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भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprises)

No. BSNLCO-EW/38(12)/1/2022-Elect works

Dated at New Delhi :- 23.08.2024

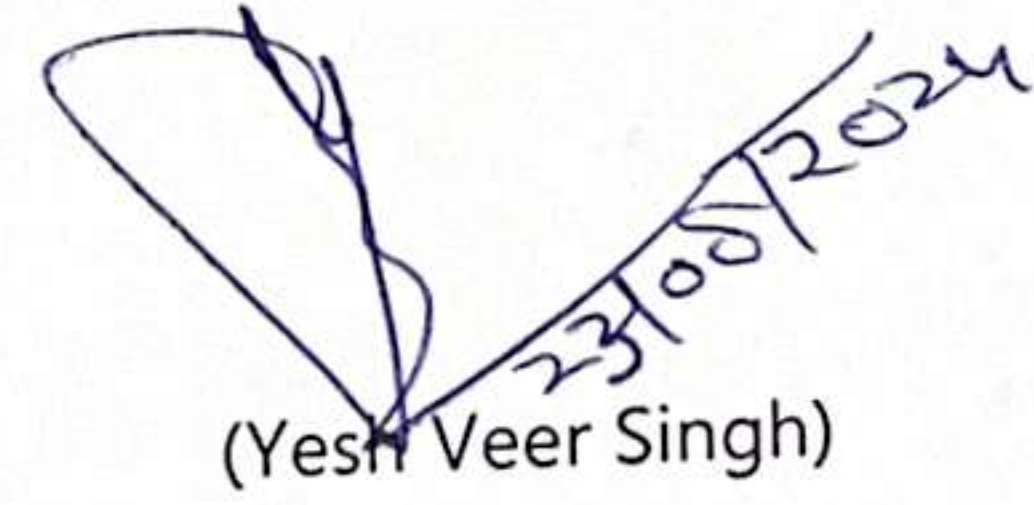
Notification

BSNL intends to set up Ground based Solar/Wind Energy plants in partnership with interested developers on its vacant land parcels spread across India for supplying energy to various BSNL buildings through Green Power Open Access route. A meet of interested parties is being organized with intent to inform about various land parcels identified for the purpose and explore the possibilities & models of partnership. A Request for Proposal shall be invited subsequent to feedback of the Developers meet.

All interested Renewable Energy Developers who are interested in participating in RFP for Development of Solar/Wind Energy Installations in partnership with BSNL are cordially invited to attend the Developers meet as per schedule below:

Date & Time	Venue
On 07.09.2024 at 15:00 Hrs	Conference Hall, 9 th Floor, BSNL Bhawan HC Mathur Lane, Janpath, New Delhi-110001

In case of any clarification please contact Yesh veer Singh (Mobile 8700600002) or through email pgmelect@gmail.com. The meeting can also be joined online through the web link <https://bsnl.webex.com/bsnl/j.php?MTID=mfd67b82cc68178ddd9ed2f90a33f6808>, Meeting number: 2511 625 9049, Password: 52F6e


(Yesh Veer Singh)

AGM (E)

Enclosure: Draft RFP document & Vacant land Details. Draft RFP and land details are for the purpose of discussion & feedback only and its contents may or may not be part of any future tender document.

Copy to:

1. The CMD, BSNL
2. Directors, BSNL
3. PGM Admin with request to book Conference hall.
4. CGM's, BSNL, All Circles
5. PCE/Sr. CE/CE (E)'s, BSNL, All Circles
6. Sr. GM CIT for making IT systems available for the meeting.
7. BCG Group

Regd & Corporate Office: Bharat Sanchar Bhawan , H.C. Mathur Lane, Janpath, New Delhi-110001
CIN No.U74899DL2000GO1107739
Website: www.bsnl.co.in

SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1 Background & Introduction

1.1: Tender is being called for group captive power generation where BSNL intends to purchase power from the group power generating partner / SPV company where BSNL will have 27% stake and power so generated will be fed to the grid and will be later used in various BSNL locations through DISCOM.

1.2 The partner ship/SPV company will produce the renewable power energy through Solar/Wind or any combination of RE method and shall transport generated power to grid/ point permitted by Government.

1.3 The land for the project will be provided to bidder as is where is basis . The bidder is required to carry out all the activities i/c but not limited to preparing the land , supply & erect RE equipment , arranging all the approval from the authority concerned , erection of transmission line upto power feeding point for grid , metering arrangement , necessary fees payment and coordination for grid power supply .

1.4 BSNL will obtain electricity from the DISCOM so fed into grid for its self use , All the charges will be paid by BSNL after grid i/c wheeling charges etc.

1.5 The Land shall remain property of BSNL like any other RESCO model tender. However any incentive of OPEX like carbon credit may be apportioned on basis of equity . However if any capex incentive is obtained it shall be in credit of bidder only.

1.6 The commitment or full power purchase shall be for 25 year and BSNL would have right to use power for self or to sell to other / subsidiary company/DISCOM at its own discretion. After a period of 25 year bidder will be able to dispose of material at his own end and take full credit for the same.

1.7 No separate Central Financial Assistance is envisaged for implementation of the Projects selected under project. However bidder is free to avail subsidy on its own without BSNL intervention.

1.8 Bidder has to quote below notional tariff at grid. The notional price will be Rs 5.10 per unit. Per unit (Kwh) above Rs 5.10 will not be considered responsive . The tariff will be fixed for full duration of contract..

1.9 The unit charges will be paid to bidder on monthly basis which shall be 100% credited to bidder.

2 Invitation for Bids

2.1 A Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the Tender Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of this Tender . The respective rights of BSNL the Bidder/PD shall be governed by the tender documents/Agreement signed between BSNL and PD for the Project.

2.2 Interested bidders have to necessarily register themselves on the tender portal to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal..

2.3 Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on Portal

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

purpose mentioned herein.

2.5 Tender documents can be downloaded from the CPP portal or from BSNL's website. It is mandatory to download official copy of the Tender Document from Electronic Tender Portal to participate in the Tender . Any amendment(s)/corrigendum(s)/clarification(s) with respect to this Tender shall be uploaded on CPP website. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned website. The same may also be uploaded on BSNL website also. However, in case of any discrepancy, the information available on CPP website shall prevail.

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

2.7 BSNL has issued this Tender in the capacity of " Group captive power Producer" as defined in the aforementioned Guidelines. BSNL may develop a suitable monitoring mechanism, to analyze the performance of the project and carry out random checks to verify compliance of quality standards.

2.8 INTERPRETATIONS

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

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

3 Scope of Work

3.1 Under this Tender , the Wind/Solar Power Developer shall be required to set up ISTS-connected RE Power Projects, including the transmission network up to the Interconnection/ Delivery Point with the primary objective of supplying wind power to BSNL, at its own cost and as per the provisions of the Tender and PPA.

3.2 Land shall be provided by BSNL without any cost, installation and ownership of the Project, along with obtaining connectivity and necessary approvals and interconnection with the ISTS network/STU or InSTS network (as applicable) for supply of power to BSNL, will be under the scope of the PD. For the purpose of STU interconnection, PD may install the Project in the same State where the Buying Entity is located.

3.3 The Projects to be selected under this scheme provide for deployment of Solar /Wind Power Technology. However, the selection of Projects would be technology agnostic.

4 Total capacity offered

Selection of Solar / Wind Power Projects for a capacity has to be decided by bidder to provide maximum power to BSNL for sole consumption at the land provided by BSNL

Maximum Eligibility for Contracted Capacity Allocation for a Bidder is 25MW.

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

5.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a in one or more land parcel in the prescribed formats. The Contracted Capacity of annual energy may be quoted in decimal values, up to two one decimal places. In case the quoted bid capacity contains more than 1 decimal places, the bid capacity will be considered up to one decimal places and the digits after one decimal places will be removed.

For eg., if a bidder quotes the bid capacity of 10.548 MWh, then the bid capacity that will be considered for the purpose of bid evaluation will be 10.5 MWh.

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

5.2 The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to 25 MWh or eligible capacity.

5.3 The evaluation of bids shall be carried out as described in Section-5 of the Tender . The methodology for allocation of Projects is elaborated in Section-5 of the Tender .

5.4 Subject to the exception as per Clause 5.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

5.5.0 Resolution of Clarifications/Exceptions/Deviations to tender terms, Conditions & Specifications.

5.5.1 BSNL has to finalize its purchase within a limited time schedule. Therefore, it may not be feasible for BSNL to seek clarifications in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to BSNL's terms, conditions and bid evaluation criteria of the tender, for avoiding rejection of their offers.

5.5.2 Pre Bid Conference: In order to avoid clarification/confirmation after opening of bids, wherever specifically mentioned in NIT, Pre-bid conference shall be held so as to provide an opportunity to the participating bidders to interact with BSNL with regard to various tender provisions/tender specifications, before the bids are submitted. The pre-bid queries shall be restricted to Technical specifications, scope of work, Technical BEC, special conditions of contract and completion period only and that no queries whatsoever shall be entertained on provisions of GCC (Part II of Volume I) and other standard provisions/proforma/ format of the tender document.

5.5.3 Bidders are advised to download the tender documents well in advance prior to the pre-bid conference date. Failure to attend pre bid conference does not restrict the bidder from submitting the bid.

5.5.4 After pre-bid conference, the specifications & other tender conditions will be frozen. No change in specifications and tender conditions will be permissible after bid opening. All the bidders must ensure that their bid is complete in all respects and conforms to tender terms and conditions, BEC and the tender specifications in toto failing which their bids are liable to be rejected without seeking any clarifications on any exception/deviation taken by the bidder in their bid.

5.5.5 The bidders meeting following requirement shall only be considered for attending the prebid conference.

The bidders who are in the business of providing similar Services as per tender requirement only shall be allowed to participate in Pre-Bid conference.

Accordingly, an undertaking in the prescribed format as per Appendix-PBC shall be submitted by the bidder along-with Pre Bid queries within prescribed date. Failing which the bidder shall not be allowed to attend pre-bid conference.

Bidders should depute their employees (preferably) who are competent to present their queries in the Pre-Bid Conference.

Only those bidders who have submitted queries within prescribed date shall be allowed to attend PBC.

While submitting Pre Bid queries, bidder(s) shall be required to provide details (Name, Designation, mobile no.

etc.) of its representative, who will attend PBC and those person(s) only will be permitted to attend the pre-bid conference.

The maximum number of persons that would be permitted per bidder for participation in pre-bid conference shall be Four (4).

5.5.6 No further clarification of the bidding documents shall be entertained subsequent to prebid conference.

5.5.7 Bidder to ensure that after award of Work and during execution, the Contractor shall not seek to alter any agreed contractual terms, conditions & Specifications.

5.5.8 Non-attendance of the Pre-bid conference shall not be a cause for disqualification of the bidder.

5.5.9 Any modification to the Bidding Documents listed in Clause 2.0 above, which may become necessary as a result of the pre-bid meeting, shall be made by BSNL exclusively through the issuance of an amendment pursuant to Clause 8.0 of Part-I of the Bidding Documents and not through the minutes of the pre-bid meeting.

5.5.10 If exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected outright.

BSNL expects bidders to confirm compliance to tender terms and conditions and specifications, failing which the bids are liable to be rejected. Hence all bidders in their own interest are advised to submit their bids complete in all respects conforming to all terms and conditions of the bid document.

Bids shall be evaluated based on the information / documents available in the bid. Hence bidders are advised to ensure that they submit appropriate and relevant supporting documentation along with their proposal in the first instance itself. Bids not complying the requirements of bid documents will be rejected without any further opportunity.

6 Project Location

6.1 The Projects shall be located at the locations given by BSNL land parcel free of cost. However, Project location should be chosen taking cognizance of the provisions as per Clause 7 of the Tender .

6.2 The term “Project” shall have the meaning as defined in Section-6 of the Tender , and shall refer to the Project capacity as quoted by the Bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA).

6.3 The PDs are free to change the Delivery Point up to the deadline for Financial Closure as per Clause 22.

a. In this regard, any change in Delivery Point from the one mentioned in the Covering Letter at the time of bid submission shall be allowed till the deadline to apply for connectivity, without any condition.

b. Subsequent to deadline to apply for connectivity, any change in Delivery Point shall be allowed by BSNL only in case the scheduled commissioning date of the ISTS- substation of the proposed revised Delivery Point is on or before the scheduled commissioning date of the existing Delivery Point of the Project, at the time of seeking approval from BSNL by the PD. In this case, the PD will be required to apply for connectivity at the proposed substation within 7 working days of intimation of approval for the same by BSNL.

In case the PD fails to obtain connectivity on account of reasons attributable to it, including but not limited to failure to apply for connectivity within the above deadline, the PD will not be eligible for corresponding extension in the timelines for meeting the Project milestones and for any relief under change in law provisions, and the same will be borne by the PROJECT DEVELOPER.

7 Connectivity with the Grid

7.1 The Project should be designed for interconnection with the ISTS/InSTS in accordance with the prevailing CERC/SERC regulations in this regard. In case the Buying Entity is located in the same State where the Project is located, the PROJECT DEVELOPER may choose to interconnect the Project at the STU/InSTS substation at a minimum voltage level as per the applicable State regulations. The relevant provisions of the Tender , PPA and PSA documents referring to ISTS Substations as the Delivery Point shall also mean STU/InSTS substations or any

point approved , wherever applicable. Similarly, reference to CEA regulations with respect to connectivity and synchronization with the grid will also mean reference to the applicable SERC/State Government regulations for InSTS-connected Projects. For interconnection with the grid and metering, the PROJECT DEVELOPER shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage level for interconnection at the ISTS shall be 220 kV.

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

7.3 The arrangement of connectivity can be made by the PROJECT DEVELOPER through a transmission line up to the Interconnection Point. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/ Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the PROJECT DEVELOPER.

7.4 The PROJECT DEVELOPER shall be required to follow the Detailed Procedure as issued by CERC/CTU under the General Network Access under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022. The WTGs and Wind Project shall comply with all the technical requirements specified under Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, including subsequent amendment and clarifications issued thereto, as well as other Rules/Regulations issued by CERC/CEA and as amended from time to time. It is further clarified that the Entities (PROJECT DEVELOPER and Buying Entity) as indicated in the procedure issued under the above Rules/Regulations, will be responsible for their respective obligation as notified in the procedure, irrespective of the provisions of the Tender , PPA and PSA. The Projects shall also comply with the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, including subsequent amendments and clarifications issued thereto.

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

- i. Existing substations having available margin as indicated by the respective substation owner.
- ii. Existing substations/ substations under construction where augmentation is under process or plans for augmentation have been announced.
- iii. Substations approved under the updated plan made available by the CTU on its website, <https://www.ctuil.in/renewable-energy>, subject to availability of requisite margin for grant of connectivity.
- iv. Substations identified for RE capacity under para 3, 4, 5, and 9 of ‘Transmission System for Integration RE Capacity by 2030’ published by CEA on its website, https://cea.nic.in/wp-content/uploads/pspa_i/2022/12/CEA_Tx_Plan_for_500GW_Non_fossil_capacity_by_2030.pdf, including subsequent revision therein from time-to-time.
- v. The substation being chosen in line with Sl. i, ii, iii, and iv above, should have a scheduled commissioning date on or before ~~30th June, 2028~~ project completion date. The Bidder is required to provide the proof in this

regard at the time of bid submission, as part of Format 7.1 of the Tender .

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

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

- i. Acceptance of such an arrangement by CTU/ RLDC.**
- ii. Energy injected by each Project will be recorded and jointly signed by respective PROJECT DEVELOPERS and copies of the same will be submitted to BSNL/CTU as required.**
- iii. The energy accounts are divided and clearly demarcated for the power supplied by the Project and are issued by the STU/SLDC/RLDC/ RPC concerned.**
- iv. In case of Pooling substation, losses in the transmission line between the Pooling substation and the ISTS substation, shall be apportioned among the PROJECT DEVELOPERS who share such a Pooling arrangement, based on their monthly generation.**

7.7 The PROJECT DEVELOPER shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity. The scheduling of power from the Project as per the applicable regulation shall be the responsibility of the PROJECT DEVELOPER and any financial implication on account thereof shall be borne by the PROJECT DEVELOPER. In order to remove potential discrepancies and ambiguities, the PROJECT DEVELOPERS are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Buying Entity/Discom, as per the Regulations in force, under intimation to BSNL. BSNL may facilitate in identification of any discrepancy and assist the PROJECT DEVELOPER for its early rectification without any liability on BSNL. The PROJECT DEVELOPER shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

7.8 Reactive power charges and charges against power drawn from grid as per CERC/SERC regulations, shall be payable by PROJECT DEVELOPER as per provisions of PPA. Metering arrangement for the Project shall have to be adhered to in line with relevant provisions of the PPA

7.9 Pursuant to Clause 7.6 above, the Buying Entity will be responsible for obtaining General Network Access (GNA), and shall bear all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawl point.

7.10 The PROJECT DEVELOPERS will be required to apply for connectivity at the identified substation, as mentioned in the Covering Letter (Format 7.1), within 30 days from the Effective Date of PPA, and shall furnish copies of the application, complete in all respect, to BSNL within 15 days of date of filing of application. PROJECT DEVELOPER shall also have to provide the copy of in- principle grant of connectivity, final grant of connectivity, connectivity agreement within 15 days of issuance of letter by CTU / signing of connectivity agreement, as the case may be, to BSNL.

7.11 The PROJECT DEVELOPER has to follow the timelines mentioned in the GNA regulation with respect to Connectivity. In case the connectivity gets revoked due to non-compliance of PROJECT DEVELOPER, in such case the capacity may not be off-taken and PROJECT DEVELOPER will keep BSNL/Buying Entity indemnified from any losses; further, the PROJECT DEVELOPER shall be liable for any penalty for non-performance as specified in the Tender /PPA.

After fulfilling the compliances, in case the PROJECT DEVELOPER fails to obtain the full/part connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the PROJECT DEVELOPER to

BSNL. In such case the PROJECT DEVELOPER will be allowed for another 30 days to apply for connectivity from the date of rejection by the CTU.

8 Energy Supply by the Wind/solar Power Developer

8.1 Criteria for Energy Supply

The Bidders will declare the annual energy supplied to **BSNL in MWh** of the individual land site for which bid is made. Projects at the time of submission of response to Tender in the Covering Letter as per Format 7.1, and the PROJECT DEVELOPERS will be allowed to revise the same once within first three years after the commencement of power supply from full Project Capacity. The revised **supplied units** shall be greater than the **energy unit supply** initially quoted by the Bidder. Thereafter, **the unit** for the Project shall remain unchanged for the entire term of the PPA. The declared/revised annual **Units** shall in no case be less than **quoted in bid**. The PROJECT DEVELOPER shall maintain energy supply so as to achieve annual **energy** not less than 80% of the declared/revised value and not more than 120% of the declared/revised CUF value, during the PPA duration of 25 years. The lower limit will, however, be relaxable by BSNL to the extent of non-supply on account of Force Majeure identified under the PPA with BSNL, affecting supply of power by the PROJECT DEVELOPER.

For the first year of operation of the Project, the annual CUF shall be calculated for the complete year after commencement of power supply from the Project. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year. Similarly, for the last year of operation of the Project, the annual CUF shall be calculated for the complete calendar year before the expiry of the PPA.

The PROJECT DEVELOPERS are free to install additional wind turbines/SPV in the Projects, subject to the following conditions:

- a. Details of the overall Project configuration, including details of additional capacity that PROJECT DEVELOPER is proposing to install in the Project, must be provided within 30 days of issuance of LoA.
- b. Excess generation on account of the above additional installed capacity shall be treated in line with provisions of Article 4.4.2 of the PPA.
- c. The PROJECT DEVELOPER will undertake that such installed capacity over & above the contracted capacity would not cause any disturbance in the grid system, at no instance, power more than the contracted capacity under the PPA would be injected into the grid, and they will always comply with the terms of the PPA in this regard. This undertaking will be submitted to BSNL/CTU, to be intimated by BSNL at the time of commencement of power supply from the project.
- d. With Connectivity to the ISTS being a technical requirement, the PROJECT DEVELOPER should inform the entire capacity that is proposed to be installed along with all the data/models (individual as well as aggregated) to CTU/GRID-INDIA.
- e. All the Wind Turbine Generators (WTGs) shall comply with all the technical requirements specified in CEA "Technical Standards for Connectivity to the Grid, 2007" and subsequent amendments.
- f. At all-times, the PROJECT DEVELOPER shall have to follow the applicable Indian Electricity Grid Code/Rules/Regulation/Procedures issued by MoP/CEA/CERC/CTU/GRID-INDIA for all WTGs, including additional WTGs, installed under the Project.
- g. As specified in CERC approved "Procedure for Implementation of the Framework on Forecasting, Scheduling and Imbalance Handling for Renewable Energy (RE) Generating Stations including Power Parks based on Wind and Solar at Inter-State Level", each single WTG level data shall be provided by PROJECT DEVELOPER to CTU/GRID-INDIA, for all the turbines installed in the Project.
- h. PROJECT DEVELOPER would be permitted Connectivity as per the applications to CTU. In case of

installation of any excess capacity beyond the quantum for which Connectivity has been sought, the PROJECT DEVELOPER would be required to capture all details of the same in their application formats as per the Connectivity procedure. It shall be ensured that such excess capacity added, fully complies with CEA (Technical Standards for connectivity to the Grid) Regulations 2007 (as amended) and all mandated documents/test reports shall be furnished in support of above.

i. This additional installation of WTG/S{Vs is a prerogative of the PROJECT DEVELOPER to utilize their AC infrastructure optimally. Financial implications of applicability of relevant provisions of the PPA, i.e. Liquidated Damages, relief on account of Change in Law, etc. will be governed by the Contracted Capacity only.

