

PROJECT

JUBILANT INFRASTRUCTURE LIMITED



REQUEST FOR PROPOSAL (RfP)

OR PURCHASE OF POWER THROUGH COMPETITIVE BIDDING PROCESS FOLLOWED BY
E-REVERSE AUCTION FOR XX MW GRID CONNECTED WIND-SOLAR HYBRID POWER
PROJECTS

RfP No. JIL / 9.0 MW / Wind-Solar Hybrid dated 28 /05/2024

(Tender Search Code: JIL/BH/E2/2024/LTRE)

ISSUED BY



Jubilant Infrastructure Limited
(SEZ Developer), Plot No. 4 & 5,
Vilayat Industrial Estate,
Tal. Vagra – Dist. Bharuch – 390012 Gujarat.

Website: www.jubilantingreva.com

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

Contents

Contents	2
Disclaimer.....	4
Bid Information Sheet	5
SECTION 1: INTRODUCTION	8
1.1 Introduction.....	9
1.2 Details of Power Procurement	9
1.3 Eligible Projects	10
SECTION 2: DEFINITIONS	11
2.1 Definitions	12
SECTION 3: BID INFORMATION AND INSTRUCTION TO BIDDERS	17
3.1 Obtaining RfP Document, Cost of Documents & Processing Fees	17
3.2 Capacity Offered & Project Scope	17
3.2.1 Capacity Allocation.....	17
3.2.2 Project Scope:.....	17
3.3 Eligibility for Project Capacity Allocation.....	18
3.4 Qualification Requirements.....	18
3.5 Connectivity with the Grid.....	20
3.6 Land Arrangements	21
3.7 Clearances Required from the State Government and other Local Bodies	22
3.8 Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)	23
3.9 Forfeiture of EMD.....	24
3.10 Power Purchase Agreement	24
3.11 Financial Closure or Project Financing Arrangements	266
3.12 Commissioning and Penalty for delay in commissioning	266
3.13 Commercial Operation Date (COD):	288
3.14 Minimum Paid up share capital to be held by Project Promoter.....	288
3.15 Structuring of the Bid Selection Process.....	299
3.16 Instructions to Bidders for Structuring of Bid Proposals in Response to RfP.....	299
3.17 Important Notes and Instructions to Bidders.....	312
3.18 Non-responsive Bid	323
3.19 Method of Submission of Response to RfP by the Bidder.....	333
3.20 Validity of the Response to RfP	355
3.21 Bid Preparation Cost.....	356
3.22 Clarifications / Pre-Bid meeting / Enquires / Amendments	356
3.23 Right of JIL to Reject a Bid	366
3.24 Pre and Post LOI Compliance.....	366
SECTION 4: BID EVALUATION AND SELECTION OF PROJECTS	377
4.1 Bid Evaluation	388

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

4.2	Techno-commercial Evaluation of bidders.....	388
4.3	Reverse Auction (Step-3).....	399
4.4	Selection of Successful Bidders.....	40
SECTION 5: FORMATS FOR BID SUBMISSION		411
FORMAT-5.1.....		433
FORMAT- 5.2.....		477
FORMAT- 5.3 A.....		499
FORMAT- 5.3 B.....		511
FORMAT-5.4.....		544
FORMAT- 5.5.....		566
FORMAT- 5.6.....		60
FORMAT- 5.7		633
FORMAT- 5.8		644

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

Disclaimer:

1. Though adequate care has been taken while preparing the RfP 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 RfP/ Issue of the RfP documents, it shall be considered that the RfP document is complete in all respects and has been received by the Bidder.
2. Jubilant Infrastructure Limited (JIL) reserves the right to modify, amend or supplement this RfP document including the draft PPA.
3. While this RfP has been prepared in good faith, neither JIL 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 RfP, even if any loss or damage is caused by any act or omission on their part.
4. This RfP is not an agreement and is neither an offer nor invitation to the prospective bidders or any other person. The purpose of this RfP is to set the terms for the selection process and to provide Bidders with information that may be useful to them in preparation and submission of their Bids.
5. The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid, including but not limited to preparation, copying, postage, delivery fees or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the bid, regardless of the conduct or the outcome of the bidding process.

Place: Bharuch
Date: 28/05/2024

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

Bid Information Sheet

Document Description	RfP Document for purchase of power through competitive bidding process (followed by reverse e- auction) for 9 MW Round the Clock (RTC) power supply at annual CUF of minimum 70% at Metering Point from grid connected wind-solar hybrid power projects to be setup anywhere in India.
RfP No.& Date	JIL / 9.0 MW / Wind-Solar Hybrid dated 28/05/2024
Downloading of tender documents	From 31/05/2024
Addressing Queries /Clarification	<p>The bidders interested to participate in the pre-bid meeting are required to get themselves registered on or before 10/06/2024 by sending an email to Mahesh.kmandwarya@jubl.com/Rohit.tripathi@jubl.com with name, designation and mobile numbers of persons interested to participate.</p> <p>Further, the Interested Bidders are requested to forward their queries (if any) to JIL through email / on or before 15/06/2024.</p> <p>Pre-bid meeting is scheduled on __/__/2024 through Video Conferencing. JIL will forward the link of video conferencing to registered bidders on the email address registered with JIL.</p> <p>Any clarification and/or revision in the Tender Documents i.e. RfP & PPA shall be uploaded on JIL's website https://www.jubilantingreva.com/sez/ and ej-buy.com Bidding Portal.</p>
Time Table for Bid Submission	As per clause
Cost of RfP Document (non-refundable)	<p>Rs. 20000/- plus 18% GST to be mandatorily made through electronic mode i.e. through NEFT / RTGS, the details of which shall be mentioned in Electronic Form one-bidding portal.</p> <p>For reference, the details of JIL are as under:</p> <p>GST NO.: _24AABCJ899C1ZF</p> <p>PAN: _AABCJ6899C Name of Bank – RBL Bank Account No. –409000957301 IFSC Code - RATN0000100</p>

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

<p>EMD</p>	<p>Earnest Money Deposit @ Rs. 4.0 Lacs / MW is to be submitted in the form of Bank Guarantee along with the Response to RfP. Bank details of JIL for issuance of BG: Name of Bank – RBL Bank Bank Account No. – _409000957301</p> <p>IFSC Code - RATN0000100</p> <p>Issuance of BG may be forwarded on kunal.shah@jubl.com/ajay.dadhich@jubl.com</p>
<p>Name, Designation, Address and other details (For Submission of Response to RfP)</p>	
<p>Details of persons to be contacted in case of any assistance required</p>	<p>1. _____ mahesh.kmandwarya@jubl.com 2. rohit.tripathi@jubl.com_ 3. _____ 4. _____</p>
<p>Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RfP document through the websites www.jubilantingrevia.com/sez/ and Portal ej-buy.com. No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.</p>	

For conducting the e-bidding, JIL is using the portal ej-buy.com which is a (e-bidding Portal). Bidders may register themselves online with ETS (if they are not already registered), as 'Supply organization/ Bidder', by paying 'Buyer- specific Annual Portal Registration Fee' to ETS and subsequently download the RfP and other Bid Documents from the E-bidding Portal.

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

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

on the E-bidding Portal.

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

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

SECTION 1: INTRODUCTION

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

1.1 Introduction

1.1.1 Jubilant Infrastructure Limited (hereinafter referred to as “JIL”) is a company incorporated under the Companies Act 1956. Jubilant Infrastructure Limited has developed a Sector Specific SEZ for Chemicals in 310.66 Acres of land at Vilayat GIDC Industrial Estate, in Bharuch District of Gujarat and is operational now.

Jubilant Infrastructure Limited is a wholly owned subsidiary of Jubilant Ingrevia Limited, a global integrated Life Science products and Innovative Solutions provider serving, Pharmaceutical, Nutrition, Agrochemical, Consumer and Industrial customers with our customised products and solutions that are innovative, cost-effective and conforming to excellent quality standards. Jubilant Ingrevia offers a broad portfolio of high quality ingredients that find application in wide range of industries. Jubilant Ingrevia’s portfolio also extends to custom research and manufacturing for pharmaceutical and agrochemical customers on an exclusive basis.

1.1.2 In order to fulfill the renewable power purchase obligation (RPPO) and to meet the future requirements of Distribution Licensee, JIL intends to procure wind-solar hybrid power upto capacity of 9 MW RE Round the Clock (RTC) power supply at annual CUF of 70% through Competitive Bidding Process [conducted through electronically facilitated online web based portal followed by reverse auction.

1.1.3 Ministry of New and Renewable Energy (MNRE) has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind-solar Hybrid Power Projects” vide dated 21.08.2023.

1.2 Details of Power Procurement

1.2.1 The bidders selected by JIL based on this RfP, shall set up Wind-Solar Hybrid Power Project in accordance with the provisions of this RfP document and standard Power Purchase Agreement (PPA). The draft PPA format has been enclosed and can be downloaded from www.jubilantingrevia.com

1.2.2 The Projects shall be located at the locations chosen by the Bidders anywhere in India at its own discretion of cost, risk and responsibility. In case of Inter-State Projects and Projects connected through CTU Network and Intra State Projects connected through STU network, all transmission charges and losses beyond metering point shall be to the account of the JIL.

