



SJVN Limited

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

Contracts & Procurement Section, REIA,
6th Floor, Tower No. 1, NBCC Office Complex, East Kidwai Nagar, New Delhi-110023
website: www.sjvn.nic.in, Email Id: contracts.reia@sjvn.nic.in
CIN No. L40101HP1988GOI008409

AMENDMENT No.1 dt 26.08.2024

to RfS No.: SJVN/CC-Delhi/REIA/2024/HYBRID-3 dated 28.06.2024
(ISN TSC: SJVN-2024-TN000006)

For

Request for Selection (RfS) Document for Selection of Hybrid Power Developers for setting up of 1200 MW ISTS-connected Wind-Solar Hybrid Power Projects in India under Tariff-Based Competitive Bidding

Sr. No.	Docu ment	Clause No.	Details	Existing Clause	Amended Clause
1.	RfS	3.10.1	Earnest Money Deposit (EMD)	<p>Earnest Money Deposit (EMD) of INR 12.26 Lakhs / MW (Rs. 12,26,000/MW) per Project subject to maximum of INR 25 Crore 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.</p> <p>Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.</p>	<p>Earnest Money Deposit (EMD) of INR 12.26 Lakhs / MW (Rs. 12,26,000/MW) per Project subject to maximum of INR 25 Crore in the form of Bank Guarantee / Payment on Order Instrument (POI)/Insurance Surety Bond according to Format 7.3A / 7.3B /7.3E 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.</p> <p>Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.</p>

Sr. No.	Docu ment	Clause No.	Details	Existing Clause	Amended Clause
2.	RfS	3.10.6	Earnest Money Deposit (EMD)	The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD.”	The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI)/ Insurance Surety Bond towards/ against EMD”
3.	RfS	New clause 3.10.7	Insurance Surety Bond		As another alternative to submission of EMD as above, the bidder also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encased by SJVN within the provisions of RfS/PPA. This instrument would be furnished as per Format 7.3E of the RfS, for the amount and validity period as per Clause 3.10 above.
4.	RfS	3.12(iii)	Instructions to Bidders for Structuring of Bid Proposals in Response to RfS:	Bank Guarantee against Earnest Money Deposit (EMD) as per Format 7.3 A/7.3B.	Bank Guarantee /PoI/ Insurance Surety Bond against Earnest Money Deposit (EMD) as per Format 7.3 A/7.3B/7.3 E.
5.	RfS	5.4	Reverse Auction (Step 3):	The term “Project Capacity” wherever appearing in the Clause shall mean the “Contracted Capacity” and the clause may be read accordingly.	
6.	RfS	5.5	Selection of Successful Bidders	The term “Project Capacity” wherever appearing in the Clause shall mean the “Contracted Capacity” and the clause may be read accordingly.	

Sr. No.	Docu ment	Clause No.	Details	Existing Clause	Amended Clause
7.	RfS	6.3.1 (iii)	Clearances Required from the State Government and Other Local Bodies	HPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances within 90 days of Effective Date of PPAs and forward the copies of application to SJVN within 07 days of filing the applications.	HPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances 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 SJVN within 07 days of filing the applications
8.	RfS	6.11.2	Power Purchase Agreement (PPA)	PPA will be executed between SJVN and the HPD as per the break up of the Project Capacity awarded to the Bidder which shall remain unchanged until issuance of LoA. Subsequent to issuance of LOA, In addition to the above,.....	PPA will be executed between SJVN and the HPD as per the breakup of the Contracted Capacity awarded to the Bidder which shall remain unchanged until issuance of LoA. Subsequent to issuance of LOA, In addition to the above,.....
9.	RfS	6.11.3	Power Purchase Agreement (PPA)	The PPAs shall be valid for a period of 25 years from the Scheduled Commencement of Supply Date (SCSD) or the date of commencement of supply of full Project Capacity , whichever is later. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the HPD, Buying Entity and SJVN.	The PPAs shall be valid for a period of 25 years from the Scheduled Commencement of Supply Date (SCSD) or the date of commencement of supply of full Contracted Capacity , whichever is later. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the HPD, Buying Entity and SJVN.
10.	RfS	6.12.4	Financial Closure or Project Financing Arrangements	In case of default in achieving above condition as may be applicable----- ----- Any extension charges paid so, shall be returned to the HPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date.	In case of default in achieving above condition as may be applicable----- ----- Any extension charges paid so, shall be returned to the HPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the Contracted capacity commissioned as on Scheduled Commissioned Date.

