



**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)

MM Cell BSNL Corporate office, 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi -110 001.

**Tender Enquiry No. MM/EW/Renewable Power Plant/T-821/2024 issued on 22.11.2024**

**Sub: E-Tender for setting ground based renewable power plant in vacant land parcel for supplying power to various BSNL Buildings**

Please find enclosed the tender document in respect of above mentioned tender which contains the following.-

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If interested, kindly submit your offers by means of online bids only through Electronic Tendering at the portal detailed in 'Special Instructions to Bidders for E-Tendering' before **11:30 hours of 16.12.2024.**

ASSISTANT. GENERAL MANAGER (MMT)  
Email ID : [mohammad@bsnl.co.in](mailto:mohammad@bsnl.co.in)

**SECTION 1**  
**DETAILED NOTICE INVITING TENDER (DNIT)**

1. On behalf of Chairman and Managing Director Bharat Sanchar Nigam Limited, digitally sealed online tenders, on rupee payment basis, are invited in Single Stage Bidding and two stage Opening using two Electronic Envelopes (Techno-commercial bid & Financial bid) from experienced & eligible bidders for the following work -

Sr. No.	Name of the Work	Earnest Money Deposit(EMD) for the tender
1	<b>Selection of partners for setting ground based renewable power plant in vacant land parcel for supplying power to various BSNL Buildings-Total No of plot 61 Nos</b>	<b>As given in annexure -A1</b>

2. **PURCHASE OF E- TENDER DOCUMENT:** Tender document can be obtained by downloading it from the BSNL website [www.bsnl.co.in](http://www.bsnl.co.in) w.e.f. 22.11.2024 onwards. For online bid submission etc. bidders have to mandatorily register (if not already registered) on tender portal NICs e-tender system- (<https://etenders.gov.in/e procure/app>) and follow all steps as per functionality of e-tender portal. (Kindly refer Section 4 Part C of tender document for instructions on e-tendering).

- 2.1 The bidders are required to submit Tender fee of ₹ 10,000 plus 18% GST, (Total of ₹ 11800/-) preferably through online payment mode [RTGS/NEFT etc.] in BSNL A/c as per the below mentioned Bank/Beneficiary Details under intimation to this office. However, Tender Fee may also be submitted through DD/ Banker's cheque. The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favor of "AO (Cash), BSNL, C.O. New Delhi" and payable at "New Delhi". In case, the bidder submits Demand draft as Tender Fee/bid Security, the Name of the bidder shall be mentioned in the DD/Bankers Cheque issued by Nationalized / Scheduled bank.

BSNL Bank/Beneficiary Details for e-Payment transaction (Applicable both for Tender Fee/EMD):

Beneficiary Name : A.O. (Cash) Bharat Sanchar Nigam Ltd.  
 Name of Bank : Punjab National Bank  
 Name of Branch : ECE House K.G. Marg New Delhi 110001  
 IFSC Code : PUNB0112000  
 Bank A/c No. : 1120002102306372  
 MICR Code : 110024043

**Note:-"The Tender Fee is non-refundable". The bidders shall also upload online payment receipt/transaction details for the payment of tender fee/bid security in their technical part of online bids.**

- 2.2 (MSE (Micro & Small Enterprise) bidders are exempted from payment of Tender Fee/Bid Security (if exemption from tender fee/ EMD is claimed by them) provided they submit current and valid Udyam Registration Certificate issued from the Ministry of MSME for the tendered items manufactured/produced and services rendered by MSE bidder themselves. These exemptions are NOT APPLICABLE for Medium Scale Units/ Traders/ distributors/ sole agent/ Works Contract. However, in case of graduation (from a lower to a higher category e.g.

Micro/Small to Medium) or reverse-graduation (sliding down to lower category e.g. Medium to Micro/Small) of an enterprise and consequent re-classification in its present category, the enterprise will be given the benefit of the changed status only as per the latest guidelines issued by the Ministry of MSME, Government of India. [For details Notification Dated 26th June 2020 and its subsequent Amendment Dated 18th October 2022 issued by the MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES may be referred.]

- 2.3 Self-declaration by the bidder (Authorized Signatory) on a Company Letter head stating that the bidder is registered with CPP Portal under preferential bidder category (Make in India / Micro or Small Enterprise) and participating for the Tender Enquiry No. ----- Under preferential category (Make in India /Micro or Small Enterprise).
- 2.4 Bidders are advised to see the BSNL tender site [http://tender.bsnl.co.in/bsnlenders/bsnltender/tender\\_live\\_view\\_main.jsp](http://tender.bsnl.co.in/bsnlenders/bsnltender/tender_live_view_main.jsp) and Central Public Procurement portal (etenders.gov.in) by NIC, for updates on any amendment/clarification/corrigendum. The bids are to be submitted online on Central Public Procurement Portal. For getting automatic updates on CPPP, prospective bidders are advised to add the NIT on CPPP to their list of favourites on CPPP.

