g) Submission of Pass-phrases: In line with Clause 3.13 (viii) and Annexure-B, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline ofBid submission, and before the commencement of the Online Tender Opening Event (TOE) of Techno- commercial bid.

II. <u>Financial Bid (Second Envelope)</u>

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

   (a) Covering letter as per Format - 7.13 of the RfS.
   (b) Preliminary Estimate of Cost of RE Power Project for supply of contracted capacity of Solar Power, as perFormat 7.14 of the RfS.

2. The financial bid shall be submitted online, in the format as per the Electronic Form on the ISN-ETS portal.

Only a single tariff bid for the contracted capacity applied for, shall have to be filled online in the Electronic Form provided at the ISN-ETS portal. 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.

<u>Important Note:</u>

(a) The Bidders shall not deviate from the naming and the numbering formats of envelops mentioned above, in any manner.

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

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

(d) In case the Bidder submits the online documents on ISN-ETS within the bid submission deadlines and fails to submit the offline documents in the office of SJVN within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS portal. Similarly, bids submitted offline but without any online submission on ISN-ETS portal shall not be opened and the EMD shall be returned to the respective bidder.

(e) In case of submission of Bank Guarantee against EMD/POI on online portal on or before the bid submission deadline, and non-submission of the hard copy of the Bank Guarantee to SJVN within the timeline specified for submission of hardcopy of the documents, its bid shall be rejected and not considered for further evaluation.

3.15 DEADLINE FOR SUBMISSION OF BIDS:

3.15.1 Complete Bid must be uploaded at the ISN-ETS portal. The documents to be submitted offline as per Clause 3.14.1 must be received by SJVN at the address of RfS Inviting Authority not later than the last date and time for submission of hardcopy of documents offline as stipulated in the RfS document/ ISN-ETS portal. The date and time for online submission of the bids shall continue to be the date and time as specified in the RfS document or any subsequent amendment for the same. In the event of the specified date for the submission of bids being declared a holiday for SJVN, the hard copy of documents/offline submission will be received up to the specified time on the next working day.

3.15.2 SJVN may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum in accordance with Clause 3.6, in such case all rights and obligations of SJVN and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

3.16 LATE BIDS:

Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. Similarly, hard copies of the OFFLINE documents, if received by SJVN Ltd after the deadline for submission as prescribed in RfS document/ ISN-ETS portal, then it will be considered as 'Late Bid' and shall be considered non-responsive and shall be summarily rejected notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline.

3.17 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS:

3.17.1 The Bidder may modify, substitute, or withdraw his bid after its submission but in any case, before the deadline for submission of bids.

3.17.2 Any alteration/ modification in the Bid or additional information supplied unless solicited by SJVN subsequent to expiry of last date and time of submission of bids shall be disregarded.

3.17.3 Withdrawal of a Price Bid during the interval between the deadline for submission of Bids and expiration of the period of Bid validity specified in Clause 3.9 shall not be permitted and appropriate action may be taken by SJVN as per provisions mentioned in the Bid Security Declaration submitted by the Bidder.

3.18 BID OPENING:

3.18.1 Initially, the Technical Bid shall be opened on the scheduled date, time and location stipulated

in the RfS Document.

3.18.2 The Price Bid shall be opened only of those bidders whose Technical Bid are found Technically qualified. Financial Bids of the Bidders whose Bids not found Technically qualified shall not be opened and shall not be considered at all any further.

3.18.3 If it happens to be a holiday or due to any other technical reasons like non-availability of the Committee Members etc. on the day of opening of the tender, the Bids shall be opened on next working day at the same time.

3.18.4 SJVN Ltd shall not be responsible if online bid could not be opened within reasonable time for whatsoever reason. In such a case, the bid shall remain unopened on the portal and shall not be considered at all any further.

3.19 CLARIFICATION ON BIDS:

To assist in the examination, evaluation, and comparison of bids, SJVN may, at its discretion, ask any bidder for clarification of its Bid. The request for clarification and the response shall be through e-mail but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetical errors discovered by the SJVN in the evaluation of the Bids. All such responses submitted by the Bidder shall form part of their bid.

3.20 EVALUATION OF BIDS AND SELECTION OF BIDDER:

The evaluation of Bids and selection of successful Bidders shall be carried out as per the procedure and methodology stipulated in Section V of this RfS Document.

3.21 RIGHT OF SJVN TO REJECT A BID:

SJVN 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. In the event of the tender being cancelled atany stage, the processing fee (excluding GST, if amount credited to SJVN's account),without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders.

3.22 POST AWARD COMPLIANCES:

Timely completion of all the milestones i.e. signing of PPA, meeting Financial Closure Requirements/Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of SPD. SJVN shall not be liable for issuing any intimations/ reminders to SPDs for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with SPD by SJVN for compliance of above mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the SPD.

3.23 PRE-CONTRACT INTEGRITY PACT:

To improve transparency and fairness in the tendering process, SJVN is implementing Integrity Pact. Integrity Pact is deemed as part of the contract so that the prospective bidders are bound by its provisions.

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The Integrity Pact, signed by all the prospective Bidders and SJVN, shall commit the persons/officials of both the parties, not to exercise any corrupt /fraudulent/collusive/coercive practices in the Tendering process and also during implementation of the Contract. Onlythose Bidders who have entered into Integrity Pact with SJVN shall be eligible to participate in the bidding process. Bidders signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter Entering into Integrity Pact as per Performa enclosed in the Tender Document is a basic qualifying requirement.

In case of JV, each partner of JV shall sign Integrity Pact with SJVN. In case of sub-contracting, the Principal Consultant shall be responsible for adoption of Integrity Pact by the sub-Consultant. To oversee the compliance of obligation under the Integrity Pact, Independent External Monitor(s) (IEMs) have been appointed by SJVN. The details are as under:

Sl. No.	Name of IEMs	Address of IEMs
1	Sh. Manoj Pant, IFoS (Retd.)	House no. 70, Usha Colony, Sahastradhara Road, Dehradun-248013 (Uttarakhand), Email-mpant2007@gmail.com

The Integrity Pact duly signed on behalf of SJVN is given in Section VII: Forms & Format.

The Integrity Pact along with its Annexure -A (Guidelines on banning of business dealings) and Undertaking (FORM OF DECLARATION OF ELIGIBILITY) enclosed in the RfS Document shall be downloaded, printed and signed by the bidder and the same will be submitted with Bid.

The successful bidder shall submit duly executed Integrity Pact on Non-Judicial stamp paper of appropriate value prior to signing of Contract Agreement.

3.24 CORRUPT OR FRAUDULENT PRACTICES:

It is expected from the Bidders that they will observe the high standard of ethics during the bidding process and Construction of such Contracts. In pursuance of this policy:

1. For the purpose of this provision, the terms set-forth below shall mean as under:

a. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party

b. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation

c. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

d. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

e. "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

2. A Bid shall be rejected by SJVN if it is determined at any stage that respective Bidder has engaged in corrupt or fraudulent or Collusive or Coercive practices or obstructive practice in executing the Contract in question and his Bid Security shall be forfeited. The Bidder shall not be entitled for any compensation whatsoever under this clause.

3. SJVN may declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the bidder has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing a Contract.

4. The documents/information submitted by Bidder/Contractor may be verified by the officials of SJVN for its authenticity at any time and the Bidder/Contractor shall provide all facilities/co-operation in this regard. If it is found that any of the documents/information submitted by the Bidder/Contractor is not genuine, SJVN shall have full rights to cancel his Bid, forfeit the bid security and terminate the Contract, if awarded.

----------END OF SECTION----------

SECTION IV:
ELIGIBILITY CRITERIA

SECTION IV: ELIGIBILITY CRITERIA

4.0 BIDDER MUST MEET THE FOLLOWING QUALIFICATION REQUIREMENTS:

4.1 GENERAL ELIGIBILITY CRITERIA:

Bidders participating in the RfS will be required to meet the following eligibility criteria (asapplicable).

4.1.1 The Bidder shall be a Company as defined.

4.1.2 Bidding Consortium with one of the Companies as the Lead Member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).

4.1.3 A foreign company can also participate on standalone basis or as a member of consortium at the RfS stage. In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a "Special Purpose Vehicle" (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 51% shareholding in the SPV, before signing of PPA. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

In case the foreign company participating as a member of consortium, Clause 4.1.7 of the RfS shall be applicable.

4.1.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, videNo. 7/10/2021-PPD(1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

i. 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).

ii. Any Bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this RfS only if the Bidder is registered with the Competent Authority under the referred OM.

iii. "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.

iv. "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.

v. "Beneficial owner" for the purposes of Clause 4.1.4(iv)-(d) above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.

vi. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the RfS.

vii. Other provisions of the referred OM dated 23.02.2023, except Sl. 17 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

4.1.5 Limited Liability Partnership (LLPs) firms are not eligible for participation**.**

4.1.6 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be utilized for executing more than one Project.

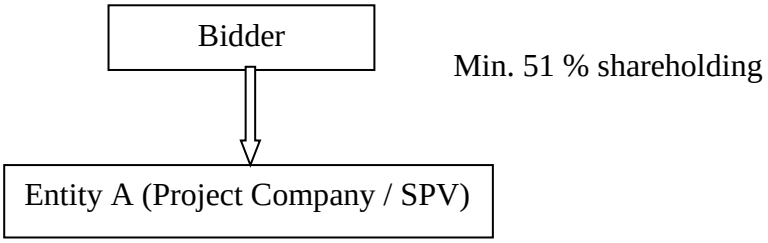
4.1.7 Any consortium, if selected as Successful Bidder for the purpose of supply of power to SJVN, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with SJVN, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of PPA and thereafter the combined shareholding of the Consortium Members in the SPV/Project Company shall not fall below 51% at any time prior to 01 (one) year from the SCSD, except with the prior approval of SJVN.

4.1.8 The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and the

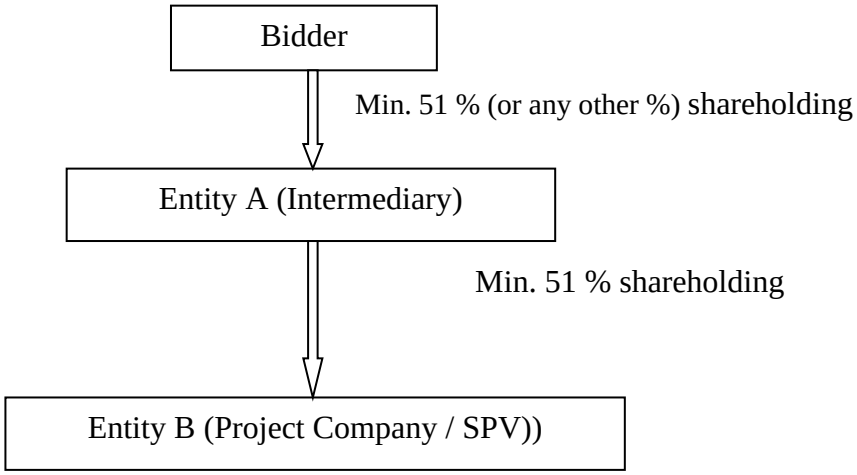
Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the 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. In the event the SPD is in default to the lender(s), lenders shall be entitled to undertake "Substitution of Promoter" in concurrence with the Procures.**

4.1.9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 4.1.3 and 4.1.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same.

Scenario 1



Scenario 2



As per the RfS, only Scenario 1 is permissible in case of projects being implemented bySPVs.

4.2 TECHNICAL ELIGIBILITY CRITERIA:

4.2.1 This RfS requires deployment of only Solar PV Technology projects. However, the selection of the projects would be technology agnostic and crystalline silicon or thin film or CPV, with

or without trackers can be installed. The Bidder shall deploy commercially established and operational technologies to minimize the technology risk and to achieve commissioning of the Projects. Detailed technical parameters for Solar PV Projects to be selected as specified in the tender documents.

4.2.2 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 7.9. However, the Successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. The technology proposed at the time of submission of response to RfS can be changed at the time of Financial Closure.

4.2.3 Detailed technical parameters for Solar PV Component of a Project to be met by SPDs are at Annexure-A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-A. Further, the provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject "Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019- Implementation-Reg." and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The modules used in the Projects under this RfS should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules

4.2.4 The bidders are advised to take cognizance of the O.M. dated 09.03.2021 issued by MNRE, on the subject of "Imposition of Basic Customs Duty (BCD) on Solar Cells & Modules/Panels", while preparation of their response to this RfS. The above O.M. and its associated orders issued by the Ministry of Finance will be applicable on this tender and imposition of taxes/duties as laid out in the above OM, will not be considered under "Change in Law" under the PPA.

4.2.5 The Solar power projects will be developed as per the Guidelines issued by the Government of India from time to time for development of grid connected Solar Power Projects / Solar PV systems and the technical guidelines prevalent at the time of commissioning of the Project, will be followed.

4.2.6 The Projects shall also comply with the criteria for power supply as detailed in Clause 6.7 (Power Supply by the SPD) of the RfS.

4.3 FINANCIAL ELIGIBILITY CRITERIA:

4.3.1 NET-WORTH:

i) The Net Worth of the Bidder should be equal to or greater than **INR 94.20 Lakh/MW (Rs. 94,20,000/MW)** of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2023-24 or as on the day at least 7 days prior to the bid submission deadline.

ii) The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or Consortium, together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and PBG/POI in case

the Bidder(s) fail to do so in accordance with the RfS.

iii) Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

4.3.2 LIQUIDITY:

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters:

i) A minimum average annual turnover of **Rs. 1.413 Crores/MW (Rs. 1,41,30,000/MW**) of the quoted capacity during the last three Financial years ending on 31.03.2024, which should be evidenced by Audited Balance Sheet along with Profit & Loss account or a certificate issued by a practicing Chartered Accountant. In case the audited Annual accounts for FY: 2023-24 is not available, bidders shall submit Annual turnover certificate for FY: 2023-24 from a practicing Chartered accountant/Statutory Auditor to demonstrate fulfillment of above criteria. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

ii) Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of **INR 28.26 Lakhs /MW (Rs.28,26,000/MW**) of the quoted capacity, as on the last date of previous FY, 2023-24. In case the audited Annual accounts for FY: 2023-24 is not available, bidders shall submit PBDIT Certificate from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfilment of above criteria.

iii) In-Principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of **INR 58.875 Lakhs/MW (Rs.58,87,500/MW)** of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.

4.3.3 The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 4.3. 1 and 4.3.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees/POI in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

4.3.4 For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six

percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other response to this RfS.

4.3.5 A Company/Consortium would be required to submit annual audited accounts for the last three financial years ending on 2023-24, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfilment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial years as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last three financial years for which the audited accounts are available excluding previous financial year. This, however,would be acceptable, subject to the condition, that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts are submitted in a language other than English, a certified English translation from an approved translator shall berequired to be submitted by the Bidder.

4.3.6 For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year**.**

4.3.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into US Dollar (USD) as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated above.

4.3.8 In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each member in the Project Company.

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 250 MW, then, total Net-Worth to be met by the Consortium is Rs. 94.20 Lakh x 250MW = Rs. 235.50 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 164.85 Crores and to be met by Consortium Member B would be Rs. 70.65 Crores. Similar methodology shall be followed for computation of liquidity requirement

Note: Wherever applicable, audited accounts for the last three financial years ending on 31.03.2024 will be required to be submitted for meeting the qualification requirements. In

case the audited Annual accounts for FY: 2023-24 is not available, bidder shall submit Certificates issued by a practicing CA/Statutory Auditor for FY: 2023-24

----------END OF SECTION----------

SECTION: V

BID EVALUATION AND SELECTION OF BIDDERS

SECTION V: BID EVALUATION AND SELECTION OF BIDDERS

5.0 BID EVALUATION AND SELECTION OF SUCCESSFUL BIDDERS:

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

5.1 EVALUATION OF TECHNICAL BIDS (STEP 1):

5.1.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened whose required documents as mentioned in the RfS are received by SJVN. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee of EMD.