Sr. No.	Docu ment	Clause No.	Details	Existing Clause	Amended Clause
11.	RfS	Format 7.3E Added			<p>FORMAT FOR INSURANCE SURETY BOND TOWARDS EARNEST MONEY DEPOSIT (EMD)</p> <p>The format is attached as Annexure-1 below.</p>
12.	RfS	Format 7.8		<p>.....</p> <p>Dear Sir/ Madam,</p> <p>.....</p> <p>We further declare and confirm that in terms of the definitions of the RfS, 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.</p> <p>.....</p>	<p>.....</p> <p>Dear Sir/ Madam,</p> <p>.....</p> <p>We further declare and confirm that in terms of the definitions of the RfS, 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/ parent / ultimate parent company.</p> <p>.....</p>
13.	PPA	1.1 Definitions	“Indian Government al Instrumentality”	shall mean the Government of India, Governments of state(s)[Insert the name(s) of the state(s) in India, where the Hybrid RE Power project, SJVN, Buying Entity and HPD are located] and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government(s) or both, any political sub-division of any of them; including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India.	shall mean the Government of India, Governments of state(s), state(s) in India where the Hybrid RE Power project, SJVN, Buying Entity and HPD are located and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government(s) or both, any political sub-division of any of them; including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India.
14.	PPA	1.1 Definitions	“Scheduled Commencement of	Shall mean Scheduled Commencement of Supply Date (SCSD) in relation to the contracted capacity or the part of the contracted capacity shall mean the	Scheduled Commencement of Supply Date (SCSD) in relation to the contracted capacity shall mean the

Sr. No.	Docu ment	Clause No.	Details	Existing Clause	Amended Clause
			Supply Date (SCSD)”	date(s) corresponding to the date of commencement of supply quoted in the RfS (Request for Selection).	date corresponding to the date of commencement of supply i. e. 24 Months from Effective Date.
15.	PPA	2.1.3	ARTICLE 2: Term of Agreement Effective Date	2.1.3 Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be the unfulfillment of the following: A. Due Adoption of the Tariff; B. Signing of the Power Sale Agreement	2.1.3 Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be the due fulfillment of the following: A. Due Adoption of the Tariff; B. Signing of the Power Sale Agreement
16.	PPA	4.4.1	RIGHT TO CONTRACTED CAPACITY, ENERGY AND AVAILABILITY:	4.4.1 Under this Agreement, procurement of contracted capacity shall be in power (MW) terms. The HPD shall offer the Contracted Capacity for supply of Hybrid RE power for scheduling and procurement of power by the Buying Utility as per provisions of this Agreement. The HPD shall deliver the power to the Buying Utility as scheduled by the Buying Utility on a day ahead basis, as detailed out in Article 6.2 below. Further, the HPD shall be required to offer Hybrid RE power annually in a manner such that the Annual CUF is minimum %. The HPD also commits to supply a minimum annual energy of.....MUs corresponding to annual CUF of -----% from RE sources as part of this Agreement. The Buying Utility shall be entitled to use the power from this Project for fulfilment of its RPO in the proportion of contracted capacity of each component in the Project respectively.	4.4.1 Under this Agreement, procurement of contracted capacity shall be in power (MW) terms. The HPD shall offer the Contracted Capacity for supply of Hybrid RE power for scheduling and procurement of power by the Buying Utility as per provisions of this Agreement. The HPD shall deliver the power to the Buying Utility as scheduled by the Buying Utility on a day ahead basis, as detailed out in Article 6.2 below. Further, the HPD shall be required to offer Hybrid RE power annually in a manner such that the Annual CUF is declared as %. The HPD also commits to supply annual energy of.....MUs corresponding to annual CUF of% from RE sources as part of this Agreement. The Buying Utility shall be entitled to use the power from this Project for fulfilment of its RPO in the proportion of contracted capacity of each component in the Project respectively.

