

## **Extension of due date for Eol**

**Subject: Expression of Interest for From Renewable Energy Developers For Procurement of Renewable Round the Clock (RE-RTC) Power on Long Term Basis.**

This has reference to the Expression of Interest (Eol) published on BHEL's website i.e. [www.bhel.com](http://www.bhel.com) Ref No.: BHEL/RTC/EOI/23-24/0001 dated Aug. 05, 2023, seeking interest from Renewable Energy Developers to procure 90 Million units (KWhr) of RE-RTC power per year supplied Ex bus periphery at the company units located at Haridwar (54MU), Bhopal (12MU), Trichy (12MU) and Hyderabad(12MU) on long term basis.

The due date for receiving the proposals against the Eol has now been extended up to September 30, 2023 (Saturday).

The interested Prospective Collaborator (s) shall ensure that their response, along with details requested as per the Annexures of this Eol, is received by BHEL on or before September 30, 2023 (Saturday). All other terms and conditions remain unaltered.

Contact details for submission of response and for seeking clarifications are as below:

Addl. General Manager (COC)

Cost Optimisation Cell,

BHEL COMPLEX/PLOT NO. 25

SECTOR-16A / Noida

Phone No-0120-674-8266

(9AM-5.30PM)

# **Bharat Heavy Electricals Limited**



**Invites**

**Expression of Interest  
(EOI)**

**From**

**Renewable Energy Developers**

**For**

**Procurement of Renewable Round the  
Clock (RE-RTC) Power on Long Term Basis.  
(90 Million Units(KW hr) per annum)**

**EOI No. – BHEL/RTC/EOI/23-24/0001**

## **NOTICE INVITING EXPRESSION OF INTEREST (EOI)**

**Inviting Proposals from Interested and Experienced Renewable Energy (RE)  
Developers for the Supply of Round-The-Clock (RTC) Power on Long-Term  
Basis. (90 Million Units(KW hr) per annum)**

## **1) Introduction:**

The purpose of inviting this EOI is to solicit proposals from interested and experienced RE developers who can supply RE-RTC (Round-the-Clock) power on long-term basis (15 years or above).

## **2) About Bharat Heavy Electrical Ltd (BHEL):**

BHEL is a leading state owned company, wherein Government of India is holding 63.17% of its equity. BHEL is an integrated power plant equipment manufacturer and one of the largest engineering and manufacturing organization in India, catering to the core infrastructure sectors of Indian economy viz. energy, transportation, heavy engineering industry, defence, renewable and non-conventional energy. The energy sector covers generation, transmission and distribution equipment for thermal, gas, hydro, nuclear and solar photo voltaic. BHEL has been in this business for more than 50 years and has supplied equipment accounting for more than 57% (approx. 180 GW) of the total thermal generating capacity in India. BHEL is also listed in Indian stock exchanges. BHEL has 16 manufacturing units, 4 power sector regions, 8 service centres and 15 regional offices besides host of project sites spread all over India and abroad. BHEL has its footprint in all the inhabited continents with references in 88 countries including Malaysia, Oman, Iraq, Syria Sudan, Libya, Cyprus, Malta, Afghanistan, Bangladesh, Bhutan, New Zealand etc. with cumulative overseas installed capacity of BHEL manufactured power plants nearing 10,000 MW. The annual turnover of BHEL for the year 2021-22 was around Rs 21211Cr Billion. BHEL's highly skilled and committed manpower of approx. 30000; state-of-the-art manufacturing, R&D facilities and latest technologies helped to deliver a consistent track record of performance since long. To position leading state owned companies as Global Industrial giant and as a recognition for exemplary performance, Government of India categorized BHEL as "Maharatna Company" in 2013. The high level of quality & reliability of BHEL products is due to adherence to international standards by acquiring and adapting some of the best technologies from leading companies in the world, together with technologies developed in its own R&D centres. Our technology tie-ups include agreements with Siemens Energy Global GmbH & Co. KG., Germany (for Steam Turbines, Generators and Condensers); MHI, Japan (for Flue Gas Desulfurization Systems); Leonardo S.p.A, Italy (for Super Rapid Gun Mount); GE Tech. GmbH, Switzerland (for Steam Turbine for Nuclear Power Plant); Vogt Power International, USA (for Heat Recovery Steam Generators); Babcock Power Environmental Inc., USA (for Selective Catalytic Reduction Systems) and Sumitomo SHI FW Energia Oy., Finland (for Circulating Fluidized Bed Combustion Boiler) and in many other upcoming technologies. BHEL has a wide and rich experience in the design and manufacturing of HV (Indoor/outdoor) and EHV (outdoor) switchgears of up to 400 kV class. Its production units are equipped with latest and state of art manufacturing facilities. The in-house ultra-high voltage testing facilities are equipped to test equipment up to 1100 kV as per IEC standards. For more details about BHEL, please visit our website <http://www.bhel.com>

### 3. Intent of the Expression of Interest (EOI)

BHEL intends to procure 90 Million units (KWhr) of RE-RTC power per year supplied Ex bus periphery at the company units located at Haridwar (54MU), Bhopal (12MU), Tichy (12MU) and Hyderabad(12MU) on long term basis. The selection methodology of RE-RTC power generators to supply the power would be decided based on the response to the EOI.

The EOI will also be used to arrive at uniform specification & parameters for the proposed procurement and to shortlist probable suppliers. On receipt of EOI, technical discussions/presentations may be held with the RE Generators, who are prima facie, considered technically capable for supply of RE-RTC power.

This EOI has been floated to assess the market potential and procure power from interested renewable energy suppliers. BHEL may also sign bilateral agreement through separate bidding process with the terms and conditions finalised at later stage.

The RE power would be procured on equity partnership basis as per 'Guidelines for long-term Procurement of Power notified by the Central Government.'

01.	EOI Submission Address	BHEL
02.	EOI Submission E-Mail ID	coc@bhel.in
03.	Last Date for EOI Submission	Extended date :30/9/23 (second extension) (Original date:2/9/2023, First extension 16/9/2023)
04.	Date of opening of EOI	02/10/2023
05	Contact details	Rajiv Kumar Sharma Addl. General Manager Cost Optimisation Cell(COC/CO) BHEL COMPLEX/PLOT NO. 25 SECTOR-16A /Noida Phone No-0120-674-8266 (9AM-5.30PM)

BHEL reserves the right to increase/ decrease the quantum mentioned as per their requirement.

In case, date of opening happens to be a holiday, then the last date of submission and opening of EOI will automatically get shifted to the next working day.

Proposals should reach the mentioned address by post or to the mentioned E-Mail ID on or before the last date of EOI submission.

BHEL reserves the right to reject any or all EOIs or to accept any EOI in full or in part, as may be required without assigning any reason whatsoever.

Scope of Interested partner shall be limited to response and suggestions to this EOI only.

Scope of work, Deliverables, Timelines, Terms and Conditions, Eligibility / Qualification Criteria defined in this EOI may get modified / improved at the time of Tender. However, in response to EOI, Interested Party may suggest improvement wherever necessary.

The details submitted by the Interested Party shall be complete in all respects and BHEL may seek clarifications/additional information as considered necessary. Such clarifications/ additional information must be provided within 3 days of BHEL request.

The Interested Parties may be called for interaction and presenting their proposal, if required.

Any request for further information or clarification on the EOI document may be submitted to the above-mentioned officials within 15 days from publication of this EOI.

Duly authorized representative(s) of the Interested partner shall send document over e-mail to above mentioned recipient.

The EOI process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the EOI process.

## **4. Eligibility conditions for Participation in EOI**

### **4.1. General Criteria**

- a. The Applicant should be a Company/ Sole Proprietorships / partnerships / Limited Liability partnerships / Consortium / Cooperative Societies registered in India AND/ OR having its office in India . The RE-RTC Power Generators Company having registered office in India, (herein after called prospective partner) having GSTIN, and PAN shall be eligible to participate in the EOI.
- b. This EOI is for domestic partners only. The prospective partner should have value addition of more than 20% in country as per PPP-MII order 2017, updated 16.9.2020.
- c. The prospective partners should have a valid license from the Central Electricity Regulatory Commission (CERC) or State Electricity Regulatory Commission (SERC) for Inter-State/ Intra-State trading of Electricity. The prospective partner is also required to submit a certified true photocopy of the same along with the EOI.

### **4.2. FINANCIAL DATA**

#### **4.2.1. Net Worth**

- a. The prospective partner to submit The Net Worth as on the last date of previous Financial Year, FY 2022-23. Please refer Annexure C1.
- b. The net worth to be considered for the above purpose will be the cumulative net- worth of the prospective partner Company or Consortium that will contribute the equity funding and performance bank guarantees. Net Worth shall be the total Net Worth as calculated in accordance with the latest version of Companies Act, 2013.

#### **4.2.2 Turnover**

- a. The prospective partner to submit Annual turnover as on the last date of previous Financial Year, FY 2022-23 excluding "Other Income" as indicated in the annual accounts of the prospective partner. Please refer Annexure C2.

#### **4.2.3 Profit**

- b. The prospective partner to submit Profit Before Depreciation Interest and Taxes (PBDIT), as on the last date of previous financial year, 2022-23. Please refer Annexure C3.
- c. In-principle sanction letter from the lending institutions, committing a Line of Credit, towards meeting the working capital requirement of the project quoted under this EOI.

**4.2.4** For the purposes of declaration of financial details, only latest unconsolidated audited annual accounts shall be used.

**4.2.5** A Company/ Consortium would be required to submit annual audited accounts for the last financial year, 2022-23, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to authenticate financial data.

**4.2.6** For meeting the above financial eligibility criteria, if the data is provided by the prospective partner in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the prospective partner using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year. In case RBI reference is not available conversion to US dollar can be used for Rupee conversion.

**4.2.7** Audited accounts for the last Financial year 2022-23 should be submitted for meeting the financial requirements. In case the audited annual accounts of FY 2022-23 are not available, audited annual accounts of FY 2021-22 can be considered.

#### **4.3. TECHNICAL DATA**

- a. The Applicant should submit details of commercially operational RE-RTC Generating plant or expected to be commissioned on or before June 2025.
- b. Prospective partner to furnish the plant capacity, RTC power cost details (fixed and Variable) and equity participation by the customer with details certified by the existing customer. prospective partner to furnish billing records for already operational RTC supply. Please refer Annexure – Y.
- c. The prospective partner to select the offered RE power plant capacity so as to meet the quantum of power desired in this EOI.

