

Request for Selection (RfS) Document

For

Selection of RE Power Developers

For

Supply of 6000 MWh (1500 MW x 4 Hours) Assured Peak Power from ISTS-connected Renewable Energy (RE) Power Projects with Energy Storage System (ESS) anywhere in India under Tariff-Based Competitive Bidding

RfS No.: SJVN/CC-Delhi/REIA/2024/FDRE-4

Tender Search Code (TSC): SJVN-2024-TN000012



ISSUED BY:

SJVN Limited

(A Joint Venture of Govt. of India & Govt. of Himachal Pradesh)

Contracts & Procurement Section, REIA,

6th Floor, Tower No. 1, Office Block,

NBCC Complex, East Kidwai Nagar, New Delhi-110023

Website: www.sjvn.nic.in,

Email Id: contracts.reia@sjvn.nic.in

CIN No. L40101HP1988GOI008409

RfS for supply of 6000 MWh (1500 MW x 4 Hours) Assured Peak Power from ISTS-connected Renewable Energy (RE) Power Projects with Energy Storage System (ESS) anywhere in India under TBCB (RfS No.: SJVN/CC-Delhi/REIA/2024/FDRE-4, TSC: SJVN-2024-TN000012)

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DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of SJVN Ltd immediately.
2. If no intimation is received from any bidder within 21 (Twenty-one) days from the date of issuance of RfS documents, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
3. SJVN Ltd. reserves the right to modify, amend or supplement this document.
4. This RfS document has been prepared in good faith and on best endeavour basis. Neither SJVN Ltd. nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
5. In case of any discrepancy in the documents uploaded on the websites of SJVN Ltd, ISN-ETS and CPPP, the documents uploaded on the ISN-ETS website will prevail.

Place: New Delhi

Date: 06.12.2024

SECTION 1: INVITATION FOR BIDS

SECTION-I: INVITATION FOR BIDS

1.1 INTRODUCTION:

- 1.1.1** SJVN Limited (hereinafter referred as “SJVN/Renewable Energy Implementing Agency”) is a Joint Venture of Govt. of India & Govt. of Himachal Pradesh and a Mini Ratna, Category-I and Schedule –‘A’ CPSE under administrative control of Ministry of Power, Govt. of India.
- 1.1.2** SJVN has been designated as Intermediary Procurer/Renewable Energy Implementing Agency (REIA) vide Office Memorandum F. No. 283/33/2020-GRID SOLAR dt 24th April 2023 issued by Ministry of New and Renewable Energy (MNRE), Govt of India.
- 1.1.3** The Ministry of Power (MoP), Government of India has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems” vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023. These Guidelines have been issued under section 63 of the Electricity Act, 2003 to enable procurement of Firm and Dispatchable RE power by DISCOMs from grid-connected Renewable Energy (RE) power projects, with Energy Storage through tariff based competitive bidding. This RfS document has been prepared in line with the above Guidelines, including subsequent amendments and clarifications, issued until the last date of bid submission of this RfS.
- 1.1.4** As part of the above scheme, SJVN hereby invites proposals for Request for Selection (RfS) for **“Selection of RE Power Developers for Supply of 6000 MWh (1500 MW x 4 Hours) Assured Peak Power from ISTS-connected Renewable Energy (RE) Power Projects with Energy Storage System (ESS) anywhere in India under Tariff-Based Competitive Bidding” on Build Own Operate (BOO) basis.** SJVN shall enter into a Power Purchase Agreement (PPA) with the successful Bidders selected based on this RfS for purchase of Power for a period of 25 years based on the terms, conditions and provisions of the RfS and PPA. The standard PPA document is available for download from the ISN-ETS portal <https://www.bharat-electronictender.com> and SJVN’s website www.sjvn.nic.in.
- 1.1.5** Power procured by SJVN from the above Projects has been provisioned to be sold to the different Buying Entities of India. The details of Buying Entities shall be intimated at a later date. SJVN shall at its discretion be entitled to substitute any entity in other states only for selling the power procured from the selected Bidders. SJVN shall be an intermediary nodal agency/procurer for procurement of power supplied by the RE Power Developer (RPD)/RE Power Generator (RPG) and sale of such power to the Buying Entity(ies) entirely on back-to-back basis, based on due performance by the Renewable Power Developer (RPD) as well as the Buying Entity(ies).
- 1.1.6** The Bidders will be free to avail fiscal incentives like Accelerated Depreciation,

Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on SJVN for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. SJVN does not however, give a representation on the availability of fiscal incentive and submission of bid by the bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.

