

- Status of land ownership (Owned / Leased).
- Complete design, engineering, and procurement.
- Financing of the entire project.
- Construction, installation, and commissioning.
- Operation & Maintenance for 25 years.
- Meeting all performance guarantees, LD, including CUF and penalties for shortfall as per PPA & EOI.

## 5. Key Commercial Terms

**Tariff Benchmark:** PPA tariff is ₹3.323/unit.

**Selection Criteria:** L-1 (Lowest offer) basis of bidding.

**Term:** 25 years from commissioning.

**Penalties:** Developer to bear all liquidated damages for delay, CUF shortfall, and other contractual risks.

## 6. Participant's Eligibility Condition

- Net worth of the Participant shall be minimum 5 Crore (Indian Rupees Five Crore) and above, as on the last date of previous Financial Year, i.e. FY 2024-25.
- A minimum annual turnover of INR 10 Crore (Indian Rupees Ten Crore) or more during the last 3 previous financial year, i.e. 2024-25, 2023-24 and 2022-23. **No exemption allowed to any Udyam/Startup registration firms. Hence, bidders fulfilling above eligibility conditions will be pre-qualified for price bid opening.**
- No Pending litigation or blacklisting by any Government/regulatory authority.

## 7. Brief Scope of the Solar Power Plant Developer

Brief scope of under this EOI is as under:

S.No.	Scope	Details
1.	Broad Scope	<p>The selected developer will be responsible for:</p> <ul style="list-style-type: none"> <li>• Status of land ownership (Owned / Leased).</li> <li>• Complete design, engineering, and procurement.</li> <li>• Financing of the entire project.</li> <li>• Construction, installation, and commissioning.</li> <li>• Operation &amp; Maintenance for 25 years.</li> <li>• Meeting all performance guarantees, LD, including CUF and penalties for shortfall.</li> </ul> <p>The Grid Interactive Solar PV Power Generating System to be Designed, Supplied, Installed &amp; Commissioned at Bhawad, Osian, Jodhpur has to be a ground mounted Solar Plant. The Solar PV Plant should have a minimum DC Input of 3024 kWp or more and the minimum AC output of 2520 kW. The Selected Bidder shall be fully bound by and must comply with all terms.</p>

		conditions, specifications, and timelines stipulated in the Letter of Award (LoA) and the Power Purchase Agreement (PPA), including all schedules and annexures. The Bidder is required to commission the project within the stipulated timeline and shall adhere to any amendments, modifications, or directives issued by the competent authorities during the project lifecycle. The Bidder is solely responsible for obtaining any required extension and statutory compliances from RUVITL/JDVVNL under the PPA's extension provisions, and shall bear all resultant risks, costs, and liquidated damages. <b>The Power Purchase Agreement (PPA) and Letter of Award attached separately.</b>
2.	Project Location	The Grid Interactive Solar PV Power Generating System to be Designed, Supplied, Installed & Commissioned at Bhawad, Osian, Jodhpur, Rajasthan
3.	Duration of plant Commissioning	Four months from the date of award of the work order. This duration is inclusive of time required for getting extension of PPA.
4.	FAGMIL's rights, responsibility, & supervisory capacity	<ul style="list-style-type: none"> <li>Provide FAGMIL with <b>real-time monitoring access</b> and right to inspect the site.</li> <li>Facilitate <b>annual audits</b> of technical and financial project records by FAGMIL or its appointed consultant.</li> <li>Accept FAGMIL's <b>step-in rights</b> to take over operations in case of Developer's default, at the Developer's cost.</li> <li>Obtain FAGMIL's (or DISCOM's) <b>prior written consent</b> for any change in ownership or assignment of the project.</li> </ul>
5.	Minimum assured uptime and response time of rectifying failure/delay in execution	<ul style="list-style-type: none"> <li><b>Uptime &amp; Response Guarantees:</b> Maintain a minimum plant availability of 95% (excluding grid outages). Adhere to strict response times (i.e., 4 hours for remote response, 24 hours for onsite critical faults).</li> <li>Maximum resolution time for fully functional plant is 7 calendar days (including all type of holidays) from date of communication through email or other mode failing to which any bill of same dates in past months is liable or recovery from performance security.</li> </ul>
6.	Minimum Generation Guarantee	<ol style="list-style-type: none"> <li>The estimated annual generation as per the PV SYST report for the location from the ..... kWp plant is ..... kWh at the Plant end. (Meter at FAGMIL End).</li> <li>Selected Bidder shall give minimum annual energy generation guarantee of at least <b>41.94 Lac Unit (LU)</b>.</li> </ol>