### 3. e-Tendering Process

BSNL has decided to use the e-Tendering Process for inviting Bids for this Tender and thus the physical copy of the Tender would not be available for sale. The special instructions to Bidders for e-Tendering is provided in Section 4-Part C of this Tender.

### 4. Eligibility Criteria:

In order to qualify as a Bidder, a prospective bidder shall fulfill the following eligibility Criteria and submit necessary documentary proof, duly signed by authorized signatory, to establish the same:

- 4.1 **Legal Entity:** The Bidder Company shall be registered & incorporated in India under the Companies Act, 1956 or 2013 as the case may be. In case of partnership firm, the firm should be registered under LLP Act 2008.

**Documents required:** Copy of Certificate of Incorporation as per Applicable Acts.

#### 4.2 Experience:

A .Technical Eligibility Criteria

A.1 Under this Tender, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commencement of power supply from the Projects.

A.2 Firm should have completed at least one work of 80% Capacity (Either Ground based or roof top) for the land site notional capacity in MW. For example if a bidder has satisfactory completed one Renewable Energy(RE) project of 4 MW he is eligible to participate in all land sites where notional power capacity is up to 5MW, subject to meeting other eligibility criteria .

#### B .Financial Eligibility Criteria

B.1 Net Worth

i) The net worth of the bidder should be positive as on the last date of previous financial year i.e. FY 2023-24.

ii) If bidder is not meeting the eligibility criteria under Clause A and/or B then he can form a consortium with an entity to fulfill the above to criteria cumulatively.

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

#### B.2 Average Annual Turnover:

The Bidder shall have a minimum average annual turnover of 30% of notional capital cost (As given in Ann A1) for capacity tendered in any of the three financial years out of FY 2019-20, FY 2020-21, FY 2021-22 , FY 2022-23 and FY 2023-24). The bidder shall enclose the annual turnover certificate and audited Profit & Loss statement duly certified by the chartered accountants (CA) / company auditors.

#### B.2 Documents required:

Certificate in this regard required along with issuing authority contact details i.e., name of contact persons, designation, postal address, official email, telephone number shall be submitted. The certificate of experience should be issued by the Authorized signatory of the concerned Entity on the its letter Head and the same should be submitted along with the bid. The experience certificate should clearly indicate the detail of successfully completed work(s), contract agreement number with date, date of work completion and amount of successfully completed work.

- 4.3 The Bidder shall not have controlling equity stake or vice versa, in any of Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ILD/IN Services operating companies in India. Self-Certificate by the bidder shall be submitted. This shall not be applicable to PSUs under DoT.
- 4.4 *Bidder and Consortium Partners shall submit a self-declaration that they are not blacklisted/debarred with Ministry of Communication or BSNL or under debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021 as on Bid submission date. If the bidder is found to have been blacklisted by any authorities mentioned above at any stage of the tender or during supply, action shall be taken by BSNL as per tender terms and conditions.*

*Note- If the bidder company is formed with same or part management of another company which has been black-listed/ banned by Ministry of Communication or BSNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) for the period covering bid submission date, then the credentials of this black-listed/ banned company shall not be considered to meet any of the eligibility criteria.*

"**Documents required:** Self-certified letter of undertaking to this effect on company's letter head signed by company's authorized signatory is to be submitted.

- 4.5 The bidder's company/firm shall have a **valid PAN** from Income Tax Department.
- 4.6 The bidder's company/firm shall have a **valid GST Registration**. In case of multiple GSTIN registration number(s), all the numbers shall be provided in a separate Annexure.
- 4.7 Bidder shall not have been blacklisted by GST authorities. In case the supplier gets black-listed during the tenure of BSNL contract, then supplier must indemnify BSNL to ensure that no loss of Input Tax credit is borne by BSNL due to a default of a supplier. Bidder should submit an undertaking to this effect.

**Documents required:** A self-declaration along **that the bidder is not black listed by GST authorities shall be submitted by supplier**. An undertaking that in case the supplier gets GST black-listed by GST Authorities during the tenure of BSNL contract, in that case or in any other scenario the loss of Input Tax credit to BSNL will be recoverable from the bidder, by BSNL.

- 4.8 Any bidder or its Consortium Partners from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in Annexure-I of OM bearing No.7/10/2021-PPD (1) Dated 23.02.2023 issued from Department of Expenditure/ Ministry of Finance. The bidders shall submit an undertaking as per Format (Section 6 Part A, Annexure-A) in this regard (For details OM bearing No. 7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure Public Procurement Division may be referred.).
- 4.9 Latest PMI guidelines from DPIIT dated 19.07.2024 & subsequent amendments/ revisions shall be applicable for the tender. As per DPIIT guidelines this tender shall be reserved for Class-I local suppliers. Form-1 as per Section 7(L), for declaration w.r.t. Local Content shall have to be submitted by bidder along with a certificate from cost auditor/ statutory auditor to certify the claimed Local Content of bid as per cited DPIIT guidelines if bid value is more than Rs 10 Crores.