1.2.3 Successful Bidder can opt for connectivity at STU or CTU Sub-station. A detailed indicative list providing tentative RE integration capacity (MW) available district wise / sub-station wise is available on STU’s website and can be downloaded from https://www.STUgujarat.com/STU_newsite/reif.php. In case of STU (STU) connectivity, the Bidders shall have to choose the location(s) and sub-station(s) for their proposed Wind-Solar Hybrid Power Project from the above list as amended / updated by STU from time to time. The Bidders shall apply due diligence while choosing the proposed substation. Availability of feeder bays will be checked by STU after receipt of connectivity application from respective bidders. The successful bidders may declare the name(s) of proposed sub-station to STU within 7 days from issuance of LOI by JIL to decide priority to be given to such successful bidders for granting connectivity, which shall be done on L1 priority basis, and no changes shall be allowed after such selection. After the above time period of 7 days the connectivity

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

application will be processed on first come first serve basis by STU.

- 1.2.4 JIL may enter into PPA with successful bidders for a period of 25 years from the scheduled commercial operation date of the project or the Commencement date of the project, whichever is later. The maximum tariff payable to selected bidder shall be fixed for the PPA term of 25 years, as discovered through the e-bidding and e- Reverse Auction conducted vide this RFP. 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 JIL for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.

1.3 Eligible Projects

- 1.3.1 The Projects selected under this tender shall deploy Wind-Solar Hybrid Power Technology. However, the selection of projects would be technology agnostic. In order to ensure that quality systems are installed, the type certified wind turbine models listed in Revised List of Models and Manufacturers (RLMM) of Wind Turbines and list of module manufacturer (ALMM) of PV module prepared by MNRE will only be allowed. Only commercially established and operational technologies can be used to minimize the technology risk and to achieve the timely commissioning of the Projects.
- 1.3.2 Projects under construction, projects which are not yet commissioned and projects already commissioned but do not have any long-term PPA with any agency and selling power on short-term or merchant plant basis will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes and do not have any obligations towards existing buyers.

SECTION 2: DEFINITIONS

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

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

2.1 Definitions

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

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

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

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

"Capacity Utilization Factor (CUF)" shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time. For illustration, CUF shall be calculated based on the annual energy injected and measured at the Metering Point. **In any Contract Year, if 'X' MWh of energy has been measured at the Metering Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$;**

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

"CERC" shall mean Central Electricity Regulatory Commission

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

"Commissioning" with respect to the Project, as certified by GEDA in case the project is located in Gujarat or as certified by Representatives / Central Agency in case the project is located outside of Gujarat, shall mean when all equipment as per rated capacity has been installed and energy has flown into the grid and witnessing of such generation of electricity by representative authorized by JIL/STU.

"Commercial Operation Date" shall be the date as certified by GEDA in case of projects is located in Gujarat or Representatives / Central Agency in case of projects located outside of Gujarat, upon successful commissioning of full capacity of the Project or the last part capacity of the Project as the case may be.

"Commencement Date" shall mean the date on which all open access approvals required for the delivery of Electricity at the Consumption Point are obtained post COD, such that the Estimated Generation can be supplied to the JIL's Facilities in accordance with this Agreement.

Contracted Capacity" shall mean 9 MW RE RTC power at annual CUF of 70% which cumulates to ... MUs ("Contracted Energy") at Metering Point for supply to JIL. It is to clarify that in any 15 minute time block during the entire term of PPA, the injected power at Metering Point shall not exceed the 9 MW.

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

“Contract Year” shall mean, with respect to the initial Contract Year, the period beginning on the Commencement 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 the Power Grid Corporation of India Limited.

“Day” shall mean calendar day.

“Delivered Energy” shall mean the kilowatt hours of Electricity scheduled at the Delivery Point and as certified by Gujarat SLDC/ RLDC/RPC in its State Energy Account (SEA)/Regional Energy account (REA), or any other competent government entity shall be considered as Delivered Energy. If the project is located outside of Gujarat, the developer shall be required to make arrangement of auxiliary power draw/import at their own cost.

“Delivery Point” shall be state transmission periphery of Gujarat (Gujarat STU) in respect of projects connected with Intra State Transmission Network of Gujarat State shall be the point at voltage level of the sub-station of Gujarat STU at which the project is inter-connected through a dedicated transmission line to deliver the energy into grid system of GETCO and in respect of projects connected with Inter State Transmission Network shall be the point or points of inter-connection of Intra State Transmission Network of Gujarat with Inter State Transmission Network, at which Electricity is delivered into the Grid System of GETCO.

“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 / SERC 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.

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

“General Network Access” or “GNA” means general network access to the ISTS granted under the CERC (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022 as amended from time to time.

“SERC” shall mean State Electricity Regulatory Commission of the respective states.

“Group Company” of a Company means

- (i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the company, or
- (ii) a company in which the company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such company, or
- (iii) company in which the company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise, or
- (iv) a company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise, or
- (v) a company which is under common control with the company, and control means ownership by one company of at least 10% (ten percent) of the share capital of the other company or power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise.

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

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

“Letter of Intent” or “LOI” shall mean the letter issued by Jubilant Infrastructure Limited (JIL) to the Selected Bidder for award of the Project.

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

“LLC” shall mean Limited Liability Company.

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

“Metering Point” shall be the interconnection point wherein Grid Interactive Wind Solar Hybrid Power Station will be interconnected at the CTU substation in case of ISTS project and STU substation in case of InSTS project.

“Month” shall mean calendar month.

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

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

“Paid-up share capital” shall include:

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

“Part Commissioning” shall mean a part of the Wind-Solar Hybrid Power Plant Capacity (AC MW) commissioned as per clause 3.12.2 under Section 3.

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

Performance Bank Guarantee shall mean the irrevocable unconditional bank guarantee to be submitted by the successful bidder as per Section 3.8.

“PPA” shall mean the Power Purchase Agreement signed between the successful bidder and JIL according to the terms and conditions of the Draft PPA enclosed with this RfP;

“PPA Tariff” shall mean the charges per kWh for Power scheduled at the

Delivery Point, provided that all open access charges and losses, surcharges,

duties, taxes, or any other levy etc. beyond the Metering Point shall be on account

of JIL.

“Project” shall mean a Grid Interactive Wind-solar Hybrid Power Project to be established by the successful bidder anywhere in India comprising of number of units at single/multiple locations, and shall include land, buildings, plant, machinery, ancillary equipment, material, switch-gear, transformers, protection equipment and the like necessary to deliver the Electricity generated by the Project to JIL at the Metering Point.

“Project Site” means any and all parcels of real property, rights-of-way, easements and access roads, upon which the Project and its related infrastructure will be located.

“Project Capacity” means the AC capacity of the project at the generating terminal(s) and to be contracted with JIL for supply from the Wind-Solar Hybrid Power Project.

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

“RLDC” means the Regional Load Dispatch Centre

“SCOD” or “Scheduled Commercial Operation Date” shall be 9 months from Effective Date.

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

“Selected Bidder or Successful Bidder” shall mean the Bidder selected pursuant to this RfP 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.

“STU or “State Transmission Utility” or “STU” shall mean the Gujarat Energy Transmission

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

Company Limited (STU).

“TOE” shall mean Tender Opening Event.

“Ultimate Parent” shall mean a Company, which owns not less than fifty-one percent (51%) equity either directly or indirectly in the Parent and Affiliates.

“Week” shall mean calendar week.

“Voltage of Delivery” means the voltage at which the Electricity generated by the Project is required to be delivered to the JIL.

SECTION 3: BID INFORMATION AND INSTRUCTION TO BIDDERS

3.1 Time Table for submission of bids

S. No.	Event	Date & Time
01	Date of issue of Request for Selection (RfS) document, Project specific draft Power Purchase Agreements and other draft Project Agreements, and the Power Sale Agreement (PSA), if applicable	Zero Date
02	Bid clarification, conferences, opening of online Data Room to share all Project specific details including site, if specified by Procurer etc., and revision of RfS document	15 Days
03	RfS bid submission	22 Days
04	Evaluation of technical bids	25 Days
05	Evaluation of financial bids and conduction of e-Reverse Auction	30 Days
06	Issuance of Letter of Award (LoA)	35.....Days
07	Signing of PPA and the PSA (if applicable)	After GERC Approvals

3.2 Obtaining RfP Document, Cost of Documents & Processing Fees

3.2.1 The RfP document can be downloaded from the website of M/s Jubilant a link of the same is also available at www.jubilantingrevia.com/sez/. Interested bidders have to download the official copy of RfP & other documents after logging into the website /e-buy.com portal by using the Login ID & Password provided by Jubilant ___ during registration.

3.2.2 The bidders shall be eligible to submit / upload their response to bid document only after logging into the websites/portal and downloading the official copy of RfP.

