

# **FORMS & FORMATS**

**FORMAT 7.1**

**COVERING LETTER**

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

**Ref.No.....**

**Date:**

From..... *(Insert name and address of Bidding Company/ Lead Member of Consortium/ Joint Venture)*

.....  
.....

Tel. #:

Fax #:

E-mail #

To,

SJVN Limited

Shakti Sadan, Corporate Head Quarter, Shanan, Shimla, H.P (171006)

**Subject: Response to RfS No. .... dated..... for (Insert title of the RfS)**

Dear Sir/ Madam,

We, the undersigned... [Insert name of the 'Bidder'] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for the Term of the PPA to SJVN/client organisation, hereby submit our response to RfS.

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

We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have submit single response to RfS for cumulative capacity of ..... **kW (Quoted capacity by bidder) over the state of Arunachal Pradesh.** We are submitting application for the development of following Project(s): -

<b>Sr. No.</b>	<b>Site Name</b>	<b>District</b>	<b>Capacity (in kW)</b>	<b>District selection (Yes / No)</b>	<b>Proposed CUF</b>
1.	District Hospital, Changlang	Changlang	146		
2.	DC Office cum secretariat, Changlang				
3.	District Hospital, Seppa, East Kameng	East Kameng	150		
4.	Secretariat Building, Seppa, East Kameng				

5.	Bakin Pertin General Hospital, Pasighat, East Siang	East Siang	148		
6.	JNC College, Pasighat, East Siang				
7.	District Hospital Basar, Leparada	Leparada	50		
8.	Indira Gandhi Govt college, Tezu, Lohit	Lohit	120		
9.	Zonal General Hospital, Tezu, Lohit				
10.	Mini Secretariat, Ziro, Lower Subansiri	Lower Subansiri	260		
11.	Gyati Takka General Hospital, Ziro, Lower Subansiri				
12.	District Secretariat, Namsai	Namsai	460		
13.	DIGP Office Namsai				
14.	SP Office Namsai				
15.	Chief Engineer (PWD), Central Zone A office, Papum Pare	Papum Pare	1044		
16.	Seed & Soil Testing Lab, Dept Agriculture, Papum Pare				
17.	Mini Secretariat, Papum Pare				
18.	Accounts & Treasury Office, Papum Pare				
19.	DIPR GOAP, Papum Pare				
20.	Railway Station Borum Mini Office, Papum Pare				
21.	Guwahati District High Court, Yupia, Papum Pare				
22.	Principal Accountant General, Complex, Papum Pare				
23.	Administrative Training Institute(ATI), Papum Pare				
24.	Block2, Pharmacy Block, Anatomy Block, Director Block, New Block, Papum Pare				
25.	PHED Department, PHED office Itanagar, Papum Pare				
		Total Quoted Capacity by Bidder		.....kW	

**Note:** The complete details of sites are given in Annexure – D of this RfS document.

1. We give our unconditional acceptance to the RfS, dated *[Insert date in dd/mm/yyyy]*, and standard PPA, issued by SJVN. In token of our acceptance to the RfS, PPA documents along

with the amendments and clarifications issued by SJVN, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per Clause 6.7 of the RfS.

**2. Single Earnest Money Deposit (EMD):- (Please read Clause 3.10 carefully before filling)**

We have enclosed EMD of INR \_\_\_\_\_/- (Rs. 1100 per kW of quoted capacity) in the form of Bank Guarantee/DD/POI/NEFT/RTGS/ISB..... [Insert bank guarantee/Bank name/UTR] dated.....Insert date of bank guarantee/ Bank name/UTR] as per Format 7.3A/7.3B/7.3 C from. [Insert name of bank providing bank guarantee issuing agency] and valid up to..... in terms of Clause No. 3.10 of this RfS. The total quoted Project capacity offered by us is ..... kW [Insert quoted capacity proposed]. (Strike off whichever is not applicable).

3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, Services charge for the selected Projects, within due time as mentioned in Clause Nos. 6.10 & 6.11 of this RfS on issue of LoA by SJVN for the selected Projects and/ or we are not able to sign PPA with client organisation within the timeline as stipulated in the RfS for the selected Projects, SJVN shall have the right to encash the EMD submitted by us and return the balance amount(if any) for the value of EMD pertaining to unsuccessful capacity.
4. We have submitted our response to RfS strictly as per Section VII (Forms and Formats for bid submission) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. **Acceptance:** - We hereby unconditionally and irrevocably agree and accept that the decision made by SJVN in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations from the provisions of the RfS and all claims in respect of this process.

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

6. **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 RfS and execute the PPA, in the event of our selection as Successful Bidder.  
In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with SJVN/client organisation, committing total equity infusion in the SPV as per the provisions of RfS.
7. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
8. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from SJVN.
9. We undertake that the onus of locating the buildings/ rooftops and completing the other documentation like finalizing the Project report and entering into agreements with the

buildings/ rooftops owners lies with us and that SJVN does not bear any responsibility in this regard.