1.1.7 No separate Central Financial Assistance is envisaged for implementation of the Projects selected under this RfS.

1.1.8 The minimum project capacity or contracted capacity that can be offered by the Bidder shall be 50 MW and the maximum project capacity shall be 750 MW. The total cumulative project capacity to be awarded under this RfS shall be 1500 MW.

A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum project capacity of 50 MW and a maximum quantum of 750 MW, in the prescribed formats. However, for Projects located in North-Eastern States and Special Category, the minimum project capacity that can be offered by a Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company, shall be 30 MW. The project capacity shall be quoted in multiple of 10 MW only.

1.1.9 Project Capacity or Contracted Capacity in MW is the Maximum Power Output (AC) from the Solar Power Project which can be scheduled at the Delivery Point / Inter-Connection point during any time block of the day. A bidder can offer projects at multiple locations subject to each project has minimum capacity of 50 MW.

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 RfS, 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.

1.1.10 The RE / ESS projects already under construction or yet to be commissioned or commissioned but selling RE power on short term merchant basis may also be considered for the selection under this tender subject to the condition that these projects have not been accepted under any State or Central Scheme and also do not have obligation to sell the power to any beneficiaries and they are in compliance with provisions of this RfS documents. In such case they will be given the benefit for a longer period of PPA commensurate to the duration between the actual date of commencement of supply of power and schedule commencement of supply date (SCSD). A partial capacity of RE / ESS projects for which PPA has not been signed can also be offered by the bidder subject to meeting minimum offered capacity requirement of 50 MW. It is clarified that the Bidders who have already signed PPAs with Renewable Energy Implementing Agencies as identified by the MNRE and/or with any State-owned Distribution Company (DISCOM) as on the bid submission deadline,

are not allowed to suo-moto terminate such PPAs and participate in this RfS for the respective Project(s).

1.1.11 The bidders will be selected by the process of e-bidding (Single Stage Two Envelope Bidding Process. Envelope-I: Technical Bid and Envelope-II: Financial Bid) to be followed by e- reverse auction process for selection of bidders. For conducting electronic tendering, SJVN is using the portal <https://www.bharat-electronictender.com> (i.e. ETS Portal) of M/s ISN Electronic Tender Services Ltd. The portal is also referred to as Electronic Tender System® (ETS).

1.2 INVITATION FOR BIDS:

On behalf of SJVN Limited (SJVN/Renewable Energy Implementation Agency(REIA)), ONLINE e-Tender Enquiry under Single Stage Two Envelope Bidding Process (Technical Bid & Financial Bid) are hereby invited from the RE Power Developers (RPDs) who are meeting the Qualification Requirements (QR) stipulated at Section IV for **“Selection of RE Power Developers for Supply of 6000 MWh (1500 MW x 4 Hours) Assured Peak Power from ISTS-connected Renewable Energy (RE) Power Projects with Energy Storage System (ESS) anywhere in India under Tariff-Based Competitive Bidding”** on Build-Own-Operate (BOO) basis. SJVN shall enter into a Power Purchase Agreement (PPA) with the successful Bidder(s) selected based on this RfS for purchase of Assured Peak Power for a period of 25 years based on the terms, conditions and provisions of the RfS and PPA. The standard PPA document is available for download from ISN-ETS portal <https://www.bharat-electronictender.com> and SJVN’s website www.sjvn.nic.in.

1.3 BID INFORMATION SHEET:

Sr. No.	Description	
1.	RfS No.	SJVN/CC-Delhi/REIA/2024/FDRE-4
2.	RfS Date	06.12.2024
3.	Name of Work	Selection of RE Power Developers for Supply of 6000 MWh (1500 MW x 4 Hours) Assured Peak Power from ISTS-connected Renewable Energy (RE) Power Projects with Energy Storage System (ESS) anywhere in India under Tariff-Based Competitive Bidding”, on Build-Own-Operate (BOO) basis.
4.	Mode of Tender	Open e-Tender (Single Stage two Envelope system).