3.2.3 Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfP document along with a non-refundable processing fee as mentioned in the Bid Information Sheet. The bids submitted without cost of the RfP document and/or Processing Fee (including partial submission of either of the respective amounts) and/or Bank Guarantee against EMD, shall not be considered for the bidding and such bids shall not be opened by JIL and thereby liable for rejection.

3.3 Capacity Offered & Project Scope

3.3.1 Capacity Allocation

The selection of Grid-connected Wind-Solar Hybrid Power Project for total capacity of 9 MW Round the Clock (RTC) power supply at annual CUF of 70% will be carried out through e-bidding followed by e-Reverse Auction process.

3.3.2 Project Scope:

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

The successful bidder shall set up Wind-Solar Hybrid Power Project(s) including the transmission network up to the Metering Point in line with clause 3.5, at its own cost and in accordance to the provisions of this RfP document. All approvals, permits and clearances required for setting up of the Project (including connectivity), those required from State Government, and local bodies shall be in the scope of the successful bidder. However, the selection of Projects would be technology agnostic. In order to ensure that quality systems are installed, the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) and solar PV module manufacturers list (ALMM) as updated by MNRE until SCOD of the Project will be allowed for deployment under the Scheme.

3.4 Eligibility for Project Capacity Allocation

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

- 3.4.1** A bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single application, subject to minimum bidding for 9 MW Round the Clock (RTC) power supply at annual CUF of 70% at Metering Point ,as the case may be (for Intra-State Projects and Inter-State Projects respectively)
- 3.4.2** Multiple bids from same company including its Parent/ Ultimate Parent / Affiliates / Group Companies shall make all the bids submitted by the group invalid.
- 3.4.3** The evaluation of bids shall be carried out as described in Section-4. The methodology of allocation of projects is elaborated in Section-4.

3.5 Qualification Requirements

- 3.5.1** Bidder as defined in Section 2 is eligible to participate under this RfP. The Successful Bidder, if being a single company, shall ensure that its shareholding in the SPV (Special Purpose Vehicle) / Project Company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the Commencement Date, except with the prior approval of JIL.
- 3.5.2** Any consortium, if selected as Successful Bidder for the purpose of supply of power to JIL, 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 RfP as per Format 5(5) before signing of PPA with JIL, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to RfP. 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 JIL. Transfer of controlling shareholding within the same group of companies will however be allowed with the permission of JIL, 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.
- 3.5.3** Any Foreign Bidder, if selected as Successful Bidder for the purpose of supply of power to JIL, shall incorporate a fully owned (100%) subsidiary Special Purpose Vehicle (SPV) / Project Company to be registered under Indian Companies Act 2013 before signing of PPA with JIL. Further, in case a Foreign Bidder is selected as the

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

Successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

3.5.4 The Bidders should meet the following eligibility criteria:

A. TECHNICAL ELIGIBILITY CRITERIA:

- i)** Bidder shall be an Independent Power Producer (hereafter referred as IPP's) having his or her own Hybrid Solar-Wind installations. Bidder shall provide the documentary evidence to that extent with the response of the RFP.
- ii)** Bidder should have operating projects of either Wind or Solar ground mounted technology of capacity not less than 10 MW, at a single location, anywhere in India. The said project should have been in operation for not less than 6 months.
- iii)** The Bidders shall ensure prior OEM / EPC tie-up manufacturers for Design, Engineering, Supply & Procurement, Construction and Operation & Maintenance. The Bidders shall have to declare the same in their Covering Letter (Format-1). Provided the Bidders shall be permitted to choose, new OEMs (if any) covered in the ensuing lists of RLMM and ALMM till SCOD.

OR

Projects under construction, projects which are not yet commissioned and projects already commissioned but do not have any long-term PPA with any agency and selling power on short-term or merchant plant basis will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes and do not have any obligations towards existing buyers.

- iv)** Bidder should be ready to take responsibility of scheduling of power at both end, obtaining No Objection Certificates/ approvals & other Liaoning works with all concerned statutory and non-statutory agencies like DISCOM's, STU's, SLDC's and CTU during the term of contract. Bidder to provide undertaking in the Annexure- E.

B. FINANCIAL ELIGIBILITY CRITERIA: The bidder should have a positive net worth in any of the previous three financial years.

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

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

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.

- iii) For meeting the above financial eligibility criteria, if data is provided by the Bidder in USD, equivalent rupees of Net Worth and other financial parameters will be calculated by Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of accounts for the respective financial year. For currency other than USD, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion.

3.5.5 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 RFP:

3.4.5.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).

3.4.5.2 "Bidder" in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.

3.4.5.3 "Bidder from a country which shares a land border with India" for the purpose of this clause, means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium where any member of the consortium falls under any of the above.

3.4.5.4 In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 5.6 of the RFP. Accordingly, all the provisions of the above referred O.M. dated 23.07.2020 shall also be applicable for this tender.

3.5 Connectivity with the Grid

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

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

- 3.5.1 The project should be designed for interconnection with STU (STU) / CTU s/s through a transmission line for delivery of energy at STU periphery. The Delivery Point shall be the State Transmission Periphery of Gujarat (Gujarat- STU).
- 3.5.2 The entire cost of transmission including cost of construction of line, maintenance, losses etc. from the project up to the metering point for grid connectivity will be borne by the Successful Bidder.
- 3.5.3 The transmission of power up to the Metering Point and energy accounting infrastructure shall be the responsibility of the successful bidder at his own cost. The maintenance of Transmission system up to the interface point for grid connectivity shall be responsibility of the Successful Bidder.
- 3.5.4 All expenses like open access charges including but not limited to transmission charges & losses of inter-state, RLDC/SLDC charges, application fees or any other charges covered in Open Access Regulations notified by CERC/ SERC and the procedure for Open Access Regulations notified by CERC/ SERC and the procedure for Open Access stipulated by Central Transmission Utility (CTU)/ State Transmission Utility (STU) (as amended from time to time) for supply of energy up to the Metering Point shall be borne by the Bidder. Similarly, Open Access Charges & Losses including but not limited to transmission charges & losses of inter-state, RLDC/SLDC Charges, Gujarat STU transmission charges and losses, Gujarat SLDC scheduling charges beyond the Metering Point shall be borne by JIL.
- 3.5.5 Govt. of India from time to time has been issuing Order for waiver of ISTS charges and losses on transmission of Renewable power. In case the Project Commissioning is delayed beyond the ISTS Waiver Date due to reasons solely attributable to the Power Producer, then the Power Producer agrees to bear all the ISTS charges as applicable on the supply of the electricity under this Agreement pursuant to the ISTS Waiver Date. The JIL agrees to bear the ISTS charges applicable beyond the ISTS Waiver Date in case such charges are levied due to any reasons other than reasons solely attributable to the Power Producer.
- 3.5.6 For avoidance of doubt, it is to clarify that the Successful Bidders shall have to take into consideration ISTS charges and losses, if the SCOD falls after the date of ISTS waiver as notified by Govt. of India. The Successful Bidder shall not be entitled to deemed generation in case of any delay in grant of connectivity.
- 3.5.7 The Successful Bidder shall comply with the SERC / CERC Regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and shall be responsible for all liabilities related to Connectivity.
- 3.5.8 In case of Projects connected through CTU Network and/or in case of Inter-State Projects, the commercial settlement of purchased energy as well as energy drawl from the grid shall be governed as per CERC (Deviation Settlement Mechanism) Regulations, 2014. In such cases, the Scheduled Energy as certified by SLDC-Gujarat in the State Energy Account based on the energy certified in REA by the concerned RPC shall be considered as Delivered Energy subject to adjustment on account of transmission losses of CTU, if any.

3.6 Land Arrangements

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

- 3.6.1 The Bidder shall be entirely responsible for acquiring the land required for setting up the project and JIL shall not in any manner be responsible for the same. The bidder shall identify 100% of the land for the project at the time of bid submission and shall demonstrate clear possession and right to use 100% of the land identified for the Project, on or before the SCOD of the Project. In this regard, the Successful Bidder shall be required to furnish documents / lease agreements to establish possession and right to use 100% of the required land in the name of the Successful Bidder for a period not less than the complete term of the PPA.
- 3.6.2 For lease of Government land, if the lease is not available upfront for the entire term of the PPA, then the Successful Bidder shall be required to give an undertaking stating that they shall be solely responsible for securing the extension of required land for the balance period of term of PPA. For lease of private land, the lease period shall cover the entire term of PPA. The land used from project on lease-hold basis or right-to-use basis will be accepted.
- 3.6.3 The above data shall be submitted along with a sworn affidavit from the authorized signatory of the Successful Bidder listing the details of the land and certifying that total land required for the Project is under clear possession of the Successful Bidder, on or before the SCOD.