- d. Prospective partner to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The prospective partner should indicate details of the technology selected and its details as per Annexure E. The detailed technical parameters, for Solar PV/Wind/Hybrid Power Projects to be selected based on MNRE guidelines from time to time. The type certified wind turbine models listed in the Revised List of Models and Manufacturers (RLMM) issued by MNRE will be allowed for deployment under this EOI. The provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg.” and its subsequent amendments and clarifications issued until the EOI submission deadline, shall be applicable for this EOI. The modules used in the Projects under this EOI should have been included in the List-I under the above Order. Detailed technical parameters for Solar PV Projects to be met by prospective partners are at Annexure-D. The prospective partners shall strictly comply with the technical parameters. The wind power projects will be developed as per the Guidelines issued by the Government of India for development of Wind Power Projects. For solar modules and balance of systems, the technical guidelines issued by the Government of India from time to time for grid connected Solar PV systems and the technical guidelines prevalent at the time of commissioning of the Project, will be followed.
- e. The prospective partner shall provide the details of any tie-up of Non RE or any other source Projects for supply of firm Power with spare capacity. Prospective partner shall be responsible for all Contractual arrangements between non RE or any other source Power Generator. The prospective partner need not set up a new Non RE or any other source Power project under this EOI.
- f. The EOI doesn't envisage setting up of new-Non RE or any other source Power Plant. All obligations with respect to setting up of Project relates only with respect to RE portion of the Project.

## **5.0 POWER SUPPLY BY RE POWER DEVELOPER**

The prospective partner(s) shall specify the quantum, to supply at delivery point along with details of offered capacity (MW), CUF and corresponding Million Units generated. Demand profile of BHEL units for past year is enclosed at Annexure O,P,Q and R, for reference only. The demand may change in future.

**5.1 Annual Requirement of BHEL at four different locations (90 MUs) is as below:**

- |                    |                               |
|--------------------|-------------------------------|
| 1. BHEL , Haridwar | <b>54 MUs (Million Units)</b> |
| 2. BHEL, Bhopal    | <b>12 MUs (Million Units)</b> |
| 3. BHEL, Trichy    | <b>12 MUs (Million Units)</b> |
| 4. BHEL, Hyderabad | <b>12 MUs (Million Units)</b> |

Total requirement will be reviewed every year and BHEL may increase/decrease the requirement by 10%.

- I. The prospective partner shall declare the guaranteed annual power. Calculation of power will be on yearly basis from 1st April of the year to 31st March of next year. For the first year of operation of the project, the annual power shall be calculated on pro rata basis for the complete year till 31st March from the 1st supply. Subsequently, the annual power will be calculated every year from 1st April of the year to 31st March next year.
- II. For agreement duration, the annual variation up to +/- 10% in declared guaranteed annual power is acceptable to BHEL.
- III. In case power is more than 110 percent of declared guaranteed annual power, prospective partner will be free to sell power it to any other entity.
- IV. In case of availability of power is less than 90 percent of declared guaranteed annual power, the prospective partner will be liable to pay compensation to BHEL, for the shortfall in availability of power. This will, however be relaxed to the extent of grid non-availability for evacuation, which is beyond the control of the prospective partner as certified by SLDC/ RLDC /Discom. The amount of such compensation will be four times (400% ) the cost shortfall in energy terms, calculated at the applicable tariff payable during the year. The Billed Energy Charges will be considered as applicable for the first month of the subsequent financial year.

**5.2 RE Generation Profile:**

- I. The prospective partner shall declare RE Generation Profile @15min time block per day basis for the complete year for the declared CUF (on daily basis).
- II. In case prospective partner supplies more power than the power defined in RE Generation profile @15min time block on daily basis, BHEL will not be liable to pay for the excess power supplied on daily basis.
- III. In case prospective partner supplies power as defined in RE Generation profile @15min time block and BHEL could not consume the power, then BHEL will be liable to pay for the power defined in RE Generation profile.
- IV. BHEL will provide the hourly/15 min load data, if required.
- V. prospective partner(s) shall offer Round -the-Clock (0000–2400 Hrs.) power to match the load profile and meet the guaranteed annual power.

### **5.3 Capacity Utilization Factor (CUF):**

- I. The prospective partner shall declare the **guaranteed annual CUF against guaranteed annual power**. For Yearly basis from 1st April of the year to 31st March of next year. For the first year of operation of the project, the annual CUF shall be calculated for the complete year till 31<sup>st</sup> March from the 1<sup>st</sup> supply. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year.
- II. Vendor to ensure declared CUF on daily/monthly basis also.
- III. For agreement duration, the declared guaranteed annual CUF shall in no case be less than 50 per cent of offered installed capacity.
- IV. The prospective partner can exclude the Sundays and gazetted holidays from the supply of renewable power. Otherwise, supply profile for Sundays and gazetted holidays (reduced demand) will be furnished separately to the prospective partner.

### **5.4 MONTHLY DEMAND PROFILE FROM BHEL**

Past monthly averaged demand profile for daily consumption is provided to the vendor for optimising the design of the project as a reference only. The demand pattern may vary in future.

1. Monthly Demand profile of BHEL, Haridwar, refer Annexure-O
2. Monthly Demand profile of BHEL, Bhopal, Annexure-P
3. Monthly Demand profile of BHEL, Trichy, Annexure-Q
4. Monthly Demand profile of BHEL, Hyderabad, Annexure-R

Demand profile will be reviewed every year and BHEL may increase/decrease the requirement by 10%.

### **5.5 SOURCE OF SUPPLY**

The prospective partner shall provide the details of source of supply i.e. whether the power shall be supplied from a single source or portfolio of sources. The prospective partner shall also specify whether the source(s) of supply is a solar or non-solar renewable source or with combination with non-RE sources.

Vendor to specify location of plant for the RTC supply. In case supply is from different plants/locations vendor to give details of the same.

**5.6 The Project shall also comply with the criteria for power generation detailed below:**

- I. The prospective partner shall be obliged to make the plant available round the clock basis for the contracted capacity for scheduling of power to BHEL. It is mandated to make available the plant to the BHEL on a Round-the- Clock basis. The generated energy shall be dispatched through scheduling of power to BHEL.
- II. The procurement shall be in power in KWhr terms. The prospective partner shall install, operate and maintain the Project such that the Availability of the Contracted Capacity of the Project is at least 90% (Ninety per cent) thereof during each Contract Year for the entire Term of the agreement ("Normative Availability") along with maintaining at least 90 % availability on monthly basis for at least eleven (11) months in each Contract year & also at least 90% Availability annually during the Peak Hours. Peak hours will be the number of hours out of 24 hours as declared by RLDC's as per relevant CERC regulations. In case of changes in Peak hours as notified by the RLDC's, same will have to be complied by prospective partner. Prospective partner shall declare availability from the Project no later than 48 hours prior to its occurrence on daily basis or as per the prevalent regulations for scheduling of power.
- III. The prospective partner shall plan the dispatch of electricity and convey its availability for scheduling thereof by the SLDC or RLDC, as the case may be, and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003.
- IV. The renewable energy component (including Energy Storage System (ESS) component charged with RE sources) shall be eligible for RPO compliance. Prospective partner to decide solar and non-solar components, based on principles adopted for hybrid plants.
- V. It is to be noted that the summation of generation schedule of RE Power and firm power from Non RE or any other source cannot be more than Contracted Capacity in any time block of 15 minutes. Therefore, the Generator may apply for Long Term Access (LTA) /GNA accordingly.
- VI. Prospective partner to submit the proportion of energy from RE source and non-RE for supply in any Contract Year. Accordingly, the prospective partner shall ensure at least 51% of contracted supply from RE Sources on yearly basis. The prospective partner shall also submit the assured minimum quantum of annual energy (MU) to be supplied from RE sources in any Contract Year, as part of response to EOI.
- VII. The prospective partner can combine storage for ensuring that it achieves the required minimum annual availability of 90% along with maintaining at least 90% availability on a monthly basis for at least eleven months in a year. However, annually minimum 51% of energy shall be offered from renewable energy sources. This 51% shall also include offer from the storage system, provided RE sources were used to store energy in the storage system.

## **6.0 SHORTFALL IN ENERGY SUPPLY**

- I. It is mandatory on the part of the successful prospective partners to apply for corridor for each and every month of the contract period through LTOA for the corresponding applicable period. In case, the successful prospective partners fails to timely apply for corridor, compensation shall be levied on the full contracted quantum.
- II. The successful prospective partners shall ensure that actual scheduling does not deviate by more than 10% (Ten Percent) of the contracted power as per the approved open access on monthly basis.
- III. In case, deviation is more than 10% of contracted power for which open access has been allocated on monthly basis, the prospective partner shall pay compensation of four times (400%) the cost of shortfall in energy terms, calculated at the applicable tariff payable during the year continuing to pay open access charges as per the contract. The compensation shall be calculated based on the energy supplied at the delivery point. The compensation amount will be deducted from monthly billing.
- IV. In case, deviation from BHEL side is more than 10% of contracted power for which open access has been allocated on monthly basis, BHEL shall not pay any compensation.
- V. The indicated percentage limitation of quantum is only to meet any technical problems due to poor PLF or due to some forced outage in the transmission line and not for utilizing the balance quantum for sale. If it is found that the prospective partner indulge in such practices, such quantum of energy sold shall carry compensation of four times the RTC Tariff/unit . However, this will not be applicable when BHEL directs the prospective partner to reduce the scheduling and such quantum reduced can be sold after getting the concurrence of BHEL.
- VI. If for any Contract Year, in case the prospective partner supplies energy less than that corresponding to 90% total availability along with 90% availability on a monthly basis for at least 11 months in a Contract Year & 90% of peak Hour Availability on annual basis, for reasons attributable to the prospective partner, such shortfall in performance shall make the prospective partner liable to pay the compensation. This compensation shall be applied to the amount of shortfall in energy supply by prospective partner during the Contract Year. The amount of compensation shall be the four times (400%) cost of shortfall in energy terms, calculated at the applicable tariff payable during the year.
- VII. The prospective partner shall provide list of documents to be submitted for verification of energy supply and performance of the Projects for approval by BHEL. For each Contract Year, the above data will be required to be submitted by the prospective partner to BHEL within 30 days after expiry of the previous Contract Year, for verification of the performance parameters for calculating applicable compensation on account of shortfall.

VIII. However, this compensation shall not be applicable in events of Force Majeure identified under the agreement with BHEL, affecting supply of power by the prospective partner.

IX. Notwithstanding anything to the contrary contained herein, in the event that the prospective partner fails to supply RTC power for the reasons other than outage, BHEL shall, at its sole discretion, either accept or reject the schedule / availability given by Generator.