5.	Document Fee /Cost of RfS Document (Non-refundable)	Amount: INR 29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST to be submitted through NEFT/ RTGS transfer in the account of SJVN, along with the response to RfS.
6.	Bid Processing Fee	Rs. 15 Lakh + 18% GST for each Project, to be submitted through NEFT/RTGS transfer in the account of SJVN, along with the response to RfS.
7.	Earnest Money Deposit(EMD)	Amount: INR 12.26 Lakh/- (Indian Rupees Twelve Lakh Twenty Six Thousand Only) per MW per Project subject to a maximum of INR 35 Crore to be submitted in the form of Bank Guarantee/Pol/Insurance Surety Bond along with the response to RfS.
8.	Performance Bank Guarantee	As per the RfS document.
9.	Document available for downloading.	As per NIT on ISN-ETS portal.
10.	Date and Venue of Pre-Bid Meeting	20.12.2024 at 11:00 Hrs Venue: Conference Room, SJVN Ltd., 6th Floor, Tower No.1, Office Block, NBCC Complex, East Kidwai Nagar, New Delhi-110023 (In case of change in venue, the same shall be intimated separately OR through Video Conferencing (Link to the Pre-bid meeting is mentioned as below.) In case of change in venue, the same shall be intimated separately. MS Team Link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjNkNWI4ZTUtN2Q0ZC00M2QxLWEyMTItM2U1YjNIYTliYZA5%40thread.v2/0?context=%7b%22tid%22%3a%22dadf9410-1403-4b2a-b1b7-610589371a39%22%2c%22oid%22%3a%220eb83c15-6d7b-441a-8603-bf5f629200a2%22%7d Meeting ID: 454 652 068 675 Passcode: 7p7V9C9D
11.	Last Date and Time for submission of Online Bids	24.01.2025 till 14:00 Hrs

12.	Last Date and Time for submission of Hard Copy of Documents	29.01.2025 by 15:00 Hrs
13.	Date & Time of Opening of Technical Bids.	29.01.2025 at 16:00 Hrs
14.	Date & Time of Opening of Price Bids.	Shall be intimated to technically qualified bidders.
15.	e-Reverse Auction	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.
16.	Period of Bid Validity	12 months from the last date of submission of online bids.
17.	Contact Details of ISN-ETS Portal	M/s ISN Electronic-Tender Services Pvt. Ltd., Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071, 4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com

1.4 AVAILABILITY OF RFS DOCUMENT:

- 1.4.1** The detailed RfS Document shall be available on the ISN-ETS Portal (<https://www.bharat-electronictender.com>) and on SJVN's website www.sjvn.nic.in (Home Page □ Tender Management (under Quick Links at the Bottom of Home Page) □ Location New Delhi). The Notice Inviting RfS shall also be available on CPP portal i.e. <http://eprocure.gov.in/cppp/>.
- 1.4.2** It is mandatory to download official copy of the RfS Document from Electronic Tender System (ISN-ETS) Portal to participate in the RfS.
- 1.4.3** In case of any Clarification (s)/ Amendment(s)/Addendum (s)/Corrigendum (s) to this RfS document, the same shall be issued on the websites www.sjvn.nic.in and ISN-ETS Portal (<https://www.bharat-electronictender.com>). However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.
- 1.4.4** Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the above referred websites <https://www.bharat-electronictender.com> and www.sjvn.nic.in. No separate notifications shall be issued for such notices/ amendments/ clarifications etc. in the print media or any other media individually. Intimation regarding notification on the above shall be updated on www.sjvn.nic.in and the details will be available only from <https://www.bharat-electronictender.com>.

1.5 BID SUBMISSION:

- 1.5.1** A Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfS. The respective rights of SJVN and the Bidder/RPD shall be governed by the RfS Documents/Agreement signed between SJVN and the RPD for the package.
- 1.5.2** Interested bidders have to necessarily register themselves on the e-tendering portal <https://www.bharat-electronictender.com> (“ETS portal”) through M/s Electronic Tender.com (India) Pvt Ltd to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.
- 1.5.3** Any bidder, who meets the Qualification Requirements stipulated in Section-IV and wishes to submit bid against this RfS, may download the complete RfS document along with its amendment(s) and clarifications if any, from ISN-ETS Portal (<https://www.bharat-electronictender.com>) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
- 1.5.4** For proper uploading of the bids on the ETS portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited (ETI) directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. SJVN in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.
- 1.5.5** Bidders are required to submit their bids strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
- 1.5.6** Bidders should submit their bid proposal complete in all respect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), SJVN website <http://www.sjvn.nic.in> and as indicated in the Bid Information Sheet.
- 1.5.7** Bidder shall submit its bid/proposal along with non-refundable RfS Document Fees & Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed Document Fees, Bid Processing Fees and EMD 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.