The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted shall be self attested by the bidder and to be uploaded in the e-portal.

4.10 Purchase preference will be given to MSE's as defined in Public Procurement Policy for Micro and Small Enterprises Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent orders/notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for service, the bidder must be the service provider of the offered service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

**5. Bid security/EMD:-The bidder shall furnish the EMD/Bid Security for an amount mentioned in Annexure-A1 attached below, through online payment mode as per Bank/Beneficiary details under clause 2.1 above. However, bid security maybe submitted in one of the following ways:**

- (a) Demand Draft/ Banker's cheque drawn in favour of "AO (Cash), BSNL, C.O. New Delhi" and payable at "New Delhi."
- (b) Bank Guarantee or e-Bank Guarantee from a Nationalized/Scheduled Bank in India (except Co-operative banks) or Insurance surety bond from Indian Insurance Company, drawn in favour of "DGM (MMT), Bharat Sanchar Nigam Limited, Corporate Office, New Delhi" which should be valid for at least 30 days beyond the required bid validity period i.e. for **210 days** from the tender opening date, with a claim period of at least six months beyond the validity period. Format for Bank Guarantee and Insurance surety bond is given at Section 7. **A copy of SFMS message by bidder's** EMBG issuing Bank should also be submitted with original EMBG as well as at the time of renewal or extension, if any.

**c. For acceptance of e-BG's (EMBG or PBG), BSNL has onboarded NeSL with the following details:**

- 1) Beneficiary Phone number: **+91-9868217701**
- 2) E-mail ID: [aommbsnlco@bsnl.co.in](mailto:aommbsnlco@bsnl.co.in)
- 3) PAN of entity: **AABCB5576G**
- 4) Constitution Type: **Public Sector Company**
- 5) Complete Name: **Bharat Sanchar Nigam Limited**

6) Full Address:

**Bharat Sanchar Bhawan, H.C. Mathur lane, Janpath, New Delhi-110001**

**Note:-**MSE (Micro & Small Enterprise) bidders are exempted from payment from Bid Security. Refer clause 2.2 above in this regard.

d) If a vendor registered with body specified by Ministry of Micro, small and medium enterprise claiming concessional benefits (such as exemption from Tender Fee and EMD) is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he may be debarred from any further work/contract by BSNL for one year from the date of issue of such order and MSME authority issuing the certificate shall also be informed for taking suitable action.

**6 Last Date and Time of Online Submission of Tender bid: 16.12.2024 at 11.30 Hrs.**

6.1 In case the last date of submission/opening of bid is declared to be a holiday, the date of submission of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid submission and opening date due to any other unavoidable reason will be intimated to all the bidders separately.

**7 Last date of receipt of queries from Bidders: 03.12.2024**

**8. Online Opening of Tender bids: AT 12.00 Hours of 17.12.2024**

**Note:** At the time of opening the bids, initially the envelope containing offline documents of all bidder(s) will be opened. The Electronic envelope consisting Techno Commercial bids of only those bidder(s) will be admitted who would have submitted required documents as offline submissions.

**9 Place of opening of Tender bids:** BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

However, if required authorized representatives of bidders (i.e., Supplier organization) can attend the TOE at 2<sup>nd</sup> Floor MM Cell where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE). Authorization letter issued by the authorized signatory of the bidder is required.

**10** Tender bids received after due time and date will not be accepted.

**11** Incomplete, ambiguous, conditional tender bids are liable to be rejected.

**12** "CMD BSNL" reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.

**13** Tender document can be downloaded from the website <https://etenders.gov.in>

**14** Deleted

**15** In case of any correction/addition/alteration/omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

**16** All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

**17** All computer generated documents should be duly signed/ attested by the bidder/ vendor organization

**18** Integrity Pact Program is implemented for this tender for which signing of Integrity Pact is mandatory for the purchaser and bidder. Format of Integrity Pact is provided in the tender document at section 7(E). To oversee the implementation of Integrity Pact

Program, IEMs are appointed by BSNL information of which is available on [www.bsnl.co.in](http://www.bsnl.co.in) & in 'Tender Notice' link on [www.bsnl.co.in](http://www.bsnl.co.in).

- 19** BSNL reserves the right to accept or reject any or to annul the bidding process, at any time prior to award of contract without assigning any reason what so ever and without thereby incurring any liability to the affected bidder or bidders on the ground of Purchaser's action. BSNL is also not bound to accept the lowest bid.

**20 Period of Contract:**

Contract agreement will be valid during 25 years.

- 21** The pre-bid queries in respect of the bid document, if any, can be submitted in the format as per Section 7(G) through Email to following officers **latest by 03.12.2024.**

<b>BSNL Contact-1</b>	
Contact Person	Mohammad Faizan; AGM(MMT-I)
Telephone/Mobile	9455128567 [between 9:30 hrs. to 18:00 hrs. on working days]
E-mail ID	<a href="mailto:mohammad@bsnl.co.in">mohammad@bsnl.co.in</a>
<b>BSNL Contact-2</b>	
Contact Person	Sh. Manish; DM(MMT-III),
Telephone/Mobile	9467001800 [between 9:30 hrs. to 18:00 hrs. on working days]
E-mail ID	dmmbsnl@gmail.com

- 22** The successful bidder is required to sign and submit a mutual Non-Disclosure Agreement (NDA) with Purchaser (here BSNL) as per the format available in Section-7(F) of the Tender document on a non-judicial stamp paper of Rs.100/- at the time of award of APO/PO.

