REQUEST FOR SELECTION (RfS)

FOR PURCHASE OF POWER THROUGH COMPETITIVE BIDDING PROCESS FOLLOWED BY REVERSE E-AUCTION] FROM 600 MW GRID CONNECTED SOLAR PHOTOVOLTAIC POWER PROJECTS LOCATED IN 600 MW SOLAR PARK AT KHAVDA (GSECL STAGE 1) WITH GREENSHOE OPTION OF ADDITIONAL UPTO 600 MW.

RfS No. GUVNL / 600 MW / Solar (Phase XVII) dated 29.09.2022

(Tender Search Code @: GUVNL-2022-TN000013)

ISSUED BY:

Gujarat Urja Vikas Nigam Ltd

Sardar Patel Vidyut Bhavan, Race Course Vadodara-390007

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

Website: www.guvnl.com

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Disclaimer:

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

Bid Information Sheet

Document Description	RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) from 600MW grid connected solar photovoltaic power projects to be setup in 600 MW Solar Park at Khavda (GSECL Stage 1) with Greenshoe Option of additional upto 600 MW.
RfS No.& Date	GUVNL / 600MW / Solar (Phase XVII) dated 29.09.2022
Downloading of tender documents	From 29.09.2022
Pre-bid Conference / Clarification Meeting	Bidders interested to participate in the pre-bid meeting are required to get themselves registered on or before 12.10.2022 by sending an email to ja6com.guvnl@gebmail.com with name, designation and mobile numbers of persons interested to participate. Further, Interested Bidders are requested to forward their queries (if any) to GUVNL through email only on or before 12.10.2022. The pre-bid meeting would be scheduled on 17.10.2022 through video conferencing. GUVNL will forward the link of video conferencing to registered bidders on the email address registered with GUVNL.
Last Date & Time for a) Online Submission of Response to RfS ("Bid Deadline") and b) All documents as per Section 3.18 (A) physically at GUVNL office, Vadodara	a) Online Submission – Date 15.11.2022 Time: 5:00 PM ("Bid Deadline") b) Offline Submission - Date 17.11.2022 Time: 5:00 PM
Technical Bid Opening	Date : 18.11.2022 Time : 11.00 AM
Financial Bid Opening and Reverse e-auction	Date: 28.11.2022 Time: 11.00 AM followed by Reverse Auction Process. Intimation of Reverse e-auction will be conveyed to eligible bidders on e-bidding portal.
Cost of RfS Document **(non-refundable)**	**Rs. 25,000/- plus 18% GST to be mandatorily paid through electronic mode (NEFT/RTGS).** The payment details shall be mentioned in the Electronic Form on e-

	bidding portal. The online payment details containing UTR number & GST number shall be e-mailed to ja5.comm.guvnl@gebmail.com immedietly after making payment. For reference, the details of GUVNL are as under:- Name of Bank – State Bank of India Bank Account No. – 10565103714 IFSC CODE - SBIN0001946 GST No. : 24AACCG2861L1ZK PAN: AACCG2861L
Processing Fee **(non-refundable)**	**Rs. 3 Lakhs plus 18% GST to be mandatorily paid through electronic mode (NEFT / RTGS).** The payment details shall be mentioned in Electronic Form on e-bidding portal. The online payment details containing UTR number & GST number shall be e-mailed to ja5.comm.guvnl@gebmail.com immedietly after making payment. Name of Bank – State Bank of India Bank Account No. – 10565103714 IFSC CODE - SBIN0001946 GST No - 24AACCG2861L1ZK PAN - AACCG2861L
EMD	Earnest Money @ Rs. 4 Lakh / MW is to be submitted in the form of Bank Guarantee along with the Response to RfS. Bank details of GUVNL for Structured Financial Messaging System (SFMS) Confirmation regarding issuance of BG are as under: Name of Bank – State Bank of India Bank Account No. – 10565103714 IFSC Code - SBIN0001946 The SFMS confirmation for issuance of BG shall be forwarded to GUVNL on ja5.comm.guvnl@gebmail.com
Name, Designation, Address and other details (For Submission of Response to RfS)	Mrs. Sailaja Vachhrajani General Manager (RE & IPP) Gujarat Urja Vikas Nigam Ltd. Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007

	Tel No. 0265-2340289, 0265-2310582 / 83 / 84 / 85 / 86 Website-www.guvnl.com
Details of persons to be contacted in case of any assistance is required from GUVNL.	1) Mrs.Sailaja Vachhrajani General Manager (RE & IPP) Phone No: +919879200656 Email ID: gmipp.guvnl@gebmail.com 2) Mr. Parthik Joshi Dy Chief Accounts Officer Phone No: +919979536445 Email ID: aocom.guvnl@gebmail.com 3) Mr. Amit Chavda Deputy Engineer Phone No: +91 8238034977 Email ID: decom.guvnl@gebmail.com
Details of persons to be contacted in case of any assistance is required from GSECL.	Shri D. M. Jethva, Chief Engineer (P&P) (M): 9925210739 Tel: 0265-6612132 Email ID: cepnp.gsecl@gebmail.com
Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the websites www.guvnl.com and https://www.bharat-electronictender.com. No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.	

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

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

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

logging into e-bidding portal. The bidders are expected to make themselves familiar with the above procedures well in advance in consultation with the portal service provider.

SECTION 1: INTRODUCTION

Section 1: Introduction

1.1 Introduction

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

1.1.2 In order to fulfill the renewable power purchase obligation (RPPO) and to meet the future requirements of Discoms, GUVNL intends to procure 600 MW solar power from the projects to be located in 600 MW Khavda Solar Park (GSECL Stage 1) through Competitive Bidding Process (Phase XVII) on "Build Own Operate" basis [to be conducted through electronically facilitated online web based portal followed by reverse auction] with additional upto 600 MW of power under Greenshoe option.

1.1.3 GUVNL has filed Petition No.2139 of 2022 before the Hon'ble GERC for approval of provisions regarding Greenshoe Option in the tender and for deviations from the Guidelines for tariff based competitive bidding process notified by Government of India for procurement of power from grid connected solar projects. Hon'ble Commission vide daily order dated 28.09.2022 in the matter has allowed GUVNL to issue the tender documents subject to final decision and directives of the Hon'ble Commission. Therefore, the terms & conditions of this tender shall be subject to the Hon'ble Commission's orders in Petition No. 2139 of 2022.

1.2 Details of Power Procurement

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

1.2.2 Gujarat State Electricity Corporation Ltd. (GSECL) has been designated by State Government as well as Central Government, vide letter No. SLR/ 11/ 2019/ GoI-54/B1 Dtd.13.05.2021 and letter No. 320/9/2021-NSM dtd.12.08.2021 respectively, as a Solar Power Park Developer (SPPD) in terms of Mode 8 of the "Scheme for Development of Solar Parks and Ultra Mega Solar Power Projects" issued by MNRE on 21.03.2017 read with subsequent amendments and modifications including Modification issued vide OM dated F.No.320/7/2019-NSM dated 15.06.2020. Further, a State Government committee constituted by Government of Gujarat, in accordance with the above Scheme, has approved the Solar Park charges to be paid by successful bidders to SPPD. The details of solar park charges, facilities to be provided in the Khavda Solar Park and other details of Solar

Park are provided hereunder at **Annexure F**. The said charges are however subject to approval of MNRE. The bidders are required to factor in this information while quoting their tariff. Further, bidders in their own interest have to consider existing geographical and physical conditions of Solar Park while quoting tariff.