## **7.0 EXCESS GENERATION**

- I. In order to allow optimization of operation of RE and Non RE or any other source Power Generating Systems, the prospective partner is allowed to supply power from Non RE or any other source power plant in excess of the Contracted Capacity by BHEL to any third party or power exchange without requiring any NOC from BHEL. However, it may be noted that at any instance of energy supply from the Project, priority shall be accorded to meet the energy requirements up-to contracted capacity, before selling any quantum of energy in the open market.
- II. The prospective partner may re-power the Project at any stage, if required in order to meet the generation or availability requirement of this Project. In case at any point of time, the peak of capacity reached is higher than the Contracted capacity and causes disturbance in the system at the point where power is injected, the prospective partner will have to forego the excess generation and reduce the output to the Contracted capacity to ensure compliance with grid requirement and shall further be liable to pay the penalty/charges (if applicable) as per applicable regulations / requirements / guidelines of CERC / SERC / SLDC or any other competent agency.
- III. Any energy produced and flowing into the grid before Scheduled Commissioning Date shall not be at the cost of BHEL. BHEL may agree to buy such power at a tariff as agreed to between BHEL and the prospective partner.
- IV. During the operation of the project, there can be some periods where the project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the prospective partner. In such cases, BHEL shall not be liable for any compensation.

## **8. REVISION OF SCHEDULE / CANCELLATION OF OPEN ACCESS:**

Revision of Schedules by the prospective partners should be Firm and intimated 5 working days in advance (except only in case of Forced Outage) so as to allow to arrange the revised quantum of power from any third party. In case of revision/ cancellation, the party seeking revision/ cancellation of Open Access shall bear the entire cost on its account due to such revision/ cancellation as per the applicable CERC regulations for LTOA.

## **9.0 FINANCIAL CLOSURE OF PROJECT AND LAND ARRANGEMENTS**

- (i) The prospective partner shall specify the minimum period required for Financial Closure (in Annexure E) of the project in case he has to implement the project . It is presumed that in terms of Clause 13.4 of the Guidelines issued by MoP, the tariff will be adopted by the Appropriate Commission within 60 days of such submission. However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in financial closure.
- (ii) The prospective partners shall report 100% tie-up of Financing Arrangements for the Projects. The prospective partner shall submit a certificate/necessary document from all financing agencies.
- (iii) In case of default in achieving above condition as may be applicable within the stipulated time, BHEL shall be entitled to encash Performance Bank Guarantees and shall remove the Project from the list of the selected Projects, unless the delay is on account of delay in allotment of land by the Government, or on account of factors not owing to any action or inaction on the part of the prospective partner , or caused due to a Force Majeure as per agreement. An extension can however be considered, on the sole request of prospective partner, on advance payment of extension charges of INR 50,000/- per day . This extension will not have an impact on the obligation of prospective partner to achieve commissioning by the Scheduled Commissioning Date of the Project. BHEL shall encash the PBG with a notice period of one week in case of non-submission of requisite documents or the necessary amount and terminate the agreement for the Project. The prospective partner will have to submit the required documents to BHEL at least 15 days prior to the scheduled Financial Closure date. In case of delay in submission of documents. BHEL shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.
- iv) Land arrangements:
  - a. The prospective partner shall be entirely responsible for acquiring the land required for setting up the project and BHEL shall not in any manner be responsible for the same.
  - b. The prospective partner shall submit documents/Lease Agreement to establish possession/right to use 100% (hundred per cent) of the required land in the name of the prospective partner for a period of complete term of the agreement, on or before the Scheduled Commissioning Date (SCD). The lease should allow transfer of land lease rights to the lenders and BHEL, in case of default of the prospective partner.
  - c. The prospective partner shall submit a sworn affidavit from the authorized signatory of the prospective partner listing the details of the land and certifying that total land required for the Project is under clear possession of the prospective partner.
  - d. Commissioning of the Project will not be allowed until the demonstration of land possession by the prospective partner.

## **10. CLEARANCES REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES**

The prospective partner 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 prospective partners are required to obtain necessary clearances and permits as required for

setting up the RE Power Projects complemented with firm power from any other source, 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. Approval for Water from the concerned authority (if applicable) required for the Project.
- d. In case of Projects being set up in the States of Gujarat & Rajasthan, the prospective partner shall abide by 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.
- f. No objection certificate (NOC) from Ministry of Defence (if applicable).

The above clearances, as applicable for the Project, shall be required to be submitted to BHEL prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the prospective partner shall submit an undertaking in this regard, and it shall be deemed that the prospective partner has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the prospective partner.

The prospective partner 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 prospective partner to remain updated about the applicable charges payable to the SNA under the respective State Solar Policy.

The prospective partner shall apply for all the necessary approvals, permits and clearances not more than 90 days from the effective date of the agreement, 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 prospective partner 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.

## **11. COMMISSIONING OF PROJECT**

The prospective partner shall give time period for Commissioning of the Project and draft procedure for the same. BHEL may authorize any individual or committee or organization to witness and validate the commissioning on site for issuing commissioning certificates.

### **11.1 Commissioning schedule and liquidated damages**

- i) The maximum time period allowed for commissioning of the full Project Capacity with applicable liquidated damages, shall be limited to six months from the Scheduled commissioning date or the extended commissioning date (if applicable).
- ii) In case of delay in commissioning of the Project beyond the Scheduled commissioning date until six months the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned as part of the liquidated damages.
- iii) In case Commissioning of the Project is delayed beyond six months from the Scheduled commissioning date, the agreement capacity shall stand reduced/ amended to the Project

Capacity commissioned and the agreement for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity.

- iv) It is presumed that in terms of Clause 13.4 of the Guidelines issued by MoP, the tariff will be adopted by the Appropriate Commission within 60 days of such submission. However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in Scheduled Commissioning Date, it is clarified that the LOA and agreement shall become effective upon adoption of tariff by State Electricity Regulatory Commission.
- v) Notwithstanding anything to the contrary contained herein this EOI document or the agreement, in case of any delay in achieving the SCD as specified in Clause i) above, the prospective partner shall be liable for additional transmission charges and transmission losses as may be applicable.

## **12 DELAY IN COMMISSIONING ON ACCOUNT OF DELAY IN GNA**

The responsibility of obtaining General Network Access ( GNA) shall be of prospective partner prior to commissioning of the Project . For sale of power to BHEL from scheduled commissioning date , the required GNA is required to be obtained by the prospective partner . Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of GNA 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 SCD of the Project, and it is established that:

- i) The prospective partner has complied with the complete application formalities and as per the Detailed Procedure as issued by the CTU,
- ii) The prospective partner has adhered to the applicable procedure in this regard as notified by the CERC/CEA/CTU, and
- iii) The delay in grant 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 prospective partner.

The above shall be treated as delays beyond the control of the prospective partner and from scheduled commissioning date shall be revised as the date subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of GNA on case to case basis. Decision on requisite extension on account of the above factor shall be taken by BHEL. In case of delay in commissioning of Project due to reasons beyond the reasonable control of the prospective partner, BHEL may extend the scheduled commissioning date after examining the issue on a case-to- case basis.

It is to be noted that delay in commissioning / operationalization of the non RE or any other source project, if any, shall not be admissible among the factors warranting an extension in scheduled commissioning date of the Project. It is further clarified that any delay in grant of Connectivity and GNA on account of change in location of the project by prospective partner shall in no event qualify for any relief whatsoever and prospective partner shall be liable to pay penalty for delay in commissioning to BHEL.

### **13.0 EARLY COMMISSIONING**

The prospective partner shall be permitted for full commissioning as well as part commissioning of the Project even prior to the scheduled commissioning date , subject to availability of transmission connectivity and General Network Access. The prospective partner shall be free to sell the electricity generated, to any entity other than the BHEL prospective partner, and In cases of early part commissioning, till scheduled commissioning date only with consent of BHEL. Early commissioning of the Project will be allowed solely at the risk and cost of the prospective partner. Even in case of early part commissioning or early full commissioning, the agreement will remain in force for a period of 15 (Fifteen) years from the scheduled commissioning date or the date of commissioning of full project capacity whichever is later .

### **14.0. COMMERCIAL OPERATION DATE (COD)**

Commercial Operation Date (COD) shall be the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project. The 15-year or more tenure of agreement shall be as per the provisions of agreement. The following milestone dates may therefore be observed and may fall on separate dates

Interconnection with Grid: This may be provided by the STU/ CTU/ BHEL on the request of the project developer/ prospective partner, even if the project is only partially ready to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.

Commissioning of the Project: This will be on a date, when the project meets the criteria defined for project commissioning. BHEL may authorize any individual or committee or organization to declare the project commissioned on site.

Any energy produced and flowing into the grid before COD shall not be at the cost of BHEL and developers will be free to make short-term sale to any organization or individual.

### **15.0. MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER**

- I. The prospective partner shall provide complete information about the Promoters and its shareholding in the company indicating the controlling shareholding. No change in the controlling shareholding of the prospective partner Company or Consortium shall be permitted during implementation of project. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- II. In case of Project being executed through SPVs: The Selected prospective partner executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the agreement, shall not fall below 51% at any time prior to 02 (Two) years from the COD, except with the prior approval of BHEL. In the event the selected prospective partner is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the agreement, shall not fall below 51% at any time prior to 02 (Two) years after COD, except with the prior approval

of BHEL. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

- III. In case of the selected prospective partner itself executing the agreement, 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), till 02 (two) years after the COD, except with the prior approval of BHEL. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- IV. 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 02 (two) years after COD.
- V. Any change in the shareholding after the expiry of 02 years after COD can be undertaken under intimation to BHEL. Transfer of controlling shareholding of the company developing the project within the same group of companies will however be allowed with the permission of BHEL, subject to the condition that, the management control remains within the same group of companies.
- VI. In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh agreement with a new entity, an amount of INR 20 Lakh +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to BHEL.

#### **16. VALIDITY OF THE RESPONSE TO EOI**

The prospective partner shall submit the response to EOI which shall remain valid up to 6 months from the last date of submission of response to EOI. BHEL reserves the right to reject any response to EOI which does not meet the aforementioned validity requirement.

#### **17. INSTRUCTIONS TO PROSPECTIVE PARTNERS FOR STRUCTURING OF EOI PROPOSALS IN RESPONSE TO EOI**

The prospective partner including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to EOI.

- (i) The price of offered power (in Rs./ kWh) should be quoted at the delivery point (i.e. BHEL unit ex-bus) and should be limited to 3 (three) decimal points. The quoted price should be FIRM and there shall be no change during the contractual period.