3.7 Clearances Required from the State Government and other Local Bodies

- 3.7.1 Identification of 100 % land at the time of bid submission.
- 3.7.2 The Bidders are required to obtain necessary clearances and permits as required for setting up the Wind-Solar Hybrid Power Projects, including but not limited to the following:
- 3.7.2.1 No Objection (NOC) / Environmental Clearance (if applicable) for the Project.
 - 3.7.2.2 Forest Clearance (if applicable) for the land for the Project.
 - 3.7.2.3 Clearance from Airport Authority of India (AAI) (if applicable)
 - 3.7.2.4 Approval for Water from the concerned authority (if applicable) required for the Project
 - 3.7.2.5 No Objection Certificate from Ministry of Defense (MoD), if applicable
 - 3.7.2.6 The Bidders setting up Projects in the vicinity of Air Force bases / Aerodromes, are advised to apply for necessary MoD clearance / NOC from MoD within 30 days of Effective Date of PPA.
 - 3.7.2.7 Any other clearances as may be legally required, in order to establish and operate the Project.
- 3.7.3 The above clearances, as applicable for the Project, shall be required to be submitted prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the Bidder shall submit an Undertaking in this regard, and it shall be deemed that the Bidder has obtained all the necessary clearances for establishing and operating the project. Any consequences contrary to the above shall be the responsibility of the Bidder.

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

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

- 3.8.1 The Bidder shall provide the following Bank Guarantee to JIL:
- Performance Bank Guarantee (PBG) of Rs 3.0 Lacs/ MW at the time of signing of PPA
- 3.8.2 On receipt and after successful verification of the Performance Bank Guarantee in the acceptable / prescribed form and execution of PPAs, the Bank Guarantee submitted towards EMD shall be returned by JIL to the Successful Bidders.
- 3.8.3 The Successful Bidders are required to sign PPA with JIL in line with the timeline given as per this RfP. In case, the Selected Bidder refuses to execute the PPA with JIL within the stipulated time-period, the Bank Guarantee submitted towards EMD shall be encased by JIL as penalty. In case the Wind-Solar Hybrid Project is not selected, JIL shall release the EMD within 15 days of closure of e-reverse auction. However, in case of last selected bidder, the provisions of clause 4.4.3 shall apply.
- 3.8.4 The PBG shall be valid upto a period of 6 months and with claim period upto 7 months from Scheduled Commercial Operation Date (SCOD) of the Project. The PBG will be returned to the Successful Bidders 3 (three) months after COD of their Project, after taking into account penalties (if any) due to delay in commissioning as per provisions stipulated in clause 3.12.
- (i) Earnest Money Deposit (EMD) of ___ / MW in the form of Bank Guarantee according to Format 6.3 A and valid for 06 months and with claim period upto 7 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD shall have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.
 - (ii) The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed at Annexure-B in favor of JIL.
 - (iii) **Performance Bank Guarantee (PBG):** The Bidders selected by JIL based on this RfP shall submit Performance Guarantee for a value of @ ___ / MW at the time of signing of PPA. It may be noted that Successful Bidders shall submit the PBG according to the Format 6.3 B, in favor of JIL, for a value @ ___ / MW with a validity period upto 6 months and with claim period upto 7 months from Scheduled Commercial Operation Date. On receipt and after successful verification of the total PBG in the acceptable prescribed format, the Bank Guarantee submitted towards EMD shall be returned by JIL to the Successful Bidder.
 - (iv) The Selected Bidders shall furnish the Performance Bank Guarantee from any of the Banks listed at Annexure - B to JIL.
 - (v) The format of the Bank Guarantee prescribed in the Formats 6.3A (EMD) and 6.3B (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 JIL.
 - (vi) The Successful Bidders are required to sign PPA with JIL within 30 days from the date of issuance of LOI. Subsequent extension in this timeline (if required)

Commented [PLB1]: Note to JIL: Aligned with the PPA.

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

may be finalized and agreed by JIL. In case, JIL 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 JIL and the selected Project shall stand cancelled. However, in case of the last selected bidder, the provisions of Clause 4.4.3 shall apply.

- (vii) The Bank Guarantees (towards EMD and PBG) shall have to be executed on non-judicial stamp paper of Rs. 300/-.
- (viii) All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidder / Successful Bidder, as the case may be.
- (ix) In order to facilitate the Bidders to submit the Bank Guarantees as per the prescribed format and in line with the requirements, checklist in Annexure-A has been attached. The Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- (x) JIL shall release the Bank Guarantees towards EMD of the Unsuccessful Bidders within 15 days of closure of e-reverse auction.

3.9 Forfeiture of EMD

The BG towards EMD shall be encashed by JIL 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, JIL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents or does not execute the PPA within the stipulated time-period; However, in case of last selected bidder, the provisions of clause 4.4.3 shall apply.
- (iii) If after date of issuance of LOI, it is found that the documents furnished by the Bidder during RfP are misleading or misrepresented in any way and that relevant facts have been suppressed;
- (iv) If the Selected Bidder fails to furnish the required Performance Bank Guarantee in accordance with Section 3.8.

3.10 Power Purchase Agreement

3.10.1 A copy of Draft Power Purchase Agreement, to be executed between JIL and the Successful Bidder or its subsidiary Special Purpose Vehicle (SPV), as defined under section 3.4 of this RfP, has been provided by JIL along with this RfP. The PPA shall be signed within 30 days from the date of issue of Letter of Intent (LoI). The PPA will be executed between JIL and the Selected Bidders, which shall be valid for a period of 25 years from the date of SCOD or Commencement Date of the project, whichever is later as per the provisions of PPA.

3.10.2 Before signing of PPA between JIL and the Selected Bidders, the documents furnished by the Bidders at the time of submission of response to RfP including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents, shall be verified.

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

The Bidders will also be required to furnish the documentary evidence for meeting the RfP Qualification Requirements as per clause 3.4.

3.10.3 Power Generation by Successful Bidder

(i) **Criteria for Generation:** The Successful Bidder is required to provide a minimum guaranteed supply of power to JIL at the Metering Point of 90% (ninety percent) of Contracted capacity which cumulated .. MU for any given contract year”).”. JIL agrees that in the event JIL requires additional electricity units over and above the Contracted Capacity, it shall first offer to procure the same from the Successful Bidder at the same PPA Tariff to Jubilent. It is further agreed by JIL that electricity supplied by the Successful Bidder shall be accorded the first priority and precedence, in terms of off-take and payment, over any other source/ supplier of electricity.

a. Shortfall in Generation: If for any Contract Year, it is found that the Successful Bidder has not been able to generate minimum(70%) energy corresponding to the contracted capacity corresponding to .. MU, on account of reasons solely attributable to the Successful Bidder, such shortfall in performance shall make the Successful Bidder liable to pay the compensation @ 50% (fifty per cent) of the PPA Tariff to JIL. This will, however, be relaxable by JIL to the extent of grid non-availability for evacuation (beyond the Metering 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.

(ii) **Excess Generation:** In case the generation is over and above the Contracted Energy in any Contract Year after the achievement of Commercial Operation Date, the Successful Bidder will be free to sell it to any other entity provided first right of refusal will vest with JIL, which required to be communicated within 15 days . In case JIL purchases the excess generation, the same may be done at the prevailing PPA Tariff.

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

3.10.5 JIL agrees that it shall off-take supply of electricity up to hundred percent (100%) of Contracted Energy. For avoidance of doubt, it is clarified that, at all points of time, the Successful Bidder shall supply to the Metering Point and JIL shall procure such power generated by the wind solar hybrid facility. Under this agreement JIL's obligation off taking of energy in any fifteen minutes time block shall be up to 9 MW, JIL acknowledges that in any Contract Year it may consider but not have an obligation to off-take surplus energy in excess of the 9 MW, scheduled by the Successful Bidder at the Metering Point at the same tariff and terms of the Definitive Agreement and in accordance with Applicable Laws. It is clarified that where the power generated by the Energy Facility is in excess of the 9 MW, the Successful Bidder shall, provide first priority to JIL for consuming such excess energy and in case of rejection by Offtaker , Supplier shall be entitled to sell such excess power to third parties.

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

3.10.6 Non-Offtake of Power: If, in any Contract Year after the achievement of Commercial Operation Date, JIL fails to off-take Contracted capacity for any reason (other than as a result of a Force Majeure Event, grid outages, Change in Law or breach by the Successful Bidder of the provisions of the Definitive Agreements), JIL shall pay to the Successful Bidder, payments equal to the shortfall in the off-take of Contracted capacity, at the same PPA Tariff

3.10.7 Both JIL and the Successful Bidder agree and acknowledge that such Offtake Shortfall Payments represent genuine pre-estimates of losses suffered by the Successful Bidder due to shortfall in offtake of the Contracted Energy by JIL and that the same are reasonable and not by way of penalty.

3.11 Financial Closure or Project Financing Arrangements

The Successful Bidder shall be responsible for arranging Financing Arrangements for the Project(s) on timely basis so as to commence power supply as per SCOD.