**10.** The information submitted in our response to the RfS 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 RfS.

**11.** We confirm that all the terms and conditions of our Bid are valid up to.....(Insert date in dd/mm/yyyy) for acceptance [i.e. a period of 12 months from the last date of submission of response to RfS].

**12.** Contact Person:

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

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

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

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

Thanking you,  
We remain,  
Yours faithfully,

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

**FORMAT 7.2**

**FORMAT FOR POWER OF ATTORNEY**

***(Applicable Only in case of Consortium/ Joint Ventures)***

*(To be provided by each of the other members of the Consortium/ Joint Venture in favour 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/ Joint Venture) the Members of Consortium/ Joint Venture have formed a Bidding Consortium/ Joint Venture named .....(insert name of the Consortium/ Joint Venture, if finalized) (hereinafter called the ‘Consortium/ Joint Venture’) vide Consortium/ Joint Venture Agreement dated..... and having agreed to appoint M/s..... as the Lead Member of the said Consortium/ Joint Venture 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/ Joint Venture in regard to submission of the response to RfS No.....

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

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

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

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

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

For and on behalf of Consortium/ Joint Venture

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/ Joint Venture shall have the controlling shareholding in the Company as defined in Section-II, Definition of Terms of the RfS.

**FORMAT 7.3A**

**FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT(EMD)**

**(TO BE SUBMITTED SINGLE EMD FOR CUMMULATIVE QUOTED BID CAPACITY)**

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

Reference: .....

Bank Guarantee No.: .....

Date: . .....

In consideration of the ..... [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for **“RfS for Selection of Solar Rooftop Power Developers for Setting up of cumulative capacity of 2378 kW Grid connected Rooftop Solar Power Projects (Without battery storage) spread over the state of Arunachal Pradesh under RESCO/PPA mode through Tariff-Based Competitive Bidding under PM Surya Ghar: Muft Bijli Yojana.”** for supply of power there from on long term basis, in response to the RfS No.....dated..... issued by SJVN Limited (hereinafter referred to as SJVN) and SJVN considering such response to the RfS of.....[Insert the name of the Bidder] as per the terms of the RfS, the ..... [Insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SJVN at [Insert Name of the Place from the address of SJVN] forthwith without demur on demand in writing from SJVN or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees \_\_\_\_\_/- [Insert amount not less than that derived on the basis of Rs. 1100 per kW of quoted Bid capacity], on behalf of M/s ..... [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including ..... [insert date of validity in accordance with Clause No. 3.10 of this RfS] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR\_\_\_\_\_ (1100 per kW of quoted capacity) (Indian Rupees \_\_\_\_\_). Our Guarantee shall remain in force until [insert date of validity in accordance with Clause No. 3.10 of this RfS]. SJVN shall be entitled to invoke this Guarantee till.....[insert date of validity in accordance with Clause No. 3.10 of this RfS].

The Guarantor Bank hereby agrees and acknowledges that the SJVN shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SJVN, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to SJVN.

The Guarantor Bank shall make payment here under on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the Bidder] and/ or any other person. The

Guarantor Bank shall not require SJVN to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SJVN in respect of any payment made hereunder.

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

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

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

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

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to State Bank of India, CAG Branch, 5th Floor, Parswanath Capital Tower, Bhai Veer Singh Marg, Gol Market, New Delhi-110001 IFSC code: SBIN0017313, Client Name: SJVN Ltd.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR ..... (Indian Rupees ..... Only) and it shall remain in force until .....[Date to be inserted on the basis of Clause No. 3.10 of this RfS].

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

Signature: .....  
Name: .....  
Power of Attorney No.:.....

For  
.....[Insert Name and Address of the Bank]

Contact Details of the Bank:  
E-mail ID of the Bank:  
Banker's Stamp and Full Address.

Dated this ..... day of ....., 20 .....

**FORMAT 7.3 B**

**FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY**  
**IREDA/REC/PFC**

No. ....

Date: .....  
Registered

To,  
SJVN Limited  
Shakti Sadan, Corporate Head Quarter,  
Shanan, Shimla, H.P (171006)