- (ii) Price break up to the delivery point for corresponding BHEL UNIT along with all statutory charges and other charges (if any) considered shall be provided as per Annexures J,K,L,M.
- (iii) The transmission charges (POC Injection & Withdrawal charges), transmission losses (POC Injection & Withdrawal losses), STU Charges & Losses, RLDC/ SLDC charges, application/concurrence charges, or any other charges covered under Open Access Regulations notified by Central/State Electricity Regulatory Commission (CERC/SERC) and the procedure for Open Access stipulated by the Central/State Transmission Utility (CTU/ STU) (as amended up to date) for supply of power up to the delivery point, shall be borne by the prospective partner.
- (iv) BHEL shall not be liable for any other charges up to delivery point except for the charges of energy delivered at delivery point on the basis of the REA/SEA data of ERPC/SLDC as per the latest open access regulations applicable. However, Electricity Duty, if any, shall be borne by BHEL.
- (v) prospective partners shall offer Round -the-Clock (0000–2400 Hrs.) power to match the load profile and meet the guaranteed annual power.
- (vi) If the offer is conditional/with any deviation to the mentioned terms, BHEL reserves the right to accept or reject the same without assigning any reason.

Submission of proposals by prospective partners in response to EOI shall be in the manner described below:

- (i) Covering Letter , Annexure -A
- (ii) Prospective partner's company Data, Annexure -B
- (iii) Format for Financial Requirements as per Annexure-C1,C2 and C3 along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the prospective partner.
- (iv) Technical parameter of PV module and other components, Annexure-D
- (v) Declaration by the prospective partner for the proposed technology tie-up ,Annexure-E
- (vi) Format for financial closure of project, Annexure-F
- (vii) Declaration for clearances from the state government and local bodies ,Annexure-G
- (viii) Format for scheduled date for commissioning-,Annexure-H
- (ix) Format for equity and cost/unit of RTC power- unit-wise Annexure J,K,L,M
- (x) Schedule of deviations Annexure-N
- (xi) Past Demand Profile for BHEL units for reference- Annexure-O,P,Q,R (may vary in future)
- (xii) In case of a 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 Annexure-S
- (xiii) Board Resolutions, as per prescribed formats enclosed as per Annexure-T duly certified by the Company Secretary or the Director of the relevant prospective partner, as applicable to the prospective partner and mentioned hereunder:
- (xiv) Board Resolution from the Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to EOI and in the event of selection of the Projects and to sign the agreement with BHEL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement
- (xv) Board Resolution from the 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 Consortium); and

- (xvi) 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.
- (xvii) In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per Annexure-U along with Board resolution from each Member of the Consortium for participating in Consortium.
- (xviii) Undertaking regarding no wilful default and no major litigation pending as per Annexure-V
- (xix) A disclosure statement as per Annexure-W regarding participation of any related companies in the EOI.
- (xx) Details of already running/commissioned projects as per Annexure-Y.
- (xxi) DAILY CUF PROFILE (Annexure-Z), Details of metering , validation of energy supplied by concerned agencies and procedure of giving advantage of RTC energy units' cost in billing by concerned Discom.**
- (xxii) Attachments
  - a. Memorandum of Association, Article of Association needs to be attached along with the EOI. The prospective partner should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar /Wind Power plant development.
  - b. If the prospective partner 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/ Solar/Wind Power plant development has to be submitted prior to signing of agreement.
  - c. Certificate of Incorporation of Company/ all member companies of Consortium.
  - d. A certificate of shareholding of the company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary. BHEL 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 EOI conditions have been complied with and the prospective partner will ensure submission of the same within the required time lines.
  - e. Certified copies of annual audited accounts for the last financial year, i.e. FY 2022-23 and 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 day.
  - f. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

## **18. IMPORTANT NOTES AND INSTRUCTIONS TO PROSPECTIVE PARTNERS**

- 18.1 Wherever information has been sought in specified formats, the prospective partners 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.

- 18.2 If the prospective partner / Member in a Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to EOI, in any manner whatsoever, BHEL reserves the right to reject such response to EOI. Prospective partner shall be solely responsible for disqualification based on their declaration in the submission of response to EOI.
- 18.3 Response submitted by the prospective partner shall become the property of the BHEL and BHEL shall have no obligation to return the same to the prospective partner.
- 18.4 All documents of the response to EOI submitted online must be digitally signed by the person authorized by the Board as per Annexure-S.
- 18.5 BHEL reserves the right to seek additional information from the prospective partners, if found necessary, during the course of evaluation of the response to EOI.
- 18.6 All the information should be submitted in English language only. In case of foreign prospective partners having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 18.7 Prospective partners shall mention the name of the contact person and complete address and contact details of the prospective partner in the covering letter.
- 18.8 Response to EOI that are incomplete, which do not substantially meet the requirements prescribed in this EOI, will be liable for rejection by BHEL.
- 18.9 Response to EOI not submitted in the specified formats will be liable for rejection by BHEL.
- 18.10 Prospective partners delaying in submission of additional information or clarifications sought will be liable for rejection.
- 18.11 Non-submission and/ or submission of incomplete data/ information required under the provisions of EOI shall not be construed as waiver on the part of BHEL of the obligation of the prospective partner to furnish the said data/ information unless the waiver is in writing.
- 18.12 The Appropriate Commission shall exercise the regulatory and adjudicatory jurisdiction in regard to matters between prospective partner and BHEL. Subject to the above, only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this EOI.
- 18.13 All the financial transactions to be made with BHEL including success fee, delay charges and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the EOI.

## **19. FORCE MAJEURE:**

None of the parties herein shall be liable to each other on account of failure or delay, which is caused by an event of "Force Majeure", defined as follows:

During the pendency of the Contract/Order, if the performance in whole/part by either party or any obligation there under is prevented/delayed by causes arising out of any war, hostility, civil commotion, acts of the public enemy, Sabotage, fire, floods, explosions, epidemics or non-availability of Government controlled raw material under order/ Instructions of Central/ State Government regulations, strikes, lockouts, embargo, acts of Civil/ Military authorities or any other causes beyond their reasonable control, neither of the two parties shall be made liable for loss or damages due to delay or failure to perform the contract during the currency of Force Majeure conditions, provided that the happening is notified in writing (with documentary proof) within 30 days from the date of the occurrence. Events of Force Majeure shall include the following:

- a) Fire, chemical or radioactive contamination, earthquakes, lightning, flood, drought, plague, epidemic, other natural calamities and acts of God resulting in the supply of power under this agreement being disrupted.
- b) Explosion, accident, breakage of transmission facilities transmitting power, Grid failure.
- c) Acts of war, invasion, riots, blockade, public disorder, civil commotion / unrest, civil riots, and sabotage making the performance of obligations herein impossible.
- d) None or part availability of open access, congestion/curtailment of transmission corridor.

Note: - Occurrence of Force Majeure conditions must be intimated immediately on their occurrence and in no case later than 24 Hrs. from the time of occurrence.

## **20. SHORT CLOSURE: The contract / agreement may be short closed by serving advance notice of nine months.**

## **21. DISCLAIMER**

The information contained in this expression of interest (EOI) document provided to the prospective partner on behalf of Bharat Heavy Electricals Limited (BHEL) or any of its employees or advisors, is provided to the prospective partner on the terms and conditions set out in this EOI document and all other terms and conditions subject to which such information is provided.

1. The purpose of this EOI document is to provide the prospective partner with information to assist the formulation of their proposal. The EOI document does not purport to contain all the information each prospective partner may require. This EOI document may not be appropriate for all persons, and it is not possible for BHEL, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each prospective partner who reads or uses this EOI document. Each prospective partner should conduct his own investigation and analysis and should check the accuracy,

reliability and completeness of the information in this EOI document and where necessary obtain independent advice from appropriate sources.

2. BHEL, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the EOI document.
3. BHEL, may in its absolute discretion, but without being under any obligation to do so, modify, amend or supplement the information in this EOI document.
4. The issue of this EOI does not imply that BHEL is bound to select and shortlist any or all the prospective partners. BHEL is not bound to proceed ahead with the prospective partner and in no case responsible or liable for any commercial and consequential liabilities in any manner whatsoever.
5. The prospective partner shall bear all the costs associated with the preparation, technical discussions/presentations and submission of the response against this EOI. BHEL shall in no case be responsible or liable for these costs regardless of the conduct or outcome of the EOI process.
6. Canvassing in any form by the prospective partner or by any other agency on their behalf shall lead to disqualification of their EOI.
7. Notwithstanding anything contained in this EOI , BHEL reserves the right to accept or reject any application and to annul the EOI process and reject all applications, at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons, thereof. In the event that BHEL rejects or annuls all the applications, it may at its discretion, invite all eligible prospective partners to submit fresh applications.
8. BHEL reserves the right to disqualify any applicant during or after completion of EOI process, if it is found that there was a material misrepresentation by any such applicant or the applicant fails to provide within the specified time, supplemental information sought by BHEL.
9. BHEL reserves the right to verify all statements, information and documents submitted by the applicant in response to the EOI. Any such verification or lack of such verification by BHEL shall not relieve the applicant of this obligation or liabilities hereunder nor will it affect any rights of BHEL.

## **Annexure A**

### **COVERING LETTER**

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

Ref. No.:.....

Date:.....

From:

(Insert name and address of prospective partner / Lead Member of Consortium)

.....

.....

Tel. #: Fax#:

E-mail address#

To

.....

.....

**Email:** .....

Sub: Response to EOI No. .... dated ..... for Selection of RTCPower Developers for Supply of Round-the-Clock (RTC) Power (90 million units(KW/hr) annually) from Grid-Connected Renewable Energy (RE) Power Projects, complemented with firm power from any other source in India under Tariff-based Competitive Bidding

Dear Sir,

We, the undersigned [insert name of the 'prospective partner'] having read, examined and understood in detail the EOI including Qualification Requirements in particular, terms and conditions for supply of power for 15 years to BHEL, hereby submit our response to EOI

We are submitting EOI for the development of following Project(s): -

Contracted Capacity offered In MW	Project component break-up including ESS and tied up Non RE or any other source Capacity (if any) (MW) i.e. RTC Configuration	Project Location (Village, Tehshil, Dist., State	Inter-connection Point Details

	Solar PV component: ____ MW (AC), ____ MWp (DC) (DC/AC Ratio: ____),		
	Wind power component : .....MW		
	ESS Component : .....MW/MWh		
	Non RE Power component : .....MW		

Estimated cost of The RE project	Solar power component	
	Wind power component	
	ESS power component	
	Non RE power component	
Total estimated cost of the project		

1. We give our unconditional acceptance to the EOI NO. ...., dated ....., , issued by BHEL. In token of our acceptance to the EOI. We confirm that the Project shall be commissioned within ..... months from the date of agreement. We further undertake that we shall demonstrate possession of 100% area of the identified land, within the timelines as per the agreement.

2. We have submitted our response to EOI without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

3. Acceptance: -

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

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

4. 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 EOI.