## Annexure: A1

Name of Land	City	Total Area of Land (SQM)	Notional RE capacity in KW	Notional Capacity in MW	Notional capital for project for Financial eligibility (In Lakhs)	Notional KWh per year	Equity share in Lakhs of Rs	Minimum Equity % required by BSNL	EMD required in Lakhs Rs ( Rs 10 Lakhs /MW)
P&T Colony Compound at Satellite, Ahmedabad	Ahmedabad	61410	5118	5	2559	6141000	233	26%	51
P&T Colony Compound at Shahalam, Ahmedabad	Ahmedabad	22473	1873	2	955	2247300	85	26%	19
Telecom Store Compound at Vatva GIDC Ph IV, Ahmedabad	Ahmedabad	17964	1497	1	763	1796400	68	26%	15
P&T Staff Qtr. Compound at Gondal Road, Rajkot	Rajkot	16188	1349	1	688	1618800	61	26%	13
TE Compound at Sachin(Goji), Surat	Village - Sachin(Goji)	30135	2511	3	1281	3013500	114	26%	25
Staff Qtr. Compound at Panjarapole, Surat	Village - Surat	27214	2268	2	1157	2721400	103	26%	23
TE Compound at Subhanpura, Vadodara	Vadodara	40458	3372	3	1719	4045800	153	26%	34
Bijapur SSA / Bagalkot / Navanagar S/Qtr	Bagalkot	20015	1668	2	851	2001500	76	26%	17
Telephone Exchange Compound Kajubag karwar_M	KAJUBAG	17303	1442	1	735	1730300	66	26%	14
Bijapur SSA / Bijapur / Rambhapur T/Exge S/Qtr	Bijapur	24288	2024	2	1032	2428800	92	26%	20
TE Compound Lady Hill Mangalore	Mangalore	39018.62	3252	3	1658	3901862	148	26%	33
BSNL S/Q Compound Sonarwada_M	SONARWADA	31273	2606	3	1329	3127300	119	26%	26
P & T Colony Sahar	Sahar Village, Andheri (W), Mumbai	116531.5	9711	10	4953	11653150	442	26%	97
TE Compound Canada Corner	Canada Corner	20152	1679	2	856	2015200	76	26%	17
P & T Colony No 1, Mulund (W)	Mulund (W), Mumbai	49202	4100	4	2091	4920200	187	26%	41
P & T Colony No 2, Mulund (W)	Mulund (W), Mumbai	27388	2282	2	1164	2738800	104	26%	23
P & T Colony, Vakola, Santacruz ( E )	Santacruz (E), Mumbai	74053	6171	6	3147	7405300	281	26%	62
Juhu Danda, Santacruz (W)	Santacruz (W), Mumbai	137623.5	11469	11	5849	13762350	522	26%	115
SAVEDI TELEPHONE EXCHANGE COMPOUND DIST AHMEDNAGAR	Ahmednagar	32400	2700	3	1377	3240000	123	26%	27
BSNL T.E. AND S/Q COMPOUND, AMANKHA(KRISHINAGAR AKOLA)_M	AKOLA	20289	1691	2	862	2028900	77	26%	17
TE Compound Jilha Peth Near Head Post Office Jalgaon	<b>Municipal Corporation Jalgaon</b>	21480	1790	2	913	2148000	81	26%	18
CSD Compound on Amravati Road Nagpur	Nagpur	24290	2024	2	1032	2429000	92	26%	20
WIRELESS COMPOUND 1 RECEIVING STATION S/Q Bldg Boriwali W	Boriwali	20000	1667	2	850	2000000	76	26%	17
TE Compound CIDCO,Nashik	Cidco	19500	1625	2	829	1950000	74	26%	16
ADMIN COMPOUND YAVATMAL_M	YAVATMAL	19111	1593	2	812	1911100	72	26%	16