**Reg: M/s ..... (*insert name of the Bidder*) – Issuance of Payment on Order Instrument for an amount of Rs. ....**

Dear Sir,

- 1) It is to be noted that M/s ..... (*insert name of the POI issuing Agency*) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs..... (Rupees ..... only) to M/s ..... under the Loan Agreement executed on ..... to execute Renewable Energy Projects.
- 2) At the request of M/s....., on behalf of..... (*insert name of the Bidder*), this Payment on Order Instrument (POI) is issued for an amount of Rs. .... (Rupees ..... (in words)). This Payment on Order Instrument comes into force immediately.
- 3) In consideration of the..... [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for “**RfS for Selection of Solar Rooftop Power Developers for Setting up of cumulative capacity of 2378 kW Grid connected Rooftop Solar Power Projects (Without battery storage) spread over the state of Arunachal Pradesh under RESCO/PPA mode through Tariff-Based Competitive Bidding under PM Surya Ghar: Muft Bijli Yojana.**” of the cumulative capacity of \_\_\_\_\_ kW (quoted capacity) for supply of power there from on long term basis, in response to the RfS No. dated..... issued by SJVN Limited (hereinafter referred to as SJVN) and SJVN considering such response to the RfS of ..... [*insert the name of the Bidder*] as per the terms of the RfS, the [*insert name & address of IREDA/PFC/REC*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SJVN at [*Insert Name of the Place from the address of SJVN*] forthwith without demur on demand in writing from SJVN or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees \_\_\_\_\_, [*Insert amount not less than that derived on the basis of Rs.1100 per kW of quoted Bid capacity on behalf of M/s [*Insert name of the Bidder*]*].
- 4) In consideration of the above facts, IREDA/REC/PFC, having its registered office at ....., agrees to make payment for the sum of INR \_\_\_\_\_ (**1100 per kW of quoted capacity**) (in words Indian Rupees \_\_\_\_\_) to SJVN on the following conditions:
  - (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of ..... days of receipt of request from SJVN within the validity period of this letter as specified herein;
  - (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any

agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SJVN;

- (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
  - (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SJVN and Bidding Party), subject to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;
  - (e) This Payment on Order Instrument can be invoked either partially or fully, till the date of validity;
  - (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SJVN made in any format within the validity period. IREDA/REC/PFC shall not require SJVN to justify the invocation of the POI against the SPV/SPD, to make any claim against or any demand against the SPV/SPD or to give any notice to the SPV/SPD;
  - (g) The POI shall be the primary obligation of IREDA/REC/PFC and SJVN shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/SPD;
  - (h) Neither SJVN is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against SJVN in respect of the payment made under letter of undertaking.
- 5) Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to.....and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs ..... and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

Thanking you

Yours faithfully For and on behalf of

**M/s** .....

**(name of the POI issuing Agency)**

Copy to:-

M/s.....

.....As per their request

**FORMAT 7.3 C**

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

*(To be stamped in accordance with stamp act of India)*

Insurance Surety Bond No.:

Date:

To,  
SJVN Limited  
Shakti Sadan, Corporate Head Quarter,  
Shanan, Shimla, H.P. (171006)

Dear Sir,

In accordance with your RfS No. ....dated ....., M/s  
.....[*Insert name of the Bidder*] having its Registered/Head Office at...  
.....[*Insert address of the bidder*] (hereinafter referred to as 'bidder')  
wish to participate in the said bid for .....[*Insert name of the RfS*].

As an irrevocable Insurance Surety Bond against Bid Security for an amount of  
..... [Insert amount not less than that derived on the basis of Rs.  
**1100 per kW of quoted Bid capacity**] valid for .....[insert date of validity  
in accordance with Clause No. 3.10 of this RfS] required to be submitted by the bidder as a condition  
precedent for participation in the said bid which amount is liable to be forfeited on the happening of any  
contingencies as mentioned under the RfS Documents.

We, the..... [Insert name of the "Insurer"] having our Head Office at  
.....[Insert address of the Insurer] guarantee and undertake to pay immediately  
on demand by SJVN Limited (hereinafter referred to as 'SJVN') the amount of.....  
..... [Insert amount not less than that derived on the basis of Rs. **1100**  
**per kW of quoted Bid capacity**] without any condition, demur, reservation, contest, recourse or protest  
and/or without any reference to the Bidder. Any such demand made by SJVN shall be conclusive and  
binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy  
available to the Bidder in terms thereof.

This Insurance Surety Bond shall be unequivocal, unconditional as well as irrevocable and shall remain  
valid up to..... [insert date of validity in accordance with Clause  
3.10 of this RfS]. If any further extension of this Insurance Surety Bond is required, the same shall be  
..... extended to such required period  
..... on receiving instructions from M/s  
..... [Insert name of the Bidder] on whose behalf this Insurance Surety Bond  
is issued.

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

The Insurer hereby expressly agrees that it shall not require any proof in addition to the written demand by

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

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by \_\_\_\_\_ *[Insert name of the Bidder]* and/ or any other person. The Insurer shall not require SJVN to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SJVN in respect of any payment made hereunder.

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

This Insurance Surety Bond shall be a primary obligation of the Insurer and accordingly SJVN shall not be obliged before enforcing this Insurance Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SJVN or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this ..... day of ..... 20..... at .....

.....  
(Signature)

.....  
(Name)

.....  
(Designation with Insurer Stamp) Power of Attorney No. .... Date.....

***Email id of the Branch for confirmation of this Bond: .....***

**NOTE:**

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
2. SJVN shall be the Creditor, the bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of bidder/Insurer issuing the Insurance Surety Bond.

**FORMAT 7.3 D**

**FORMAT FOR PERFORMANCE GUARANTEE (PG)**

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

Reference: .....

Bank Guarantee No.: .....

Date: .....