8.2 Shortfall in Energy Supply

If for any Contract Year, it is found that the PROJECT DEVELOPER has not been able to supply minimum energy corresponding to the value of annual CUF/Committed units within the permissible lower limit of CUF declared by the PROJECT DEVELOPER, on account of reasons primarily attributable to the PROJECT DEVELOPER, such shortfall shall be dealt as per the applicable provisions of the PPA.

If for any Contract Year, it is found that the PROJECT DEVELOPER has not been able to supply minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the PROJECT DEVELOPER, on account of reasons primarily attributable to the PROJECT DEVELOPER, such shortfall shall be dealt as per the applicable provisions of the PPA.

9 Commencement of Power Supply

The PROJECT DEVELOPER shall commission the Project in line with the provisions of the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time. In line with this regulation, the PROJECT DEVELOPER proposing the Project, or its part, for commissioning shall give to BSNL and the Buying Entity a preliminary notice not later than 90 days prior and advance notice not later than 30 days prior to the proposed commissioning date. Further, the PROJECT DEVELOPER shall also give a notice of not less than seven (7) days, for trial run or repeat of trial run, to the concerned RLDC, Buying Entity(ies), and BSNL. However, in case the repeat trial run is to take place within 48 hours of the failed trial run, fresh notice shall not be required. The PROJECT DEVELOPER shall be required to obtain NOC from BSNL prior to sale of infirm power to any third party prior to declaration of COD. However, in case the Buying Entity is ready to offtake that infirm power as per regulations prior to declaration of COD then such infirm power shall be scheduled to the Buying Entity in line with Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023. In case the infirm power is off-taken by Buying Entity, then such power shall be purchased at the Applicable Tariff (as per Article 9.1 of PPA). In case Buying Entity does not consent to purchase such infirm power, the right of refusal shall then vest with BSNL.

The PROJECT DEVELOPER shall submit requisite documents as mentioned below, at least 30 days prior to trial run of the Project –

- i. Intimation regarding the timeline for commencement of supply of power from the Project.
- ii. Copy of CON-4 report submitted to CTU.
- iii. CEI/CEIG (as applicable) report containing approval for all the components, including WTGs, inverters, transformers, Transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the PROJECT DEVELOPER to obtain the certificate.
- iv. Approval of Metering arrangement/scheme from CTU/GRID-INDIA/ any other concerned authority as applicable
- v. Plant Layout, Plant (AC & DC) SLD
- vi. Affidavit certifying that the PROJECT DEVELOPER has obtained all the necessary approvals for commencement of power supply from the Project, and indemnifying BSNL against any discrepancies in the above details.
- vii. Affidavit from the PROJECT DEVELOPER certifying possession of land identified for the Project, bearing the

details of such land parcels where Project is located, and indemnifying BSNL against any discrepancies in the above details.

viii. Documents to establish the compliance of technical requirement as per PPA/Tender .

ix. Invoices against purchase of the SPV/WTGs, Inverters/PCUs, WMS, and SCADA along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of WTGs and inverters at site along with certified summary sheet by the authorized signatory.

x. In addition to the above, the PROJECT DEVELOPER shall provide coordinates of SPV/WTGs, details of storage systems (if any), RLMM certificates, insurance documents of Project, online monitoring facility as stated vide Clause 7, Annexure-B, of the Tender .

It is clarified that BSNL shall bear no responsibility in declaration of commissioning/COD of the Project. However, on the basis of above documents, the PROJECT DEVELOPER shall be required to obtain No-objection certificate (NOC) from BSNL prior to declaration of commissioning/COD of the Project.

BSNL's scope will be limited to verifying the installation of rated capacity(ies) of the Project as per the COD certificate submitted by the PROJECT DEVELOPER. This verification will be at BSNL's discretion and shall not constitute any certification/confirmation of commissioning/COD of the Project by BSNL. Prior to declaration of commencement of power supply, the PROJECT DEVELOPER shall submit COD certificate for the corresponding Installed Capacity to BSNL as part of the requisite documents.

The date of onset of commercial off-take of power by BSNL/Buying Entity shall be determined as the date of commencement of power supply under the Tender /PPA.

9.1 Part Commencement of Supply of Power

Part Commencement of supply of power from the Project shall be accepted by BSNL subject to the condition that the minimum capacity for acceptance of first part shall be 50% of Project Capacity or 5 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power. However, in case of an ISTS-connected Project, first part for acceptance of commencement of supply of power shall be at least 5 MW. The projects can further commence supply of power in parts of at least 10 MW capacity; with last part as the balance capacity.

However, the SCSD will not get altered due to part commencement of supply of power. Irrespective of dates of part or full commencement of supply of power, the PPA will remain in force for the period specified in the PPA.

9.2 Commencement of Supply schedule and Penalty for Delay in Commencement of Supply

i. The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project Capacity shall be the date as on 24 months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.01.2024, then SCSD shall be 07.01.2026).

ii. The maximum time period allowed for commencement of supply of power supply from the full Project Capacity with applicable penalty, shall be limited to the date as on 6 months from the SCSD or the extended SCSD (if applicable).

iii. In case of delay in commencement of supply of power beyond the SCSD until the date as per Clause 9.2.b above, as part of the penalty, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the Contracted Capacity that has not commenced supply of power. For example, in case of a Project of 240 MW capacity, if commencement of power supply from 100 MW capacity is delayed by 18 days beyond the SCSD, then the penalty shall be calculated as: $PBG \text{ amount} \times (100/240) \times (18/180)$. For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days.

iv. For delay in commencement of power supply beyond the date as per Clause 9.2.b above, the Contracted Capacity shall stand reduced to the Project capacity that has commenced supply of power until the date as per Clause 9.2.b.above, and PPA for the balance Contracted Capacity will stand terminated. Also, the PBG corresponding to the capacity which has not started commencement of power until the date as per Clause 9.2.ii above, shall be encashed on pro-rata basis.

10 Delay in Commencement of power supply on Account of Delay in GNA Operationalization

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

- i. The PROJECT DEVELOPER has complied with the complete application formalities as per Clause 7.5 above and as per the Detailed Procedure as issued by the CTU,
- ii. The PROJECT DEVELOPER has adhered to the applicable regulations/procedures in this regard as notified by the CERC/CEA, and
- iii. The delay in Start Date of connectivity/GNA by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the PROJECT DEVELOPER;

The above shall be treated as delays beyond the control of the PROJECT DEVELOPER and SCSD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and Start Date of Connectivity of the Project. Decision on requisite extension on account of the above factor shall be taken by BSNL.

In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control of the PROJECT DEVELOPER, BSNL may extend the SCSD after examining the issue on a case-to-case basis.

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

11 Early Commencement of Supply of Power

The PROJECT DEVELOPER shall be permitted for commencement of supply of power from full as well as part capacity of the Project even prior to the SCSD, subject to availability of transmission connectivity and General Network Access (GNA). Early commencement of power supply from the Project will be allowed solely at the risk and cost of the PROJECT DEVELOPER. In cases of early part or full commencement of supply of power, the PROJECT DEVELOPER shall give fifteen (15) days advance notice to both Buying Entity and BSNL regarding the advance commissioning of full or part capacity. Buying Entity and BSNL shall give acceptance for availing such power within 15 days from the date of service of such notice. In case,

Both the Buying Entity and BSNL do not give their acceptance to purchase power within the above stipulated period, the PROJECT DEVELOPER can sell the power to the extent not accepted by the Buying Entity and BSNL in the power exchanges or through bilateral arrangements until SCSD or the date of commencement of procurement of power from the Project as notified by BSNL, whichever is earlier.

Provided that in case both the Buying Entity and BSNL give their acceptance to purchase of power, the Buying Entity will be accorded priority in availing such power. In case the designated Buying Entity does not give its acceptance, then BSNL can offtake such power directly or designate another potential buyer/entity to offtake such power.

In case BSNL/Buying Entity agrees to purchase power from such early part/full Contracted Capacity prior to SCSD, such power will be purchased by BSNL at the PPA tariff and sold to the Buying Entity at the PSA tariff and other terms and conditions of power procurement may be in reference of the PPA & PSA on back-to-back basis

SECTION 3. STANDARD CONDITIONS OF CONTRACT

12 Obtaining Tender Documents

Interested bidders have to download the official copy of Tender & other documents after login into the CPP portal by using the Login ID .The bidder shall be eligible to submit/ upload the bid document only after logging into the CPP portal and downloading the official copy of Tender .

13 Cost of Documents & Bid Processing Fees

Prospective Bidders are required to submit their Project proposals in response to this Tender document along with a non-refundable Cost of Tender document as mentioned in the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. Payments against Cost of Tender document and Bid Processing Fee shall be done only through NEFT/RTGS (electronic transfer), and the Bidder shall submit the transaction receipt, as part of the online bid submission.

The bank details of BSNL is mentioned below:. Upon making the necessary payments, the prospective Bidders shall immediately write to BSNL (by emailing to @BSNL.co.in), providing the payment details along with name and registered address of the Bidder (with GSTIN of the paying entity),

Bids submitted without cost of the Tender document and/or Bid Processing Fee and/or Bank Guarantee/Payment on Order Instrument against EMD (including partial submission of any one of the respective amounts), may be liable for rejection by BSNL.

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

14 Project Scope & Technology Selection

Under this Tender , the PROJECT DEVELOPER shall set up the Project including the transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance to the provisions of this Tender document. All approvals, permits and clearances required for setting up of the Project and/or transmission network up to the Interconnection/ Delivery Point (along with connectivity), including those required from State Government and local bodies, shall be in the scope of the PROJECT DEVELOPER. The Projects to be selected under this scheme provide for deployment of Wind Power/SPV Technology. However, the selection of Projects would be technology agnostic.

15 Not Used.

16 Clearances Required from the State Government and Other Local Bodies

The Wind /SPV Power Developers are required to obtain all necessary clearances and permits as required for setting up the Projects, including but not limited to the following:

- a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
- b. Forest Clearance (if applicable) for the land for the Project.
- c. PROJECT DEVELOPERS are advised to apply for necessary MoD clearances for all WTG/SPV s proposed to be installed in Project, within 90 days of Effective Date of PPAs or 30 days from the date of possession of the land identified for the Project, whichever is later, and forward the copies of application to BSNL within 07 days of filing the applications.
- d. In case of Projects being set up in the States of Gujarat & Rajasthan, the PROJECT DEVELOPER shall abide by applicable Supreme Court Orders and MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof.
- e. Any other clearances as may be legally required, in order to establish and operate the Project.

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

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

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

17 Earnest Money Deposit (EMD)

Earnest Money Deposit (EMD) as mentioned per Project in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes. Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this Tender .

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

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the EMD shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

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

17.3 Forfeiture of EMD: The BG towards EMD shall be encashed by BSNL in following cases:

- a. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- b. In case, BSNL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 21 of the Tender or does not execute the PPA within the stipulated time period;
- c. If after issuance of LoA, it is found that the documents furnished by the bidders as part of response to Tender are misleading or misrepresented in any way;
- d. If the bidder fails to furnish required Performance Bank Guarantee/POI in accordance with Clause 18 of the Tender .

The term “Bank Guarantee (BG) towards/ against EMD” occurring in the Tender shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD”.

18 Performance Bank Guarantee (PBG)

The Successful Bidder shall submit Performance Guarantee for a value as given in annexure. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3C with a validity period up to (& including) the date as on 12 months after the SCSD of the Project. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by BSNL to the successful Bidder. It may be noted that PPA will be signed only upon successful verification of the PBG submitted by the PROJECT DEVELOPER. Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this Tender . Prior to signing of PPA, in case of any shortfall in validity of the PBG, the same will be acceptable, subject to the condition that the PBG validity is enhanced by the PROJECT DEVELOPER prior to expiry of validity of the PBG.

18.1 All Performance Bank Guarantees (PBGs) shall be submitted separately for each Project.

The PBGs are required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/ utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder at an earlier date, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of PPA, subject to submission of Board Resolution from the Successful Bidder to transfer the project to its SPV and Board Resolution from the SPV accepting the said Project from the Successful Bidder.

18.2 The PROJECT DEVELOPER shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through a SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 39.3 of the Tender .

18.3 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD)/ 7.3 C (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.

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

18.5 The Successful Bidder is required to sign PPA with BSNL within the timeline as stipulated in Clause 21 of the Tender . In case, BSNL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 21 of the Tender , or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by BSNL from the Bank Guarantee available with BSNL (i.e. EMD or PBG) as penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect. It is further clarified that the Penalties are genuine pre-estimate and Bidder/PROJECT DEVELOPER agrees that in case of invocation of BG, BSNL is under no obligation to produce any estimate of loss in this regard.

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

18.7 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/PROJECT DEVELOPERS. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank to BSNL.

18.8 After the bidding process is over, BSNL shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction (e- RA). The Bank Guarantees towards EMD of the Successful Bidders shall be released subsequent to submission of PBGs by them to BSNL. The PBG of PROJECT DEVELOPERS shall be returned to them, immediately after successful commencement of supply of power from the full Project Capacity/ capacity finally accepted by BSNL, as per Terms of PPA, after taking into account any penalties due to delays in commencement of power supply beyond the SCSD as per Clause 9 and 10 of the Tender .

The term “Performance Bank Guarantee (PBG)” occurring in the Tender shall be read as “Performance Bank Guarantee” (PBG)/Payment on Order Instrument (POI)”.

19 Deleted

20. Deleted

21 Power Purchase Agreement (PPA)

21.1 BSNL shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this Tender . A copy of standard PPA to be executed between BSNL and the selected PROJECT DEVELOPER is Attached . The PPA signing date will be intimated by BSNL subsequent to issuance of Letter of Award (LoA). PPA will be executed between BSNL and selected bidder or its SPV separately for each Project.

Note: PPA will be executed between BSNL and the PROJECT DEVELOPER as per the breakup of the cumulative Contracted Capacity awarded to the Bidder. The Bidder shall provide the project breakup for the cumulative contracted capacity quoted, in the Covering Letter (Format 7.1), and this breakup may be changed by the PROJECT DEVELOPER subsequent to issuance of LoA up to the date as on 30 days from issuance of LoA. For example, if the Bidder has been issued a single LoA for a cumulative capacity of 20 MW, the Successful Bidder may choose to split the 20 MW into more than one Project (2 x 10 MW, for example), within the above deadline.

Further, at the time of bid submission, for each Project, the bidder shall provide a tentative hourly generation profile for a representative day for each month in a single year, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA, as per Appendix-I and II of the Covering Letter (Format-7.1). Delay in meeting the PPA timelines on account of changes in the Project parameters from the data as submitted in the Covering Letter (Format 7.1), shall be at the risk and cost of the Successful Bidder. The PPA(s) will be signed after signing of PSA(s) for the respective Project(s). **It is optional**

The PROJECT DEVELOPER shall submit a detailed completion Schedule for the Project prior to the signing of PPA. Broad details to be captured in the Schedule are the land procurement, grid connectivity; order, supply and erection status of various Project components; financial arrangement/ tie up etc. The PROJECT DEVELOPER shall also submit the progress report to BSNL in a form acceptable to BSNL and shall contain percentage completion achieved compared with the planned percentage completion for each activity, and any such other information as required by BSNL.

21.2 The PPAs shall be valid for a period of 25 years from the SCSD. The PROJECT DEVELOPERS are free to rate their projects after expiry of the 25 years of PPA period if other conditions such as land lease etc., permit. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the PROJECT DEVELOPER, Buying Entity and BSNL, as the case may be, as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 25 years. OR after 25 year power developer is free to take out their installed equipment.

21.3 The Performance Bank Guarantee as per Clause 18 above and Success Charges as per Clause 19 above, shall be submitted by the PROJECT DEVELOPER prior to signing of PPA. Before signing of PPA between BSNL and the PROJECT DEVELOPERS, BSNL will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the PROJECT DEVELOPERS are false / misleading or misrepresented in any way, then the provisions contained in this Tender will be applicable.

21.4 Successful Bidders will have to submit the required documents for PPA signing to BSNL within 70 days from the issue of LoA or 30 days prior to the date of signing of PPA as intimated by BSNL, whichever is earlier. In case of delay in submission of documents beyond the period as mentioned above, BSNL shall not be liable for delay in verification of documents and subsequent delay in signing of PPA. Effective Date of the PPA shall be the date of signing of PPA. In case BSNL intimates to the Successful Bidder a particular date as the date for signing of PPA and the PPA signing gets delayed on account of reasons attributable to the PROJECT DEVELOPER, the date as specified by BSNL shall become the Effective Date of the PPA, irrespective of the date of signing of PPA.

21.5 BSNL will be obliged to buy the entire power as per generation schedule, to be provided by the PROJECT DEVELOPERS subject to limitations as per the PPA, required under grid regulations. However, the PROJECT DEVELOPERS are required to achieve energy supply within the minimum and maximum CUF limits as stipulated in clause 8.1.

21.6 Back-to-back Power Sale Agreements (PSAs) in respect of all rights and obligation under the PPA between the PROJECT DEVELOPER and BSNL, will be executed by BSNL with the Buying Entity for sale of power to Buying Entity, with the Buying Entity assuming all the obligations of BSNL under the PPA. BSNL's obligation to PROJECT DEVELOPER under the PPA shall also be on the back to back basis as provided in the PPA and the corresponding PSA.

Power procured from the Project awarded under this Tender shall be allocated on back-to- back basis to the BSNL/Buying Entities at the discretion of BSNL, in consultation with Buying Entities. Various provisions provided in the BSNL-PROJECT DEVELOPER PPA shall mutatis mutandi apply to PSA between BSNL and Buying Entity, however, PSA signed with Buying

Entities could be in elaborated form or in short form as per consultation done with Buying Entities.

21.7 The PROJECT DEVELOPERS will be free to repower the Projects from time to time during the PPA duration at its own risk and cost, pursuant to Clause 8.1 above. However, BSNL/ Buying Entity will be obliged to buy power only up to the Contracted Capacity as per the PPA.

21.8 In addition to the above, subsequent to signing of PPA, the PROJECT DEVELOPER shall be required to submit the monthly Project status on 5th day of every calendar month as per Annexure- B of the Tender or any format as provided subsequent to signing of PPA.

21.9 In case the Project is ready for part/full commencement of supply of power but the PPA has not been signed, No Objection Certificate (NOC) may be issued to PROJECT DEVELOPER (if sought by PROJECT DEVELOPER) for third-party sale of power from the Project until signing of PPA. The NOC so granted shall be withdrawn by BSNL once the readiness of off-take of the power as per PPA is intimated by BSNL with a notice period of 7 calendar days.

21.10 Allocation of capacities in case of refusal to sign the PPAs and termination of PPAs by the PROJECT DEVELOPERS

a. Subsequent to issuance of LoAs, in case of refusal of signing of PPA by any Successful Bidder, The tender shall be recalled for the corresponding site

b. The maximum capacity to be awarded under this Tender, including the capacities awarded under this clause, to a single Bidder, shall be limited to 10 MW.

c. For eg., in case the Bidder "X" was originally awarded a capacity of 100 MWh at a tariff of Rs. 3.00/kWh, and the Bidder "X" refuses to sign PPA for the above capacity,—His award letter of work will be cancelled and he has to vacate land within 30 days without any remedy

22 Financial Closure or Project Financing Arrangements

22.1 The Projects shall achieve Financial Closure by the date as on 6 months prior to the SCSD/ extended SCSD. (For e.g. if SCSD of the Project is 25.11.2025, then scheduled Financial Closure date shall be 25.05.2025).

22.2 At the stage of Financial Closure, the PROJECT DEVELOPERS shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the PROJECT DEVELOPER shall submit a certificate/ necessary documents from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity. The PROJECT DEVELOPER shall also submit details of all planned/ proposed wind turbine generators (manufacturer, model number, datasheet), along with necessary purchase order/agreements for the Project.

22.3 In case of default in achieving above condition as may be applicable within the stipulated time, BSNL shall be entitled to encash PBG/POI and may remove the Project from the list of the selected Projects. An extension may however be considered, on the sole request of PROJECT DEVELOPER, on advance payment of extension charges of INR 100/- per day per MW (of Contracted Capacity) + applicable GST. This extension will not have an impact on the obligation of PROJECT DEVELOPER to commence supply of power by the Scheduled Commencement of Supply Date of the Project. Subsequent to the completion of deadline for achieving financial closure, BSNL shall issue notices to the PROJECT DEVELOPERS who are not meeting the requirements of Financial Closure as per the Tender deadlines. The notice shall provide a period of 7 business days to the respective PROJECT DEVELOPERS to either furnish the necessary documents or make the above mentioned payment of Rs. 100/MW/day + GST. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above mentioned notice period of 7 days-BSNL shall encash the PBG/POI of the corresponding PROJECT DEVELOPERS and may terminate the PPA for the corresponding Project. The amount of Rs. 100/MW/day + GST shall be paid by the PROJECT DEVELOPERS in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the PROJECT DEVELOPER. In case of the PROJECT DEVELOPER meeting the requirements of Financial Closure before the last date of such proposed delay period (for which extension charges have been paid), the remaining amount out of the deposited amount by the PROJECT DEVELOPER shall be returned by BSNL. Interest on account of delay in deposition of the above mentioned charges or on any subsequent extension sought, shall be levied @ one year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the PROJECT DEVELOPER without any interest and GST amount on achievement of successful commencement of power supply within the Scheduled Commencement of Supply Date, on pro-rata basis, based on the Contracted Capacity that has commenced supply of power as on Scheduled Commencement of Supply Date.