1.2.3 GUVNL may decide to enter into PPA with successful bidders for a period of 25 years from the scheduled commercial operation date of the project. The successful bidders shall also enter into "Implementation & Support Agreement" (ISA) and "Lease Agreement" (LA) with the SPPD. Draft ISA and LA prepared by GSECL are separately appended and shall be treated as part of Bid Documents along with Draft PPA and this RFS. The bidders shall consider the provisions of each bid document while preparing their bids. Various other technical and geo-technical details such as Schematic Diagram, Electrical Drawings, Meterological Data, Hydrological Study Report, Contour (Topography) Survey etc and all other information / technical reports shall be separately uploaded by GSECL on their website and/or the weblink created by them.

These additional documents are for the reference and knowledge of bidders and bidders have to consider actual physical and geographical conditions in addition to above information while quoting tariff. The bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays, benefits from trading of carbon credits, etc. as available for such projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on GUVNL for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.

1.3 Eligible Projects

1.3.1 The Projects selected under this tender shall, deploy Solar PV Technology. However, the selection of projects would be technology agnostic within the technology mentioned above. Crystalline silicon or thin film etc., with or without trackers can be installed. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects.

1.3.2 (Not Used).

SECTION 2: DEFINITIONS

Section 2: Definitions

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

2.1 Definitions

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

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

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

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

"Capacity Utilization Factor (CUF)" shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time. For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, CUF= (X MWh/(Y MW*8760)) X100%;

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

"CERC" shall mean Central Electricity Regulatory Commission

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

"Commissioning" with respect to the Project as certified by GEDA shall mean when all equipments as per rated capacity has been installed and energy has flown into the grid and witnessing of such generation of electricity by representatives authorised by DISCOM/GETCO/CTU.

"Commercial Operation Date" shall be the date certified by GEDA upon successful commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be.

"Contract Year" shall mean, with respect to the initial Contract Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on 31st March of that Fiscal Year. Each successive Contract Year shall coincide with the succeeding Fiscal Year, i.e., a period of twelve months commencing on April 1 and ending on following March 31, except that the final

Contract Year shall end on the date of expiry of the Term or on Termination of this Agreement whichever is earlier.

"*Control*" shall mean the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Company or right to appoint majority Directors

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

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

"Day" shall mean calendar day.

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

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

"Delivered Energy" means the energy scheduled at the Delivery Point as certified by WRPC in Regional Energy Account in accordance with provisions of PPA. In case of net import of energy during a month, the successful bidder shall be required to make payment to GUVNL at the rate of HT Temporary Tariff as determined by GERC from time to time. In case of net export of energy during a month, the Successful Bidder shall be eligible for receiving the agreed tariff from GUVNL for such net delivered energy. No change in charges / losses of CTU shall be covered under Change in Law. The commercial settlement of purchased energy as well as energy drawl from the grid shall be governed as per CERC (Deviation Settlement Mechanism) Regulations as amended or replaced from time to time.

***"Delivery Point / Inter-connection Point*"** shall be the point or points of inter-connection of project with CTU Grid i.e. CTU Periphery at which Electricity shall be delivered.

All expenses, including transmission / wheeling charges and losses upto Delivery Point including on account of any Change in Law event, shall be paid by the Successful Bidder without any reimbursement by GUVNL. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Delivery Point shall be borne by GUVNL

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

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

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

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

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

"GERC" shall mean Gujarat Electricity Regulatory Commission.

"*Group Company*" of a Company means

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

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

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

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

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

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

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

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

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

"Metering point" shall mean the point at 400KV side of 400/765 KV Khavda PS-II Pooling Sub-Station of CTU. However, one more metering system is to be installed at 33 KV side of 400/33 KV Internal Pooling Sub-station where power from the Solar Power Project is injected for measuring export / import from each project. Energy recorded in the meter placed at CTU Substation shall be apportioned to each project in the proportion of energy recorded in the

meters placed at Pooling Substation. All line losses upto the metering point (400 KV) will be to the account of the Solar Power Developers.

"Month" shall mean calendar month.

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

"Paid-up share capital" shall include:

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

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

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

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

"*Pooling Substation/Pooling Point*" shall mean a point where more than one solar PV project may connect to a common transmission system within the park. The pooling point voltage and metering arrangement shall be as per ISA.

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

"Project" shall mean a Solar Photovoltaic Grid Interactive Power Station to be established by the successful bidder in the Plot, to be allocated in SPPD's Solar Park at Khavda, Gujarat (GSECL Stage 1), having a separate boundry and comprising of number of units, and shall include all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to GUVNL at Delivery Point.

"Project Site" means any and all parcels of real property, rights-of-way, easements and access roads located in the SPPD's Solar Park at Khavda, Gujarat (GSECL Stage 1).

"Project Capacity" means the AC capacity of the project at the generating terminal(s) and to be contracted with GUVNL for supply from the Solar Power Project.

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

*"**SCOD**" **or** "**Scheduled Commercial Operation Date**"* shall mean the date as declared by the Successful Bidder in the PPA which shall not exceed 15 (fifteen) months from the date of execution of the PPA.

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

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

"***SPPD***" shall mean Solar Power Park Developer which is Gujarat State Electricity Corporation Ltd (GSECL) designated by State Government as well as Central Government in terms of Mode 8 of "Scheme for Development of Solar Parks and Ultra Mega Solar Power Projects" issued by MNRE on 21.03.2017 as amended from time to time.

"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.

"TOE" shall mean Tender Opening Event.

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

"Voltage of Delivery" means the voltage at which the Electricity generated by the Project is required to be delivered to the GUVNL and shall be in accordance with the applicable regulations and terms & conditions of ISA.

"Week" shall mean calendar week.

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

SECTION 3: BID INFORMATION AND INSTRUCTIONS TO BIDDERS

Section 3: Bid Information and Instructions to Bidders

3.1 Obtaining RfS Document, Cost of Documents & Processing Fees

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

3.1.2 The 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 Allocation

The selection of Grid-connected Solar PV Projects for total capacity of 600 MW capacity (6x 100 MW) with Greenshoe option of additional upto 600 MW at Khavda Solar Park will be carried out through e-bidding followed by e-Reverse Auction process.

3.2.2 Bid Capacity & Methodology of Allocation of Plots in Solar Park:

I. The plots shall have a fixed capacity of 100 MW as mentioned above and no partial installation of capacity in any plot shall be allowed.

II. Irrespective of the No of plots and capacity quoted by bidder, the tariff to be quoted by bidders shall be single and uniform for all the plots and capacity

III. Each Bidder shall be allowed to place a bid for minimum 100 MW Capacity and in multiples of 100 MW only.

IV. The preference for selection of plots will be given to successful bidders in the order of their ranking after E-Reverse Auction.

V. 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 100 MW. It shall be mandatory for the last Bidder to accept such partial capacity offered against its quoted capacity. 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.

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

3.2.3 **Project Scope:**

The successful bidder shall set up Solar PV Power Project(s) including the power evacuation cable up to the Pooling station as per terms and conditions of ISA and in line with Section 3.5 of this RFS, at its own cost. All approvals, permits and clearances required for setting up of the Project (including connectivity) and those required from State Government and local bodies shall be in the scope of SPPD and the successful bidder shall enter into an Implementation & Support Agreement with SPPD for the same. However, the selection of Projects would be technology agnostic within PV technology and crystalline silicon or thin film, etc. with or without Trackers can be installed. In order to ensure only quality systems are installed, the Bidders shall strictly comply with the technical parameters detailed in the Annexure – A or as specified by MNRE from time to time.

3.3 Eligibility for Project Capacity Allocation

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

3.3.1 A bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single application.

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

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

3.3.4 The successful bidders to be allocated the plot(s) out of 6 earmarked plots for present tender as per provisions of Section 3.2.2 and Section 1

3.3.5 Capacity Allocation under the Greenshoe Option - The modality for allocation of additional upto 600 MW capacity under Greenshoe Option shall be as under:-

(i) Greenshoe option may be allowed to State PSUs of Gujarat on first come first served basis for developing Solar Projects in any other Solar Park Developed by Government companies in the State of Gujarat wherein an option to develop

solar projects at L1 tariff discovered in the tender would be given to such State PSUs being PSUs other than the SPPD of the tender.

