



**REQUEST FOR SELECTION (RfS)**

**FOR PURCHASE OF POWER THROUGH COMPETITIVE BIDDING  
PROCESS FOLLOWED BY REVERSE E-AUCTION] FROM 500 MW  
GRID CONNECTED HYBRID RE PROJECTS WITH “GREENSHOE  
OPTION” OF ADDITIONAL 500 MW**

**RfS No. GUVNL / 500 MW / Hybrid RE (Phase I) dated 01.11.2023  
(Tender Search Code @: GUVNL-2023-TN000006)**

**ISSUED BY**

**GUJARAT URJA VIKAS NIGAM LTD  
SARDAR PATEL VIDYUT BHAVAN, RACE COURSE  
VADODARA-390007  
TEL No. 0265-2311797  
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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 GUVNL immediately. If no intimation is received from any bidder within **15 (Fifteen) 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).
2. Gujarat Urja Vikas Nigam Limited (GUVNL) reserves the right to modify, amend or supplement this RfS document including the draft PPA.
3. While this RfS document has been prepared in good faith, and on best endeavor basis, neither GUVNL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
4. This RfS is not an agreement and is neither an offer nor invitation to the prospective bidders or any other person. The purpose of this RfS is to set the terms for the selection process and to provide Bidders with information that may be useful to them in preparation and submission of their Bids.
5. The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid, including but not limited to preparation, copying, postage, delivery fees or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the bid, regardless of the conduct or the outcome of the bidding process

Place: Vadodara

Date: 01-11-2023

## BID INFORMATION SHEET

<b>Document Description</b>	RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) from 500 MW Hybrid RE projects (Phase I) with green shoe option of additional 500 MW
<b>RfS No. &amp; Date</b>	GUVNL / 500 MW / Hybrid RE (Phase 1) dated 01.11.2023
<b>Downloading of tender documents</b>	From 01.11.2023
<b>Pre-bid Conference / Clarification Meeting</b>	<p>Bidders interested to participate in the pre-bid meeting are required to get themselves registered on or before <b>07.11.2023</b> by sending an email to <a href="mailto:eere1.guvnl@gebmail.com">eere1.guvnl@gebmail.com</a> with <u>name, designation and mobile numbers of persons interested to participate.</u></p> <p>Further, Interested Bidders are requested to forward their queries (if any) to GUVNL through email / letter on or before <b>07.11.2023</b>.</p> <p>The pre-bid meeting is scheduled on <b>09.11.2023 @ 11:30 Hrs</b> through video conferencing. GUVNL will forward the link of video conferencing to registered bidders on the email address registered with GUVNL.</p> <p>Any clarification and/or revision in the Tender Documents i.e. RfS &amp; PPA shall be uploaded on GUVNL's website and <a href="https://www.bharat-electronictender.com">https://www.bharat-electronictender.com</a> Bidding Portal.</p>
<b>Last Date &amp; Time for</b> a) Online Submission of Response to RfS ("Bid Deadline") and b) All documents as per Section 4.23(A) physically at GUVNL office, Vadodara	<p>a) Online Submission – Date: 28.11.2023 Time: 5:00 PM ("Bid Deadline")</p> <p>b) Offline Submission – Date : 30.11.2023 Time: 5:00 PM</p>
<b>Technical Bid Opening</b>	Date :01.12.2023 Time : 11.30AM

<b>Financial Bid Opening and Reverse e-auction</b>	<p>Date :06.12.2023Time : 11.00 AM followed by Reverse Auction Process</p> <p>Intimation of Reverse e-auction will be conveyed to eligible bidders on e-bidding portal on the same day.</p>
<b>Cost of RfS Document (non-refundable)</b>	<p>Rs.25,000/- plus 18% GST to be submitted, along with the response to RfS in favour of “Gujarat Urja Vikas Nigam Ltd”, payable at Vadodara mandatorily through <b>NEFT / RTGS</b> the details of which shall be mentioned in Electronic Form on e-bidding portal</p> <p>For reference, the details of GUVNL are as under:-</p> <p><b>Name of Bank – State Bank of India</b>  <b>Bank Account No. – 10565103714</b>  <b>IFSC CODE - SBIN0001946</b>  GST No. : 24AACCG2861L1ZK  PAN: AACCG2861L</p>
<b>Processing Fee (non-refundable)</b>	<p><b>Rs. 15.0 Lakhs</b> plus 18% GST, to be submitted along with the response to RfS in favor of “Gujarat Urja Vikas Nigam Ltd”, payable at Vadodara mandatorily through <b>NEFT / RTGS</b> the details of which shall be mentioned in Electronic Form on e-bidding portal.</p> <p><b>Name of Bank – State Bank of India</b>  <b>Bank Account No. – 10565103714</b>  <b>IFSC CODE - SBIN0001946</b>  GST No. : 24AACCG2861L1ZK  PAN: AACCG2861L</p>
<b>EMD</b>	<p><u>Earnest Money Deposit</u> @ [INR 9,28,000 x Rated cumulative Installed Capacity of Solar component (MW) + INR 12,64,000 x Rated cumulative Installed capacity of Wind component (MW)] to be submitted in the form of Bank Guarantee along with the Response to RfS.</p> <p>Bank details of GUVNL for Structured Financial Messaging System (SFMS) Confirmation regarding issuance of BG are as under: <b>Name of Bank – State Bank of India</b>  <b>Bank Account No. – 10565103714</b>  <b>IFSC CODE - SBIN0001946</b>  <b>GST No. : 24AACCG2861L1ZK</b></p>

	<b>PAN: AACCG2861L</b> Online payment details and BG SFMS confirmation for issuance of BG shall be forwarded to GUVNL on <a href="mailto:ja6com.guvnl@gebmail.com">ja6com.guvnl@gebmail.com</a>
<b>Name, Designation, Address and other details (For Submission of Response to RfS)</b>	Mr. H.N. Shah General Manager (RE) Gujarat Urja Vikas Nigam Ltd Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 Tel No. <b>0265-2311797</b> Website- <a href="http://www.guvnl.com">www.guvnl.com</a>
<b>Details of persons to be contacted in case of any assistance is required from GUVNL.</b>	<ol style="list-style-type: none"> <li>1. <b>Mr. H.N. Shah</b>              General Manager (RE)              Phone No: +919925213827              Email ID: <a href="mailto:gmre@gebmail.com">gmre@gebmail.com</a></li> <li>2. <b>Mr L K Parmar</b>              Superintending Engineer (RE1)              Phone No: +919227807771              Email ID: <a href="mailto:sere1.guvnl@gebmail.com">sere1.guvnl@gebmail.com</a></li> <li>3. <b>Mr. B. B. Patel</b>              Executive Engineer (RE1)              Phone No: +919913911655              Email ID: <a href="mailto:eere1.guvnl@gebmail.com">eere1.guvnl@gebmail.com</a></li> </ol>
<b>Important Note:</b> Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. To the RfS document through the websites <a href="http://www.guvnl.com">www.guvnl.com</a> and <a href="https://www.bharat-electronictender.com">https://www.bharat-electronictender.com</a> No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.	

For conducting the e-bidding, GUVNL is using the portal <https://www.bharat-electronictender.com>, (e-bidding Portal). Bidders may register themselves online with the portal service provider (if they are not already registered), as 'Supply organization/ Bidder', by paying 'Buyer-specific Annual Portal Registration Fee' to the portal service provider, through the payment gateway facility of the E-bidding Portal as indicated in the e-bidding Portal, and subsequently download the RfS and other Bid Documents from the E-bidding Portal.

It is further clarified that in case a Bidder intends to participate in tenders published by any other organization(s) on the E-bidding Portal, the 'Annual Portal Registration Fee' payable shall be as indicated in the E-bidding Portal.

A Bidder, who is already validly registered on the E-bidding Portal need not register again on the E-bidding Portal.

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

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

## **SECTION 1 INTRODUCTION**

### **1.1 Introduction**

- a. Gujarat Urja Vikas Nigam Ltd (herein after referred to as “GUVNL”) is a company incorporated under the Companies Act 1956 and is the successor of and also the holding company of other reorganized functional entities of the erstwhile Gujarat

- Electricity Board (GEB) and is performing the bulk purchase and bulk sale of power, assigned as per the re-organization scheme notified by the Government of Gujarat.
- b. In order to fulfil the renewable power purchase obligation (RPPO) and to meet the future requirements of DISCOMs, GUVNL intends to hold a tariff based competitive bidding process and procure power up to capacity of 500 MW (Phase I) from hybrid RE projects with “Greenshoe option” of additional 500 MW [conducted through electronically facilitated online web based portal followed by reverse auction].
  - c. With the objective to facilitate the scale up of renewable capacity addition and achieve economies of scale, to facilitate fulfilment of RPO requirement of the obligated entities, Ministry of Power has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects,” vide Gazette Resolution no. 27/03/2023-RCM dated 21.08.2023. These Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 to enable procurement of grid-connected Hybrid Power, through tariff based competitive bidding process. This RfS document has been prepared in line with the above Guidelines, including subsequent amendments and clarifications, issued until the last date of bid submission of this RfS.
  - d. The bidders selected by GUVNL based on this RfS, shall set up Hybrid RE projects in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). PPA format has been enclosed and can be downloaded from <https://www.bharat-electronictender.com>.
  - e. Not Applicable
  - f. GUVNL shall enter into PPA with successful bidders for the term of the PPA as defined in the draft PPA. The bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays, benefits from trading of carbon credits, etc. as available for such projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on GUVNL for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.
  - g. Bidders who have already commissioned RE plants or are in process of constructing such plants and have untied capacity may also participate under this RfS. In such case, they will be given the benefit of a longer period of PPA, commensurate to the duration between the actual date of commencement of supply of power and Scheduled Commercial Operation Date (SCOD). It is clarified that the Bidders who have already signed PPAs with any entity as on the bid submission deadline, are not allowed to suo-moto terminate such PPAs and participate in this RfS for the respective project(s).
  - h. GUVNL has filed **Petition No. 2240 of 2023** before the Hon’ble GERC for approval of deviations from Guidelines for tariff based competitive bidding process notified by Government of India for procurement of power from grid connected RE projects i.e. Wind or Solar or Wind-Solar Hybrid Projects. Therefore, the terms & conditions



of this tender shall be subject to the Hon'ble Commission's orders in **Petition No. 2240 of 2023.**

## **1.2 Invitation for Bids**

- a. A Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfS. The respective rights of GUVNL and the Bidder/HPD shall be governed by the RfS Documents/Agreement signed between GUVNL and the HPD for the Project. A link of the same is also available at [www.guvnl.com](http://www.guvnl.com). Interested bidders have to download the official copy of RfS & other documents after logging into the website-Bidding Portal by using the Login ID & Password provided by portal service provider during registration (Refer Annexure – D).
- b. Interested Bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> ("ETS portal") through M/s Electronic Tender.com (India) Pvt. Limited 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 are required to contact M/s Electronic Tender.com (India) Pvt. Limited, Gurugram, to complete the 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 the subsequent RfS documents.
- c. They may obtain further information regarding this RfS from the registered office of GUVNL at the address given on the Bid Information Sheet from 11:00 hours to 17:00 hours on all working days.
- d. 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. GUVNL 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 RfS.
- e. Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), GUVNL website <http://www.guvnl.com> and as indicated in the Bid Information Sheet.
- f. Bidder shall submit 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 shall not be considered for the bidding and such bids shall not be opened by GUVNL. In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.

- g. RfS documents can be downloaded from the ISN-ETS Portal or from GUVNL's website. It is mandatory to download official copy of the RfS Document from the portal to participate in the RfS. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS website. The same may also be uploaded on GUVNL website also. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail. GUVNL reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

### 1.3 Details of Power Procurement

- a. The bidders selected by GUVNL based on this RfS, shall set up Hybrid RE projects in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA) which shall also be read as an integral part of this RfS. Draft PPA has been enclosed and can be downloaded from <https://www.bharat-electronictender.com>.
- b. Successful Bidder can opt for connectivity at STU or CTU Sub-station. A list of sub-stations having tentative RE integration capacity (MW) issued by STU is available on GETCO's website and can be downloaded from [https://www.getcogujarat.com/getco\\_news/reif.php](https://www.getcogujarat.com/getco_news/reif.php); Bidders shall have to choose the location(s) and sub-station(s) for their proposed Project(s) from the above list as amended / updated by GETCO from time to time, in case the connectivity with STU is opted for. The Successful Bidder shall be required to follow the detailed Connectivity Procedure as issued by CERC on 20.02.2021 or issued by GERC on 07.01.2023 for connectivity with interstate and intra state transmission system respectively as applicable and amended from time to time.

If the Bidders opt for connecting its power station and facilities to an Inter State Transmission System, the Delivery Point / Interconnection Point for the purposes of this would be binding as per the PPA to be executed with the selected bidder and shall be at the point or points of connection at which Electricity is delivered into the Grid System of the GETCO. GUVNL shall not bear interstate transmission charges and losses for the energy procured during the term of the PPA and the transmission charges billed by CTU to GUVNL in terms of GNA regulations of CERC shall be recovered by GUVNL from the successful bidders to the extent of capacity for which connectivity has been obtained by the successful bidder for supply of power under this tender.

All expenses, including transmission and wheeling charges and losses between the Project and the Delivery Point, including on account of any change in law event, shall be paid by the HPD without any reimbursement by GUVNL.

All expenses including wheeling charges and losses in relation to the transmission and distribution beyond and after the Delivery Point upto the contracted capacity

shall be borne by GUVNL and any transmission / wheeling charges and losses for the capacity in excess of contracted capacity shall be borne by the successful bidders. For avoidance of doubt, the following is clarified.

(i) In case of a Hybrid Power project where the project components i.e. wind and solar are located at different locations, the incremental transmission charges due to multiple interconnection points of the project i.e. transmission charges for the transmission / LTA / GNA quantum in excess of PPA capacity / contracted capacity, shall be borne by the HPD irrespective of the delivery point.

(ii) It is further clarified that in this case, the transmission charges in relation to the transmission of power beyond and after the delivery point for the transmission / LTA / GNA quantum corresponding to PPA capacity / contracted capacity shall be borne by GUVNL.

(iii) Moreover, the transmission losses upto delivery point shall be borne by the HPD and after delivery point shall be borne by GUVNL.

(iv) For example, if a HPD with contracted capacity of 100 MW under non-co-located condition, being set up with a solar component of 90 MW and wind component of 60 MW, is interconnected with the CTU grid at two separate interconnection points, the HPD of such project shall be required to bear the CTU transmission charges of 150 MW capacity upto Delivery Point and GETCO transmission charges of 50 MW capacity after Delivery Point whereas GUVNL shall bear GETCO transmission charges of 100 MW capacity (contracted capacity) after Delivery Point.

## **1.4 Eligible Projects**

1.4.1 The Projects selected under this tender shall, deploy both Solar PV Technology and Wind Power Technology. However, the selection of projects would be technology agnostic within the technology mentioned above.

In order to ensure only quality systems are installed, and in order to bring-in advantage of latest development/Models, the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) issued by MNRE as updated until the SCOD of the Project will be allowed for deployment under this RfS.

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.

Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects.

# **SECTION 2**

# **DEFINITIONS**

The Expression defined and dealt in the Draft PPA attached to this RfS as a part of the Tender Document and used in this RfS shall have the same meaning for the purposes of this RfS. Following terms used in the document will carry the meaning and interpretations as described below, unless the context otherwise requires:

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

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

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

**"APPROPRIATE COMMISSION"** shall mean Gujarat Electricity Regulatory Commission or Central Electricity Regulatory Commission, as the case may be, having jurisdiction under the Electricity Act 2003;

**"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;

**"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;

**"CAPACITY UTILIZATION FACTOR (CUF)"** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time; However for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity;

For illustration, the 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,  $CUF = (X \text{ MWh} / (Y \text{ MW} * 8760)) * 100\%$ ;

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

**"CENTRAL TRANSMISSION UTILITY (CTU)"** shall mean the Central Transmission Utility as defined in Sub-Section (1) of Section 38 of the Electricity Act, 2003;

**“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;

**“COMPANY”** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable;

**“COMMISSIONING”** with respect to the Project or part thereof as certified by GEDA or any other agency authorized for this purpose in case the project is located in Gujarat OR as certified by Representatives / Agency authorized by GUVNL in case the project is located outside of Gujarat, shall mean when all equipment as per rated capacity has been installed and energy has flown into the grid, in line with the Commissioning procedures defined in the RfS and upon certification of commissioning by GEDA or the authorized agency by GUVNL;

**“COMMERCIAL OPERATION DATE (COD)”** or **“COMMENCEMENT OF SUPPLY DATE (CSD)”** shall be the date as certified by GEDA or the authorized representative / agency, as the case may be, upon successful commissioning of the full Project Capacity or the last part capacity of the Project as the case may be;

**“CONTRACTED CAPACITY”** shall mean the AC capacity in MW contracted with GUVNL for supply by the HPD to GUVNL at the Delivery Point from the Hybrid Power Project; it is to clarify that in any 15 minute time block during entire term of PPA, the injected power shall not exceed the contracted AC capacity. Provided that in case the supply of power at delivery point exceeds the contracted capacity in any time block, such excess energy shall be considered as inadvertent energy and no payment shall be made for such excess energy.