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

23 Not Used

24 Shareholding by the Project Promoter

24.1 The Bidder shall provide complete information in their bid in reference to this Tender about its promoters and upon issuance of LoA, the PROJECT DEVELOPER shall provide information about its promoter and their shareholding in the Company before signing of PPA with BSNL.

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

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

- i. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
- ii. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
- iii. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
- iv. Transfer of shares within the members of Immediate Promoter Group only.
- v. Transfer of shares to IEPF.
- vi. Issue of Bonus Shares.

24.3 In case of the successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors) of the Bidding Company/ Consortium until 01 (one) year after the SCSD, except with the prior approval of BSNL.

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

24.5 In case of Project being executed through SPVs, the Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after the SCSD, except with the prior approval of BSNL. In the event the selected Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after SCSD, except with the prior approval of BSNL.

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

24.7 In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10 Lakh per Project +applicable taxes per transaction as Facilitation Fee (non- refundable) shall be deposited by the developer to BSNL.

25 Instructions to Bidders for Structuring of Bid Proposals in Response to Tender

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to Tender . Detailed Instructions to be followed by the bidders for online submission of response to Tender are stated at Annexure – B.

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

- i. **Covering Letter as per Format 7.1.**
- ii. **In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as Format 7.2.**

In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

- iii. **Bank Guarantee/POI against Earnest Money Deposit (EMD) as per Format 7.3 A/7.3B.**
- iv. **Board Resolutions, as per prescribed formats enclosed as per Format 7.4 duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:**
 - i. **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 Tender and in the event of selection of the Projects and to sign the PPA with BSNL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.**
 - ii. **Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and**
 - iii. **Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.**
 - v. **In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per Format 7.5 along with Board resolution from each Member of the Consortium for participating in Consortium.**
 - vi. **Format for Financial Requirements as per Format 7.6 along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.**
 - vii. **Undertaking as per Format 7.7.**
 - viii. **A disclosure statement as per Format 7.8/7.8A regarding participation of any related companies in the bidding process.**
 - ix. **Signed Integrity Pact between BSNL and the Bidding Company as per Format 7.9.**
 - x. **Attachments**
 - i. **Memorandum of Association, Article of Association of the Bidder needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Wind Power plant development.**

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

If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ 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. BSNL reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that Tender conditions have been complied with and the bidder will ensure submission of the same within the required time lines.
- iv. Certified copies of annual audited accounts for the last financial year, i.e. FY 2023-24, or provisional accounts duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.
- v. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
- xi. Covering letter of the Financial bid as per Format - 7.10.
- xii. Break-up of the Preliminary Estimate of Cost of Project as per Format 7.11 (separately for each project).

26 Important Notes and Instructions to Bidders

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

26.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of Tender . The documents submitted online will be verified before signing of PPA in terms of Clause 21 of the Tender .

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

26.4 If the event specified at 27.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.

26.5 Response submitted by the Bidder shall become the property of the BSNL and BSNL shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 18 of the Tender .

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

26.7 The response to Tender shall be submitted as mentioned in Clause 26 of the Tender . No change or supplemental information to a response to Tender will be accepted after the scheduled date and time of

submission of response to Tender . However, BSNL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to Tender .

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

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

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

26.11 Response to Tender that are incomplete, which do not substantially meet the requirements prescribed in this Tender , will be liable for rejection by BSNL.

26.12 Response to Tender not submitted in the specified formats will be liable for rejection by BSNL.

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

26.14 Non-submission and/ or submission of incomplete data/ information required under the provisions of Tender shall not be construed as waiver on the part of BSNL of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.

26.15 The Central Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between PROJECT DEVELOPER and BSNL as well as BSNL and buying utility(ies). Subject to the above, only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender .

26.16 All the financial transactions to be made with BSNL including success charges, delay charges, and any additional charges (if required), shall attract applicable taxes on each transaction, irrespective of the same being mentioned in the Tender /PPA.

27 Non-Responsive Bid

The electronic response to Tender submitted by the bidder along with the documents submitted online to BSNL shall be scrutinized to establish “Responsiveness of the Bid”. Each Bidder’s response to Tender shall be checked for compliance with the submission requirements set forth in this Tender .

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

- (a) Non-submission of the requisite Cost of Tender and/ or Bid Processing Fee as mentioned in the Bid Information Sheet.
- (b) Response to Tender not received by the due date and time of bid submission.
- (c) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
- (d) Any indication of tariff in any part of response to the Tender , other than in the financial bid.
- (e) Non-submission of payment details against Cost of Tender and/or Bid Processing Fee.

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

(g) Except for the scenario as per Clause 5.1 above, in case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this Tender , then all these bids submitted shall be treated as non-responsive and rejected.

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

In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

28 Method of Submission of Response to Tender by the Bidder

28.1 Documents to be Submitted Offline

The bidder has to submit original of following documents offline.

a. Bank Guarantee/Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/7.3B). One EMD may be submitted for the cumulative capacity quoted by the bidder, or individual EMDs may be submitted for each Project.

b. Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal.

No documents will be accepted in person, on or before the date of bid submission.

Bank Guarantee/POI 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 BSNL 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 22.10.2024, the above deadline will expire at 18:00 hrs on 24.10.2024. In case the above deadline being a holiday, the next working day in BSNL will be the deadline for submission of Bank Guarantees/POI.

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

The bidding envelope shall contain the following sticker:

Selection of Wind/ Power Developers for Setting up of grid -Connected Wind/Solar Power Projects in India under tariff-based Competitive Bidding (BSNL) as group captive Renewable power producer.

28.2 Documents to be Submitted Online : Covered in MM schedule

I. Technical Bid (First Envelope)

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

(a) Formats - 7.1, 7.2 (if applicable), 7.3 A/ 7.3 B, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, and 7.9 as elaborated in Clause 26 of the Tender .

(b) All attachments elaborated in Clause 26 of the Tender , under the sub-clause x: Attachments, with proper file names.

(c) All supporting documents regarding meeting the eligibility criteria.

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

(e) Scanned Copies of requisite amount of Bank Guarantee/ Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet.

II. Financial Bid (Second Envelope)

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

(a) Covering letter as per Format - 7.10 of the Tender

As part of financial bid submission, only a single tariff bid for all the Projects applied for, shall have to be filled online in the Electronic Form provided at the tender portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

III. Important Note:

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

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

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

29 Notice Board for Display

The PROJECT DEVELOPER will have to put a notice board (at least 180 cm x 120 cm) at its project site main entrance prominently displaying the following message before commencement of power supply under the PPA.

**** Jpint project of BSNL and (Project developer name** or any other information intimated by BSNL**

30 Validity of the Response to Tender

The Bidder shall submit the response to Tender which shall remain valid up to the date as on 12 months from the last date of submission of response to Tender ("Bid Validity"). BSNL reserves the right to reject any response to Tender which does not meet the aforementioned validity requirement. It is clarified that subsequent eligibility to issuance of LoAs, the discovered tariffs shall be deemed to be valid until the signing of PPA, pursuant to Clause 44.4 of the Tender .

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

32 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

32.1 Clarifications/ Doubts, if any, on Tender document may be emailed and/ or through email.

32.2 BSNL will make 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 BSNL's response will be intimated by email .If

necessary, amendments, clarifications, elaborations shall be issued by BSNL which will be notified on BSNL/ web site. No separate reply/ intimation will be given for the above, elsewhere. In the event of the issuance of any revision or amendment of the Tender documents, the Bidders shall be provided a period of at least 7 days therefrom, for submission of bids.

32.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on BSNL's website).

33 Right of BSNL to Reject a Bid

BSNL reserves the right to reject any or all of the responses to Tender or cancel the Tender or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage subsequent to bid submission and prior to issuance of LoAs, the processing fee, without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders.

Note: In the event of cancellation of LoAs prior to signing of PPAs, bid processing fee will not be refunded. In case BSNL is unable to sign PPA for the awarded capacity on account of reasons not attributable to the Successful Bidder, in line with Clause 44.4, the 1st installment of the Success Charges paid by the Successful Bidder will be refunded by BSNL without any interest. In such cases, refund of GST amount will be dealt according to extant provisions of GST Act. However, in case PPA is eventually not signed on account of reasons attributable to the Successful Bidder, the 1st installment of Success Charges paid by the PROJECT DEVELOPER will not be refunded by BSNL.

34 Post Award Compliances

Timely completion of all the milestones i.e. signing of PPA, commissioning, commencement of power supply, etc. will be the sole responsibility of PROJECT DEVELOPER. BSNL shall not be liable for issuing any intimations/ reminders to PROJECT DEVELOPERS for timely completion of milestones and/ or submission of compliance documents.

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

SECTION 4. QUALIFICATION REQUIRMENTS FOR BIDDERS

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

36 General Eligibility Criteria

Bidders participating in the Tender will be required to meet the following eligibility criteria (as applicable).

36.1 The Bidder shall be a Company as defined in company act 2003.

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

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

In case the foreign company participating as a member of consortium, Clause 36.7 of the Tender shall be applicable.

36.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD(1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the Tender :

- i. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).
- ii. Any Bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this Tender only if the Bidder is registered with the Competent Authority under the referred OM.
- iii. "Bidder" in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
- iv. "Bidder from a country which shares a land border with India" for the purpose of this clause, means:
 - i. An entity incorporated, established or registered in such a country; or
 - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv. An entity whose beneficial owner is situated in such a country; or

- v. An Indian (or other) agent of such an entity; or
 - vi. A natural person who is a citizen of such a country; or
 - vii. A consortium where any member of the consortium falls under any of the above.
- v. “Beneficial owner” for the purposes of Clause 37.4.iii.iv. above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.
- vi. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the Tender .
- vii. Other provisions of the referred OM dated 23.02.2023, except Sl. 17 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

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

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

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

36.8 As on the bid submission deadline, the Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, as on the bid submission deadline, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc or the United Nations or any of its agencies. The Bidder shall submit an undertaking to this effect as per Format 7.7 of the Tender .

36.9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 36.3 and 36.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:

Min. 51% shareholding

Entity A (Project Company/SPV)

Scenario 2:

Min. 51% (or any other %) shareholding

Entity A (Intermediary)

Min. 51% shareholding

Entity B (Project Company/SPV)

As per the Tender , only Scenario 1 is permissible in case of projects being implemented by SPVs.

37 Technical Eligibility Criteria

37.1 Under this Tender , it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commencement of power supply from the Projects.

37.2 Firms should have completed at least one work of 80% Capacity for the land site notional capacity in KW . Assume bidder has satisfactorily completed highest RE project of 4 MW he is free to participate in all land site where notional power capacity is 5MW subject to financial limit as per eligibility criteria .

37.3 The Projects shall also comply with the criteria for energy supply as detailed in Clause 8 of the Tender .

38 Financial Eligibility Criteria

38.1 Net-Worth

i. The Net Worth/Turnover of the Bidder should be equal to or greater than 30% cost aggregate Notional capacity for which he is participating as on the last date of previous Financial Year, i.e. FY 2023-24 or as on the day at least 7 days prior to the bid submission deadline.

For example bidder is quoting cumulative capacity of 13 MW the financial eligibility of 13 MW (5+3+4+1) i.e Rs 6630 Lakhs should be required.

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

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

38.2 Liquidity- deleted

38.3 The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 38.1 and 38.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees/POI in case the Bidder(s) fail to do so in accordance with the Tender . In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

38.4 For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of

such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other response to this Tender .

38.5 A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2023-24, or provisional accounts as on the day at least 7 days prior to the bid submission deadline, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this Tender falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

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

38.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into US Dollar (USD) as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 39.6 above.

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

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 100 MW, then, total Net-Worth to be met by the Consortium is Rs. 1.298 Crores x 100MW = Rs. 129.8 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 90.86 Crores and to be met by Consortium Member B would be Rs. 38.94 Crores. Similar methodology shall be followed for computation of liquidity requirement.

38.9 Note: Wherever applicable, audited accounts for the last FY, 2023-24 will be required to be submitted for meeting the qualification requirements. In case the audited annual accounts of FY 2023-24 are not available, then audited annual accounts of FY 2022-23 can be considered.

SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS

39 Bid Evaluation

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

40 Techno-Commercial Evaluation of Bidders (Step 1)

40.1 The first envelope (Techno-commercial Bid submitted online) of only those bidders will be opened by BSNL whose required documents as mentioned at Clause 29 of the Tender are received by BSNL. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee.

For e.g., if the bid submission deadline is 18:00 hrs on 05.01.2024, the online bid opening will be conducted on 08.01.2024. In case of the above date being a holiday, the bids will be opened on the next working day.

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

40.3 Subject to Clause 28 of the Tender, BSNL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the Tender. During the examination of bids, BSNL 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 BSNL within 07 (seven) days from the date of such intimation from BSNL. All correspondence in this regard shall be made through email/ISN-ETS portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. BSNL shall not be responsible for rejection of any bid on account of the above.

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

41 Financial Bid Evaluation (Step 2)

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

41.2 Second Envelope (containing First Round Tariff and committed power) of only those bidders shall be opened whose technical bids are found to be qualified as per the Tender.

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

41.4 In this step, evaluation will be carried out based on the tariff quoted by Bidders (below notional price) * annual assured energy

41.5 On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of BSNL. Thereafter, BSNL will take appropriate action as deemed fit.

41.6 If the first-round price is same for two or more Bidders, Bidder with higher energy commitment will be treated as lowest L1.

41.7 All Bidders with same quoting shall be eligible for reverse auction round (provided their rank is equal to or less than nth Bidder as mentioned in Clause 42.2 of the Tender).

41.8 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

Bidder	Submitted Financial Bid	Ranking
B1	₹ 2.10 (Tariff in ₹/ kWh)*5000 Unit=10500	H3
B2	₹ 2.20 (Tariff in ₹/ kWh) *3900 Unit=8580	H4
B3	₹ 2.30 (Tariff in ₹/ kWh) * 2700 Unit =6210	H5
B4	₹ 2.30 (Tariff in ₹/ kWh) *4700 Units =10800	H2
B5	₹ 2.43 (Tariff in ₹/ kWh)*4700Units =11,421	H1

42 Reverse Auction (Step-3)

42.3 At least one day prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation, it shall not be construed by the bidders that they have been shortlisted for Reverse Auction.

44 Issuance of LoAs

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

44.2 In case BSNL is unable to find buyers/off-takers for the tariffs as discovered after the bidding process, BSNL reserves the right to annul the bid process without any financial implications to any of the parties concerned. BSNL reserves the right to cancel any or all of the bids in view of higher tariff discovered after e-RA.

44.3 In all cases, BSNL's decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

44.4 In case of delay in signing of PPA by BSNL beyond the date as on 12 months subsequent to issuance of LoAs, or any further date as mutually decided by the Successful Bidder and BSNL, the Successful Bidder may choose to exit from this tender. Accordingly, the LoA issued to the respective Bidder shall stand cancelled, and the EMD submitted by such Bidder shall be returned by BSNL. In case of extension of the above PPA signing date by mutual agreement, the minimum extension in the signing date shall be 3 months subsequent to the above deadline.

SECTION 6. DEFINITIONS OF TERMS

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

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

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

i. controls, or

ii. is controlled by, or

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

45.3 “APPROPRIATE COMMISSION” shall mean as defined in the PPA.

45.4 “BID” or “PROPOSAL” shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder and submission during the e-RA, if applicable, as part of its response to the Tender issued by BSNL.

45.5 “BIDDER” shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.

45.6 “BIDDING CONSORTIUM” or “CONSORTIUM” shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this Tender under a Consortium Agreement.

45.7 “BID CAPACITY” shall mean aggregate project capacity of the Wind Power Project(s) as proposed by the bidder.

45.8 “BUYING ENTITY” shall mean an End Procurer as defined in the Guidelines.

45.9 “CAPACITY UTILIZATION FACTOR or CUF” shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.

For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$.

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

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

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

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

45.12 “CONTRACTED CAPACITY” shall mean the AC capacity in MW contracted with BSNL for supply of power by the PROJECT DEVELOPER to BSNL at the Delivery Point from the Project, based on which the PPA is executed with BSNL.

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

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

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

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

45.15 “CONTROLLING SHAREHOLDING” shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.

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

45.17 “DAY” shall mean calendar day.

45.18 “EFFECTIVE DATE” shall be the date as per Clause 21 of the Tender .

45.19 “EQUITY” shall mean Net Worth as defined in Companies Act, 2013.

45.20 “GENERAL NETWORK ACCESS (GNA)” shall mean General Network Access as defined under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022.

45.21 “GUIDELINES” shall mean “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects” issued by Ministry of Power vide Gazette Resolution dated 26.07.2023, including subsequent amendments and clarification thereto, if any, issued until the last date of bid submission of this Tender .

45.22 “GRID CODE REGULATIONS” or “GRID CODE” shall mean the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time.

45.23 “GROUP COMPANY” of a Company means

i. a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;

ii. a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;

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

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

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

Provided that entities which have Government shareholding, financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds, sovereign funds and funds managed by National Investment and Infrastructure Fund Limited 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.

45.24 “INTER-CONNECTION POINT/ DELIVERY/ METERING POINT” shall mean a single point at **11KV/220 kV** or any other capacity above, where the power from the Project(s) is injected into the identified ISTS Substation (including the transmission line connecting the Projects with the substation system) or InSTS/STU Substation, in case of intra-State connected Projects, as specified in the Tender document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the PROJECT DEVELOPERS shall abide by the relevant CERC/ SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

45.25 “INTERMEDIARY PROCURER” shall mean a trader who shall aggregate the power purchased from different RE Projects and sell it to the Buying Entity(ies).

45.26 “INTERESTED PARTIES” shall mean a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium;

45.27 “InSTS” means Intra-State Transmission System.

45.28 “ISTS” means Inter-State Transmission System.

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

45.30 “LEAD MEMBER OF THE BIDDING CONSORTIUM” or “LEAD MEMBER”:

There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.

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

45.31 “LETTER OF AWARD” or “LoA” shall mean the letter issued by Bharat Sanchar Nigam Limited (BSNL) to the selected Bidder for award of the Project.

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

45.33 “LLC” shall mean Limited Liability Company.

45.34 “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.

45.35 “MONTH” shall mean calendar month.

45.36 “NET-WORTH” shall mean the Net-Worth as defined in section 2 of the Companies Act, 2013.

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

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

45.39 “POOLING SUBSTATION/POOLING POINT” shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the PROJECT DEVELOPER(s) to get connected to the ISTS substation. The voltage level for such common line shall be 220 kV or above. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.

45.40 “PGCIL” or “POWERGRID” shall mean Powergrid Corporation of India Limited.

45.41 “PPA” shall mean the Power Purchase Agreement signed between the successful Bidder and BSNL according to the terms and conditions of the standard PPA enclosed with this Tender .

45.42 “PSA” shall mean the Power Sale Agreement signed between BSNL and Buying Entity according to the terms and conditions of the standard PSA enclosed with this Tender .

45.43 “PROJECT” or “WIND/Solar POWER PROJECT” or “POWER PROJECT” shall mean the renewable energy generation facility owned by the PROJECT DEVELOPER, comprising Wind Power Generating systems, having a single point of injection into the grid at Inter- connection/Metering point at ISTS substation or in case of sharing of transmission lines, by separate injection at pooling point. Each project must also have separate control systems and metering.

The Project shall include all units/WTGs/SPV, auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to BSNL.

45.44 “PROJECT CAPACITY” shall mean the maximum AC capacity at the Delivery Point that can be scheduled on which the Power Purchase Agreement shall be signed;

45.45 “PROJECT DEVELOPER” or “DEVELOPER” or “WIND/Solar POWER DEVELOPER (PROJECT DEVELOPER)” shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by BSNL (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of the Project and signing of PPA with BSNL and supplying power under the PPA.

45.46 “PROJECT LOCATION” shall mean the area /Land identified by the PROJECT DEVELOPER, provided for project comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State, where the Project is being implemented,

45.47 “PROMOTER” shall mean Promoter as defined in the Companies Act, 2013.

45.48 “RE PARK” shall refer to areas or parks developed, in accordance with the Guidelines issued by Central or State Governments, for setting up of renewable energy power projects, including Solar-Wind Hybrid Power Projects.

45.49 “Tender ” or “Tender DOCUMENT” or “BIDDING DOCUMENT(S)” or “TENDER

DOCUMENTS” shall mean the “Request for Selection” document issued by BSNL including standard Power Purchase Agreement and standard Power Sale Agreement along with subsequent clarifications and amendments thereof, vide Tender No. BSNL/C&P/IPP/12/0002/24-25 dated .05.2024.

45.50 “SCHEDULED COMMENCEMENT OF SUPPLY DATE” or “SCSD” shall mean the date as indicated in Clause 9 of the Tender .

45.51 “BSNL” shall mean Bharat Sanchar Nigam Limited.

45.52 “SELECTED BIDDER” or “SUCCESSFUL BIDDER” shall mean the Bidder selected pursuant to this Tender to set up the Project and supply electrical output as per the terms of PPA.

45.53 “STATE TRANSMISSION UTILITY (STU)” shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003.