## BSNLCO-MMT/14(11)/38/2024-MMT

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TE Compound Satpur	Satpur	23622	1969	2	1004	2362200	90	26%	20
TE Compound Upnagar	Upnagar	40500	3375	3	1721	4050000	154	26%	34
TE and SQ Compound Alto Porvorim	ALTO-PORVORIM	22320	1860	2	949	2232000	84	26%	19
TE Compound Opp DRM Office Telegraph Office Road Bhusawal	Bhusawal	18686	1557	2	794	1868600	71	26%	16
TE and SQ Compound Wireless Transmission Station Bambolim	BAMBOLIM	92481	7707	8	3930	9248100	351	26%	77
BSNL Exchange Compound, Chimur	Chimur	18486	1541	2	786	1848600	70	26%	15
ADMN BUILDING COMPOUND JHALANA DOONGRI JAIPUR	JAIPUR	24365.13	2030	2	1036	2436513	92	26%	20
CTSD COMPOUND AT VKI AREA JAIPUR	JAIPUR	22451	1871	2	954	2245100	85	26%	19
TELECOM COLONY COMPOUND AT MALVIYA NAGAR JAIPUR	JAIPUR	43591.64	3633	4	1853	4359164	165	26%	36
T E BLDG COMPOUND AT M I ROAD JAIPUR	JAIPUR	28328	2361	2	1204	2832800	107	26%	24
TELECOM STAFF COLONY COMPOUND AT VIGYAN NAGAR, KOTA	KOTA	39193	3266	3	1666	3919300	149	26%	33
OLD TE COMPOUND, MAN SINGH CIRCLE, BHARATPUR	BHARATPUR	18900	1575	2	803	1890000	72	26%	16
CTS COMPOUND, GREAMS ROAD,CHENNAI	Chennai	21282	1774	2	904	2128200	80	26%	18
Staff Quarters Compound at Thadagam Road	Tadagam	30129.33	2511	3	1280	3012933	114	26%	25
TE Compound at HOSUR SIPCOT I_M	HOSUR	19877.29	1656	2	845	1987729	75	26%	17
BSNL Complex at Ram Nagar Extension, Thanjavur	Thanjavur	54567	4547	5	2319	5456700	207	26%	45
D TAX/ CTO Compound, Trichy	Trichy	21225	1769	2	902	2122500	80	26%	18
TE Compound at Tallakulam-CTO, Madurai	Tallakulam	18665	1555	2	793	1866500	71	26%	16
Store and TE Compound at Melapalayam ,Palayamkottai. _M	MELAPALAYAM	16273	1356	1	692	1627300	62	26%	14
TE & Staff Qtr. Compound at Moolapalayam, Erode.	Erode	16197	1350	1	688	1619700	61	26%	13
TE / Qtrs Compound at NEYVELI TS	Neyveli Township	16046	1337	1	682	1604600	61	26%	13
TE Compound at KRISHNAGIRI RSU_M	KRISHNAGIRI	15526.54	1294	1	660	1552654	59	26%	13
Staff Qtr. Compound at Kodaikanal Bear chola, Dindigul	Kodaikanal	14978.71	1248	1	637	1497871	57	26%	12
TE Compound at BHARATHIPURAM_M	DHARMAPURI	13480.93	1123	1	573	1348093	51	26%	11
BSNL Store Compound, MIDC Area, Chandrapur	Chandrapur	20366	1697	2	866	2036600	77	26%	17
BSNL Store compound, Sootgiri plot, LATUR_M	LATUR SOOTGIRNI	20234	1686	2	860	2023400	76	26%	17
TELECOM STORE COMPOUND AT PEYAMPATTI, KARAIKUDI_M	VILLAGE - PEYAMPATTI	20400	1700	2	867	2040000	77	26%	17
Staff Qtr. Compound at K.K Nagar- vacant, Madurai	K.K.Nagar	14169.14	1181	1	602	1416914	54	26%	12
Telecom Factory Deonar Mumbai	Mumbai	80218	6685	7	3409	8021800	304	26%	67
Type-IV Sanchar Quarters, Dadar (W)	Dadar (W), Mumbai	18108.84	1509	2	770	1810884	69	26%	15
BSNL RTTC Compound T.K.Layout Mysore City	Mysore	79833	6653	7	3393	7983300	303	26%	67

## BSNLCO-MMT/14(11)/38/2024-MMT

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Regional Telecom Training Centre RTTC ,Seminary Hill, Nagpur	Nagpur	29407.2	2451	2	1250	2940720	112	26%	25
RTTC VKI AREA ROAD NO 14 JAIPUR	JAIPUR	161867.91	13489	13	6879	16186791	614	26%	135
TE compound at coonoor_M	COONOOR	13725.64	1144	1	583	1372564	52	26%	11
TRAINING CENTRE COMPOUND AT MARAIMALAI NAGAR, RTTC	Chennai	139289.8	11607	12	5920	13928980	528	26%	116
RTTC Compound Chinchwad Pune	Chinchwad Pune	101090	8424	8	4296	10109000	383	26%	84
					96885	8642			

**Note:** The land area stated above is estimated quantity and subject to minor variations.

**Section 2**  
**TENDER INFORMATION**

- 1. Type of Tender:** Single Stage Bidding, Two stage opening using – Two Electronic Envelopes.

**Note 1:** The bidder shall submit techno-commercially and financial bids simultaneously.

**Note 2:** The bids will be evaluated techno-commercially first and thereafter financial bids of techno- commercially compliant bidders only shall be opened.