**“CONTRACT YEAR”** shall mean the period beginning from the Effective Date and ending on the immediately succeeding 31<sup>st</sup> March and thereafter each period of 12 months beginning on 1<sup>st</sup> April and ending on 31<sup>st</sup> March provided that:

- (a) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31<sup>st</sup> March, and thereafter each period of 12 (Twelve) Months commencing on 1<sup>st</sup> April and ending on 31<sup>st</sup> March, and
- (b) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement or on Termination of this Agreement whichever is earlier;

**“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;

**“CONTROLLING SHAREHOLDING”** shall mean not less than 51% of the voting rights and paid up share capital in the Company/ Consortium;

**“Capacity Utilization Factor” or “CUF”** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time; However for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity;

For illustration, the 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,  $CUF = (X \text{ MWh} / (Y \text{ MW} * 8760)) * 100\%$ ;

(i) For the first contract year starting from the SCD and ending on 31<sup>st</sup> March of respective year, the CUF shall be calculated as under:

If ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Project capacity,  $CUF = (X \text{ MWh} / (Y \text{ MW} * Z)) * 100\%$ , where “Z” = No. of days from CSD to 31<sup>st</sup> March of respective year \* 24.

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

If ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Project capacity,  $CUF = (X \text{ MWh} / (Y \text{ MW} * 8760)) * 100\%$ .

(iii) For the last contract year, the CUF shall be calculated as under:

If ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Project capacity,  $CUF = (X \text{ MWh} / (Y \text{ MW} * Z)) * 100\%$ , where “Z” = No. of days from 1<sup>st</sup> April of respective year up to end date of PPA \* 24.

It is to be clarified that for the financial year, in which the Scheduled Commissioning Date would occur and last Contract Year of PPA the Hours 8760 shall be replaced with “Actual Hours of the contract year”

**“Contracted CUF”** shall mean *the % capacity utilization factor of the project mentioned in Schedule 3.*

**“DAY”** shall mean a day, if not a Business Day, the immediately succeeding Business Day;

**“DELIVERED ENERGY”** in case of projects connected with STU grid shall mean energy actually fed and measured by the energy meters at the Delivery Point/s as certified by Gujarat SLDC in State Energy Account as per provisions of PPA and in case of projects connected with CTU grid shall mean the energy scheduled at the Delivery Point as certified by Gujarat SLDC in State Energy Account in accordance with provisions of PPA, based on energy certified by the Regional Power Committee under Regional Energy Account.



In case of import of energy from the grid in a time block, the successful bidder shall be required to make payment to GUVNL at the rate of relevant HT category as determined by GERC from time to time for projects located within Gujarat. If the projects is located outside of Gujarat, the developer shall be required to make their own arrangement for auxiliary power drawl / import at their own cost in accordance with the applicable regulations.

In case of export of energy in a time block, the Power Producer shall be eligible for receiving agreed tariff from GUVNL for such delivered energy.

In case, the project is connected through CTU Network, then all transmission charges and losses upto Delivery Point shall be to the account of the Successful Bidder. Contracted energy shall be delivered at Delivery Point. Additionally, the mechanism of sharing of transmission charges and losses stipulated under Section 1.3.b of the RFS shall also be applicable. No change in charges / losses of CTU shall be covered under Change in Law;

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

All expenses including transmission & wheeling charges and losses between the Project and the Delivery Point shall be paid by the power producer without any reimbursement by GUVNL. Expenses including wheeling charges and losses in relation to the transmission and distribution after the Delivery Point shall be borne by GUVNL as per the mechanism stipulated under Section 1.3.b of the RFS."

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

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

**"ELECTRICITY"** shall mean the electrical energy in kilowatt-hours;

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

**“EFFECTIVE DATE”** shall mean the date of signing of PPA, which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties;

**“EQUITY”** shall have the meaning as defined in Companies Act, 2013;

**“FINANCIAL CLOSURE” or “PROJECT FINANCING ARRANGEMENTS”** means arrangement of necessary funds by the Hybrid Power Developer 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;

**“FINANCING DOCUMENTS”** shall mean the agreements and documents entered/to be entered into between the bidder and the Financing Parties relating to the financing of the Project.

**“FINANCING PARTIES”** means Parties financing the Project, pursuant to Financing Documents.

**“GUIDELINES”** shall mean the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects issued by the Ministry of Power No. 27/03/2023-RCM dtd 21.08.2023, including subsequent amendments and clarifications thereof;

**“GERC”** shall mean Gujarat Electricity Regulatory Commission.

**“GROUP COMPANY”** of a Company means

- (a) a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
- (b) a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
- (c) 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;
- (d) 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;
- (e) 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;

**“HYBRID POWER PLANT or HYBRID POWER PROJECT (HPP) or PLANT or PROJECT”** shall mean the development of system of generation of power with solar and wind hybrid project located at the same or different location connected at the same or more than one interconnection points. The developer of “Hybrid Power Plant / Project” shall establish a dedicated line/s at its own cost for evacuation of power up to receiving end sub-station/s of the grid where the Project Developer desires to inject power in the grid where connectivity is granted. The wind-solar hybrid power project is the project, where the rated power capacity of one resource is at least 33%(As specified by MNRE/MoP time to time) of the total contracted power capacity.

**“INSTALLED CAPACITY”** shall mean the rated AC capacity of the Project at the generating terminal(s). It is clarified that arithmetic summation of the rated AC capacities of Wind and/or Solar PV components of the Project can be more than the Contracted Capacity. It is further clarified that the summation of generation schedule of RE Projects cannot be more than the Contracted Capacity in any time block.

**“InSTS”** herein shall mean Intra-State Transmission System of Gujarat State.

**“INJECTION POINT** in respect of the Power

Producer shall mean all the facilities installed by the Power Producer to enable GUVNL to receive the electrical output from the project at the Delivery Point, including transformers, and associated equipment, relay and switching equipment, protective devices and safety equipment and transmission lines from the project to ISTS/STU nearest sub-station.

**“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 which cannot be changed till 1 year after the Commercial Operation Date (COD) of the Project;

**“LETTER OF INTENT” or “LOI”** shall mean the letter issued by Gujarat Urja Vikas Nigam Limited (GUVNL) to the selected Bidder intending to award of the Project subject to adoption of tariff under Section 63 of Electricity Act, 2003 by Gujarat Electricity Regulatory Commission;

**“LIMITED LIABILITY PARTNERSHIP” or “LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;

**“LLC”** shall mean Limited Liability Company;

**“MEMBER IN A BIDDING CONSORTIUM” or “MEMBER”** shall mean each Company in a Bidding Consortium; In case of a Technology Partner being a member in the Consortium, it has to be a Company;

**“MONTH”** shall mean calendar month;

**“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the Companies Act, 2013;

**“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013;

**“PART COMMISSIONING”** shall mean a part of the Project Capacity (AC MW) commissioned as per clause 4.15.3(a) under Section 4 and provisions of PPA;

**“PARENT”** shall mean a Company, which holds not less than 51% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;

**“Performance Bank Guarantee”** shall mean the irrevocable unconditional bank guarantee to be submitted by the successful bidder as per Section 4.12;

**“POOLING SUBSTATION”** 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 HPD(s) to get connected to the GETCO/CTU substation. Interconnection voltages and metering shall be governed as per applicable Regulations. Accordingly, for example if interconnection is at 66 KV voltage level, the metering will be allowed by GETCO at 66 KV voltage level subject to applicable regulations. The power generated from Wind / Solar / Hybrid Projects shall be injected separately through independent dedicated lines and measured separately as per the extant rules and regulations or through dedicated line/s from sub-pooling substation of a Hybrid Project as the case may be and the successful bidder shall have to install separate ABT compliant meters (Main + Check) at pooling station for this purpose over and above the Main meters (Main + Check) installed at GETCO end and / or sub-pooling substation; It should be noted that this point shall be prior to the Metering Point of the Project;

**“PPA”** shall mean the Power Purchase Agreement signed between the selected bidder or its SPV and GUVNL according to the terms and conditions of the Draft PPA enclosed with this RfS;

**“PROJECT DEVELOPER” or “DEVELOPER” or “HYBRID POWER DEVELOPER (HPD)”** shall also mean the Bidding Company or a Bidding Consortium participating in this bid and having been selected and allocated a contracted capacity by GUVNL through a competitive bidding process, including the SPV formed by the selected bidder/ consortium for the purpose of setting up of project and signing of PPA with GUVNL and supplier of electricity generated through a Wind Solar Hybrid power project.

**“PROJECT SITE”** means any and all parcels of real property, right-of-way, easements and access roads, upon which the Project and its related infrastructure will be located;

**“PROJECT CAPACITY”** shall mean the maximum AC capacity of the Project at the point(s) of delivery on which the Power Purchase Agreement has been signed.

**“PROJECT COMMISSIONING”**: The Project will be considered as commissioned by GEDA or the authorized agency / representatives, as the case may be, if all equipment as per rated Capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/ PPA and upon certification of commissioning.

**“RfS” or “RfS DOCUMENT” or “BIDDING DOCUMENT(S)”** shall mean the ‘Request for Selection’ document issued by GUVNL including standard Power Purchase Agreement along with all attachments; clarifications and amendments thereof vide RfS No. **GUVNL / 500 MW / Hybrid RE (Phase I) with Greenshoe Option of additional upto 500 MW** dated 01.11.2023

**“RE Project”** for the purpose of this tender shall mean Wind-Solar Hybrid Power Project or system of combined generation / blending of Wind and Solar Projects in a single PPA”

**“SCHEDULED COMMERCIAL OPERATION DATE” or “SCOD” or “SCHEDULED COMMENCEMENT OF SUPPLY DATE” OR SCSD** shall 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) (i.e. not more than 24 months from the date of PPA). Or, the date of certification by GEDA in case the project is located in Gujarat or as certified by Representatives / Agency authorized by GUVNL in case the project is located outside of Gujarat, in case of already commissioned projects.

**“SEA”** means the State Energy Account issued by State Load Dispatch Centre, Gujarat and amendment thereto;

**“SELECTED BIDDER” or “SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfS to set up the Project and reverse e-auction, if any, conducted thereunder for supply electrical output as per the terms of PPA;

**“SLDC”** means the State Load Dispatch Center as notified by the State Government;

**“SOLAR PV PROJECT”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology;

**“STU or “STATE TRANSMISSION UTILITY” or “GETCO”** shall mean the Gujarat Energy Transmission Company Limited (GETCO) or its successor in terms of sub-section (1) of Section 39 of the Electricity Act 2003.

**“SUB-POOLING SUBSTATION”** shall mean the intermediate pooling point where power from the Solar and Wind Project components in a Wind-Solar Hybrid Project is injected into and from where the power is evacuated through a single transmission line and injected into the grid / Interconnection Point/ Pooling Sub-station. It should be noted that this point shall be prior to the Metering Point of the Project; The power generated from Wind and Solar components shall be injected separately through independent dedicated lines upto this point and measured separately at this point as per the extant rules and regulations and the successful bidder shall have to install separate ABT compliant meters (Main + Check) at sub-pooling substation for this purpose over and above the Main meters (Main +Check) installed at Pooling sub-station or GETCO end as case may be;

**“TARIFF”** shall mean the tariff payable to the HPD for energy supplied during the term of PPA as specified in Article 8 of PPA ;

**“TOE”** shall mean Tender Opening Event;

**“ULTIMATE PARENT”** shall mean a Company, which owns not less than fifty-one percent (51%) equity either directly or indirectly in the Parent and Affiliates (It is to clarify that the Parent or Ultimate Parent or Affiliate of a bidder can be a foreign company);

**“VOLTAGE OF DELIVERY”** means the voltage at which the Electricity generated by the Project is required to be delivered to GUVNL and shall be in accordance with applicable regulations;

**“WEEK”** shall mean calendar week;

**“WIND POWER PROJECT”** means the wind power project that uses wind energy for conversion into electricity through wind turbine generator;

**SECTION 3  
BID INFORMATION  
AND  
INSTRUCTIONS TO  
BIDDERS**

**SELECTION OF PROJECT DEVELOPERS FOR SETTING UP OF 500  
MW GRID  
CONNECTED HYBRID RE PROJECTS (Phase-I)**

**(SINGLE STAGE TWO ENVELOPE BIDDING) under e-Tendering**

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

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

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

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

**3.2 Capacity Offered & Project Scope**

**3.2.1 Capacity**

The selection of Grid-connected HybridRE Power Projects for total capacity contracts of 500 MW will be carried out through e-bidding followed by e-Reverse Auction process. GUVNL may allocate and tie-up additional capacity upto 500 MW under 'Greenshoe Option' in accordance with Clause 4.7.6.



### **3.2.2 Minimum Capacity of Project**

The minimum bid capacity of 50 MW and above for projects, subject to the condition that the rated power capacity of one resource (wind or solar) shall be at least 33% (As specified by MNRE/MoP time to time) of the total contracted capacity. The solar and wind projects of the hybrid project may be located at same or different locations.

### **3.2.3 Project Scope**

The successful bidder shall be responsible for setting up Hybrid RE Power Project including the arrangement of transmission network up to the Delivery Point in line with Section 4.8, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project (including connectivity and land registration) and those required from State Government and local bodies shall be in the scope of the successful bidder. However, the selection of Projects would be technology agnostic within PV technology for Solar Power and crystalline silicon or thin film, etc. with or without Trackers and WTG technology can be installed ensuring compliance to the requirement of RfS. Bidders shall strictly comply with the technical parameters detailed in the Annexure –A or as specified by MNRE from time to time whichever is applicable.

3.2.4 With the objective to provide a framework for promotion of large grid connected wind-solar PV hybrid systems for optimal and efficient utilization of transmission infrastructure and land, reducing the variability in renewable power generation and achieving better grid stability, MNRE has issued the National Wind-Solar Hybrid Policy on 14.05.2018.

Further, Central Government has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects” vide Gazette Notification No. 27/03/2023-RCM dtd 21.08.2023, including subsequent amendments and clarifications thereof.

The above Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 for long term procurement of electricity by the ‘Procurers’, from grid-connected Wind-Solar-Hybrid Power Projects, through competitive bidding. This RfS document has been prepared in line with the above Guidelines and after duly taking into consideration the deviations from MoP Guidelines approved by Government from time to time. The above Guidelines shall be applicable for solar and wind projects of the hybrid project may be located at same or different locations. GUVNL wishes to invite proposals for setting up of grid connected Hybrid RE (renewable energy based) Power projects on “Build Own Operate” (B-O-O) basis for an aggregate capacity of 500MW. GUVNL may enter into a Power Purchase Agreement (PPA) with the successful Bidder(s) 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 draft PPA.

## **3.3 OVERVIEW OF THE RfS**

3.3.1 Hybrid Power Developers (hereinafter referred to as HPDs) selected by GUVNL based on this RfS, shall set up Hybrid Power Projects on Build Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). The Draft PPA forms a part of the tender documents and can be downloaded from ISN-ETS portal <https://www.bharat-electronictender.com>.

GUVNL shall enter into PPA with HPDs for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to selected bidder shall be fixed for the PPA term of 25 years, as discovered through the e-bidding and e-Reverse Auction conducted vide this RfS. The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on GUVNL for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. GUVNL 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.

3.3.2 Without prejudice to the rights of GUVNL to object to the assignment of the Projects by the Successful Bidders as provided in the PPA, if the Project is transferred or sold to a third party after initial lock-in period of 1 year after SCOD, the same shall be in accordance with the provisions of PPA.

### **3.4 ELIGIBLE PROJECTS**

3.4.1 The Projects to be selected under this RfS for aggregate capacity of 500 MW, shall provide for deployment of Wind-Solar Hybrid Power Technology. Only commercially established and operational technologies may be used, to minimize the technology risk and to achieve the timely commissioning of the Projects.

3.4.2 Bidders who have already commissioned RE plants or are in process of constructing such plants and have untied capacity may also participate under this RfS. Projects which are not having any contractual obligation / PPA with other buyer shall be allowed to participate in the tender, in case these projects are not already accepted under any other Central or State Schemes.

### **3.5 GUIDELINES FOR IMPLEMENTATION OF THE RfS**

3.5.1 This RfS document has been prepared based on guideline issues by the Ministry of Power "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects," vide Gazette Resolution no. 27/03/2023-RCM dated 21.08.2023., including subsequent amendments and clarifications

thereof. These guidelines and their elaborations/ clarifications form the basis for selection of new Projects under this RfS.

### **3.6 GENERAL**

3.6.1 The complete RfS Documents are available at ISN-ETS portal <https://www.bharat-electronictender.com> as well as on GUVNL's website <http://www.guvnl.com> Interested bidders shall download the RfS Documents from the portal <https://www.bharat-electronictender.com> as per the provisions available therein.

3.6.2 Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> through International Support Network-Electronic Tender Services (ISN-ETS), 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 are required to contact M/s Electronic Tender Services (ETS), to complete the registration formalities. All required documents and formalities for registering on ETS are mentioned in the subsequent provisions.

For proper uploading of the bids on the portal namely <https://www.bharat-electronictender.com> (hereinafter referred to as the '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 the portal service provider directly, as and when required, for which contact details are also mentioned in the RfS at Annexure D. GUVNL 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 Section 4 - ITB of the Bidding Documents.

3.6.3 While submitting/ uploading the bids, the system through portal asks to key in the pass-phrase for encryption of the documents. The pass-phrase is required by GUVNL for opening the bids (Separate for both First Envelopes as well as Second Envelopes). The same may be submitted as per the provisions existing for submission of the pass-phrase and as per the details given in ITB.

In the event of not opening of the bid with the pass-phrase provided by the bidder, GUVNL on its discretion may give an option through the portal, to the bidder to open its bid as per provisions available on the portal. However, GUVNL shall not be responsible if bid could not be opened within reasonable time for what so ever reason. In such a case, the bid shall be sent unopened to 'Archive' on the portal and shall not be considered at all any further.

3.6.4 A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of ITB/ BDS and the contract shall be executed

as per the provisions of the Contract. The respective rights of GUVNL and the Bidder/ HPD shall be governed by the RfS Documents/ Contract signed between GUVNL and the HPD.

3.6.5 Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on ETS Portal of ISN (<https://www.bharat-electronictender.com>), GUVNL website <http://www.guvnl.com> and as indicated in the Bid Information Sheet as amended from time to time.