1.5.8 SJVN shall conduct e-Reverse Auction (e-RA), if required or as per provisions of RfS documents.

1.5.9 SJVN reserves the right to cancel/ withdraw/ defer this invitation for bids/RfS process at any stage without assigning any reason whatsoever and shall bear no liability whatsoever consequent upon such a decision. No bidder/indenting bidder shall have any claim arising out of such action.

1.5.10 SJVN has issued this RfS in the capacity of “Intermediary Procurer” as defined in the aforementioned Guidelines. SJVN may develop a suitable monitoring mechanism, to analyze the performance of the project and carry out random checks to verify compliance of quality standards and RPDs shall provide all necessary support in this respect.

1.6 FOR ANY ENQUIRY/ CLARIFICATION REGARDING THIS TENDER ENQUIRY, THE BIDDER MAY CONTACT:

1. Sh. Prateek Sharma, Manager (C&P), Contact No. +91-11-61901953 & +919599205851
2. Sh. N. N. Rahul, Senior Manager (REIA), Contact No. +91-11-61901946 & +91-9430296123
3. Sh. Pramod Behera, Senior Manager (REIA), Contact No. +91-11-61901930 & +91-9816613666
4. Sh. Manish Kanth, Deputy General Manager (C&P), Contact No. +91-11-61901906 & +91-9418084303

1.7 CONTACT DETAILS OF ISN- ETS PORTAL

M/s Electronic Tender.com (India) Pvt. Ltd. Gurugram Contact Person: ISN-ETS Support Team, Customer Support: +91-124- 4229071, 4229072

(From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com

1.8 RFS INVITING AUTHORITY

Deputy General Manager,
Contracts & Procurement Section, REIA,
SJVN Ltd., 6th Floor, Tower No. 1,
NBCC Office Complex, East Kidwai Nagar,
New Delhi-110023, Ph. No.: +011-61901906/+91-9418084303
E-mail: contracts.reia@sjvn.nic.in Visit us at: www.sjvn.nic.in

**Registered Office: SJVN Ltd., CHQ, Shakti Sadan, Shanan, Shimla -171006 (H.P.)
Corporate Identification Number: L40101HP1988GOI008409**

-----END OF SECTION-----

SECTION II: DEFINITIONS

SECTION-II: DEFINITIONS

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

- 2.1 **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and shall include any modifications, amendments and substitution from time to time.
- 2.2 **"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.
- 2.3 **"APPROPRIATE COMMISSION"** shall mean as defined in the PPA.
- 2.4 **"AVAILABILITY"** shall mean as defined in the PPA.
- 2.5 **"BID" or "PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the Technical and financial qualifying requirements, along with the price bid/Financial Bid submitted by the Bidder and submissions during the e-Reverse Auctions, if applicable, and all documents/credentials/attachments /annexures etc submitted by the Bidder as part of its response to the RfS issued by SJVN.
- 2.6 **"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.
- 2.7 **"BIDDING CONSORTIUM" or "CONSORTIUM"** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement.
- 2.8 **"BID CAPACITY"** shall mean aggregate project capacity of the RE Power Project(s) as proposed by the Bidder.
- 2.9 **"BUYING ENTITY"** shall mean any Discom/distribution licensee/ Bulk Consumer etc. that requires RE Power to fulfil its RPO under respective RPO regulation as per the Government of India's orders or notifications, unless otherwise intimated in writing separately.
- 2.10 **"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, 2024 as amended from time to time. However, for

avoidance of any doubt, it is clarified that the CUF shall be calculated on the Capacity at the “Delivery / Inter- connection / Metering Point.

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.

2.11 “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.

2.12 “COMPANY” shall mean a body corporate incorporated in India under the Companies Act, 1956/2013 or any law in India prior thereto relating to Companies, as applicable.

2.13 “COMMERCIAL OPERATION DATE (COD)” shall mean the date as defined in Clause 6.14 of the RfS.

2.14 “COMMENCEMENT OF SUPPLY OF POWER DATE (CSD)” shall mean the actual date of supply of power of the contracted capacity subsequent to COD as defined in Clause 6.14 of the RfS.