(ii) The State PSUs referred to in sub-clause (i) above who are willing to execute PPA(s) with GUVNL at the lowest tariff (L1 rate) discovered under this competitive bidding process (followed by e-reverse auction), can be offered capacity under the Greenshoe Option on first come first serve basis.

(iii) Eligible State PSUs intending to execute PPA for the Greenshoe Capacity shall have to meet the techno-commercial eligibility criteria for the capacity intended to be entered into PPA under Greenshoe Option. Eligible State PSUs shall have to comply with the same by making submissions required in accordance with Clause 3.4 of the RfS within a period of 10 days from the conclusion of the reverse auction.

(iv) The terms & conditions as well as obligations & rights of eligible State PSUs as well as GUVNL shall be identical for additional capacity allocated under the Greenshoe Option as for the base capacity of 600 MW under this RfS.

3.4 Qualification Requirements

3.4.1 Bidder as defined in Section 2 is eligible to participate under this RfS. The successful bidder, if being a single company, can also execute the Project through a Special Purpose Vehicle (SPV) with at least 76% shareholding in the SPV registered under the Indian Companies Act, 2013, before signing of PPA. Further, the successful bidder shall ensure that its shareholding in the SPV (special purpose vehicle) / project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval of GUVNL. In case of Successful Bidder itself executing PPA, it shall ensure that its promoters shall not cede Control till 1 (one) year from COD except with prior approval of GUVNL. However, in case the project is being set up by a listed Company, this condition will not be applicable in respect of shareholding other than the Promoter's shareholding.

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

3.4.3 Any Foreign Bidder, if selected as successful bidder for the purpose of supply of power to GUVNL, shall incorporate a subsidiary Special Purpose Vehicle (SPV) / Project Company with at least 76% Shareholding, to be registered under Indian Companies Act 2013 before signing of PPA with GUVNL. Further, in case a Foreign Bidder is selected as the successful bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

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

i) The Net-Worth (as per Companies Act 2013) of the Bidder or its Affiliate or Parent / Ultimate Parent as on date of financial year ending 31.03.2021 or 31.12.2021 or 31.03.2022 as the case may be, shall not be less than INR 0.80 Crores per MW (of the capacity quoted). In case the Bidder is a newly formed company, supported by documentary evidence of its recent formation at ROC or in case the networth of the Bidder is not meeting the required criteria on the dates mentioned above, the bidders can submit the Net-worth credentials based on latest available date and GUVNL shall accept the same subject to submission of documents mentioned at Section 3.15.

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

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

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

v) Pursuant to evaluation of Net Worth Criteria as part of technical bid, if it is found by GUVNL that the Bidder is eligible for lesser quantum than the quantum for which bid has been submitted, then the Bidder shall be qualified for such lesser quantum, provided that such quantum is not less than minimum bid capacity i.e. 100 MW

3.4.5 In accordance with the O.M. issued by the Department of Expenditure, Ministry of Finance, Govt. of India, vide No. 6/18/2019- PPD Dated 23.07.2020 and

subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

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

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

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

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

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

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

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

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

3.5 Connectivity with the Grid

3.5.1 The project should be designed for delivery of energy at 400 / 765 KV Sub-station of CTU (KPS 2) at Khavda i.e. at CTU Periphery through 33 / 400 KV internal pooling sub-station of the solar park to be developed by SPPD.

3.5.2 The SPPD has secured connectivity and LTA from CTU for Khavda Solar Park and successful bidders shall have to enter into ISA within 1 month from the date of signing of PPA which would be a prerequisite for connecting their project with grid through internal pooling sub-station.

The Successful Bidder shall connect their power project to 400 / 765 KV Substation through 33/400 KV internal pooling sub-station of the solar park to be developed by SPPD by laying 33 kV cable upto low voltage bus bar of Pooling Sub-station. The

entire cost of transmission including cost of construction of line, maintenance, losses, charges lavied by SPPD etc. from the project up to the delivery/ interconnection point will be borne by the Successful Bidder. The transmission of power up to the point of interconnection as well as upto delivery point and energy accounting infrastructure shall be the responsibility of the successful bidder at its own cost and successful bidder shall enter into ISA with SPPD for shared infrastrucre of the Solar Park and for maintenance of Transmission system up to the delivery point.

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

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

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

3.5.6 The Successful Bidder shall comply with the CERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable.

3.6 Clearances Required from the State Government and other Local Bodies

3.6.1 The Successful Bidders are required to execute necessary agreements e.g. Implementation & Support Agreement, Lease Agreement with GSECL for setting up the project. All clearances and permits which are beyond the scope of agreements mentioned above shall be the sole responsibility of the Successful Bidder.

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

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

- Earnest Money Deposit (EMD) of Rs. 4 Lakh / MW in the form of Bank Guarantee along with RfS.
- Performance Bank Guarantee (PBG) of Rs. 9.44 Lakh / MW (Rs 8 lakh / MW plus GST) after issuance of LOIand before signing of PPA

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

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

3.7.4 The PBGs shall be valid upto a period of 6 months from Scheduled Commercial Operation Date (SCOD) of the Project with claim period upto 7 months from SCOD.

The PBGs will be returned to the Successful Bidders immediately after successful commissioning of their Project, after taking into account any penalties due to delays in commissioning as per provisions stipulated in Section 3.11.

(i) Earnest Money Deposit (EMD) of Rs.4 Lakh / MW in the form of Bank Guarantee according to Format 6.3 A and valid for 06 months from the last date of bid submission and with claim period upto 07 months after the date of bid submission, shall be submitted by the Bidder along with their bid failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.

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

(iii) Performance Bank Guarantee (PBG): Bidders selected by GUVNL based on this RfS shall submit Performance Guarantee for a value of @ Rs 9.44 Lakh / MW (Rs 8 lakh / MW plus GST@18%) at the time of signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 6.3 B, issued in favor of GUVNL, for a value @ Rs 9..44 Lakh/MW with a validity period upto 6 months from Scheduled Commercial Operation Date and with claim period 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.

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

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

(vi) The Successful Bidders are required to sign PPA with GUVNL within 90 days from the date of issuance ofLOI. Subsequent extension in this timeline shall be finalized and agreed by GUVNL. In case, GUVNL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee submitted towards EMD shall be encashed by GUVNL and the selected Project shall stand cancelled.

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

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

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

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

3.8 Forfeiture of EMD

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

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

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

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

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

3.9 Power Purchase Agreement

3.9.1 A copy of Standard Power Purchase Agreement, to be executed between GUVNL and the Successful Bidder or its subsidiary Special Purpose Vehicle (SPV), as defined under section 3.4 of this RfS, is provided by GUVNL along with this RfS. The PPA shall be signed within 90 days from the date of issue of Letter of Intent(LOI) provided however that the date for signing of PPA may be extended by GUVNL depending on the schedule date of commissioning of the CTU sub-station. PPA will be executed between GUVNL and Selected Bidders which shall be valid for a period of 25 years from the date of SCOD as per the provisions of PPA.

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

3.9.3 **Power Generation by Successful Bidder**

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

of the PPA. The declared annual CUF shall in no case be less than 17%. Successful Bidder shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by GUVNL to the extent of non-availability of grid for evacuation which is beyond the control of the Successful Bidder. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.