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

3.6.7 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ETS Portal of ISN(<https://www.bharat-electronictender.com>)or from GUVNL website (<http://www.guvnl.com>). It is mandatory to download official copy of RfS Document from Electronic Tender System (ETS) Portal of ISN to participate in the Tender. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded on ETS-ISN website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned website. The same may also be uploaded on GUVNL website <http://www.guvnl.com>. However, incase of any discrepancy, the information available on ISN-ETS website shall prevail.

3.6.8 The detailed Qualifying Requirements (QR) are given in Section-4 of RfS.

3.6.9 GUVNL shall conduct e-Reverse Auction (e-RA), as per provisions of this RfS documents.

3.6.10 GUVNL reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

## **INTERPRETATIONS**

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

# **SECTION 4 INSTRUCTIONS TO BIDDERS (ITB)**

## 4.1 PREAMBLE

This part (Section – 4) of the RfS Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of GUVNL. It also provides information on bid submission and uploading the bid on portal <https://www.bharat-electronictender.com>, bid opening, evaluation and on contract award.

Bidders may note that the respective rights of GUVNL and Bidders/HPDs shall be governed by the RfS Documents/PPA/Contracts signed between GUVNL and the Bidders/HPDs.

Further in all matters arising out of the provisions of this Section –4 and the RfS Documents, the laws of India shall be the governing laws subject to regulatory and adjudicatory jurisdiction of the Gujarat Electricity Regulatory Commission and courts of Gujarat shall have exclusive jurisdiction.

## 4.2 OBTAINING RfS DOCUMENTS

The RfS document can be downloaded from the website of ISN-ETS <https://www.bharat-electronictender.com>. A link of the same is also available at [www.guvnl.com](http://www.guvnl.com).

Note: Interested bidders have to download the official copy of RfS & other documents after login into the ISN-ETS website by using the Login ID & Password provided by ETS during registration (Refer Annexure - D). 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.

## 4.3 COST OF DOCUMENTS & PROCESSING FEES

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 nonrefundable processing fee as mentioned in the Bid Information Sheet. A bidding Company/ Consortium will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. Bidder shall submit the amounts pertaining to Cost of RfS document and Bid Processing Fee through NEFT/RTGS (electronic transfer), and submit the transaction receipt / UTR No. as part of the offline bid submission.

The bank details of GUVNL are available on [www.guvnl.com](http://www.guvnl.com) under the “Notice” section.

The bids submitted without cost of the RfS document and/or Bid Processing Fee and/or Bank Guarantee against Earnest Money Deposit (EMD) (including partial submission of either of the respective amounts), shall be liable for rejection by GUVNL.

#### **4.4 TOTAL CAPACITY OFFERED**

4.4.1 Selection of Grid Connected wind solar Hybrid RE Power Projects for total capacity of 500MW will be carried out through e-bidding followed by e-Reverse Auction process. The Projects may be setup anywhere in India.

4.4.2 The interested HPDs are required to participate in the Request for Selection (RfS) for installation of grid-connected RE Projects on Build-Own-Operate (B-O-O) basis.

##### **4.4.3 Capacity of each Project:**

The Projects are required to be designed for inter-connection with transmission network of CTU/GETCO. For each Project, the minimum Project capacity 50 MW as per Section 3.2.2 and the maximum capacity shall 100% bid capacity of RfS. The solar and wind projects of hybrid project may be located at same or different locations, subject to mechanism of sharing of transmission charges and losses stipulated at Section 1.3.b of this RfS.

The HPDs shall demonstrate the contracted capacity at the delivery point(s), as defined in the Commissioning procedure enclosed in Annexure-A and Appendix A1.

##### **4.4.4 Project Configuration:**

- i. The term "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 LOI).
- ii. Under this RfS, a Project shall comprise of wind-solar hybrid system. The rated installed Project capacity of either of the wind and solar components shall be at least 33% (as amended by MNRE/MoP time to time) of the contracted capacity. The above capacity shall be calculated based on the installed turbine rating (for wind component) and installed inverter rating (for solar component).

For e.g. if a single Wind-Solar Hybrid Project Contracted Capacity is of 200 MW, either of the rated installed capacity of wind or solar power shall be at least 66 MW.



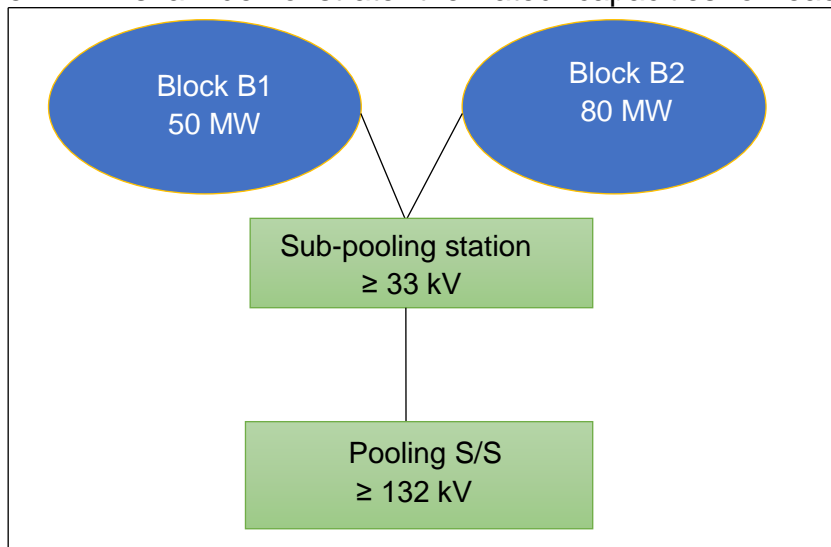
**Note:** In the interest of utilizing the optimization potential offered by hybridization of the two components, the HPD is free to declare the rated Project capacity of the Project at the output level of the Sub-Pooling Substation for purpose of commissioning, which shall be considered as the Project capacity of the Hybrid Power Project. The same Project capacity shall be entered in the Covering Letter and shall be considered as the Contracted Capacity under the PPA. For avoidance of any doubt, it is hereby reiterated that the Project capacity of the Hybrid Project does not necessarily have to be the arithmetic sum of the Installed capacity of the two components. However, the requirements as indicated above, regarding the minimum installed rated capacity of each of the components shall be strictly adhered to, failing which, the Project shall not be eligible for commissioning under the RfS.

- iii. A single Project component may however, also be sub-divided into a number of 'blocks', being set up at multiple locations, if required. The minimum block size shall be 50 MW. The minimum voltage level for a single block shall be as per applicable regulations / standards. 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. The minimum voltage level for a delivery point shall be 66 KV and above which shall be determine by GETCO/CTU as per applicable regulations.

One of the possible configurations of a hybrid Project component having separate locations for each block, is illustrated below, for elaboration:

**PROJECT COMPONENT CAPACITY: 130 MW**

- iv. The HPD shall demonstrate the rated capacities of each component



separately at the input side of the Sub-Pooling Substation, in line with the Commissioning procedure.

- v. A single Tariff for energy supply at the Delivery Point shall be quoted by the Bidder for its response to RfS, irrespective of the number of Projects and each Project configuration.
- vi. A single Power Purchase Agreement shall be signed for all Projects. The HPD shall be responsible for obtaining Connectivity and Long -Term Open Access (LTA) or General Network Access (GNA) for each Project if LTA/GNA is applicable.

## **4.5 PROJECT LOCATION**

The Projects can be located anywhere in India. The solar PV and wind power components, in relation to each project may or may not be co-located prior to the energy meter, and may inject power through a single or multiple injection Point(s) to deliver energy as per RfS. In case of the wind and solar sources are located at different locations, the project can be interconnected with grid at multiple interconnection points. A single bidder can submit a single bid for more than one Project however the capacity to be quoted by bidder shall be single and aggregate of all the capacities proposed to be developed in multiple projects.

## **4.6 PROJECT SCOPE & TECHNOLOGY SELECTION**

Under this RfS, the HPD shall set up the Project(s), including the dedicated transmission network up to the Injection Point(s), at its own cost and in accordance with the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project and/ or dedicated transmission network upto interconnection/ delivery point(s) (including connectivity and LTA/GNA) including those required from State Government and local bodies shall be in the scope of the HPD.

The HPD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency i.e. GEDA or any other agency authorized by GUVNL. It shall be the responsibility of the HPD to remain updated about the applicable charges payable to GEDA/State Nodal Agency or any other agency authorized by GUVNL.

## **4.7 ELIGIBILITY FOR PROJECT CAPACITY ALLOCATION FOR A BIDDER**

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

- 4.7.1** For the purpose of bidding and deciding the contracted capacity, Project capacity shall refer to the capacity (AC) to be quoted by the bidder.

- 4.7.2** A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can submit a single bid for any quantity between (and including) minimum capacity as per Section 3.2.2, which shall be quoted in the prescribed formats.
- 4.7.3** Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be eligible to bid upto 100% bid capacity of the RfS including GreenShoe Capacity.
- 4.7.4** The evaluation of bids shall be carried out as described in Section-6 of RfS. The methodology for allocation of Projects is elaborated in Section-6.
- 4.7.5** In case the Bidder wishes to set up more than one Project through separate SPVs and separate PPAs then each projects shall have capacity configuration in line with Section 3.2.2 of RfS, .
- 4.7.6** Capacity Allocation under 'Greenshoe Option' - The modality for allocation of additional upto 500 MW capacity under 'Greenshoe Option' shall be as under:-
- a) Upto 500 MW additional capacity through 'Greenshoe option' shall be offered to the Successful Bidder(s), who are willing to execute PPA(s) with GUVNL at lowest tariff (L1 rate) discovered under Competitive Bidding Process (followed by e-reverse auction) to the extent of their respective quoted capacity or higher quantum (in case any of the Successful Bidder does not accept the additional quantum offered under the 'Greenshoe Option') to the extent of greenshoe capacity. For avoidance of doubt, capacity allocation under 'Greenshoe Option' shall only be for the Successful Bidders.
  - b) Successful Bidder(s) intending to execute PPA for the Greenshoe Capacity shall have to meet the eligibility criteria for the capacity intended to be entered into PPA under 'Greenshoe Option'. Successful Bidder(s) shall have to comply with the same by making submissions required in accordance with the RfS within a period of 10 days from the conclusion of the reverse auction.
  - c) In addition to the foregoing, the Successful Bidders willing to execute PPA with GUVNL at the L1 rate shall have to give confirmation within the period of 10 days from the conclusion of reverse e-auction.
  - d) 'Greenshoe' capacity shall be allocated in proportion of capacity allotted to the Successful Bidders in the reverse auction and willing to offer additional capacity under 'Greenshoe Option'. For avoidance of doubt, the unallocated capacity (if any) under the 'Greenshoe Option' shall not be offered to Unsuccessful Bidders.
  - e) The terms & conditions as well as obligations & rights of Successful Bidder(s) as well as GUVNL shall be identical for additional capacity allocated under the 'Greenshoe Option' as for the base capacity of 500 MW under this RfS.

## **4.8 CONNECTIVITY WITH THE GRID**

- 4.8.1 The Project should be designed for delivery of energy at GETCO periphery. Grid interconnection of the project with STU / CTU Sub-station can be made either directly or through a dedicated line or through pooling substation. For interconnection with the grid and metering, the HPD shall abide by the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 (as amended from time to time), along with applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electric and other regulations (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage for interconnection at the GETCO grid shall be 66 kV or above.
- 4.8.2 The responsibility of getting the grid connectivity with GETCO / CTU shall entirely be of the HPD. In case of connectivity with STU, the interconnection voltages shall be governed as per the applicable Regulations.
- 4.8.3 The arrangement of connectivity can be made by the HPD through a dedicated transmission line which the Successful Bidder may construct himself or get constructed by GETCO or any other agency on deposit work basis or through a pooling sub-station. 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 up to the delivery point will be borne by the HPD. The Bidders are free to choose the CTU / GETCO substations for Interconnection of the Project to the Grid. 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 GETCO on their website from time to time.
  - ii. Under construction substations where augmentation is under process in advanced stage as indicated by the GETCO on their website from time to time. The schedule commissioning date of GETCO substation shall be on or before SCOD of the project.
  - iii. Existing and commissioned sub-stations of CTU in any other State within India having spare capacity for RE integration.

The location of the project / substation may be changed by the HPD as per the provisions of PPA, but the revised substation / location shall be in line with the above provisions and the project timelines shall remain unchanged.

- 4.8.4 The transmission of power up to the point of delivery and energy accounting infrastructure shall be the responsibility of the successful bidder at his own

cost. The maintenance of Transmission system up to the interconnection point shall be responsibility of the HPD.

- 4.8.5 All expenses including wheeling and transmission charges & losses between up to the Delivery Point shall be paid by the HPD without any reimbursement by GUVNL. If the Bidders opt for connecting its power station and facilities to an Inter State Transmission System including CTU/Powergrid, the " Delivery Point / Interconnection Point" shall be the point or points of connection at which Electricity is delivered into the Grid System of the GETCO. All expenses including transmission & wheeling charges and losses up to the Delivery Point, including on account of any change in law event, shall be paid by the HPD without any reimbursement by GUVNL.
- 4.8.6 All expenses including wheeling charges and losses in relation to the transmission and distribution beyond and after the Delivery Point upto the contracted capacity shall be borne by GUVNL and any transmission / wheeling charges and losses for the capacity in excess of contracted capacity shall be borne by the successful bidders. For avoidance of doubt, the following is clarified. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond and after the Delivery Point shall be borne by GUVNL except in case wherein the solar and wind projects are connected at different interconnection point, the mechanism of sharing of transmission charges and losses between the project developer and GUVNL shall be as under.
- (i) In case of a Hybrid Power project where the project components i.e. wind and solar are located at different locations, the incremental transmission charges due to multiple interconnection points of the project i.e. transmission charges for the transmission / LTA / GNA quantum in excess of PPA capacity / contracted capacity, shall be borne by the project developer irrespective of the delivery point.
  - (ii) It is further clarified that in this case, the transmission charges in relation to the transmission of power beyond and after the delivery point for the transmission / LTA / GNA quantum corresponding to PPA capacity / contracted capacity shall be borne by GUVNL.
  - (iii) Moreover, the transmission losses up to delivery point shall be borne by the project developer and after delivery point shall be borne by GUVNL.
  - (iv) For example, if a HPP with contracted capacity of 100 MW under non-co-located condition, being set up with a solar component of 90 MW and wind component of 60 MW, is interconnected with the CTU grid at two separate interconnection points, the developer of such project shall be required to bear the CTU transmission charges of 150 MW capacity up to Delivery Point and GETCO transmission charges of 50 MW capacity after Delivery Point whereas GUVNL shall bear GETCO transmission charges of 100 MW capacity after Delivery Point.

The above mechanism of sharing of transmission charges & losses has been stipulated so that the bids to be submitted by bidders in co-located as well as not co-located projects become comparable for evaluation.

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

**4.8.7** The Successful Bidder shall comply with the GERC / CERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and amended from time to time and shall be responsible for all liabilities related to Connectivity.

**4.8.8** The responsibility of getting GETCO / CTU connectivity shall entirely be with the HPD and shall be at the cost of the HPD. The transmission of power upto and at the point of Interconnection/Delivery Point where the metering is done for energy accounting shall be the responsibility of the HPD at his own cost. The transmission charges billed by CTU to GUVNL in terms of GNA regulations of CERC shall be recovered by GUVNL from the successful bidders to the extent of capacity for which connectivity has been obtained by the successful bidder for supply of power under this tender.

**4.8.9** The maintenance of Transmission system up to the Delivery / Inter-connection Point shall be the responsibility of the HPD, to be undertaken entirely at its cost and expense.

**4.8.10** The arrangement of connectivity shall be made by the HPD through a dedicated transmission line upto the Delivery / Interconnection Point. The entire cost of transmission including cost of construction of line, wheeling & transmission charges and losses, WRLDC / SLDC/Scheduling charges, SOC, MOC maintenance, losses etc. and any other charges from the Project upto and including at the Delivery Point will be borne by the HPD. Two or more Projects can be connected to a common pooling substation from which the pooled power can be transferred to the CTU / GETCO substation through a common transmission line subject to the following conditions;

- a) Acceptance of such an arrangement by GECTO / CTU.
- b) The meters for each project at pooling substation are sealed by STU/ CTU/ DISCOM/ SLDC / WRLDC.
- c) The energy accounts are divided and clearly demarcated for the power generated at the project and are issued by the STU/SLDC concerned.
- d) In case of Pooling substation, losses in the transmission line between the Pooling substation and the CTU / GETCO substation shall be apportioned

among the HPDs who share such a Pooling arrangement, based on their monthly generation.

For the purpose of pooling of two or more Projects for CTU connectivity, the HPDs shall on mutatis mutandis basis adhere to the detailed Connectivity Procedure as issued by CERC as amended from time to time. For connectivity with STU, the developers shall follow the procedure stipulated by GETCO.

**4.8.11** The HPD shall comply with CERC/GERC regulations on Forecasting, Scheduling and Deviation Settlement Mechanism as applicable and are responsible for all liabilities related to Connectivity. In case of absence of regulations specific to Projects, the above regulations will be adhered to, separately for Wind and Solar Project components.

**4.8.12** Reactive power charges and charges against power drawn from grid as per CERC /GERC regulations, as applicable, shall be payable by HPD as per provisions of PPA.

**4.8.13** Metering arrangement of each project shall have to be adhered to in line with relevant clauses of the PPA and applicable regulations.

**4.8.14** GUVNL will be responsible for transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point subject to provisions mentioned at Section 4.8.6.

**4.8.15** The responsibility of getting GETCO / CTU connectivity shall entirely be with the HPD and shall be at the cost of the HPD. In this regard, the HPD shall be required to follow the detailed Connectivity Procedure as issued by GERC / CERC and amended from time to time. The HPDs shall be required to apply for connectivity at the identified substations as per clause 1.2.2 of this RfS document.