2.15 “CONTRACTED CAPACITY” shall mean the AC capacity in MW contracted with SJVN for supply by the RPD to SJVN at the Delivery Point from the Project, based on which the PPA is executed with SJVN.

2.16 “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 Scheduled Commencement of Supply of Date (SCSD) of contracted capacity 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 this Agreement.

2.17 “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.

2.18 “CONTROLLING SHAREHOLDING” shall mean more than 50% of the voting shares

of the Company or right to appoint majority Directors.

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

2.20 “DAY” shall mean calendar day.

2.21 “EFFECTIVE DATE” shall mean the date of signing of PPA.

2.22 “ENERGY STORAGE SYSTEMS” or “ESS” shall mean the system(s) installed in addition to the RE power capacity as part of the Project, that can capture energy produced at one time for use at a later time.

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

2.24 Not Used

2.25 “FINANCIAL CLOSURE” or “PROJECT FINANCING ARRANGEMENTS” means arrangement of necessary funds by the RPD towards 100% Project Cost either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance.

2.26 “GUIDELINES” shall mean the Guidelines for Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems” dated 09.06.2023, including subsequent amendments and clarifications thereto, if any, issued until the last date of bid submission of this RfS.

2.27 “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 a financial institution, scheduled bank, foreign institutional investor,

Non- Banking Financial Company, and any mutual fund, pension funds and sovereign funds shall not be deemed to be Group Company, and its shareholding and the power to director 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.

- 2.28 “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 and its amendments, if any.
- 2.29 “INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall mean a single point or multiple points at 220kV or above, where the power from the Project(s) is injected into the ISTS Substation (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the RPDs 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.
- 2.30 “INTERMEDIARY PROCURER”** shall mean a trader who shall aggregate the power purchased from different RE Projects and sell it to the distribution licensee(s).
- 2.31 “InSTS”** means Intra-State Transmission System.
- 2.32 “ISTS”** means Inter-State Transmission System
- 2.33 “INTERESTED PARTIES”** shall mean a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium.
- 2.34 “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).
- 2.35 “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 until 01 (ONE) year after the SCSD of the contracted capacity.
- 2.36 “LETTER OF AWARD” or “LoA”** shall mean the letter issued by SJVN to the selected Bidder for award of the Project.
- 2.37 “LIMITED LIABILITY PARTNERSHIP” or “LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.
- 2.38 “LLC”** shall mean Limited Liability Company.

- 2.39** “**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.
- 2.40** “**MONTH**” shall mean calendar month.
- 2.41** “**NET-WORTH**” shall mean the Net-Worth as defined section 2 of the Companies Act,2013.
- 2.42** “**PAID-UP SHARE CAPITAL**” shall mean the paid-up share capital as defined in Section2 of the Companies Act, 2013.
- 2.43** “**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.
- 2.44** “**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 RPD(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.
- 2.45** “**PEAK HOURS**” shall mean the energy scheduling hours in a day as chosen by the Buying Entity for supply of peak power from the Project. For the purpose of scheduling, a ‘day’ shall commence from 00:00 hrs and end at 24:00 hrs.
- “Peak Hours” in this case, shall be during the morning from 00:00 hrs to 08:00 hrs and in the evening during the period 17:00 hrs to 24:00 hrs, out of which 4 hours of a day, to be chosen by the Buying Entity.
- During these hours, the Buying Entity may choose any 4 hours for offtake of power upto 400 MWh for each 100 MW of Contracted Capacity, on a daily basis. However, with respect to requisition of drawl Schedule, Buying Entity shall comply with CERC/SERC/Indian electricity Grid Code (as and when implemented), regulations on Forecasting, Scheduling and Deviation Settlement, as applicable.
- 2.46** “**PEAK POWER**” shall mean the power supplied from the Project during Peak Hours.
- 2.47** “**PGCIL**” or “**POWERGRID**” shall mean Power Grid Corporation of India Limited.
- 2.48** “**PPA**” shall mean the Power Purchase Agreement signed between the successful Bidder and SJVN according to the terms and conditions of the standard PPA enclosed with this RfS.