5. In case of the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity. Further we will submit a Board Resolution prior to signing of agreement with BHEL, committing total equity infusion in the SPV.
6. We are submitting our response to the EOI with formats duly signed as desired by you in the EOI for your consideration.
7. The information submitted in our response to the EOI 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 EOI.
8. We confirm that all the terms and conditions of our EOI are valid up to .....for acceptance (i.e. a period of 06 months) from the last date of submission of response to EOI.

9. Contact Person

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

Name: .....  
Designation: .....  
Company: .....  
Address: .....  
Phone Nos.: .....  
Mobile Nos.: .....  
Fax Nos.: .....  
E-mail address: .....

10. We have neither made any statement nor provided any information in this EOI, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our EOI are true and accurate. In case this is found to be incorrect, we agree that the same would be treated as a Seller's event of default under agreement with liabilities as per agreement.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023

Thanking you,  
We remain,  
Yours faithfully,

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

## **Annexure B**

### **PROSPECTIVE PARTNER 'S COMPANY DATA:**

1. Name of the firm:
2. Name of the Contact Person:
3. E-Mail Address:
4. Postal Address:
5. Telephone:
6. Mobile No:
7. Fax Number:
8. PAN no.
9. GSTIN no.
10. Inter/ Intra state Trading license (copy to be enclosed)
  - Category of License (in case of traders only) :
  - Validity Date:

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

## Annexure C1

### FORMAT FOR NET WORTH

(This should be submitted on the Letter Head of the prospective partner / Lead Member of Consortium)

Ref. No. ....

Date: .....

From: \_\_\_\_\_ (Insert name and address of prospective partner / Lead

Member of Consortium)

.....

.....

Tel.#: Fax#:

E-mail address#

To

.....

.....

Sub: Response to EOI No.[.....]dated .....for Selection of RE Power Developers for Supply of 90 MU of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects, complemented with firm power from Any other source in India under Tariff-based Competitive ding.

Dear Sir/ Madam,

We certify that the prospective partner / Member in a Consortium has **Net worth of INR .....****Crore ( in words)** as on the last date of Financial Year 2022-23 or as on the day at least 7 days prior to the EOI submission deadline (Strike out wherever not applicable).This Net Worth has been calculated in accordance with instructions provided in Clause No.4.2, Qualifying Requirements (QR) of the EOI.

Exhibit (i): Applicable in case of prospective partner

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

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

\*The column for "Relationship with prospective partner" 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 Consortium (To be filled by each Member in a 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 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 Prospective partner * (If Any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Consortium	Committed Net Worth (in Rs. Crore)
Company 1					
---					
---					
Total					

\* The column for "Relationship with prospective partner" 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) Membership No.

Regn. No. of the CA's Firm:

Date:

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 duly certified by the Chartered Accountant.

## **Annexure C2**

### **FORMAT FOR ANNUAL TURNOVER**

(This should be submitted on the Letter Head of the prospective partner / Lead Member of Consortium)

Ref. No. ....

Date: .....

From: \_\_\_\_\_ (Insert name and address of prospective partner / Lead Member of Consortium)

.....

.....

Tel.#: Fax#:

E-mail address#

To

.....

.....

Sub: Response to EOI No.[.....]dated.....for Selection of RE Power Developers for Supply of 90 MU of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects, complemented with firm power from Any other source in India under Tariff-based Competitive Bidding.

Dear Sir/ Madam,

We certify that the prospective partner / Member in the Consortium , with support of its Affiliates (Strike out if not applicable) has **Annual Turnover of INR** .....

\_\_\_\_\_ ( in words) as on the end of Financial Year 2022-23 or as on the day at least 7 days prior to the EOI submission deadline (choose one). (Strike out if not applicable)

Exhibit (i): Applicable in case of prospective partner

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

Name of prospective partner	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with prospective partner*	Annual Turnover (In Rs. Crore)
Company 1			
Total			

\*The column for "Relationship with prospective partner" 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 Consortium

(To be filled by each Member in a 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 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 prospective partner (If Any) *	Annual Turnover (in Rs. Crore)	Equity Commitment (in %age) in prospective partner	Proportionate Annual Turnover (in Rs. Crore)
Company 1					
.....					
.....					
Total					

\* The column for "Relationship with prospective partner" 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

## Annexure C3

### FORMAT FOR PBDIT

(This should be submitted on the Letter Head of the prospective partner / Lead Member of Consortium)

Ref. No. ....

Date: .....

From: \_\_\_\_\_ (Insert name and address of prospective partner / Lead Member of Consortium)

.....

.....

Tel.#: Fax#:

E-mail address#

To

.....

.....

Sub: Response to EOI No.[.....]dated.....for Selection of RE Power Developers for Supply of 90 MU of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects, complemented with firm power from Any other source in India under Tariff-based Competitive Bidding.

Dear Sir/ Madam,

We certify that the prospective partner / Member in the Consortium , with the support of its Affiliates ( strike out if not applicable) has **Profit Before Depreciation Interest and Taxes (PBDIT)** of .....(in words) as on the end of Financial Year 2022-23 or as on the day at least 7 days prior to the EOI submission deadline. (Strike out if not applicable)

Exhibit (i): Applicable in case of prospective partner

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

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

Company 1			
Total			

\*The column for “Relationship with prospective partner” 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 Consortium

(To be filled by each Member in a 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 PDBIT by Member in 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 prospective partner * (If Any)	PDBIT (in Rs. Crore)	Equity Commitment (in %age) in Consortium	Proportionate PBDIT (in Rs. Crore)
Company 1					
.....					
.....					
Total					

\* The column for “Relationship with prospective partner” 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) Membership No.

Regn. No. of the CA's Firm:

Date:

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 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 prospective partner choosing to meet the Liquidity criteria through an In-principle sanction letter, such document shall be separately submitted by the prospective partner as part of the prospective partner's Response to EOI..

## TECHNICAL PARAMETER OF PV MODULE AND VARIOUS OTHER COMPONENTS FOR USE IN GRID CONNECTED SOLAR POWER PLANTS

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

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

1.2 In addition, SPV modules must qualify to IEC 61730 for safety qualification testing at 1000 V DC or higher. The modules to be used in a highly corrosive atmosphere throughout their lifetime must qualify to IEC 61701.

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
Electrical Safety	IEC 62103/ 62109-1&2
Anti-Islanding Protection	IEEE1547/IEC 62116/ UL1741 or equivalent BIS Standards

### 3. Other Sub-systems/Components

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS EN 50618:2014/2pfg 1169/08.2007 for service life expectancy of 25 years.

### 4. Authorized Test Centers

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

### 5. Warranty

- PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- The Inverters/ PCUs installed in the solar power plant must have a warranty for 5 years.

### 6. Identification and Traceability

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions):

- I. Name of the manufacturer of PV Module
- II. Name of the Manufacturer of Solar cells
- III. Month and year of the manufacture (separately for solar cells and module)
- IV. Country of origin (separately for solar cells and module)
- V. I-V curve for the module at Standard Test Condition (1000 W/m<sup>2</sup>, AM 1.5, 25°C)
- VI. Wattage, Im, Vm and FF for the module
- VII. Unique Serial No. and Model No. of the module
- VIII. Date and year of obtaining IEC PV module qualification certificate
- IX. Name of the test lab issuing IEC certificate

X. Other relevant information on traceability of solar cells and module as per ISO 9000.

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

#### 7. Performance Monitoring

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant.

They will be required to submit this data to Procurer and MNRE or any other designated agency on line and/or through a report on regular basis every month for the entire duration of agreement. In this regard they shall mandatorily also grant access to Procurer and MNRE or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis.

#### 8. Safe Disposal of Solar PV Modules and unit Batteries from the ESS

The developers will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable ,They will also ensure that all Solar PV modules and ESS components, if any, from their plant after their 'end of life' (when they become defective/ non-operational/ non- repairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

#### 9. Capacity Of Solar PV Projects

- i. The rated capacity to be installed shall be considered as minimum DC Arrays Capacity and maximum AC Capacity at the delivery point as described below:

Sr. No.	Solar Project Capacity	PV Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity	Maximum AC Capacity Limit at Delivery point
1				

Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 4.4 "Right to Contracted Capacity & Energy" is allowed.

- ii. Provisions of clause 12 shall apply for the capacity not commissioned by the scheduled commissioning date. If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered.

## **Annexure E**

### **DECLARATION BY THE PROSPECTIVE PARTNER FOR THE PROPOSED TECHNOLOGY TIE-UP**

(To be Submitted on letterhead)

1	Name of prospective partner / Lead Member of Consortium		
2	Project Location of RTC components		
3	Contracted Capacity Proposed	..... MU	
4	Number of Projects		
5	Technology Proposed to be adopted for the Project		
6	Estimated Annual Generation of Electrical Energy		kWh
7	Brief about the Proposed Technology and Project component breakup		
	i) RE Project (including ESS, if any)		
	ii) Annual Generation to be supplied from RE component MILLION UNITS(KWh)		
8.	Technical parameters of solar PV cells/modules.  No. of arrays and cells. Details of make/model and suppliers.  No. and Rating of wind turbines . Details of Make/model and suppliers.		
8	Details to be Non RE capacity if Tied up		
	i) Proof of the tie-up		
	ii) Proof of availability of spare capacity in the non RE project	Annexure to this Format.	

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023  
Thanking you,

Yours faithfully,

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

Encl: 15 MINUTE generation profile for a representative day for a single year, indicating  
tentative energy (MWh) and power (MW) to be supplied as required under Cl. 5.3

## **Annexure F**

### **FORMAT FOR FINANCIAL CLOSURE OF PROJECT**

(This should be submitted on the Letter Head of the prospective partner / Lead Member of Consortium)

Ref.No.:.....

Date: \_.....

From:\_(Insert name and address of prospective partner / Lead Member of Consortium)

.....

.....

Tel. #:

Fax #:

E-mail address#

Sub: Response to EOI No.....dated.....for Selection of RE Power Developers for Supply of 90 MU of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects, complemented with firm power from any other source in India under Tariff-based Competitive Bidding

Dear Sir,

We hereby undertake to certify in line with Clause No. 09 under the title "**FINANCIAL CLOSURE OF PROJECT FINANCING ARRANGEMENTS AND LAND ARRANGEMENTS**" that the following details shall be furnished within \_\_\_\_\_ months from Effective Date of the agreement.

- 1.0 Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.
- 2.0 DPR of the Project, detailing out project configuration and proposed commissioning schedule of the Project.
- 3.0 The prospective partner shall submit documents/Lease Agreement to establish possession/right to use 100% (hundred per cent) of the required land in the name of the prospective partner for a period not less than the complete term of the agreement, on or before the Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or Procurer, in case of default of the prospective partner. Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for actions as per the provisions of the EOI.