(ii) **Shortfall in Generation:** If for any Contract Year, it is found that the Successful Bidder has not been able to generate minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the Successful Bidder, on account of reasons solely attributable to the Successful Bidder, such shortfall in performance shall make the Successful Bidder liable to pay the compensation @ 25% of the PPA tariff to GUVNL. This will, however, be relaxable by GUVNL to the extent of grid non-availability for evacuation (beyond the Delivery Point) which is beyond the control of the Successful Bidder. This compensation shall be applied to the amount of shortfall in generation during the Contract Year.

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

(iii) **Excess Generation:** In case the generation is over and above 10% of declared annual CUF, the Successful Bidder will be free to sell it to any other entity provided first right of refusal will vest with GUVNL. In case GUVNL purchases the excess generation, the same may be done at 75% (seventy-five per cent) of the PPA tariff.

(iv) **Generation Compensation in Offtake Constraint due to Transmission Infrastructure not Complete / Ready Beyond Delivery Point (Transmission Constraint)**- After the scheduled commissioning date, if the plant is ready but the necessary power evacuation / transmission infrastructure beyond Delivery Point is not ready, for reasons not attributable to the Successful Bidder, leading to offtake constraint, the provision for generation compensation is as follows:

Transmission Constraint beyond Delivery Point	**Provision for Generation Compensation**
If the plant is ready but the necessary power evacuation/ transmission infrastructure beyond Delivery Point is not ready, leading to offtake	a) The normative CUF of 19% (nineteen per cent) or committed CUF, whichever is lower, for the period of grid unavailability beyond Delivery Point, shall be taken for the purpose of calculation of generation loss.

constraint	Corresponding to this generation loss, the excess generation by the Sucessful Bidder in the succeeding 3 (three) Contract Years, shall be procured by GUVNL at the PPA tariff so as to offset this loss. b) If the transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on him, then a part of that penalty may be utilized by GUVNL for compensating the generation loss.

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.

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

Duration of Grid unavailability beyond Delivery Point	**Provision for Generation Compensation**
Grid unavailability beyond Delivery Point in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted):	**Generation Loss = [(Average Generation per hour during the contract year) × (number of hours of grid unavailability beyond Delivery Point during the contract year)]** Where, Average Generation per hour during the contract year (kWh) = Total generation in the contract year (kWh) ÷ Total hours of generation in the contract year The excess generation by the Successful Bidder equal to this generation loss shall be procured by GUVNL at the PPA tariff so

	as to offset this loss in the succeeding 3 (three) Contract Years.

(vi) **Offtake Constraints Due to Back down-** The Successful Bidder and GUVNL shall follow the forecasting and scheduling process as per the regulations in this regard by the GERC. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of "must-run" to solar power projects. Accordingly, no Solar Power Plant, duly commissioned, should be directed to back down by a DISCOM / Load Dispatch Centre (LDC). In case such eventuality of Back down arises, including non-dispatch of power due to non-compliance with "O*rder No. 23/22/2019-R&R dated 28.06.2019 of Ministry of Power regarding Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees" and any clarifications or amendment thereto* except for the cases where the Back down is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Successful Bidder shall be eligible for a Minimum Generation Compensation, from GUVNL, in the manner detailed below.

Duration of Back down	**Provision for Generation Compensation**
Hours of Back down during a monthly billing cycle.	*Minimum Generation Compensation = [(Average Generation per hour during the month) × (number of Back down hours during the month)]X PPA Tariff* Where, Average Generation per hour during the Month (kWh) = Total generation in the Month (kWh) ÷ Total hours of generation in the Month.

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

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

3.9.5 The Successful Bidder will be free to re-power their Plant(s) from time to time during the PPA duration. However, GUVNL will be obliged to buy power only within the range of CUF specified in the PPA.

3.10 Financial Closure or Project Financing Arrangements

The Successful Bidder shall report tie-up of Financing Arrangements for the Project(s) within 9 months from the date of execution of PPA for which the Successful Bidder shall furnish the documentary evidencewithin 9 months from the date of execution of PPA. In

addition to above, Successful Bidder shall be required to submit Implementation & Support Agreement executed with SPPD, to GUVNL within 9 months from date of execution of PPA.For avoidance of doubt, it is hereby clarified that no change in location / plot shall be allowed and the successful bidder will have to develop the project in the same plot which is allocated to them.

An extension for the attainment of the financial closure can however be considered by GUVNL, on the sole request of the Successful Bidder, on advance payment of extension charges of Rs. 1000/- per day per MW (Plus GST). In case of any delay in depositing this extension charge, the Successful Bidder has to pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI MCLR (1Year). This extension will not have any impact on the SCOD. Any extension charges paid so, shall be returned to the Successful Bidder 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 Successful Bidder shall not be refunded by GUVNL.

3.11 Commissioning and penalty for delay in commissioning

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

Further, the successful bidder shall submit details of Technology adopted as per Annexure A and in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 as amended from time to time prior to actual commissioning of the Project. Moreover, the sucessful bidder shall submit the Land Lease Agreement executed with SPPD to GUVNL on or before the Scheduled Commercial Operation Date.

3.11.1 **Part Commissioning:** Part commissioning of the Project shall be accepted by GUVNL subject to the condition that the Minimum Capacity for acceptance of first and subsequent part(s) commissioning shall be 50 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, the SCOD (Schedule Commercial Operation Date) will not get altered due to part-commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCOD.

3.11.2 **Early Commissioning:** The Successful Bidder shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCOD. In cases of early part-commissioning, till SCOD, GUVNL may purchase the

generation till SCOD, at 75% (seventy-five per cent) of the PPA tariff. However, in case the entire capacity is commissioned prior to SCOD, GUVNL may purchase the generation at PPA Tariff.

3.11.3 **Penalty for Delay in Commissioning:** The Project shall be commissioned by the Scheduled Commercial Operation Date. In case of failure to achieve this milestone, GUVNL shall encash the Performance Bank Guarantee (PBG) in the following manner.

a) 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

b) In case the commissioning of the project is delayed beyond Six (6) months from SCOD, the Power Producer's Event of Default as per Article 10.2.1 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.

3.12 Commercial Operation Date (COD):

Commercial Operation date (COD) shall be the date certified by GEDA upon successful commissioning of full capacity of the Project or the last part capacity of the Project as the case may be. Successful Bidders shall have to provide a written notice to GUVNL at least 10 days in advance for the same.

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

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

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

iii) iii) After execution of PPA, the shareholding of single bidder / consortium members in the SPV / Project Companydeveloping the project shall not fall below 51% (Controlling Shareholding) at any time prior to one (1) year from COD except with prior approval of GUVNL. In case Successful Bidder shall be itself executing the PPA, then it shall ensure that its promoters shall not cede Control till (1) one year from COD except with prior approval of GUVNL. After expiry of 1 year from COD, any change can be undertaken under intimation to GUVNL. Transfer of controlling the shareholding within the same group of companies will however be allowed after COD, with the permission of GUVNL, subject to the condition that, the management control remains within the same group of companiesIn the event the Succesful Bidder is in default to the

lender(s), lenders shall be entitled to undertake "Substitution of Promoter" in concurrence with GUVNL.

iv) In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) plus GST shall be deposited by the Successful Bidder to GUVNL. However, the new entity should be of the same financial strength as the Successful Bidder.

3.14 Structuring of the Bid Selection Process

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

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

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

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

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

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

   In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Section. Provided that, such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.
3. **Earnest Money Deposit** (EMD) in the form as per **Format 6.3 A**.
4. **Performance Guarantee** (to be submitted before signing of PPA as specified in (Section 3.7) in the form as per **Format 6.3 B**.
5. **Board Resolutions**, as per prescribed formats enclosed as **Format 6.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects, to sign the PPA with the GUVNL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement

b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and

c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.

d. Board Resolution from the affiliate of the bidding company, if networth of such affiliate is used by the bidder, undertaking that such affiliate shall contribute the required equity funding and performance bank guarantees in case the bidder fails to do so in accordance with clause 3.4.4 (ii) of RFS.