In case of any delay in SCOD, the successful bidder shall be liable for LD as per clause 3.12.4

3.12 Commissioning and Penalty for delay in commissioning

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

- a) "The Successful Bidder shall be required to obtain Developer and / or Transfer Permission, Key Plan drawing etc. from GEDA / similar permission issued by concerned State Nodal Agency and submit the same to JIL prior to actual commissioning of the Project in accordance with the applicable Rules / Orders / Regulations." Further, the Successful Bidder shall have to submit evidence of clear possession of Project Site on or before the SCOD for which the Successful Bidder shall provide documents / Lease Agreement to establish possession/ right to use 100% of the required land in the name of the Successful Bidder or its Affiliate. In case the land is in the name of Affiliate, the land should be transferred in the name of Successful Bidder prior to the SCOD. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or JIL, in case of default of the Successful Bidder. For lease of Government land, if the lease is not available upfront for the entire term of the PPA, then the Successful Bidder shall be required to give an undertaking stating that they shall be solely responsible for securing the extension of required land for the balance period of term of PPA. For lease of private land, the lease period shall cover the entire term of PPA. Sworn affidavit from the authorized person of the Successful Bidder listing the details of the land and certifying total land required for the Project under clear possession of Successful Bidder shall be submitted by the Successful Bidder on or before SCOD.
- b) In addition to above, the Successful Bidders shall have to submit Connectivity Agreement with STU (STU) / CTU, as the case may be and requisite approval for evacuation of power confirming technical feasibility of connectivity of the

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

Hybrid Power Project upto the Metering Point.

- c) The Successful Bidders shall have to obtain approval of the Chief Electrical Inspectorate of the respective State Government for commissioning of the transmission line and installation of all requisite components for the wind project at the Project Site.
- d) Commissioning Certificates shall be issued by the State Nodal Agency i.e. GEDA after successful commissioning of Project (for Intra-State Projects) in accordance with the applicable Rules / Regulations.

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

- 3.12.2.1 Part Commissioning will be allowed before the SCOD date, subject to Jubilent's approval and the selected bidder needs to ensure that the entire project is commissioned on or before the SCOD date.
- 3.12.2.2 In case of part-commissioning of the Project, land corresponding to the part capacity being commissioned, shall be required to be demonstrated by the WPG prior to declaration of commissioning of the said part capacity.
- 3.12.2.3 Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCOD or Commencement date, whichever is later.

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

3.12.4 Penalty for Delay in Commissioning:

- 3.12.4.1 The Project shall be commissioned by the Scheduled Commercial Operation Date, failing which the Successful Bidder shall be liable to penalty as specified herein. The maximum deadline allowed for commissioning of the full Project Capacity with applicable penalty / liquidated damages, shall be limited to the date as on 180 days from the SCOD or the extended SCOD (if applicable)..
- 3.12.4.2 The SCOD of the Project will be deemed to be extended on a 'day to day' basis, if there is a delay in Commissioning on account of any one or all the following reasons:
 - (a) Any introduction, effect, adoption, promulgation, amendment, modification or repeal of the ISTS/CERC regulations;
 - (b) Due to a Force Majeure Event affecting the Seller/Project;
 - (c) Due to Change in Law affecting the Project delivery timeline;
 - (d) Delay caused by reasons attributable to the Consumer, including delay attributable to any default or breach under any Transaction Documents;

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

(e) Delay in readiness of the ISTS substation at the Metering Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network by the relevant Governmental Authority/TRANSCO

In the event of delay in project SCOD, on account of reasons solely attributable to Power Producer then Power Producer shall pay to JIL, towards such shortfall in Supply of Guaranteed Energy the Benefit Saving Portion (Difference between Grid Variable Tariff and Landed Tariff per kWh, multiplied by number of units of the shortfall in the Supply of Guaranteed Energy for the relevant period of calculation) for a period of 6 months beyond SCOD.

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

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

3.13 Commercial Operation Date (COD):

Commercial Operation date (COD) shall be the date as certified by GEDA in case of projects is located in Gujarat or Representatives / Central Agency in case of projects located outside of Gujarat, upon successful commissioning of full capacity of the Project or the last part capacity of the Project as the case may be. Successful Bidders shall have to provide a written notice to JIL at least 10 days in advance for the same.

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

- i) The Bidders / Successful Bidders developing the Project shall provide complete information in their bid in reference to RfP about the Promoters and their shareholding in the company indicating the Controlling Shareholding before signing of PPA with JIL.
- ii) No change in shareholding of the Bidding Company or Bidding Consortium developing the Project shall be permitted from the date of submission of response to RfP till execution of the PPA. However, in case the Project is being set up by a listed company, this condition will not be applicable.
- iii) After execution of PPA, the controlling shareholding in the Company / Consortium developing the project shall be maintained for a period of (1) one year after COD of the project. Thereafter, any change can be undertaken under intimation to JIL. Transfer of controlling the shareholding within the same group of companies will however be allowed after COD, with the permission of JIL, subject to the condition that, the management control remains within the same group of companies.

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

- iv) In the event the Successful Bidder is in default to the lender(s), lenders shall be entitled to undertake “Substitution of Promoter” in concurrence with JIL.
- v) In the event of Change in Shareholding / Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, further modalities to be mutually decided.

3.15 Structuring of the Bid Selection Process

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

3.16 Instructions to Bidders for Structuring of Bid Proposals in Response to RfP

The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to the RfP.

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

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

1. Covering Letter as per Format 5.1.
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 5.2.

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. Performance Guarantee (to be submitted before signing of PPA as specified in (Section- 3.8) in the form as per Format 5.3 B.
4. Board Resolution, as per prescribed formats enclosed as Format 5.4 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 RfP and in the event of selection of the Projects, to sign the PPA with the JIL. 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

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

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 net worth of such affiliate is used by the bidder, undertaking that such affiliate shall contribute the required equity funding and performance bank guarantees in case the bidder fails to do so in accordance with clause 3.4.4 (iii) of RFP.
5. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per Format 5.5 along with Board resolution from each Member of the Consortium for participating in Consortium.
 6. Bidder shall ensure that the technology to be adopted shall be commercially established technology as per the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) and (ALMM), as updated until SCOD of the Project. Final details of the same shall be submitted prior to commissioning of project.
 7. Disclosure as per Format 5.6
 8. Tie-up of Financing Arrangements within 7 months from the date of PPA.
 9. Commitment to Financial Closure as per Format 5.8

10. Attachments

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

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

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

- ii) **Certificate of Incorporation** of Bidding Company / all member companies of Bidding Consortium.
- iii) **A certificate of shareholding** of the Bidding Company, its Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant / Company Secretary as on a date within 30 days prior to the last date of bid submission.
- iv) **Documents containing information about the Promoters and their shareholding** in the Company (as on a date within 30 days prior to the last date of bid submission) to JIL indicating the controlling shareholding at the stage of submission of response to RFP to JIL as per Section 3.14. JIL reserves the right to

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

seek additional information relating to shareholding in promoter companies, their Parents /Ultimate Parents and other Group Companies to satisfy themselves that RfP 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 JIL shall accept the Provisional Accounts which are duly certified by a practicing Chartered Accountant of India.

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

- vi) **Certificate from Chartered Accountants, certifying the Net worth** of the bidder per MW of quoted capacity as on date of financial year ending i.e. 31.03.2024 or 31.03.2022 or 31.12.2022 as the case may be, or in case the Bidder is a newly formed company, supported by documentary evidence of its recent formation at ROC or in case the net worth of the Bidder as on date of financial year ending is not meeting the criteria as per **Clause 3.5.4**, then the Certificate issued by a Chartered Accountant computing net worth based on certified copy of Balance Sheet, Profit & Loss account, Schedules and cash flow statement as on latest available dates supported with bank statement shall be required to be submitted.

In case a bidder submits the Net-worth credentials of its Parent / Affiliate, an Undertaking from such Parent / Affiliate shall be submitted, stating that in case the bidder(s) fails to contribute required equity funding and performance bank guarantee, the same shall be contributed by such Parent / Affiliate in line with Clause 3.5.4 of the RFP and as per [Format for Board Resolutions \(Format 5.4\)](#).

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3.17 Important Notes and Instructions to Bidders

- i) Wherever information has been sought in specified formats, Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- ii) Bidders shall be shortlisted based on the declarations made by them as per relevant provisions of RfP.
- 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 RfP, in any manner whatsoever, JIL reserves the right to reject such response to RfP and/or cancel the Letter of Intent, if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

disqualification based on their declaration in the submission of response to RfP.

- 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 JIL and JIL shall have no obligation to return the same to the Bidder. However, the EMDs submitted by Unsuccessful Bidders shall be returned as specified in Section 3.8.
- vi) All documents of the response to RfP (including RfP, PPA, Corrigenda (if any) Addenda (if any) and all other documents uploaded on jubilent website as part of this RfP) submitted online must be digitally signed by the person authorized by the Board as per Format for Board Resolutions (Format 5.4).
- vii) The response to RfP shall be submitted as mentioned in Section 3.19. No change or supplemental information to a response to RfP will be accepted after the scheduled date and time of submission of response to RfP. However, JIL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfP.
- 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 RfP that are incomplete, which do not substantially meet the requirements prescribed in this RfP, will be liable for rejection by JIL.
- xi) Response to RfP not submitted in specified formats will be liable for rejection.
- xii) Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- xiii) Non submission and/or submission of incomplete data/ information required under the provisions of RfP shall not be construed as waiver on the part of JIL of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- xiv) Only SERC and/ or Gujarat High Court shall have exclusive jurisdiction in all matters pertaining to this RfP.