The HPD shall comply with the complete application formalities as per the Connectivity Procedure.

**4.8.16** Further, it may be clarified that in case GUVNL needs to pay transmission charges and losses upto delivery point, the same shall be recovered from HPD. Transmission charges and losses shall be calculated on contracted capacity (MW).

## **4.9 Clearances Required from the State Government and other Local Bodies**

- 4.9.1** The Hybrid Power Developers at their own cost and responsibility are required to obtain necessary clearances and permits as required for setting up the Solar Power Projects and / or Wind Power Projects including but not limited to the following:
- a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
  - b. Forest Clearance (if applicable) for the land for the Project.
  - c. Approval for water from the concerned authority (if applicable) required for the Project.
  - d. HPDs 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 GUVNL within 07 days of filing the applications.
  - e. In case of Projects being set up in the States of Gujarat & Rajasthan, the HPD 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.
  - f. Clearance from Airport Authority of India (If applicable)
  - g. Any other clearances as may be legally required, in order to establish and operate the Project clearances within 30 days of Effective Date of PPA)
- 4.9.2** The above clearances, as applicable for the Project, shall be required to be submitted to GEDA/State Nodal Agency or the authorized agency / representatives as the case may be prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the HPD shall submit an undertaking in this regard, and it shall be deemed that the HPD has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the HPD.

**Note:** The HPD shall apply for all the necessary approvals, permits and clearances not later than 3 months from the issuance of LOI, 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 HPD 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.

## **4.10 POWER GENERATION BY HYBRID POWER DEVELOPER**



#### **4.10.1 CRITERIA FOR GENERATION**

The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the HPDs will be allowed to revise the same once within first three years after COD. The declared annual CUF shall in no case be less than 30% (thirty percent). Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year. HPD shall maintain energy supply so as to achieve annual supply corresponding to CUF not less than 90% of the declared value (i.e., Minimum CUF) and not more than 120% of the declared CUF value (i.e., Maximum CUF), during the PPA duration of 25 years. The lower limit will, however, be relaxable by GUVNL to the extent of non-availability of grid for evacuation which is beyond the control of the HPD. The annual CUF will be calculated every year for the "Contract year". GUVNL shall use the hybrid power for fulfillment of solar and Wind RPO in the proportion of actual energy from solar and wind power components in the hybrid project respectively as measured in the meters placed at Sub-Pooling Substation and / or Pooling Sub-station.

#### **4.10.2 SHORTFALL IN GENERATION**

- i. If for any Contract Year, it is found that the HPD has not been able to generate minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the HPD, on account of reasons primarily attributable to the HPD, such shortfall in performance shall make the HPD liable to pay the compensation provided in the PPA as payable to GUVNL. This compensation shall be applied to the amount of shortfall in generation during the Contract Year.
- ii. The amount of such penalty will be equal to **one and a half times** of the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA. This compensation shall be applied to the amount of shortfall in energy supply during the year. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with GUVNL affecting supply of power by HPD.
- iii. The computation of compensation for shortfall provided is only a measure of damage and it shall not be construed that the compensation is payable by HPD only if GUVNL is required to pay compensation for not meeting of RPO.
- iv. HPD shall agree that the methodology specified hereinabove and elsewhere in this RFS or in the PPA for calculation of liquidated damages payable by the HPD for shortfall in generation is a genuine and

accurate pre-estimation of the actual loss that will be suffered by GUVNL. HPD 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 GUVNL in each case specified under this Agreement.

- v. The HPD shall not sell the power from Contracted Capacity to any other third party including Power Exchanges without prior consent of GUVNL. In case the HPD fails to offer the contracted power as per the agreement to GUVNL and sells this power without GUVNL's consent to any other third party, the damages shall be recovered from seller for an amount equal to higher of : (a) twice the Tariff as per the PPA for the corresponding contracted power; and (b) the entire sale revenue accrued from Third parties on account of sale of the contracted power. These damages shall be in addition to other penalties / liquidated damages specified in the PPA. For the avoidance of doubt, no Tariff or any amount in lieu thereof shall be due or payable by GUVNL to the Seller for and in respect of any electricity sold hereunder.

#### **4.10.3 EXCESS GENERATION**

The HPD may repower the Project at a later stage, if required. However, in no case the HPD will be allowed to inject power more than the maximum CUF within the Contracted Capacity as per the PPA. Also, after repowering, the minimum ratio of both the resources (wind & solar) shall be kept as per clause 4.4 of the RfS.

The HPD will not be allowed to sell excess energy more than the maximum annual CUF, to any entity other than GUVNL, unless refused by GUVNL. In case GUVNL purchases the excess generation, the same shall be done at the PPA tariff. In case at any point of time, the peak of capacity reached is higher than the allotted capacity and causes disturbance in the system at the point where power is injected, the HPD will have to forego the excess generation and reduce the output to the allotted capacity to ensure compliance with grid requirement. In case of sale of excess generation without prior consent of GUVNL, the provision regarding penalty mentioned at Section 4.10.2 (v) shall be applicable.

In case GUVNL does not agree to purchase such excess energy, the HPD will be free to sell such energy to a third party or power exchange. The HPD shall inform at least 30 days in advance of such excess generation to GUVNL, to enable GUVNL take necessary actions for sale / consumption

of this excess generated energy. Intimation regarding consent to procure excess energy supply from the project shall be provided by GUVNL within 15 days of receipt of the request being made by the HPD, beyond which it would be considered as deemed refusal. Further, it is to be clarified that 15 days period for consideration of HPD's offer shall be from date of acknowledgement of receipt of HPD's offer by GUVNL.

#### **4.10.4 OFFTAKE CONSTRAINTS DUE TO TRANSMISSION INFRASTRUCTURE/ GRIDUNAVAILABILITY, BACKDOWN & CONSEQUENT LOWER DISCHARGE OF STORED ENERGY**

**Delay in Commencement of supply on account of delay in transmission system :** The responsibility of obtaining General Network Access (GNA) after delivery point shall be of the GUVNL prior to commencement of supply of power from the Project. For sale of power to GUVNL from SCOD, the GNA is required to be obtained by the HPD up to delivery point. Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of GNA by the CTU/STU and/or there is a delay in readiness of the ISTS/STU substation at any Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS/STU network until SCOD of the Project, and it is established that:

- i. The HPD has complied with the complete application formalities as per Clause 4.8 above and as per the Detailed Procedure as issued by the CTU/STU,
- ii. The HPD 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/STU and/or delay in readiness of the ISTS/STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS/STU network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the HPD;

The above shall be treated as delays beyond the control of the HPD and SCOD 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 GUVNL.

In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control of the HPD, GUVNL may extend the SCOD after examining the issue on a case-to-case basis. In case of change in Project location(s) by the HPD, extension requests under this

clause shall be dealt by GUVNL 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.

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

**4.10.4.1 Generation Compensation for off take Constraints:**

GUVNL may be constrained not to schedule power on account of unavailability of the Transmission Infrastructure / Grid or in the eventuality of a Back down in accordance with the Electricity (Promotion of Generation of Electricity from Must-Run Power Plant) Rules, 2021, as amended from time to time.

**B. Generation Compensation in off take constraints due to Grid Unavailability:** During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability the power is not evacuated, for reasons not attributable to the HPD. In such cases the generation compensation shall be addressed by the GUVNL in following manner:

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

However, it is clarified that if the plant is ready before SCOD, but the offtake is constrained because of inadequate / incomplete power evacuation infrastructure beyond Delivery Point, no compensation shall be permissible.

**B. Payment in case of reduced offtake** : in case the plant is available to supply power but the off take of power is Not done by the GUVNL, including non-dispatch of power due to noncompliance With “Electricity (late payment surcharge and related Matters) Rules, 2022 notified by the Ministry of Power vide Gazette Notification dated 3rd June 2022” and any clarifications or amendment thereto, considering the principle of ‘Must Run’ status for RE power, GUVNL shall pay to the HPD, corresponding to the reduced off take, in Terms of following manner:

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

4.10.4.2 For claiming compensation as per above 4.10.4.1 [A] & [B], the HPD must sell their power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of up to the contracted capacity and the quantum of power scheduled by the GUVNL.

**4.10.5** HPD may sell power which was offered on day ahead basis to the GUVNL (within maximum CUF) but not scheduled by the GUVNL, to any third party or power exchange without requiring NOC from the GUVNL.

## **4.11 EARNEST MONEY DEPOSIT (EMD)**

- 4.11.1 Earnest Money Deposit (EMD) @ [INR 9,28,000 x Rated cumulative Installed Capacity of Solar component (MW) + INR 12,64,000 x Rated cumulative Installed capacity of Wind component (MW)]** in the form of Bank Guarantee according to Format 8.3A and valid for 06 months (claim period upto 7 months) from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes. 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 only in the following cases shall be acceptable: 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 valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.
- 4.11.2** The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed at Annexure-C in favor of GUVNL.
- 4.11.3** GUVNL 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 GUVNL in terms of the guarantee as in the case of appropriation of the cash deposit lying with GUVNL.
- 4.11.4** Not Used

#### **4.12 PERFORMANCE BANK GUARANTEE (PBG)**

**4.12.1** Bidders selected by GUVNL based on this RfS shall submit Performance Guarantee for a value @ [INR 23,20,000 x Rated Installed Capacity of Solar component (MW) + INR 31,60,000 x Rated Installed capacity of Wind component (MW)] before signing of PPA pursuant to issuance of LOI. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 8.3C issued in favor of GUVNL, for a validity period at least upto 6 months from Scheduled Commercial Operation Date with claim period at least upto 7 months from SCOD. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by GUVNL to the successful Bidder. Non submission of PBG within the above mentioned timelines shall be the sufficient ground for encashment of EMD.

**4.12.2** (not used)

**4.12.3** (not used)

**4.12.4** (not used)

**4.12.5** (not used)

**4.12.6** The Bidder shall furnish the Performance Bank Guarantees (PBGs) from any of the Banks listed at Annexure - C to GUVNL.

**4.12.7** All Performance Bank Guarantees (PBGs) may be submitted separately for each Project.

Note: The PBGs are required to be arranged and furnished by the entity signing the PPA. In case of the PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be arranged and furnished by the successful bidder within the above prescribed timeline, 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 the PPA.

**4.12.8** (not used)

**4.12.9** The format of the Bank Guarantees prescribed in the Formats 8.3 A (EMD) and 8.3 C (PBG) shall be strictly adhered to and any deviation from the above Formats shall be liable for rejection of the EMD/ PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA may not be signed by GUVNL.

GUVNL 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 GUVNL in terms of the guarantee as in the case of appropriation of the cash deposit lying with GUVNL.

**4.12.10** The Bidder for the Project selected based on this RfS to whom Lol is required to sign PPA with GUVNL within 60 Days after the issue of Lol or such other period that may be stipulated under LOI and subject to adoption of tariff by GERC. In case, GUVNL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause No. 4.14, Section-4, Instructions to Bidders (ITB) of RfS documents or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by GUVNL from the Bank Guarantee available with GUVNL (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.

**4.12.11** 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.

All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/HPDs.

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

**4.12.13** After the bidding process is over, GUVNL shall release the Bank Guarantees towards EMD of the unsuccessful Bidders / unsuccessful capacity within 15 days after the completion of e-Reverse Auction. The PBG of HPDs shall be returned to them, after successful commissioning of their projects as per Terms of PPA within 45 days after taking into account any liquidated damages due to delays in commissioning as per Clause No. 4.16, Section-4, Instructions to Bidders (ITB) of RfS.

## **4.13 FORFEITURE OF EMD**

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

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



- ii In case, GUVNL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause No. 4.14, Section-4, Instructions to Bidders (ITB) of RfS or does not execute the PPA within the stipulated time period;
- iii If after issuance of Lol, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way and that relevant facts have been suppressed;
- iv If the bidder fails to furnish required Performance Bank Guarantee in accordance with Clause No. 4.12, Section-4, Instructions to Bidders (ITB) of RfS documents;

## 4.14 POWER PURCHASE AGREEMENT (PPA)

**4.14.1** GUVNL may enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of standard Draft Power Purchase Agreement to be executed between GUVNL and the selected HPD will be made available on website of ISN-ETS <https://www.bharat-electronictender.com> and also on GUVNL website [www.guvnl.com](http://www.guvnl.com). The PPA may be signed within 60 (Sixty) days from the date of issue of Lol or such other period that may be stipulated under LOI subject to adoption of tariff by GERC. The PPA may be executed between GUVNL and selected bidder or its SPV for different wind solar hybrid projects each having capacity configuration in line with Section 3.2.2. The PPA shall be valid for a period of 25 years as per provisions of PPA.

**Note:** PPA will be executed between GUVNL and the HPD as per the breakup of the cumulative Project capacity awarded to the Bidder. The HPD shall provide the project configuration for the cumulative capacity quoted, in the Covering Letter (Format 8.1), which may be modified by HPD until the deadline of financial closure provided that the contracted capacity shall remain unchanged. The PPA will remain in force for a period of 25 years from the SCOD or from the date of full commissioning of the projects, whichever is earlier.

**4.14.2** The Performance Bank Guarantee as per Clause 4.12 above shall be arranged and submitted by the HPD prior to signing of PPA. Before signing of PPA between GUVNL and the HPDs, GUVNL 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 HPDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

- 4.14.3** Successful bidders will have to submit the required documents to GUVNL within 25 days from the issue of Lol. In case of delay in submission of documents beyond the 25 days as mentioned above, GUVNL shall not be liable for delay in verification of documents and subsequent delay in signing of PPA. The Effective Date of the PPA shall be the date of signing of PPA.
- 4.14.4** The HPDs will be free to reconfigure and repower the project at their own risk and cost from time to time during the PPA duration. However, GUVNL will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per the respective guidelines. Provided that the HPD shall be allowed to be revise the CUF% once within first three years of SCOD of the full project capacity.
- 4.14.5** Any extension of the PPA period beyond 25 years shall be through mutual agreement between the HPD and GUVNL.

## **4.15 FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS AND LAND ARRANGEMENTS**

### **4.15.1 FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS**

- (i) "Financial Closure" shall mean arrangement of necessary funds by the HPD either by way of commitment of funds by the Company from its internal resources and / or tie up of funds through a bank / financial institution by way of sanction of a loan or letter agreeing to finance. At this stage, HPD shall ensure submission of documents / certificates evidencing the tie up of project cost through internal resources and /or through external Financing Agency and Implementation and Service Agreement executed with SPPD. The Power Producer shall obtain financial closure within twelve (12) months from date of execution of PPA for Non-Park & Park based tenders. The Power Producer will have to submit the required documents to GUVNL at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, GUVNL shall not be liable for delay in verification of documents and subsequent delay in Financial Closure. An extension for the attainment of the financial closure can however be considered by GUVNL, on the sole request of the Power Producer, on advance payment of extension charges of Rs.1000/- per day per MW plus applicable GST. In case of any delay in depositing this extension charge, the Power Producer has to pay an 2 interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI MCLR (1Year). This extension will not have any impact on the SCOD. Any extension charges paid so, shall be returned to the Power Producer without any interest on achievement of successful commissioning within the SCOD on pro-rata

basis, based on the Project Capacity commissioned on SCOD. However, in case of any delay in commissioning of the project beyond the Scheduled Commissioning Date, the amount as deposited above by the Power Producer shall not be refunded by GUVNL.

- (ii) At the stage of financial closure, the HPDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the HPD shall submit a certificate/necessary documents 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.
- (iii) DPR & Technology Tie-up: At this stage, the HPD shall also submit the Detailed Project Report (DPR) for the Project, indicating HPD's plans to meet the quoted CUF and power delivery obligations. The HPD shall also demonstrate the technology tie-ups for major equipment, such as solar PV modules, Inverters, wind turbines, as per the DPR for the Project.

#### **4.15.2 Land Arrangements**

"Land Acquisition" shall mean acquisition of required land to establish Hybrid Project by the Power Producer either by way of purchase of land or through lease/rent of the land. At this stage, Power Producer shall ensure submission of notarized copy of sale deed or / and lease / rent agreement evidencing the acquisition of land. The Power Producer shall acquire land for the project within eighteen (18) months from date of execution of PPA for Non-Park based tenders. The Power Producer will have to submit the required documents to GUVNL at least 14 days prior to the scheduled Land Acquisition date. In case of delay in submission of documents mentioned above, GUVNL shall not be liable for delay in verification of documents. An extension for the acquisition of land can however be considered by GUVNL, on the sole request of the Power Producer, on advance payment of extension charges of Rs.1000/- per day per MW plus applicable GST. In case of any delay in depositing this extension charge, the Power Producer has to pay an interest on this extension charge for the days lapsed beyond due date of Land Acquisition @ SBI MCLR (1Year). This extension will not have any impact on the SCOD. Any extension charges paid so, shall be returned to the Power Producer without any interest on achievement of successful commissioning within the SCOD on pro-rata basis, based on the Project Capacity commissioned on SCOD. However, in case of any delay in commissioning of the project beyond the Scheduled Commissioning Date, the amount as deposited above by the Power Producer shall not be refunded by GUVNL.

#### **4.15.3 Commissioning and compensation for delay in commissioning**

The Commissioning of the Project shall be carried out by the HPD in line with the **Commissioning Procedure at Annexure-A and Appendix-A-1**. The Successful Bidder shall be required to obtain Developer and / or Transfer Permission, Key Plan drawing etc. from GEDA/State Nodal Agency or the authorized agency / representatives by GUVNL as the case may be prior to mounting of the solar panels (if required) and WTG (if applicable). Commissioning certificates shall be issued by the State Nodal Agency i.e. GEDA or the authorized agency / representatives as the case may be after successful commissioning of Project in accordance with the applicable Rules / Regulations.