6. In case of a Consortium, the **Consortium Agreement** between the Members in the Consortium as per **Format 6.5** along with Board resolution from each Member of the Consortium for participating in Consortium.

7. Bidder shall ensure that the technology to be adopted shall be commercially established technology as per Annexure A and in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 as amended from time to time. Final details of the same shall be submitted prior to commissioning of the project**.**

8. **Format 6.6:** Format for **Disclosure**

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

10. Attachments

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

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

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

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

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

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

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

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

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

vi) Certificate from Chartered Accountants, certifying the cumulative 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.31.03.2021 or 31.12.2021 or 31.03.2022 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.

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

3.16 Important Notes and Instructions to Bidders

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

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

iii) If the Bidder / Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, GUVNL reserves the right to reject such response to RfS and/or cancel the Letter ofIntent, if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.

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

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

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

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

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

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

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

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

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

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

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

3.17 Non-responsive Bid

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

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

a. Non submission of Cost of RfS and/or Processing fee as mentioned in the Bid Information Sheet.

b. Non-submission of EMD in acceptable form along with RfS document.

c. Response to RfS (offline as well as online) not received by the due date and time of bid submission;

d. Non submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part offline before due date and time of submission of bid;

e. Non submission of the original documents mentioned at Section 3.18 A by due date and time of bid submission;

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

g. Data filled in the Electronic form of financial bid (Second envelope), not in line with the instructions mentioned in the same electronic form.

h. Bidder or any of its Affiliates is a willful defaulter to any lender

i. Major litigation pending or threatened against the bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the bidder to undertake the Project

j. In case it is found that the Bidding Company including Ultimate Parent Company / Parent Company / Affiliate / Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.

k. Conditional bids shall be summarily rejected.

3.18 Method of Submission of Response to RfS by the Bidder

A. Documents to be Submitted Offline (in Original)

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

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

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

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

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

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

The bidding envelope shall contain the following sticker:

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

Response to RfS for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 600 MW grid connected Solar Photovoltaic Projects to be setup in 600 MW Khavda Solar Park **with Greenshoe Option of additional upto 600 MW**	
Capacity of Project	***_____MW***
No. of Locations Bid for	
RfS Reference No.	***RfS No. GUVNL / 600 MW / Solar dtd 29.09.2022***
Submitted by	***(Enter Full name and address of the Bidder)***
Authorized Signatory	***(Signature of the Authorized Signatory) (Name of Signatory) (Stamp of Bidder)***
Bid Submitted to	**General Manager (IPP)** **Gujarat Urja Vikas Nigam Ltd** **Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007**

B. Documents to be submitted Online

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

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

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

1. "Technical Bid (First Envelope)"

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

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

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

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

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

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

2. "Financial Bid (Second Envelope)"

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

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

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

Important Note:

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

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

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

3.19 Validity of the Response to RfS

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

3.20 Bid Preparation Cost

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

3.21 Clarifications / Enquires / Amendments

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

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

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

3.22 Right of GUVNL to Reject a Bid

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

3.23 Other Compliances

Timely completiton of all milestones i.e. signing of PPA, ISA, LA and meeting Financial Closure requirements, conditions subsequent, commissioning, etc. will be the sole responsibility of the Succesful Bidders. The Successful Bidders shall sign PPAs with GUVNL within the timeline specified in Section 3.9 of this RFS. Further, the Successful bidders shall have to enter into ISA with SPPD within 1 month from the date of signing of PPA for connecting their project with grid through 33 / 400 KV internal pooling station sub-station and for availing common infrastructural facilities of Solar Park, failing which delay payment charges / penalty specified in the Draft ISA shall be applicable. For signing of ISA, successful bidders shall be required to make payment of at least 25% of Upfront Development Charges (UDC) as specified in the ISA and submit the Bank Guarantee towards ramaing amount of UDC within 15 days from date of signing of the ISA, failing which delay payment charges / penalty specified in the Draft ISA shall be applicable. Upon Signing of ISA, SPPD shall give advance possession of land and allow successful bidder to work at site. Further, upon payment of remaining amount of UDC, which shall not be later than 9 months from date of signing of PPA, SPPD shall execute Lease Agreement with successful bidder.

GUVNL shall not be liable for issuing any intimations / reminders to them for timely compliance of milestones and/or submission of compliance documents.

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

SECTION 4: BID EVALUATION AND SELECTION OF PROJECTS

Section 4: Bid evaluation methodology and selection of Projects

4.1 Bid Evaluation

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

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

4.2 Techno-commercial Evaluation of bidders

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

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

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

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

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

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

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

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

ii) The bidders including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit bid (single application) quoting tariff per kWh for the project. Tariff can be quoted up to two places of decimal only.

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

iv) On completion of Techno-commercial bid evaluation, if it is found that the total aggregate capacity of the Solar Power Projects short-listed is lower than or equal to 600 MW, then the procedure as elaborated in Section 4.3.2 shall be followed.

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

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

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

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

Bidder	Submitted Financial bid	Ranking
B8	Rs. 2.30 (Tariff in Rs./ kWh)	*L1*
B5	Rs. 2.70 (Tariff in Rs./ kWh)	*L2*
B1	Rs. 2.80 (Tariff in Rs./ kWh)	*L3*
B4	Rs. 2.80 (Tariff in Rs./ kWh)	*L3*
B2	Rs. 3.00 (Tariff in Rs./ kWh)	*L4*
B3	Rs. 3.30 (Tariff in Rs./ kWh)	*L5*
B7	Rs. 3.50 (Tariff in Rs./ kWh)	*L6*

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

4.3 Reverse Auction (Step-3)

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

4.3.2 Total eligible bidders for reverse auction shall be decided as mentioned below:

Assuming

T = Total number of techno-commercially qualified bidders, and

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

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

SM = Total capacity of techno-commercially qualified bidders after ranking is done in ascending order from L1 onwards) such that (S_M-1 < S_E MW and $S_M \geq S_E$

S_E = Eligible Capacity for Award

<table>
<tr><td>SE =(Eligible capacity for award)</td><td colspan="2">(i) In case ST <600 MW; SE = 0.8 X ST,
(ii) In case ST ≥ 600 MW; SE = 0.8 X ST, subject to maximum eligible capacity being 600MW.</td></tr>
<tr><td rowspan="3">n = {</td><td>T, if T=m or m+1</td><td rowspan="3">Where m =Total number of techno-commercially qualified bidders (after ranking is done in ascending order from L1 onwards) such that (Sm-1 < SE MW and Sm ≥ SE) and 1≤m≤T</td></tr>
<tr><td>m+(T-m)/2, if Sm≥ SE and T-m is even</td></tr>
<tr><td>m+(T-m+1)/2, if Sm ≥ SE and T-m is odd</td></tr>
</table>

Total eligible bidders for e-Reverse Auction = Bidders from Sl. No. 1 to Sl. No. n.

For illustration,

Sl. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	M	S_E	N	Shortlisted Bidders
1	B8	L1	250	7	3	600MW	5*	B8
2	B5	L2	200					B5
3	B1	L3	450					B1
4	B4	L4	200					B4
5	B2	L5	250					B2
6	B3	L6	200					
7	B7	L7	450					
			2000					

For Shortlisting of bidders for reverse auction):

Total bid capacity of techno-commercially shortlisted bidders = S_T=2000 MW

Eligible capacity for award = S_E = 600MW

S_M = 900 MW

Therefore, n = [3 + (7-3)/2] = 5 as per the above formula.

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

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

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

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

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

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

1. Its tariff as their initial start price and there after last quoted tariff along with project capacity for which the bidder is qualified;

2. The list of all the bidders with their following details:

   Pseudo Identity, last quoted tariff and project capacity

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

(a) Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instant.