In consideration of the .....[Insert name of the Bidder] (hereinafter referred to as 'selected Solar Power Developer' or 'SPD') submitting the response to RfS inter alia for ..... [Insert title of the RfS] of the capacity of ..... kW (quoted capacity), at ..... [Insert name of the place], for supply of power there from on long term basis, in response to the RfS dated issued by SJVN Limited (hereinafter referred to as SJVN) and SJVN considering such response to the RfS of.....[Insert name of the Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the SOLAR Power Developer and issuing Letter of Award No.....dated .....to... .....(Insert Name of selected SOLAR Power Developer) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected SOLAR Power Developer or a Project Company, M/s.....{a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, the..... [Insert name & address of Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to Client organization/SJVN at [Insert Name of the Place from the address of the Client organization/SJVN] without demure forthwith on demand in writing from Client organization/SJVN or any Officer authorized by it in this behalf, any amount up to and not exceeding Indian Rupees.....[Total Value] only, on behalf of M/s ..... [Insert name of the selected Solar Power Developer/Project Company]

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

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

Our Guarantee shall remain in force until ..... Client organization/SJVN shall be entitled to invoke this Guarantee till .....

The Guarantor Bank hereby agrees and acknowledges that Client organization/SJVN shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by Client organization/SJVN, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to Client organization/SJVN.

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

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

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

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

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

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to State Bank of India, CAG Branch, 5th Floor, Parswanath Capital Tower, Bhai Veer Singh Marg, Gol Market, New Delhi-110001 IFSC code: SBIN0017313, Client Name: SJVN Ltd.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR ..... (Indian Rupees ..... Only) and it shall remain in force until ..... (Provide for two additional months after the period of Guarantee for invoking the process of encashment). We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Client organization/SJVN serves upon us a written claim or demand.

Signature: .....

Name: .....

Power of Attorney No.: .....

For

.....[Insert Name and Address of the Bank]

Contact Details of the Bank

E-mail ID of the Bank:

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

Witness:

1.

.....Signature

Name and Address

2.....Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee.

**FORMAT 7.3 E**

**FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY  
IREDA/REC/PFC TOWARDS PERFORMANCE GUARANTEE**

No. ....

Date: .....

Registered

To,

SJVN Limited

Shakti Sadan, Corporate Head Quarter,

Shanan, Shimla, H.P (171006)

***Reg: M/s..... (insert name of the PPA signing entity) (Project No..... (insert project ID issued by SJVN) – Issuance of Payment on Order Instrument for an amount of Rs.....***

Dear Sir,

1. It is to be noted that M/s .....(insert name of the POI issuing Agency) (**‘IREDA/REC /PFC’**) has sanctioned a non-fund-based limit loan of Rs..... (Rupees ..... only) to M/s.....under the Loan Agreement executed on to execute Solar Energy Projects.
2. At the request of M/s ....., on behalf of ..... (insert name of the SPV), this Payment on Order Instrument (POI) for an amount of Rs..... (Rupees.....(in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the \_\_\_[Insert name of the Bidder] (hereinafter referred to as selected Solar Power Developer') submitting the response to RfS inter alia for selection of Contracted Capacity of ... kW, at.....[Insert name of the place] under RfS for .....(insert name of the RfS), for supply of power there from on long term basis, in response to the RfS dated..... issued by SJVN Ltd (hereinafter referred to as SJVN) and SJVN considering such response to the RfS of..... [insert the name of the selected Solar Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer (SPD) and issuing Letter of Award No ..... to (Insert Name of selected RE Power Developer) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s..... {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the .....[insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to SJVN/client organization at [Insert Name of the Place from the address of the SJVN] forthwith on demand in writing from SJVN/client organization or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees ..... [Total Value] only, on behalf of M/s [Insert name of the selected Solar Power Developer / Project Company].
2. In consideration of the above facts, IREDA/REC/PFC, having its registered office at , agrees to make payment for the sum of Rs. lakhs (in words.....) to SJVN/client organization on the following conditions:-
  - (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of days of receipt of request from SJVN within the validity period of this letter as specified herein;
  - (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the

same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honoured irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SJVN;

- (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
- (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SJVN and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;
- (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
- (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SJVN/client organisation made in any format within the validity period. IREDA/REC/PFC shall not require SJVN/client organisation to justify the invocation of the POI against the SPV/SPD, to make any claim against or any demand against the SPV/SPD or to give any notice to the SPV/SPD;
- (g) The POI shall be the primary obligation of IREDA/REC/PFC and SJVN/client organisation shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/SPD;
- (h) Neither SJVN/client organisation is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against SJVN/client organisation in respect of the payment made under letter of undertaking.

Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto.....and IREDA /REC/ PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs..... and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

Thanking you

Yours faithfully

For and on behalf of

M/s.....(Name of the POI issuing agency)

Copy to:-

M/s.....

PP.....