45.54 “TOE” shall mean Tender Opening Event.

45.55 Deleted

45.56 “ULTIMATE PARENT” shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates.

45.57 “WEEK” shall mean calendar week.

45.58 “WIND POWER PROJECT” or “WIND/Solar/Hybrid POWER GENERATING SYSTEMS /STATIONS” means the wind power project that uses wind energy for conversion into electricity through a wind turbine generator.

SECTION 7. SAMPLE FORMS & FORMATS FOR BID

SUBMISSION

The following formats are required to be submitted as part of the Tender . These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 4 and other submission requirements specified in the Tender .

Format 7.1

COVERING LETTER

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

Ref. No.

Date:

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

Tel.#: Fax#:

E-mail address#

To

Bharat Sanchar Nigam Limited

Sub: Response to Tender No. dated for (Insert title of
the Tender) Dear Sir/ Madam,

We, the undersigned [insert name of the 'Bidder'] having read, examined and understood in detail the Tender including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for the Term of the PPA to BSNL, hereby submit our response to Tender .

We confirm that in response to the aforesaid Tender , neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to Tender other than this response to Tender , directly or indirectly, in response to the aforesaid Tender (as mentioned in Format 7.8 under Disclosure) OR We confirm that in the response to the aforesaid Tender , we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this Tender , and accordingly, we have submitted requisite undertaking as per Format 7.8A in this regard (strike out whichever not applicable).

We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to Tender for more than cumulative capacity of 250 MW, including this response to Tender .

We are submitting application for the following Project(s)

Project No. Capacity (MWh) Location of Project (Village, Tehsil, Dist., State) Interconnection Point Details

Project Preference*

***The preferences of the Projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Clause 43.2 of the Tender–**

1. We give our unconditional acceptance to the Tender , dated [Insert date in dd/mm/yyyy], standard PPA and PSA documents attached thereto, issued by BSNL. In token of our acceptance to the Tender , PPA and PSA documents along with the amendments and clarifications issued by BSNL, the same have been digitally signed by us and enclosed with the response to Tender . We shall ensure that the PPA is executed as per the provisions of the Tender and provisions of PPA and shall be binding on us. Further, we confirm that we will commence power supply from the full Project capacity within the deadline as per Clause 9 of the Tender .

2. Earnest Money Deposit (EMD):- (Please read Clause 17 carefully before filling)

We have enclosed EMD of INR (Insert Amount), in the form of Bank Guarantee/Payment on Order Instrument no..... [Insert bank guarantee/POI number] dated [Insert date of bank guarantee/POI] as per Format 7.3A/7.3B from [Insert name of bank providing bank guarantee/POI issuing agency] and valid up to in terms of Clause No. 17 of this Tender . The total bid capacity of the Wind/Solar/Hybrid Project offered by us is MWh [Insert cumulative capacity proposed]. (Strike off whichever is not applicable)

3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee/POI of the requisite value(s) towards PBG, Success charge for the selected Projects, within due time as mentioned in Clause Nos. 18 & 19 of this Tender on issue of LoA by BSNL for the selected Projects and/ or we are not able to sign PPA with BSNL within the timeline as stipulated in the Tender for the selected Projects, BSNL shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

4. We have submitted our response to Tender strictly as per Section 7 (Sample Forms and Formats) of this Tender , without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

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

8. Acceptance:-

We hereby unconditionally and irrevocably agree and accept that the decision made by BSNL in respect of any matter regarding or arising out of the Tender shall be binding on us. We hereby expressly waive and withdraw any deviations from the provisions of the Tender and all claims in respect of this process.

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

9. 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 Tender and execute the PPA, in the event of our selection as Successful Bidder.

10. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of Tender . Further we will submit a Board Resolution prior to signing of PPA with BSNL, committing total equity infusion in the SPV as per the provisions of Tender .

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

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

13. The information submitted in our response to the Tender 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 Tender .

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 up to the date as on 12 months from the last date of submission of response to Tender].

15. Contact Person

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

Name :

Designation :

Company :

Address:

Phone Nos. :

Mobile 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 seller's

event of default under PPA and consequent provisions of PPA shall apply.

Encl.: Appendix-I and II of the Covering Letter.

Dated the day of , 20.... Thanking you,

We remain, Yours faithfully,

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

Format 7.2

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortium)

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

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s having its

registered office at,, and M/s having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium if finalized) (hereinafter called the ‘Consortium’) vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws 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 the response to Tender No.....

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

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

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

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

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

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

- (Signature of person authorized by the board)

(Name Designation Place: Date:)

Accepted

(Signature, Name, Designation and Address

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

(Signature of the executant)

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

Date:

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-6, Definition of Terms of the Tender .

Format 7.3A

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)

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

Reference: Bank Guarantee No.:

Date:

**In consideration of the [Insert name of the Bidder] (hereinafter referred to as 'Bidder')
submitting the response to Tender No. dated issued by Bharat Sanchar Nigam Limited
(hereinafter referred to as BSNL) and BSNL considering such response to the Tender of[Insert**

the name of the Bidder] as per the terms of the Tender , the [Insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to BSNL at [Insert Name of the Place from the address of BSNL] forthwith without demur on demand in writing from BSNL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees

[Insert amount not less than that derived in line with Clause 17 of the Tender], only, on behalf of M/s [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including [insert date of validity in accordance with Clause No. 17 of this Tender] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR (Indian Rupees only). Our Guarantee shall remain in force until [insert date of validity in accordance with Clause No. 17 of this Tender]. BSNL shall be entitled to invoke this Guarantee till [insert date of validity in accordance with Clause No. 17 of this Tender].

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

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 BSNL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against BSNL in respect of any payment made hereunder.

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

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly BSNL 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 BSNL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to IDFC First Bank and a confirmation in this regard is received by BSNL.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR (Indian Rupees Only) and it shall remain in force until [Date to be inserted on the basis of Clause No. 17 of this Tender].

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

Signature:

Name: Power of Attorney No.: For

[Insert Name and Address of the Bank] Contact Details of the Bank:

E-mail ID of the Bank:

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

Format 7.3 B

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

NOT APPLICABLE

Format 7.3 C

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted separately for each Project)

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

Reference: Bank Guarantee No.:

Date:

In consideration of the [Insert name of the Bidder] (hereinafter referred to as 'selected Wind Power Developer') submitting the response to Tender inter alia for

..... [Insert title of the Tender] , at[Insert name of the place], for supply of power there from on long term basis, in response to the Tender dated..... issued by Bharat Sanchar Nigam Limited (hereinafter referred to as BSNL) and BSNL considering such response to the Tender of

.....[Insert name of the Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Wind /solar/hybrid Power Developer and issuing Letter of Award No. to (Insert Name of selected Wind Power Developer) as per terms of Tender and the same having been accepted by the selected PROJECT DEVELOPER resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Power Developer or a Project Company, M/s {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the Tender , the [Insert name & address of Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to BSNL at [Insert Name of the Place from the address of the BSNL] forthwith on demand in writing from BSNL or any Officer authorised by it in this behalf, any amount up to and

not exceeding Indian Rupees [Total Value] only, on behalf of M/s [Insert name of the selected Wind Power Developer/ Project Company]

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

Our liability under this Guarantee is restricted to INR (Indian Rupees only).

Our Guarantee shall remain in force until..... BSNL shall be entitled to invoke this Guarantee till

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

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

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

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

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

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

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to IDFC First Bank and a confirmation in this regard is received by BSNL.

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

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

Signature:

Name:

Power of Attorney No.:

For

[Insert Name and Address of the Bank]

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this day of , 20

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

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

Format 7.3 D

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

Not applicable

FORMAT FOR BOARD RESOLUTIONS

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

1. **RESOLVED THAT Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to Tender vide Tender No. for (insert title of the Tender), including signing and submission of all documents and providing information/ response to Tender to Bharat Sanchar Nigam Limited (BSNL), representing us in all matters before BSNL, and generally dealing with BSNL 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)**

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

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (----%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. (To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ----- [Insert the name of other Members in the Consortium] and Mr/ Ms....., be and is hereby authorized to execute the Consortium Agreement. (To be provided by each Member of the Bidding Consortium including Lead Member)

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the Tender . [To be passed by the Lead Member of the Bidding Consortium]

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

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

Format 7.5

FORMAT FOR CONSORTIUM AGREEMENT

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

THIS Consortium Agreement (“Agreement”) executed on this Day of Two Thousand between M/s [Insert name of Lead Member] a 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 Tender and execution of Power Purchase Agreement (in case of award), against Tender No. dated issued by Bharat Sanchar Nigam Limited (BSNL) a Company incorporated under the Companies Act, 2013, and having its Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023

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

WHEREAS BSNL desires to purchase Power under Tender for (insert title of the Tender);

WHEREAS, BSNL had invited response to Tender vide its Request for Selection (Tender) dated

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

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

We acknowledge that after the execution of PPA, the combined shareholding in the SPV/Project Company shall not fall below 51% at any time prior to 01 (one) year after the SCSD, except with the prior approval of BSNL.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure and commencement of supply of power 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 New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

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

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

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 Tender .

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 BSNL.

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 BSNL.

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

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

For M/s [Member 1]

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

) Witnesses:

1) Signature-----

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

Name: Address:

For M/s [Member 2]

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

)

Witnesses:

1) Signature -----

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

Name: Address:

For M/s [Member n]

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

) Witnesses:

1) Signature -----

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

Name: Address:

Signature and stamp of Notary of the place of execution

Format 7.6

FORMAT FOR FINANCIAL REQUIREMENT

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

Ref. No.

Date:

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

Tel.#:Fax#:

E-mail address#

To

Bharat Sanchar Nigam Limited

Sub: Response to Tender No. dated for

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the Tender . Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs..... Cr. (in

words) as on the last date of Financial Year 2023-24 or as on the date at least 7 days prior to the bid submission deadline (Strike out wherever not applicable).

This Net Worth has been calculated in accordance with instructions provided in Clause 39.1 of the Tender .

Exhibit (i): Applicable in case of Bidding Company

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

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

Company 1

Total

Tender for *****

Tender No. BSNL/C&P/IPP/12/0002/24-25

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

Exhibit (ii): Applicable in case of Bidding Consortium

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

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: INR

- Crore (Equity Commitment (%) * Rs. [] Crore)

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

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

Company 1

Total

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

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

Exhibit (i): Applicable in case of Bidding Company

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

Name of Bidding Company	Name of Affiliate(s) whose
Annual Turnover is to be considered	Relationship with
Bidding Company*	Annual Turnover

(In Rs. Crore)

Company 1

Total

Tender for

Tender No.

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

Exhibit (ii): Applicable in case of Bidding Consortium

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

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

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

Name of Consortium Member Company Name of Affiliate(s) whose Annual Turnover is to be considered Relationship with Bidding Company* (If Any)

Annual Turnover (in Rs. Crore) Equity Commitment (in %age) in Bidding Consortium Proportionate Annual Turnover (in Rs. Crore)

Company 1

Total

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

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

Exhibit (i): Applicable in case of Bidding Company

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

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

Company 1

Tender for Tender No.

Total

*The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the

relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium

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

PBDIT Requirement to be met by Member in Proportion to the Equity Commitment: INR ----

- Crore (Equity Commitment (%) * Rs. [] Crore)

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

**Name of Consortium Member Company Name of Affiliate(s) whose PBDIT is to be considered
Relationship with Bidding Company***

(If Any)

PBDIT

(in Rs. Crore) Equity Commitment (in %age) in Bidding

Consortium

Proportionate PBDIT

(in Rs. Crore)

Company 1

Total

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

(Signature & Name of the Authorized Signatory) (Signature and Stamp of CA)

Firm:

Date:

Membership No.

Regn. No. of the CA's

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover/PBDIT (as applicable) duly certified by the Chartered Accountant.

- (ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.**
- (iii) In case of the Bidder choosing to meet the Liquidity criteria through an In-principle sanction letter, such document shall be separately submitted by the bidder as part of the bidder's Response to Tender .**

Format 7.7

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to Bharat Sanchar Nigam Limited, in respect to our response to Tender vide Tender No. dated , that as on

(Insert bid submission deadline), M/s (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender. We further undertake that as on (insert bid submission deadline), M/s

(insert name of the Bidder) & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors have not been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc., or the United Nations or any of its agencies.

(Name and Signature of the Authorized Signatory)

Format 7.8

FORMAT FOR DISCLOSURE

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

DISCLOSURE

Ref. No. Date:

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

E-mail address#

To

(Enter Address of BSNL)

Sub: Response to Tender No. dated for . Dear Sir/ Madam,

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

We further declare and confirm that in terms of the definitions of the Tender , M/s

(enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect Control in the bidding company except the entity(ies) mentioned above.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the Tender /PPA including but not limited to cancellation of our response to this Tender and LoA/PPA as applicable, we, i.e. M/s

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

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

We further declare that we have read the provisions of Clause 37.4 of the Tender , and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the Tender . We understand that in case of us being selected under this Tender , any of the above certificates is found false, BSNL shall take appropriate action as deemed necessary.

Dated the day of , 20 .

Thanking you, We remain, Yours faithfully,

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

Format 7.8A

FORMAT FOR DISCLOSURE

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

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

DISCLOSURE

Ref.No. Date:

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

Tel. #:

Fax#:

E-mail address#

To

[Enter Address of BSNL]

Sub: Response to Tender No. dated for . Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the Tender , M/s

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

We undertake that M/s (enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this Tender by M/s

(enter name of the bidding company/member in the consortium). We further undertake that while undertaking any action as part of our response to Tender , we are not complicit with other such bidders participating in this Tender , in which M/s (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

We further declare and confirm that in terms of the definitions of the Tender , M/s

(enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

Tel#:

Fax#:

E-mail address#

To

[Enter Address of BSNL]

Sub: Response to Tender No dated for the tender

for Dear Sir/ Madam,

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

We are hereby submitting the following declaration in this regard:

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

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

Dated the day of , 20.... Thanking you,

We remain, Yours faithfully,

Encl: OM dated 23.02.2023, as referred above.

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

Format 7.9

INTEGRITY PACT

(The scanned version of the format, duly signed by BSNL's authorized signatory, is available on the ETS portal as addendum to the Tender . Bidders are required to submit signed and scanned copy of the document available on ETS portal)

Format 7.10

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref. No.

Date:

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

Tel.#:

Fax#:

E-mail address#

To

Bharat Sanchar Nigam Limited

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

Sub: Response to Tender No. dated for .

Dear Sir/ Madam,

I/We, (Insert Name of the Bidder) enclose herewith the Financial Proposal for selection of my/ our firm for number of Project(s) for a cumulative capacity of MW in India as Bidder for the above.

I/We agree that this offer shall remain valid for a period up to the date as on 12 months from the due date of submission of the response to Tender and such further period as may be mutually agreed upon.

Dated the day of , 20 .

Thanking you, We remain, Yours faithfully,

20.09.2024

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

Notes:

1. There can be different tariff all the projects applied for..
2. If the Bidder submits the financial bid in the Electronic Form at CPP portal not in line with the instructions mentioned therein, then the bid shall be considered as non- responsive.
3. Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
4. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
5. Tariff should be in Indian Rupee up to two decimal places only.

Format 7.11

PRELIMINARY ESTIMATE OF COST OF Renewable (Solar/wind/Hybrid) POWER PROJECT-

Purely optional

(Disclaimer: It is clarified that the data submitted as part of this Format is for BSNL's records only, and will have no bearing on the PROJECT DEVELOPER's claims against Change in Law or any other provisions of the PPA)

Project Capacity: MW

Location:

S.No.	Particulars	Estimated Rate (in Lakh INR) (in figures)	Estimated Applicable Taxes
			(in %) Estimated Total Cost

(in Lakh INR)

(in figures)

1. Nacelle
2. Hub
3. Blade

4. **Power Conditioning Units**
5. **Hardware + Cable**
6. **Tower**
7. **Tower Logistics**

8. **Cables / Inter-connects/ Switchgear/ Control Panel/ Monitoring and Control System**
9. **Power Evacuation Arrangement up to Inter- Connection Point (Cables and Transformers)**
10. **Land Acquisition**
11. **Civil and General Works**
12. **Preliminary and Pre-Operative Expenses including IDC and Contingency**
13. **Consultancy Charges**
14. **Others (Please specify)**
15. **Total Project Cost**

Dated the day of , 20.... Thanking you,

We remain,

Yours faithfully,

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

Annexure - A

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

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

GENERAL

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

e- Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Bharat Sanchar Nigam Limited (BSNL) has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the e-tendering portal of CPP.

SECTION-IX

SPECIAL CONDITIONS OF CONTRACT

FOR SOLAR PART

FOR

DESIGN, ENGINEERING, SUPPLY, ERECTION, TESTING & COMMISSIONING

9

9.1 GENERAL

- 9.1.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Scope of work, Technical specifications, drawings and any other document forming part of this contract, wherever the context so requires.
- 9.1.2 Where any portion of the Special Conditions of Contract (SCC) is repugnant to or at variance with any provisions of the General Conditions of Contract (GCC), then unless a different intention appears, the provision of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract only to the extent such inconsistencies of variations in the SCC as are not possible of being reconciled with the provisions of GCC.

The materials, design and workmanship shall satisfy the applicable standards, specifications contained herein and codes referred to where the Technical Specifications stipulate requirements in addition to those contained in the standard codes and specifications, those additional requirements shall be satisfied.

9.2 DEFINITIONS & INTERPRETATION

The following expressions used herein and elsewhere in this document shall have the meaning indicated against

each unless repugnant to the subject or context or are changed with mutual consent:

Client/BSNL/Purchaser/Employer shall mean BSNL Limited having its registered office at Janpath , New Delhi and includes its successor and assigns.

Acts / Codes shall mean, but not limited to the following, including the latest amendments, and / or replacements, if any: -

1. Electricity Act, 2003 with amendments thereto, if any.
2. A.I.E.E Test Codes
3. American Society of Testing of Materials (ASTM Codes).
4. Relevant standards of the Bureau of Indian Standards (IS Codes)
5. Arbitration and Conciliation Act, 1996, and Rules made there under.
6. Environment (Protection) Act, 1986 and Rules made there under.
7. Other approved standards and / or Rules and Regulations touching the subject matter of the Contract.

Applicable Laws means any statute, law, regulation, ordinance, rule, judgment, order, decree, restriction, directive, governmental authorizations, requirements of Applicable Permits and any agreements, decisions, acts, instructions, requirements, directions and notifications of the competent authority having jurisdiction over the matter in question, whether in effect as on bid closing date.

ABT Meter means meter for measurement power and energy as per IEGC / CEA Metering Regulations

AEP: Shall mean Annual Energy Production of the solar project as metered at metering Point

Approach roads & Internal roads: The approach road shall mean the road connecting the Solar Project with the nearest highway/ village road or any other such road. The internal road shall mean the roads inside the boundaries of the Solar project site. Solar project shall be accessible through approach roads or internal roads suitably for transporting the plant equipment, spares, cranes & other maintenance machinery. Approach road and Internal roads should be suitable load-bearing roads ensuring all-round year access to the Solar modules & other power conditioning equipment.

Bid and Bid Document shall mean the proposal submitted by the Bidder in response to this tender in accordance with the terms and conditions hereof.

Bidder shall mean the Bidding Entity or the Bidding Consortium which has submitted a proposal, in response to this tender to BSNL.

Bidding Entity shall mean a single entity, whether a firm or a Company.

BIS shall mean Bureau of Indian Standards.

Bidding Consortium shall mean a consortium of entities, being firms, companies or Governmental entities, which have submitted a proposal in response to this tender.

CAPEX shall mean Total capital cost of project.

Contract Period/ Time Schedule shall mean the period by which the work shall be completed as agreed herein between the BSNL and the Successful bidder as per clause no. 9.15

Commercial Operation Date (COD) shall mean the date on which the bidder synchronizes the entire solar power project, with the CTU Substation and certificate for the date is issued by Nodal Agency and system should remain in operation thereafter.

Company shall mean a body incorporated in India under the Companies Act, 1956/2013

Completion Certificate shall mean as defined in clause no. 9.18

Commissioning of Project shall mean the commissioning of entire Solar PV Project of ordered capacity, its interfacing with Grid/CTU and commencement of export of electrical energy to the grid for sale / captive use of BSNL.

Commissioning Certificate shall mean the certificate issued by CENTRAL NODAL AGENCY/CTU Any other authorized entity on successful commissioning of Solar PV project.

Contract Document shall mean collectively tender document, designs, drawings, specifications, agreed variations, if any, and other document constituting the tender and acceptance thereof and shall be deemed to include any amendments and/or modifications to the contract document.

CUF shall mean Capacity Utilization Factor of Solar Project which will be measured at interconnection-point and calculated in percentage as $[\text{Generation (MUs)}^{\#} / (\text{Project Capacity (MW)} * \text{Number of hrs of the period})] * 100$.

CEIG means Chief Electrical Inspector

CERC shall mean Central Electricity Regulatory Commission

Common Facilities As defined at clause number 9.36

Date of Commissioning of Solar project shall mean the date of commissioning mentioned in the certificate issued by Nodal Agency, as the case may be, on successful commissioning of the project.

Delivered Energy means the kilowatt hours of Electricity actually fed and measured by the energy meters at the Interconnection Point/Delivery Point and as certified by Nodal Agency.

DLP shall mean Defect Liability Period

Date of completion means the date of issue of completion certificate as per clause no. 9.18

Day means that the 24-hour period beginning and ending at 12.00 midnight IST.