3.18 Non-responsive Bid

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

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

- a. Non-submission of Cost of RfP and/or Processing fee as mentioned in the Bid Information Sheet.
- b. Non-submission of EMD in acceptable form along with RfP document.
- c. Response to RfP (offline as well as online) not received by the due date and time of

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

bid submission;

- d. Non submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part offline before due date and time of submission of bid;
- e. Non submission of the original documents mentioned at Section 3.19 A by due date and time of bid submission;
- f. Any indication of tariff in any part of response to the RfP, 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 RfP, then all these bids submitted shall be treated as non-responsive and rejected.
- k. Conditional bids shall be summarily rejected.

3.19 Method of Submission of Response to RfP by the Bidder

A. Documents to be submitted (online)

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

- i. **Pass-Phrase Envelope-1:** Containing Pass Phrase for Technical Bid duly stamped and signed by the authorized signatory in sealed envelope.
- ii. **Pass-Phrase Envelope-2:** Containing Pass Phrase for Financial Bid duly stamped and signed by the authorized signatory in sealed envelope.
- iii. **Bank Guarantee towards EMD** as mentioned in the Bid Information Sheet (as per Format 6.3A). One EMD may be submitted for the cumulative capacity quoted by the bidder.
 - Bank Guarantee against EMD needs to be submitted in both online and offline modes. The bidders will be required to submit the bank guarantee, either in person or through post, at the office of JIL until the date as on 2 working days after the closing date of bid submission. The 2-day duration will be counted from the date of bid submission.
 - For e.g., if the bid submission deadline is 18:00 hrs on 22/06/2024, the above deadline will expire at 18:00 hrs on 20/06/2024. In case of the above deadline being a holiday, the next working day in JIL will be the deadline for submission of Bank Guarantees.

Note: In all cases, the Bank Guarantee against EMD (if applicable), shall be

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.

- Bidders shall take special note that no documents other than the above shall be submitted offline.
- No documents will be accepted in person, on or before the date of bid submission.
- The bidding envelope shall contain the following sticker: (illustration)

Response to RfP for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from ___ MW grid connected Wind-Solar Hybrid Power Project.

Capacity of Project	_____ MW
No. of Locations Bid for	_____
RfP Reference No.	RfP No. JIL / ___ MW / HYBRID/Dated XX/XX/2024
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	Mr. Mahesh K Mandwarya _____ Designation _ Sr Director, Mahesh.kmandwarya@jubl.com _____ Jubilant Infrastructure Limited (SEZ Developer) , Plot No. 4 & 5, Vilayat Industrial Estate, Tal. Vagra – Dist. Bharuch – 390012 Gujarat.

B. Documents to be submitted Online

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

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

All documents of the response to RfP submitted online must be digitally signed on _____ which should contain the following:

1. “Technical Bid”

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

- Formats - 5.1, 5.2 (if applicable), 5.3 A, 5.4, 5.5 (if applicable), 5.6, 5.8
- All Attachments and documents in line with requirement stipulates at Clause

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

3.15 with proper file names and index

- iii) All supporting documents regarding meeting the eligibility criteria, shareholding structure, GST registration.
- iv) Scanned Copies of NEFT/RTGS details towards Cost of RfP 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
- vi) The bidder will have to fill the Electronic Form provided at the www.jubilantingreva.com/sez_____ as part of Technical Bid.

2. “Financial Bid”

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

- vi) Covering letter as per Format-5.7 of this RfP document;
Only single tariff bid for all the Projects shall have to be filled online in the Electronic Form provided at the [_www.jubilantingreva.com/sez/](http://www.jubilantingreva.com/sez/)_____.
The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation; else the bid shall be considered as non-responsive.

Important Note:

- i) The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
- ii) Wherever mentioned, the Bidder must clearly indicate the Category under which the respective Project is being proposed. In case of any discrepancy, the Bid will be liable for rejection.
- iii) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

3.20 Validity of the Response to RfP

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

3.21 Bid Preparation Cost

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

3.22 Clarifications / Pre-Bid meeting / Enquires / Amendments

- i) Clarifications / doubts, if any, on RfP document may be emailed and/or through mails and/or at the email addresses of designated officials of JIL as mentioned in the Bid

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

Information Sheet.

ii) JIL will make best efforts to respond to the same in the Pre Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and JIL's response will be uploaded on JIL's website as well as website _ej-buy.com_____ if necessary, amendments, clarifications; elaborations shall be issued by JIL which will be notified on JIL websites. No separate reply / intimation will be given for the above, elsewhere.

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

3.23 Right of JIL to Reject a Bid

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

3.24 Pre and Post LOI Compliance

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

Any checklist shared with the Bidders / Successful Bidders by JIL for compliance(s) of milestones are for the purpose of Bidders' facilitation only. Any additional documents required as per the conditions of RfP and PPA must be timely submitted by the Bidders / Successful Bidders.

SECTION 4: BID EVALUATION AND SELECTION OF PROJECTS

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

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 RfP. 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, JIL may continue with the bidding process with the consent of Hon'ble SERC. The details of bid evaluation procedure and selection of bidders is described in this Section.

4.2 Techno-commercial Evaluation of bidders

A. Technical Bid Evaluation (Step-1):

- i. The Technical Bid submitted online of only those Bidders will be opened by JIL whose required documents as mentioned at clause 3.19 B are received at JIL's Office on or before the due date and time of bid submission.
- ii. Bid responses received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned un-opened, if super-scribed properly with address, to the Bidder.
- iii. Subject to clause 3.19, JIL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfP. During the examination of the bids, JIL 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 JIL within 2 days from the date of such intimation from JIL. All correspondence in this regard shall be made through email/ _____ only. It shall be the responsibility of the Bidders to ensure that the email-id of the authorized signatory of the Bidders is functional. The Bidders may provide an additional email-id of the authorized signatory in the Covering Letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. JIL shall not be responsible for rejection of any bid on account of the above.
- iv. The response to RfP submitted by the Bidders shall be scrutinized to establish Techno- Commercial eligibility as per RfP.

B. Financial Bid Evaluation (Step-2):

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

- i) Only those bidders whose technical bids are found to be qualified for evaluation in Step-2.
- ii) The Bidders including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit bid (single application) quoting tariff per kWh for the project. Tariff can be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is ₹2.372, then it shall be considered as ₹2.37).
- iii) In this step, evaluation will be carried out based on tariff quoted by the Bidders.

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

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 JIL. Thereafter, JIL will take appropriate action in consultation with Hon'ble SERC.

- iv) 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.
- v) All the Bidders with same tariff shall be eligible for reverse auction round.
- vi) Ranking of the Bidders after Financial Bid Evaluation:

In case of financial bids received from all bidders are in the form of tariff, ranking of bidders shall be done accordingly. For example:

Bidder	Submitted Financial bid	Ranking
B8	Rs. 2.10 (Tariff in Rs./ kWh)	L1
B5	Rs. 2.20 (Tariff in Rs./ kWh)	L2
B1	Rs. 2.25 (Tariff in Rs./ kWh)	L3
B4	Rs. 2.25 (Tariff in Rs./ kWh)	L3
B2	Rs. 2.30 (Tariff in Rs./ kWh)	L4
B3	Rs. 2.40 (Tariff in Rs./ kWh)	L5
B7	Rs. 2.50 (Tariff in Rs./ kWh)	L6
B6	Rs. 2.60 (Tariff in Rs./ kWh)	L7
B10	Rs. 2.90 (Tariff in Rs./ kWh)	L8
B9	Rs. 3.00 (Tariff in Rs./ kWh)	L9
B11	Rs. 3.00 (Tariff in Rs./ kWh)	L9

4.3 Reverse Auction (Step-3)

- 4.3.1 The reverse auction shall be conducted on _____. The reverse auction shall be carried out as specified in the "Bid Information Sheet" of this RfP.
- 4.3.2 Shortlisted bidders for Reverse Auction will be able to login into _____ for reverse auction 15 minutes before the start time of reverse auction.

In case of more than three technically qualified bidders, the bidder with highest quoted Tariff shall be eliminated, and all other technically qualified shortlisted Bidders will be intimated individually through system generated or manually sent emails and called for E-reverse auction. If the tariff quoted is same for two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank in the order. The Reverse auction shall be conducted on date & time as decided and intimated by JIL. The E-reverse auction shall start at the specified date & time and shall continue for a time specified as below. The reverse auction shall be conducted at the rate quoted by the L1 bidder. During the Reverse Auction, the Bidders will have the option of reducing the tariff in decrements of one paise or multiples thereof. During the Reverse Auction the prevailing Lowest Tariff would be visible

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

to all the Bidders.

The initial auction period will be of 120 minutes, with a provision of auto extension by five minutes (from the scheduled / extended closing time) every time, if any fresh bid is received in last five minutes of auction period or extended auction period.