.....As per their request

**FORMAT 7.3 F**

**FORMAT OF INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY**

*(To be stamped in accordance with stamp act of India)*

Insurance Surety Bond No.:

Date:

To,

SJVN Limited

Shakti Sadan, Corporate Head Quarter,

Shanan, Shimla, H.P (171006)

Dear Sir,

In consideration of SJVN Limited (hereinafter referred to as SJVN, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Insert name of Solar Power Developer]..... with its Registered/Head Office at. (Here in after referred to as the ‘Solar Power Developer’ or ‘SPD’, which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), the project of capacity of .....kW for supply of power there from on long term basis, in response to the RfS dated..... issued by SJVN by issuing Letter of Award No. ....dated... and the same having been unequivocally accepted by the SPD, resulting into a Power Purchase Agreement (PPA) to be entered, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s..... {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable] and the SPD having agreed to provide a Performance Guarantee of the amount up to and not exceeding Indian Rupees[*Total Value*] only.

We ..... [Name & Address of the “Insurer”] ..... having its Head Office at ..... (hereinafter referred to as the ‘Insurer’, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay SJVN unequivocally, irrevocably and unconditionally, on demand any and all amount to the extent of amount up to and not exceeding Indian Rupees [Total value] on behalf of M/s [Insert name of the selected SPD] at any time up to..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the SPD. Any such demand made by SJVN on the Insurer shall be conclusive and binding notwithstanding any difference between the SJVN and the SPD or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of SJVN and further agrees that the guarantee herein contained shall be enforceable till SJVN discharges this guarantee.

SJVN shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the SPD for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, SJVN shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have

against the SPD, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Power Purchase Agreement between SJVN and SPD or any other course or remedy or security available to SJVN. The Insurer shall not be released of its obligations under these presents by any exercise by SJVN of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of SJVN or any other indulgence shown by SJVN or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that SJVN at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the SPD and notwithstanding any security or other guarantee that SJVN may have in relation to the SPD's liabilities.

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

The Insurer hereby expressly agrees that it shall not require any proof in addition to the written demand by SJVN, made in any format, raised at the above-mentioned address of the Insurer, in order to make the said payment to SJVN.

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by \_\_\_\_\_ [Insert name of the Bidder/SPD] and/ or any other person. The Insurer shall not require SJVN to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SJVN in respect of any payment made hereunder.

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

The Insurer acknowledges that this Insurance Surety Bond is not personal to SJVN and may be assigned, in whole or in part, (whether absolutely or by way of security) by SJVN to any entity to whom SJVN is entitled to assign its rights and obligations under the RfS.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to INR ..... (Indian Rupees..... only) and it shall remain in force up to and including.....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s .....[SPD's Name] on whose behalf this Insurance Surety Bond has been given.

Dated this ..... day of ..... 20..... at.....

.....  
(Signature)

.....  
(Name)

.....  
(Designation with Insurer stamp)

**Email id of the Branch for confirmation of this Bond: .....**

Authorized Vide Power of Attorney No.....

Date.....

WITNESS :

1.....

(Signature)

.....

(Name)

.....

(Official Address)

2. ....

(Signature)

.....

(Name)

.....

(Official Address)

**Notes :**

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2. SJVN shall be the Creditor, the SPD shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of SPD/Insurer issuing the Insurance Surety Bond.

**Format 7.4**

**FORMAT FOR BOARD RESOLUTIONS**

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

- 1) **RESOLVED THAT** Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. ....for..... (insert title of the RfS), including signing and submission of all documents and providing information/ response to RfS to SJVN Limited (SJVN), representing us in all matters before SJVN, and generally dealing with SJVN in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium/ Joint Venture)**

*[Note: In the event the Bidder is a Bidding Consortium/ Joint Venture, addition to above resolution at Sl. No. 1, 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/ Joint Venture Agreement*] in the Project. **(To be provided by each Member of the Bidding Consortium/ Joint Venture 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/ Joint Venture with M/s .....[*Insert the name of other Members in the Consortium/ Joint Venture*] and Mr/ Ms....., be and is hereby authorized to execute the Consortium/ Joint Venture Agreement. **(To be provided by each Member of the Bidding Consortium/ Joint Venture 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/ Joint Venture Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium/ Joint Venture pursuant to the terms and conditions contained in the Consortium/ Joint Venture Agreement dated..... executed by the Consortium/ Joint Venture as per the provisions of the RfS. **[To be passed by the Lead Member of the Bidding Consortium/ Joint Venture]**

***Certified True Copy***

.....

***(Signature, Name and Stamp of Company Secretary)***

**Notes:**

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

**Format 7.5**

**FORMAT FOR CONSORTIUM/ JOINT VENTURE  
AGREEMENT**

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

THIS Consortium/ Joint Venture 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..... (here in after 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..... here in after 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..... (here in after called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium/ Joint Venture should list the details of all the Consortium/ Joint Venture Members] for the purpose of submitting response to RfS and execution of Power Purchase Agreement (in case of award), against RfS No.....dated.....issued by SJVN Limited (SJVN) a Company incorporated under the Companies Act, 2013, and having its Registered Office at SJVN Limited, Shakti Sadan, Corporate Head Quarter, Shanan, Shimla, H.P (171006).

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, SJVN had invited response to RfS vide its Request for Selection (RfS) dated.....