- 2.49 “PSA”** shall mean the Power Sale Agreement signed between SJVN and Buying Entity according to the terms and conditions of the standard PSA enclosed with this RfS.
- 2.50 “PROJECT”/“ RE POWER PROJECT”/ “POWER PROJECT”** shall mean the Renewable Energy power generation facility, comprising Solar Power Generating system(s), Wind Power Generating system(s), other renewable energy generating source(s) or a combination thereof including Energy Storage System(s) (ESS) for supply of RE Power, having single or multiple point(s) of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering. The Project shall include all RE Power Generating systems and power generation units from ESS, 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 SJVN.
- It may be noted that the sources of generation and ESS may be co-located, or may be located at different locations, to be considered a single Project. However, it is clarified that ESS charged using a source other than RE power would not qualify as RE power. Further, the ESS offered with a project under this RfS should only be charged from RE power capacity. In case of power being injected from the ESS (whether co-located with RE component or not), ISTS charges and losses beyond the Delivery Point, if any, will be borne by the Discom(s).
- 2.51 “PROCURER”** shall mean, as the context may require, the distribution licensees, or the Authorized Representative(s) or an Intermediary Procurer.
- 2.52 “PROJECT CAPACITY” or “INSTALLED CAPACITY or “RATED CAPACITY”** shall mean the rated capacity of the installed Project components, i.e. Solar PV, Wind Power, Any other RE Source (s) components and ESS components of the Project, as committed in the PPA. This shall be equal to the “installed capacity” for which connectivity is sought by the RPD under the GNA Regulations. The quantum of Installed Capacity (in MW), including that of the revised Installed Capacity, if any, shall be greater than or equal to the Contracted Capacity. It is to be noted that prior to commencement of supply of power under the PPA, the installation and commencement of power supply from the corresponding committed rated capacity of Wind, Solar PV & ESS (if any) components as declared in the PPA, will be verified by SJVN.
- 2.53 “PROJECT COMMISSIONING”:** The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined as per IEGC Grid Code.
- 2.54 “PROJECT DEVELOPER” or “DEVELOPER” or “RE POWER DEVELOPER(RPD)/ “RE POWER GENERATOR (RPG)”/ “GENERATOR”** shall mean the Bidding Company or a Bidding Consortium participating in this bid and having been selected

and allocated a Project capacity by SJVN (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 SJVN under this RfS.

- 2.55** “**PROJECT SITE**” shall mean any and all parcels of real property, rights-of-way, easements and access roads, upon which the Project and its related infrastructure will be located.
- 2.56** “**PROMOTER**” shall mean Promoter as defined in the Companies Act, 2013.
- 2.57** “**RfS**” or “**RfS DOCUMENT**” or “**BIDDING DOCUMENT(S)**” or “**TENDER DOOCUMENTS**” shall mean the “Request for Selection” document issued by SJVN vide RfS No. SJVN/CC-Delhi/REIA/2024/FDRE-4 Dated xx.09.2024 including standard Power Purchase Agreement and standard Power Sale Agreement along with subsequent clarifications and amendments thereof (if any).
- 2.58** “**SJVN**” shall mean SJVN Limited.
- 2.59** “**SCHEDULED COMMENCEMENT-OF-SUPPLY DATE (SCSD)**” shall mean in relation to the contracted capacity or the part of the contracted capacity shall mean the date(s) corresponding to the date of commencement of supply quoted in the RfS (Request for Selection), indicated in Clause 6.8.2.
- 2.60** “**SELECTED BIDDER**” or “**SUCCESSFUL BIDDER**” shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electricity as per the terms of PPA.
- 2.61** “**SOLAR PV PROJECT**” or “**SOLAR POWER GENERATING SYSTEM/ STATION**” shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion of solar energy into electricity through Photo Voltaic Technology.
- 2.62** “**SPARE CAPACITY**” shall mean that capacity of RE project /ESS that is unencumbered from any power supply commitments or power purchase agreements and is available for augmenting the proposed RE power under this RfS.
- 2.63** “**STATE TRANSMISSION UTILITY**” or “**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.
- 2.64** “**TOE**” shall mean Tender Opening Event.
- 2.65** “**TRADING MARGIN**” shall mean the margin on sale of RE power/ESS power to State Utilities/ DISCOMs/ other Bulk Consumers under this RfS being charged by SJVN and shall be @ INR 0.07/kWh.
- 2.66** “**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;
- 2.67** “**WEEK**” shall mean calendar week.

----- **END OF SECTION** -----