5.1.2 Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.

5.1.3 SJVN 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, SJVN 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 SJVN within 07 (seven) days from the date of such intimation from SJVN. All correspondence in this regard shall be made through email/ISN-ETS portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. SJVN shall notbe responsible for rejection of any bid on account of the above**.**

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

5.1.5 **DETERMINATION OF RESPONSIVENESS:**

i) SJVN will examine the Techno-commercial Bids to determine whether they are complete, whether EMD/Bid Security Declaration, RfS Document Fee (if required) have been furnished, whether the bidder has submitted supporting certificates/documents justifying the qualifications/requirements, whether the documents have been properly signed, whether all the requisite declaration, undertakings have been furnished and whether the Technical bids are in order. SJVN may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation and that does notprejudice or affect the relative ranking of any Bidder as a result of the evaluation of Bids, pursuant to these Clauses.

ii) Prior to the detailed evaluation, the SJVN will determine whether each Bid is of acceptable quality, is complete and is substantially responsive to the RfS Document. For purposes of this determination, a substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the RfS Document without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the RfS Document, SJVN's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

iii) If a Bid is not substantially responsive, it will be rejected by the SJVN , and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

5.1.6 **NON-RESPONSIVE BID:**

The electronic response to RfS submitted by the bidder along with the documents submitted online to SJVN shall be scrutinized to establish "Responsiveness of the bid". Each bidder's response to RfS shall be checked for compliance with the submission requirements set forth in this RfS. Any of the following conditions shall cause the Bid to be "Non-responsive":

(a) Non-submission of the requisite Cost of RfS and/or Bid Processing Fee as mentioned in the Bid Information Sheet.

(b) Response to RfS not received by the due date and time of bid submission

(c) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid

(d) Any indication of tariff in any part of response to the RfS, other than in the financial bid.

(e) Non-submission of payment details against Cost of RfS and Bid Processing Fee.

(f) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.

(g) Except for the scenario as per Clause 5.1 above, 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.

(h) Non-submission or partial submission of EMD in acceptable form along with response to RfS.

(i) In any of the above cases, the bid shall not be considered for bid opening and evaluation process. Further, in case of (h), such bidder will be debarred from

participating in any of the tenders issued by SJVN, for a period of 6 (six) months, starting from the last date of bid submission of this RfS.

5.2 The Bidder(s) shall be declared as technically qualified provided that their bids are substantially responsive and meet the requirements mentioned at Section-IV: Eligibility Criteria and other terms and conditions as specified in this tender document. The Financial Bids of only those Bidders will be opened who are Technically qualified as per the criteria mentioned above.

5.3 FINANCIAL BID EVALUATION (STEP 2):

5.3.1 In this step evaluations of Technically Qualified Bids shall be done based on the "First Round Tariff", quoted by the Bidder in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

5.3.2 Second Envelope (containing First Round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified as per the RfS.

5.3.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff in Indian Rupee per kWh for the offered quantum of power applied for. The tariff has to be quoted in Indian Rupee per kWh up to two places of decimal only. If it is quoted with more than two digits after decimal, digits after first two decimal places shall be ignored. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).

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

5.3.5 On completion of technical bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at thediscretion of SJVN. Thereafter, SJVN will take appropriate action as deemed fit.

5.3.6 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.

5.3.7 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than nth Bidder as mentioned in Clause 5.4.2 of the RfS.

5.3.8 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example ofranking of bidders after financial bid opening and evaluation.

Bidder	Submitted Financial Bid	Ranking
B1	₹ 2.10 (Tariff in ₹/ kWh)	*L1*
B2	₹ 2.20 (Tariff in ₹/ kWh)	*L2*
B3	₹ 2.30 (Tariff in ₹/ kWh)	*L3*
B4	₹ 2.30 (Tariff in ₹/ kWh)	*L3*
B5	₹ 2.43 (Tariff in ₹/ kWh)	*L4*
B6	₹ 2.60 (Tariff in ₹/ kWh)	*L5*
B7	₹ 2.65 (Tariff in ₹/ kWh)	*L6*

B8	₹ 2.69 (Tariff in ₹/ kWh)	*L7*
B9	₹ 2.70 (Tariff in ₹/ kWh)	*L8*

5.4 REVERSE AUCTION (STEP 3):

5.4.1 The reverse auction for the total tendered capacity shall be conducted on the portal https://www.bharat-electronictender.com, on the day as intimated by SJVN to the eligible bidders. Rules of the auction process are brought out below, and are also contained in Annexure-B of the RfS. As part of submission of their response to RfS, the Bidders shall submit the scanned copy of Annexure-B of the RfS duly signed and stamped by the Authorized signatory, as an acceptance of the provisions contained therein.

5.4.2 The Total eligible bidders for the reverse auction shall be decided as mentioned below: Assuming T = Total Technically Qualified Bidders, and

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 =	(i) In case ST ≤ 1200MW, SE = 0.8 X ST
(Eligible Capacity for award	(ii) In case ST > 1200 MW, SE = 0.8 X ST subject tomaximum eligible capacity being 1200 MW.

Total eligible Bidders for e-Reverse Auction

i. In case (0.8 X ST) ≤ 1200 MW: all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA. Accordingly, the no. of bidders shortlisted for e-RA, i.e., "n" = "T".

ii. In case (0.8 X ST) >1200 MW: The lowest ranked bidder, i.e., the bidder quoting the highest tariff (the "H1 bidder") shall be eliminated at this stage, and the remaining Technically qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.

Accordingly, the no. of bidders shortlisted for e-RA, i.e., "n" = "T"-1

Note:

i. **In case more than one bidder is ranked as "H1" bidder, i.e., such bidders are at the same tariff, all such bidders will be eliminated at this stage**

ii. **The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 1200 MW and the minimum number ofshortlisted bidders for e-RA, after elimination at this stage, remains 3. In the contradictory scenario, no elimination will take place at this stage**

For e.g. (Shortlisting of Bidders for reverse auction):

Scenario-1:

Total bid capacity of techno-commercially shortlisted bidders = ST=4650MW.

Sl. No.	Technically qualified Bidder	Rank	Capacity (MW)	T	SE	(0.8x ST)	n*	Shortlisted Bidders
1	B3	L1	300	10	1200 MW	3720 MW	9	B3
2	B5	L2	200					B5
3	B1	L3	600					B1
4	B4	L3	500					B4
5	B2	L4	550					B2
6	B6	L5	600					B6
7	B7	L6	400					B7
8	B8	L7	550					B8
9	B9	L8	350					B9
10	B10	L9	600					

*n = 10-1 = 9 as per the above formula.

Upon shortlisting of bidders for e-RA, if it is found that more than the eligible bidders shortlisted for e-RA have quoted the same tariff, ranking of bidders to be indicated in the e-RA window shall be decided based on draw of lots.

Scenario-2:

Total bid capacity of techno-commercially shortlisted bidders = ST=1200MW

Sl. No.	**Technically qualified Bidder**	**Rank**	**Capacity (MW)**	**T**	**S_E**	**(0.8x S_T)**	**n**	**Shortlisted Bidders**
1	B3	L1	300	4	960 MW	960 MW	4	B2
2	B2	L2	600					B3
3	B1	L3	200					B1
4	B4	L4	100					B4

*n = 4 as per the above formula

5.4.3 At least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for Reverse Auction. Further, at least two hours before the scheduled start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted

based on the criteria mentioned at Clause 5.4.2 above.

5.4.4 Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS portal of reverse auction 15 minutes before the start time of reverse auction

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

ii) The minimum decrement value for tariff shall be INR 0.01 per kWh. The Bidder can mention its revised discounted 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 the minimum decrement value mentioned in the previous clause. 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 capacity of power offered while quoting tariff during reverse auction.

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

a) Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.

b) 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 60 (sixty) minutes with a provision of auto extension by 8 (eight) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonalplacement at that instant. The 'zones' are as defined below:

Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity, subject to provisions of Clause 5.5, if the auction is closed at that instant.

Orange Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity, subject to provisions of Clause 5.5, if the auction is closed at that instant.

Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity, subject to provisions of Clause 5.5, if the auction is closed at thatinstant.

Blue Zone: This Zone consists of the bidders who have submitted their bids with same time stamping and same tariff. These bidders may or may not be allocated their full or their partial capacity.

If no such change as described above is effected during the last 20 minutes of auction

period or extended auction period, then the reverse auction process will automatically get closed. It may be noted that the green and orange coloured "zones" are indicative of the possibility of the bidder being eligible to be awarded its own quoted capacity (partially or fully), however, do not provide the guarantee of LoA being issued by SJVN for the said capacity. LoA issuance will be solely governed by Clauses 5.5 & 5.6 below.

5.5 SELECTION OF SUCCESSFUL BIDDERS:

5.5.1 Subsequent to conclusion of the e-RA process, the bidders in the "Green" and "Orange" zones as per Clause 5.4.4(vi) above, will be listed in the increasing order of the tariffs discovered at the end of e-RA.

5.5.2 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 under the RfS, subject to the following conditions:

i. In case the cumulative capacity shortlisted as per the range exceeds SE (capacity eligible for award as per Clause 5.5.2), the list of Successful Bidders shall be limited by SE.

ii. In a borderline i.e., the scenario wherein more than one bidder is eligible to be declared as Successful Bidder at the highest tariff (the tariff at the end of the range), and the cumulative capacity exceeds SE, time stamping of bidders shall be used to limit allocation of cumulative capacity up to SE. In such cases, those bidders who are at the same tariff, but they are ranked lower than the ones which fall within the cumulative capacity limit of SE, will not be eligible to be declared as Successful Bidders.

In other words, in every possible scenario, the total capacity to be awarded under the RfS shall be limited to SE.

iii. Time stamping- In case of a 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 quoted tariff during the e-RA with preference to be given to that Bidder who has quoted his last tariff during the e-RA, earlier than others.

iv. In the above case, 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 follows:

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

5.5.3 Illustration: Following example provides a possible illustration of the above methodology:

- L1 tariff discovered after e-RA: Rs. 2.50/kWh
- The range (L1+2% of L1): Rs. 2.55/kWh

Rank	Quoted Capacity (MW)	Cumulative Capacity (MW)	Timestamp	Tariff (INR/kWh)	Qualified as Successful Bidder
L1	100	100	NA	2.50	L1
L2	200	300	NA	2.51	L2
L2	100	400	NA	2.51	L2
L3	100	500	NA	2.53	L3
L4	200	700	NA	2.54	L4
L5	400	1100	16:00:01	2.55	L5
L5	300	1400	16:00:02	2.55	L5
L5	100	1500	16:00:03	2.55	L5
L6	200	1700	NA	2.56	L6
L7	300	2000	NA	2.60	---

Note: The allocation of cumulative project capacity shall be closed at SE. However, in no case, shall the capacity of a single Project selected under this RfS, be less than 50 MW, subject to provision of Clause 6.4 (Maximum Eligibility for Contracted Capacity Allocation for a Bidder) of the RfS.

In case the partial capacity offered to the last Successful Bidder as per Cl. 5.4.2 above, is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity, and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders. Such refusal shall be intimated to SJVN within 7 days of completion of e-RA and not later than 7 days of issuance of LoAs by SJVN, failing which, the awarded capacity shall be deemed to be accepted by the said Bidder.

In case the partial capacity offered to the last Successful Bidder as per Cl. 5.4.2 above, is greater than or equal to 50% of the total quoted capacity by such Bidder, it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded under the RfS not exceeding SE. Incase the last Successful Bidder refuses to accept such partial capacity offered by SJVN, the Bank Guarantee(s) against EMD submitted by such Bidder shall be encashed by SJVN.

5.6 ISSUANCE OF LETTERS OF AWARD (LoAs) :

5.6.1 At the end of selection process, Letters of Award (LoAs) will be issued to the Successful Bidders discovered as above. The LoAs shall be awarded for the Contracted Capacity as quoted by the respective successful bidder, or the partial capacity, as the case may be. In case of a Consortium being selected as the successful Bidder, the LoA will be issued to the Lead Member of the Consortium.

5.6.2 In case SJVN is unable to find buyers/off-takers for the tariffs as discovered after the bidding process, SJVN reserves the right to annul the bid process without any financial implications to any of the parties concerned. SJVN reserves the right to cancel any or all of the bids in view of higher tariff discovered after e-RA. In all cases, SJVN's decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of

tender process shall be final and binding on all participating bidders.

5.6.3 PPAs will be executed subsequent to signing of PSAs by SJVN. After the issuance of LoA(s) for the cumulative awarded capacity, in case the total capacity of PSAs signed by SJVN is lower than the cumulative awarded capacity, the cumulative PPA capacity to be executed by SJVN will be reduced accordingly.

5.6.4 For a particular bidder, in case the finally modified capacity offered by SJVN for signing of PPA is lower than the capacity for which the LoA was issued to the said Bidder, the respective Bidder may choose to reject such modified capacity, and will be allowed to exit the process without any liability to either party (i.e., SJVN or the Bidder), and the said refused capacity will be offered to the next successful bidder as per the list of successful bidders. In case such offered partial capacity for signing of PPA is less than 50 MW, subject to provision of Clause 6.4 (Maximum Eligibility for Contracted Capacity Allocation for a Bidder) of the RfS., PPA will not be executed with such Bidder.

----------END OF SECTION----------

SECTION VI:
CONDITIONS OF CONTRCAT

SECTION VI: CONDITIONS OF CONTRACT

6.1 SCOPE OF WORK:

i. Under this RfS, the Solar Power Developer (SPD) shall be required to set up ISTS connected Solar PV Power Projects including the dedicated transmission network up to the Interconnection/ Delivery Point, with the primary objective of supplying Solar PV Power to SJVN, at its own cost and as per the provisions ofthe RfS and PPA.

ii. The Solar projects already under construction or yet to be commissioned or commissioned but selling solar power on short term merchant basis may also be considered for the selection under this tender subject to the condition that these projects have not been accepted under any State or Central Scheme and also do not have obligation to sell the power to any beneficiaries and they are in compliance with provisions of this RfS documents. In such case they will be given the benefit for a longer period of PPA commensurate to the duration between the actual date of commencement of supply of power and schedule commencement of supply date (SCSD). A partial capacity of solar PV Power Plants for which PPA has not been signed can also be offered by the bidder subject to meeting minimum offered capacity requirement of 50 MW.

iii. Obtaining all clearances, permit, licenses including arrangement of land, installation and ownership of the Project, connectivity to the Grid prior to SCSD shall be under the scope of the SPD.

iv. The Projects to be selected under this scheme provide for deployment of RE Power Projects. However, the selection of Projects would be technology agnostic.

6.2 TOTAL CAPACITY OFFERED

Selection of "Project Developer" or "Developer" or "Solar Power Developer (SPD)" or "Solar Power Generator (SPG) for setting up of 1200 MW ISTS-connected Solar PV Power Projects anywhere in India will be carried out through e-bidding followed by e-Reverse Auction process.