Dated the.....day of \_\_\_\_\_, 20....

Thanking you,

Yours faithfully,

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

## **Annexure G**

### **DECLARATION FOR CLEARANCES REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES**

(This should be submitted on the Letter Head of the prospective partner  
/ Lead Member of Consortium)

Ref.No. : .....

Date: .....

(Insert name and address of prospective partner / Lead Member of Consortium)

.....

.....

Tel.#:

Fax#:

E-mail address#

Sub: Response to EOI No.....dated.....for Selection of RE  
Power Developers for Supply of 90 MU of Round-the-Clock (RTC) Power from Grid-  
Connected Renewable Energy (RE) Power Projects, complemented with firm power  
from any other source in India under Tariff-based Competitive Bidding

Dear Sir,

We hereby undertake to certify in line with Clause No. 10 under the title "**CLEARANCES  
REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES**" that all  
clearances, including but not limited to the following shall be furnished prior to  
commissioning.

1. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
2. Forest Clearance (if applicable) for the land for the Project.
3. Approval for Water from the concerned authority (if applicable) required for the Project.
4. In case of Projects being set up in the States of Gujarat & Rajasthan, the prospective partner shall abide by 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.
5. Any other clearances as may be legally required, in order to establish and operate the Project.
6. No objection certificate (NOC) from Ministry of Defence (if applicable).

Thanking you,

Dated the.....day of ....., 20....

Yours faithfully,

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

## **Annexure H**

### **FORMAT FOR SCHEDULED DATE FOR COMMISSIONING**

(This should be submitted on the Letter Head of the  
prospective partner / Lead Member of Consortium)

Ref.No. : .....

Date: .....

(Insert name and address of prospective partner / Lead Member of Consortium)

.....

.....

Tel. #:

Fax #:

E-mail address#

Sub: Response to EOI No.....dated.....for Selection of RE  
Power Developers for Supply of 90 MU of Round-the-Clock (RTC) Power from Grid-  
Connected Renewable Energy (RE) Power Projects, complemented with firm power  
from any other source in India under Tariff-based Competitive Bidding

Dear Sir,

We hereby undertake to certify in line with Clause No. 11 under the title "**COMMISSIONING OF PROJECT**" that the scheduled date for commissioning of the project shall be within \_\_\_\_\_ months from Effective Date of the agreement. Procedure for commissioning will be submitted for approval.

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for actions as per the provisions of the EOI.

Dated the.....day of ....., 20....

Thanking you,

Yours faithfully,

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

## **Annexure J**

### **FORMAT FOR EQUITY AND COST/UNIT OF RTC POWER- UNITWISE**

Period	15 years or more
Duration	0000–2400 Hrs
Source of Supply	
Contracted Capacity(MW)	
Renewable(Solar / Wind / RE Combination)	
TransmissionRoute	
Delivery Point	BHEL,HARIDWAR ex-bus
Equity Investment (Rs Cr / MW)	
RTC Tariff (Rs./ kWh)	
Time Duration for availability of power to BHEL Haridwar from the date of LOI.	

S.No.	Breakup of RTC Tarrif (Unitwise)	BHEL HARIDWAR UNIT
1	Contracted Capacity	
2	Expected CUF	
3	Expected energy generation/annum	
4	<b>Tariff at Injection point</b>	
5	ISTS transmission charge	
6	ISTS transmission loss (3.9%)	
7	STU Transmission charges	
8	STU Transmission loss	
9	Wheeling Charge (Rs./kWh)	
10	Wheeling Loss	
11	Cross subsidy surcharge	
12	Additional surcharge	
13	Miscellaneous (application, scheduling, etc)- approx.	
14	<b>Landed Variable Tariff (excluding taxes and duties)</b>	
15	Electricity Duty on Captive (Rs./kWh)	
16	<b>Landed Cost Including Duty (Rs./kWh)</b>	

Note: - Rates at delivery point includes trader margin and Open access charges up to BHEL, Haridwar Ex- bus Periphery. Prospective partner to bear all charges upto delivery point.

Signature of the Authorized Representative

Name: .....

Designation:.....

## **Annexure K**

### **FORMAT FOR EQUITY AND COST/UNIT OF RTC POWER- UNITWISE**

Period	15 years or more
Duration	0000–2400 Hrs
Source of Supply	
Contracted Capacity(MW)	
Renewable(Solar / Wind / RE Combination)	
TransmissionRoute	
Delivery Point	BHEL,BHOPAL ex-bus
Equity Investment (Rs Cr / MW)	
RTC Tariff (Rs./ kWh)	
Time Duration for availability of power to BHEL Bhopal from the date of LOI.	

<b>S.No.</b>	<b>Breakup of RTC Tarrif (Unitwise)</b>	<b>BHEL BHOPAL UNIT</b>
1	Contracted Capacity	
2	Expected CUF	
3	Expected energy generation/annum	
4	<b>Tariff at Injection point</b>	
5	ISTS transmission charge	
6	ISTS transmission loss (3.9%)	
7	STU Transmission charges	
8	STU Transmission loss	
9	Wheeling Charge (Rs./kWh)	
10	Wheeling Loss	
11	Cross subsidy surcharge	
12	Additional surcharge	
13	Miscellaneous (application, scheduling, etc)- approx.	
14	<b>Landed Variable Tariff (excluding taxes and duties)</b>	
15	Electricity Duty on Captive (Rs./kWh)	
16	<b>Landed Cost Including Duty (Rs./kWh)</b>	

Note: - Rates at delivery point includes trader margin and Open access charges up to BHEL, Bhopal Ex- bus Periphery. Prospective partner to bear all charges upto delivery point.

Signature of the Authorized Representative

Name: .....

Designation:.....

## **Annexure L**

### **FORMAT FOR EQUITY AND COST/UNIT OF RTC POWER- UNITWISE**

Period	15 years or more
Duration	0000–2400 Hrs
Source of Supply	
Contracted Capacity(MW)	
Renewable(Solar / Wind / RE Combination)	
TransmissionRoute	
Delivery Point	BHEL,TRICHY ex-bus
Equity Investment (Rs Cr / MW)	
RTC Tariff (Rs./ kWh)	
Time Duration for availability of power to BHEL Trichy from the date of LOI.	

S.No.	Breakup of RTC Tarrif (Unitwise)	BHEL TRICHY UNIT
1	Contracted Capacity	
2	Expected CUF	
3	Expected energy generation/annum	
4	<b>Tariff at Injection point</b>	
5	ISTS transmission charge	
6	ISTS transmission loss (3.9%)	
7	STU Transmission charges	
8	STU Transmission loss	
9	Wheeling Charge (Rs./kWh)	
10	Wheeling Loss	
11	Cross subsidy surcharge	
12	Additional surcharge	
13	Miscellaneous (application, scheduling, etc)- approx.	
14	<b>Landed Variable Tariff (excluding taxes and duties)</b>	
15	Electricity Duty on Captive (Rs./kWh)	
16	<b>Landed Cost Including Duty (Rs./kWh)</b>	

Note: - Rates at delivery point includes trader margin and Open access charges up to BHEL, Trichy Ex- bus Periphery. Prospective partner to bear all charges upto delivery point.

Signature of the Authorized Representative

Name: .....

Designation:.....

## **Annexure M**

### **FORMAT FOR EQUITY AND COST/UNIT OF RTC POWER- UNITWISE**

Period	15 years or more
Duration	0000–2400 Hrs
Source of Supply	
Contracted Capacity(MW)	
Renewable(Solar / Wind / RE Combination)	
TransmissionRoute	
Delivery Point	BHEL,HYDERABAD ex-bus
Equity Investment (Rs Cr / MW)	
RTC Tariff (Rs./ kWh)	
Time Duration for availability of power to BHEL Hyderabad from the date of LOI.	

S.No.	Breakup of RTC Tarrif (Unitwise)	BHEL HYDERABAD UNIT
1	Contracted Capacity	
2	Expected CUF	
3	Expected energy generation/annum	
4	<b>Tariff at Injection point</b>	
5	ISTS transmission charge	
6	ISTS transmission loss (3.9%)	
7	STU Transmission charges	
8	STU Transmission loss	
9	Wheeling Charge (Rs./kWh)	
10	Wheeling Loss	
11	Cross subsidy surcharge	
12	Additional surcharge	
13	Miscellaneous (application, scheduling, etc)- approx.	
14	<b>Landed Variable Tariff (excluding taxes and duties)</b>	
15	Electricity Duty on Captive (Rs./kWh)	
16	<b>Landed Cost Including Duty (Rs./kWh)</b>	

Note: - Rates at delivery point includes trader margin and Open acces charges up to BHEL, HYDERABAD Ex- bus Periphery. Prospective partner to bear all charges upto delivery point.

Signature of the Authorized Representative

Name: .....

Designation:.....

**Annexure N**

**SCHEDULE OF DEVIATIONS**

(To be filled by prospective partner)

Sl. No.	Clause No.	Deviations

We hereby certify that the above mentioned are the only deviations from the General terms and Conditions of **BHEL/RTC/EOI/23-24/0001 dated /06/2023**, all other terms and provisions are hereby accepted.