(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.

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

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

4.4 Selection of Successful Bidders

4.4.1 The bidders shall be selected in the ascending order with lowest quoted tariff (being L1) till the capacity is exhausted.

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

As detailed in Section 3, while allocating the project capacity to a bidder, if the balance project capacity is less than the total project capacity mentioned by the bidder or there is a mismatch of bidder's capacity with resepct to plot capacity, then the balance capacity shall be awarded to the bidder till the total capacity is exhausted subject to a minimum allocation of 100 MW as the case may be and a bidder shall have to accept such partial allocation. In case the a Bidder refuses to accept such partial capacity offered by GUVNL, the Bank Guarantee against EMD submitted by such Bidder shall be encashed by GUVNL.

4.4.3 In case of tie, among two or more bidders (i.e. their last quoted tariff being the same) they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others. It is noteworthy here that the preference for allocation of plot will also be decided based on ranks determined by following this rule.

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

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

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

4.4.5 At the end of selection process, GUVNL will have the right to decide on the issue of letter of Intent to the Selected Bidder or any of them based on the consideration of the price discovered. Further, subject to the outcome of the legal proceedings as mentioned at Section 1.1, GUVNL will consider the issuance of Letter of Intent (LOI) to the Successful Bidders. In case of Consortium being selected as Successful Bidder, the LOI shall be issued to the Lead Member of the Consortium.

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

Also, GUVNL shall reserve the right to short close the capacity lower than 600 MW at its discretion, if the prices are abruptly high. Additionally, the discretion to allot or not to allot the additional upto 600 MW capacity under greenshoe option shall be vested solely with GUVNL.

SECTION 5: OTHER PROVISIONS

Section 5: Other Provisions

5.1 Role of GEDA (as State Nodal Agency)

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

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

5.2 Role of CTU

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

- Upon application for Connectivity as per CERC Regulations, CTU shall coordinate with the concerned agencies for grant of connectivity and execute LTA and Connectivity agreement with SPPD (if not executed already).

5.3 Role of GSECL (SPPD)

GSECL being a Solar Park Project Developer shall be responsible for creating and maintaining common infrastructure facilities mentiend in Annexure F on payment of charges by project developers in Solar Park. Further, GSECL will execute following agreemements with successful bidders for these facilities.

- Implementation and Service Agreement.
- Lease Agreement.

5.4 In case of any discrepancy in the documents the provisions of PPA, ISA, LA shall prevail in the same order of priority.

SECTION 6: FORMATS FOR BID SUBMISSION

Section 6: Formats for Bid Submission

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

i) Format of Covering Letter (Format 6.1)

ii) Format for Power of Attorney (Format 6.2)

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

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

v) Format for Board Resolutions (Format 6.4)

vi) Format for the Consortium Agreement (Format 6.5)

vii) Format for Disclosure (Format 6.6)

viii) Format for submission of Financial Bid (Formats 6.7)

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

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

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

xii) List of Banks (Annexure-C)

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

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

xv) Details of facilities to be provided in the Solar Park & Applicable Charges (Annexure-F)

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

FORMAT-6.1

Covering Letter

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

Date: Reference No:

From: (Insert name and address of Bidding

Company/ Lead Member of the Bidding Consortium)

Tel. #: Fax#:

E-mail address#

To.

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

Sub: Response to RfS No. GUVNL / 600 MW / Solar dated 29.09.2022 for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 600MW grid connected Solar Photovoltaic Projects to be setup in Khavda Solar Park with Greenshoe Option of additional upto 600 MW.

Dear Madam,

We, the undersigned ……. [insert name of the 'Bidder'] having read, examined and understood in detail the RfS No. GUVNL / 600 MW / Solar dated 29.09.2022 & Addendums thereto, if any including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years from SCOD of the project by GUVNL and hereby submit our response to RfS. We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company / Parent Company / Affiliate / Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 6.6 under Disclosure). We are submitting application for the development of ___ MW Solar Project(s) with CUF of ___ % in Plot No(s) ___ at Khavda Solar Park

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

1. We give our unconditional acceptance to the RfS dated, standard PPA and Addendums thereto, if any. In token of our acceptance to the RfS and PPA along with the amendments and clarifications issued by GUVNL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS, and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within 15 months from the date of execution of the PPA.
2. Earnest Money Deposit (EMD): - (Please read Section 3.7 carefully before filling) We have enclosed EMD of Rs… (Insert Amount) in the form of bank guarantee no……. [Insert bank guarantee number] dated ……. [Insert date of bank guarantee] as per Format 6.3A from …… [Insert name of bank providing bank guarantee] and valid up to…….in terms of Section 3.7 of this RfS. The total capacity of the Solar Power Project offered by us is ……. MW
3. We hereby declare that in the event our Project gets selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the Project within due time as mentioned in 3.7, respectively on issue of LOIby GUVNL for the Project and/or we are not able to sign PPA with GUVNL within 90 days from date of issue of LOIor as intimated by GUVNL, GUVNL shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
4. We have submitted our response to RfS strictly as per Section – 6 (Formats) of the RfS , without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. We hereby declare that during the selection process, in the event GUVNL offers a partial capacity as per Section 3 , we shall accept such offered capacity.
6. Acceptance: We hereby unconditionally and irrevocably agree and accept that the decision made by GUVNL in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
7. Familiarity with Relevant Indian Laws & Regulations: We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfS, execute the PPA in the event of our selection as Successful Bidder.
8. In case of our selection as the Successful bidder and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us then we shall ensure that our shareholding in the (special purpose vehicle) SPV / project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the 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 signing ISA and LA within the stipulated period as as required by SPPD. In the event of delay in commissioning, the provisions of Section 3.7 & 3.11 of the RfS / relevant Articles of PPA shall be applied. Further, the project shall not be considered as commissioned unless the connectivity with CTU grid is established limited to SPD scope of work, ISA and LA with GSECL have been signed and GEDA issues certificate of commissioning.

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

11. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from GUVNL.

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

13. We confirm that all the terms and conditions of our Bid are valid up to (*Insert date in dd/mm/yyyy*) for acceptance (i.e. a period of one hundred eighty (180) days from the last date of submission of response to RfS).

14. Contact Person

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

    Name: ……..

    Designation: ……

    Company : ……

    Address : ……

    Phone Nos. : ……

    Mobile Nos. : ……

    Fax Nos. : ……

    E-mail address: …….

    GST No. : .....

15. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that

the same would be treated as a Successful Bidder's event of default under PPA and consequent provisions of PPA shall apply.

Dated the day of _, 2022…

Thanking you,

Yours faithfully,

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

FORMAT- 6.2

(Applicable only in case of Consortiums)

Format for Power Of Attorney

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

Power of Attorney

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

Know all men by these presents that M/s…….…….having its registered office at ……..……., …..,..…and M/s ……..…. having its registered office at …….. , (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named ……. (Insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated……..…… and having agreed to appoint M/s……..…as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s…….……..a company incorporated under the laws of ……..……and having its Registered /Head Office at ……..…….as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No. GUVNL / 600MW / Solar dated 29.09.2022.

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

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

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

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

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

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

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

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

(Name, Designation, Place, Date)

Accepted

(Signature, Name, Designation and Address

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

Attested

(Signature of the executant)

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

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

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

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

FORMAT- 6.3 A

Format for Earnest Money Deposit

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

Ref. Bank Guarantee No. Date:

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project of …….. MW [Insert cumulative Project capacity proposed] for Procurement of up to 600MW of Power from grid-Connected Solar Power Projects for long term basis, in response to the RfS No. GUVNL / 600 MW / Solar dated 29.09.2022 and Addendums thereto, if any issued by Gujarat Urja Vikas Nigam Limited (Hereinafter reffered to as "GUVNL") and GUVNL considering such response to the RfS of ……[insert the name of the Bidder] as per the terms of the RfS, the ……[insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to GUVNL at Vadodara forthwith on demand in writing from GUVNL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees ------ [Insert amount not less than that derived on the basis of Rs. 4 Lakhs per MW of cumulative capacity proposed, only, on behalf of M/s. ……[Insert name of the Bidder] .