6.2.1 SOLAR POWER PROJECT CONFIGURATION:

i. The term "Project" shall have the meaning as defined in Section-II of the RfS, and shall refer to the Project capacity as quoted by the bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA).

ii. Solar Power Projects are required to be designed for interconnection with the ISTS substation at voltage level of 220kV or above.

iii. The minimum Project size of a single Solar Power Project shall be **50 MW** to be interconnected at the Delivery Point and in multiples of **10 MW** thereafter and the aggregate capacity of solar projects selected through this RfS will be **1200MW.** The

maximum capacity to be quoted by a bidder should not **exceed 600 MW**. However, for Projects located in North-Eastern States and Special Category, the minimum project capacity that can be offered by a Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company, shall be 30 MW. The project capacity shall be quoted in multiple of 10 MW only.

iv. The capacity (in MW) quoted by the Bidders in the Covering Letter (and the LoA issued by SJVN) shall mean "Contracted Capacity".

v. A single Project component may however, also be sub-divided into a number of 'blocks', being set up at multiple locations, if required. For a single Project, such 'blocks' shall be located within the same State. The minimum voltage level for a single block shall be 33 kV. These individual blocks shall be pooled at a minimum voltage level of 33 kV, at a 'pooling station'. It may be noted that the said pooling station will have a different meaning than the Pooling Substation as defined in the RfS. A single transmission line shall connect the above pooling substation to the 'sub-pooling' substation as defined in Clause 6.6.

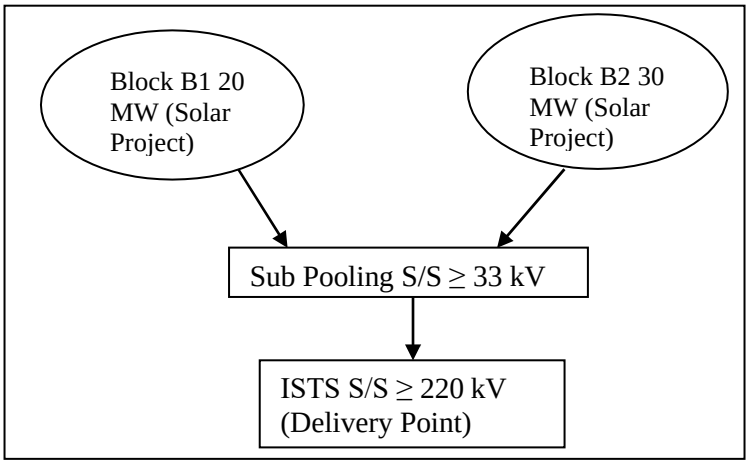
vi. A single tariff shall be quoted by the Bidder for its response to RfS, irrespective of the number of Projects and each Project configuration.

vii. A Single Power Purchase Agreement shall be signed for one Project. The SPD shall be responsible for obtaining Connectivity for each Project.

viii. The SPD may modify the Project configuration in terms of blocks, subsequent to issuance of LoA until the SCSD. SJVN shall not be responsible for any delay in reconfiguration of the Project, which might lead to delay in achieving commencement of supply of power from the Project.

ix. One of the possible configurations of a Project, having separate locations for each block, is illustrated below, for elaboration

Project Capacity 50 MW



x. The SPDs shall demonstrate the rated capacity of the project(s), in line with the

Commissioning procedure as notified by SJVN.

Important Note:

1) Bidders may note that the above configuration is for illustration purpose only and Bidders are required to design their own configuration as per their suitability/viability to meet the requirements stipulated in the RfS).

2) In case of discrepancies with respect to the meaning of the terms as illustrated above, with usage of the above terms in other clauses of the RfS, the above clauses, i.e., Cl. 6.2.1 (i)-(x) of the RfS shall prevail.

xi. The Solar project location/configuration will be submitted by the bidder at the time of bid submission, and it shall remain unchanged until the issuance of LoA. The above project location / configuration can be changed till the time of financial closure. Also any change in delivery point(s) is /are allowed up to Financial Closure of the Project. Provided that any extension in SCSD on account of such change (s) in configuration / delivery point / project location shall not be granted. SJVN shall not be responsible for any delay in reconfiguration of the Project, which might lead to delay in achieving commencement of supply of power from the Project. Implications of any delay in obtaining connectivity and subsequently, compliance with financial closure/commencement of supply of power on account of the above, will be borne by the SPD. However, subject to provision of Clause no. 4.2.1, the SPD is allowed to increase/install additional Solar RE generating capacity and subsequent to the above deadline/beyond SCSD for the purpose of repowering and/or increase the quantum of Renewable Energy beyond the level initially committed. In case the rated capacities of the Solar RE are increased subsequent to the above deadline/beyond SCSD and such addition of Solar Capacity leads to any additional transmission/other charges upon Procurer, as per the applicable regulations, then such additional transmission/other charges shall be borne by the SPD.

6.2.2 Not Used.

6.2.3 Not Used.

6.3 CLEARANCES REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES:

6.3.1 The Solar Power Developers (SPDs) are required to obtain all necessary clearances and permits as required for setting up the Solar Power Projects, including but not limited to the following:

i. No Objection (NOC) / Environmental clearance (if applicable) for the Project.

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

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

iv. SPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply

for necessary MoD clearances within 90 days of Effective Date of PPAs and forward the copies of application to SJVN within 07 days of filing the applications.

v. In case of Projects being set up in the States of Gujarat & Rajasthan, the SPD shall abide by applicable Supreme Court Orders and MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof.

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

6.3.2 The above clearances, as applicable for the Project, will be required to be submitted to SJVN prior to commencement of supply of power from the Project, if sought by SJVN. In case of any of the clearances as indicated above being not applicable for the said Project, the SPD shall submit an undertaking in this regard, and it shall be deemed that the SPD has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the SPD. The SPD shall also comply with all the laws, regulations, orders and procedures issued by the appropriate authority, applicable for setting up and implementing the Project.

6.3.3 The SPD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of the State where the Projects are being located. It shall be the responsibility of the SPD to remain updated about the applicable charges payable to the State Nodal Agency (SNA) under the respective State Solar Policy.

6.3.4 The SPD should apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of the PPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the SPD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

6.4 MAXIMUM ELIGIBILITY FOR CONTRACTED CAPACITY ALLOCATION FOR A BIDDER:

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

6.4.1 The minimum quantum of power that can be offered by the Bidder shall be **50 MW** and the maximum quantum of power shall be **600 MW**. The total cumulative capacity of power to be awarded under this RfS shall be 1200 MW.

A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of 50 MW and a maximum quantum of 600 MW, in the prescribed formats. However, for Projects located in

North-Eastern States and Special Category, the minimum project capacity that can be offered by a Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company, shall be 30 MW. The project capacity shall be quoted in multiple of 10 MW only.

Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.

6.4.2 The Total capacity to be allocated to a bidder including its parent, affiliate or ultimate parent or any group company shall be upto 600 MW.

6.4.3 The evaluation of bids shall be carried out as described in Section-V of the RfS. The methodology for Allocation of Projects is elaborated in Section-V of the RfS.

6.4.4 Subject to the exception as per Clause 6.4.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

6.5 PROJECT LOCATION:

6.5.1 The bidders are free to locate their Solar PV Project(s) anywhere in India on the land to be identified and purchased/leased by the bidder. The Projects shall be located at the locations chosen by the Bidder/SPD at its own discretion, cost, risk and responsibility.

6.5.2 Project location(s) should be chosen taking cognizance of the provision as per Clause 6.6 of the RfS.

6.5.3 The term "Solar Project" shall have the meaning as defined in Section-2 of the RfS, and shall refer to the Project capacity as quoted by the bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA).

6.5.4 In case the SPD wishes to set up more than one Project, then the Projects would need to be physically identifiable with separate injection point, control systems and metering arrangement

6.5.5 **It may be noted that the offered Solar Project may be relocated by the SPD until financial closure**. Implications of any delay in obtaining connectivity and subsequently, compliance with financial closure/commencement of supply of power on account of the above, will be borne by the SPD. In case any change in project location by the SPD during the project construction period results in any modification in the GNA to be taken by the Buying Entity, any additional charges/ penalties payable by the Buying Entity in this regard shall be borne by the SPD. However, such location(s) should be chosen taking cognizance of the provision as per Clause 6.6 of the RfS.

6.6 CONNECTIVITY WITH THE GRID AT INTERCONNECTION POINT/DELIVERY POINTS:

6.6.1 The Project should be designed for interconnection with the ISTS in accordance with the prevailing CERC regulations in this regard. For interconnection with the grid and metering, the SPD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage level for interconnection at the ISTS shall be 220 kV.

6.6.2 The responsibility of getting the ISTS connectivity shall entirely be of the SPD and shall be at the cost of the SPD, in line with applicable regulations. With such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/evacuation capacity at an ISTS substation. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the SPD at its own cost. In case a SPD is required to use InSTS to bring Solar Power at ISTS point, it may do so as per rule and regulations prescribed by the respective SERC in this regard. The maintenance of transmission system up to the Interconnection Point shall be responsibility of the SPD, to be undertaken entirely at its cost and expense.

6.6.3 The arrangement of connectivity can be made by the SPD through a dedicated transmission line upto the Interconnection Point at ISTS. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point at ISTS will be borne by the SPD. Arrangements shall be put in place prior to commissioning of Project as regards the methodology for billing these expenses directly to the buying entities.

6.6.4 The SPD shall be required to follow the Detailed Procedure as issued by CERC/CTU under the 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. It is further clarified that the Entities (SPD and Buying Entity) as indicated in the Detailed Procedure issued under the above Regulation, will be responsible for their respective obligation as notified in the Detailed Procedure, irrespective of the provisions of the RfS, PPA and PSA.

6.6.5 The Bidders are free to choose the ISTS substations for Interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options:

i. Existing substations having available margin as indicated by the respective substation owner.

ii. Existing substations/ substations under construction where augmentation is under process or plans for augmentation have been announced.

iii. Substations approved under the updated plan made available by the CTU on itswebsite, subject to availability of requisite margin for grant of connectivity.

Bids indicating substations outside the above three choices will be liable for rejection.

Note: In case Bidder has already secured connectivity at any substation (s) specified under Clause 6.6.5, bid indicating such substation(s) shall also be considered.

6.6.6 The transmission connectivity to the SPD may be provided by the CTU/STU, as the case may be, prior to commissioning of the project on the request of the SPD, to facilitate testing and allow flow of infirm power generated into the grid to avoid wastage of power.

6.6.7 Metering arrangement of each Project shall have to be adhered to in line with relevant clause of the PPA. Two or more Projects can be connected to a common pooling substation from which the pooled power can be transferred to the CTU substation through a common transmission line subject to the following conditions;

i) Acceptance of such an arrangement by CTU/ RLDC.

ii) Energy injected by each Project will be recorded and jointly signed by respective SPDs and copies of the same will be submitted to SJVN/STU/CTU as required.

iii) The energy accounts are divided and clearly demarcated for the power supplied by the Project and are issued by the STU/SLDC/RLDC/RPC concerned.

iv) In case of Pooling substation, losses in the transmission line between the Pooling substation and the ISTS substation, shall be apportioned among the SPDs who share such a Pooling arrangement, based on their monthly generation.

6.6.8 The SPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity. The scheduling of the power from the Project as per the applicable regulation shall be the responsibility of the SPD and any financial implication on account thereof shall be borne by the SPD. For deviations from schedule, the DSM (Deviation Settlement Mechanism) shall be applicable as per the prevailing regulations. The DSM charges at the generator ends shall be settled by the SPD. Total generation from the Solar projects shall follow" Must run" as per the provisions of the applicable Guidelines/ Regulations / Orders. In order to remove potential discrepancies and ambiguities, the SPDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Buying Entity/ Discom, as per the Regulations in force, under intimation to SJVN.

SJVN may facilitate in identification of any discrepancy and assist the SPD for its early rectification without any liability on SJVN. The SPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

6.6.9 Reactive power charges and charges against power drawn from grid as per CERC/SERC regulations, shall be payable by SPD as per provisions of PPA. Pursuant to Clause 6.6.5 above,

the Buying Entity will be responsible for obtaining General Network Access (GNA), all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawl point.

6.6.10 The SPDs will be required to apply for connectivity at the identified substation, as mentioned in the Covering Letter (Format 7.1), within 30 days of Signing of PPAs, and shall furnish copies of the application, complete in all respect, to SJVN within 15 days of date of filing of application. SPD shall also have to provide the copy of in-principle grant of connectivity, final grant of connectivity, connectivity agreement/any other agreement(s) signed with STU/CTU etc. within 15 days of issuance of letter by CTU / signing of connectivity agreement, as the case may be, to SJVN.

The SPD has to follow the timelines mentioned in the GNA regulation with respect to Connectivity. In case, connectivity has been revoked due to non-compliance of SPD, then the same may be considered as SPD's Event of Default and shall be dealt as per the provision of PPA. In case the SPD fails to obtain the connectivity at a substation identified by the bidder, the same shall be immediately notified by the SPD to SJVN.

6.7 POWER SUPPLY BY THE SOLAR RE POWER DEVELOPER:

6.7.1 CRITERIA FOR POWER SUPPLY:

a. The procurement shall be in power (MW) terms.

b. The Bidders will declare the annual CUF for the contracted capacity at the time of submission of response to RfS in the Covering Letter as per Format 7.1. The declared annual CUF shall in no case be less **than 19%**. **The SPDs will be allowed to revise the same once within first Three years after Commencement of Supply of Power Date (CSD)**, subject to condition that the revised annual CUF shall not be less than 90 % of the CUF initially quoted by the Bidder and the revised annual CUF shall in no case be less than 19%. Thereafter, the CUF for the contracted capacity shall remain unchanged for the entire term of the PPA.

It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of Solar panels and associated equipment (including arrangement of extra land for such installation) as may be necessary to achieve the required CUF, and for this purpose SPD shall make its own study and investigation of the GHI and other factors prevalent in the area which have implication on the quantum of generation. The SPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from SCSD, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years.

c. The criteria as mentioned at 6.7.1 (b) above will, however, be relaxable by SJVN to the extent of non-availability of grid for evacuation which is beyond the control of the SPDs. For the first year of operation of the project, the annual CUF shall be calculated based on the first year after Commencement of Supply of Power Date (CSD) of contracted capacity. Subsequently, the annual CUF will be calculated every year from 1st April of the year to

31st March next year.

d. The Buying Entity shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the SPD for production of electricity and despatch thereof to the Grid during such period and in such volume as it may specify in its instructions. Provided that the Entity shall not ask for despatch in excess of the declared Availability by the SPD, unless mutually agreed between the SPD and the Utility.

e. The SPD shall plan the despatch of electricity and convey its availability for scheduling thereof by the SLDC or RLDC, as the case may be, and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003 and subsequent amendment thereto.

f. The scheduling and its punching thereof at different Regional Load Despatch Centres (RLDCs) / State Load Despatch Centres (SLDCs) (including the injecting, intervening and buyer SLDCs / RLDCs) shall be the responsibility of SPD only. The generated energy shall be dispatched through scheduling of power by the buying utility.

g. It is to be noted that the generation schedule of Solar Power by the Procurer cannot be more than the Contracted Capacity specified in the RfS or PPA, considering the applicable losses. The Generator may, however, apply for connectivity and access (if applicable), in accordance with extant Regulations.