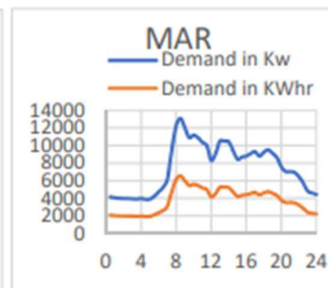
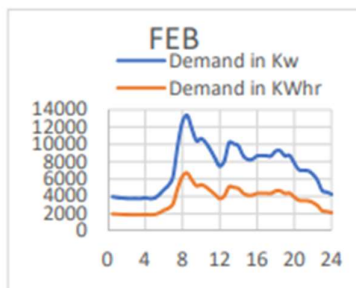
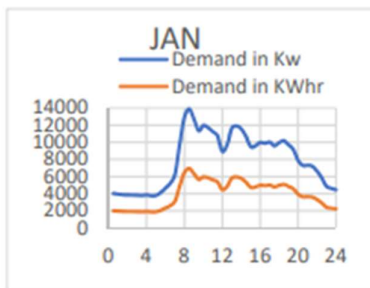
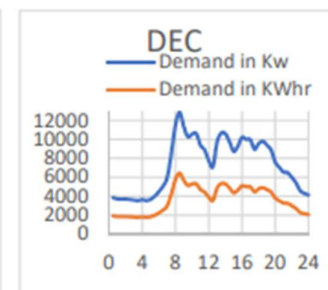
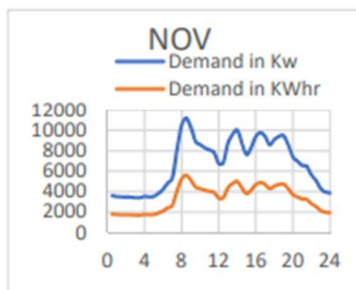
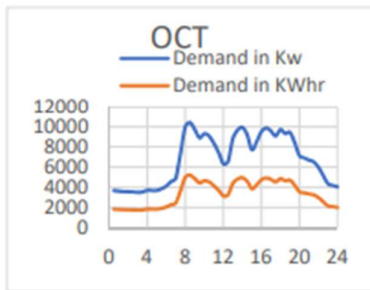
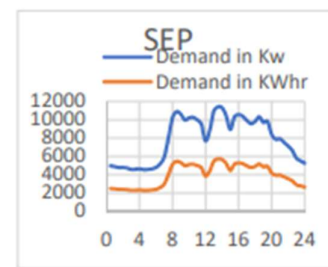
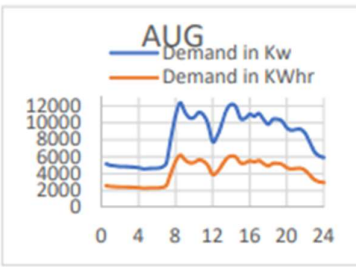
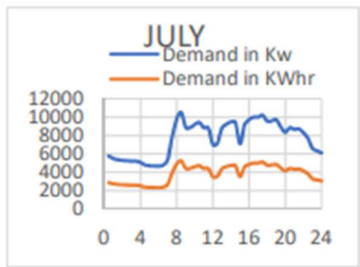
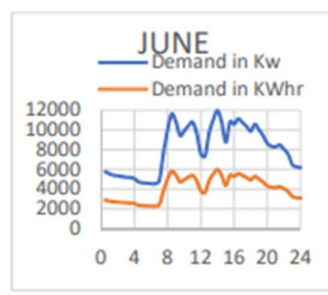
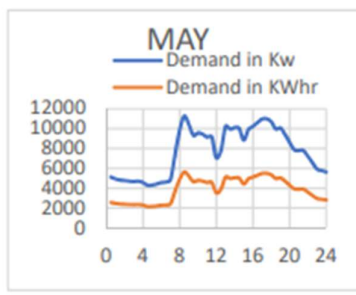
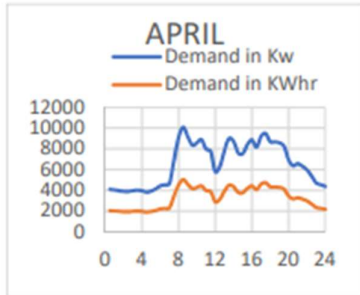
Signature of the Authorized Representative

Name: .....

Designation:.....

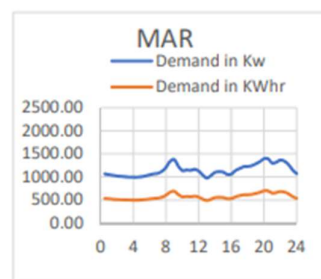
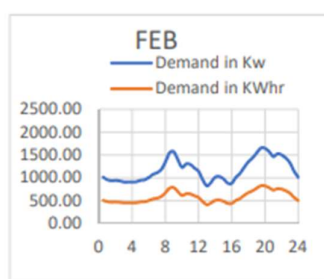
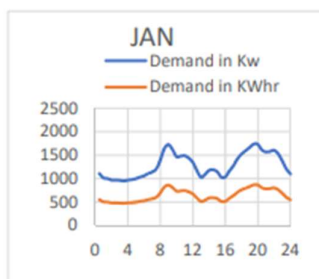
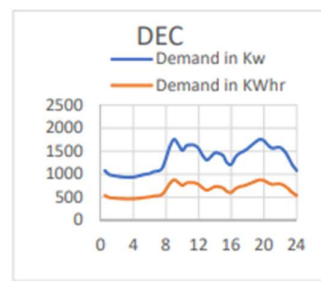
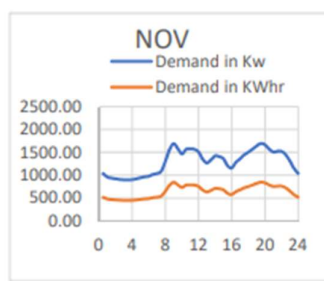
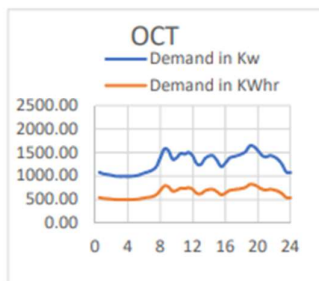
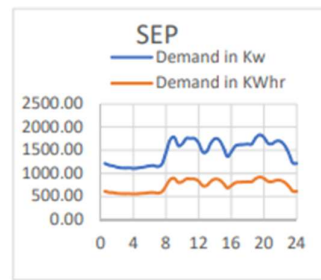
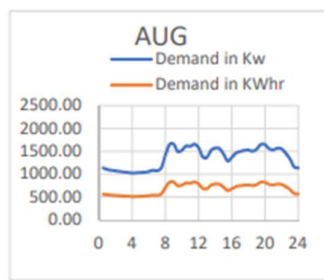
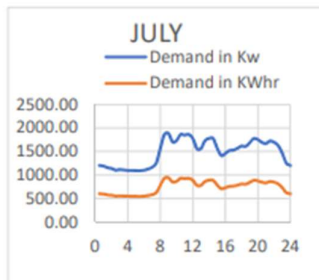
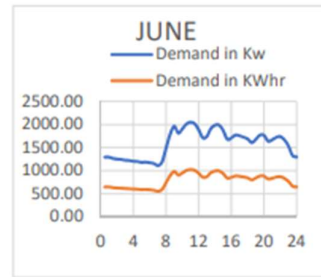
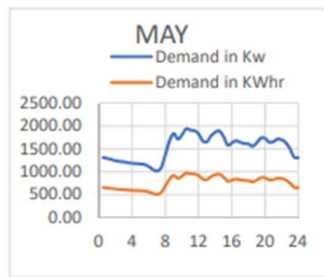
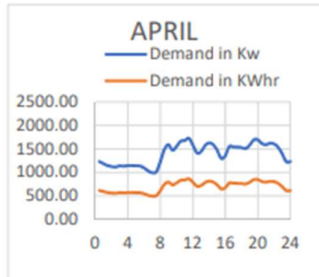
AVERAGE DAILY DEMAND PROFILE FOR HARIDWAR  
(AVERAGED MONTHLY)

Annexure O



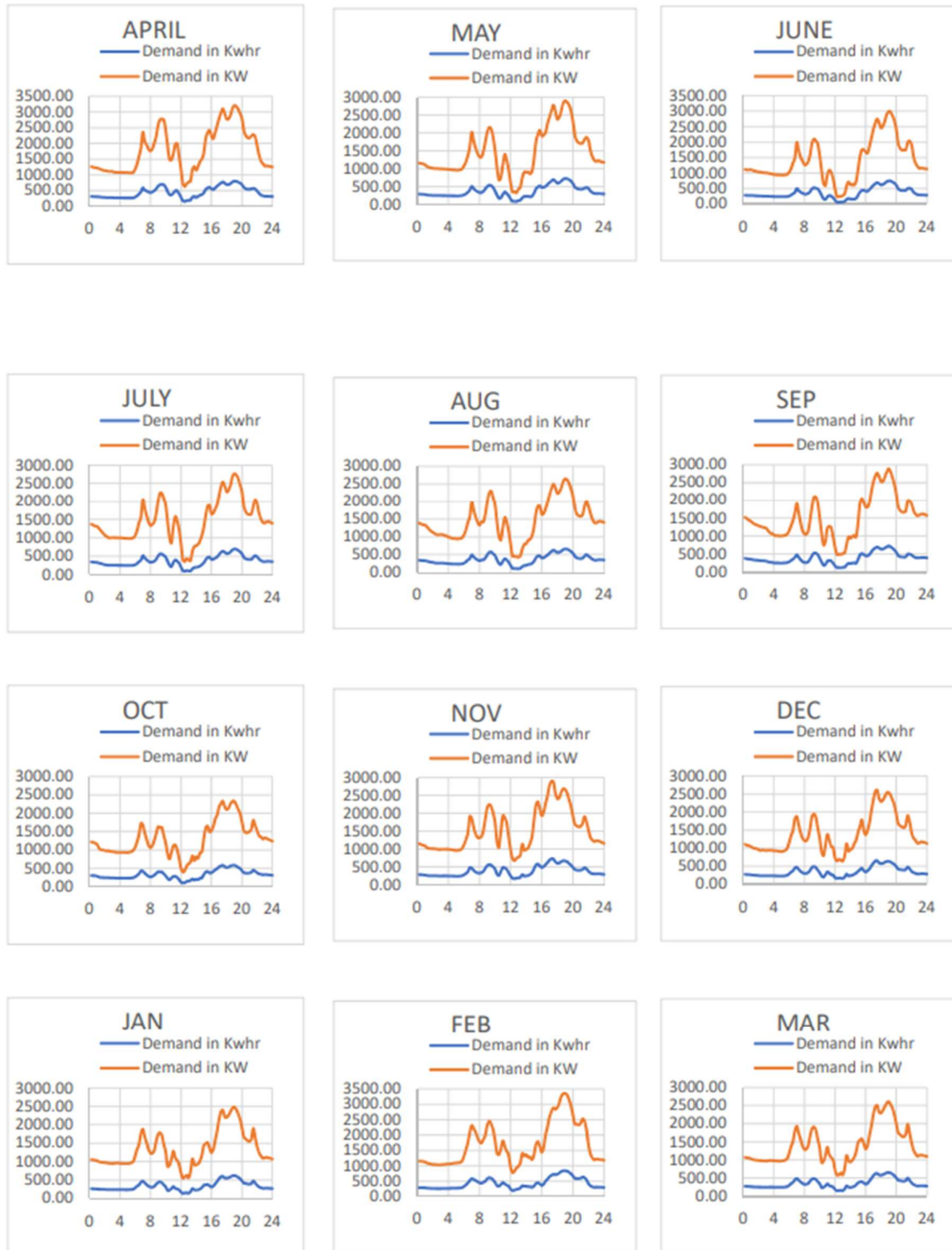
AVERAGE DAILY DEMAND PROFILE FOR BHOPAL  
(AVERAGED MONTHLY)