Drawings shall include maps, plans, drawings, sketches and tracings or prints thereof with or without any modifications approved in writing by the Engineer-in-charge / consultant and such other drawings as may from time to time, be furnished or approved in writing by the Engineer-in-charge/ consultant.

EBV shall mean Evaluated Bid Value

Effective Date / Zero Date shall mean the date of issue of NOA/ LOA, whichever is earlier.

Final Acceptance shall mean completion of project activities in all respect including Performance Guarantee Test or any other test required as per contract.

NOA shall mean Notification of Award issued by BSNL.

GF means failure of power evacuation system beyond Interconnection point i.e. beyond CTU system.

Grid Sub-station (GSS) shall mean CTU substation and inter-alia connected with inter-connection point as defined above.

GST means Goods & Service Tax

IEC shall mean International Electro Technical Commission

Inter-connection Point/ Delivery Point/ Metering Point shall mean the point at which energy supplied shall be measured and shall be at the bus bar of the nearest CTU substation at which the solar power is injected.

IREDA shall mean 'Indian Renewable Energy Development Agency'.

KW means Kilo Watt.

KWh means Kilowatt Hours.

LOA means Letter of Acceptance issued by BSNL

LOI means Letter of Intent issued by BSNL

MBD shall mean Machine Break Down for insurance purpose.

MNRE shall mean Ministry of New & Renewable Energy, Government of India

MONTH shall mean a calendar month according to the Gregorian calendar beginning at 12.00 midnight on the last day of the preceding month and ending at 12.00 midnight on the last day of that month.

MW shall mean Mega Watt

NEEGG means Net Electrical Energy Generation Guarantee for a year and is calculated by using the Net Electrical Energy Generation Guarantee (NEEGG) quoted in the Bid offer by the Bidder based on Solar Resource Data using a well-known software for the offered site.

NISE shall mean National Institute of Solar Energy

NREL means National Renewable Energy Laboratory, USA

NOMINAL OUTPUT ANNUAL Means Annual incident solar irradiation at the generator surface of the PV plant x relative efficiency of the PV plant modules.

OAT shall mean Operational Acceptance Test

O&M shall mean Operation & Maintenance of Solar PV power project which inter alia, includes provisions of manpower, spares, special tools, cranes or such materials / equipment that may be required for maintaining the Solar project in operation.

OPEX shall mean Total Operation & Maintenance cost of project

Operator shall mean the person or the persons, firm or Company or corporation whose tender has been accepted for operation & maintenance by the BSNL and includes the Successful bidder 's legal Representatives, his successors and permitted assigns.

Note: Operator interchangeably has been used with Successful bidder / Successful bidder in O&M part also – SCC and SOW.

PV Photovoltaic

Plant/Solar Plant shall mean Solar Power Project/Solar PV (Photovoltaic) Power Plant/ Solar PV (Photovoltaic) Power Project /Solar Power Plant.

Pooling Substation Shall mean a dedicated substation to facilitate pooling of power from Hybrid project i.e. Wind turbine generator and solar module block with suitable Inverter Duty Transformer and step-up Transformer other allied systems, situated within the Wind - Solar Hybrid Power Project.

Project shall mean the Development, Design, Engineering, Supply, Procurement, Construction and Commissioning of the Offered/Quoted/Ordered capacity solar PV power project complete in all respects and all activities incidental thereto.

Project Life means the operational life of Solar project along with all associated equipment and the same shall not be less than 25 years from date of commissioning.

Prudent Utility Practice means accepted international / Indian practice(s), standard(s), Engineering and operation considerations, taking into account the conditions prevalent at Site including manufacturer's recommendations generally followed in the operation and maintenance of facilities similar to the power plant.

PT means potential transformer meant for measurement of voltage

PVSyst a software used for simulation of parameters related to solar power project

PR "Performance Ratio" (PR) means the ratio of actual plant output versus Calculated, nominal plant output in kWh annual as further elaborated in Annexure- VIII.

PGT means Performance Guarantee Test

QCA means Qualified Coordinating Agency

P-90, P-75, P-50 shall mean Estimation of AEP of the solar plant at different level of probability based on Solar Resource Data using a well-known software for the site.

Reactive Power / VAR shall mean the Reactive Power drawn from the grid and charged by the power utility from the BSNL and measured in KVARh.

Successful bidder / Contractor shall mean the person or persons, firm or company whose tender has been accepted by the company and includes the Successful bidder's legal representatives, his successors, executors and permitted assigns.

SCADA means Supervisory Control And Data Acquisition system

BSNL shall mean Solar Energy Corporation of India Ltd.

Site shall mean the land and other places on which work is to be carried out or any other lands or places approved for the purposes of the Contract together with any other place designated in the contract as forming part of the site.

Solar Project shall mean the complete, fully functional and operational offered/quoted in MW AC Solar power generating station including related facilities, Generating/pooling substation with suitable step up power transformers, protection system, metering system, control systems, control room, SCADA for remote monitoring, necessary infrastructure such as approach roads and transmission line from PSS to CTU substation to enable the plant to deliver electric power to 66/132/220/400 kV or at higher voltage outgoing feeders up to Inter-connection point.

Specifications shall mean directions, various technical specifications, provisions and requirements attached to the contract, which pertains to the method and manner of performing the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by the company or the Engineer-in-charge during the Performance of the contract to provide for the unforeseen conditions or in the best interest of the work or works. It shall also include the latest edition including all addendum / corrigendum of relevant Indian Standard specifications/ codes.

Sub-Contract shall mean any person or firm or company (other than the Bidder) to whom any part of the work has been entrusted by the successful bidder with BSNL prior written consent.

SMB means String Monitoring Box

VAR means reactive power

VCB means Vacuum Circuit Breaker.

WBA shall mean Wheeling Banking Agreement

Work or Works shall mean the works to be executed in accordance with the contract and part thereof as the case may be and shall include all extra, additional, altered and substituted works as required for the purpose of contract.

9.3 SCOPE OF WORK

The scope of work covered in this tender shall be as specified under **Section-XI-B1, XI-B2, XI-B3, XI-B4 of “Scope of Work”, Technical Specification as per Section XII** and as mentioned elsewhere in this tender document. It is, however, understood and confirmed by the Successful bidder that the scope as described in the bid document is not limiting in so far as the responsibilities of the Successful bidder shall include inter-alia, carrying out any and all works and providing any and all facilities those are required in accomplishing an operating system, complying fully with all requirements as are envisaged of it, complete in all respect and satisfying all Performance and guarantee requirements stated or implied from the contents of the tender document. The Successful bidder shall make all required liaisoning with the all agencies along with concerned power utilities for interconnection of the Solar project with the Central Grid, so as to commence exporting the power generated from Solar project soon after its commissioning. The Successful bidder shall get approval and tested all required equipment (like CTs, PTs, ABT meter, etc) from the CTU (if applicable) well before commissioning of the Solar project so as to avoid any delay in commissioning and export of power.

The site(s) should have clear legal title and should be free from any encumbrance.

9.4 PLACEMENT OF ORDERS FOR AWARD OF CONTRACT- SOLAR PART/SOLAR PROJECT

9.4.1 The contracts to be entered into between the BSNL and the successful bidder for implementation of the project are as mentioned below:

No seprate order for solar or other part will be given , being tariff and capacity assurance based tender no separate order for solar portion will be awarded.

9.5 RESPONSIBILITIES OF THE SUCCESSFUL BIDDER

9.5.1 All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site(s) after completion of work and liaisoning for interconnection of Solar Project with the CTU with concerned departments etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

9.5.2 Successful bidder may have to work in energized or partly energized conditions. In such cases, it shall be the responsibility of the Successful bidder to arrange for necessary permits or shuts downs and provide skilled and responsible persons for the execution of works. Successful bidder shall organize his works during the shutdown periods properly and complete the programmed works within the time given. Successful bidder shall not be paid any extra payments for working under the above said circumstances.

9.5.3 It shall be entirely the Successful bidder's responsibility to provide, operate and maintain all necessary construction equipment, scaffoldings if required and safety gadgets, cranes/hydra and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules. However, if any equipment/ facility is provided by BSNL, the same shall be on chargeable basis.

9.5.4 Procurement and supply, in sequence and at the appropriate time, of all materials and consumables shall be entirely the Successful bidder's responsibility and his rates for execution of work will be inclusive of supply of all these items.

9.5.5 In case any material is issued by the BSNL, then it will be properly used and maintained. Subsequent to completion of its use, it will be returned to BSNL in good condition. In case of damage or misuse of such stores, BSNL will recover the cost from the Successful bidder from the payments due to the Successful bidder.

- 9.5.6 The Successful Bidder shall give details of competent & eligible manpower to be deployed at the site(s) for store management, installation, testing & commissioning of Solar Project.
- 9.5.7 Deployment adequate qualified manpower, cranes, special tools & tackles, required consumables, measuring & testing equipment. Arranging construction power, water and other utilities as required for installation and commissioning of the project.
- 9.5.8 To discharge obligations relating to retirement / Superannuating benefits to employees or any other benefit accruing to them in the nature of compensation, profit in lieu / in addition to salary, etc. for the period of service with the Successful bidder.
- 9.5.9 To hand over the entire Solar Project in good working condition.

9.6 SUCCESSFUL BIDDER/ SUCCESSFUL BIDDER'S OFFICE AT SITE(S)

- 9.6.1 During the execution of the contract, the Bidder shall ensure responsible person with authority to take decisions to be available at site(s). Such person deputed by the Successful bidder shall report to the BSNL/ BSNL's consultant/ Engineer in-charge, for smooth execution and timely commissioning of the work. The Successful bidder shall also provide and maintain a site office, at each site, for the use by the BSNL / its consultant / representative. Such office(s) shall be open at all reasonable hours to receive instructions, notices or other communications.
- 9.6.2 The Successful bidder shall be responsible for any misconduct/indiscipline by his employees or sub-Successful bidder /agent employee's. The BSNL reserves the right to ask for replacement of any person in case his performance is not satisfactory or in case of any misconduct. Successful bidder would have to replace the person within 1 week of such request. The Successful bidder shall abide by the instructions of the Engineer-in-charge, if given in this and all other regard.

9.7 DELETED

9.8 DELETED

9.9 STATUTORY APPROVALS FOR WORKS

- 9.9.1 All statutory approvals / permissions related to installation & commissioning of the solar power project and carrying out its operation & maintenance (O&M) as may be required under applicable law, rules shall be obtained by the Successful bidder. All fees for such statutory approvals shall be borne by the Successful bidder till handing-over of the project to BSNL.
- 9.9.2 The Successful bidder shall be responsible for interconnection of solar power project with the CTU grid, so as to export power from Solar Project.

9.10 CONSTRUCTION CUM COMMISSIONING PERIOD

- 9.10.1 The successful bidder is required to complete the construction and commissioning of the entire Solar Project within 36 months from the date of issue of NOA/LOA.

9.11 OPERATION ACCEPTANCE TEST (OAT) : Not required

9.12 PERFORMANCE GUARANTEE TEST (PGT) : Optional at discretion of BSNL

- 9.12.1 PGT shall start the day after completion of OAT and will be done over 3 months as prescribed in Annexure- VIII.
- 9.12.2 The test to prove the Performance Guarantee test shall be conducted at site by the successful bidder in presence of BSNL's/BSNL Consultant/ Engineer-In-Charge. This test shall be binding on both the parties of the Contract. The bidder, at free of cost, shall provide any special equipment, instrumentation tools and tackles required for successful completion of the Performance Guarantee Test.
- 9.12.3 In case of non- achievement of the desired performance of the Solar Project, the bidder, in order to conform with requirements under the contract, shall take adequate measures, such as providing additional modules etc., to improve the performance of the plant at no additional cost to BSNL.

Accordingly, CPS will be extended suitably till the successful demonstration of PGT. Additionally, the Successful bidder shall be penalized for shortfall in energy generation as per Clause 9.27 of the SCC.

9.13 DEFECT LIABILITY PERIOD : Full period of contract

9.14 DELETED

9.15 CONTRACT PERIOD/ TIME SCHEDULE

9.15.1 The time period of completion of the Contract as specified in the contract by the BSNL without or with modifications, if any, and so incorporated in the Letter of Acceptance, shall be considered to be the essence of the Contract.

9.15.2 Commencement of the contract shall be reckoned from the date of issue of NOA/ LOA.

9.15.3 The contract period of contract shall be 36 months from the date of NOA/LOA.

9.16 HANDING OVER – TAKING OVER : being contract for assured power supply , the asset will be deemed to taken over by bidder for maintenance.

9.17 DRAWINGS & DOCUMENTS

Bidder shall be required to provide the documents & drawings which is to be read in conjunction with such requirements specifically mentioned at other places of the tender document. It may be noted that it is an indicative requirement and not exhaustive. Any particular document, except related to proprietary design aspects of Solar PV modules and associated equipment, required at any stage during the contract shall also be provided by the successful bidder.

9.18 COMPLETION CERTIFICATE

9.18.1 After the works have been completed, passed the specified tests, successfully completed DLP, Final Documents have been submitted, statutory approvals are in place, site has been cleared by the successful bidder etc. in accordance with the contract, the Engineer-in-Charge shall issue a certificate in which he shall certify the date of completion.

9.19 DELETED

9.20 DELETED

9.21 DELETED

9.22 MILESTONE BASED PAYMENT : Being assured energy delivery based contract , no CAPEX payment is applicable

9.23 DELETED

9.24 DELETED

9.25 DELETED

9.26 PRICE REDUCTION SCHEDULE

Note: If there is any balance work in evacuation system beyond stipulated period, PRS will be levied on total contract value. Further, PRS is applicable only on LSTK contract value (i.e. total capital cost) excluding taxes. PRS during O&M shall be dealt as per conditions mentioned in the O&M contract.

Further, it may be noted that any delay in construction/expansion of CTU substation due to the reasons not attributable to and beyond control of successful bidder shall not attract PRS.

9.26.2 The Bidder shall indicate the duration of all the activities in activity chart in conformity with the overall schedule of the project. It may be noted that Price Reduction Schedule shall not be applicable in case delay in commissioning is due to Force Majeure reasons, which are beyond the control of successful bidder.

9.27 PENALTY

9.27.1 The penalty shall be applicable over and above the Price Reduction Schedule as stipulated in clause no.9.26

9.27.2 Compensation for non-conformance of PGT as per clause no. 9.12 shall be by way of levying compensation at Rs. 5.10/kWh for equivalent shortfall in energy generation, which shall be deducted by BSNL from any sums that may be then or at any time thereafter, become due to the Successful bidder

or from the CPS submitted by the successful bidder..

It may be noted that any delay in construction/expansion of CTU substation due to the reasons not attributable to and beyond control of successful bidder shall not attract penalty.

Further, Non-availability of Power Evacuation system/Grid beyond Interconnection Point / CTU/GSS, which is beyond the control of the successful bidder shall also not attract penalty.

The Successful Bidder shall guarantee the ceiling for Total Annual Average transmission Losses (in percentage of total generation) in evacuation system of electricity till the point of interconnection for the entire Solar project as a whole. Excess losses than the guaranteed above will be payable by Successful Bidder to BSNL at Rs. 4.10/kWh, which shall be deducted from any sums that may be then or at any time thereafter, become due to the Successful bidder or from the CPS submitted by the successful bidder.

9.27.3 In case of default by the successful bidder towards fulfilling the obligation/liability as defined in DefectLiability Period clause no. 9.13, the BSNL may cause the same to be made good by self / other party and deduct expenses, as applicable, from any sums that may be then or at any time thereafter, become due to the Successful bidder or from the CPS submitted by the successful bidder.

9.27.4 If any penalty / levy becomes payable to the CTU on account of low power factor of the solar power project , the same shall be borne solely by the Successful bidder only. In case of default to pay such amount to authority, BSNL will deduct the respective amount from the final bill payment or by encashing of CPS/Security Deposit.

9.27.5 Any penalty imposed by any Statutory/ Regulatory/ External agency/ authority on the account of default of the Successful bidder, the same shall be paid solely by the successful bidder only.

9.27.6 The decision of the Engineer-in Charge with regard to the amount to be recovered from the Successful bidder will be final and binding on the Successful bidder.

—9.28 **DELETED**

9.29 **DELETED**

9.30 **TRAINING : Not applicable**

9.31 **DELETED**

9.32 NET ELECTRICAL ENERGY GENERATION GUARANTEE (NEEGG)

9.32.1 The successful Bidder shall be required to quote the Net Electrical Energy Generation Guarantee (NEEGG) for Twenty Five (25) years period at the interconnection point / metering point. The successful Bidder shall give NEEGG and PR Ratio per annum in Bid Response Sheet No 12 after considering proposed configuration and all local conditions, solar insolation, wind speed and direction, air temperature & relative humidity, barometric pressure, rainfall, sunshine duration, grid availability and grid related all other factors and losses due to near shading, incidence angle modifier, irradiance level, temperature loss, array loss, module quality loss, module array mismatch loss, soiling loss and various inverter losses etc.

9.32.2 To assess/verify feasibility of quoted NEEGG, Bidders are required to provide computation documents along with considered factors based on which NEEGG has been computed. The bidder shall submit the following documents but not limited to:

- a) Contour plan for the area with boundary/ fencing details
- b) Layout of the plant & General arrangement
- c) Shadow analysis
- d) Technical Particulars of Quoted Solar PV module as per Bid response sheet and other equipment details required for Energy Generation.

- e) Solar Insolation Data, Solar Generator Area with details.
- f) Energy Simulation study and energy estimate using PVsyst / PV Sol etc. which are accepted at industry level

Note: Only those sites shall be accepted where solar potential of the site is greater than 4.5 KWH/m²/day such that the minimum CUF as mentioned at clause no. 9.32.6 at each site is achieved. The PVsyst data will be taken as reference for this potential.

9.32.3 **Bidder shall furnish data of NEEGG, for the identified/ considered land for offer, as per Bid Response Sheet No 12 for P 90 exceedance levels using PVSyst software.**

9.32.4 Bidders are expected to undertake their own study of solar profile and other related parameters of the area where land is identified for offer and make sound commercial judgment about power output i.e. Net Electrical Energy Generation Guarantee. It shall be the responsibility of the Bidder to assess the corresponding solar insolation values and related factors of solar plant along with expected grid availability. The Bidder should assess all related factors about the proposed sites for the Project and then quote the NEEGG for the proposed Project.

9.32.5 The successful Bidder shall be responsible for achieving NEEGG. For any shortfall in NEEGG corresponding to the offer, the compensation shall be recovered from the successful Bidder as per Clause no. 9.27. The successful Bidder shall maintain the Plant equipment including its repair, replacement, overhauling, etc., so as to ensure guaranteed NEEGG per year, for which the BSNL shall pay the agreed O&M Contract Price and the applicable taxes. NEEGG guaranteed shall not be construed as limiting value of generation. The successful Bidder shall maintain such that maximum generation is achieved.

9.32.6 The Bids with NEEGG of less than or equal to 22% of CUF (AC) at any site (Considering 365 days a year) for the first year after commissioning shall be summarily rejected.

9.32.7 The deration in NEEGG quoted for any year shall not be more than 0.55% beyond the first-year post commissioning. If the Bidder anticipates any degradation of the modules during the first year, it shall be taken care of to provide additional capacity of solar PV modules to meet guaranteed generation at the end of first year to avoid liquidated damages/compensation on account of shortfall in guaranteed generation. The NEEGG of subsequent year cannot be more than the previous year's NEEGG. Bids not following these conditions shall be summarily rejected.

9.33 DELETED

9.34 TESTS / INSPECTION

9.34.1 The Contractor shall ensure that all the major critical equipment (viz. Solar PV Module, Inverter, IDT, Cables, Power Transformer etc.) in shall be thoroughly tested at manufacturing units prior to dispatch in accordance with the standard practice of the manufacturer and the applicable standards. BSNL reserves the right to witness the tests on mutually agreed items on its own and/or along with BSNL's consultant and/or third party inspection agency (TPIA) at manufacturing units. Further, BSNL reserves the right to visit the facility to see overall manufacturing / assembling process. The final test certificates for the major critical equipment shall be submitted to BSNL for records.
However, such inspections shall not absolve the Contractor from the responsibility to provide performance guarantee/warranty.

9.34.2 All major/critical items shall be inspected by third party inspection agency/. approved by BSNL / BSNL consultant and tested through NABL (National Accreditation Board for Testing and Calibration Laboratories) accredited lab during manufacture or in assembled condition, as applicable, prior to dispatch in accordance with the standard practice of the manufacturer and applicable Standards. Copies of test certificates for such inspections in triplicate shall be supplied before dispatch of the equipment.