4.4 Selection of Successful Bidders

Upon conclusion of e-RA process, The lowest quoting bidder will be considered as Selected Bidder under this RFP.

4.4.1 At the end of selection process, Letter of Intent (LOI) may be issued to the Successful Bidders.

The BG against EMD shall be returned to all the Unsuccessful Bidders. In all cases, JIL'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, JIL shall reserve the right to short close the capacity lower than ___ MW at its discretion, if the prices are abruptly high.

SECTION 5: FORMATS FOR BID SUBMISSION

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

The following formats are required to be submitted as part of the RfP. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 3.8, 3.16, 3.19 of Section 3 and other submission requirements specified in the RfP.

- i) Format of Covering Letter (Format 5.1)
- ii) Format for Power of Attorney (Format 5.2)
- iii) Format for Earnest Money Deposit (EMD) (Format 5.3 A)
- iv) Format for Performance Bank Guarantee (Format 5.3 B)
- v) Format for Board Resolutions (Format 5.4)
- vi) Format for the Consortium Agreement (Format 5.5)
- vii) Format for Disclosure (Format 5.6)
- viii) Format for submission of Financial Bid (Formats 5.7)
- ix) Format of commitment to Financial Closure (Formats 5.8)
- x) Check List for Bank Guarantees (Annexure-A)
- xi) List of Banks (Annexure-B)
- xii) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-C)
- xiii) Terms & Conditions of Reverse Auction Procedure (Annexure-D)

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

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

FORMAT-5.1

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)

Fax#:

E-mail address#

**To,
General Manager
Jubilant Infrastructure Limited
(SEZ Developer), Plot No. 4 & 5,
Vilayat Industrial Estate,
Tal. Vagra – Dist.
Bharuch – 390012 Gujarat.**

Sub: Response to RfP No. JIL / ___ MW / Wind-Solar Hybrid dated XX/XX/2024 for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from ___MW grid connected Wind-Solar Hybrid Power Project.

Dear Sir/Madam,

We, the undersigned [Insert name of the 'Bidder'] have read, examined and understood in detail the RfP No. JIL / ___ MW / Wind-Solar Hybrid Project dated XX/XX/2024 & Addenda / Corrigenda thereto, if any including Qualification Requirements in particular, terms and conditions of the Draft PPA for supply of power to JIL for 25 years from SCOD of the project or date of full commissioning of the project, whichever is earlier, and hereby submit our response to RfP. We confirm that in response to the aforesaid RfP, neither we nor any of our Ultimate Parent Company / Parent Company / Affiliate / Group Company has submitted response to RfP other than this response to RfP, directly or indirectly, in response to the aforesaid RfP (as mentioned in Format 6.6 under Disclosure). We are submitting application for the development of our Wind Project at the following location(s):-

Sl. No.	Capacity (MW)	Location (Village, Taluka, Dist.)	CUF%	Sub-station Details	OEM & EPC Contractor / RE-Developer
01					
02					

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

(Note: 1. The bidder must ensure the project capacity mentioned is more than or equals to ____MW (Inter State)

Note 2. Bidders may indicate either single CUF % for the entire capacity of the Project.

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

1. We give our unconditional acceptance to the RfP dated XX/XX/2024, Draft PPA and Addenda & Corrigenda thereto, if any. In token of our acceptance to the RfP and PPA along with the amendments and clarifications issued by JIL, the same have been digitally signed by us and enclosed with the response to RfP. We shall ensure that the PPA is executed as per the provisions of the RfP, and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within 24 months from the date of execution of the PPA, failing which the provisions of relevant Sections of the RfP / relevant Articles of PPA shall be applicable.
2. We hereby declare that we have requisite OEM / EPC tie-up for Design, Engineering, Supply & Procurement, Construction, Operation & Maintenance, etc. for our proposed Wind-Solar Hybrid Project with M/s____, M/s_____and M/s _____ We further declare that we shall develop our proposed project from either of the aforesaid OEM / EPC Contractor / WTG or Solar PV module Manufacturer and we undertake not to change the same after our bid submission. (Note: *Since minimum 3 names are to be declared, but if more names are to be given then a separate list may be attached*).
3. Earnest Money Deposit (EMD): - (Please read clause 3.8 carefully before filling) We have enclosed EMD of Rs...../- (Insert Amount) in the form of Bank Guarantee No..... [Insert BG number] dated [Insert date of BG] as per Format 5.3A from [Insert name of bank providing BG] and valid up to.....in terms of clause 3.8 of this RfP. The total capacity of the Wind-Solar Hybrid Power Project offered by us is MW.
4. We hereby declare that in the event our Project gets selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the Project within stipulated time as mentioned in clause no 3.8, respectively on issue of LOI by JIL for the Project and/or we are not able to sign PPA with JIL within 1 month from date of issue of LOI or as intimated by JIL, JIL 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.
5. We have submitted our response to RfP strictly as per Section – 5 (Formats) of the RfP, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
6. We hereby declare that during the selection process, in the event our Project happens to be the last Project and JIL offers a capacity which is less than our quoted capacity due to overall bid capacity limit and such offered capacity is greater than or equal to 50% of our quoted capacity, we shall accept such offered capacity.
7. Acceptance: We hereby unconditionally and irrevocably agree and accept that the

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

decision made by JIL in respect of any matter regarding or arising out of the RfP shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

8. 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 RfP, execute the PPA in the event of our selection as Successful Bidder.
9. In case of our selection as the Successful Bidder and the Project being executed by a Special Purpose Vehicle (SPV) incorporated by us then we shall ensure that our shareholding in the SPV / Project Company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval of JIL. We shall infuse necessary equity to the requirements of RfP. Further, we will submit a Board Resolution prior to signing of PPA with JIL, committing total equity infusion in the SPV as per the provisions of RfP.
10. We hereby undertake that in the event of our project is selected; we shall be solely responsible for getting the connectivity within the period of SCOD of the Project. In the event of delay in commissioning, the provisions of clause 3.8 & 3.12 of the RfP / relevant Articles of PPA shall be applied. Further, the project shall not be considered as commissioned unless the connectivity with STU (STU) / CTU grid is established, requisite land is in our name and GEDA or Representatives / Agency authorized by JIL issues certificate of commissioning.
11. We are submitting our response to the RfP with formats duly signed as desired by you in the RfP online for your consideration.
12. It is confirmed that our response to the RfP is consistent with all the requirements of submission as stated in the RfP, including all clarifications and amendments and subsequent communications from JIL.
13. The information submitted in our response to the RfP 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 RfP.
14. 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 RfP).
15. Contact Person
Details of the representative to be contacted by JIL are furnished as underName:
Designation:
Company :
Address :
Phone Nos. :

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

Mobile Nos. :
Fax Nos. :
E-mail address:

16. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Successful Bidder's Event of Default under PPA and consequent provisions of PPA shall apply.

Dated the day of __, 2024

Thanking you,

Yours faithfully,

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

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

FORMAT- 5.2

(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 atand 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 ofand having its Registered /Head Office at as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of response to RfP No. JIL / ___ MW / Wind-Solar Hybrid project dated XX/XX/2024 and Addenda / Corrigenda thereto, if any.

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

- i) To submit on behalf of Consortium Members response to RfP.
- ii) To do any other act or submit any information and document related to the above response to RfP 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 ofunder 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)

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

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 RfP.

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

FORMAT- 5.3 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 RfP inter alia for selection of the Project of the cumulative capacity of MW [Insert cumulative Project capacity proposed] for Procurement of up to ___ MW of Power from grid- Connected Wind-Solar Hybrid Power Project for long term basis, in response to the RfP No. JIL / ___ MW/Wind-Solar Hybrid dated XX/XX/2024 and Addenda / Corrigenda thereto, if any issued by JIL and JIL considering such response to the RfP of[insert the name of the Bidder] as per the terms of the RfP, the[insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to JIL at Vadodara forthwith on demand in writing from JIL 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. _____ 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 clause 3.8 of this RfP] 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 clause 3.8 of this RfP]. JIL shall be entitled to invoke this Guarantee till..... [insert date of expiry of claim period in accordance with clause 3.8 of this RfP].

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

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 JIL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against JIL 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

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

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 JIL 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 JIL 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 JIL and may be assigned under intimation to us, in whole or in part, (whether absolutely or by way of security) by JIL to any entity to whom JIL is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. (Rs. only) and it shall remain in force until [Date to be inserted on the basis of Section 3.8 of this RFP]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if JIL serves upon us a written claim or demand.

Signature Name Power of Attorney No.