6.7.2 SHORTFALL IN SOLAR RE POWER OFFERED:

a. During the term of the PPA, if for any Contract Year, it is found that the SPD has not been able to supply minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPD, on account of reasons primarily attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the liquidated damages provided in the PSA (Power Sale Agreement) as payable by SJVN to Buying Entity(ies) and shall duly pay such damages to SJVN to enable SJVN to remit the amount to Buying Entity(ies) as per criteria mentioned below at Clause 6.7.2 (b). This will, however be relaxable by SJVN to the extent of grid non-availability for evacuation, which is beyond the control of the SPD.

b. In case of shortfall in the supply of energy corresponding to minimum CUF as specified in Clauses 6.7.1 (b), for reasons attributable to SPD, the SPD shall be liable to pay to the Procurer, penalty for such shortfall in availability and supply of energy. Penalty for not meeting supply of energy shall be equal to one and a half times of PPA tariff for the shortfall in number of units not supplied. **An illustration for determination of Liquidated Damages for the above-mentioned scenarios are mentioned in Annexure-D.**

However, this compensation shall not be applicable in events of Force Majeure identified under PPA with SJVN affecting supply of power by SPD. Such compensation as recovered from the SPD shall be passed on by SJVN to the Buying Entity.

c. The performance criteria as per Clause 6.7.1 above shall not be applicable for the Contract Year ending on 31st March immediately after CSD of the contracted capacity.

d. The detailed list of documents required for verification of energy supply and performance of the Projects will be intimated to the Developers subsequent to commissioning and commencement of supply of power. For each Contract Year, the above data will be required to be submitted by the respective Developers to SJVN within 30 days after expiry of the previous Contract Year, for verification of the performance parameters for calculating applicable compensation on account of shortfall.

e. The reference to the liquidated damages for shortfall to enable SJVN to remit the amount to buying utility(ies) and the amount being equal to the damages payable by the buying utility(ies) for not meeting RPO is only a measure of damage. It shall not be construed that the damage is payable by SPD only if the buying utility(ies) are required to pay damage for such not meeting of RPO or that the buying utility(ies) or the SPD shall be required to prove or establish such payment of damage for not meeting the RPO.

f. SPD shall agree that the methodology specified herein above for calculation of liquidated damages payable by the SPD for shortfall in power offered is a genuine and accurate pre-estimation of the actual loss that will be suffered by SJVN. SPD shall further acknowledge that a breach of any of the obligations contained herein result in injuries and that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre- estimate of the damages that may be suffered by the SJVN in each case specified under the PPA.

6.7.3 EXCESS GENERATION

In case of availability of energy more than the maximum annual CUF, SPD will be free to sell it to any other entity provided the first right of refusal will vest with the Procure(s). The Procure(s) shall provide refusal within 15 days from the receipts of the request, beyond which it would be considered as deemed refusal. In case the Procurer purchases the excess generation, the same shall be purchased at PPA tariff.

The SPD may also sell the power which was offered on day ahead basis to the Procurer (within Contracted Capacity) but not scheduled by the Procurer, to any third party or in power exchange without requiring NOC from the Procurer. However, it may be noted that at any instance of energy supply from the Project, priority shall be accorded to meet the energy requirements as per PPA, before selling any quantum of energy in the open market. The SPD may repower the Project at any stage, if required in order to meet the generation or availability requirement of this Project.

In case at any point of time, the power generated from the Project is higher than the Contracted Capacity and causes disturbance in the system at the point where power is injected, the SPD will have to forego the excess generation and reduce the output to the Contracted Capacity to ensure compliance with grid requirement.

Any instance of third-party sale of power from the Project by the SPD, while the demand / contracted Capacity specified in the PPA remains unfulfilled, shall constitute a breach of RPD's obligations under the PPA and make the RPD liable for penalty @1.5 times of extant market rate/kWh (reference rate being the applicable rate on the Indian Energy Exchange

(IEX)) for the quantum of such sale.

6.8 COMMENCEMENT OF SUPPLY OF POWER:

SPD shall commence the supply of Solar Power from the date as specified in the PPA and as per the commencement of supply schedule specified at Clause 6.8.2 below. In case, SPD set up new Project to supply Solar Power under this RfS, Commencement of supply of power / Commissioning from / of the Project shall be carried out by the SPD in line with the procedure as per the PPA document. Project commissioning and declaration of Commercial Operation Date (COD) shall be governed by the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time.

It is clarified that SJVN shall bear no responsibility in declaration of commissioning/COD of the Project. SJVN's scope will be limited to verifying the installation of rated capacity(ies) of the Project, with respect to the committed Installed Capacity as part of the PPA. The date of onset of commercial offtake of power by SJVN/Buying Entity shall be determined as the date of commencement of power supply under the RfS/PPA. Prior to declaration of commencement power supply, the SPD shall submit Commissioning certificate for the corresponding Installed Capacity to SJVN as part of the requisite documents.

6.8.1 PART COMMENCEMENT OF SUPPLY OF POWER:

Part Commencement of Supply of Power from the Project shall be accepted by SJVN subject to the condition that the Minimum Capacity for acceptance of commencement of first and subsequent part(s) for supply of power shall be 50 MW (with the last part being the balance Contracted Capacity), without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power. However, in case of inter-state project, minimum capacity for acceptance of commencement of supply of power shall be at least 50 MW. The projects can further commence supply of power in parts of at least 10 MW capacity; with last parts as the balance capacity.

However, the SCSD will not get altered due to part-commencement of supply of power. Irrespective of dates of part or full Commencement of supply of power, the PPA will remain in force for a period specified in the bid. Irrespective of dates of part commencement of supply of power, the PPA will remain in force for a period of 25 years from the Scheduled Commencement of Supply Date or the date of commencement of full contracted Capacity, whichever is later.

6.8.2 COMMENCEMENT OF SUPPLY SCHEDULE AND LIQUIDATED DAMAGES NOT AMOUNTING TO PENALTY FOR DELAY IN COMMENCEMENT OF SUPPLY:

i. The Scheduled Commencement of Supply of power Date (SCSD) for the full contracted capacity shall be the date as on 24 months from the Effective Date of the PPA i.e. the date as on 24 months from the Effective Date of PPA.

ii. The maximum time period allowed for commencement of supply of power for the full

contracted capacity with applicable liquidated damages, shall be limited to the date as on 06 months from the SCSD or the extended SCSD (if applicable).

iii. In case of delay in commencement of supply of power for the full contracted capacity beyond the SCSD until the date as per Clause 6.8.2.ii above, as part of the liquidated damages, the total PBG amount for the contracted capacity shall be encashed on per-day-basis and proportionate to the balance capacity for which supply of power not commenced.

iv. In case commencement of supply of power for the full contracted capacity is delayed beyond the date as per Clause 6.8.2.ii above, the Contracted Capacity / PPA capacity shall stand reduced/amended to the project capacity that has commenced supply of power within the period of SCSD plus 06 (six) months. The PPA for the balance contracted capacity that has not commenced supply of power shall stand terminated.

v. It is to be noted that in case, SPD set up new Solar Project to supply Solar Power under this RfS, commencement of supply of power/part supply of power of the Project will not be declared until the SPD demonstrates possession of land in line with Clause 6.14 (COD), in addition to the other conditions as per the Commissioning Procedure. For part commencement of supply of power, portion of land on which the part of the project is commissioned should be under clear possession of the SPD in accordance with clause 6.14 of the RfS.

vi. It is presumed that the tariff will be adopted by the Appropriate Commission within Sixty (60) days of SJVN approaching the Appropriate Commission for adoption of tariff or within one hundred and twenty (120) days from the date of Power Sale Agreement (PSA), whichever is more. However, notwithstanding anything contained in this RfS, in case of any delay in adoption of tariff by the Appropriate Commission, within sixty (60) days of submission or One hundred twenty (120) days of PSA, whichever is more, the Procurer(s) shall grant appropriate extension of time in SCSD to the generators, corresponding to the delay [beyond 60 (sixty) days of submission or 120 (one hundred and twenty) days of PSA whichever is more] in adoption/ approval of tariff by the Appropriate Commission till the date of adoption/ approval by the Appropriate Commission.

6.8.3 DELAY IN COMMENCEMENT OF SUPPLY OF POWER ON ACCOUNT OF DELAY IN GNA OPERATIONALIZATION:

6.8.3.1 The responsibility of obtaining General Network Access (GNA) shall be of the Buying Entity prior to commencement of supply of power from the Project. For sale of power to SJVN from SCSD, the GNA is required to be obtained by the Buying Entity. Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of GNA by the CTU and/or there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCSD of the Project, and it is established that:

i. The SPD has complied with the complete application formalities as per Clause 6.6 above and as per the Detailed Procedure as issued by the CTU,

ii. The SPD has adhered to the applicable regulations/ procedures in this regard as notified by the CERC/CEA, and

iii. The delay in grant of connectivity/GNA by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the SPD;

The above shall be treated as delays beyond the control of the SPD and SCSD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or grant/operationalization of GNA. Decision on requisite extension on account of the above factor shall be taken by SJVN.

6.8.3.2 In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control of the SPD, SJVN may extend the SCSD after examining the issue on a case-to-case basis. In case of change in Project location(s) by the SPD, extension requests under this clause shall be dealt by SJVN on case-to-case basis. For avoidance of ambiguity, it is clarified that for decisions made under this Clause, the phrase "change in Project location" or its similar connotations, shall refer solely to change in Delivery Point(s) of the Project.

6.8.3.3 Further, in case of delay in commencement of power supply on account of reasons solely attributable to the SPD, resulting in any liquidated damages/penalty levied on the Buying Entity including Transmission charges under the GNA Regulations and/or applicable regulation as notified by CERC, such damages/penalty shall be passed on to the SPD.

6.8.4 EARLY COMMENCEMENT OF SUPPLY OF POWER:

The SPD shall be permitted for full as well as part-commencement of power supply from the Project even prior to the SCSD, subject to availability of connectivity and General Network Access.

Early commencement of power supply will be allowed solely at the risk and cost of the SPD and first right of refusal for offtake of such power will vest with the End procurer. In case the End procurer refuses to buy such power, the right of refusal shall vest with SJVN. In case SJVN agrees to purchase power from such early part/full commencement of power supply prior to SCSD, such power will be purchased at the PPA tariff.

However, in case the entire capacity is commissioned prior to SCSD, SJVN may purchase the generation at PPA Tariff, only in case the Discom agrees to purchase power from the Project at an earlier date, and at the PPA tariff.

In case SJVN does not agree to purchase such energy, early part/full commissioning of the Project shall still be allowed and the SPD will be free to sell such energy to a third party until SCSD or the date of commencement of procurement of power from the Project as notified by SJVN, whichever is earlier. However, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of SJVN.

Such intimation regarding consent to procure energy from early commissioning shall be provided by SJVN within 15 days of receipt of the request being made by the SPD, beyond

which it would be considered as deemed refusal.

6.9 PERFORMANCE BANK GUARANTEE (PBG):

6.9.1 Bidders selected by SJVN based on this RfS shall submit Performance Guarantee for a value @ INR 23.55 Lakhs/MW (Rs. 23,55,000/MW) corresponding to the Contracted Capacity for which PPA is being signed, prior to signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3C with a validity period up to (& including) the date as on 9 months after the SCSD. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by SJVN to the successful Bidder. If any extension of the Scheduled Commencement of Supply Date (SCSD) is granted to the project, the PBG shall also be extended in such a way that it remains valid for 09(Nine) months beyond the extended the Scheduled Commencement of Supply Date (SCSD). PBG shall be submitted for each project separately It may be noted that PPA will be signed only upon successful verification of the PBG submitted by the SPD.

Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this RfS

6.9.2 The PBG is required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder at an earlier date, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of PPA.

6.9.3 The SPD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through a SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 4.4.1(ii) of the RfS.

6.9.4 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD)/ 7.3 C (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.

6.9.5 SJVN has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PBG shall be encashable for being appropriated by SJVN in terms of the guarantee as in the case of appropriation of the cash deposit lying with SJVN.

6.9.6 The selected Bidder for the Project selected based on this RfS is required to sign PPA with SJVN within the timeline as stipulated in Clause 6.11 of the RfS. In case, SJVN offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 6.11 (Power Purchase Agreement (PPA)) of the RfS, 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 equivalent to the amount of the EMD shallbe encashed by SJVN from the Bank Guarantee available with SJVN (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.

6.9.7 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.

6.9.8 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/SPDs. Any Bank Guarantee or amendment if any, submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message istransmitted by the issuing bank through SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to the following branch;.

i	Bank Name	State Bank of India, CAG Branch
ii	Branch	CAG Branch
iii	Bank Address	5th Floor, Parswanath Capital Tower, Bhai Veer Singh Marg, Gol Market, New Delhi-110001,
iv	IFSC Code	IFSC code: SBIN0017313

6.9.9 In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.

6.9.10 After the bidding process is over, SJVN shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction. The PBG of SPDs shall be returned to them, within 45 days after successful commissioning of their projects and commencement of supply of power for contracted capacity as per Terms of PPA, after taking into account any liquidated damages due to delays in commencement of supply of power as per Clause 6.8.2 and 6.8.3.1 of the RfS.

6.9.11 PAYMENT ON ORDER INSTRUMENT (POI):

As an alternative to submission of PBG as above, the SPD also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by SJVN within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3 D of the RfS, within the timelines as per Clause 6.9.1 above, for the amount and validity period as per those Clause 6.9.1 above.

In case the SPD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause above, will be applicable in this case too.

The term "Performance Bank Guarantee (PBG)" occurring in the RfS shall be read as "Performance Bank Guarantee" (PBG)/Payment on Order Instrument (POI)"

6.10 SUCCESS CHARGES & PAYMENT SECURITY MECHANISM (PSM) CHARGES:

6.10.1 SUCCESS CHARGES: The Selected Bidder shall have to pay INR 1.00 Lakh/ MW + 18% GST, corresponding to the Contracted Capacity awarded, to SJVN towards administrative overheads, coordination with State Authorities and others, DISCOM/STU/CTU, pre-commissioning and commissioning expense. The payment has to be made by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA or the date at least 07 days prior to the date of signing of PPA (PPA signing date to be intimated by SJVN), whichever is later. Any delay in depositing the said amount to SJVN as mentioned above within the stipulated time shall attract late payment charges @18% per annum+18% GST, levied on per day basis, on the total Success Charges, till (and including) the date of payment of Success Charges, which shall not be later than the date of signing of PPA. PPA shall only be signed after deposit of the Success Charges to SJVN. In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated above). Further, balance amount to be paid shall attract Interest rate @ one-year SBI MCLR rate /annum on pro-rata basis.

6.10.2 PAYMENT SECURITY MECHANISM:

As part of the Payment Security Mechanism as brought out in the PPA, the SPD shall undertake to pay PSM Charges @ Rs.0.02/kWh to SJVN, by offering a commensurate discount in the monthly tariff payment being made by SJVN.

6.11 POWER PURCHASE AGREEMENT (PPA):

6.11.1 SJVN shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of standard PPA to be executed between SJVN and the selected RPD isavailable on ISN-ETS Portal and also on SJVN's website. The PPA shall be signed within 30 days of the signing of Power Sale Agreement (s), if not extended by SJVN. Subsequent extension in this timeline shall be finalized as mutually agreed by SJVN and the SPD. PPA will be executed between SJVN and selected bidder or its SPV for the Project.

6.11.2 PPA will be executed between SJVN and the SPD as per the break up of the Project Capacity awarded to the Bidder which shall remain unchanged until issuance of LoA. Subsequent to issuance of LOA, the above configuration can be changed till the time of Financial closure, subject to provisions stipulated in clause 6.2.1. Further at the time of bid submission, for each Project, the bidder shall provide a tentative hourly generation profile for a representative day for a single year, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA.

In addition to the above, the Successful Bidder shall also submit a detailed Schedule for the Project execution prior to the signing of PPA. Broad details to be captured in the Schedule are

the land procurement, grid connectivity; order, supply and erection status of various Project components; financial arrangement/ tie up etc.

Delay in meeting the project execution timeline on account of changes in the project parameters from the data as submitted in the Covering Letter (Format 7.1), shall be at the risk and cost of the Successful Bidder. The PPA(s) will be signed after signing of PSA(s) for the respective Project(s).

In case any change in project location by the SPD during the project construction period results in any modification in the GNA to be taken by the Buying Entity, any additional charges/ penalties payable by the Buying Entity in this regard shall be borne by the SPD.

6.11.3 The PPAs shall be valid for a period of 25 years from the Scheduled Commencement of Supply Date (SCSD) or the date of commencement of supply of full Project Capacity, whichever is later. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPD, Buying Entity and SJVN.