Sr. No.	Docu ment	Clause No.	Details	Existing Clause	Amended Clause
17.	PPA	13.4.4	Procedure for cases of SJVN Event of Default	After a period of two hundred ten (210) days In the event the aforesaid novation is not acceptable to the RPD/REPG, or if no offer of novation is made by SJVN within the stipulated period, then the RPD/REPG may terminate the PPA and at its discretion require Buying Entity to pay the damages, equivalent to 24 (twenty-four) months, or balance PPA period whichever is less, of charges for its contracted capacity within the stipulated availability, with the RE Project assets being retained by the RPD/REPG. Provided	After a period of two hundred ten (210) days In the event the aforesaid novation is not acceptable to the RPD/REPG, or if no offer of novation is made by SJVN within the stipulated period, then the RPD/REPG may terminate the PPA and at its discretion require Procurer to pay the damages, equivalent to 24 (twenty-four) months, or balance PPA period whichever is less, of charges for its contracted capacity within the stipulated availability, with the RE Project assets being retained by the RPD/REPG. Provided

FORMAT 7.3E

FORMAT FOR INSURANCE SURETY BOND TOWARDS EARNEST MONEY DEPOSIT (EMD)

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

Reference:

Insurance Surety Bond No.:

Date:

In consideration of the [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for [Insert subject of the RfS] of the cumulative capacity of..... MW [Insert cumulative Bid capacity/ Contracted Capacity proposed] for supply of power there from on long term basis, in response to the RfS No. dated issued by SJVN Limited (hereinafter referred to as SJVN) and SJVN considering such response to the RfS of[Insert the name of the Bidder] as per the terms of the RfS, the..... [Insert name & address of Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)] hereby agrees unequivocally, irrevocably and unconditionally to pay to SJVN at [Insert Name of the Place from the address of SJVN] forthwith without demur on demand in writing from SJVN or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees.....[Insert amount not less than that derived on the basis of Rs.....Lakhs per MW of Bid capacity / Contracted Capacity proposed], only, on behalf of M/s[Insert name of the Bidder] within 07 working days from the date of receipt of written demand by SJVN.

This guarantee shall be valid and binding on [Insert name of Insurance Company] up to and including [insert date of validity in accordance with Clause No.....of this RfS] and shall not be terminable by notice or any change in the constitution of [Insert name of Insurance Company] 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..... of this RfS]. SJVN shall be entitled to invoke this Guarantee till..... [insert date of validity in accordance with Clause No. of this RfS].

The Guarantor Insurance Company hereby agrees and acknowledges that the SJVN shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Guarantor Insurance Company hereby expressly agrees that it shall not require any proof in addition to the written demand by SJVN,

made in any format, raised at the above-mentioned address of the Guarantor Insurance Company, in order to make the said payment to SJVN.

The Guarantor Insurance Company 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 Insurance Company shall not require SJVN to justify the invocation of this Insurance Surety Bond, nor shall the Guarantor Insurance Company have any recourse against SJVN in respect of any payment made hereunder.

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

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

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Insurance Company.

This Insurance Surety Bond shall be a primary obligation of the Insurance Company and accordingly SJVN shall not be obliged before enforcing this Insurance Surety Bond 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 SJVN or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

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

We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only if SJVN serves upon us a written claim or demand.

Signature:.....

Name:.....

Power of Attorney No.:

For

[Insert Name and Address of the Insurance Company]

Contact Details of the Insurance Company:

E-mail ID of the Insurance Company:

Insurance Company's Stamp and Full Address.

Dated thisday of..... , 20.....