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium/ Joint Venture, the Members of the Consortium/ Joint Venture will have to submit a legally enforceable Consortium/ Joint Venture Agreement in a format specified by SJVN wherein the Consortium/ Joint Venture Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

1. We, the Members of the Consortium/ Joint Venture and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s.....), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, Member-n and to submit the response to the RfS.
2. The Lead Member is hereby authorized by the Members of the Consortium/ Joint Venture and Members to the Agreement to bind the Consortium/ Joint Venture 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/ Joint Venture 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/ Joint Venture 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/ Joint Venture in the issued equity share capital of the Project Company is/shall be in the following proportion

<b>Name</b>	<b>Percentage</b>
Member 1	---
Member 2	---
Member 3	---
<b>Total</b>	100%

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid-up share capital) in the Project Company developing the Project shall be maintained for a period of 01 (one) year after Scheduled Commissioning Date (SCD).

6. The Lead Member, on behalf of the Consortium/ Joint Venture, 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 PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium/ Joint Venture 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 commitment.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of Client Organisation /SJVN in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by SJVN/ Client Organisation.
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 RfS.

14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of SJVN/ Client Organisation.

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 SJVN.

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

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

For M/s ..... [Member 1]

.....

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

Witnesses:

Signature.....

Signature.....

Name.....

Name.....

Address:.....

Address:.....

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

.....

(Signature, Name & Designation of the person authorized vide Board Resolution dated... ..)

Witnesses:

Signature.....

Signature.....

Name.....

Name.....

Address:.....

Address:.....

.....

Signature and stamp of Notary of the place of execution

**FORMAT 7.6**  
**FORMAT FOR FINANCIAL REQUIREMENT**

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

Ref. No.....

Date:.....

From ..... *(Insert name and address of Bidding Company/ Lead Member of Consortium/ Joint Venture)*

Tel.#: .....

Fax#:.....

E-mail address#.....

**To**

**SJVN Limited**

Shakti Sadan, Corporate Head Quarter,  
Shanan, Shimla, H.P (171006)

Sub: Response to RfS No..... dated..... for.....

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium/ Joint Venture is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Average Annual Turnover criteria, by demonstrating Turnover of Rs..... Cr. ( in words) as on the last date of Financial Year 2023-24 or as on the date at least 7 days prior to the bid submission deadline (Strike out wherever not applicable).

This Turnover has been calculated in accordance with instructions provided in Clause 4.4 of the RfS.

***Exhibit (i): Applicable in case of Bidding Company***

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

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relations hip with Bidding Company*	Annual Turnover (In Rs. Crore)
Company 1			FY 2021-22: .....
			FY 2022-23: .....
			FY 2023-24: .....
			FY 2024-25: .....
			(if available)
<b>Total</b>			

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

**Exhibit (ii): Applicable in case of Bidding Consortium/ Joint Venture (To be filled by each Member in a Bidding Consortium/ Joint Venture separately) Name of Member: ..... [Insert name of the Member]**

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

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

<b>Name of Consortium/ Joint Venture Member Company</b>	<b>Name of Affiliate(s) whose Annual Turnover is to be considered</b>	<b>Relationship with Bidding Company* (If Any)</b>	<b>Annual Turnover (in Rs. Crore)</b>	<b>Equity Commitment (in %age) in Bidding Consortium/ Joint Venture</b>	<b>Proportionate Annual Turnover (in Rs. Crore)</b>
<b>Company 1</b>					
<b>FY 2021-22</b>					
<b>FY 2022-23</b>					
<b>FY 2023-24</b>					
<b>FY 2024-25 (if available)</b>					
<b>Total Company-1</b>					
<b>Company 2</b>					
<b>FY 2021-22</b>					
<b>FY 2022-23</b>					
<b>FY 2023-24</b>					
<b>FY 2024-25 (if available)</b>					
<b>Total Company-2</b>					
<b>Grand Total Company-1 &amp; Company-2</b>					

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium/ Joint Venture, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Average Annual

Turnover Criteria of INR \_\_\_\_\_ (in words) as on the end of Financial Year 2023-24.

*(Signature & Name of the Authorized Signatory)*

*Date:*

*(Signature and Stamp of CA)*

**Membership No.**

**Regn. No. of the CA's Firm:**

**Note:**

- a. Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Annual Turnover duly certified by the Chartered Accountant.
- b. Certified copies of Balance sheet, Profit & Loss Account, Schedules are to be enclosed in complete form along with all the Notes to Accounts.

**Format 7.7**

**UNDERTAKING**

*(To be submitted on the letterhead of the Bidder)*

We, hereby provide this undertaking to SJVN Limited, in respect to our response to RfS vide RfS No.....dated....., that M/s ..... (insert name of the Bidder), or any of its Affiliates is not a wilful defaulter to any lender, and that there is no major litigation pending or threatened against M/s..... (insert name of the Bidder) or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

(Name and Signature of the Authorized Signatory)

**FORMAT 7.8**

**FORMAT FOR DISCLOSURE**

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

**DISCLOSURE**

Ref. No.....