6.11.4 The Performance Bank Guarantee as per Clause 6.9 above and Success Charges as per Clause 6.10 above, shall be submitted by the SPD prior to signing of PPA. Before signing of PPA between SJVN and the SPDs, SJVN will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the SPDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

6.11.5 Successful bidders will have to submit the required documents to SJVN within 60 days from the date of issue of LoA. In case of delay in submission of documents beyond the period as mentioned above, SJVN shall not be liable for delay in verification of documents and subsequent delay in signing of PPA. Effective Date of the PPA shall be the date of signing of PPA. In case SJVN intimates to the Successful Bidder, a particular date as the date for signing of PPA and the PPA signing gets delayed on account of reasons attributable to the SPD, the date as specified by SJVN shall become the Effective Date of the PPA, irrespective of the date of signing of PPA.

6.11.6 Back-to-back Power Sale Agreements (PSAs) in respect of all rights and obligation under the PPA between the SPD and SJVN, will be executed by SJVN with the Buying Entity for sale of power to Buying Entity, with the buying entity assuming all the obligations of SJVN under the PPA. SJVN's obligation to SPD under the PPA shall also be on the back- to-back basis as provided in the PPA and the corresponding PSA. Various provisions provided in the SJVN-SPD PPA shall mutatis mutandi apply to PSA between SJVN and Buying Entity, however, PSA signed with Buying Entities could be in elaborated form or in short form as per consultation done with Buying Entities. Power procured from the Project awarded under this RfS shall be allocated on back-to-back basis to the Buying Entities at the discretion of SJVN, in consultation with Buying Entities.

6.11.7 The SPDs are free to operate their projects after expiry of the 25 years of PPA period if other conditions such as land lease etc., permit. However, any extension of the PPA period beyond 25 years shall be through mutual agreements between the SPD, SJVN and the Buying Entities, as the case may be, as approved by the Appropriate Commission, provided that the

arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 25 years.

6.11.8 APPLICABLE TARIFF: "Applicable Tariff" means the final quoted single tariff, which shall be quoted for 25 years of term of the of PPA. The tariff shall be quoted at the delivery point. The tariff shall be quoted specifically as per the instructions laid out in the RfS.

6.12 FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS:

6.12.1 The Projects shall achieve Financial Closure within 18 (eighteen) months from the Effective Date of the PPA.

6.12.2 At the stage of financial closure, the SPDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the SPD shall submit a certificate/necessary document from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity. The SPD shall also submit the DPR of the Project, detailing out project configuration and proposed commissioning schedule of the Project.

6.12.3 Checklist of documents to be submitted at this stage is provided at Annexure-C of the RfS.

6.12.4 In case of default in achieving above condition as may be applicable within the stipulated time, SJVN shall be entitled to encash PBG/POI and shall remove the Project from the list of the selected Projects, unless the delay is on account of factors not owing to any action or inaction on the part of the SPD, or caused due to a Force Majeure as per PPA. An extension can however be considered, on the sole request of SPD, on advance payment of extension charges of **INR 1,000/- per day per MW**. This extension will not have an impact on the obligation of SPD to achieve commissioning by the Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, SJVN shall issue notices to the SPDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective SPDs to either furnish the necessary documents or make the above mentioned payment of Rs. 1,000/MW/day. In case of non- submission of either-the requisite documents or the necessary amount upon expiry of the above mentioned notice period of 7 days-SJVN shall encash the PBG/POI of the corresponding SPDs and terminate the PPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid by the SPDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the SPD. In case of the SPD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the SPD shall be returned by SJVN. Interest on account of delay in deposition of the above mentioned charges or on any subsequent extension sought, shall be levied @ one year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the SPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date.

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

6.13 LAND ARRANGEMENTS FOR THE PROJECT:

6.13.1 The SPD shall be entirely responsible for acquiring the land required for setting up the project and SJVN shall not in any manner be responsible for the same.

6.13.2 The SPD shall submit documents/Lease Agreements to establish possession/right to use 100% (hundred per cent) of the required land in the name of the SPD for a period not less than the complete term of the PPA, on or before the SCSD. Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or Procurer, in case of default of the Solar Power Generator.

6.13.3 The SPD shall submit a sworn affidavit from the authorized signatory of the SPD listing the details of the land and certifying that total land required for the Project is under clear possession of the SPD.

6.13.4 With respect to demonstration of land possession by the SPD, commissioning of the Project will not be allowed until the demonstration of land possession by the SPD in terms of this Clause and **Clause 6.8.4 of the RfS**. However, in case of delays in demonstrating land possession by the SPD on account of Government delay (including but not limited to delay in land use pattern change, and/or relaxation under respective State land ceiling Act, and/or land lease permission from State Government/Authorities) or delay caused due to a Force Majeure as per PPA, SCSD shall be suitably extended.

6.14 COMMERCIAL OPERATION DATE (COD) AND COMMENCEMENT OF SUPPLY DATE (CSD):

6.14.1 Commercial Operation Date (COD) and Commencement of Supply Date (CSD) shall be the date declared by the generating station after undergoing a successful trial run as per IEGC grid code 2023 and amendments thereof, and subject to fulfilment of other conditions, if any, of this PPA. In the case of a generating station as a whole, the commercial operation date of the last unit of the generating station shall be considered as the COD of the generating station. Further, Commencement of Supply Date (CSD) shall be the date of commencement of supply of power of the contracted capacity. The following milestone dates may therefore be observed and may fall on separate dates.

(a) Interconnection with Grid: This may be provided by the STU/ CTU/ DISCOM, on the request of the SPD, even if the Project is only partially ready, to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.

(b) Commissioning of the Project: This will be on a date, when the project meets the criteria defined for project commissioning. SJVN may authorize any individual or committee or organization to declare the project commissioned on site.

6.14.2 Prior to commencement of power supply under the PPA, the SPD shall be required to

demonstrate installation and COD of rated capacities of Solar PV components on pro-rata basis, pertaining to the Contracted Capacity (part/full) being proposed to commence power supply.

6.14.3 Any energy produced and flowing into the grid before CSD shall not be at the cost of SJVN under this scheme and developers will be free to make short-term sale to any organization or individual. SJVN may agree to buy this power as a trader if they find it viable outside this RfS.

6.14.4 The SPD shall submit requisite documents as mentioned below, at least 30 days prior to part/full commencement of supply of power from the Project, including but not limited to the following:

i) Intimation regarding the timeline for commencement of supply of power from the Project.
ii) Installation report duly signed by the authorized signatory as per Annexure-C of the RfS. The SPD is advised to take due care in furnishing such Installation Report.
iii) CEI/CEIG (as applicable) report containing approval for all the components, including modules, inverters, transformers and protection system, along with all annexures/attachments. It would be the responsibility of the SPD to obtain the certificate.
iv) Approval of Metering arrangement/scheme from CTU/GRID INDIA/ any other concerned authority as applicable
v) Plant Layout, Plant (AC & DC) SLD.
vi) Documents pertaining connectivity of the Project to ISTS substation
vii) Affidavit certifying that the SPD has obtained for all the necessary approvals for commencement of power supply from the Project, and indemnifying SJVN against any discrepancies in the above details.
viii) Affidavit from the SPD certifying possession of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying SJVN against any discrepancies in the above details.
ix) Documents to establish the compliance of technical requirement as per PPA/RfS
x) Invoices against purchase of the solar modules, Inverters/PCUs, WMS, SCADA and DC cables along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of solar modules and inverters at site along with certified summary sheet by the authorized signatory
xi) Any other document as deemed necessary by SJVN for the purpose of commissioning.

6.15 MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER:

6.15.1 The Bidder shall provide complete information in their bid in reference to this RfS about its promoters and upon issuance of LoA, the SPD shall provide information about its promoters and their shareholding in the Company before signing of PPA with SJVN.

6.15.2 No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of thePPA.

Following shall not be considered as change in shareholding as mentioned above:

i. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.

ii. Conversion of CCDs, CCPs etc. already issued to existing shareholders.

iii. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at thetime of signing of PPA), insolvent, insane of existing shareholders.

iv. Transfer of shares within the members of Immediate Promoter Group only.

v. Transfer of shares to IEPF

vi. Issue of Bonus Shares

6.15.3 **In case of the Successful Bidder itself executing the PPA**, it shall ensure that its promotors shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors) of the bidding company/consortium till 01 (one) year from the SCSD, except with the prior approval of SJVN.

6.15.4 **In case of Project being executed through SPVs**: The Successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA shall not fall below 51% at any time prior to 01 (one) year from the SCSD, except with the prior approval of SJVN. In the event the Successful Bidder is a consortium, then 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 01 (one) year from the SCSD except with the prior approval of SJVN. Further, the successful bidder shall ensure that its promoters shall not cede control of the bidding company till 1 (one) years from the SCSD, except with the prior approval of SJVN.

6.15.5 **In case of companies having multiple promoters** (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after SCSD.

6.15.6 Any change in the shareholding after the expiry of 01 year after SCSD can be undertaken under intimation to SJVN.

----------END OF SECTION----------

SECTION VII:

FORMS & FORMATS FOR BID SUBMISSION

FORMAT 7.1

COVERING LETTER

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

Ref.No…… **Date:**

From…… *(Insert name and address of Bidding Company/ Lead Member of Consortium*)
……..
…….

Tel.#:
Fax#:
E-mail #

To,
SJVN Limited
6th Floor, Tower-1, NBCC Office Complex,
East Kidwai Nagar, New Delhi - 110 023

Subject: Response to RfS No. …….. dated …….. for (Insert title of the RfS)

Dear Sir/ Madam,

We, the undersigned….....[Insert name of the 'Bidder'] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for the Term of the PPA to SJVN, 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 7.8 under Disclosure) **OR** We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per Format 7.8A in this regard (strike out whichever is not applicable).

We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 1200 MW, including this response to RfS. We are submitting application for the development of following Project(s): -

Capacity of Projects applied	**Location(s) (Village, Tehsil, Dist., State)**	**Interconnection points details**	**Proposed CUF**

1. We give our unconditional acceptance to the RfS, dated*[Insert datein dd/mm/yyyy]*, standard

PPA and PSA documents attached thereto, issued by SJVN. In token of our acceptance to the RfS, PPA and PSA documents along with the amendments and clarifications issued by SJVN, the same have been digitally signed by us and enclosedwith the response to RfS. We shall ensure that the PPA is executed asper the provisions ofthe RfS and provisions of PPA and shall be binding on us. Further, we confirm that the supply of power of full contracted capacity shall commence within the deadline as per Clause 6.8.2 of the RfS. We further undertake that we shall demonstrate possession of 100% area ofthe identified land, within the timelines as per the RfS.

2. Earnest Money Deposit (EMD):- (*Please read Clause 3.10 carefully before filling*)

We have enclosed EMD of INR ……. (Insert Amount), in the form of Bank Guarantee ……. [Insert bank guarantee] dated [Insert date of bank guarantee/] as per Format 7.3A/7.3B from.[Insert name of bank providing bank guarantee issuing agency] and valid up to in terms of Clause No. 3.10 of this RfS. The total RE capacity
for supply of Solar Power offered by us is ……. MW [Insert cumulative capacity proposed]. (Strike off whichever is not applicable).

3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, Success charge for the selected Projects, within due time as mentioned in Clause Nos. 6.9 & 6.10 of this RfS on issue of LoA by SJVN for the selected Projects and/ or we are not able to sign PPA with SJVN within the timeline as stipulated in the RfS for the selected Projects, SJVN shall have the right to encash the EMD submitted by us and return the balance amount(if any) for the value of EMD pertaining to unsuccessful capacity.

4. We have submitted our response to RfS strictly as per Section VII (Forms and Formatsfor bid submission) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. We hereby declare that during the selection process, in the event our bid happens to bethe last bid in the list of successful bids and SJVN offers a capacity which is greater than or equal to 50% of our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.

6. **Acceptance:-** We hereby unconditionally and irrevocably agree and accept that the decision made by SJVN 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 from the provisions of the RfS and all claims in respect of this process.

   We also unconditionally and irrevocably agree and accept that the decision made by SJVN in respect of award of Projects according to our preference order as above and in line with the provisions of the RfS, shall be binding on us.

7. **Familiarity with Relevant Indian Laws & Regulations:-** We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS and execute the PPA, in the event of our selection as Successful Bidder.

8. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board

Resolution prior to signing of PPA with SJVN, committing total equity infusion in the SPV as per the provisions of RfS.

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

10. 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 SJVN.

11. The information submitted in our response to the RfS is correct to the best of ourknowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

12. 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 12 months from the last date of submission of response to RfS].

13. Contact Person:

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

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

14. 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 seller's event of default under PPA and consequentprovisions of PPA shall apply.

Dated the_____ day of_____, 20….

Thanking you,
We remain,
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose namePower of Attorney/ Board Resolution/ Declaration.

FORMAT 7.2

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortiums)

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

(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value***)**

KNOW ALL MEN BY THESE PRESENTS THAT M/s ..... having its registered office at ……..… and M/s ……..…. having its registered office at…… (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named ……. (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated……..… and having agreed to appoint M/s…… as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s…..…….. a company incorporated under the laws of ……..…… and having its Registered/Head Office at ……. as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No……..

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 aboveresponse 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: ……...

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-II, Definition of Terms of the RfS.

FORMAT 7.3A

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT(EMD)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference: ……
Bank Guarantee No.: ……
Date: . ……...

In consideration of the ……... [*Insert name of theBidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for "**Selection of SPD for setting up of 1200 MW ISTS-connected Solar PV Power Projects anywhere in India under Tariff-based Competitive Bidding"** of the cumulative capacity …… MW [*Insert cumulative Bid capacity/ Contracted Capacity proposed*] for supply of power there from on long term basis, in response to the RfS No. dated issued by SJVNLimited (hereinafter referred to as SJVN) and SJVN considering such response to the RfS of[*Insert the name of the Bidder*] as per the terms of the RfS, the …….. [*Insert name & addressof bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SJVN at [*Insert Name of the Place from the address of SJVN*] forthwith without demur on demand in writing from SJVN or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees ……..……. [In*sert amount notless than that derived on the basis of Rs. 9.42 Lakhs per MW of Bid capacity / Contracted Capacity proposed*], subject to a maximum of 20 crore only, on behalf of M/s …….. [*Insert name of theBidder*].

This guarantee shall be valid and binding on this Bank up to and including …….. [*insert date of validity in accordance with Clause No. 3.10 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 INR …….. (Indian Rupees …….. only). Our Guarantee shall remain in force until …….. [*insert date of validity in accordance with Clause No. 3.10 of this RfS*]. SJVN shall be entitled to invoke this Guarantee till……[*insert date of validity inaccordance with Clause No. 3.10 of this RfS*].

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

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 SJVN to justify the invocation of thisBANK GUARANTEE, nor

shall the Guarantor Bank have any recourse against SJVN in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi 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 SJVN 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 orany demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SJVN or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuancemessage is transmitted by the issuing Bank through SFMS to State Bank of India, CAG Branch, 5th Floor, Parswanath Capital Tower, Bhai Veer Singh Marg, Gol Market, New Delhi-110001 IFSC code: SBIN0017313, Client Name: SJVN Ltd.

Notwithstanding anything contained hereinabove, our liability under this Guarantee isrestricted to INR …….. (Indian Rupees …….. Only) and it shall remain in force until …….. [*Date to be inserted on the basis of Clause No. 3.10 of this RfS*].

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

Signature: ……..…..
Name: ……..…
Power of Attorney No.:……

For

…….[*Insert Name and Address of the Bank*]

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this …… day of ……..., 20 ……..…

FORMAT 7.3 B

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF BG AGAINST EMD)

No. …….. …….. Date: ……..

Registered

To,
SJVN Limited
6th Floor, Tower-1, NBCC Office Complex,
East Kidwai Nagar, New Delhi – 110023

Reg: M/s …….. (*insert name of the Bidder*) – Issuance of Payment on Order Instrument for an amount of Rs. ……..