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

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

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

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

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

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

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

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

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

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

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

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

Signature Name Power of Attorney No.

For

[Insert Name of the Bank]

E-mail ID of the bank:

Banker's Stamp and Full Address. Dated this day of _, 2022

Notes:

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

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

FORMAT- 6.3 B

Format for Performance Guarantee for Solar Power Project

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

In consideration of the ----- [Insert name of the Successful Bidder] (hereinafter referred to as Successful Bidder) submitting the response to RfS inter alia for selection of the Project of the capacity of …….. MW, for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 600 MW grid connected Solar Photovoltaic Projects to be setup in Khavda Solar Park Gujarat , in response to the RfS no. GUVNL / 600MW / Solar dated 29.09.2022 and Addendums thereto, if any issued by Gujarat Urja Vikas Nigam Ltd (hereinafter referred to as GUVNL) and GUVNL considering such response to the RfS of ……[insert the name of the Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Solar Power Project of the Successful Bidder and issuing Letter of Intent No ------ to ……(Insert Name of Successful Bidder) as per terms of RfS and the same having been accepted by the selected bidders resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from Successful Bidder / M/s ---------- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the …….. [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to GUVNL at Vadodara forthwith on demand in writing from GUVNL or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees------ [Total Value] only, on behalf of M/s ----------[Insert name of the Successful Bidder / SPV]

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

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

Our Guarantee shall remain in force until…….. (Insert validity date being date upto 6 months from SCOD) and GUVNL shall be entitled to invoke this Guarantee till ……. (claim period 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 a branch located in Vadodara in order to make the said payment to GUVNL.

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

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs (Rs. only) and it shall remain in force until …….. with claim period till ……..

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

Signature Name Power of Attorney No.

For

[Insert Name of the Bank]

E-mail ID of the bank:

Banker's Stamp and Full Address. Dated this day of _, 2022

Witness:

1. ……. Signature

Name and Address

2. …….. Signature

Name and Address

Notes:

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

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

FORMAT-6.4

Format for Board Resolution

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

1. **RESOLVED THAT** Mr/Ms……., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. GUVNL / 600 MW / Solar dated 29.09.2022 and Addendums thereto, if any for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 600MW grid connected Solar Photovoltaic Projects to be setup in Gujarat with additional upto 600 MW under Greenshoe Option including signing and submission of all documents and providing information / response to RfS to Gujarat Urja Vikas Nigam Ltd (GUVNL), representing us in all matters before GUVNL, and generally dealing with GUVNL in all matters in connection with our bid for the said Project. (To be provided by the Bidding Company or the Lead Member of the Consortium)

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

3. **RESOLVED THAT** the approval of the Board be and is hereby accorded to M/s _____ (bidding company) for using the Networth credientials of M/s_____ (Affilate) for participating in GUVNL's RfS No. GUVNL / 600 MW / Solar dated 29.09.2022. Further resolved that M/s _____ (Affiliate) undertakes to contribute required equity funding and performance bank guarantees in case M/s_____ (Bidding Company) fails to do so in accordance with the RFS. **(To be provided by the Affiliate whose networth is used)**

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

1. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (-----%) equity [Insert the % equity commitment as specified in

Consortium Agreement] in the Project. (To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)

2. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to participate in consortium with M/s ---------- [Insert the name of other Members in the Consortium] and Mr/Ms……., be and is hereby authorized to execute the Consortium Agreement. (To be provided by the each Member of the Bidding Consortium including Lead Member)
3. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated …… executed by the Consortium as per the provisions of the RfS. [To be passed by the Lead Member of the Bidding Consortium]

Certified true copy

(Signature, Name and stamp of Company Secretary)

Notes:

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

FORMAT- 6.5

Format for Consortium Agreement

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

This Consortium Agreement ("Agreement") executed on this day of Two thousand between M/s [insert name of Lead Member], a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Member-1", which expression shall include its successors, executors and permitted assigns) and M/s , a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Member-2", which expression shall include its successors, executors and permitted assigns), M/s , a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Member-n", which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS execution of Power Purchase Agreement (in case of award), against RfS No. GUVNL / 600 MW / Solar dated 29.09.2022 and Addendums thereto, if any issued by Gujarat Urja Vikas Nigam Ltd (GUVNL) a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 as applicable, and having its Registered Office at or constituted under

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

WHEREAS GUVNL desires to purchase power from 600 MW grid connected Solar Power Projects to be setup in the state of Gujarat through Competitive Bidding Process (followed by reverse e-auction)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15) This Agreement

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

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

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

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

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

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

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

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

Name: Address:

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

Name: Address:

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

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

Witnesses:

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

Name: Address:

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

Name: Address:

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

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

Witnesses:

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

Name: Address:

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

Name: Address:

Signature and stamp of Notary of the place of execution

FORMAT- 6.6

Format for Disclosure

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

DISCLOSURE

Ref.: RfS No. GUVNL / 600 MW / Solar dated 29.09.2022.

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

Tel. #:

Fax#:

E-mail address#

To,

General Manager (IPP)

Gujarat Urja Vikas Nigam Ltd

Sardar Patel Vidyut Bhavan,

Race Course Vadodara-390007

Sub: Response to RfS No. GUVNL / 600 MW / Solar dated 29.09.2022 for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 600 MW grid connected Solar Photovoltaic Projects to be setup in Khavda Solar Park, Gujarat with Greenshoe Option of additional upto 600 MW

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. GUVNL / 600 MW / Solar dated 29.09.2022 and Addendums thereto, if any and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

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

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

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

Dated the_____day of_____, 2022….

Thanking you,

we remain,

Yours faithfully,

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

ANNEXURE TO FORMAT 6.6

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:

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

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

Ref. No.: RfS No. GUVNL / 600 MW / Solar dated 29.09.2022

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

Tel.#: Fax#:

E-mail address#

To,

General Manager (IPP)

Gujarat Urja Vikas Nigam Ltd

Sardar Patel Vidyut Bhavan,

Race Course Vadodara-390007

Sub: Response to RfS No. GUVNL / 600 MW / Solar dated 29.09.2022 for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 600 MW grid connected Solar Photovoltaic Projects to be setup in Khavda Solar Park, Gujarat with Greenshoe Option of additional upto 600 MW

Dear Sir/ Madam,

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

We are hereby submitting the following declaration:

Declaration :

Model Certificate for Tenders

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

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

Dated the ____day of_____, 2022

Thanking you,

We remain,

Yours faithfully,

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

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

FORMAT- 6.7

Financial proposal

Covering Letter

(On Bidder's letter head)

[Date and Reference]

To,

General Manager (IPP)

Gujarat Urja Vikas Nigam Ltd

Sardar Patel Vidyut Bhavan,

Race Course Vadodara-390007

Sub: Response to RfS No. GUVNL / 600MW / Solar dated 29.09.2022 for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 600 MW grid connected Solar Photovoltaic Projects to be setup in Khavda Solar Park with Greenshoe Option of additional upto 600 MW.