- 2. Bid Validity Period / Validity of bid Offer for acceptance by BSNL:** - Bids shall remain valid for 180 days from the tender opening date prescribed by the purchaser. Any bid valid for a shorter period shall be rejected by the purchaser as non-responsive.
- 3.** The Tender offer shall contain two e-envelopes viz. techno-commercial and financial envelope which will contain one set of the following documents only :
- 3.1 Techno-commercial e-envelope** shall contain scanned copies of following documents, but not limited to, documents :
- i. Bank transaction details with UTR number towards the successful payment of EMD, if paid through online payment mode or DD of value equal to EMD / MSE certificate for claiming EMD exemption.
  - ii. Bank transaction details with UTR number towards the successful payment of Tender fee, if paid through online payment mode or DD/Bank instrument towards cost of the tender documents i.e. **tender fee or MSE certificate for claiming exemption.**
  - iii. EMBG in the format as provided in Section 7A.
  - iv. Certificate(s) showing fulfilment of the eligibility criteria(s) stated in clause 4 of section-1 (Detailed NIT).
  - v. Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A, as well as in Proforma of Section 7 (H).
  - vi. Integrity Pact in accordance with proforma 7(E) of Tender document
  - vii. Non deviation certificate as per clause 11 of Section 4 Part A
  - viii. Bidder's Profile duly filled & signed at section 8 of Tender document
  - ix. Near-Relationship Certificate duly filled & signed as per clause 31 (section 4 part A) & section 6 part B of Tender document
  - x. Undertaking & declaration duly filled & signed at section 6 part A of Tender document
  - xi. Tender/ Bid form- Section 9 Part A of Tender document
  - xii. Electronic Form- Technical duly filled & signed ( Not Applicable)
  - xiii. Certificate of incorporation.
  - xiv. Article and Memorandum of Association or partnership deed or proprietorship deed as the case may be.
  - xv. List of all Directors/Partners including their name(s), Director Identification Number(s) (DIN)/ Designated Partners Identification Number (DPIN) and address (es) along with contact telephone numbers of office and residence.
  - xvi. Copy of PAN
  - xvii. Main GST registration certificate(s) from where service are to be provided for this tender. In case of multiple GST numbers, a list thereof.
  - xviii. **The technical bid format as per attached BID format along with details for which bidder is interested and eligible. In case bidder quotes more**

**than its eligibility limit the lands from top to bottom in bidder will be considered as priority sites.**

**3.2 Financial e-envelope** shall contain:

- i) Price Schedule/BoQ duly filled & signed (in PDF) along with an MS-XL format of same as per format given in (Section-9 Part-B of Tender document).
- ii) Detailed Priced Bill of filling up the rate of energy supplied at grid and minimum assured energy to be supplied in a year.

A BoQ template may also be made available In financial bid part on e-tender portal CPPP, to be filled by bidders in this bid part. BoQ (of electronic financial bid part on CPPP) which is **only a bid summary** to be **made available during opening of financial bids** and bid evaluation will be done based on Complete price sheets uploaded by bidders.

Further, it may kindly be noted that in case there is any discrepancy between the values entered by bidder in the BoQ template and that in complete price sheets uploaded by bidder, then the prices/ rates mentioned in Complete price sheets uploaded by bidder will prevail over the values mentioned in BoQ template.

**4. Offline Submission of Documents:**

Tender Fee & EMD is required to be submitted by the bidder preferably through online payment mode as per the Bank/Beneficiary Details provided in the DNIT/Tender Enquiry document. In case of MSE (Micro & Small Enterprise) bidder, valid Udyam Registration certificate, covering the tendered equipment/ services and indicating their current status as (Micro or Small Enterprise), is required to be submitted for claiming exemption of Tender Fee / EMD. Also refer clause 2.2 of Section-1 for exemptions for MSEs.

However, scanned copies of the following documents (which ever applicable) are to be **mandatorily uploaded by the bidder in their online Technical bid part (1st electronic Envelope i.e. Technical Envelope)** on e-tender portal failing which the tender bid shall be archived unopened / rejected on e-tender portal at bid opening stage:

- (i) Bank Transaction details with UTR Number towards the successful e-payment for Tender Fee/EMD.
- (ii) DD/ Banker Cheque or Bank Guarantee (if not submitted through e-payment mode).
- (iii) Valid Udyam Registration Certificate for claiming exemptions from Tender Fee/ EMD, if bidder is under Micro & Small Enterprise category.

Moreover, Originals of Bank Instruments such as DD or BG towards Tender Fee or EMD/Bid Security respectively(if not submitted through e-payment mode), shall be submitted by bidder on any date on or before bid submission end date or **within 5 days** after bid submission end date, to DM (MMT-III), BSNL, C.O. 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi 110001, in a sealed envelope bearing the Tender number, Name of work, failing which the tender bid (if already opened on basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope) shall be rejected.

**Note-4:-A** Self-declaration (on a bidder Company Letter Head) by the authorized signatory is required stating that no addition/ deletion /corrections have been made in the offline document being submitted as compared to those submitted along with online bid. If any deviation is found, the bid may be liable to be rejected.