Further, evidence of clear possession of Project Site selected by Successful Bidder shall be submitted on or before the Scheduled Commercial Operation Date for which the Successful Bidder shall provide documents/ Lease Agreement to establish possession/ right to use 100% (hundred per cent) of the required land in the name of the Successful Bidder or its Affiliate to GEDA/State Nodal Agency or the authorized agency / representatives by GUVNL as the case may be. In case the land is in the name of Affiliate, the land should be transferred in the name of Successful Bidder prior to Scheduled Commercial Operation Date (SCOD). Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or GUVNL, in case of default of the Successful Bidder. For lease of Government land, if the lease is not available upfront for the entire term of the PPA, then the Successful Bidder shall be required to give an undertaking stating that they shall be solely responsible for securing the extension of required land for the balance period of term of PPA. For lease of private land, the lease period shall cover the entire term of PPA. Sworn affidavit from the authorized person of the Successful Bidder listing the details of the land and certifying total land required for the Project under clear possession of the Successful Bidder shall be submitted by the Successful Bidder on or before SCOD to GEDA/State Nodal Agency or the authorized agency / representatives by GUVNL as the case may be. Commissioning / part commissioning of the project will not be declared until the HPD demonstrates possession of land, in addition to the other conditions as established by GEDA/State Nodal Agency or the authorized agency / representatives by GUVNL as the case may be. For part commissioning, portion of land on which the part of the project is commissioned should be with the HPD.

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

In case, the project is connected through CTU Network, then all transmission charges and losses upto Delivery Point shall be to the account of the Successful Bidder. No change in charges / losses of CTU shall be covered under Change in Law.

a) **PART COMMISSIONING**

Part commissioning of the Project shall be accepted by GUVNL as per terms of the PPA, subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) commissioning, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned, shall be as per provision of PPA.

In case of part commissioning of the Wind-Solar Hybrid Power Projects, it shall be mandatory to demonstrate commissioning of one component (either wind or solar) having capacity equal to at least 33% (as amended by MNRE/MoP time to time) of the total contracted capacity of the other component being commissioned, otherwise the project shall not be demonstrated as part-commissioned. In other words, it is clarified that commissioning of a single component or having a composition lower than the above required percentage, shall not construe part commissioning of the Hybrid Project.

In case of part-commissioning of the Hybrid Project, possession of land corresponding to the part capacity being commissioned, shall be required to be demonstrated by the HPD prior to declaration of commissioning of the said part capacity. Part commissioning of the project will not be declared until the HPD demonstrates possession of land, in addition to the other conditions as established by GEDA/State Nodal Agency or the authorized agency / representatives by GUVNL as the case may be. For part commissioning, portion of land on which the part of the project is commissioned should be with the HPD.

In all cases, the SCOD will not get altered due to part commissioning. Irrespective of dates of part commissioning, the PPA will remain in force for a period of 25 (twenty five) years as per the provisions of PPA.

b) **COMMISSIONING SCHEDULE AND LIQUIDATED DAMAGES NOT AMOUNTING TO PENALTY FOR DELAY IN COMMISSIONING**

- i. The Project shall be fully commissioned on or before the Scheduled Commercial Operation Date (SCOD). In this regard, a duly constituted committee by GEDA/State Nodal Agency or the authorized agency /

representatives by GUVNL as the case may be will physically inspect and certify successful commissioning of the Project.

- ii. The extension in commissioning and liquidated damages shall be governed as per the provisions of PPA.
- iii. Delay upto six (6) months from SCOD – GUVNL will encash total Performance Bank Guarantee on per day basis and proportionate to the balance Capacity not commissioned
- iv. In case the commissioning of the project is delayed beyond Six (6) months from SCOD, the HPD's Event of Default as per Article 13.3.1 of PPA shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned upto SCOD + 6 months. The PPA for balance capacity not commissioned shall be terminated. Further The HPD shall be debarred from participating in bids issued by any procurer or any intermediary procurer (as defined in the Guidelines) for the following period:
  - a. For one year in case of first default.
  - b. For not less than 2 years and not more than 3 years for second and any sub sequent defaults

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

- v. It is to be noted that commissioning/part commissioning of the Project will not be declared until the project developer demonstrates possession of land in line with Clause 4.15.2 above, in addition to the other conditions as per the Commissioning Procedure enclosed at Appendix-A-1. For part-commissioning, portion of land on which the part of the project is commissioned should be under clear possession of the HPD in accordance with clause 4.15.2.
- vi. In case of delay in commissioning of the Project due to Force Majeure, GUVNL may extend the SCOD after examining the issue on a case-to-case basis in terms of the PPA and on receiving timely notice from the HPD.

c) **DELAY IN COMMISSIONING ON ACCOUNT OF DELAY IN LTA OPERATIONALIZATION**

The delay in grant of connectivity/LTA/GNA, if applicable, by the CTU / STU and/or delay in readiness of the ISTS / InSTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS / InSTS network, will be considered as a factor attributable to the CTU / STU / transmission licensee and beyond the control of the HPD subject to the following;

- i. The ISTS / InSTS sub-station at the Delivery Point and the power evacuation and transmission infrastructure of the ISTS / InSTS network, with which the HPD applies for connectivity, shall be scheduled for completion on or before the SCOD of the concerned Project so as to match the two timelines.
- ii. Subject to adherence to above, subsequent to grant of connectivity, in case there is a delay in grant / operationalization of connectivity / LTA/GNA by CTU / STU and/or there is a delay in readiness of the ISTS / InSTS sub-station at the delivery point, including readiness of the power evacuation & transmission infrastructure of the ISTS / InSTS network until SCOD of the project and it is established that;
  - a) The HPD has complied with the complete application formalities as per the connectivity procedure(s). and the ISTS / InSTS sub-station at the delivery point at the power evacuation and transmission infrastructure of the ISTS / InSTS Network with which the HPD had applied for connectivity, was scheduled for completion on or before the SCOD of the project and;
  - b) The HPD has adhered to the applicable procedure in this regard as notified by the CERC / GERC / CTU / STU and;
  - c) The delay in grant of connectivity / LTA/ GNA by CTU / STU and / or delay in readiness of the ISTS / InSTS sub-station at the delivery point, including readiness of the power evacuation and transmission infrastructure of the ISTS / InSTS Network, is a factor solely attributable to CTU / STU / transmission licensee and is beyond the control of the HPD;

The above shall be treated as delays beyond the control of the HPD under Article 11.1 (a) of the PPA and such projects shall be eligible for suitable time extension in their SCOD.

d) **EARLY COMMISSIONING**

- i) The HPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCOD subject to availability of transmission connectivity and open access/GNA. In cases of early part-

commissioning, the HPD will be free to sell it to any other entity provided first right of refusal will vest with GUVNL. GUVNL shall provide refusal within 30 (thirty) days from the receipt of the request, beyond which it would be considered as deemed refusal. Further, in cases of early part-commissioning, till the SCOD, GUVNL may, at its discretion agrees to purchase the generation as per provisions of PPA. However, in case the entire capacity is commissioned prior to the scheduled commissioning date, GUVNL may at its discretion, agree to purchase the generation at the PPA Tariff. However, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of GUVNL.

ii) In case of multiple Project components, and if one or more such whole component (wind, solar PV source ) is/are ready for injection of power into the grid, but the remaining component(s) is/are unable to commence supply of power, the HPD will be allowed to commence power supply from such component which is ready, outside the ambit of PPA, with first right of refusal for such power being vested with GUVNL. In case GUVNL decides to buy such discrete component's power outside the PPA, such power shall be purchased @ 75% of the PPA Tariff.

The above scenario(ii) **does not** qualify under the provisions of Part/Early Commencement of power supply under the RfS, and PPA. This is a special scenario wherein in case one or more project component(s) is/are ready, the power supply from such component is not wasted. The above scenario will be applicable until the HPD is ready to commence power supply as per the provisions of Clauses 4.15.3(a) and 4.15.3.(d)(i) of the RfS.

#### **4.16 COMMERCIAL OPERATION DATE (COD)**

Commercial Operation Date (COD) shall be the date certified by GEDA or the authorized agency / representatives as the case may be in case the project is located in Gujarat OR as certified by Representatives/Agency authorized by GUVNL in case the project is located outside of Gujarat, on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project. Successful Bidders shall have to provide a written notice to GUVNL at least 10 days in advance for the same. The 25-year tenure of PPA shall be as per the provisions of PPA. 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 project developer, even if the project is only partially ready to facilitate testing and allow flow of power generated into the grid for testing.



**(b) Commissioning of the Project:** This will be on a date, when the project meets the criteria defined for project commissioning by GEDA/State Nodal Agency or the authorized agency / representatives by GUVNL as the case may be. GEDA/State Nodal Agency or the authorized agency / representatives by GUVNL as the case may be being State Nodal Agency is authorized to declare the project commissioned on site.

#### **4.17 MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER**

**4.17.1** The Bidder shall provide complete information in their bid in reference to this RfS about the Promoters and upon issuance of LoI, the HPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with GUVNL.

**4.17.2** 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 the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

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

1. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
2. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
3. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
4. Transfer of shares within the members of Promoter Group.
5. Transfer of shares to IEPF.
6. Issue of Bonus Shares.

**4.17.3** In case of Project being executed through SPVs: The Selected Bidder executing the project, 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 after the COD, except with the prior approval of GUVNL. In the event the selected 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 after COD, except with the prior approval of GUVNL. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

- 4.17.4** In case of the selected Bidder itself executing the PPA, it shall ensure that its promoters 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), till 01 (one) year after the COD, except with the prior approval of GUVNL. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 4.17.5** 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 year after COD.
- 4.17.6** Any change in the shareholding after the expiry of 01 year after SCOD can be undertaken under intimation to GUVNL. Transfer of controlling shareholding of the company developing the project within the same group of companies will however be allowed after SCOD with the permission of GUVNL, subject to the condition that, the management control remains within the same group of companies.
- 4.17.7** In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to GUVNL.

## **4.18 STRUCTURING OF THE BID SELECTION PROCESS**

- 4.18.1** Single stage, Double Envelope bidding followed by e-Reverse Auction has been envisaged under this RfS. Bidders have to submit both Techno-Commercial Bid and Financial Bid (Tariff) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Clause No. 4.23, Section-4, Instructions to Bidders (ITB) of RfS.
- 4.18.2** Aggregate capacity offered under this RfS is 500 MW. For each project, Minimum Project size shall be 50 MW and the maximum size shall be 500 MW. The Bidders may submit their proposals accordingly. The proposals may be enclosed in the same envelope in the manner described in Clause No. 4.23, Section-4, Instructions to Bidders (ITB) of RfS.

#### **4.19 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 - D

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

1. Covering Letter as per **Format 8.1**
2. In case of a Bidding Consortium, a **Power of Attorney** in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 8.2**

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.

3. Earnest Money Deposit (EMD) in the form as per **Format 8.3 A.**
4. **Performance Guarantee** (to be submitted before signing of PPA as specified in (Section 4.12) in the form as per **Format 8.3C.**
5. Board Resolutions, as per prescribed formats enclosed as per **Format 8.4** 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 GUVNL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement

- b. Board Resolution from the Bidding Company committing 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.
  - d. Board Resolution from the affiliate of the bidding company, if network of such affiliate is used by the bidder, undertaking that such affiliate shall contribute the required equity funding and performance bank guarantees in case the bidder fails to do so in accordance with clause C.1 (b), Section 5 of RFS.
6. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 8.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
7. Format for Financial Requirements as per **Format 8.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
8. Undertaking regarding no willful default and no major litigation pending as per **Format 8.7**.
9. A disclosure statement as per **Format 8.8 & 8.8A** regarding participation of any related companies in the bidding process.
10. Format for Technical Criteria as per **Format 8.9** (to be filled out separately for each Project) in line with Clause No. 4.15, Section-4, Instructions to Bidders (ITB) of RfS.
11. Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 8.10** and in accordance with MNRE's Approved List and Manufacturers of Solar PV (Requirements for Compulsory Registration) Order, 2019 and List(s) there under and Revised List of Models and Manufacturers (RLMM) of Wind Turbines prepared by MNRE as amended from time to time prior to actual commissioning of the Project (to be filled out separately for each Project).

## 12. Attachments

- a. Memorandum of Association, Article of Association 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/ Wind Power plant development.
  - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
  - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), 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.
  - Undertaking with regards to clause A8 in Section-5.
- 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. GUVNL reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.
- d. Certified copies of annual audited accounts for the last financial year shall be required to be submitted; OR in case the Bidder is a newly formed company, supported by documentary evidence of its recent formation at RoC, then the certificate issued by a Chartered Accountant with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statement as on latest available date supported with bank statement (if available) shall be required to be submitted. In case Final Audited Annual Accounts for the last financial year (March 2023) are not available, then GUVNL shall accept the Provisional Accounts which are duly certified by a practicing Chartered Accountant of India and at least two directors or one director and the

company secretary. Provided that an undertaking signed by at least two directors or one director and the company secretary is submitted by the bidder confirming that Final Audited Annual Accounts for the last financial year are not available as on date of bid submission. Foreign Bidders shall be required to submit their audited annual accounts of previous two years as per relevant laws / acts of their country of origin and the same shall be duly certified by a practicing Chartered Accountant of India.

- e. Certificate from Chartered Accountants, certifying the cumulative Networth of the bidding company or consortium together with the networth of those Affiliates whose credentials are used. Such certificate shall clearly stipulate the networth per MW of quoted capacity, as per Section 2 of the Companies Act 2013, as on date of financial year ending i.e. 31.03.2023 or 31.12.2022 as the case may be, or in case the Bidder is a newly formed company, supported by documentary evidence of its recent formation at ROC or in case the networth of the Bidder is not meeting the criteria as per Clause 3.4.4 (i), then the certificate issued by a Chartered Accountant computing net worth based on certified copy of Balance Sheet, Profit & Loss account, Schedules and cash flow statement as on latest available date supported with bank statement shall be required to be submitted.
- f. In case a bidder submits the Net-worth credentials of its Parent / Affiliate, an undertaking from such Parent / Affiliate shall be submitted, stating that in case the bidder(s) fails to contribute required equity funding and performance bank guarantee, the same shall be contributed by such Parent / Affiliate in line with Clause 3.4.4(ii) of the RFS and as per Format 6.4.
- g. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

## **4.20 IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS**

- 4.20.1** 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.

- 4.20.2** 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 No. 4.14, Section-4, Instructions to Bidders, ITB of RfS.
- 4.20.3** If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, GUVNL reserves the right to reject such response to RfS and/ or cancel the Letter of Intent, if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- 4.20.4** If the event specified at 4.21.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 4.20.5** Response submitted by the Bidder shall become the property of GUVNL and GUVNL shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause no. 4.11, Section-4, Instruction to Bidders (ITB) of RfS.
- 4.20.6** All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda and PPA) submitted online must be digitally signed by the person authorized by the Board as per Format 8.4 as there are provisions regarding same on the portal.
- 4.20.7** The response to RfS shall be submitted as mentioned in Clause No. 4.21, Section-4, Instruction to Bidders (ITB) of 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, GUVNL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- 4.20.8** The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted to GUVNL as per Section 4.23 (A).
- 4.20.9** 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.

- 4.20.10** Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 4.20.11** Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by GUVNL.
- 4.20.12** Response to RfS not submitted in the specified formats will be liable for rejection by GUVNL.
- 4.20.13** Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 4.20.14** Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of GUVNL of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
- 4.20.15** The Gujarat Electricity Regulatory Commission shall be the Appropriate Commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between HPD and GUVNL. Subject to the above, only Gujarat Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 4.20.16** All the financial transactions other than transactions for purchase / sale of power to be made with GUVNL including success charges, delay charges, and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

## **4.21 NON-RESPONSIVE BID**

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

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

- (a) Non-submission of the requisite cost of RfS and/or processing fee as mentioned in the Bid Information Sheet.
- (b) Non-submission or partial submission of EMD in acceptable form along with RfS document.



- (c) Response to RfS(offline as well as online) not received by the due date and time of bid submission;
- (d) Non-submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part offline before due date and time of submission of bid;
- (e) Non submission of the original documents mentioned at Section 4.23 by due date and time of bid submission;
- (f) Non-submission of Original Bank Guarantee and/or DDs against Cost of RfS Document and/or DDs against bid processing fee.
- (g) Any indication of tariff in any part of response to the RfS, other than in the financial bid;
- (h) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form;
- (i) Bidder or any of its Affiliates whose credentials are used is a willful defaulter to any lender
- (j) In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.
- (k) Conditional bids shall be summarily rejected.

In any of the above cases, the bid shall be treated as non-responsive and liable to be rejected. Further, in case of (b), such bidder will be liable to be debarred from participating in any of the tenders issued by GUVNL, for a period of 6 (six) months, starting from the last date of bid submission of this RfS.

## **4.22 METHOD OF SUBMISSION OF RESPONSE TO RfS BY THE BIDDER**

### **A. DOCUMENTS TO BE SUBMITTED OFFLINE (IN ORIGINAL)**

1. Bank Guarantee/Payment on Order instrument" / Letter(s) of Undertaking towards EMD as mentioned in the Bid Information Sheet (as per Format 8.3).

One EMD may be submitted for the cumulative capacity quoted by the bidder, or individual EMDs may be submitted for different capacities.

2. Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal in two separate envelopes. Bidders shall take special note that no documents other than the above shall be submitted offline.

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

Bank Guarantee against EMD needs to be submitted in both online and offline modes. The bidders will be required to submit the bank guarantee, either in person or through post, at the office of GUVNL until the date as on 2 working days after the closing date of online bid submission. The 2-day duration will be counted from the date of online bid submission deadline. For e.g., if the bid submission deadline is 18:00 hrs on 22.05.2022, the above deadline will expire at 18:00 hrs on 24.05.2022. In case of the above deadline being a holiday, the next working day in GUVNL will be the deadline for submission of Bank Guarantees.