Date: .....

From ..... *(Insert name and address of Bidding Company/ Lead Member of Consortium/ Joint Venture/ Joint Venture)*

.....

.....

Tel. #:

Fax #:

E-mail address#

To

SJVN Limited  
Shakti Sadan, Corporate Head Quarter,  
Shanan, Shimla, H.P (171006)

Sub: Response to RfS No.....dated..... for .....

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No.....dated.....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 RfS, M/s.....(enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

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 RfS including but not limited to cancellation of our response to this RfS and LoA/LOE as applicable, we, i.e. M/s.....(enter name of the bidding company/member in a consortium/ Joint Venture/ Joint Venture), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by SJVN for a period of 2 years from the date of default as notified by SJVN.

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

We further declare that we have read the provisions of Clause 4.1.7 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl.17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SJVN shall take appropriate action as deemed necessary.

We further declare that we are fully aware of the of the Approved Models and Manufactures of Solar PV modules (Requirement of Compulsory Registration) Order,2019' issued by MNRE on 02.01.2019 and various clarifications/amendments thereto issued time to time along with the procedural guidelines dated 28.03.2019 including clarifications/amendments thereto , issued under the subject order and the Lists(s) thereunder.

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 (for Solar PV modules) and List-II (for Solar PV Cell) of the ALMM MNRE 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 issued by MNRE, GoI, including those mentioned above.

**Note:** The Net Metering RE Power Projects which are mandated to use ALMM enlisted modules, will stand exempted from the requirement of using solar PV cells from ALMM List-II if such projects get commissioned prior to 1st June 2026. All the Net-Metering Projects RE Power Projects which get commissioned on or after 1st June 2026, shall have to mandatorily source their solar PV modules from ALMM List-I and solar PV cells from ALMM List-II.

Thanking you,

We remain, Yours faithfully,

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

**FORMAT 7.8 A**

**FORMAT FOR DISCLOSURE**

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

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

**DISCLOSURE**

Ref.No.....

Date:.....

From ..... (Insert name and address of Bidding Company/ Lead Member of Consortium/ Joint Venture)

.....  
.....

Tel.#: .....

Fax#: .....

E-mail address# .....

To

SJVN Limited  
Shakti Sadan, Corporate Head Quarter,  
Shanan, Shimla, H.P (171006)

Sub: Response to RfS No.....dated .....for.....

Dear Sir/ Madam,

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

We undertake that M/s..... (enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this RfS by M/s..... (enter name of the bidding company/member in the consortium/ Joint Venture). We further undertake that while undertaking any action as part of our response to RfS, we are not complicit with other such bidders participating in this RfS, in which M/s ..... (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

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

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 RfS including but not limited to cancellation of our response to this RfS and LoE/LOA as applicable, we, i.e. M/s (enter name of the bidding company/member in a consortium/ Joint Venture), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by SJVN for a period of 2 years from the date of default as notified by SJVN

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

We further declare that we have read the provisions of Clause 4.1.7 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SJVN shall take appropriate action as deemed necessary.

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 (for Solar PV modules) and List-II (for Solar PV Cell) of the ALMM MNRE Order applicable on the date of invoicing of such modules.

**Note:** The Net Metering RE Power Projects which are mandated to use ALMM enlisted modules, will stand exempted from the requirement of using solar PV cells from ALMM List-II if such projects get commissioned prior to 1st June 2026. All the Net-Metering Projects RE Power Projects which get commissioned on or after 1st June 2026, shall have to mandatorily source their solar PV modules from ALMM List-1 and solar PV cells from ALMM List-II.

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 issued by MNRE, GoI, including those mentioned above.

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

Thanking you,

We remain,

Yours faithfully,

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

**ANNEXURE TO FORMAT 7.8/7.8A**

**DECLARATION**

***RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES: MoF  
OM No 7/10/2021-PPD(1) dated 23.02.2023***

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

Ref. No..... Date: .....

From..... *(Insert name and address of Bidding Company/Member of Consortium/ Joint Venture)*

.....

.....

..... Tel.#: .....

Fax#: .....

E-mail address# .....

To

SJVN Limited  
Shakti Sadan, Corporate Head Quarter,  
Shanan, Shimla, H.P (171006)

Sub: Response to the RfS

No.....dated ..... Dear Sir/ Madam,

This is with reference to attached order No. OM no. 7/10/2021-PPD(1) dated 23.02.2023 issued by Department of Expenditure, MoF, Govt of India.

We are hereby submitting the following declaration in this regard:

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

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

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

Encl: OM dated 23.02.2023, as referred above

Name, Designation, Seal and Signature of Authorized Signatory

**FORMAT 7.10**

**FORMAT FOR SUBMISSION OF FINANCIAL BID**

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

Ref. No. ....

Date: .....

From ..... *(Insert name and address of Bidding Company/ Lead Member of  
Consortium/ Joint Venture)*

.....  
.....  
.....