7.	Penalty of Shortfall	<ul style="list-style-type: none"> <li>a. In case of short fall, FAGMIL would recover net difference of tariff with L-1 offer rate.</li> <li>b. Shortfall in annual generation (S) = 41.94 Lac Unit* – Actual Annual Generation measured at Solar LT Panel energy meter Compensation due to shortfall in annual generation = S x Rs. 3.323</li> <li>c. This shortfall of generation recovery would be made from PBG and subsequent bills of the Bidder during the Contract.</li> <li>d. <b>Penalty Framework:</b> Be liable for a structured penalty regime covering delay in commissioning, LD, CUF shortfall, O&amp;M service failures, and breach of any PPA covenant.</li> <li>e. <b>Extension of PPA done by the bidder as per PPA deadline 31.12.2025.</b></li> </ul>
8.	Power Purchase Agreement (PPA)	<ul style="list-style-type: none"> <li>• The Power Purchase Agreement (PPA) was executed with RUVITL on 12.06.2025. AS per the PPA, the project is required to be commissioned on or before 31.12.2025. Delay in commissioning beyond this date shall attract strict contractual consequences including encashment of performance Bank Guarantee (PBG) on a per day basis for initial two months and complete PBG forfeiture with automatic termination of PPA thereafter.</li> </ul>
9.	Bid Security	<p>Bid Security for this EOI calculated as Rs. 2,00,000/-</p> <ul style="list-style-type: none"> <li>• Since the EOI for the works items Udyam/Startup/NSIC Bidders are not exempted from Bid Security Clause.</li> <li>• All the bidder as requested to deposit Bid security in the form of DD/Bank Guarantee (<b>enclosed at Annexure-C</b>) or Online mode in our following Bank only:</li> </ul> <p><b>Beneficiary Name:</b> FCI Aravali Gypsum and Minerals India Limited  <b>Account No.</b> : 55048828180  <b>IFCI Code</b> : SBIN0032167  <b>Bank Name</b> : State Bank of India  <b>Branch</b> : Circuit House Road, Ratanada, Jodhpur (Raj.)</p> <ul style="list-style-type: none"> <li>• Bid Security will be refunded to unsuccessful bidders within 30 days after Award of Job to successful bidder.</li> </ul>
10.	Proposed Performance Security	<ul style="list-style-type: none"> <li>• Performance Security Formula is :  <math display="block">= 41.94 \text{ Lac Unit} * \text{Rs. 3.323 Unit} = \text{Rs. } 1,39,36,662/-</math> </li> <li>• The Successful Bidder shall submit a Performance Bank Guarantee (PBG) for a value of Rs. 1,39,36,662/- (One Crore Thirty Nine Lakhs Thirty Six Thousand Six Hundred Sixty Two).</li> <li>• Developer is eligible to get interest free refund of performance guarantee within 03 months after completion of all obligation of 25 years of PPA.</li> </ul>

11. Payment Terms	<ul style="list-style-type: none"> <li>Payment will be made to the successful bidder within 30 days after receiving the payment from DISCOM bill received from developer with statutory compliance applicable. Payment to the land owner done through escrow account as per prescribed rate by JDVVNL/DISCOM. The payment will be delayed or not made in following circumstances: - <ul style="list-style-type: none"> <li>❖ If DISCOM delays payment to FAGMIL.</li> <li>❖ If Developer breach and terms and conditions of BOO Agreement.</li> <li>❖ If Dispute arisen due to meter reading/ performance.</li> <li>❖ If any financial liability and /or penalty is anticipated due to non-compliance of any condition(s) under PPA.</li> </ul> </li> </ul>
12. Other Parameter and Conditions for effective execution & Operation	<ul style="list-style-type: none"> <li><b>Dispute Resolution:</b> As per PPA Amicable settlement, then RERC.</li> <li><b>Change in Law:</b> Developer bears all impacts; must comply with PPA Changes.</li> <li><b>Insurance:</b> Comprehensive insurance for 25 years.</li> <li><b>Exit Clause:</b> Developer may transfer project only with FAGMIL &amp; lender approval, subject to facilitation fee.</li> <li><b>Compliance:</b> Must adhere to MNRE, CEA, RERC, and JDVVNL regulations.</li> <li><b>Documentation:</b> Developer to submit detailed project report, financial closure proof, and implementation schedule.</li> </ul>