Annexure P



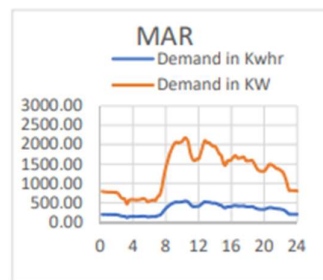
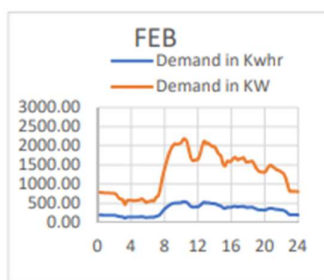
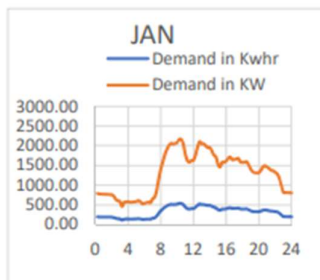
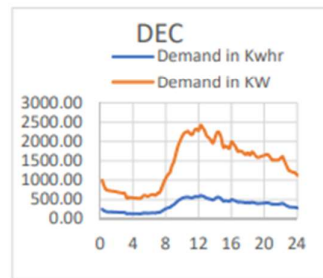
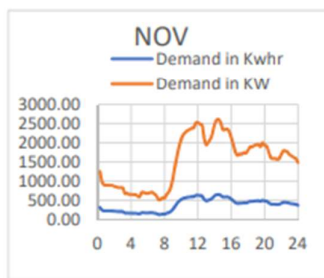
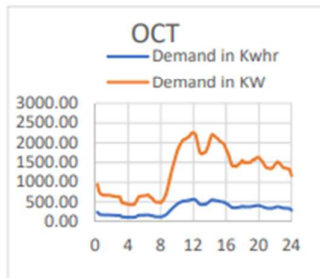
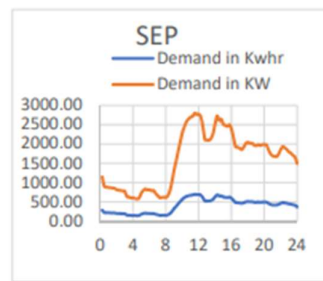
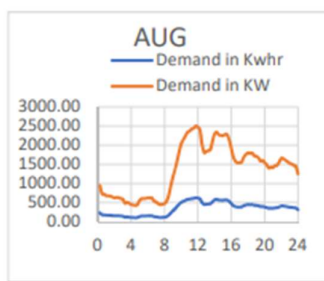
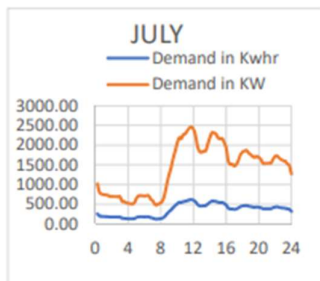
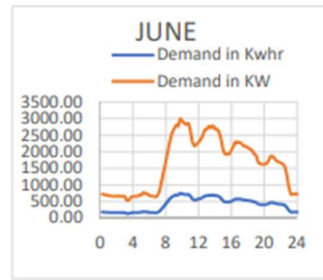
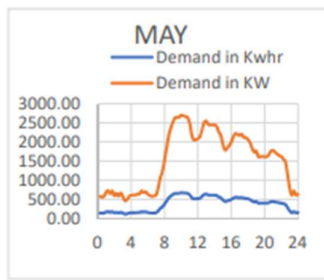
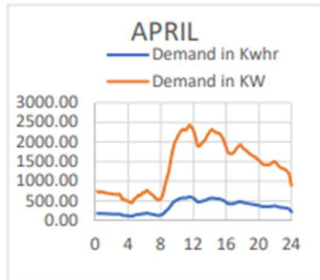
## Annexure Q

### AVERAGE DAILY DEMAND PROFILE FOR TRICHY (AVERAGED MONTHLY)



## Annexure R

### AVERAGE DAILY DEMAND PROFILE FOR HYDERABAD (AVERAGED MONTHLY)



## **Annexure S**

### **FORMAT FOR POWER OF ATTORNEY**

(Applicable Only in case of Consortiums)

(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 Consortium named ..... (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s..... as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s..... a company incorporated under the laws of ..... and having its Registered/ Head Office at..... as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to EOI No..... We also authorize the said Lead Member to undertake the following acts:

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

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

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

## **Annexure T**

### **FORMAT FOR BOARD RESOLUTIONS**

The Board [insert as applicable], 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 EOI vide EOI No. ....for "Selection of RE Power Developers for Supply of 90 MU (KWhr) of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects, complemented with firm power from Any other source in India under Tariff-based Competitive Bidding", including signing and submission of all documents and providing information/ response to EOI to BHARAT Heavy Electricals Limited (BHEL), representing us in all matters before BHEL, and generally dealing with BHEL in all matters in connection with our EOI for the said Project. (To be provided by the prospective partner 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 prospective partner)

[Note: In the event the prospective partner is a 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 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 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 EOI. [To be passed by the Lead Member of the 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.

## **Annexure U**

### **FORMAT FOR CONSORTIUM AGREEMENT**

**(To be Submitted Separately for each Project)**

(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 Consortium should list the details of all the Consortium Members] for the  
purpose of submitting response to EOI and execution of Power Purchase Agreement (in  
case of award), against EOI No.....dated.....issued by Bharat Heavy  
Electrical Limited(BHEL) a Company incorporated under the Companies Act, 2013, and  
having its Registered Office at Siri Fort, New Delhi

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 BHEL desires to purchase Power under EOI for Selection of RE Power  
Developers for Supply of 90 MU of Round-the-Clock (RTC) Power from Grid-Connected  
Renewable Energy (RE) Power Projects, complemented with firm power from any other  
source in India under Tariff-based Competitive Bidding;

WHEREAS, BHEL had invited response to EOI vide its Request for Selection (EOI)  
Dated.....

WHEREAS the EOI stipulates that in case response to EOI is being submitted by a  
Consortium, the Members of the Consortium will have to submit a legally enforceable  
Consortium Agreement in a format specified by BHEL 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 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 EOI for self and agent for and on behalf of Member-2, Member-n and to submit the  
response to the EOI.

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 agreement, the combined shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of 02 (Two) Years after commencement of supply of power except with prior approval of BHEL.

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 in terms of the agreement.
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 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 for implementation, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of BHEL in terms of the agreement.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall remain valid until the expiration or early termination in terms thereof, unless expressly agreed to the contrary by BHEL.
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 EOI.
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 agreement except with prior written consent of BHEL.
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 BHEL.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the EOI

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

For M/s .....[Member 2]

2) Signature -----

Name: Address:

.....  
(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

## **Annexure V**

### **UNDERTAKING**

(To be submitted on the letterhead of the prospective partner)

We, hereby provide this undertaking to Bharat Heavy Electricals Limited, in respect to our response to EOI vide EOI No.....dated....., that M/s .....

.....(insert name of the prospective partner), or any of its Affiliates is not a willful defaulter to any lender, and that there is no major litigation pending or threatened against M/s .....(insert name of the prospective partner) or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the prospective partner to undertake the Project.

## **Annexure W**

### **FORMAT FOR DISCLOSURE**

(This should be submitted on the Letter Head of the prospective partner / Each Member of Consortium)

Ref.No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_ (Insert name and address of prospective partner / Lead Member of Consortium) .....

Tel. #:

Fax #:

E-mail address#

To

.....

.....

#### **Email:**

Sub: Response to EOI No.....for Selection of RE Power Developers for Supply of 90 MU of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects, complemented with firm power from Any other source in India under Tariff based Competitive Bidding

Dear Sir,

We hereby declare and confirm that only we are participating in the EOI Selection process for the EOI 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 EOI, M/s \_\_\_\_\_ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the prospective partner as per the Companies Act 2013. No other entity has a direct/indirect control in the prospective partner 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 EOI / including but not limited to cancellation of our response to this EOI as applicable, we i.e. M/s ..... (enter name of the prospective partner /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 BHEL for a period of 2 years from the date of default as notified by BHEL.

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 are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the tariff in EOI for.....

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above

Dated the\_\_\_\_\_day of\_\_\_\_\_, 2023

Thanking you,  
Yours faithfully,

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

## **Annexure X**

### **SWORN AFFIDAVIT**

Sworn Affidavit duly notarized to be submitted by the authorized signatory, confirming the following:

1. Tie-up with non RE or any other source power project(s) for a cumulative capacity of 90MU, as quoted in Format .
2. That, the tied-up capacity as indicated above, is spare capacity available in the non RE or any other source project for supply of balancing power to meet RTC supply requirement under this EOI identified by the prospective partner.
3. That, the respective non RE or any other source power generator has not tied-up with any other prospective partner under this EOI, for the same spare capacity.
4. That, irrespective of the contractual arrangement between the prospective partner and the non RE or any other source power generator which is supplying balancing power to meet RTC supply requirement under this EOI, all the prospective partner related liabilities under the Guidelines, EOI , shall be of the entity signing the EOI and recognized as the EOI prospective partner.

Signature of the Authorized Representative

Name: .....

Designation:.....

## **Annexure Y**

### **Running RTC supply contracts**

CUSTOMER	
PLANT RATING (IN MW)	
PLANT LOCATION	
TECHNICAL DETAILS OF PLANT SOLAR CAPACITY WIND CAPACITY STORAGE CAPACITY NON-RE SUPPLY COMPONENT	
COST OF INVESTMENT IN PLANT	
DETAILS OF EQUITY AND DEBT/FINANCING	
EQUITY PARTICIPATION BY CUSTOMER	
PART OF GROUP CAPTIVE/ INDIVIDUAL REQUIREMENT	
YEAR OF COMMISSIONING	
TRANSMISSION ROUTE	

RTC SUPPLY COST/UNIT WITH BREAKUP	
DISCOM SUPPLY COST/UNIT AT THE LOCATION	
SAVINGS PER UNIT/RTC SUPPLY WITH RESPECT TO DISCOM SUPPLY	
ACTUAL POWER SUPPLY (IN MILLION UNITS ) FOR LAST SIX MONTHS OR MORE..	
BILLING DETAILS FOR THE LAST SIX MONTHS OR MORE	
CUF COMMITTED ALONG WITH DAILY PROFILE FOR RTC SUPPLY	
CUF ACHIVED DURING LAST SIX MONTHS OR MORE	

Signature of the Authorized Representative

Name: .....

Designation:.....

Certified by the Customer.

Signature of the Authorized Representative

Name: .....

Designation:.....

## **Annexure Z**

### **DAILY CUF PROFILE ON 15 MINUTE BASIS**

**Details of metering , validation of energy supplied by concerned agencies and procedure of giving advantage of RTC unit cost in billing by concerned Discom.**