Tel. #:  
Fax #:  
E-mail address #

To

SJVN Limited  
Shakti Sadan, Corporate Head Quarter,  
Shanan, Shimla, H.P (171006)

Sub: Response to RfS No..... dated.....for..... .

Dear Sir/ Madam,

I/ We,..... *(Insert Name of the Bidder)* enclose herewith the Financial  
Proposal for selection of my/ our firm for.....*(Insert RfS no.)* Arunachal  
Pradesh State for a quoted capacity of .....kW in India as Bidder for the above.

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

Dated the .....\_day of ....., 20....

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

**Notes:**

- 1) *For the entire state of Arunachal Pradesh, there can be only one tariff for all the  
buildings as placed at annexure-D. If the bidder quotes two tariffs or combination  
there of for the different buildings, then the bid shall be considered as non-*

*responsive.*

- 2) If the bidder submits the financial bid in the Electronic Form at ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
- 3) Tariff requirement shall be quoted as a fixed/firm amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
- 4) In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
- 5) Tariff should be in Indian Rupee up to two decimal places only.*

## FORMAT 7.11

RfS for Selection of Solar Rooftop Power Developers for Setting up of cumulative capacity of 2378 kW Grid connected Rooftop Solar Power Projects (Without battery storage) spread over the state of Arunachal Pradesh under RESCO/PPA mode through Tariff-Based Competitive Bidding under PM Surya Ghar: Muft Bijli Yojana.

**Format no.7.11 Table – A:** Detail of Grid Connected Rooftop/Ground mounted Solar Photo Voltic (SPV) Power Plants/Floating Solar Photo Voltic (SPV) Power Plants in India claimed towards cumulative installation Capacity of 500kWp or higher in the last 07 (Seven) Years prior to the last day of month previous to the one in which the RFS is invited.

Sl. No.	Client Name & Address	Details of Letter of Award (LOA)	Awarded Capacity as per Letter of Award (in kWp)	Commissioned and Installed Capacity (in kWp)	Actual Date of Commissioning	Remarks

**Format no.7.11 Table – B:** Out of above cumulative capacity, detail of Grid Connected Rooftop/Ground mounted Solar Photo Voltic (SPV) Power Plants/Floating Solar Photo Voltic (SPV) Power Plants in India claimed towards successful operation for atleast 06 (six) months ending prior to last day of month previous to the one in which the RfS is invited.(For reference plant).

Sl. No.	Client Name & Address	Details of Letter of Award (LOA)	Awarded Capacity as per Letter of Award (in kWp)	Commissioned Installed Capacity (in kWp)	Actual Date of Commissioning	Plants in successful operation for atleast 06 months ending prior to last day of month previous to the one in which the RFS is invited (YES/NO)	Remarks

**Note:**

1. The above Attachment shall be filled up by the bidder for himself, being proposed by the bidder in his bid.
2. Continuation sheets of like size & format may be used if required and annexed to this Attachment.
3. Commissioned installed capacity as per completion certificate of project (s) will be considered qualifying towards above technical qualifying requirement.

(Signature).....

Place:

(Printed Name) .....

(Designation).....

(Company Seal).....

**Format no.7.11 Table – C:** Detail of Roof Top Solar Plant/ Ground mounted Solar Photo Voltic (SPV) Power Plants/Floating Solar Photo Voltic (SPV) Power Plants in any of **Himachal Pradesh, Jammu & Kashmir, Ladakh, Uttrakhand, Lakshadweep, Sikkim, Andman & Nikobar Islands, Dadra & Nagar Haveli and Daman & Diu, Arunachal Pradesh, Nagaland, Tripura, Mizoram, Manipur, Assam and Meghalaya** state claimed towards cumulative installation Capacity of 100kWp or higher in the last 07 (Seven) Years prior to the last day of month previous to the one in which the RfS is invited.

Sl. No.	Client Name & Address	Project Execution State	Details of Letter of Award (LOA)	Awarded Capacity as per Letter of Award (in kWp)	Commissioned Installed Capacity (in kWp)	Actual Date of Commissioning	Remarks

**Note:**

1. The above Attachment shall be filled up by the bidder for himself, being proposed by the bidder in his bid.
2. Continuation sheets of like size & format may be used if required and annexed to this Attachment.
3. Commissioned installed capacity as per completion certificate of project (s) will be considered qualifying towards above requirement.

Place :

(Signature).....  
 (Printed Name) .....  
 (Designation) .....  
 (Company Seal).....

**UNDERTAKING**

*(To be submitted on the letterhead of the Bidder)*

We, hereby provide this undertaking to SJVN Limited, in respect to our response to RfS vide RfS No..... dated....., that M/s.....(*insert name of the Bidder*), or any of its Affiliates that a firm & fixed levelized Tariff as quoted against the State of .....(*insert the name of state*) is/are not more than the prevailing minimum commercial/ non-residential/ Industrial/ (as applicable) Tariff of State DISCOM as on date of bid submission for Arunachal Pradesh.

(Name and Signature of the Authorized Signatory)