- 9.34.3 Inspection shall be carried out on 10% quantity of the ordered Solar Modules. All other major equipments viz, Inverter, Inverter Duty Transformer & power transformers as well as all HT & EHT equipment must be inspected 100% by TPIA. For HT / EHT Circuit Breakers manufacturers test certificate shall be submitted. All other items like cables, conductors, relays and associated equipment / components shall confirm to relevant international / national standards.
- 9.34.4 In case of imported components, the same should be inspected at the stock yard / warehouse of bidder for 100 % quantity by TPIA. However, BSNL may depute their representatives for plant inspection & prototype inspection at manufacturer's works.
- 9.34.5 After the award of work, the successful bidder shall furnish a complete list and details of all tests to be conducted on all major components.
- 9.34.6 The bidder shall also furnish a schedule for inspection / testing, so that BSNL may associate his representative for witnessing of the tests. The Successful bidder shall also furnish copies of such test / inspection reports for reference and records of the BSNL.
- 9.34.7 BSNL may depute its personnel or authorized representative or consultant for witnessing the testing of major components at manufacturer's works. The bidder shall make all the required arrangements for such testing at manufacturer's work. The cost towards travelling, lodging & boarding of BSNL's personnel shall be on accounts of BSNL whereas the cost of BSNL's consultant representative shall be governed by its respective contract terms and conditions.
- 9.34.8 Successful bidder shall arrange and extend necessary cooperation for effectively carrying out inspection / testing. However, this shall not absolve the responsibility of the Successful bidder in providing the performance guarantee / warrantee.
- 9.34.9 The scope of work broadly includes review of manufacturing / fabrication procedures, QA / QC plans, review of Non-Conformance Report (NCR) issued by the Successful bidder during fabrication stage, review of documents including Quality Assurance Plan during manufacturing / fabrication activities.
- 9.34.10 All the standard tests in accordance with applicable Standards adopted, shall be carried out at the manufacturer's works on the entire major component and their accessories, so as to ensure efficient operation and satisfactory performance of all the component / parts.
- 9.34.11 Any special test to be performed shall be mutually agreed upon between the successful Bidder and BSNL.
- 9.34.12 Equipment may be further tested at site(s), wherever required, before commissioning.
- 9.34.13 The work is subject to inspection at all times and at all places by BSNL. The Successful bidder shall carry out all instructions given during inspection and shall ensure that the work is carried out according to the relevant codes and practices.
- 9.34.14 Decision of BSNL in regard to the quality of work and materials and its performance with respect to the specifications and drawings shall be final.
- 9.34.15 If any item is not found conforming to standards during test / inspection, the same shall be replaced / rectified by Successful bidder without any cost to BSNL and shall be re-offered for inspection.
- 9.34.16 Inspection and acceptance of the work as above shall not absolve the Successful bidder of any of his responsibility under this contract.

9.35 DELETED

9.36 COMMON FACILITIES

Bidder shall preferably provide dedicated power evacuation facilities/infrastructure tailored to the requirements of the BSNL's project, however, if dedicated facilities/infrastructure is not available/possible, the bidder shall also have the option to provide shared power evacuation facilities/infrastructure as outlined in the tender document.

The Bidder shall give complete details of dedicated or Common Facilities such as assets and rights which will be shared by BSNL with other Solar Power Developers in the Solar farm.

Under the Solar project, approach roads have been envisaged as common facilities. Additionally, facilities at CTU sub-station can be a common facility except metering provisions. Common Facilities also include any right of use of land for all installations and / or buildings within the Common Facilities.

For approach roads, Bidder shall comply with Right of Use (RoU/RoW) of such land as per Section VIIA- Scope

of work. Undertaking of the same shall be submitted along with bid. Bidder to mention complete mechanism for operationalization of RoU/RoW.

In case of freehold land housing any Common Facility, such freehold land shall form part of the Common Facility. It is clarified for avoidance of any doubt that solar project Land is to be provided to BSNL on exclusive basis and not on shared basis.

In any other form of right of use of land like leasehold rights or tenancy rights or a license or any right of way (ROW), such rights shall form part of Common Facilities. Bidder is to undertake that for land which is not held under freehold Ownership, necessary leasehold or other rights like tenancy or license or ROW or any valid written approval shall be obtained by it and shall be maintained by him for the Life of the Solar Plant as per tender condition/clauses.

9.37 RIGHTS OF COMMON FACILITIES

Bidder shall ensure that the BSNL shall have equal rights to use the common facilities as available to any other stakeholder including Bidder.

BSNL shall be free to assign or otherwise transfer its rights in the Common Facilities to a third party, in part or on full, who shall thereafter continue to enjoy the same rights for the remaining Life of the Solar Project, provided that BSNL shall be free to assign or otherwise transfer only after the commissioning of the Project.

The rights referred to above in respect of Common Facilities shall be equivalent to the rights (whether ownership or otherwise) as available to bidder in respect of such Common Facilities except that such rights shall be undivided shared by all other stakeholder in the Solar Farm.

Insurance of common facilities should be taken by successful bidder and shall be sole responsibility of successful bidder.

9.38 TRANSFER OF OWNERSHIP

The title of the equipment and materials supplied by the successful bidder to BSNL would be transferred to BSNL/Joint venture upon receiving the goods at site. This Transfer of Title shall not be construed to mean the acceptance and the consequent "Final Acceptance" of equipment and material. The successful bidder shall continue to be responsible for the quality and performance of such equipment and material and for their compliance with the specification during the entire period of the performance of the contract.

This transfer of Title shall not relieve the successful bidder from the responsibility as specified under the Clause No. 9.5, 9.6 of Contract document and other provisions of the Tender.

9.39 DELETED

9.40 SECURITY

During construction period, successful bidder shall secure the place and material available at site by installing security surveillance system / deputing suitable security manpower at site.

Section

SECTION – V

SPECIAL CONDITION OF CONTRACT (SCC)

FOR WIND PART

FOR DESIGN, ENGINEERING, SUPPLY, ERECTION, TESTING & COMMISSIONING

5.1 GENERAL

- 5.1.1 Special Conditions of Contract shall be read in addition and in conjunction with the General Conditions of Contract, Scope of work, Technical specifications, drawings and any other document forming part of this contract, wherever the context so requires.
- 5.1.2 Where any portion of the Special Conditions of Contract (SCC) is repugnant to or at variance with any provisions of the General Conditions of Contract (GCC), then unless a different intention appears, the provision of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract only to the extent such inconsistencies or variations in the SCC as are not possible of being reconciled with the provisions of GCC.

The materials, design and workmanship shall satisfy the applicable standards, specifications contained herein and codes referred too. Where the Technical Specifications stipulate requirements in addition to those contained in the standard codes and specifications, those additional requirements shall be satisfied.

5.2 DEFINITIONS & INTERPRETATION

The following expressions used herein and elsewhere in this document shall have the meaning indicated against each unless repugnant to the subject or context or are changed with mutual consent:

Client/BSNL/Purchaser/Employer shall mean BSNL Limited having its registered office at Deendayal Urja Bhawan, 5A, Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, and includes its successor and assigns.

Acts / Codes shall mean, but not limited to the following, including the latest amendments, and / or replacements, if any: -

1. Electricity Act, 2003 with amendments thereto, if any.
2. A.I.E.E Test Codes
3. American Society of Testing of Materials (ASTM Codes).
4. Relevant standards of the Bureau of Indian Standards (IS Codes)
5. Arbitration and Conciliation Act, 1996, and Rules made there under.
6. Environment (Protection) Act, 1986 and Rules made there under.
7. Other approved standards and / or Rules and Regulations touching the subject matter of the Contract.

Applicable Laws means any statute, law, regulation, ordinance, rule, judgment, order, decree, restriction, directive, governmental authorizations, requirements of Applicable Permits and any agreements, decisions, acts, instructions, requirements, directions and notifications of the competent authority having jurisdiction over the matter in question, whether in effect as on bid closing date.

ABT Meter means meter for measurement of power and energy as per IEGC / CEA Metering Regulations

AEP means Annual Energy Production of the WTG or Wind project as metered at metering point

Approach roads & internal roads: The approach road shall mean the road connecting the WTG with the nearest highway/ village road or any other such road. The internal road shall mean the roads connecting boundaries of two WTGs. All the WTGs shall be accessible through approach roads or internal roads suitably for transporting the plant equipment, spares, cranes & other maintenance machinery. Approach roads & internal roads shall be of earthen type load bearing motorable roads.

Bid and Bid Document shall mean the proposal submitted by the Bidder in response to this tender in accordance with the terms and conditions of the tender.

Bidder shall mean the Bidding Entity or the Bidding Consortium which has submitted a proposal, in response to this tender to BSNL.

Bidding Entity shall mean a single entity, whether a firm or a Company.

BIS shall mean Bureau of Indian Standards.

BOP shall mean Balance of Plant

BRS shall mean Bid Response Sheet

Bidding Consortium shall mean a consortium of entities, being firms, companies or Governmental entities, which have submitted a proposal in response to this tender.

CAPEX shall mean Total capital cost of Project.

Contract Period/ Time Schedule shall mean the period by which the work shall be completed as agreed herein between the BSNL and the Successful bidder as per clause no. 5.16

Commercial Operation Date (COD) shall mean the date on which the bidder synchronizes the last Wind Energy Generator, of the entire Wind Project, with the Grid system and certificate for the date is issued by Nodal Agency.

Company shall mean a body incorporated in India under the Companies Act, 1956 or 2013

Completion Certificate shall mean as defined in clause no. 5.19

Commissioning of Project shall mean the commissioning of entire Wind Project of ordered capacity, its interfacing with Grid, connectivity approval and commencement of export (i.e. injecting the power into grid) of electrical energy to the grid for sale / captive use of BSNL.

Commissioning Certificate shall mean the certificate issued by CENTRAL NODAL AGENCY/CTU/TRANSCO/Any other authorized entity on successful commissioning of wind Project.

Contractor /Successful Bidder shall mean the person or persons, firm or company whose tender has been accepted by the company and includes the Contractor's legal representatives, successors, executors and permitted assigns. With respect to O&M services, Contractor/Successful bidder shall also mean O&M Operator or Operator.

Contract Document shall mean collectively tender document, designs, drawings, specifications, agreed variations, if any, and other document constituting the tender and acceptance thereof and shall be deemed to include any amendments and/or modifications to the contract document.

CUF shall mean Capacity Utilization Factor of Wind-Solar Hybrid Project which will be measured at interconnection-point and calculated in percentage as Cumulative Generation (MUs)*100/ {(Project Capacity (MW) * Number of hrs of the period).

CEIG means Chief Electrical Inspector of respective state

CERC shall mean Central Electricity Regulatory Commission

Common Facilities As defined at clause number 5.37

Date of Commissioning of wind-solar hybrid energy generator shall mean the date of commissioning mentioned in the certificate issued by Concerned Agency, as the case may be, on obtaining connectivity approval and successful commissioning of Wind and solar project.

Delivered Energy means the kilowatt hours of Electricity actually fed and measured by the energy meters at the Delivery Point and as certified by state SLDC/ Concerned Agency.

DLP shall mean Defect Liability Period

Date of completion means the date as mentioned in the Completion Certificate issued as per clause no. 5.19

Day means that the 24-hour period beginning at 00:00 hours (midnight) Indian Standard Time (IST) of a day and ending at 00:00 hours (midnight) IST of the successive day.

Drawings shall include maps, plans, drawings, sketches and tracings or prints thereof with or without any modifications approved in writing by the Engineer-in-charge / consultant and such other drawings as may from time to time, be furnished or approved in writing by the Engineer-in-charge/ consultant.

EBV shall mean Evaluated Bid Value

Effective Date / Zero Date shall mean the date of issue of Notification of Award (NOA), whichever is earlier.

Final Acceptance shall mean completion of project activities in all respect including 96 Hrs test run & Power curve performance test or any other test required as per contract.

NOA shall mean Notification of Award issued by BSNL.

GF shall mean Grid Failure i.e., failure of power evacuation system, including breakdown / curtailment/ breakdown sought by CTU, beyond Inter-connection point beyond which the operational limits of CTU/ Transco system start.

Grid Sub-Station (GSS) shall mean CTU substation and inter-alia connected with interconnection point as defined.

GST means Goods & Services Tax

IEC shall mean International Electro Technical Commission

Interconnection point / Delivery point / Metering Point shall mean the point at which energy supplied shall be measured and shall be the bus bar of the nearest CTU substation at which the wind power is injected.

IREDA shall mean 'Indian Renewable Energy Development Agency'.

KW means Kilo Watt.

KWh means Kilowatt Hours.

LCS means local control system.

Machine Availability (MA) shall mean the % availability of WTG, including power evacuation system, for the Wind Project in healthy condition irrespective of wind condition and it shall be calculated as per clause no. 5.11.4 & 6.12

MBD shall mean Machine Break Down for insurance purpose.

Micro-siting shall mean identification of points on the offered land contours based upon wind resource assessment, where individual WTG is to be located in the wind project. These locations (points) for the WTGs shall be optimized to have maximum possible energy generation.

MNRE shall mean Ministry of New & Renewable Energy, Government of India

MONTH shall mean a calendar month according to the Gregorian calendar beginning at 00:00 Hours midnight on the last day of the preceding month and ending at 00:00 Hours midnight on the last day of that month.

MW shall mean Mega Watt

NACELLE ASSEMBLY shall mean set of generating equipment consisting of Gear Box and generator.

NIWE shall mean National Institute of Wind Energy

O&M shall mean Operation & Maintenance of wind project which inter alia, includes provisions of manpower, spares, special tools, cranes or such materials / equipment that may be required for maintaining the WTGs in operation.

OEM shall mean Original Equipment Manufacturer

OPEX shall mean Total Operation & Maintenance cost of Wind/solar/hybrid project

Operator shall mean the person or the persons, firm or Company or corporation whose tender has been accepted for operation & maintenance by the BSNL and includes the Contractor's legal Representatives, successors and permitted assigns.

Note: Operator interchangeably has been used with Contractor/ Successful bidder.

Pooling Substation (PSS) shall mean a substation, on dedicated or shared basis, to facilitate pooling of power from all WTGs of the Wind Project and solar PV plant with suitable step-up transformer and other allied systems.

Project shall mean the Development, Design, Engineering, Supply, Procurement, Construction and Commissioning of the Wind-Solar hybrid Project complete in all respects and all activities incidental thereto.

Project Life means the operational life of the Wind-Solar Hybrid Project and the same shall not be less than 25 years from Commercial Operation Date.

Prudent Utility Practice means accepted international / Indian practice(s), standard(s), engineering and operation considerations, taking into account the conditions prevalent at Site including manufacturer's recommendations generally followed in the operation and maintenance of facilities similar to the power plant.

Power Curve is a curve drawn with wind velocity in meter per second as axis and the corresponding power generated by WTG as ordinate at standard density of air.

P-90, P-75, P-50: shall mean Estimation of AEP of a wind-Solar Hybrid project at different level of probability by experts / Consultant based on Wind Resource Data and solar irradiance for the site.

QCA means Qualified Coordinating Agency

Reactive Power shall mean the Reactive Power drawn from the grid and charged by the power utility and measured in KVARh.

SCADA means Supervisory Control and Data Acquisition system

SCOD shall mean Scheduled Commercial Operation Date of the Wind-Solar Hybrid Project i.e. 24 months from the date of award of NOA by BSNL.

Site shall mean the land and other places on which work is to be carried out or any other lands or places approved for the purposes of the Contract together with any other place designated in the contract as forming part of the site.

SPSS shall mean Skid-Mounted Packaged Sub Station

Specifications shall mean directions, various technical specifications, provisions and requirements attached to the contract, which pertains to the method and manner of performing the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by the company or the Engineer-in-charge during the Performance of the contract to provide for the unforeseen conditions or in the best interest of the work or works. It shall also include the latest edition including all addenda/corrigenda of relevant Indian Standard specifications/codes.

Stabilization Period shall mean time required for fine tuning of the WTG and is considered as 60 Days from the date of commissioning as per clause no. 5.11

Sub-Contract shall mean any person or firm or company (other than the Bidder) to whom any part of the work has been entrusted by the successful bidder with BSNL's prior written consent.

VAR means reactive power.

VCB means Vacuum Circuit Breaker

WBA shall mean Wheeling Banking Agreement

WTG shall mean Wind Electric Generator

WTG Land refers to such plot of land on which each of the WTG, its Associated Equipment, the Unit Transformer and the Unit Switchyard or SPSS shall be located.

Hybrid (Wind-Solar) Project/Plant shall mean the complete, fully functional and operational Wind-Solar Hybrid power generating station of required including related allied system, 33 kV HT lines, Pooling substation with suitable step up power transformers, protection system, metering system, control systems, control room, SCADA for remote monitoring, necessary infrastructure such as approach roads and transmission line from PSS to GSS/CTU to enable the plant to deliver electric power to 132/220/400 kV or at higher voltage outgoing feeders up to Inter-connection/CTU point.

Work or Works shall mean the works to be executed in accordance with the contract and part thereof as the case may be and shall include all extra, additional, altered and substituted works as required for the purpose of contract.

5.3 SCOPE OF WORK

The scope of work covered in this tender shall be as specified under **Section-VII-A1, VII-A2, VII-A3 & VII-A4 of “Scope of Work”, Technical Specification as per Section VIII** and as mentioned elsewhere in this tender document. It is, however, understood and confirmed by the Successful bidder that the scope as described in the bid document is not limiting in so far as the responsibilities of the Successful bidder shall include inter-alia, carrying out any and all works and providing any and all facilities those are required in accomplishing an operating system, complying fully with all requirements as are envisaged of it, complete in all respect and satisfying all Performance and guarantee requirements stated or implied from the contents of the tender document.

The Successful bidder shall make all required liaisoning with the all agencies along with concerned power utilities for interconnection of the wind project with the State Grid, so as to commence exporting the power generated from wind project soon after its commissioning. The Successful bidder shall get approval and get tested all required equipment (like CTs, PTs, ABT meter, etc) from the power utility (if applicable) well before commissioning of the wind project so as to avoid any delay in commissioning of WTGs and export of power.

It will be responsibility of the bidder to arrange for the capacity allocation & developers’ permission as applicable by the Nodal Agency for the development of Wind Project at the offered site(s).

The WTG Land and other land involved in the Project will be provided by BSNL and shall be free from any encumbrance.

5.4 PLACEMENT OF ORDERS FOR AWARD OF CONTRACT- WIND PART : The contract will be awarded as complete group captive power. NO separate order will be issued for various component,

5.5 RESPONSIBILITIES OF THE SUCCESSFUL BIDDER

- 5.5.1 All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site(s) after completion of work and liaisoning for interconnection of wind project with the CTU with concerned departments etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 5.5.2 Successful bidder may have to work in energized or partly energized conditions. In such cases, it shall be the responsibility of the Successful bidder to arrange for necessary permits or shut downs and provide skilled and responsible persons for the execution of works. Successful bidder shall organize his works during the shutdown periods properly and complete the planned works within the time given. Successful bidder shall not be paid any extra payments for working under the above said circumstances.
- 5.5.3 It shall be entirely the Successful bidder's responsibility to provide, operate and maintain all necessary construction equipment, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules. However, if any equipment / facility are provided by BSNL, the same shall be on chargeable basis.
- 5.5.4 Procurement and supply, in sequence and at the appropriate time, of all materials and consumables shall be entirely the Successful bidder's responsibility and his rates for execution of work will be inclusive of supply of all these items.
- 5.5.5 In case any material is issued by the BSNL, then it will be properly used and maintained. Subsequent to completion of its use, it will be returned to BSNL in good condition. In case of damage or misuse of

such stores, BSNL will recover the cost from the Successful bidder from the payments due to the Successful bidder.

- 5.5.6 The Successful Bidder shall give details of competent & eligible manpower to be deployed at the site(s) for store management, installation, testing & commissioning of Wind Project.
- 5.5.7 Deployment of adequate qualified manpower, cranes, special tools & tackles, required consumables, measuring & testing equipment. Arranging construction power, water and other utilities as required for installation and commissioning of the project.
- 5.5.8 To hand over the entire system in good working condition.

5.6 SUCCESSFUL BIDDER/ CONTRACTOR'S OFFICE AT SITE(S)

- 5.6.1 During the execution of the contract, the Bidder shall ensure responsible person with authority to take decisions to be available at each site(s). Such person deputed by the Successful bidder shall report to the BSNL/ BSNL's consultant Engineer in-charge, for smooth execution and timely commissioning of the work. The Successful bidder shall also provide and maintain a site office, at each site/ reasonably close distance from each site, for the use by the BSNL / its consultant / representative. Such office(s) shall be open at all reasonable hours to receive instructions, notices or other communications.
- 5.6.2 The Successful bidder shall be responsible for any misconduct / indiscipline by his employees or sub-Contractor/ agent employee's. The BSNL reserves the right to ask for replacement of any person in case his performance is not satisfactory or in case of any misconduct. Successful bidder would have to replace the person within 1 week of such request. The Successful bidder shall abide by the instructions of the Engineer- in-charge, if given in this and all other regard.

5.7 DELETED

5.8 DELETED

5.9 STATUTORY APPROVALS FOR WORKS

- 5.9.1 All statutory approvals / permissions related to installation & commissioning of the wind power project and carrying out its operation & maintenance (O&M) as may be required under applicable law/ rules shall be obtained by the successful bidder. All fees for such statutory approvals for installation & commissioning shall be borne by the Successful bidder till handing-over of the Wind Project to BSNL, including any such penalties or arrears accruing during that period.
- 5.9.2 The Successful bidder shall be responsible for interconnection of wind project with the interconnection point at GSS/CTU Sub station, so as to export power from wind project.

5.10 CONSTRUCTION CUM COMMISSIONING PERIOD

- 5.10.1 The successful bidder is required to complete the construction and commissioning of the entire wind project of ordered capacity within 12 months from the date of issue of NOA.

5.11 STABILIZATION PERIOD

- 5.11.1 Immediately, after commissioning of WTGs in the wind project the Successful bidder shall start

undertaking stabilization activities for the WTGs and related Balance of Plant. All stabilization activities shall be completed within stipulated period of 60 days from the date of commissioning of the Wind project.