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

<b>Response to RfS for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 500 MW grid connected HybridRE Projects (Phase I) with Greenshoe Option of additional upto 500 MW</b>	
<b>Capacity of Project</b>	<b>MW</b>
<b>RfS Reference No.</b>	<b>RfS No. GUVNL / 500 MW / Hybrid RE (Phase I) dtd 01.11.2023</b>
<b>Submitted by</b>	<b>(Enter Full name and address of the Bidder)</b>
<b>Authorized Signatory</b>	<b>(Signature of the Authorized Signatory) (Name of Signatory) (Stamp of Bidder)</b>
<b>Bid Submitted to</b>	<b>General Manager (RE) Gujarat Urja Vikas Nigam Ltd Sardar Patel VidyutBhavan, Race Course, Vadodara-390007</b>

## **B. DOCUMENTS TO BE SUBMITTED ONLINE**

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

***If the Bidder has submitted bid online and fails to submit the Bank Guarantee for requisite amount and/or offline within 2 working days from last date of bid submission, then the same shall be treated as incomplete bid and Cost of RfS, Processing Fee submitted shall be encashed and the EMD(s) shall be returned.***

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

### **1. “Technical Bid (First Envelope)”**

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

- i) Formats - 8.1, 8.2 (if applicable), 8.3 A, 8.4, 8.5 (if applicable), 8.6, 8.7, 8.8, 8.9 and 8.10 as elaborated in Clause No. 4.20, Section-4.
- ii) All attachments elaborated in Clause No. 4.20, Section-4, under the sub-clause 12, Attachments with proper file names.
- iii) All supporting documents regarding meeting the eligibility criteria.
- iv) Scanned copies of NEFT/RTGS details towards Cost of RfS Document as mentioned in Bid Information Sheet.
- v) Scanned copies of requisite amount of Bank Guarantee towards EMD as mentioned in the Bid Information Sheet.

The bidder will have to fill the Electronic Form provided at the <https://www.bharat-electronictender.com> as part of Technical Bid.

### **2. “Financial Bid (Second Envelope)”**

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

- i) Covering letter as per Format-8.11 of this RfS document;
- ii) Preliminary Estimate of Cost of Project as per Format 8.12

**Only a single tariff 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.**

**Important Note:**

- i) The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
- ii) In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- iii) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- iv) 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 GUVNL 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.

**4.23 NOTICE BOARD FOR DISPLAY**

The selected HPD will have to put a notice board (at least 180cm x 120cm) at its project site main entrance prominently displaying the following message before declaration of COD.

<p><b>___ MW Grid Connected Hybrid RE Project, Owned and operated by</b> <b>----- (insert name of the HPD)</b> <b>[Under RfS for <i>Setting up of 500 MW Grid Connected Hybrid RE Projects</i> by</b> <b>Gujarat Urja Vikas Nigam Limited]</b></p> <p><b>Village:....., Tehsil....., District....., State.....</b></p>
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**4.24 VALIDITY OF THE RESPONSE TO RfS**

The Bidder shall submit the response to RfS which shall remain valid up to 180 (One Hundred Eighty) days from the last date of submission of response to RfS ("Bid

Validity”). GUVNL reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

#### **4.25 BID PREPARATION COST**

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

#### **4.26 CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS**

**4.26.1** Clarifications/ Doubts, if any, on RfS document shall be emailed to GUVNL and may also be raised through ISN-ETS portal.

**4.26.2** GUVNL 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 GUVNL’s response will be uploaded in the website <https://www.bharat-electronictender.com> and on GUVNL’s website <https://www.guvnl.com>. If necessary, amendments, clarifications, elaborations shall be issued by GUVNL which will be notified on GUVNL/ISN-ETS web site. No separate reply/ intimation will be given for the above, elsewhere.

**4.26.3** A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet.

**4.26.4** Enquiries may be sought by the Bidder from

<b><u>Name of the Authorized Person of GUVNL:</u></b>	<b><u>Contact Details:</u></b>
Mr. H. N. Shah General Manager (RE)	Phone (M):+91-9925213827 E-mail: <a href="mailto:gmre.guvnl@gebmail.com">gmre.guvnl@gebmail.com</a>
Mr L. K. Parmar Superintending Engineer (RE1)	Phone No: +919227807771 Email: <a href="mailto:sere1.guvnl@gebmail.com">sere1.guvnl@gebmail.com</a>
Mr. B. B. Patel Executive Engineer (RE1)	Phone (M): +91-9913911655 Email: <a href="mailto:eere1.guvnl@gebmail.com">eere1.guvnl@gebmail.com</a>

#### 4.27 RIGHT OF GUVNL TO REJECT A BID

GUVNL reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, the processing fee (excluding GST, if amount credited to GUVNL's account), without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders.

#### 4.28 POST AWARD COMPLIANCES

HPD shall submit quarterly project report in the month of February, May, August and November showing specific status of the following milestones for performance monitoring of the Projects from the date of issuance of Lol;

- a. Application of registration of project with GEDA in case project is to be set up in the Gujarat and with respective State Nodal Agency in case of project is to be set up outside of Gujarat.
- b. Connectivity application
- c. Financial Closure
- d. Award of EPC contract
- e. Solar PV Module Supply Agreement
- f. WTG Supply agreement
- g. Land acquisition
- h. Civil work status
- i. Erection work status
- j. Commissioning

In addition to above, selected bidders shall achieve 'Financial Closure' and 'Land acquisition' as under:

**Financial closure:** "Financial Closure" shall mean arrangement of necessary funds by the Power Producer either by way of commitment of funds by the Company from its internal resources and / or tie up of funds through a bank / financial institution by way of sanction of a loan or letter agreeing to finance. At this stage, Power Producer shall ensure submission of documents / certificates evidencing the tie up of project cost through internal resources and /or through external Financing Agency and Implementation and Service Agreement executed with SPPD. The Power Producer shall obtain financial closure within twelve (12) months from date of execution of PPA for Non-Park & Park based tenders. The Power Producer will have to submit the required documents to GUVNL at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, GUVNL shall not be liable for delay in verification of documents and subsequent delay in Financial Closure. An extension for the attainment of the financial closure can however be considered by GUVNL, on the

sole request of the Power Producer, on advance payment of extension charges of Rs.1000/- per day per MW plus applicable GST. In case of any delay in depositing this extension charge, the Power Producer has to pay an 2 interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI MCLR (1Year). This extension will not have any impact on the SCOD. Any extension charges paid so, shall be returned to the Power Producer without any interest on achievement of successful commissioning within the SCOD on pro-rata basis, based on the Project Capacity commissioned on SCOD. However, in case of any delay in commissioning of the project beyond the Scheduled Commissioning Date, the amount as deposited above by the Power Producer shall not be refunded by GUVNL.

**Land Acquisition:** "Land Acquisition" shall mean acquisition of required land to establish Solar PV Project by the Power Producer either by way of purchase of land or through lease/rent of the land. At this stage, Power Producer shall ensure submission of notarized copy of sale deed or / and lease / rent agreement evidencing the acquisition of land. The Power Producer shall acquire land for the project within eighteen (18) months from date of execution of PPA for Non-Park based tenders. The Power Producer will have to submit the required documents to GUVNL at least 14 days prior to the scheduled Land Acquisition date. In case of delay in submission of documents mentioned above, GUVNL shall not be liable for delay in verification of documents. An extension for the acquisition of land can however be considered by GUVNL, on the sole request of the Power Producer, on advance payment of extension charges of Rs.1000/- per day per MW plus applicable GST. In case of any delay in depositing this extension charge, the Power Producer has to pay an interest on this extension charge for the days lapsed beyond due date of Land Acquisition @ SBI MCLR (1Year). This extension will not have any impact on the SCOD. Any extension charges paid so, shall be returned to the Power Producer without any interest on achievement of successful commissioning within the SCOD on pro-rata basis, based on the Project Capacity commissioned on SCOD. However, in case of any delay in commissioning of the project beyond the Scheduled Commissioning Date, the amount as deposited above by the Power Producer shall not be refunded by GUVNL.

GUVNL shall not be liable for issuing any intimations/ reminders to HPDs for timely completion of milestones and/ or submission of compliance documents. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the HPD.

On non-compliance of 'Financial Closure' and 'Land acquisition' milestones/ requirements, penalty at the rate of INR 1000 / MW / day plus applicable GST shall be levied for each milestone, if the developers fails to achieve the commissioning of project within SCOD.





**SECTION 5  
QUALIFYING REQUIREMENTS FOR  
BIDDERS (QR)**

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

## **A GENERAL ELIGIBILITY CRITERIA**

- A.1 Company as defined.
- A.2 Bidding Consortium with one of the Companies as 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 application for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project at the time of signing of PPA. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 8.5).
- A.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, the clause no. A.7 mentioned below shall be applicable.
- A.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 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:

- i. An entity incorporated, established or registered in such a country; or
- ii. A subsidiary of an entity incorporated, established or registered in such a country; or
- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv. An entity whose beneficial owner is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is a citizen of such a country; or
- vii. A consortium where any member of the consortium falls under any of the above.

v. "Beneficial owner" for the purposes of Clause A.4.iii.iv. 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 8.8/8.8A 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.

A.5 Limited Liability Partnership (LLPs) are not eligible for participation.

A.6 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project(s) through a Special Purpose Vehicle(s) (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with atleast 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.

A.7 Any consortium, if selected as Successful Bidder for the purpose of supply of power to GUVNL, 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

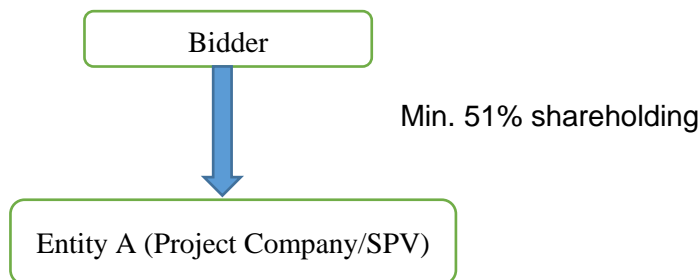
with GUVNL, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to 1 (one) year after the SCOD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed after SCOD with the permission of GUVNL, subject to the condition that, the management control remains within the same group of companies.

- A.8 The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. 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.

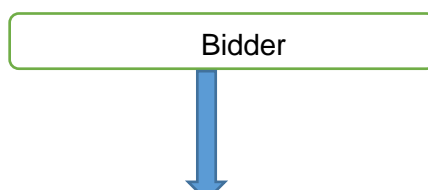
The Bidder shall submit an undertaking to this effect as per Format 8.7 of the RfS. The Bidder shall submit an undertaking to this effect.

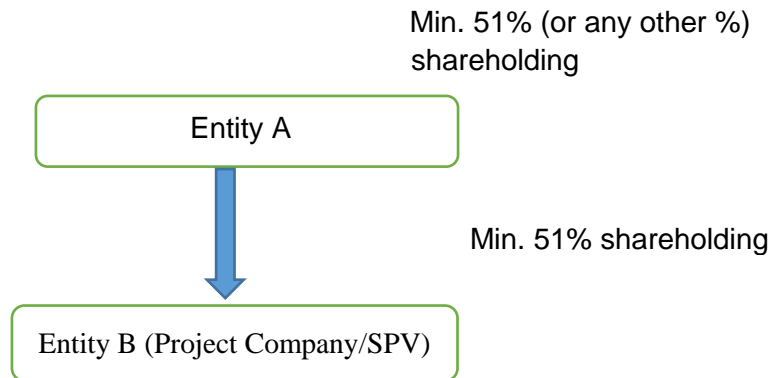
- A9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses A.3 and A.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same

Scenario 1:



Scenario 2:





**As per provisions of the RfS, only Scenario 1 will be permissible under this RfS**

## **B TECHNICAL ELIGIBILITY CRITERIA**

- B.1 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 8.9. However, the Successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure.
- B.2 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause No. 4.15 under the sub title “Financial Closure” in Section-4, Instructions to Bidders (ITB) of RfS. The undertaking shall be submitted as per enclosed Format 8.8.
- B.3 In order to ensure only quality systems are installed, and in order to bring-in advantage of latest development/Models, the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) issued by MNRE as updated until the SCOD of the Project will be allowed for deployment under this RfS.
- B.4 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.
- B.5 The wind power projects will be developed as per the Guidelines issued by the Government of India or its agencies for development of Wind Power Projects. For solar modules and balance of systems, the technical guidelines issued by the Government of India from time to time for grid connected Solar PV systems and the technical guidelines prevalent at the time of commencement of power supply from the Project, will be followed. Installation of other RE generating sources as part of the Project shall be

governed by applicable technical standards issued by the Government from time to time.

- B.6 The Projects shall also comply with the criteria for power generation detailed in Clause No. 4.10 in Section-4, Instructions to Bidders (ITB) of RfS.

## **C FINANCIAL ELIGIBILITY CRITERIA**

### **C.1 NET-WORTH**

- i. The Net-Worth of the Bidder should be equal to or greater than the amount calculated as per the following formula, based on the Installed Capacity break-up quoted by the Bidder:  
Minimum Net-Worth requirement = [(Rs. 1,15,80,000 x Rated Installed Capacity of Solar PV component) + (Rs. 1,38,60,000 x Rated Installed Capacity of Wind Power component)]  
The above Net-Worth amount shall be demonstrated by the Bidder as on the last of previous Financial Year, i.e., FY 2022-23 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 performance bank guarantees/POI in case the Bidder fails 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.

Note: In case of revision in Installed Capacity prior to signing of PPA, resulting in an increase in the Installed Capacity being committed by the HPD, the HPD will be required demonstrate the revised Net-Worth requirements based on the revised Installed Capacity.

### **C.2 (not used)**

- C.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 C.1 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 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.

- C.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.
- C.5** A Company/ Consortium would be required to submit annual audited accounts for the last financial year, i.e. FY 2021-22 or FY 2022-23 or provisional audited accounts in case of the bidder meeting the financial criteria as on the date at least 7 days prior to the date of bid submission, along with net worth certificate from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional audited accounts in case of the bidder meeting the financial criteria as on the date at least 7 days prior to the date of bid submission.

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 financial year for which the audited accounts are available, or the provisional audited accounts for the date at least 7 days prior to the date of bid submission. 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 be required to be submitted by the Bidder.

- C.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.

- C.7** In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause C.6 above.
- C.8** In case the response to RfS is submitted by a Consortium, then the financial requirement (Net-Worth) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them 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 100MW, then, total Net-Worth to be met by the Consortium is Rs. 1.0Crores x 100MW = Rs. 100 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 70Crores and to be met by Consortium Member B would be Rs.30Crores.

- C.9** In accordance with the O.M. issued by the Department of Expenditure, Ministry of Finance, Govt. of India, vide No. 6/18/2019- PPD Dated 23.07.2020 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:
1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).
  2. "Bidder" in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
  3. "Bidder from a country which shares a land border with India" for the purpose of this clause, means:
    - a. An entity incorporated, established or registered in such a country; or
    - b. A subsidiary of an entity incorporated, established or registered in such a country; or
    - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
    - d. An entity whose beneficial owner is situated in such a country; or
    - e. An Indian (or other) agent of such an entity; or



- f. A natural person who is a citizen of such a country; or
  - g. A consortium where any member of the consortium falls under any of the above.
4. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 8.8 of the RfS. Accordingly, all the provisions of the above referred O.M. dated 23.07.2020 shall also be applicable for this tender.

## **SECTION 6**

# **BID EVALUATION AND SELECTION OF PROJECTS**

## **6.1 BID EVALUATION**

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

## **6.2 TECHNO-COMMERCIAL EVALUATION OF BIDDERS**

## **A. FIRST ENVELOPE (TECHNICAL BID) EVALUATION (STEP - 1)**

- i. The first envelope (Technical Bid submitted online) of only those bidders will be opened by GUVNL whose required documents as mentioned at Clause No. 4.23.A, Section-4, are received at GUVNL's office.
- ii. Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.
- iii. Subject to Clause No. 4.22, Section-4, Instructions to Bidders (ITB) of this RfS, GUVNL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, GUVNL may seek clarifications/ additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought by GUVNL within 02 (two) days from the date of such intimation from GUVNL. All correspondence in this regard shall be made through 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. GUVNL shall not be responsible for rejection of any bid on account of the above.
- iv. The response to RfS submitted by the Bidder shall be scrutinized to establish Techno Commercial eligibility as per RfS.

## **B. SECOND ENVELOPE (FINANCIAL BID) EVALUATION (STEP - 2)**

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

- i. Second Envelope (containing First Round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified.
- ii. 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 per kWh for all the Projects applied for. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after

decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).

- iii. In this step, evaluation will be carried out for each Project based on tariff quoted by Bidders.
- iv. On completion of Techno-Commercial bid evaluation, if it is found that the total aggregate capacity of the Solar PV Projects short-listed is lower than or equal to 500 MW, then the procedure as elaborated in Clause No. 6.3.2 of this Section-6 shall be followed.
- v. On completion of Techno-Commercial bid evaluation, if it is found that the number of qualified bidders is less than two, even after three attempts of bidding, GUVNL may at its discretion continue with the bidding process after consent of GERC. In case of two or more Bidders are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of GUVNL. Thereafter, GUVNL will take appropriate action as deemed fit.
- vi. 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.
- vii. All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n<sup>th</sup> Bidder as mentioned in Clause No. 6.3.2 of this Section6.
- viii. Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

<b>Bidder</b>	<b>Submitted Financial Bid</b>	<b>Ranking</b>
B1	INR 2.10 (Tariff in ₹/ kWh)	L1
B2	INR 2.20 (Tariff in ₹/ kWh)	L2
B3	INR 2.30 (Tariff in ₹/ kWh)	L3
B4	INR 2.30 (Tariff in ₹/ kWh)	L3
B5	INR 2.43 (Tariff in ₹/ kWh)	L4
B6	INR 2.60 (Tariff in ₹/ kWh)	L5
B7	INR 2.65 (Tariff in ₹/ kWh)	L6
B8	INR 2.69 (Tariff in ₹/ kWh)	L7

### 6.3 REVERSE AUCTION (STEP - 3)

**6.3.1** The reverse auction for each project shall be conducted through <https://www.bharat-electronictender.com> portal on the day as intimated by GUVNL to the eligible bidders.