Dear Sir,

1) It is to be noted that M/s …….. (*insert name of the POI issuing Agency*) **('IREDA/REC/PFC')** has sanctioned a non-fund based limit loan of Rs…….. (Rupees …….. only) to M/s …….. under the Loan Agreement executed on …….. to execute Renewable Energy Projects.
2) At the request of M/s……, on behalf of…….. (*insert name of the Bidder*), this Payment on Order Instrument (POI) is issued for an amount of Rs…….. (Rupees …….. (in words)). This Payment on Order Instrument comes into force immediately.
3) In consideration of the…… [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for "**Selection of SPD for setting up of 1200 MW ISTS-connected Solar PV Power Projects anywhere in India under Tariff-based Competitive Bidding"** of the capacity of ……. MW [*Insert Bid capacity / Contracted Capacity proposed*] for supply of power there from on long term basis, in response to the RfS No. …….. dated …….. issued by SJVN Limited (hereinafter referred to as SJVN) and SJVN 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 IREDA/PFC/REC*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SJVN at [In*sert Name of the Place from the address of SJVN*] forthwith without demur on demand in writing from SJVN or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees …….. [*Insert amount not less than that derived on the basis of Rs. 9.42 Lakhs per MW of Bid capacity / Contracted Capacity proposed*], subject to a maximum of 20 crore only, on behalf of M/s [*Insert name of the Bidder*].
4) In consideration of the above facts, IREDA/REC/PFC, having its registered office at ……., agrees to make payment for the sum of INR …….. lakhs (in words ……..) to SJVN on the following conditions:
   (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of …….. days of receipt of request from SJVN within the validity period of this letter as specified herein;
   (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector

Bank and shall be enforceable in the same manner as in the case ofa Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC orits constituents notwithstanding any dispute that may be raised by the against SJVN;

(c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;

(d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extensionof time or variation and alternation made given or agreed with or without knowledge orconsent of the parties (SJVN and Bidding Party), subject to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;

(e) This Payment on Order Instrument can be invoked either partially or fully, till the dateof validity;

(f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SJVN made in any format within the validity period. IREDA/REC/PFC shall not require SJVN to justify the invocation of the POI against the SPV/SPD, to make any claim against or any demand against the SPV/SPD or to give any notice to the SPV/SPD;

(g) The POI shall be the primary obligation of IREDA/REC/PFC and SJVN shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/SPD;

(h) Neither SJVN is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against SJVN in respect of the payment made under letter of undertaking.

5) Notwithstanding anything contrary contained anywhere in this POI or in any otherdocuments, this POI is and shall remain valid up to and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs …….. and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

Thanking you

Yours faithfully For and on behalf of

M/s ……..…..

(name of the POI issuing Agency)

Copy to:-

M/s……..

…….. …. As per their request

FORMAT 7.3 C

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted Separately for each Project)

(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper ofAppropriate Value*)

Reference: ……
Bank Guarantee No.: .....
Date: .....……

In consideration of the…… [Insert name of the Bidder] (hereinafter referred to as 'selected Solar Power Developer' or 'SPD') submitting the response to RfS inter alia for …… [Insert title of the RfS] of the capacity of …… MW, at …… [Insert name of the place], for supply of power there from on long term basis, in response to the RfS dated …… issued by SJVN Limited (hereinafter referred to as SJVN) and SJVN considering such response to the RfS of……..[Insert name of the Bidder] (which expression shall unless repugnantto the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the RE Power Developer and issuing Letter of Award No. ……to…….(Insert Name of selected RE Power Developer) as per terms of RfS and the same having been accepted by the selectedSPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected RE Power Developer or a Project Company, 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 SJVN at [*Insert Name of the Place from the address of the SJVN*] without demure forthwith on demand in writing from SJVN or any Officer authorized by it in this behalf, any amount up to and not exceeding Indian Rupees……[Total Value] only, on behalf of M/s…… …… [*Insert name of the selectedSolar Power Developer/Project Company*]

This guarantee shall be valid and binding on this Bank up to and including…….and shall not be terminable by notice or any change in the constitution of the Bank or the term of contractor 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 INR …… (Indian Rupees …… Only).

Our Guarantee shall remain in force until …… SJVN shall be entitled to invoke this

Guarantee till ……

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by …… [Insert name of the selected RE Power Developer/ Project Company as applicable] and/ or any other person. The Guarantor Bank shall not require SJVN to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SJVNin respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi 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 SJVN shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected RE Power Developer/ Project Company, to make any claim against or any demand on the selected RE Power Developer/ Project Company or to give any notice to the selected RE Power Developer/ Project Company or to enforce any security held by SJVN or to exercise, levy or enforce any distress, diligence or other process against the selected RE Power Developer/ Project Company, diligence or other process against the selected Solar Power Developer / Project Company.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to State Bank of India, CAG Branch, 5th Floor, Parswanath Capital Tower, Bhai Veer Singh Marg, Gol Market, New Delhi-110001 IFSC code: SBIN0017313, Client Name: SJVN Ltd.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee isrestricted to INR …… (Indian Rupees …… Only) and it shall remain in force until …… (Provide for two additional months after the period of Guarantee for invoking the process of

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

Signature: ……

Name: ……..….

Power of Attorney No.: ……

For

…….. *[Insert Name and Address of the Bank*]

Contact Details of the Bank

E-mail ID of the Bank:

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

Witness:

1.

…….Signature

Name and Address

2.…….Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the ScheduledCommercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

FORMAT 7.3 D

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF PBG)

No. …….. …….. Date: ……..

Registered

To,
SJVN Limited
6th Floor, Tower-1, NBCC Office Complex,
East Kidwai Nagar, New Delhi – 110023

Reg: M/s…….. (insert name of the PPA signing entity) (Project No…….…… (insert project ID issued by SJVN) – Issuance of Payment on Order Instrument for an amountof Rs.……

Dear Sir,

1. The Ministry of New and Renewable Energy, Government of India vide its letter dated 12th March 2020 has decided that to facilitate the promotion of solar and wind power development and implementation of the project by the Solar and Wind Power Developerswho have entered into financing and funding agreements with IREDA/REC/PFC, the security by way of PBG in the form of Performance Bank Guarantee given by the Developers be allowed to be substituted by Letter of Undertaking/ Payment on Order Instrument issued by Non-Banking Finance Companies under the control of the Ministry of New and Renewable Energy and Ministry of Power. SJVN and other nodal agencies appointed by the Government of India with whom the power developers have entered into Power Purchase Agreement may accept the same in place of PBG. The Ministry of New and Renewable Energy vide letter dated 12.03.2020 has, inter-alia, decided asunder:
   After carefully examining the matter, the Ministry have decided as follows:

   i) SECI or NTPC or any other Renewable Energy implementing agency on behalf of MNRE (henceforth called implementing agencies) may release the Performance Bank Guarantee (PBG) of any project if RE developers are able to replace the same with Letter(s) of Undertaking to pay in case situation of default of RE developer in terms of Power Purchase Agreement (PPA) arises, from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC), the three non-banking financial institutions under Ministry of New & Renewable Energy (MNRE)/ Ministry of Power (MoP). These three financial institutions - IREDA or PFC or REC may issue such Letter(s) of Undertaking to pay only after securing their financial interests taking into account the security(ies) available with them as per their policy and after due diligence. These non-banking financial institutions would ensure that the security(ies) available with them are enough to cover full risk/ or exposure, which may arise on account of issue of such Letter(s) of Undertaking. Such Letter(s) may be termed as "Payment on Order instrument" and will have same effect as that of a Bank Guarantee issued by any public sector bank. This "Payment on Order instrument" would have terms and conditions similar to that of any Bank Guarantee given by any public sector bank and would promise to pay the

implementing agencies on demand within stipulated time.

ii) RE developers can seek such Letters(s) by offering due security to the above mentioned three non-banking financial institutions mentioned above (IREDA, PFC& REC) for seeking replacement of their Bank Guarantees already pledged with the implementing agencies.

iii) For future projects, RE developers would be at liberty to either pledge Bank Guarantee(s) or Letter(s) of Undertaking as stated above towards Performance Bank Guarantee.

iv) The above decisions may be treated as amendments to the respective Standard Bidding Guidelines (SBG) (solar and notified accordingly.

v) Implementing agencies shall not accept the instrument of 'Letter of Undertaking' as described above or in any other form, from any other non- banking financial institutions or bank, except IREDA, PFC & REC

2. It is to be noted that M/s…..…… (insert name of the POI issuing Agency) **('IREDA/REC /PFC')** has sanctioned a non-fund-based limit loan of Rs…….. (Rupees ……. only) to M/s…… under the Loan Agreement executed on to execute Renewable Energy Projects.
3. At the request of M/s ……, on behalf of …….. (insert name of the SPV), this Payment on Order Instrument (POI) for an amount of Rs…….. (Rupees……(in words)). This Payment on Order Instrument comes into force immediately.
4. In consideration of the _____ [Insert name of the Bidder] (hereinafter referred to as selectedRE Power Developer') submitting the response to RfS inter alia for selection of Contracted Capacity of MW, at…….[Insert name of the place] under RfS for …….. (insert name of the RfS), for supply of power there from on long term basis, in response to the RfS dated……. issued by SJVN Ltd (hereinafter referred to as SJVN) and SJVN considering such response to the RfS of …….. [insert the name of the selected RE Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the RE Power Project of the RE Power Developer (SPD) and issuing Letter of Award No…….. to (Insert Name of selected RE Power Developer) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected RE Power Developer or a Project Company, 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 IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to SJVN at [Insert Name of the Place from the address of the SJVN] forthwith on demand in writing from SJVN or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees ……. [Total Value] only, on behalf of M/s…….. [Insert name of the selected RE Power Developer / Project Company].
5. In consideration of the above facts, IREDA/REC/PFC, having its registered office at …….., agrees to make payment for the sum of Rs. lakhs (in words……) to SJVN on the following conditions:-
   (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of___days of receipt of request from SJVN within

the validity period of this letter as specified herein;

(b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case ofa Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honoured irrespective of any agreement or its breach between IREDA/REC/PFC orits constituents notwithstanding any dispute that may be raised by the against SJVN;

(c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;

(d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extensionof time or variation and alternation made given or agreed with or without knowledge orconsent of the parties (SJVN and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;

(e) This Payment of Order Instrument can be invoked either partially or fully, till the dateof validity;

(f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SJVN made in any format within the validity period. IREDA/REC/PFC shall not require SJVN to justify the invocation of the POI against the SPV/SPD, to make any claim against or any demand against the SPV/SPD or to give any notice to the SPV/SPD;

(g) The POI shall be the primary obligation of IREDA/REC/PFC and SJVN shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/SPD;

(h) Neither SJVN is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against SJVN in respect of the payment made under letter of undertaking.

Notwithstanding anything contrary contained anywhere in this POI or in any otherdocuments, this POI is and shall remain valid upto……..and IREDA /REC/ PFC shall make payment thereunder only if a written demand or request israised within the said date and to the maximum extent of Rs…… and IREDA/REC/PFCshall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

Thanking you
Yours faithfully
For and on behalf of

M/s…….. (Name of the POI issuing agency)

Copy to:-
M/s……
PP……

……. As per their request

FORMAT 7.4

FORMAT FOR BOARD RESOLUTIONS

The Board, after discussion, at the duly convened Meeting on [*Insert date*], with theconsent 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. for (insert title of the RfS), including signing and submission of all documents and providing information/ response to RfS to SJVN Limited (SJVN), representing us in all matters before SJVN, and generally dealing with SJVN 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, 1956or 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***)

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

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%**)

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded toparticipate 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 each Member of the Bidding Consortiumincluding Lead Member*)**

And

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 execute by the Consortium as per the provisions of the RfS. ***[To be passed by the Lead Member of theBidding 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 7.5

FORMAT FOR CONSORTIUM AGREEMENT

(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value*)

THIS Consortium Agreement ("Agreement") executed on this…. Day of……. Two thousand……. between M/s……..[*Insert name of Lead Member*] a Companyincorporated 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 itsRegistered Office at……. (hereinafter called the "**Member-n**", which expression shallinclude its successors, executors and permitted assigns), [*The Bidding Consortium should listthe details of all the Consortium Members*] for the purpose of submitting response to RfS andexecution of Power Purchase Agreement (in case of award), against RfS No…… … … . . dated__ …… issued by SJVN Limited (SJVN) a Company incorporated under the Companies Act, 2013, and having its Registered Office at 6th Floor, Tower-1, NBCC Office Complex, East Kidwai Nagar, New Delhi - 110023.

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 SJVN desires to purchase Power under RfS for_____(insert title ofthe RfS);

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

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceableConsortium Agreement in a format specified by SJVN wherein the Consortium Members haveto 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 Membersto 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 intheissued 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 01 (one) year after Commencement of Supply Date (CSD).

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller 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 commitment.

10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi 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 SJVN 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 SJVN.

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 PPAexcept with prior written consent of SJVN.

15. This Agreement
    a) has been duly executed and delivered on behalf of each Member hereto andconstitutes 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 andwith prior written consent of SJVN.

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:

Signature……..	Signature……..
Name……...	Name……...
Address:……...	Address:……...

For M/s……..[Member n]
…….
(Signature, Name & Designation of the person authorized vide Board Resolution dated…...)

Witnesses:

Signature……..	Signature……..
Name……...	Name……...
Address:……...	Address:……...

……
Signature and stamp of Notary of the place of execution

FORMAT 7.6

FORMAT FOR FINANCIAL REQUIREMENT

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref. No……
Date:……
From:……*(Insert name and address of Bidding Company/ Lead Member of Consortium*)

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

To

SJVN Limited
6th Floor, Tower-1, NBCC Office Complex,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No……. dated…….. for…….

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs…….. Cr. (……. in words) as on the last date of Financial Year 2023-24 or as on the date at least 7 days prior to the bid submission deadline (Strike out wherever not applicable).

This Net Worth has been calculated in accordance with instructions provided in Clause 4.3.1 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore)
Company 1			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered*

accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium (To be filled by each Member in a Bidding Consortium separately) Name of Member: ……. [*Insert name of the Member*]

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: …….. Crore (Equity Commitment (%) * Rs. …… Crore)

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company* (If any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Annual Turnover Criteria, by demonstrating an Annual Turnover of INR……. (…….. in words) as on the end of Financial Year 2023-24 or as on the day at least 7 days prior to the bid submission deadline (choose one). (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Annual Turnover by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (In Rs. Crore)
Company 1			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the*

financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium (To be filled by each Member in a Bidding Consortium separately) Name of Member: …… [*Insert name of the Member*]

Annual Turnover Requirement to be met by Member in Proportion to the Equity Commitment: INR…… Crore (Equity Commitment (%) * Rs. …… Crore)

For the above calculations, we have considered Annual Turnover by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (If Any)	Annual Turnover (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Annual Turnover (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Profit Before Depreciation Interest and Taxes (PBDIT) criteria as mentioned in the RFS, by demonstrating a PBDIT of INR ……. (in words) as on the end of Financial Year 2023-24 or as on the day at least 7 days prior to the bid submission deadline. (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the PBDIT by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company*	PBDIT (in Rs. Crore)
Company 1			

Total	

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately) Name of Member: ….[Insert name of the Member]

PBDIT Requirement to be met by Member in Proportion to the Equity Commitment: INR……Crore (Equity Commitment (%) * Rs. ……..Crore)

For the above calculations, we have considered PDBIT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company* (If Any)	PDBIT (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate PBDIT (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)
Membership No.
Regn. No. of the CA's Firm:

Date:

Note:

a. Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.

b. Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

c. In case of the Bidder choosing to meet the Liquidity criteria through an In-principle sanction letter, such document shall be separately submitted by the bidder as part of the bidder'sResponse to RfS.