- 5.11.2 Post commissioning checks on turbines viz. fine tuning of pitching & yawing mechanism, checks for oil leakages, braking system, voltage converters, providing of auto start facility on each WTG irrespective of Grid failure period, any other checks as prescribed in Contractor's Protocol, checking of all electrical installations & rectification of defects observed, if any, attending to all punch points, torqueing, checks of all bolts & lubrication of bearings after first 500 operational hours of WTGs.

5.12 96 HOURS SHORT TIME TEST RUN : Bidder may carryout same as per his option

5.13 POWER CURVE PERFORMANCE TEST : Not applicable

5.14 DELETED

5.15 DELETED

5.16 CONTRACT PERIOD/ TIME SCHEDULE

5.16.1 The time and the date of completion of the Contract as specified in the contract by the BSNL without or with modifications, if any, and so incorporated in the Letter of Acceptance, shall be considered to be the heart of the Contract.

5.16.2 Commencement of the contract shall be reckoned from the date of issue of NOA.

5.17 DELETED

5.17.1 DEFECTS AFTER TAKING OVER TILL COMPLETION CERTIFICATE

i. In order that the Successful Bidder could obtain a completion certificate, he/she shall rectify any defect arising from the defective materials or workmanship or any act or omission of the contract or that may have been noticed or developed after the works or group of the works has been taken within a reasonable time, as deemed necessary by the Engineer-in-Charge/ BSNL consultant.

ii. However, in case of unforeseen /genuine delay, Engineer-in-Charge may take a call on this aspect whose decision shall be final. If any defect is not remedied within the period stipulated above, BSNL may proceed to do the work at Successful Bidder's risk and expenses and deduct from the final bill such amount as may be decided by BSNL.

iii. All the aforesaid safeguards /rights provided for BSNL shall not prejudice its other rights/remedies elsewhere provided herein and / or under law.

5.18 DRAWINGS & DOCUMENTS

Bidder shall be required to provide the documents & drawings, which is to be read in conjunction with such requirements specifically mentioned at other places of the tender document. It may be noted that it is an indicative requirement and not exhaustive. Any particular document, except related to proprietary design aspects of WTG, required at any stage during the contract shall also be provided by the successful bidder.

5.19 COMPLETION CERTIFICATE

After the works have been completed, passed the specified tests, Final Documents have been submitted, statutory approvals are in place, site has been cleared by the successful bidder etc. in accordance with the contract, the Engineer-in-Charge shall issue a certificate in which he shall certify the date of completion.

5.20 DELETED : Since tariff based bid hence no mile stone payment applicable,

- 5.24 DELETED**
- 5.25 DELETED**
- 5.26 DELETED**
- 5.27 DELETED**
- 5.28 PENALTY (To be redrafted)**

- 5.28.1 The penalty shall be applicable over and above the Price Reduction Schedule as stipulated in clause no. 5.27.
- 5.28.3 In case of default by the successful bidder towards fulfilling the obligation/liability as defined in Defect Liability Period clause no. 5.14, the BSNL may cause the same to be made good by self / other party and deduct expenses, as applicable, from any sums that may be then or at any time thereafter, become due to the Successful bidder or from the CPS submitted by the successful bidder.
- 5.28.4 Compensation for non-conformance of Power Curve Testing as per Clause No. 5.13 and Annexure- IX , shall be additional and shall be governed as detailed out in Annexure- IX .
- 5.28.5 Deleted.
- 5.28.6 If any penalty / levy becomes payable to the Central Transmission Utility on account of low power factor of the Wind Project, the same shall be borne solely by the Successful bidder only. In case of default to pay such amount to authority, BSNL will deduct the respective amount from the final bill payment or by encashing of CPS/Security Deposit.
- 5.28.7 Any penalty imposed by any Statutory/ Regulatory/ External agency/ authority on the account of default of the successful bidder, the same shall be paid solely by the successful bidder only.
- 5.28.8 The decision of the Engineer-in Charge with regard to the amount to be recovered from the Successful bidder will be final and binding on the Successful bidder.

5.29 DELETED

5.30 DELETED

5.31 DELETED

5.32 DELETED

5.33 ESTIMATED ANNUAL ENERGY PRODUCTION

- 5.33.1 Bidder shall submit estimated Annual Energy Production (AEP) of the offered wind project by using Wind Resource Assessment tools & will declare the annual CUF of Project in his bid submission. Annual CUF shall not be less than 32%.
- 5.33.2 In normal situation, no change in data once furnished by the bidder at the time of submission of the bid relating to estimation of generation like machine model, rotor diameter, hub height, location of site(s), micro-siting plan of the wind project etc.; shall be permitted.

5.33.3 However, after award of the contract, due to unavoidable circumstances, if it becomes necessary to change the location then such changes may be accepted by the BSNL provided the new location offers the same AEP of the bidder accepted during bid evaluation or higher AEP. In such an event, BSNL will get the revised AEP verified by the BSNL's Consultant / NIWE with the changed data to ascertain that revised AEP for changed location is same or higher to original AEP accepted at the time of bid evaluation. Change of location will be allowed with no additional cost implication to the BSNL over the awarded value of the contract.

5.34 DELETED

5.35 DELETED

5.35.1 All major/critical items may be inspected by third party inspection agency (TPIA) or BSNL.

5.35.2 Inspection shall be carried out on 10% of the ordered quantity of the major equipment viz WTG, nacelle assembly including generator, rotor blades, towers and power transformers in assembled condition. Further, Bidder shall submit equipment test certificate of balance 90% of the ordered quantity to BSNL prior to dispatch, for issuance of dispatch clearance.

Upon delivery of major equipment viz WTG, nacelle assembly including generator, rotor blades, towers at site, BSNL shall have a right of 100% of Major Equipment verification at site before its acceptance & payment of WTG delivery milestone, on pro-rata basis.

Furthermore, BSNL reserves the right to conduct inspections of additional quantities on a mutually agreed basis between the bidder and BSNL. For HT / EHT Circuit Breakers manufacturers test certificate shall be submitted. All other items like cables, conductors, relays and associated equipment / components shall confirm to relevant international / national standards.

In case of imported components, the same should be inspected at the stock yard / warehouse of bidder for 100 % quantity by TPIA . However, BSNL may depute their representatives for plant inspection & prototype inspection at manufacturer's works.

5.35.4 After the award of work, the successful bidder shall furnish a complete list and details of all tests to be conducted on all major components under a Quality Assurance Plan (QAP). Successful bidder shall get the QAP reviewed/approved by BSNL/BSNL's consultant.

5.35.5 The bidder shall also furnish a schedule for inspection / testing, so that BSNL may associate his representative for witnessing of the tests. The Successful bidder shall also furnish copies of such test / inspection reports for reference and records of the BSNL.

5.35.6 BSNL may depute its personnel or authorized representative or consultant for witnessing the testing of major components at manufacturer's works. The bidder shall make all the required arrangements for such testing at manufacturer's work. The cost towards travelling, lodging & boarding of BSNL's personnel shall be on accounts of BSNL whereas the cost of BSNL's consultant representative shall be governed by its respective contract terms and conditions.

5.35.7 Successful bidder shall arrange and extend necessary cooperation for effectively carrying out inspection / testing. However, this shall not absolve the responsibility of the Successful bidder in providing the performance guarantee / warrantee.

5.35.8 The scope of work broadly includes review of manufacturing / fabrication procedures, QA / QC plans, review of Non-Conformance Report (NCR) issued by the Successful bidder during fabrication stage, review of documents including Quality Assurance Plan during manufacturing / fabrication activities.

5.35.9 All the standard tests in accordance with applicable Standards adopted, shall be carried out at the

manufacturer's works on the entire major component and their accessories, so as to ensure efficient operation and satisfactory performance of all the component / parts.

5.35.10 Any special test to be performed shall be mutually agreed upon between the Bidder and BSNL

5.35.11 Equipment may be further tested at site(s), wherever required, before commissioning.

5.35.12 The work is subject to inspection at all times and at all places by BSNL. The Successful bidder shall carry out all instructions given during inspection and shall ensure that the work is carried out according to the relevant codes and practices.

5.35.13 Decision of BSNL in regard to the quality of work and materials and its performance with respect to the specifications and drawings shall be final.

5.35.14 If any item is not found conforming to standards during test / inspection, the same shall be replaced / rectified by Successful bidder without any cost to BSNL and shall be re-offered for inspection.

5.36 DELETED

5.37 DELETED

5.38 RIGHTS OF COMMON FACILITIES

- a) Bidder shall ensure that the BSNL shall have equal rights to use the common facilities as available to any other stakeholder including Bidder.
- b) BSNL shall be free to assign or otherwise transfer its rights in the Common Facilities to a third party, in part or on full, who shall thereafter continue to enjoy the same rights for the remaining Life of the Wind Project, provided that BSNL shall be free to assign or otherwise transfer only after the commissioning of the Project.
- c) The rights referred to above in respect of Common Facilities shall be equivalent to the rights (whether ownership or otherwise) as available to bidder in respect of such Common Facilities except that such rights shall be undivided shared by all other stakeholder in the Wind Farm.
- d) Insurance of common facilities should be taken by successful bidder and shall be sole responsibility of successful bidder.

5.39 FACILITIES / RIGHTS OF USE / ACCESS OF COMMON FACILITIES

The following facilities shall be used either exclusively (if BSNL is the exclusive user of the Wind Farm) or on sharing basis by other developers in the Wind Farm (if BSNL is not the exclusive user of the Wind Farm) including (but not limited to) the following:

- a) All internal roads including approach roads to WTGs in the wind farm.
- b) Internal evacuation system of wind farm consisting of 33 kV (or applicable voltage) lines including spur lines from individual WTG and associated equipment for transfer of wind power generated from WTGs to pooling station of wind farm which shall be dedicated feeders for the BSNL and shall not be shared facilities.
- c) Pooling station consisting of EHV transformers (if required), associated equipment, control system, structures, metering system, control room building, stores etc. for stepping up of voltage from internal evacuation system to appropriate State grid voltage system.

The necessary provisions for storing the fast moving consumables / spares etc. shall be available in the CMCS building as per the requirement.

5.40 TRANSFER OF OWNERSHIP

The title of the equipment and materials supplied by the successful bidder to BSNL would be transferred to Joint venture upon receiving the goods at site. This Transfer of Title shall not be construed to mean the acceptance and the consequent “Final Acceptance” of equipment and material. The successful bidder shall continue to be responsible for the quality and performance of such equipment and material and for their compliance with the specification during the entire period of the performance of the contract.

This transfer of Title shall not relieve the successful bidder from the responsibility as specified under the Clause No. 5.5, 5.6 of Contract document and other provisions of the Tender.

5.41 DELETED

5.42 SECURITY

During construction period, successful bidder shall secure the place and material available at site by installing security surveillance system / deputing suitable security manpower at site.

SECTION – VII: SCOPE OF WORK (SOW)-WIND PROJECT

SECTION VII-A1: SCOPE OF WORK FOR LAND ACQUISITION & LAND DEVELOPMENT

7.1 PROJECT LOCATION

7.1.1 The Bidder is required to quote for setting up of a Co-located Wind/Solar/ Hybrid Project with a capacity of offered/quoted project capacity at any location in India

7.2 BASIC CONSIDERATIONS FOR LAND FOR WIND PROJECT

7.2.1 The land should be utilized for the following purpose:

- i) Adequate and suitable land for Installation of Wind Project, Control Rooms, PSS, Offices, Public Convenience, Security etc. The Bidder is required to quote for offered capacity of the project with adequate land as per policy of the state.
- ii) The bidder shall also arrange the Right of Use (ROU)/Right of Way (ROW) for transmission line from WTGs to PSS to GSS/CTU.
- iii) Construction of internal roads, as required, for smooth & trouble-free O&M.
- iv) Construction/ development of proper approach roads to the Wind project, as required.
- v) Setting up internal & external transmission lines, unit-transformers and evacuating the power generated from wind turbines up to the nearest Sub Station of CTU as point of interconnection.

7.2.2 Legal Requirements of Land

Arrangement of land shall be done by BSNL as per attached list

- (i) Bidder shall be responsible for completing the formalities and ensuring Transfer of title in the name of BSNL (Ownership and possession in favour of BSNL) for Freehold/Leasehold land including but not limited to ensuring execution of conveyance deed, mutation etc in favour of BSNL. In case of long-term lease, bidder shall be responsible for completing Lease deed in favour of BSNL for a period not less than 27 years from SCOD of the Wind Project.
- (ii) Bidder shall arrange for change of the land use in the records / as per policy of the Government and ensure that the land use allows the purpose for which the land is being ~~procured~~planned -i.e. setting up of a wind energy project along with all necessary ancillary requirements like substation, transmission line, approach road, security, office/other buildings etc.

iii) Bidder shall arrange for change of the land use in the records / as per policy of the Government and ensure that the land use allows the purpose for which the land is being ~~procured~~ planned to be used i.e. setting up of a wind energy project along with all necessary ancillary requirements like substation, transmission line, approach road, security, office/other buildings etc.

7.2.3 Bidder shall be responsible for carrying out all Land development related activities including cleaning, levelling and other. Bidder shall construct all civil works including administrative building having control room, store, office, amenities, water arrangement, extensions etc. construction water and electricity at all respective sites. Further, bidder shall also ensure water availability for drinking/utility purposes at all concerned buildings/locations.

7.2.4 Bidder shall be solely responsible for construction of approach roads / internal roads, as required, to WTGs sites and internal service roads for O&M and other purposes.

SECTION VII-A2: SCOPE OF WORK (DESIGN, ENGINEERING & SUPPLY)

The Scope of Supply covered under this specification shall be but not limited to the following:

7.3 SITE CONDITIONS

7.3.1 Bidder shall satisfy himself of the site conditions and shall apprise himself of the procedure for engagement of agencies/ labour and shall collect other relevant information that may be required before submitting the bid. Claims and objections due to ignorance of site condition will not be considered after submission of the bid.

7.3.2 Bidder shall fully acquaint himself as to all conditions and matters, which may in any way affect the work or the cost thereof. The bidder shall be deemed to have himself independently obtained all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.

7.3.3 Bidder shall be deemed to have visited and carefully examined the site and surroundings to have satisfied himself about the nature of all existing facilities, infrastructure available for transport and communications and access to the site for developing the wind power project.

7.3.4 Bidder is deemed to have acquainted himself of Government taxes, laws structure, regulations, levies and other charges relating to the tendered work at site.

7.3.5 Bidder shall obtain all the necessary clearances / permission / NOCs etc. for development of the site for wind power project.

7.3.6 Any neglect or omission or failure on the part of the bidder in obtaining necessary clearances and reliable information upon the forgoing or any other matter affecting the bid shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the bid.

7.4 LOCAL CONDITIONS

7.4.1 It will be imperative on the part of each bidder to acquaint himself with all local laws, conditions and factors which may have any effect or bearing on the execution of works and supplies under the scope of this tender. In their own interest, the bidders are required to familiarize themselves with (but not limited to) the Indian Income Tax Act, Indian Companies Act, Indian Customs Act, Factories and Boiler Act, Contract Labour (regulation and abolition) Act, Arbitration Act, PF Act and other related Acts and Laws and Regulations of India with their latest amendments as applicable. The BSNL shall not entertain any clarification from the Bidder(s) regarding such local conditions.

7.4.2 It shall be understood & agreed that above factors have been properly investigated and considered while submitting the offer. No claim for financial or any other adjustments to contract price or completion time on account of lack of clarity of such factors shall be entertained.

7.5 DESIGN, ENGINEERING, MANUFACTURING / PROCUREMENT / SUPPLY

Design, engineering, manufacture, testing and supply at site of suitable low voltage, 50 Hz, upwind, horizontal axis Wind Turbine Generators (WTGs) of suitable rating complete with all equipment and accessories as may be required for erection, testing & commissioning and successful continuous operation of offered capacity in MW. The Wind Electric Generator (WEG)/Wind Turbine Generator (WTG) should be included in the latest list of “Manufacturers of Wind Electric Generators / Wind Turbine equipment” – RLMM (Revised list of Models and Manufacturers) Issued by MNRE (Ministry of New & renewable Energy), Government of India prior to the originally scheduled date of techno-commercial bid opening. The WTGs shall be equipped with current limiting devices and capacitors (in case of induction generators) so as to maintain power factor conforming to the requirement of State/Central grid. The bidders shall follow, in general, the latest “Guidelines for Development of Wind Power Projects” issued by MNRE from time to time.

Bidder shall ensure compliance with the requirements of “Indian Electric Grid Code” 2010 notified by CERC.

Bidder shall be responsible for Design, engineering, manufacturing / procurement /supply of all the items essential for testing & commissioning and Operation & Maintenance of the wind project but not limited to:

- i. Design, engineering, manufacturing / supply at site(s) of wind project for internal electrical system, including transformers, HT/EHT lines, HT/LT panels, kiosks, protection equipment etc.
- ii. Supply of ABT type meter(s) as per CEA/CTU/ SLDC regulations/norms/ requirements, as applicable, for recording data regarding export and import of power to / from Central grid and recording KVAH & KVARH data on real time basis with Auto-Metering Reading (AMR) Facility and bidder shall also supply MRI along with compatible software including PC/laptop.
- iii. Design, engineering, manufacturing / supply of all requisite equipment’s required for power evacuation system for evacuation of power from the wind power plant to the nearest CTU Sub-Station.
- iv. Design, engineering, manufacturing / supply and construction of pooling Sub-Station, as required, and Transmission line of requisite capacity to the nearest CTU substation.
- v. Design, engineering, manufacturing / supply of VAR drawl compensation system, if required.
- vi. Design, engineering, manufacturing / supply of all control systems to control WTGs, receive data, processing and getting required report on energy generation, wind speed etc.
- vii. Any other item not specified but essential for the Wind Power Project

Bidder shall be capable of providing post commissioning trouble shooting, operation and maintenance services to achieve high standards of performance as prescribed in bid document.

Bidder shall preferably provide dedicated CMCS/SCADA/PE facilities including PSS and internal and external line /infrastructure as per the requirements of the BSNL's best interest. However, if dedicated CMCS/SCADA/PE facilities including PSS and internal and external line/infrastructure is not available/possible, the bidder shall also have the option to provide shared infrastructure as outlined in the tender documentation.

7.6 Deleted

7.7 BAY EXTENSION AT GRID SUBSTATION (GSS)/CTU, if required.

- Bay extension at the existing CTU substation or as directed by CTU authorities shall be established by the successful bidder along with necessary control, protection, data communication and Tariff metering panels.
- All the interfacing works of the existing control power supplies, protection, control, data integration and display etc. in coordination with the respective Original Equipment Manufacturers (OEM), CTU authorities and BSNL

shall be in the scope of the Successful bidder.

- The Bay extension and interconnection with grid and metering, the Contractor shall Co-Ordinate with CTU and conform to state/ centre Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

For clarification purpose: If CTU prefers to execute bay extension works under Deposit Contribution Works (DCW) basis on payment of estimated cost, the same shall be borne by the Successful bidder and shall be deemed to be included in the quoted LSTK contract rates.

7.8 SOURCES OF COMPONENTS

The bidder shall furnish the make and source of various components of the Wind project as per format given in the bidding document.

SECTION-VII-A3: SCOPE OF WORK (ERECTION, TESTING & COMMISSIONING)

The Scope of work of Erection, Testing & Commissioning covered under this section shall be the following read in conjunction with Technical Specifications and SCC. Anything not specifically mentioned hereunder but required for successful commissioning & handover of the ordered capacity shall be in bidder's scope.

7.9 STATUTORY APPROVALS

The bidders are required to obtain all necessary statutory approval/clearances, wherever required, from Government departments, clearances and permits as required for setting up the wind power projects, including but not limited to the following which shall be in scope of bidder only.

- Water Requirement during construction, if required
- Power Requirement during construction, if required
- Airports Authority of India
- Pollution Control Board
- State/Central Renewable Energy Development Agency
- State/Central Power Utilities Viz. Transmission Company / Distribution Company
- Electrical Inspectorate (CEIG)
- Forest Department
- No Objection (NOC)/ Environmental clearance (if applicable)
- MNRE clearances
- MoD clearances (if required)
- Mining Department
- Railway Approval (if required)
- PTCC Approval (if required)

- Other applicable permissions / clearances relevant for the offered site(s).
- Required applicable clearances from statutory bodies including clearance from army / air force, defence etc. shall be obtained by the Bidder / Contractor
- Any other approvals, permits, clearances/permissions etc. required for setting up of the wind power project (including connectivity), and/ or dedicated transmission network up to interconnection/ delivery point including those required from CTU, Government and local bodies.

NOTES:

- a) The above clearances, as applicable for the Project, shall be required to be submitted to BSNL 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.
- b) The Bidder shall be required to facilitate BSNL to follow the applicable rules regarding project registration with the Central/State Nodal Agency in line with the provisions of the applicable policies/regulations of the central/State where the Projects are being located. It shall be the responsibility of the Bidder to remain updated about the applicable regulation & policy.
- c) The successful bidder shall ensure that application for all the necessary approvals, permits and clearances is submitted timely which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities so as to ensure that work is not affected/ delayed due to want of such approval on account of Bidder.
- d) Bidder setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances as early as possible to allow the time required by MoD to process the application and to ensure permission is granted before dispatch of equipment at the designated site.