During tender process, BSNL's tender inviting authority may require the bidder to produce **original** copy of any document such as **Power of Attorney, Integrity Pact, Bid Form, etc.** submitted as scanned copy in the Technical bid part (1st electronic Envelope) on e-tender portal, which the bidder will have to comply with.

**5. Payment terms:**

- 5.1 Payment shall be made in Indian Rupees (INR) only.

5.2 No Advance payment shall be made.

5.3 **CGM of territorial circle shall be paying authority.**

5.4 **BSNL's portion of equity shall be paid after submission of PBG.**

## 6. **Verification of Eligibility Criteria Documents:**

Before placement of Purchase Order on the bidder, the documents submitted by the bidder against eligibility criteria (Clause-4, Section-1) will be verified by BSNL. For this purpose, the bidders shall be required to produce original documents for verification to office issuing APO. The PO will be placed on the vendor only after successful verification of the above documents, apart from fulfilment of other conditions of APO.

## 7. **Delivery Schedule:**

The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project Capacity shall be the date as on 12 months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.01.2024, then SCSD shall be 06.01.2025).

- i) SPV Formation and signing of PPA: Within 3 months of LoA
- ii) Furnishing of detailed plans, drawings & Bill of Material: Within a month of signing of PPA
- iii) Supply of 100% Material: Within 6 months of signing of PPA
- iv) Installation of Renewable energy installation: Within 9 months of signing of PPA
- v) Commissioning of renewable energy installation: Within 12 months of signing of PPA

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

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

10. **Short fall in Power produced:** (To be governed by terms of PPA).

10.1 Any delay in construction/expansion of CTU substation due to the reasons not attributable to and beyond control of successful bidder shall not attract any penalty.

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

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10.3 In case of default by the successful bidder towards fulfilling the obligation/liability as defined in Defect Liability Period i.e. 25 year (full contract period) the BSNL may cause the same to be made good by self / other party and deduct expenses, as applicable, from any sums that may be then or at any time thereafter, become due to the Successful bidder or from the CPS submitted by the successful bidder.

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

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

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

**11. Consignee:** - Being a complete turnkey project no consignee is stipulated , however power can be used by BSNL installation or to other buyer at the discretion of BSNL.

## **Section 3 Part A**

### **1. SCOPE OF WORK**

1.1: Tender is being called for group captive power generation where BSNL intends to purchase power from the group power generating partner / SPV company where BSNL will have 26% stake and power so generated will be fed to the grid and will be later used in various BSNL locations through DISCOM.

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

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

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

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

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

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

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

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

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

## **2 Invitation for Bids**

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

## **3. SPECIAL CONDITIONS OF CONTRACT**

### **3 Scope of Work**

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

3.2 Land shall be provided by BSNL without any cost, installation and ownership of the Project, along with obtaining connectivity and necessary approvals and interconnection with the ISTS network/STU or InSTS network (as applicable) for supply of power to evacuation point, will be under the scope of the PD.

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

4 Total capacity offered :Selection of Solar / Wind Power Projects for a capacity has to be decided by bidder to provide maximum power to BSNL for utilization at its discretion or for sale to third parties.

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

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

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

## 6. Project Location

6.1 The Projects shall be installed at the locations given by BSNL land parcel free of cost. However, in case there is any tax liability on account of provision of land to SPV for setting up the project, same shall have to be borne by the successful bidder.

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

6.3 The Project Developers are free to change the Delivery Point up to the deadline for Financial Closure below :

Financial Closure or Project Financing Arrangements

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

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

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

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

## 7. Connectivity with the Grid

7.1 The Project should be designed for interconnection with the ISTS/InSTS in accordance with the prevailing CERC/SERC regulations in this regard. the PROJECT DEVELOPER may choose to interconnect the Project at the STU/InSTS substation at a minimum voltage level as per the applicable State regulations. The relevant provisions of the Tender , PPA and PSA documents referring to ISTS Substations as the Delivery Point shall also mean STU/InSTS substations or any point approved , wherever applicable. Similarly, reference to CEA regulations with respect to connectivity and synchronization with the grid will



also mean reference to the applicable SERC/State Government regulations for InSTS-connected Projects. For interconnection with the grid and metering, the PROJECT DEVELOPER shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA).

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

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

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

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

- i. Existing substations having available margin as indicated by the respective substation owner.
- ii. Existing substations/ substations under construction where augmentation is under process or plans for augmentation have been announced.
- iii. Substations approved under the updated plan made available by the CTU on its website, <https://www.ctuil.in/renewable-energy>, subject to availability of requisite margin for grant of connectivity.
- iv. Substations identified for RE capacity under para 3, 4, 5, and 9 of 'Transmission System for Integration RE Capacity by 2030' published by CEA on its website, [https://cea.nic.in/wp-content/uploads/psp\\_a\\_i/2022/12/CEA\\_Tx\\_Plan\\_for\\_500GW\\_Non\\_fossil\\_capacity\\_by\\_2030.pdf](https://cea.nic.in/wp-content/uploads/psp_a_i/2022/12/CEA_Tx_Plan_for_500GW_Non_fossil_capacity_by_2030.pdf), including subsequent revision therein from time-to-time.
- v. The substation being chosen in line with Sl. i, ii, iii, and iv above, should have a scheduled commissioning date on or before 30th June, 2028 project completion date. The Bidder is required to provide the proof in this regard at the time of bid submission, as part of Format 7.1 of the Tender .