Dear Sir,

I/ We,

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

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

Note:

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

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

Authorized Signatory

Name:

Designation

Name of the Firm/Consortium Address

FORMAT- 6.8

Format of Commitment to Financial Closure

[(On Stamp Paper duly notarised)

We hereby undertake in line with Clause 3.10 under the title “Financial Closure” that the following details / documents shall be furnished within 9 (Nine) months from the date of execution of PPA:-

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

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

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

Date:

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

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

1. PV Module Qualification

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

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

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

2. Power Conditioners/ Inverters

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4
Electrical Safety	IEC 62103/ 62109-1&2
Protection against Islanding of Grid	IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards
LVRT Compliance	As per the latest GERC/ CERC Guidelines/ Order/ Regulations
Grid Connectivity	Relevant GERC/ CERC Regulations (including LVRT compliance) and Grid Code as amended and revised from time to time.
Rated capacity	Nominal/ Rated output power of the inverter (if different power ratings are mentioned at different

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

3. Cables and connectors:

All cables and connectors for used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years from the SCOD of the project and voltages as per latest IEC standards. (Note: IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 600-1800 Volts DC for outdoor installations should comply with the EN50618/ TUV 2pfg 1169/08/07 or equivalent IS for service life expectancy of 25 years).

4. Other Sub-systems/Components

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

5. Authorized Test Centres

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

6. Warranty

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

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

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

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

7. Identification and Traceability

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

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

i) Name of the manufacturer of PV Module

ii) Name of the Manufacturer of Solar cells

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

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

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

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

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

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

ix) Name of the test lab issuing IEC certificate

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

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

8. Performance Monitoring:

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

9. Safe Disposal of Solar PV Modules:

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

Annexure – B: Check list for Bank Guarantees

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

Annexure – C: List of Banks

The list of Banks shall be as per Finance Dept. GR No. EMD/4/2022/0002/DMO dated 20.05.2022 as amended or replaced from time to time.. Thepresently applicable list is as under:

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

1. All nationalized banks.

(B) Guarantees issued by following Banks will be accepted as EMD / PBG for the period upto 31.03.2023. The validity cut off date is with respect to the date of issue of Bank Guarantee irrespective of date termination of Bank Guarantee.

1. The Mehsana Urban Co-operative Bank Ltd
2. Ahmedabad Mercantile Co-operative Bank Ltd
3. Nutan Nagarik Sahakari Bank Ltd.
4. Kalupur Commercial Co-Operative Bank Ltd
5. RBL Bank
6. Axis Bank
7. ICICI Bank
8. HDFC Bank
9. Kotak Mahindra Bank
10. Indusind Bank
11. The Gujarat State Co-operative Bank
13. Saraswat Co-operative Bank
14. Rajkot Naagrik Sahakari Bank Limitd
14. Saurashtra Gramin Bank
15. DCB Bank
16. Tamilnadu Mercantile Bank
17. Ujjivan Small Finance Bank
18. A U Small Finance Bank
19. Federal Bank
20. Equitas Small Finance Bank
21. Standard Chartered Bank
22. City Union Bank

23. DBS Bank India Limited
24. The Surat District Co-operative Bank
25. The Surat Peoples Co-operative Bank

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

General

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

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

Instructions

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope Auction

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

Broad Outline of Activities from Bidder's Perspective:

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

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

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

Digital Certificates

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

Registration

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

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

Important Note:

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

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

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

Some Bidding related Information for this Tender (Sealed Bid)

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

Submission of Bid-Parts

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

Submission of digitally signed copy of Tender Documents/ Addendum

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

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

Special Note on Security and Transparency of Bids

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

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

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

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

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

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

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

Other Instructions

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

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

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

Seven Critical Do's And Don'ts for Bidders

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

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

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

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

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

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

NOTE:

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

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

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

Minimum Requirements at Bidder's End

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

Broadband connectivity

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

Digital Certificate(s)

Annexure – E: Terms & Conditions Of Reverse Auction

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

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

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

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

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

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

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

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

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

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

BUSINESS RULES OF REVERSE AUCTION

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

The following would be parameters for e-Reverse Auction:

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

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

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

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

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

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

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

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

Annexure – F: Details of Solar Park and Charges to be paid to SPPD for various facilities

Sr. No.	Details	
1.	Name of Park	600 MW Khavda Ultra Mega Solar Park.
2.	Location	Khavda, Ta. Bhuj, Dist . Kutch
3.	Land	As per provisions of ISA.
4.	Estimated Capacity	600 MW
5.	Plot Nos. & Capacity	
	Total 6 Plots having approx. 100MW capacity each (Plot No.S09, S10, S11,S12, S13,S14 & Coordinates as per Annexure-G)	
6.	Upfront Development Charges	Rs. 25.21lacs / MW (One time) exclusive of all taxes & Duties
7.	O&M charges	Rs. 2.59 lacs / MW / annum exclusive of all taxes & Duties with increment of 3 % every year
8.	Water Charges	Water charges to be levied at the rate of Rs.120 / KL for potable water
9.	Land charges	Rs.16179 / Hectare / Year (For year 2021-22) with increment of 15% every 3 Years
10.	Payment Schedule of UDC & Payment Guarantee	As per provisions of ISA.
11.	Payment Guarantee towards O&M Charges	As per provisions of ISA.
12.	Taxes, duties, levies, Rupantar kar etc & other charges	Shall be levied extra, as applicable , on various expenditure heads & as per provisions of ISA
13.	Local Area Development Charges	As per provisions of ISA

Facilities available in Solar Park from SPPD as per ISA and LA

- Allocation of land on lease at maximum rate of 1.85Ha / MW.
- Availability of connectivity at 33 / 400kV pooling station of GSECL. Power from GSECL pooling station will be transmitted to 400/765 KV Khavda PS-II pooling station of CTUIL.
- Right of Way for installation of underground cable from project to Pooling Station.
- Water Supply during operation period.
- Storm Water Drainage System / Bunding as decided by GSECL
- Outer fencing of Solar Park as decided by GSECL
- SRRA and Weather Station
- Fire Safety
- Support in Power Supply during construction
- Note: Above charges are provisional subject to approval from MNRE/ GoG

Annexure – G: TENTATIVE PLOT COORDINATES:

SOUTH PLOT NO S9

1	X=553907.6874	Y=2653618.2547
2	X=553891.5188	Y=2652893.2547
3	X=556456.6128	Y=2652893.2547
4	X=556456.6128	Y=2653618.2547

SOUTH PLOT NO S10

1	X=553891.5117	Y=2652893.2547
2	X=553893.3920	Y=2651964.3060
3	X=554329.4898	Y=2651964.3060
4	X=554329.4898	Y=2652218.2130
5	X=556472.6128	Y=2652218.2130
6	X=556472.6128	Y=2652868.2547
7	X=556456.6128	Y=2652868.2547
8	X=556456.6128	Y=2652893.2547

SOUTH PLOT NO S11

1	X=556522.6128	Y= 2652222.213
2	X=556873.7938	Y=2652222.2130
3	X=556873.7938	Y=2651432.3060
4	X=554458.7770	Y=2651432.3060
5	X=554455.3991	Y=2651972.9402
6	X=554363.4223	Y=2651972.4493
7	X=554363.4223	Y=2652184.2130
8	X=556522.6128	Y=2652184.2130

SOUTH PLOT NO S12

1	X=556873.7938	Y=2652244.2130
2	X=556873.7938	Y=2651432.3060
3	X=558475.5014	Y=2651432.3070
4	X=559084.1893	Y=2651248.8373

5	X=559084.9563	Y=2652244.2130

SOUTH PLOT NO S13

1	X=559084.9563	Y=2652244.2130
2	X=556522.6128	Y=2652244.2130
3	X=556522.6128	Y=2652968.2130
4	X=559085.5887	Y=2652968.2130

SOUTH PLOT NO S14

1	X=556522.6128	Y=2653200.8482
2	X=556522.6128	Y=2652968.2130
3	X=559085.5887	Y=2652968.2130
4	X=559085.5887	Y=2653464.0000
5	X=561167.0830	Y=2653464.0000
6	X=560655.6519	Y=2654018.9570