For

[Insert Name of the Bank] E-mail ID of the bank:

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

Notes:

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

Name of Bank – _RBL BANL_____

Bank Account No. – **409000957301**

IFSC Code - RATN0000100

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

FORMAT- 5.3 B

Format for Performance Guarantee for Wind-Solar Hybrid 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 RfP inter alia for selection of the Project of the capacity of MW, at[Insert name of the place] for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from ____ MW grid connected Wind-Solar Hybrid Power Project to be setup anywhere in India, in response to the RfP no. JIL / ____ MW / Wind-solar Hybrid dated XX/XX/2024 and Addenda / Corrigenda thereto, if any issued by Jubilant Infrastructure Limited (hereinafter referred to as JIL) and JIL considering such response to the RfP of[insert the name of the Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Wind-Solar Hybrid Power Project of the Successful Bidder and issuing Letter of Intent No ----- to(Insert Name of Successful Bidder) as per terms of RfP 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 RfP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to JIL at _____ on demand in writing from JIL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees ----- [Total Value derived on the basis of Rs. _____Lakh per MW of capacity awarded] only, on behalf of M/s _____ [Insert name of the Successful Bidder / SPV]

This guarantee shall be valid and binding on this Bank up to and including..... (date should be 6 months from SCOD) and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs..... only [Total Value derived on the basis of Rs. 20 Lakh per MW of capacity awarded].

Our Guarantee shall remain in force until..... (date should be 6 months from SCOD) and JIL shall be entitled to invoke this Guarantee till (date should be 1 month from date of validity i.e. 7 months from SCOD)

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

conditions and notwithstanding any objection by----- [Insert name of the Successful Bidder/ SPV] and/or any other person. The Guarantor Bank shall not require JIL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against JIL 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 JIL 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 JIL 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 JIL and may be assigned under intimation to us, in whole or in part, (whether absolutely or by way of security) by JIL to any entity to whom JIL is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs (Rs. only) and it shall remain in force until.....(date should be 6 months from SCOD) with claim period till (date should be 1 month from date of validity i.e. 7 months from SCOD)

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

Signature Name Power of Attorney No.

For

[Insert Name of the Bank]E-mail ID of the bank:
Banker's Stamp and Full Address. Dated this day of _, 20

Witness:

1.Signature

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

Name and Address

2 Signature

Name and Address

Notes:

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

Name of Bank – _____

Bank Account No. – _____

IFSC Code - _____

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

FORMAT-5.4

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 RfP vide RfP No. JIL / ___ MW / Wind-Solar Hybrid Power Project dated XX/XX/2024 and Addenda / Corrigenda thereto, if any for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from ___ MW grid connected Wind-Solar Hybrid Power Project to be setup anywhere in India, submission of all documents and providing information / response to RfP to JIL, representing us in all matters before JIL, and generally dealing with JIL 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 Net worth credentials of M/s _____ (Affiliate) for participating in JIL's RfP No. JIL / ___ MW / Wind (Phase V) dated /03/2024
- 4. FURTHER RESOLVED THAT** M/s__ (Affiliate) undertakes to contribute required equity funding and performance bank guarantees in case M/s _____ (Bidding Company) fails to do so in accordance with the RFP. (To be provided by the Affiliate whose net worth is used)

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

- 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)

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

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 LeadMember 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 RFP. [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 suchcase, the foreign entity shall submit an unqualified opinion issued by the legal counsel of suchforeign entity, stating that the Board resolutions are in compliance with the applicable laws ofthe respective jurisdictions of the issuing Company and the authorizations granted therein aretrue and valid.

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

FORMAT- 5.5

Format for Consortium Agreement

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

This Consortium Agreement (“Agreement”) executed on this day of Two thousand and _____ between M/s _____ [insert name of Lead Member], a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “Member-1”, which expression shall include its successors, executors and permitted assigns) and M/s _____, a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “Member-2”, which expression shall include its successors, executors and permitted assigns), M/s _____, a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “Member-n”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfP execution of Power Purchase Agreement (in case of award), against RfP No. JIL / ___ MW / Wind (Phase V) dated /03/2024 and Addenda / Corrigenda thereto, if any issued by JIL.

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 JIL desires to purchase power from ___ MW grid connected Wind-Solar Hybrid Power Project to be setup anywhere in India through Competitive Bidding Process.

WHEREAS, JIL had invited response to RfP vide its Request for Selection (RfP) No. JIL / ___ MW / Wind-Solar Hybrid dated XX/XX/2024

WHEREAS the RfP stipulates that in case response to RfP 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 JIL wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

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

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

- 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 COD.
- 6) The Lead Member, on behalf of the Consortium, shall interalia undertake full responsibility for liaising with the Lenders or through internal accruals and mobilizing debt resources for the Project and ensuring that the Successful Bidder achieves Financial Closure in terms of the PPA.
- 7) In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
- 8) Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
- 9) It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
- 10) This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at NOIDA 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 JIL in terms of the RFP.
- 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

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

contrary by JIL.

- 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 RfP.
- 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 JIL.
- 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 JIL.
- 16) All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfP 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:

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

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

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

FORMAT- 5.6

**Format for Disclosure
[On Stamp Paper duly notarized]**

Disclosure

We hereby declare and confirm that only we are participating in the RfP of JIL bearing RfP No. JIL / ___ MW / Wind-Solar Hybrid Power Project dated XX/XX/2024 and Addenda / Corrigenda thereto, if any, and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this Selection Process.

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

We further declare that we are complying with the requirements as per the referred Office Memorandum issued by Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD dated 23.07.2020, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this Format) in support of the above compliance under the RfP. We understand that in case of us being selected under this RfP, if any of the above certificates is found false, JIL 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 RfP will be rejected and if LOI has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be encashed and recoveries will be effected for the payments done.

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

Date:

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

ANNEXURE TO FORMAT- 5.6

**Declaration
Restriction on procurement from Certain Countries**

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

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

Date: Reference No:

From: (Insert name and address of Bidding

Company/ Lead Member of the Bidding

Consortium) Tel. #: Fax#:

E-mail address#

**To,
General Manager
Jubilant Infrastructure Limited
(SEZ Developer), Plot No. 4 & 5,
Vilayat Industrial Estate,
Tal. Vagra – Dist.
Bharuch – 390012 Gujarat.**

Sub: Response to RfP No. JIL / ____ MW / Wind-Solar hybrid dated XX/XX/2024 for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from ____ MW grid connected Wind-Solar Hybrid Power Project to be setup anywhere in India.

Dear Madam,

With reference to attached office memorandum order no. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of Finance, Govt. of India, I / We hereby submit the following declaration:-

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

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

I / We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Dated the day of, 2024

Thanking you,

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

Yours faithfully,

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

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

FORMAT- 5.7

Financial Proposal Covering Letter

**To,
General Manager
Jubilant Infrastructure Limited
(SEZ Developer), Plot No. 4 & 5,
Vilayat Industrial Estate,
Tal. Vagra – Dist.
Bharuch – 390012 Gujarat.**

Sub: Response to RfP No. JIL / ____ MW / Wind (Phase V) dated /03/2024 for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from ____ MW grid connected Wind-Solar Hybrid Power Project to be setup anywhere in India.

Dear Madam,

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

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to RfP 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 _____ 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- 5.8

**Format of Commitment to Financial Closure & Project Commissioning
[(On Stamp Paper duly notarized)]**

Commitment to Financial Closure

We hereby undertake in line with Clause 3.11 under the title “Financial Closure” that the following details shall be furnished within 07 (seven) months from the date of execution of PPA:-

- Evidence of achieving complete tie-up of Project Cost through internal accruals or through external Financing Agency

We further undertake that failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Bank Guarantee subject to detailed terms and conditions mentioned under the PPA and except when extension charges as per Clause 3.11 have been paid.

Commitment to Project Commissioning

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

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

Clearances -

- (i) No Objection Certificate / Environmental clearance (if applicable) for the Project.
- (ii) Forest Clearance (if applicable) for the land for the Project.
- (iii) Clearance from Airport Authority of India, if required
- (iv) Approval for Water from the concerned authority (if applicable) required for the Project.
- (v) No Objection Certificate from Ministry of Defense, if applicable
- (vi) Information about the wind turbines proposed to be installed in the project. (Note:

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

The technology adopted as per latest available RLMM list updated until SCOD of the Project).

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

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

Date:

Annexure – A: Check list for Bank Guarantees

Annexure – B: List of Banks

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

Annexure – D: Terms & Conditions of Reverse Auction

RFP FOR PROCUREMENT OF HYBRID RE POWER FROM GRID CONNECTED WIND-SOLAR HYBRID PROJECT

Annexure – E: Undertaking for scheduling and Forecasting

To,
General Manager
Jubilant Infrastructure Limited
(SEZ Developer), Plot No. 4 & 5,
Vilayat Industrial Estate,
Tal. Vagra – Dist.
Bharuch – 390012 Gujarat.

Sub: Response to RfP No. JIL / ___ MW / Wind (Phase V) dated /03/2024 for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from ___ MW grid connected Wind-Solar Hybrid Power Project to be setup anywhere in India.

Dear Madam,

We _____ hereby undertake that scheduling of power at both end, obtaining No Objection Certificates/ approvals & other Liaoning works with all concerned statutory and non-statutory agencies like DISCOM's, STU's, SLDC's and CTU under this RFP shall be done by M/s _____ during the term of contract.

Authorized Signatory

Name:

Designation

Name of the Firm/Consortium Address