Bidder to furnish the following information within 30 days after placement of NOA/ LOA, which is earlier, to BSNL:

- i. The complete list of statutory approvals which are required in the respective state,
- ii. The approvals already taken by the bidder and
- iii. The approvals yet to be taken by the bidder/BSNL.
- e) The bidders shall follow, in general, the latest “Guidelines for Development of Wind Power Projects” issued by MNRE from time to time.

7.10 Deleted

7.11 Deleted

7.12 POWER EVACUATION

7.12.1 The Successful bidder shall set up Wind Project including the transmission network up to the interconnection point at its own cost and in accordance to the provisions of tender. All approvals, permits and clearances required for setting up of the Project (including connectivity) and those required from State/Central Government and local bodies shall be in the scope of the successful bidder.

7.12.2 The successful bidder shall secure connectivity approval from CTU, for Power evacuation for the Wind Project Twelve (12) month before SCOD. Additionally, if the bidder offers a dedicated system to BSNL, in such a scenario, the

PE connectivity will be solely in the name of BSNL.

7.12.3 The Successful Bidder to consider the complete scope of power evacuation up to CTU Sub-Station including required modification(s) at CTU/GSS. The date of commissioning will not be considered prior to inter connection of all the WTGs of Wind farm with the CTU.

7.12.4 All Statutory approvals including approval from CTU for transmission line from Pooling Substation (PSS) to CTU/GSS shall be in the scope of the Successful Bidder.

7.12.5 The WTGs should be integrated by installing Remote Terminal Unit (RTUs) so that the injection can be monitored at the connectivity substation by the SLDC on real time basis, and in accordance with the CERC orders from time to time.

7.12.6 The Successful Bidder shall procure & install complete metering system including CT / PT / ABT meters as per guidelines, act of CTU. Testing of these CT / PT / ABT meters shall be as per guidelines of CTU. Bidder shall bear all cost for successful installation, testing & commissioning of metering system as per guideline of CTU.

Any item not specifically mentioned but found essential for successful power evacuation and metering of wind project with full safety according to statutory requirements shall be deemed to be included in scope of work of the successful bidder.

7.12.7 Designing of Fault level of Substation located at Wind-Solar Hybrid project as well as transmission facility shall be based on recommendation of CTU.

7.12.8 The project should be designed for delivering power at CTU end.

7.12.9 The responsibility of getting the grid connectivity with CTU shall entirely be of the successful bidder.

7.12.10 Obtaining of necessary clearances and permits as required for setting up the Wind Power Projects is in the Successful Bidder's scope.

7.13 Deleted

SECTION-VII-A4: SCOPE OF WORK (OPERATION & MAINTENANCE)

7.14 OPERATION AND MAINTENANCE – Not applicable

7.15 GENERAL

7.15.1 To maintain all the facility accurate and up-to-date operating logs, records and monthly reports regarding Operation & Maintenance of the facility.

7.15.2 To perform or contract out and oversee the Performance of periodic overhauls or maintenance required for the facility in accordance with the recommendations of the original equipment manufacturer.

7.15.3 To maintain and up-keep control room, all approach roads & internal roads, tool room, stores, equipment, etc. in workable conditions.

7.15.4 The Successful Bidder shall ensure operation and maintenance of Power Evacuation facility of the offered wind project and WTGs up to CTU/Grid Interconnection point.

7.15.5 Supply of all spares, consumables, lubricants, hardware with necessary skilled manpower support required till

commercial operation, stabilization, O&M period of the wind project and handing over to O&M contractor / BSNL. The Bidder shall ensure that OEM shall provide the support / spares for all equipment, for complete operational plant life i.e. 25 years along with undertaking certificate from OEM on its letterhead for supply of spares and service support.

7.15.6 Stocking of adequate spares at site for operation & maintenance of wind power project. List of such mandatory & critical spares to be provided.

7.16 OPERATION AND PERFORMANCE MONITORING

7.16.1 Operation part consists of deputing necessary manpower required to operate the wind project at the optimum capacity.

7.16.2 Daily work of the operator in the wind project shall include logging the voltage, current, power factor, Active and Reactive Power output of the wind project, keeping batteries in healthy state, individual WTG's output data in every shift of the day. The operator shall also record failures, interruption in supply and tripping of different relays, reason for such tripping, duration of interruption etc. and inform BSNL of such interruptions with details without any delay. All the operational parameters of related to Wind, each WTG and power export etc. shall be visible through SCADA and this SCADA data shall be transmitted to BSNL's premises at Delhi etc. as per terms of the contract.

7.16.3 The successful bidder shall record daily and monthly energy output of each WTG.

7.16.4 Monthly Performance reports indicating turbine wise energy production, down time, capacity utilization factor, machine availability etc. shall be prepared for each WTG as well as for the complete wind project and furnished in soft mode to BSNL on 10th of succeeding month.

7.16.5 A daily report in standard format as per industry practice to be furnished by the bidder primarily comprising of energy generation, any breakdown etc.

7.16.6 Other than daily report, a consolidated quarterly report to be submitted which shall cover the records for Mean Time between Consecutive Failures (MTBF) and Mean Time between Consecutive Maintenance (MTBM).

7.16.7 Annual report of wind project will also be prepared on above points which shall be submitted in the month of April every year.

7.16.8 Such quarterly/annual reports shall have reporting of training conducted at site for HSE aspects, near miss incidences, minor/major accidents and related compliances.

7.16.9 BSNL at its discretion may get the performance checked from an independent technical consultant at any point of time.

7.17 PREVENTIVE MAINTENANCE

7.17.1 The successful bidder shall draw the preventive maintenance schedules, as recommended by OEM, and attend to the breakdowns keeping in view that the machine availability is always as per clause 6.12. A copy of such Preventive Maintenance Schedule shall be submitted to the BSNL. The successful bidder shall carry out the periodical / plant maintenance as given in the manufacturer's service manual and perform maintenance services for smooth running of the project. Such programme for all the equipment shall be prepared as per operating manuals of manufacturer's and shall be implemented in letter and spirits.

7.17.2 Maintenance of other major equipment involved in wind /SPVenergy project are step up transformers, overhead line equipment, switchgear outdoor 33 kV / 11 kV VCB kiosk(if required) and metering panel. Particular care shall be taken for outdoor equipment to prevent corrosion. Cleaning of the insulators shall also be carried out at every 3 to 4 months interval.

7.17.3 Resistance of the earthing system as well as individual earth resistance is to be measured and recorded

minimum every six months or as per OEM schedule / instructions. If the earth resistance is high suitable prompt action shall to be taken to bring down the same within the limits.

7.17.4 Maintenance record is to be maintained by the successful bidder to record regular maintenance work carried out as well as any breakdown maintenance along with the date of maintenance, reasons for the breakdowns, steps taken for attending to the breakdown, duration of the breakdown etc.

7.17.5 Schedules will be drawn such that some of the jobs other than breakdown, which may require comparatively long stoppage of the WTG/SPV's, shall be carried out preferably during the non-windy/Non sunny season.

7.17.6 The Contractor will attend to breakdown jobs immediately for repair / replacement / adjustments and restore operations at the earliest during the currency of O&M Contract.

7.17.7 BSNL gives highest priority to the safety standards. The successful bidder shall be responsible to fully comply with the safety standards and ensure safe operating conditions and safety of equipment. However, in case of any accidents, the successful bidder shall immediately report the accidents, if any, to the Engineer In charge & to all the concerned authorities as per prevailing law of the State showing the circumstances under which it happened and the extent of damage and / or injury caused. O&M successful bidder would be solely & fully responsible / liable to pay for any losses / damages / claims, etc. and BSNL will be fully indemnified for such losses / claims.

7.18 MANPOWER

The Successful bidder shall deploy enough manpower at wind/SPV project site(s) to carryout work instructions and preventive maintenance schedules as specified. The Successful bidder shall ensure that job at site is always carried out under the supervision of a skilled and experienced supervisor.

Regular periodic checks of the WTG/SPVs shall be carried out as a part of routine preventive maintenance. In order to meet the maintenance requirements stock of consumables is to be maintained as well as various spares as recommended by the OEM at least for 2 years are to be kept for usage.

7.19 BREAKDOWN MAINTENANCE

The Successful bidder shall carry out the breakdown maintenance immediately in case of breakdowns. Necessary additional technical and administrative support to O&M team shall be made available as and when required by the O&M team at no extra cost to BSNL. Bidder shall put best efforts to keep lowest breakdown and high up time of the WTG/SPVs.

7.20 STATUTORY CHARGES

Statutory charges like CEIG annual charges, meter testing charges, joint certification charges etc., or any other charges as may be required to be paid to such statutory agencies after handover to BSNL shall be paid to the authorities on behalf of BSNL by the successful bidder well within the due date & time and same shall be got reimbursed from BSNL on production of bill. The successful bidder will keep BSNL informed about such statutory payments on monthly basis.

Payment of all statutory charges post-handover of the project shall be borne by BSNL. However, liaisoning & co-ordination shall be in the scope of the Successful bidder.

7.21 QUALITY SPARES & CONSUMABLES

In order to ensure longevity safety of the core equipment and optimum Performance of the system the successful bidder should use only genuine spares of high-quality standards as recommended by manufacturers (OEM).

7.22 TOOLS AND TACKLES

The Successful bidder shall arrange for all the necessary tools and tackles including crane, forklift etc. for carrying out all the maintenance work covered under this contract.

7.23 SECURITY SERVICES

The Successful bidder shall arrange proper security system including deputation of security personnel at his own cost for the check / vigil of the wind project. The security staff may be organized to work on suitable shift system; proper checking & recording of all incoming & outgoing materials vehicles shall be maintained. Any occurrence of unlawful activities shall be informed to BSNL immediately. Bidder to ensure due care for the same.

Details of sites for group power wheeling for self consumption by BSNL

Circle name	Name of Land	City	Total Area of Land (SQM)	Notional RE capacity in KW	Notional Capacity in MW	Notional capital for project for technical eligibility (In Lakhs)	Notional KWh per year	Equity share in Lakhs of Rs	Minimum Equity % required by BSNL	EMD required in Lakhs Rs(Rs 10 Lkajs /MW)	PBG required 3% in Lakhs of Rs	Saving in lakhs per year	Payback period in years to equity
Gujarat TC	P&T Colony Compound at Satelite, Ahmedabad	Ahmedabad	61410	5118	5	2610	6141000	256	27%	51	77	307.05	1.2
Gujarat TC	P&T Colony Compound at Shahalam, Ahmedabad	Ahmedabad	22473	1873	2	955	2247300	94	27%	19	28	112.365	1.2
Gujarat TC	Staff Qtr. Compound at Chitra, Bhavnagar	Bhavnagar	32536.8	2711	3	1383	3253680	136	27%	27	41	162.684	1.2
Gujarat TC	TE Compound at Marketing Yard, Rajkot	Rajkot	31080	2590	3	1321	3108000	130	27%	26	39	155.4	1.2
Gujarat TC	TE Compound at Sachin(Goji), Surat	Village - Sachin	30135	2511	3	1281	3013500	126	27%	25	38	150.675	1.2

Gujarat TC	Staff Qtr. Compound at Panjarapole, Surat	Village - Surat	27214	2268	2	1157	2721400	113	27%	23	34	136.07	1.2
Gujarat TC	TE Compound at Subhanpura, Vadodara	Vadodara	40458	3372	3	1719	4045800	169	27%	34	51	202.29	1.2
Karnataka TC	Bangalore WMS Staff Quarters Compound	Bangalore	193502	16125	16	8224	19350170	806	27%	161	242	967.5085	1.2
Maharashtra TC	Bangalore Kavalbyrasandra Staff Quarters Compound	Bangalore	74207.3	6184	6	3154	7420730	309	27%	62	93	371.0365	1.2
Karnataka TC	Bijapur SSA / Bijapur / Rambhapur T/Exge S/Qtr	Bijapur	24288	2024	2	1032	2428800	101	27%	20	30	121.44	1.2
Karnataka TC	TE Compound Lady Hill Mangalore	Mangalore	39018.6	3252	3	1658	3901862	163	27%	33	49	195.0931	1.2
Karnataka TC	BSNL S/Q Compound Sonarwada_M	SONARWADA	31273	2606	3	1329	3127300	130	27%	26	39	156.365	1.2
Maharashtra TC	P & T Colony Sahar	Sahar Village, A	116532	9711	10	4953	11653150	486	27%	97	146	582.6575	1.2
Maharashtra TC	Wireless Compound1, Borivali (W)	Borivali (W), M	171718	14310	14	7298	17171840	715	27%	143	215	858.592	1.2
Maharashtra TC	P & T Colony No 1, Mulund (W)	Mulund (W), M	49202	4100	4	2091	4920200	205	27%	41	62	246.01	1.2

Maharashtra TC	P & T Colony No 2, Mulund (W)	Mulund (W), M	27388	2282	2	1164	2738800	114	27%	23	34	136.94	1.2
Maharashtra TC	P & T Colony, Vakola, Sanatcruz (E)	Santacruz (E), M	74053	6171	6	3147	7405300	309	27%	62	93	370.265	1.2
Maharashtra TC	Juhu Danda, Santacruz (W)	Santacruz (W), M	137624	11469	11	5849	13762350	573	27%	115	172	688.1175	1.2
Maharashtra TC	SAVEDI TELEPHONE EXCHANGE COMPOUND DIST AHMEDNAGAR	Ahmednagar	32400	2700	3	1377	3240000	135	27%	27	41	162	1.2
Maharashtra TC	BSNL T.E. AND S/Q COMPOUND, AMANKHA(KRISHI NAGAR AKOLA)_M	AKOLA	20289	1691	2	862	2028900	85	27%	17	25	101.445	1.2
Maharashtra TC	TE Compound Jilha Peth Near Head Post Office Jalgaon	Municipal Corp	21480	1790	2	913	2148000	90	27%	18	27	107.4	1.2
Maharashtra TC	CSD Compound on Amravati Road Nagpur	Nagpur	24290	2024	2	1032	2429000	101	27%	20	30	121.45	1.2
Maharashtra TC	Telecom Plot at CTO Compound Nagpur	Nagpur	24433	2036	2	1038	2443300	102	27%	20	31	122.165	1.2

Maharashtra TC	Telephone Exchange + Land marked for monetization Koradi	Nagpur	58574.2	4881	5	2489	5857420	244	27%	49	73	292.871	1.2
Maharashtra TC	TE Compound Jail Road,Nashik	Jail Road	23347	1946	2	992	2334700	97	27%	19	29	116.735	1.2
Maharashtra TC	TE Compound Satpur	Satpur	23622	1969	2	1004	2362200	98	27%	20	30	118.11	1.2
Maharashtra TC	TE Compound Upnagar	Upnagar	40500	3375	3	1721	4050000	169	27%	34	51	202.5	1.2
Maharashtra TC	TE and SQ Compound Alto Porvorim	ALTO-PORVOR	22320	1860	2	949	2232000	93	27%	19	28	111.6	1.2
Maharashtra TC	SQ Compound Wireless Receiving Station Bambolim	BAMBOLIM	187234	15603	16	7957	18723420	780	27%	156	234	936.171	1.2
Maharashtra TC	TE and SQ Compound Wireless Transmission Station Bambolim	BAMBOLIM	92481	7707	8	3930	9248100	385	27%	77	116	462.405	1.2
Maharashtra TC	SQ Compound New Qtrs Gultekadi Pune	Gultekadi Pune	24183	2015	2	1028	2418300	101	27%	20	30	120.915	1.2

Rajasthan TC	ADMN BUILDING COMPOUND JHALANA DOONGRI JAIPUR	JAIPUR	24365.1	2030	2	1036	2436513	102	27%	20	30	121.8257	1.2
Rajasthan TC	CTSD COMPOUND AT VKI AREA JAIPUR	JAIPUR	22451	1871	2	954	2245100	94	27%	19	28	112.255	1.2
Rajasthan TC	TELECOM COLONY COMPOUND AT MALVIYA NAGAR JAIPUR	JAIPUR	43591.6	3633	4	1853	4359164	182	27%	36	54	217.9582	1.2
Rajasthan TC	T E BLDG COMPOUND AT M I ROAD JAIPUR	JAIPUR	28328	2361	2	1204	2832800	118	27%	24	35	141.64	1.2
Rajasthan TC	TELECOM STAFF COLONY COMPOUND AT VIGYAN NAGAR, KOTA	KOTA	39193	3266	3	1666	3919300	163	27%	33	49	195.965	1.2
Rajasthan TC	VACANT LAND AT FATEHNAGER, UDAIPUR	FATEHNAGAR	33067	2756	3	1405	3306700	138	27%	28	41	165.335	1.2
Tamil Nadu TC	CTS COMPOUND, GREAMS ROAD, CHENNAI	Chennai	21282	1774	2	904	2128200	89	27%	18	27	106.41	1.2

Tamil Nadu TC	Staff Quarters Compound at Thadagam Road	Tadagam	30129.3	2511	3	1280	3012933	126	27%	25	38	150.6467	1.2
Tamil Nadu TC	TE/SQ Compound at Udumalpet	Udumalpet	22236.7	1853	2	945	2223672	93	27%	19	28	111.1836	1.2
Tamil Nadu TC	BSNL Complex at Ram Nagar Extension, Thanjavur	Thanjavur	54567	4547	5	2319	5456700	227	27%	45	68	272.835	1.2
Tamil Nadu TC	D TAX/ CTO Compound, Trichy	Trichy	21225	1769	2	902	2122500	88	27%	18	27	106.125	1.2
Tamil Nadu TC	Staff Quarters Compound at TUTICORIN	Milavittan	48864.6	4072	4	2077	4886462	204	27%	41	61	244.3231	1.2
Tamil Nadu TC	STAFF QTRS. COMPOUND AT JJR NAGAR, VM ST., CHENNAI	Mylapore	21181	1765	2	900	2118100	88	27%	18	26	105.905	1.2
Tamil Nadu TC	STAFF QUARTERS COMPOUND AT ANNANAGAR, CHENNAI.	Tirumangalam	101292	8441	8	4305	10129200	422	27%	84	127	506.46	1.2
Tamil Nadu TC	WS COMPOUND AT ENNORE WIRELESS STATION	Thiruvottiyur	124531	10378	10	5293	12453100	519	27%	104	156	622.655	1.2

Tamil Nadu TC	TE COMPOUND AT KALLIKUPPAM,CHENNAI.	Chennai	62227	5186	5	2645	6222700	259	27%	52	78	311.135	1.2
Tamil Nadu TC	Satellite Station land at Chengalpattu	Chennai	33704.5	2809	3	1432	3370450	140	27%	28	42	168.5225	1.2
Tamil Nadu TC	WLS MEENAMBEDU WIRELESS STATION LAND	Meenambedu	96430	8036	8	4098	9643000	402	27%	80	121	482.15	1.2
Maharashtra TC	BSNL Store Compound, MIDC Area, Chandrapur	Chandrapur	20366	1697	2	866	2036600	85	27%	17	25	101.83	1.2
Maharashtra TC	BSNL Store compound, Sootgirmi plot, LATUR_M	LATUR SOOTGI	20234	1686	2	860	2023400	84	27%	17	25	101.17	1.2
Tamil Nadu TC	TELECOM STORE COMPOUND AT PEYAMPATTI, KARAUKUDI_M	VILLAGE - PEYA	20400	1700	2	867	2040000	85	27%	17	26	102	1.2
Tamil Nadu TC	TELECOM STORE COMPOUND AT VYASAR NAGAR,CHENNAI.	Perambur	120283	10024	10	5112	12028300	501	27%	100	150	601.415	1.2
Maharashtra TC	Telecom Factory Deonar Mumbai	Mumbai	80218	6685	7	3409	8021800	334	27%	67	100	401.09	1.2

Maharashtra TC	Telecom Factory Township Deonar	Mumbai	184059	15338	15	7823	18405930	767	27%	153	230	920.2965	1.2
Karnataka TC	BSNL RTTC Compound T.K.Layout Mysore City	Mysore	79833	6653	7	3393	7983300	333	27%	67	100	399.165	1.2
Maharashtra TC	Regional Telecom Training Centre RTTC ,Seminary Hill, Nagpur	Nagpur	29407.2	2451	2	1250	2940720	123	27%	25	37	147.036	1.2
Rajasthan TC	RTTC VKI AREA ROAD NO 14 JAIPUR	JAIPUR	161868	13489	13	6879	16186791	674	27%	135	202	809.3396	1.2
Tamil Nadu TC	RGM TTC compound , Meenambakkam	Chennai	31833.6	2653	3	1353	3183364	133	27%	27	40	159.1682	1.2
Tamil Nadu TC	TRAINING CENTRE COMPOUND AT MARAIMALAI NAGAR, RTTC	Chennai	139290	11607	12	5920	13928980	580	27%	116	174	696.449	1.2
Maharashtra TC	RTTC Compound Chinchwad Pune	Chinchwad Pur	101090	8424	8	4296	10109000	421	27%	84	126	505.45	1.2
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Total			3596813	299734	300	152865	359681301	14987	16	2997	4496	17984.07	

Note : The notional value of Capacity has been taken as 1KW land space is developed in 10 sqmte land. For hybrid it may be less but notional value remains same

The notional value for equity has been taken based on solar 1KW= Rs 50,000. In hybrid it may be high , but due to better yield , the notional value will remain same

The share % of BSNL shall be 27% and it will entitle BSNL to be treated as captive self use

The BSNL contribution in cash equity share shall be based on 10% of notional CAPEX. In Hybrid it may differ but it will remain same