FORMAT 7.7

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to SJVN Limited, in respect to our response to RfS vide RfS No……..dated…….., that M/s ……..(insert name of the Bidder), or any of its Affiliates is not a wilful defaulter to any lender, and that there is no major litigation pending or threatened against M/s……(insert name of the Bidder) or any of its Affiliates which are of a naturethat could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

(Name and Signature of the Authorized Signatory)

FORMAT 7.8

FORMAT FOR DISCLOSURE

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

DISCLOSURE

Ref. No…….. Date: …….

From:……*(Insert name and address of Bidding Company/ Lead Member of Consortium*)
…….
……

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

To

SJVN Limited
6th Floor, Tower-1, NBCC Office Complex,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No……dated…… for ……..

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No……dated…….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 declare and confirm that in terms of the definitions of the RfS, M/s…….. (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

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 LoA/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 SJVN for a period of 2 years from the date of default as notified by SJVN.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 4.1.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl.17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SJVN shall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the tariff in RfS for……. (Enter the name of the RfS).

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

Dated the …….. day of…….., 20…….

Thanking you,

We remain, Yours faithfully,

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

FORMAT 7.8 A

FORMAT FOR DISCLOSURE

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

(To be submitted by all such bidders in which a common Company/companies directly/indirectly own(s) more than 10% but less than 26% shareholding)

DISCLOSURE

Ref.No……. Date:……..

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

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

To

SJVN Limited
6th Floor, Plate-B, NBCC Office Block Tower-1,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No……dated ……..for……..

Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the RfS, M/s…….. (enter name of the common shareholder) is our Group Company, and has a direct/indirect shareholding of less than 26% in the bidding company. M/s……. (enter name of the common shareholder) also holds directly/indirectly less than 26% shareholding in other Companies which may participate in this RfS, i.e. RfS No . …….

We undertake that M/s…….. (enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this RfS by M/s…… (enter name of the bidding company/member in the consortium). We further undertake that while undertaking any action as part of our response to RfS, we are not complicit with other such bidders participating in this RfS, in which M/s……. (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

We further declare and confirm that in terms of the definitions of the RfS, M/s…… (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity (ies) mentioned above

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 LoA/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 SJVN for a period of 2 years from the date of default as notified by SJVN

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 4.2.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 11 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SJVN shall take appropriate action as deemed necessary.

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

Dated the…… day of……., 20……..

Thanking you,

We remain,

Yours faithfully,

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

ANNEXURE TO FORMAT 7.8/7.8A

DECLARATION
RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES: MoF OM No 7/10/2021-PPD(1) dated 23.02.2023

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

Ref. No…….. Date: ……
From: …… *(Insert name and address of Bidding Company/Member of Consortium*)
……..
……
Tel.#:
Fax#:
E-mail address#

To

SJVN Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to the RfS No.....dated ……

Dear Sir/ Madam,

This is with reference to attached order No. OM no. 7/10/2021-PPD(1) dated 23.02.2023 issued by Department of Expenditure, MoF, Govt of India.

We are hereby submitting the following declaration in this regard:

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

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

Dated the……day of ……., 20……

Encl: OM dated 23.02.2023, as referred above
Name, Designation, Seal and Signature of Authorized Signatory

FORMAT 7.9

FORMAT FOR TECHNICAL CRITERIA

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium) (To be Submitted Separately for each Project)

Ref. No……. Date:……..

From: …….. (Insert name and address of Bidding Company/Member of Consortium)
……
Tel.#:
Fax#
E-mail address#

To

SJVN Limited
6th Floor, Plate-B, NBCC Office Block Tower-1,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No. …… dated…….for……..

Dear Sir/ Madam,

We hereby undertake to certify in line with Clause 6.12 under the title "Financial Closure" that the following details shall be furnished within 18 (eighteen) months/ 24 (twenty four) months (strike off whichever is not applicable) from Effective Date of the PPA.

1) Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.
2) DPR of the Project, detailing out project configuration and proposed commissioning schedule of the Project.
3) Any other details sought as per the checklist communicated by SJVN Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for actions as per the provisions of the RfS

Dated the……day of……, 20….

Thanking you,

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

FORMAT 7.10

DECLARATION BY THE BIDDER FOR THE PROPOSED WIND-SOLAR HYBRID CONFIGURATION

(To be Submitted on the letterhead of the Bidder)

1	Name of Bidding Company/ Lead Member of Bidding Consortium	
2	Location(s) of Solar PV Power Project	
3	Contracted Capacity proposed (AC/DC)	…….. MW
4	Committed Annual CUF for the offered capacity to be supplied in %	…….. %
5	Brief about the proposed technology	(To be enclosed as Annexure to this Format)

Dated the……day of……, 20….

Thanking you,

Yours faithfully,

…….

Encl.:

Hourly generation profile for a representative day for a single year, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA, as required under Cl 6.11.2.

FORMAT 7.12

PRECONTRACT INTEGRITY PACT

Between

SJVN Limited, a company incorporated under the relevant law in the matter and having its registered office at **SHAKTI SADAN, SHANAN, P.O. SANJAULI, SHIMLA, HP-171006** hereinafter referred to as "The SJVN" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part.**

And

M/s....., a company/ firm/ individual (status of the company) constituted in accordance with the relevant law in the matter and having its registered office at..... represented by Shri ....., hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**.

WHEREAS the SJVN proposes to procure under laid down organizational procedures, contract/s for **"RfS for Selection of Solar Power Developers for setting up of 1200 MW ISTS-connected Solar Power Projects anywhere in India under Tariff-Based Competitive Bidding"** (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No. **RfS No.: SJVN/CC-Delhi/REIA/2024-25/SOLAR-2 TSC: SJVN-2024-TN000005**

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of thecontract to be entered into with a view to:-

Enabling the SJVN to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corruptpractice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the SJVN will commit to prevent corruption, in any form, by its officials by following transparent procedures.

1.0Commitments of the SJVN

1.1 The SJVN undertakes that no official of the SJVN, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contact.

1.2 The SJVN will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will

provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.

1.3 All the officials of the SJVN will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the SJVN with full and verifiable facts and the same is prima facie found to be correct by the SJVN, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the SJVN or Independent External Monitor and sucha person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the SJVN the proceedings under the contract would not be stalled.

2.0 Commitments of the Bidder(s)/Consultant(s)

The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre- contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SJVN, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SJVN or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with SJVN for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with SJVN.

2.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.

2.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the SJVN or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.6 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the SJVN as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

2.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.11 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the SJVN, or alternatively, if any relative of an officer of the SJVN has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

2.12 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the SJVN.

2.13 The Bidder/supplier shall follow all rules and regulations of India including statutory requirements like minimum wages, ESIC and EPF.

3.0Previous Transgression

3.1 Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

3.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified

from the tender process or the contract, if already awarded, can be terminated for such reason.

4.0Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

5.0Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle the SJVN to take action as per the procedure mentioned in the "**Guidelines on Banning of Business Dealings**" attached as **Annex- A** and initiate all or any one of the following actions, wherever required:-

i) To immediately disqualify the bidder and call off the pre contract proceedings without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.

ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the SJVN and the SJVN shall not be required to assign any reason thereof.

iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the SJVN resulting from such cancellation/rescission and the SJVN shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.

iv) To encash the Bank guarantee, in order to recover the dues if any by the SJVN, along with interest as per the provision of contract.

v) To debar the Bidder/Contractor from participating in future bidding processes of SJVN, as per provisions of "Guidelines on Banning of Business Dealings" (Annex-A), which may be further extended at the discretion of the SJVN.

vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract

vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the SJVN with the Bidder/ Contractor, the same shall not be opened/operated.

viii) Forfeiture of Performance Security in case of a decision by the SJVN to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The SJVN will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in GFR, Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption in SJVN's country.

5.3 The decision of the SJVN to the effect that a breach of the provisions of this Pact has been committed by the Bidder / Contractor shall be final and conclusive on the Bidder /Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

6.0Independent External Monitor(s)

6.1 The SJVN has appointed Independent External Monitor(s) (hereinafter referred to as Monitors) for this Pact.

6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement for which a complaint or issue is raised before them, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CMD/CEO/MD of SJVN and request SJVN to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the SJVN including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.

6.7 The SJVN will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.

6.8 The Monitor will submit a written report to the CMD/CEO/MD of SJVN within 30 days from the date of reference or intimation to him by the SJVN/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

6.9 The word 'Monitor' would include both singular and plural.

6.10 In the event of a dispute between the management and the contractor related to those contracts were integrity pact is applicable, in case both the parties agree, they may try to settle the dispute through mediation before the panel of IEMs in a time bound manner. In case the dispute remains unresolved even after mediation by the panel of IEMs, SJVN may take further action as per the terms and conditions of Contract. Expenses on dispute resolution shall be equally shared by both the parties.

7.0 Facilitation of Investigation

In the event of a dispute between the management and the contractor related to those contracts were integrity pact is applicable, in case both the parties agree, they may try to settle the dispute through mediation before the panel of IEMs in a time bound manner. In case the dispute remains unresolved even after mediation by the panel of IEMs, SJVN may take further action as per the terms and conditions of Contract. Expenses on dispute resolution shall be equally shared by both the parties.

8.0 Law and Place of Jurisdiction

This Pact is subject to ..... (SJVN's Country) Law. The place of performance and jurisdiction is the Registered Office of the SJVN. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact

9.0 Other Legal Actions

9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9.2 Changes and supplements as well as termination notice need to be made in writing.

9.3 If the Consultant is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

10.0 Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the SJVN and the Bidder/Consultant/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract or six months from the date of opening of price bids, whichever is earlier.

10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

The Parties hereby sign this Integrity Pact at ……on……...

SJVN Name: **Manish Kumar Kanth** Designation: Dy. General Manager (C&P), REIA, Place: New Delhi Date: ..30.04.2024	Bidder (Authorised Person) (Name of the Person) Designation Place---------- Date----------
Witness1..N. N. Rahno SM (REIA) 2..Ashish Field Engg (REIA)	Witness1…….. (Name and address) 2…… (Name and address)

Guidelines on Banning of Business Dealings

1.0Introduction

1.1 SJVN deals with Agencies viz. parties/ contractors/ suppliers/ bidders, who are expectedto adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of SJVN to deal with Agencies who commit deception, fraud or other misconduct in the tendering process.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2.0Scope

2.1 The Information for Bidders/ Instruction to Bidders and even the General Conditions of Contract (GCC) of SJVN generally provide that SJVN shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or anything unethical not expected from a reputed contractor.

2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid downin these guidelines.

2.3 These guidelines shall apply to all the Projects/ Power Stations/ Regional Offices/ Liaison Offices of SJVN including its subsidiaries and JVs.

2.4 It is clarified that these guidelines do not deal with the poor performance of the contractors/ Agencies.

2.5 The banning shall be with prospective effect, i.e. future business dealings.

3.0Definitions

In these Guidelines, unless the context otherwise requires:

- **"Party / Contractor / Supplier / Bidders"** shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. "Party / Contractor/ Supplier / Bidder' in the context of these guidelines is indicated as 'Agency.
- **"Unit"** shall mean the Project/ Power Station/ Regional Office/ Liaison Office.
- "**Competent Authority"** and '**Appellate Authority'** shall mean the following:

  The concerned Director shall be the 'Competent Authority' for the purpose of these guidelines.

CMD shall be the 'Appellate Authority' in respect of such cases.

- **"Investigating Committee"** shall mean any Officer/Committee appointed by Competent Authority to conduct investigation.
- **"List of approved Agencies viz Parties / Contractors / Suppliers/Bidders** shall mean any Officer/Committee appointed by Competent Authority to conduct investigation.

4.0Initiation of Banning / Suspension

Action for banning /suspension business dealings with any Agency shall be initiated bythe department responsible for invitation of bids after noticing the irregularities or misconduct on the part of Agency concerned. Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance may also be competent to initiate such action.

5.0Suspension of Business Dealings.

5.1 If the conduct of any Agency dealing with SJVN is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Committee, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigationis completed and whole process of final order is over within such period. However, if investigations are not completed in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

5.2 The order of suspension shall be communicated to all Departmental Heads of SJVN (including its subsidiaries and JVs) and Heads of the Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.5 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.

6.0Ground on which Banning of Business Dealings can be initiated:

6.1 If the security consideration, including questions of loyalty of the Agency to SJVN so warrants;

6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last three years

6.3 If business dealings with the Agency have been banned by the Department of Power, Government of India and the relevant government department of SJVN's Country.

6.4 If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;

6.5 If the Agency uses intimidation / threatening or brings undue outside pressure on SJVN or its official for acceptance / performances of the job under the contract;

6.6 If the Agency misuses the premises or facilities of SJVN, forcefully occupies or damages SJVN's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason.

7.0Banning of Business Dealings

7.1 A decision to ban business dealings with any Agency shall apply throughout SJVN including its subsidiaries/JVs.

7.2 There will be an Investigating Committee consisting of officers not below the rank of AGM/DGM from Indenting Division, Finance, Law and Contracts Member from department responsible for invitation of bids shall be the convener of the committee. The functions of the committee shall, inter-alia include:

i) To study the report of the unit/division responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
ii) To recommend for issue of show-cause notice to the Agency by the concerned unit/division as per clause 9.1.
iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
iv) To submit final recommendations to the Competent Authority for banning or otherwise.

8.0Removal from List of Approved Agencies - Suppliers/ Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be qualified for competing in Open Tender Enquiries or Limited Tender Enquiries till the period mentioned in the order.

8.3 Past performance of the Agency may be taken into account while processing approval of the Competent Authority for award of the contract.

9.0Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency, Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

9.2 If the Agency requests for inspection of any relevant document in possession of SJVN, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

a) For exonerating the Agency if the charges are not established;

b) For removing the Agency from the list of approved Suppliers / Contactors, etc.

c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned.

10.0 Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11.0 Circulation of the names of Agencies with whom Business Dealings have been banned

i) The concerned unit shall forward the name and details of the Agency (ies) banned to IT&SE Division of SJVN's Corporate Office for displaying the same on SJVN website.

ii) Corporate Contracts Department shall also forward the name and details of the Agency(ies) banned to the Ministry of Power, GoI besides forwarding the name and details to the contracts/procurement group of all CPSUs of power sector.

FORM OF DECLARATION OF ELIGIBILITY

UNDERTAKING

I / We, M/s ..... (Name of Bidder) hereby certify that I / we have not been banned /de-listed/ black listed / debarred from business by any PSU / Govt. Department during last 03 (three) years on the grounds mentioned in para 6 of Guidelines on banning of Business dealing (Annex-A to Pre-Contract Integrity Pact) of Tender Document.

(Seal & signature of the Bidder)

FORMAT 7.13

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref. No. ……. Date: ……..

From:……..*(Insert name and address of Bidding Company/ Lead Member of Consortium*)

……
……..
Tel.#:
Fax#:
E-mail address#

To

SJVN Limited
6th Floor, Plate-B, NBCC Office Block
Tower-1 ,East Kidwai Nagar, New Delhi -110 023

Sub: Response to RfS No…… dated…….for…….. .

Dear Sir/ Madam,

I/ We,……. (*Insert Name of the Bidder*) enclose herewith the Financial Proposal for selection of my/ our firm for…….number of Project(s) for a cumulative capacity of……MW in India as Bidder for the above.

I/We agree that this offer shall remain valid for a period of 12 months from the due date of submission of the response to RfS and such further period as may be mutually agreed upon.

Dated the ……._day of ……. , 20….