**6.3.2** The Total eligible bidders for the Project for reverse auction shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders, and

Sk = Cumulative bid capacity till the 'k'th serial number bidder (not the 'k'th rank bidder) after ranking is done in ascending order from L1 onwards

S <sub>E</sub> = (Eligible capacity for award)	(i) n case S <sub>T</sub> ≤ 500 MW, S <sub>E</sub> = 0.8 X S <sub>T</sub> (ii) n case S <sub>T</sub> > 500 MW, S <sub>E</sub> = 0.8 X S <sub>T</sub> subject to maximum eligible capacity being 500 MW.
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**Total eligible Bidders for e-Reverse Auction**

i. In case (0.8 X S<sub>T</sub>) ≤ 500 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 S<sub>T</sub>) > 500 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 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”-1

Note:

(a) 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.

(b) The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 500 MW and the minimum number of shortlisted 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. (Short listing of Bidders for reverse auction):**

Scenario-1: Total bid capacity of techno-commercially shortlisted bidders = S<sub>T</sub> =1600 MW

Sl. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	(0.8x S <sub>T</sub> )	S <sub>E</sub>	n*	Shortlisted Bidders
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1	B3	L1	50	10	1280 MW	500 MW	9	B3
2	B5	L2	100					B5
3	B1	L3	150					B1
4	B4	L3	300					B4
5	B2	L4	250					B2
6	B6	L5	200					B6
7	B7	L6	100					B7
8	B8	L7	50					B8
9	B9	L8	300					B9
10	B10	L9	100					

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

**Scenario-2:** Total bid capacity of techno-commercially shortlisted bidders=  $S_T=500$  MW

S. No	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	(0.8x $S_T$ )	$S_E$	n	Shortlisted Bidders
1	B3	L1	50	5	400 MW	500 MW	5	B2
2	B2	L2	100					B3
3	B1	L3	100					B1
4	B4	L4	200					B4
5	B5	L5	50					B5

\*n = 5 as per the above formula

**6.3.3** Before the schedule 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 No. 6.3.2 above. The reverse auction will be conducted after opening of financial bids on the same day.

**6.3.4** Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS website 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 project capacity 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 30 (thirty) minutes with a provision of auto extension by 05 (five) minutes from the scheduled/ extended closing time. Such auto extension shall be affected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as follows:
  - (a) Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instant provided the tariff falls within the range of **L1 and L1+2%**
  - (b) Yellow Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant provided the tariff falls within the range of L1 and L1+2%.
  - (c) Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instance.

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

## **6.4 SELECTION OF SUCCESSFUL BIDDERS**

- 6.4.1** Upon conclusion of e-RA process, the Bidders in the “Green Zone” and “Yellow Zone” shall be selected in the ascending order with lowest quoted tariff (being L1) till the tender capacity (500 MW) is exhausted. The bidders who fall within the range of (and including) the lowest tariff (L1 tariff)+2% of the L1 tariff, hereinafter referred to as “the range” will be declared as Successful Bidders, subject to the conditions as enumerated in clauses herein below viz. Clause 6.4.2 to Clause 6.4.5.
- 6.4.2** The lowest quoting Bidder will be allotted its qualified project capacity and then, next higher Bidder will be allotted its qualified project capacity and so on, till the total project capacity (i.e. 500 MW) is exhausted.
- 6.4.3** In case of the last selected Bidder, if the balance project capacity is less than the total project capacity mentioned by the bidder, then the balance capacity shall be awarded to the bidder till the total capacity is exhausted subject to a minimum allocation of 50 MW and the maximum cumulative capacity not exceeding 500 MW. The allocation of additional upto 500 MW capacity through Greenshoe option shall be as per Clause 4.7.6 of RFS

In case the partial capacity(balance capacity till the total capacity of offer is exhausted) offered to the last Bidder after completion of the eRA is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity within 7 days of issuance of Letter of Intent, and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders.

Further, In case the partial capacity offered to the last Bidder after completion of the eRA 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 after e-RA to the successful Bidders not exceeding 500 MW. In case the last Bidder refuses to accept such partial capacity offered by GUVNL, the Bank Guarantee against EMD submitted by such Bidder shall be encashed by GUVNL.

- 6.4.4** In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same at the end of the e-RA), they will be considered in the chronological order of their last bid with preference to that Bidder who has quoted his last bid earlier than others.
- 6.4.5** In the above case, if the time of quote also become 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

## **6.5 ISSUANCE OF LOIs:**

At the end of selection process, a Letter of Intent (LOI) will be issued to the successful Bidders discovered through e-RA. The LOIs shall be awarded for the contracted capacity as quoted by the respective successful bidder or the partial contracted capacity, as the case may be. In case of a Consortium being selected as the successful Bidder, the LOI will be issued to the Lead Member of the Consortium.

In all cases, GUVNL'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.

Also, GUVNL shall reserve the right to short close the capacity lower than 500 MW at its discretion, if the prices are abruptly high. Additionally, the discretion for allotment / non-allotment of additional capacity upto 500 MW under 'Greenshoe Option' shall be vested solely with GUVNL

# **SECTION 7 OTHER PROVISIONS**

## 7.1 ROLE OF GEDA OR STATE NODAL AGENCY OR OTHER AGENCY AUTHORIZED BY GUVNL

**State Nodal Agency** has been appointed by State Government Nodal Agency. **State Nodal Agency** will be facilitating and assisting the project developers in following areas.

- Registration of Projects.
- Responding to queries and problems of developers.
- Co-ordinating with State and Central Agencies.
- Certifying the Commissioning of projects located in Gujarat or any other state after due verification of documents relating to land acquisition as per clause 4.15.2 (Land Arrangements) and connectivity with GETCO / CTU and verification of technical specifications of solar project as per **Annexure A**. While certifying commissioning, **State Nodal Agency** shall ensure that all equipment as per rated project capacity has been installed and energy has flown into the grid.
- Carry out the site survey and issuance of elevation certificate for attainment of No Objection Certificate (NoC) from the Ministry of Defence.

## 7.2 ROLE OF GETCO / CTU

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

- i) Upon application of Connectivity as per GERC/CERC Regulations, GETCO/CTU shall coordinate with the concerned agencies for grant of connectivity and LTA.
- ii) Support during commissioning of projects

**SECTION 8**  
**SAMPLE FORMS & FORMATS FOR BID**  
**SUBMISSION**

## **FORMATS FOR BID SUBMISSION**

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section –5 and other submission requirements specified in the RfS

- i) Format of Covering Letter (Format 8.1)
- ii) Format for Power of Attorney (Format 8.2)
- iii) Format for Earnest Money Deposit (EMD) (Format 8.3 A)
- iv) Format for Performance Bank Guarantee (PBG) (Format 8.3 B)
- v) Format for Board Resolutions (Format 8.4)
- vi) Format for Consortium Agreement (Format 8.5)
- vii) Format for Financial Requirement (Format 8.6)
- viii) Undertaking regarding no willful default and no major litigation pending (Format 8.7)
- ix) Format for Disclosure (Format 8.8& 8.8A)
- x) Format for Technical Criteria (Format 8.9)
- xi) Format for Proposed Technology Tie-up (Format 8.10)
- xii) Format for submission of Financial Bid (Format 8.11)
- xiii) Format for Preliminary Estimate of Cost of Solar PV Project (Format 8.11)
- xiv) Technical Requirements for Grid Connected Solar PV Projects (Annexure - A)
- xv) Check List for Bank Guarantees (Annexure-B)
- xvi) List of Banks (Annexure-C)
- xvii) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-D)
- xviii) Terms & Conditions of Reverse Auction (Annexure-E)

**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 address# \_\_\_\_\_

To

General Manager (RE)

Gujarat Urja Vikas Nigam Ltd

Sardar Patel Vidyut Bhavan,

Race Course Vadodara-390007

Tel No. 0265-2311797

Website-www.guvnl.com

Sub: Response to RfS No. \_\_\_\_\_ for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 500 MW grid connected HybridRE Projects (Phase I) with Greenshoe Option of additional upto 500 MW

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 25 years to GUVNL, 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 8.8 under Disclosure). 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 500 MW, including this response to RfS.

We are submitting RfS for the development of following RE Project(s): -

Project No.	Contracted Capacity offered (MW)	Installed Capacity to be committed under the PPA (Rated capacities of respective components)	Location(s) (Village, Tehsil, Dist., State)	Inter-connection Point(s) Details	Project preference *	CUF %
1.		Solar PV component: ____MW				
		Wind power component: ____MW				
2.						

*\*The preferences of the Projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Clause 6.4 (iii)*

1. We give our unconditional acceptance to the RfS, dated ..... [Insert date in dd/mm/yyyy], standard PPA document attached thereto, addendums if any, issued by GUVNL from time to time. In token of our acceptance to the RfS and PPA documents along with the amendments and clarifications issued by GUVNL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA and shall be binding on us. Further, we confirm that we shall demonstrate clear possession and right to use of the land identified for the Project within the deadlines as indicated in the RfS. We also confirm that the Project shall be commissioned within the deadline as indicated in the RfS.
  
2. Earnest Money Deposit (EMD): - (Please read Clause No. 4.11, Section-4, ITB carefully before filling)  
We have enclosed EMD of INR ..... (Insert Amount), in the form of Bank Guarantee no..... [Insert bank guarantee number] dated ..... [Insert date of bank guarantee] as per Format 8.3A from ..... [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause No. 4.11, Section-4, ITB of this RfS. The total capacity of the Solar PV Project offered by us is ..... MW and / or the Wind Power Project offered by us is ..... MW ..... [Insert cumulative capacity proposed].
  
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 for the selected Projects, within due time as mentioned in Clause Nos. 4.12, Section-4, ITB of this RfS on issue of Lol by GUVNL for the selected Projects and/ or we are not able to sign PPA with GUVNL within 30 Days of issue of

LoI by GUVNL for the selected Projects, GUVNL shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

4. We have submitted our response to RfS strictly as per Section –8 (Sample Forms and Formats) 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 Project happens to be the last Project and GUVNL offers a capacity and such offered capacity is greater than or equal to 50% of our quoted capacity which is less than our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.
6. Acceptance: -  
We hereby unconditionally and irrevocably agree and accept that the decision made by GUVNL in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

We also unconditionally and irrevocably agree and accept that the decision made by GUVNL 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.

We further confirm that we are aware of the provisions of MNRE's Office Memorandum dated 09.03.2021 regarding imposition of Basic Custom Duty (BCD) on Solar PV Cells & Modules / Panels and noted the trajectory for imposition of BCD by Ministry of Finance, Government of India notified therein. We are also aware that we are required to take into account the above trajectory while quoting tariffs in the present tender and that the imposition of BCD as per above trajectory shall not be considered as "Change-in-Law" under Article 12 of the PPA.

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 then we shall ensure that our shareholding in the (special purpose vehicle) SPV / project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval of GUVNL. We shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with GUVNL, committing total equity infusion in the SPV as per the provisions of RfS.



9. We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity on or before SCOD. In the event of delay in commissioning, the provisions of Section 4.12&4.16 of the RfS / relevant Articles of PPA shall be applied. Further, the project shall not be considered as commissioned unless the connectivity with STU / CTU grid is established and GEDA or the Representative / Agency authorized, issues certificate of commissioning.
10. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
11. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from GUVNL.
12. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
13. We confirm that all the terms and conditions of our Bid are valid up to \_\_\_\_\_ (Insert date in dd/mm/yyyy) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to RfS].
14. Contact Person  
 Details of the representative to be contacted by GUVNL are furnished as under:  
 Name : .....  
 Designation : .....  
 Company : .....  
 Address : .....  
 Phone Nos. : .....  
 Mobile Nos. : .....  
 Fax Nos. : .....  
 E-mail address : .....
15. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a HPD's event of default under PPA and consequent provisions 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 name Power of Attorney/ Board Resolution/ Declaration.

**FORMAT FOR POWER OF ATTORNEY**

**(Applicable Only in case of Consortium)**

**(To be provided by each of the other members of the Consortium in favor 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 above response to RfS Bid.

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

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

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

For and on behalf of Consortium Member

M/s.....

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

(Name  
Designation  
Place:  
Date:)  
Accepted

-----  
(Signature, Name, Designation and Address  
of the person authorized by the board of the Lead Member)

Attested

-----  
(Signature of the executant)

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

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

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-2, Definition of Terms of the RfS.

**FORMAT FOR 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 the Bidder*]

(hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for **Selection of Project Developers for Setting up of 500 MW Grid-Connected Hybrid RE Power Projects (Phase-1) with Greenshoe Option of additional upto 500 MW** of the cumulative capacity of ..... MW [*Insert cumulative Project capacity proposed*] for supply of power there from on long term basis, in response to the RfS No. \_\_\_\_\_ dated \_\_\_\_\_ and addendums thereto if any, issued by Gujarat Urja Vikas Nigam Limited (hereinafter referred to as GUVNL) and GUVNL considering such response to the RfS of ..... [*insert the name of the Bidder*] as per the terms of the RfS, the \_\_\_\_\_ [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to GUVNL at Vadodara forthwith without demur on demand in writing from GUVNL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees \_\_\_\_\_ [*Insert amount not less than that derived in line with clause 4.11 of RfS*] cumulative capacity proposed], only, on behalf of M/s \_\_\_\_\_ [*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ [*insert date of validity in accordance with Clause No. 4.11, Section-4, ITB 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. 4.11, Section-4, ITB of this RfS*]. GUVNL shall be entitled to invoke this Guarantee till \_\_\_\_\_ [*insert date of validity in accordance with Clause No. 4.11, Section-4, ITB of this RfS*].

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

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

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

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ Only) and it shall remain in force until \_\_\_\_\_ [Date to be inserted on the basis of Clause No. 11, Section-4, ITB of this RfS].

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Power of Attorney No.: \_\_\_\_\_

For

\_\_\_\_\_ [Insert Name 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\_\_

Notes:

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

Name of Bank – State Bank of India  
Bank Account No. – 10565103714  
IFSC Code - SBIN0001946

**NOT USED**

**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 of Appropriate Value)*

Reference: .....

Bank Guarantee No.: .....

Date: .....

In consideration of the \_\_\_\_\_ [*Insert name of the Bidder*] (hereinafter referred to as 'selected Hybrid Power Developer') submitting the response to RfS inter alia for selection of the Project to be set up with the capacity of ..... MW, at ..... [*Insert name of the place*], for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from **500 MW Grid-Connected Hybrid RE Power Projects(Phase - 1) with Greenshoe Option of additional upto 500 MW**, in response to the RfS no. .... dated..... issued by Gujarat Urja Vikas Nigam Limited (hereinafter referred to as GUVNL) and GUVNL considering such response to the RfS of ..... [*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Hybrid Power Developer and issuing Letter of Intent No \_\_\_\_\_ to \_\_\_\_\_ (*Insert Name of selected Hybrid Power Developer*) as per terms of RfS and the same having been accepted by the selected HPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Hybrid 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 and / or PPA, the \_\_\_\_\_ [*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to GUVNL at Vadodara forthwith without demur on demand in writing from GUVNL 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 selected Hybrid 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 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 validity date being date up to 6 months from SCOD) and GUVNL shall be entitled to invoke this Guarantee till ..... (Claim period at least upto 7 months from SCOD)

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

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

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

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

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly GUVNL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Hybrid Power Developer/ Project Company, to make any claim against or any demand on the selected Hybrid Power Developer/ Project Company or to give any notice to the selected Hybrid Power Developer/ Project Company or to enforce any security held by GUVNL or to exercise, levy or enforce any distress, diligence or other process against the selected Hybrid Power Developer / Project Company.

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

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

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Power \_\_\_\_\_ of \_\_\_\_\_ Attorney \_\_\_\_\_ No.:

\_\_\_\_\_

For

\_\_\_\_\_ *[Insert Name 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:

.....

Signature

Name and Address

.....

Signature

Name and Address

NOTES:

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

Name of Bank – State Bank of India  
Bank Account No. – 10565103714  
IFSC Code - SBIN0001946

**Not Used**

**Format 8.3D**

**FORMAT FOR BOARD RESOLUTIONS**

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

**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 No. \_\_\_\_\_ dated \_\_\_ and addendums thereto, if any, for “Setting up of 500 MW Grid Connected Hybrid RE Projects (Phase I)”, including signing and submission of all documents and providing information/ response to RfS to Gujarat Urja Vikas Nigam Limited (GUVNL), representing us in all matters before GUVNL, and generally dealing with GUVNL in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**

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

**3. RESOLVED THAT** the approval of the Board be and is hereby accorded to M/s \_\_\_\_\_ (bidding company) for using the Networth credentials of M/s \_\_\_\_\_ (Affiliate) for participating in GUVNL’s RfS No. ....dated \_\_\_\_\_. Further resolved that M/s \_\_\_\_\_ (Affiliate) undertakes to contribute required equity funding and performance bank guarantees in case M/s \_\_\_\_\_ (Bidding Company) fails to do so in accordance with the RFS. **(To be provided by the Affiliate whose net worth is used)**

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

**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 to participate in consortium with M/s ----- [Insert the name of other Members in the Consortium] and Mr/Ms....., be and is hereby authorized to execute the Consortium Agreement. **(To be provided by each Member of the Bidding Consortium including 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 ..... executed by the Consortium as per the provisions of the RfS. [**To be passed by the Lead Member of the Bidding Consortium**]

**Certified True Copy**

----- (Signature, Name and Stamp of Company Secretary)

**Notes:**

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

## **FORMAT FOR CONSORTIUM AGREEMENT**

### **(To be Submitted Separately for each Project)**

*(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 Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfS and execution of Power Purchase Agreement (in case of award), against RfS No. \_\_\_\_\_ dated \_\_\_\_\_ and addendum thereto if any, issued by Gujarat Urja Vikas Nigam Limited (GUVNL) a Company incorporated under the Companies Act, 1956, and having its Registered Office at Sardar Patel Vidyut Bhavan, Race Course Vadodara – 390 007.