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

Notes:

1) *For each substation identified, there can be only one tariff for all the projects applied for. If the bidder quotes two tariffs or combination thereof for the projects for a single substation, then the bid shall be considered as non- responsive.*

2) *If the bidder submits the financial bid in the Electronic Form at ETS portal 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 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) *Tariff should be in Indian Rupee up to two decimal places only*

FORMAT 7.14

PRELIMINARY ESTIMATE OF COST OF RE PROJECT

Bid Capacity / Contracted Capacity: …….MW

Location: …….

Bidder may use any format to provide the break-up.

Dated the……..day of…….. , 20….

Thanking you,

We remain,

Yours faithfully,

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

Annexure-A

TECHNICAL PARAMETER OF PV MODULE AND VARIOUS OTHER COMPONENTS FOR USE IN GRID CONNECTED SOLAR POWER PLANTS

The Project selected under the RfS shall strictly adhere to the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, as amended vide the Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment)Regulations, 2019, and subsequent amendments and clarifications.

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

1. SPV MODULES

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

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

b. In addition, SPV modules must qualify to IEC 61730 for safety qualification testing at 1000 V DC or higher. The modules to be used in a highly corrosive atmosphere throughout their lifetime must qualify to IEC 61701

2. POWER CONDITIONERS/ INVERTERS

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
Electrical Safety	IEC 62103/ 62109-1&2
Anti-Islanding Protection	IEEE1547/IEC 62116/ UL1741 or equivalent BIS Standards

3. OTHER SUB-SYSTEMS/ COMPONENTS

Other subsystems/ components used in the SPV Power Plants (Cables, Connectors, Junction Boxes, Surge Protection Devices etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS EN 50618:2014/2pfg 1169/08.2007 for service life

expectancy of 25 years.

4. AUTHORIZED TEST CENTRES

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

5. WARRANTY

- PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- The Inverters/ PCUs installed in the solar power plant must have a warranty for 5 years.

6. IDENTIFICATION AND TRACEABILITY

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions):

i) Name of the manufacturer of PV Module
ii) Name of the Manufacturer of Solar cells
iii) Month and year of the manufacture (separately for solar cells and module)
iv) Country of origin (separately for solar cells and module)
v) I-V curve for the module at Standard Test Condition (1000 W/m2, AM 1.5, 250C)
vi) Wattage, Im, Vm and FF for the module
vii) Unique Serial No. and Model No. of the module
viii) Date and year of obtaining IEC PV module qualification certificate
ix) Name of the test lab issuing IEC certificate
x) Other relevant information on traceability of solar cells and module as per ISO 9000

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

7. PERFORMANCE MONITORING

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to Procurer and MNRE or any other designated 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 Procurer and MNRE or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis.

8. SAFE DISPOSAL OF SOLAR PV MODULES

The developers will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable. They will also ensure that all Solar PV modules and ESS components, if any, from their plant after their 'end of life' (when they become defective/ non-operational/ nonrepairable) are disposed of in accordance with the "e- waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

9. CAPACITY OF SOLAR PV PROJECTS

i) The rated capacity to be installed shall be considered as minimum DC Arrays Capacity and maximum AC Capacity at the delivery point as described below:

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity	Maximum AC Capacity Limit at Delivery point
1	50 MW	50 MW	50 MW	50 MW

Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 4.4 "Right to Contracted Capacity& Energy" of the PPA is allowed.

ii) For commissioning of the Project, capacity of DC arrays installed shall be considered in multiple of 10 MW per unit. In case of part commissioning of 50 MW Project, each unit shall be required to have minimum 10 MW DC Arrays Capacity be installed.

iii) Provisions of Article 4.6.1 of the PPA with RPD shall apply for the capacity not commissioned by the scheduled commissioning date.

iv) If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA.

Appendix – A2

COMMISSIONING PROCEDURE

Commissioning Procedure for the Project selected under the RfS shall be intimated by SJVN in due course of time.

Annexure - B

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

GENERAL

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

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *SJVN Limited (SJVN)* has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the e-tendering portal of M/s Electronic Tender.com (India) Pvt. Limited ***https://www.bharat-electronictender.com*** through ISN-ETS. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

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 Class III Digital Signing Certificate (DSC).

2) Register on Electronic Tender 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 SJVN (Optional)
   b. View response to queries posted by SJVN

8) Bid-Submission on ETS

9) Respond to SJVN Post-TOE queries

10) Participate in e-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 Electronic Tender® 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 ISN-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 e-tendering Portal of ISN-ETS ***https://www.bharat- electronictender.com***. If the official copy of the documents is not downloaded from e- tendering Portal of ISN-ETS 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 Centre' 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.

ISN-ETS/ **Helpdesk**	
Telephone/ Mobile	*Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e. Monday toFriday except Government Holidays)*
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*

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 3.14.1 of the RfS, 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 Encrypted® 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 ismandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid- encryption does not have the

security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms® and the corresponding Main-Bid. 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 Electronic Forms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the** information contained in the Electronic Forms® and the 'Main-Bid', the contents of the Electronic Forms® shall prevail.

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

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by SJVN.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to SJVN 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

PUBLIC ONLINE TENDER OPENING EVENT (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

Alternatively, one/ two duly authorized representative(s) of bidders (i.e., Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to SJVN's office for the Public Online TOE, if applicable for the RfS.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE- officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted by the bidder himself during the TOE itself, or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of the 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading', as per the NIT configured by the bidding agency.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

OTHER INSTRUCTIONS

For further instructions, the vendor 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'T S 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, etc.)

   Note: Bid-submission in ETS can consist of submission of multiple bid- components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid- components are successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding (On some ETS screens, this is also referred to as 'Last Date and Time of Receipt of Bids'). ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS. When a bid-component receipt and validation is successful, it is recorded in the ETS Audit Trail Report, which is generated by ETS. In case of any uncertainty, the application audit trail generated by ETS (ETS Audit Trail Report) shall be the final record/evidence for reference regarding the 'successful bid receipt'.

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) and if the bids are not opened with the pass-phrase submitted by bidder, SJVN may ask for re-submission/ clarification for correct pass-phrase. If bidder fails to submit correct pass- phrase immediately as requested by SJVN, the Bid Processing Fee and Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by SJVN.
7) ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder 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 DOs AND DON'Ts FOR BIDDERS PARTICIPATING IN e-REVERSE AUCTION

1) Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2) For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3) It is important for each bidder to thoroughly read the 'rules and related criterion' for thee-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.
5) Pay the ETS Bidding-Fee for e-Reverse Auction well in advance of the start of e- Reverse Auction Bidding Event.

   Note: To participate in e-Reverse Auction, the ETS Bidding-Fee for e-Reverse Auction should be paid before the 'Date and Time of Start of Reverse-Auction'. In case ETS Bidding-Fee for e-Reverse Auction is sent offline to the Auctioneer or ETS Service Provider, it is important for the bidder to ensure that the Auctioneer/ ETS Service Provider has received the ETS Bidding-Fee for e-Reverse Auction and also entered the related details in ETS.

   When the Auctioneer/ ETS Service Provider enters the details, the bidder should receive an e-mail acknowledgement. If ETS Bidding-Fee for e-Reverse Auction status of the bidder is not updated as outlined above, the bidder would not be able to participate in the Auction.

6) During an e-auction, it is recommended that a bidder submits a bid well before the scheduled time of 'Date and Time of Closure of Reverse-Auction'. Submission of a bid near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the bidder's end, slow running of computer at bidder's end, nervousness of the bidder in the last few seconds, etc. This could lead to delay in submission of data from the bidder's computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of bid submission. Further, please note that a bid can be submitted even if the bidding-page has not been refreshed manually, or otherwise depending on the conditions of the e-auction.

   Note: Successful receipt of Bid in an e-auction scenario takes place if the bid is successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding (On some ETS screens, this is also referred to as 'Date and Time of Closure of Reverse-Auction', or Forward-Auction, as the case may be). End Users shall be solely responsible for ensuring timely submission of their respective bids such that the bids are successfully received in ETS as stated above. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS. When a bid is successfully 'received and validated', it is recorded in the ETS Audit Trail Report, which is generated by ETS. In case of any uncertainty, the application audit trail generated by ETS (ETS Audit Trail Report) shall be the final record/evidence for reference regarding the 'successful bid receipt'.

7) It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding

event.

8) Minimum Requirements at Bidder's End Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity Microsoft Internet Explorer 7.0 or above, or Edge with Internet Explorer mode Digital Certificate(s).

9) Vendors Training Program

One day online training (10:00 to 17:00) is provided by ISN-ETS. Training is optional. In case, any bidder is interested, he may send a request to support@isn- ets.com. Vendors are requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to Internet.
Vendors Training Charges (Per Participant): Rs. 5,000/- (plus GST @ 18.00 %) or as charged by ISN-ETS.

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), SJVN shall resort to "REVERSE AUCTION PROCEDURE". Reverse Auction shall be conducted as per methodology specified in Section-5 and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/ Amendments/ Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give completer explanations. Further these are supplementary in nature.

1) Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2) Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-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) Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5) Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately in the RfS document.
6) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant SJVN guidelines, shall be initiated by SJVN.
7) The Bidder shall not divulge either his Bids or any other exclusive details of SJVN to any other party.
8) Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9) Bidders should also note that:
   a. Although extension time is '8' 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 he possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.

b. Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of SJVN, 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 Technical and other non-commercial queries (not impacting price) can only be routed to the SJVN contact personnel indicated in the RfS document.

d. Order finalization and post order activities such issue of LOA, signing of PPA etc. would be transacted directly between successful bidder(s) and SJVN.

e. LOA shall be placed outside the ETS e-portal & further processing of the LOA shall also be outside the system.

f. 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.

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

h. SJVN 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.

i. 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.

j. For access to the Reverse Auction site, the following URL is to be used: ***https://www.bharat-electronictender.com.***

10) 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 - 5 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:

Sr. No.	Parameters	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	60 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 Minutes
3.2	Automatic extension Time-Duration	08 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4	Criteria of Bid-Acceptance	A Bidder/s can go on 'Decreasing' his own bid value

		without taking into cognizance the Starting Price' or 'Rank-1' bid
5.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)
6.	Minimum Bid-Decrement	0.01 INR

Online Reverse Auction shall be conducted by SJVN 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 SJVN. 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. SJVN shall not be responsible for such eventualities.

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

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

SJVN 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 SJVN shall be binding on the bidders.

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

Annexure - C

CHECK LIST FOR FINANCIAL CLOSURE

(To be signed by the Authorized signatory of the RPD)

(RfS No. ……. dated ……) Last Date for submission of documents related to Financial Closure…….(18 months/ 24 months from Effective Date of PPA)

Project Company Name:
Project ID:
LoA No.:
Date:
Effective Date of PPA:
Scheduled Commissioning Date:

1) Financial Closure:……(Clause 6.12 of the RfS, including subsequent amendments & clarifications)

Details	**Presently indicated in PPA**
Location	
Technology	
Certificate from all financial institutions	**In case of tie up through Bank / Financial Institutions: -** Document from Bank / Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (to be enclosed as **Annexure-I)**. **In case of Internal Resources: -** Copy of Board Resolution, Audited/Certified Balance sheet, Profit & Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company) (to be enclosed as **Annexure-I).** *Performa for the cases where funding will be from Company other than Project Company is at 'A-1'.*

Note:-

i. Copy of Final Detailed Project Report (DPR) is to be enclosed as **Annexure – II A**.

ii. Undertaking by the Project Company that all Consents, clearances and permits required for supply of Power to SJVN as per the terms of PPA have been obtained is to be enclosed as **Annexure – II B**

2) Copy of Agreement/ MOU entered into / Purchase Order with acceptance, for the supply of Plants and Equipment (to be enclosed as Annexure-III)

3) **Technical Parameters of the Project (Clause …….of the RfS)**

3.0.1 Certificate from Project Company that Technical specifications and directives given in Annexure-A of the RfS will be adhered to (to be enclosed as **Annexure-IV A**)

3.0.2 Proposed Project configuration as part of DPR of the Project (to be enclosed as **Annexure-IV B)**

4) **Ownership of the RPD: Latest Shareholding Pattern of the Project Company (including Compulsorily Convertible Debentures (CCDs), Compulsorily Convertible Preferential Shares (CCPS) of the Project Company certified by Chartered Accountant (to be enclosed as Annexure-V A)**

Shareholding pattern is not required to be submitted by a Listed Company.

Note: Declaration of Shareholding Pattern of the Project Company is to be submitted to SJVN on monthly basis, i.e., by the 10th day of every month for shareholding status of the Company upto the end of the previous month, till 1 year from the date of commissioning of the project.

5) **The above checklist is to facilitate financial closure of projects. For any interpretation the respective provision of RfS / PPA shall prevail**

Performa 'A-1'

For cases where funding will be from a Company other than Project Company

Board Resolution from ……. (Name of the Company from where the required funding will be raised)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON……AT……..THE REGISTERED OFFICE OF THE COMPANY

RESOLVED that approval of the Board be and is hereby accorded to the company extending unconditional and full financial support whether by way of equity, debt, or a combination thereof, towards meeting the full project cost of Rs…….. (in words and figures) to M/s……(Name of Project Company), a company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office at……. which was selected by SJVN Limited (SJVN) to develop the……MW RE Power Project (Project ID…), for generation and sale of RE power under the RfS No. ……in respect of which Power Purchase Agreement (PPA) was signed between SJVN and ……(Name of Project Company). Funds will be released for the project as per the request of…… (Name of Project Company) to meet the financial requirement for the said Project.

Board Resolution from…….(Project Company)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON …….AT…….THE REGISTERED OFFICE OF THE COMPANY

RESOLVED that approval of the Board be and is hereby accorded to the Company which was selected by SJVN Limited (SJVN) to develop the……MW RE Power Project (Project ID……), for generation and sale of RE power under the RfS No…….in respect of which Power Purchase Agreement (PPA) was signed between SJVN and …….the Company, to request and undertake to accept unconditional and full financial support and getting release of funds for project as per requirement from the Company i.e. ……, a Company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office at…….. whether by way of equity, debt, or a combination thereof for meeting the financial requirements of the project being developed by the Project Company.

Further Resolved that in the event the Company i.e., agrees to extend full financial support as sought above, Sh……. Director, Sh …….Director…. be and are hereby severally or collectively authorized to accept any terms and conditions that may be imposed by……..(Name of the Company), for extending such support and that they are also severally or collectively authorized to sign such documents, writings as may be necessary in this connection.

Annexure-D

Illustration regarding applicability of liquidated damages on account of shortfall inPower Supply (Clause 6.7.2, Section VI of the RfS)

❖ Assumptions

i) Total contracted capacity = 500 MW

ii) Annual CUF declared by SPD = 25 %

iii) Permissible lower limit of annual CUF= 25 % - 3.75 % =21.25 %

iv) Actual annual CUF achieved in a particular year=20 %

v) Applicable Tariff: Rs.3.00 / kWh

Shortfall in annual offering of energy from Solar Project:

1) Total Solar RE power offered (MWh) for the year = 500 x 8766 x 0.20 = 8,76,600 MWh (Considering tentative CUF of 20.00 %)
2) Minimum annual energy from Solar power sources committed at the time of bid submission = 500 x 8766 x 0.2125 = 9,31,387 MWh (at 21.25 % availability)
3) Thus, Annual Shortfall in energy offered through Solar RE power in the year =9,31,387 -8,76,600 = 54,787 MWh
4) Damages due to shortfall in Solar RE power offered for the year = (Annual shortfall x Applicable Tariff x 1.5 x 1000) = 54,787 x 3.00 x 1.5 x 1000 = **Rs. 24,65,41,500/-**

As per the provisions of the RfS and PPA, both damages will be levied on the developer for the corresponding Contract Year

Note: The above illustration has been provided for a sample monthly data, based on assumptions as indicated. Actual calculations for liquidated damages will be made for the yearly data as per REA/ tender conditions of RfS.

----------END OF SECTION----------