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

WHEREAS GUVNL desires to purchase Power under RfS for Setting up of 500 MW Grid-Connected Hybrid RE Power (Phase -1) with Greenshoe Option of additional upto 500 MW

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

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

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

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

2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

<b>Name</b>	<b>Percentage</b>
Member 1	---
Member 2	---
Member n	---
<b>Total</b>	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 COD.

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 HPD achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Gujarat alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of GUVNL in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by GUVNL.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of GUVNL.
15. This Agreement
  - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
  - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
  - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of GUVNL.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA.

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

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

-----

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



Witnesses:

1) Signature-----  
Name:  
Address:

2) Signature -----  
Name:  
Address:

For M/s-----[Member 2]

-----

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

Witnesses:

1) Signature -----  
Name:  
Address:

2) Signature -----  
Name:  
Address:

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

-----

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

Witnesses:

1) Signature -----  
Name:  
Address:

(2) Signature -----  
Name:  
Address:

\_\_\_\_\_  
Signature and stamp of Notary of the place of execution

**FORMAT 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,  
**General Manager (RE)**  
**Gujarat Urja Vikas Nigam Limited**  
**Sardar Patel Vidyut Bhavan,**  
**Race Course Vadodara-390007**

Sub: Response to RfS No. \_\_\_\_\_ for Selection of Hybrid Power Developers for Setting up of 500 MW Grid-Connected Hybrid RE Projects (Phase-1).

Dear Sir/ Madam,

We certify that the Bidding Company/ Member in a Bidding Consortium has a Net worth of INR ..... Crore (.....in words) as on \_\_\_\_\_

This Net Worth has been calculated in accordance with instructions provided in Clause No. C, Section-5, Financial Eligibility Criteria of the RfS as amended.

**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			
<b>Total</b>			

\*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: INR ----- 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					
---					
---					
<b>Total</b>					

\* 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: (i) 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 duly certified by the Chartered Accountant.

(ii) 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.

**UNDERTAKING**

*(To be submitted on the letterhead of the Bidder)*

We, hereby provide this undertaking to Gujarat Urja Vikas Nigam Limited, in respect to our response to RfS vide RfS No. \_\_\_\_\_ dated \_\_\_\_\_, that as on \_\_\_\_\_ (insert bid submission deadline), M/s \_\_\_\_\_ (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender. We further undertake that as on \_\_\_\_\_ (insert bid submission deadline), M/s \_\_\_\_\_ (insert name of the Bidder) & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors have 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.

(Name and Signature of the Authorized Signatory)

**FORMAT FOR DISCLOSURE**

**(This should 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/ Lead Member of Consortium)

Tel.#:

Fax#:

E-mail address#

**To,**

**General Manager (RE)**

**Gujarat Urja Vikas Nigam Limited**

**Sardar Patel Vidyut Bhavan,**

**Race Course, Vadodara-390007**

Sub: Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for Selection of Hybrid Power Developers for Setting up of 500 MW Grid –Connected Hybrid RE Projects(Phase-1 \_\_\_)with Greenshoe Option of additional upto 500 MW

Dear Sir/ Madam,

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

We 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 undertake that we / our Parent or Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not willful defaulter to any lender and there is no major litigation pending or threatened against us or any of our Affiliates which are of a nature that could cast a doubt on our ability or sustainability to undertake the Project.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LOI/PPA as applicable, we, i.e. M/s \_\_\_\_\_(enter name of the bidding company/member in

a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by GUVNL for a period of 2 years from the date of default as notified by GUVNL.

We 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 Section 5 Clause A.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, GUVNL 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) there under, 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 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

**General Manager (RE)**

**Gujarat Urja Vikas Nigam Limited**

**Sardar Patel Vidyut Bhavan,**

**Race Course, Vadodara-390007**

**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 LOI/PPA as applicable, we, i.e. M/s \_\_\_\_\_(enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by GUVNL for a period of 2 years from the date of default as notified by GUVNL.

We 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 Section 5 Clause A.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, GUVNL 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.



**Annexure to Format 8.8/8.8A**

**DECLARATION**

**RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:**

**MoF OM F.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,**

**General Manager (RE)**

**Gujarat Urja Vikas Nigam Ltd**

**Sardar Patel Vidyut Bhavan,**

**Race Course Vadodara-390007**

Sub: Response to RfS No ..... dated .....for the tender for .....

Dear Sir/ Madam,

This is with reference to attached order vide OM No. F.7/10/2021-PPD(1) dated 23.02.2023 including subsequent amendments and clarifications thereto issued by Department of Expenditure, Ministry of Finance, Govt of India.

We are hereby submitting the following declaration in this regard:

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.02.2023, as referred above.

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

**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/ Lead Member of Consortium)

\_\_\_\_\_

Tel.#: \_\_\_\_\_

Fax#: \_\_\_\_\_

E-mail address# \_\_\_\_\_

To,

General Manager (RE)

Gujarat UrjaVikas Nigam Ltd

Sardar Patel VidyutBhavan,

Race Course Vadodara–390007.

Sub : Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for Selection of Hybrid Power Developers for Setting up of 500 MW Grid – Connected Hybrid RE Projects (Phase I) with Greenshoe Option of additional upto 500 MW

Dear Sir/ Madam,

We hereby undertake to certify in line with Clause No. 4.15, Section-4, ITB under the title “Financial Closure” that the following details shall be furnished within **12 (twelve) months** from Effective Date of the PPA as applicable.

1.0 Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.

2.0 DPR & Technology Tie-up for the Project.

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,

We remain,

Yours faithfully,

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

**DECLARATION BY THE BIDDER FOR THE  
PROPOSED TECHNOLOGY TIE-UP**

**(To be Submitted Separately for each Project if multiple projects are  
proposed)**

<b>1</b>	<b>Name of Bidding Company/ Lead Member of Bidding Consortium</b>		
<b>2</b>	<b>Project Location</b>		
<b>3</b>	<b>Project Capacity Proposed</b>	..... MW	
<b>3A</b>	<b>Capacity Breakup (for the purpose of LTA) i.e. Total Project capacity (AC) MW = Solar Capacity (AC) + Wind Capacity (AC) MW</b>	Wind.....MW(AC)  Solar.....MW(AC)	
<b>5</b>	<b>Estimated Annual Generation of Electrical Energy from the Project</b>		<b>kWh</b>
<b>6</b>	<b>Brief about the Proposed Technology</b>		
<b>Solar</b>	<b>Crystalline Silicon Solar Cells and Modules</b>		
	<b>Concentrator PV Modules</b>		
	<b>Thin Film Modules</b>		
<b>Wind</b>	<b>Wind Turbine(s) Models from RLMM (Rating and model)</b>		

The Bidder shall enclose the Pre-Feasibility Report along with this Format.

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 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,  
General Manager (RE)  
Gujarat Urja Vikas Nigam Ltd  
Sardar Patel Vidyut Bhavan,  
Race Course Vadodara-390007

Sub: Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for Selection of Hybrid Power Developers for Setting up of 500 MW Grid - Connected hybrid RE Projects (Phase \_\_) with Greenshoe Option of additional upto 500 MW

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 as Bidder for the above.

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

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.

**Notes:**

1. *There can be only one tariff for all the projects applied for. If the bidder quotes two tariffs or combination thereof for the projects, then the bid shall be considered as nonresponsive.*

2. *If the bidder submits the financial bid in the Electronic Form at ISN-ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as nonresponsive.*
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 shall be considered at GUVNL's discretion.*
5. *Tariff should be in Indian Rupee up to two places of decimals only.*

1.1.4..1 **PRELIMINARY ESTIMATE OF COST OF HYBRID RE PROJECT**

**(To be submitted separately for each Project)**

No standard break-up for the Project Cost, the Bidder shall indicate the break-up in terms of major components in the Project.

Project Capacity: .....MW

Location: .....

**(Signature)**  
**(Name of Bidder)**

4.7.1 **TECHNICAL PARAMETER OF PV MODULE AND VARIOUS OTHER COMPONENTS FOR USE IN GRID CONNECTED SOLAR POWER PLANTS**

The RE 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 Solar PV plant shall be in accordance with technical specifications given in relevant IS/IEC Standards. The design and commissioning also shall be as per latest IEC/IS standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects, in line with the Standard Bidding Guidelines issued by Ministry of Power and subsequent amendments and clarifications.

**1. SPV Modules**

1.1 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

1.2 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 plant must conform to the latest edition of IEC/ equivalent 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
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### 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 Centers

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 Centers 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.

- 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/m<sup>2</sup>, AM 1.5,25<sup>0</sup>C)
- vi. Wattage, I<sub>m</sub>, V<sub>m</sub> 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.

All Hybrid Power Projects shall install necessary equipment to continuously measure wind and solar resource data and other weather parameters and electrical parameters. They are required to submit the data through online portal to GEDA or State Nodal Agency, National Institute of Wind Energy (NIWE) and / or other designated agency for monitoring the performance for the entire life of the project.

In addition to the above, the Successful Bidder shall also submit information quarterly basis to GUVNL, for regular monitoring of status of the entire project.

## 8. Safe Disposal of Solar PV Modules

The developers will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed 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

- ii) 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.
- iii) (not used).
- iv) Provisions of Article 5.6 of the PPA with HPD shall apply for the capacity not commissioned by the scheduled commissioning date.
- v) 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.

**COMMISSIONING PROCEDURE**

1. Hybrid Power Developer (HPD) shall give to CTU/PGCIL/STU, State Nodal Agency (SNA), Concerned RLDC and GUVNL at least thirty (30) days' final written notice, of the date on which it intends to synchronize the Project to the Grid System. The HPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the commissioning schedule of the Project.
2. HPD shall ensure that all the equipment Solar panels, Inverters, transformers Wind Turbine Generators (WTGs) and Energy Storage System (ESS) have been installed and completed in all aspects and the Project is synchronized to the grid in order for it to be declared as being commissioned. Such certificate shall be provided by HPD with Authorized Signatory of Company.
3. Part Commissioning of Project would be considered subject to the condition specified in the respective RfS and PPA documents.
4. Early Commissioning of a Project prior to the SCOD is allowed. In order to facilitate this, HPDs shall inform the concerned agencies and GUVNL well in advance regarding the date it intends to synchronize the Power Project to the Grid System.
5. Prior to being declared as being commissioned, the Project shall be inspected by the CEIG/CEA (as applicable) and all the approval for all the equipment of solar, wind hybrid along with ESS project including transmission lines to be ensured. The approval such as the CEA under Section 68 and Section 164 of the Electricity Act, shall be obtained by the HPD prior to be declared as fit for synchronization of the Project.
6. The approval of CEA under Section 177 Technical standard for connectivity to the Grid regulations, 2007 on 21.02.2007 & amendment of these regulations notified on 15.10.2013 and 06.02.2019 and any of its amendment from time to time to be obtained by the HPD.
7. In line with CERC Order No. 1/14/2015-Reg.Aff. (FSDS-Proced.)/CERC dated 03.03.2017, HPD shall provide data telemetry with combination of solar component and for wind at the WTG level to the concerned RLDC. Line of confirmation received from RLDC/CTU with regards to above is required.

8. The Commissioning of the Project shall be declared only upon synchronization of minimum cumulative capacity required to declare part commissioning of the Project under the RfS.
9. "Commercial Operation Date" with respect to the Project shall be the date certified by GEDA in case the project is located in Gujarat or as certified by Representatives / Agency authorized by GUVNL in case the project is located outside of Gujarat.

### **CHECK LIST FOR BANK GUARANTEES**

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

### List of Banks

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

Sr No	Name of Banks
<b>(A)</b>	Guarantees issued by following Banks will be accepted as SD/EMD on permanent basis
	1. All Nationalized Banks.
	Guarantees issued by following Banks will be accepted as SD/EMD for Period up to 31/03/2024. The validity cut-off in GR is with respect to date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee
<b>(B)</b>	<b>1</b> AXIS BANK
	<b>2</b> A U Small Finance Bank
	<b>3</b> Bandhan Bank
	<b>4</b> BNP Paribas
	<b>5</b> City Union Bank -
	<b>6</b> CSB Bank
	<b>7</b> DBS Bank India Limited
	<b>8</b> DCB bank
	<b>9</b> Equitas Small Finance Bank
	<b>10</b> Federal Bank
	<b>11</b> HDFC BANK
	<b>12</b> HSBC Bank
	<b>13</b> ICICI Bank
	<b>14</b> IndusInd Bank
	<b>15</b> Karnataka Bank
	<b>16</b> KarurVyasa Bank
	<b>17</b> Kotak Mahindra Bank
	<b>18</b> South Indian Bank
	<b>19</b> Standard Chartered Bank
	<b>20</b> Tamilnadu Mercantile Bank
	<b>21</b> Utkarsh Small Finance Bank
	<b>22</b> The Kalupur Commercial Co-operative Bank Ltd.
	<b>23</b> The Ahmedabad Mercantile Co-operative Bank Ltd.
	<b>24</b> NutanNagrikSahakari Bank Ltd.
	<b>25</b> Rajkot NagarikSahakari Bank Limited
	<b>26</b> Sarswat Co-Operative Bank
	<b>27</b> SVC Co-Operative Bank
	<b>28</b> The Gujarat State Co-Operative Bank
	<b>29</b> The Mehsana Urban Co-operative Bank Ltd
	<b>30</b> The Surat District Co-Operative Bank
	<b>31</b> The Surat People Co-Operative Bank
	<b>32</b> SaurashtraGramin Bank

# **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, *Gujarat UrjaVikas Nigam Limited (GUVNL)* 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 also being used by Central Government Bidding Agencies such as SECI and NTPC. A portal built using ElectronicTender's software is also referred to as ElectronicTender 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 ElectronicTender System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'.



To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.

7. Clarification to Tender Documents on ETS
  - a) Query to GUVNL(Optional)
  - b) View response to queries posted by GUVNL
8. Bid-Submission on ETS
9. Respond to GUVNL Post-TOE queries
10. Participate in 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 ElectronicTender® portal <https://www.bharat-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/ portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact 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.

<b>ISN-ETS/ Helpdesk</b>	
<b>Telephone/ Mobile</b>	<i>Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)</i>
<b>Email-ID</b>	<i>support@isn-ets.com [Please mark CC: <a href="mailto:support@electronicstender.com">support@electronicstender.com</a>]</i>

#### **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 No. 23, Section-4, ITB of RfS Documents, 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<sup>®</sup> functionality, the contents of both the 'ElectronicForms<sup>®</sup>' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

**CAUTION:** All bidders must fill ElectronicForms<sup>®</sup> for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms<sup>®</sup> and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms<sup>®</sup> is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms<sup>®</sup>, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the ElectronicForms<sup>®</sup> and the 'Main-Bid', the contents of the ElectronicForms<sup>®</sup> 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 to GUVNL as per Section 4.23 (A).**

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to GUVNL in a sealed envelope as per Section 4.23 (A) of the RFS.

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

## **OTHER INSTRUCTIONS**

For further instructions, the 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'TS FOR BIDDERS**

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of --Marketing Authority (MA) [I +e 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.)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, GUVNL may ask for re-submission/ clarification for correct pass-phrase. If bidder fails to submit correct pass-phrase immediately as requested by GUVNL, the Tender Processing Fee and Tender 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 GUVNL.
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-ReverseAuction related processes on ETS well in advance of the start of e-ReverseAuction.
2. For responding to any particular e-ReverseAuction, the e-ReverseAuction (i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-ReverseAuction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-ReverseAuction bidding event.

**Pre-requisite for participation in bidding process**

- Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.
- The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.
- A valid e-mail ID of the Organization/ Firm

## **TERMS & CONDITIONS OF REVERSE AUCTION**

After opening of Financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), GUVNL shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section-6 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 complete 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 GUVNL guidelines shall be initiated by GUVNL.
7. The Bidder shall not divulge either his Bids or any other exclusive details of GUVNL to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
  - a) Although extension time is ‘5’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for

data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.

- b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of GUVNL, bid process, bid technology, bid documentation and bid details.
- c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
- d) Technical and other non-commercial queries (not impacting price) can only be routed to GUVNLcontact personnel indicated in the RfS document.
- e) Order finalization and post order activities such issue of LOI, signing of PPA etc. would be transacted directly between successful bidder(s) and GUVNL.
- f) LOI shall be placed outside the ETS e-portal & further processing of the LOI shall also be outside the system.
- g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - D of the RfS document.
- h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
- i) GUVNL will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
- j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.

10. For access to the Reverse Auction site, the following URL is to be used:  
***<https://www.bharat-electronictender.com>***

11. No queries shall be entertained while Reverse Auction is in progress.

## **BUSINESS RULES OF REVERSE AUCTION**

Reverse Auction shall be conducted as per methodology specified in Section - 6 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:

<b>Sl. No.</b>	<b>Parameter</b>	<b>Value</b>
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders



2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	05 Minutes
3.2	Automatic extension Time-Duration	05 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

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

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

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

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

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

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