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

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

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can be transferred to the ISTS substation through a common transmission line subject to the following conditions:

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

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

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

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

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

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

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

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

## 8 Energy Supply by the Wind/solar Power Developer

### 8.1 Criteria for Energy Supply

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

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

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

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

based on Wind and Solar at Inter-State Level”, each single WTG level data shall be provided by PROJECT DEVELOPER to CTU/GRID-INDIA, for all the turbines installed in the Project.

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

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

## 8.2 Shortfall in Energy Supply

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

## 9 Commencement of Power Supply

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

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

- i. Intimation regarding the timeline for commencement of supply of power from the Project.
- ii. Copy of CON-4 report submitted to CTU.
- iii. CEI/CEIG (as applicable) report containing approval for all the components, including WTGs, inverters, transformers, Transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the PROJECT DEVELOPER to obtain the certificate.

- iv. Approval of Metering arrangement/scheme from CTU/GRID-INDIA/ any other concerned authority as applicable
- v. Plant Layout, Plant (AC & DC) SLD
- vi. Affidavit certifying that the PROJECT DEVELOPER has obtained all the necessary approvals for commencement of power supply from the Project, and indemnifying BSNL against any discrepancies in the above details.
- vii. Affidavit from the PROJECT DEVELOPER certifying possession of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying BSNL against any discrepancies in the above details.(Not applicable)
- viii. Documents to establish the compliance of technical requirement as per PPA/Tender .
- ix. Invoices against purchase of the SPV/WTGs, Inverters/PCUs, WMS, and SCADA along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of WTGs and inverters at site along with certified summary sheet by the authorized signatory.
- x. In addition to the above, the PROJECT DEVELOPER shall provide coordinates of SPV/WTGs, details of storage systems (if any), RLMM certificates, insurance documents of Project, online monitoring facility as stated vide Clause 7, Annexure-B, of the Tender .

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

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

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

## **9.1 Part Commencement of Supply of Power**

Part Commencement of supply of power from the Project shall be accepted by BSNL subject to the condition that the minimum capacity for acceptance of first part shall be 50% of Project Capacity or 1 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power. However, in case of an ISTS-connected Project, first part for acceptance of commencement of supply of power shall be at least 5 MW. The projects can further commence supply of power in parts of at least 1 MW capacity; with last part as the balance capacity.

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

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

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- i. The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project Capacity shall be the date as on 12 months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.01.2024, then SCSD shall be 06.01.2025).
- ii. The maximum time period allowed for commencement of supply of power supply from the full Project Capacity with applicable penalty, shall be limited to the date as on 6 months from the SCSD or the extended SCSD (if applicable).
- iii. In case of delay in commencement of supply of power beyond the SCSD until the date as per Clause 9.ii above, as part of the penalty, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the Contracted Capacity that has not commenced supply of power. For example, in case of a Project of 240 MW capacity, if commencement of power supply from 100 MW capacity is delayed by 18 days beyond the SCSD, then the penalty shall be calculated as:  $PBG \text{ amount} \times (100/240) \times (18/180)$ . For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days.
- iv. For delay in commencement of power supply beyond the date as per Clause 9.2 above, the Contracted Capacity shall stand reduced to the Project capacity that has commenced supply of power until the date as per Clause 9.2.b.above, and PPA for the balance Contracted Capacity will stand terminated. Also, the PBG corresponding to the capacity which has not started commencement of power until the date as per Clause 9.2.ii above, shall be encashed on pro-rata basis.

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

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

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

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

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

Further, in case of delay in commencement of power supply from the Project on account of reasons solely

attributable to the PROJECT DEVELOPER, resulting in any liquidated damages/penalty levied on the Buying Entity including Transmission charges under the GNA Regulations and/or applicable regulation as notified by CERC, such damages/penalty shall be passed on to the PROJECT DEVELOPER.

## **11 Early Commencement of Supply of Power**

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

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

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

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

## **12-13 Deleted**

## **14 Project Scope & Technology Selection**

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

15 Not Used.

16 Clearances Required from the State Government and Other Local Bodies

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

a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.

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

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

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

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

17 Earnest Money Deposit (EMD) : Already covered

18 Performance Bank Guarantee (PBG): Deleted.

19 Deleted

20. Deleted

21 Power Purchase Agreement (PPA)

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 Financial Closure or Project Financing Arrangements

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

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

22.3 In case of default in achieving above condition as may be applicable within the stipulated time, BSNL shall be entitled to encash PBG/POI and may remove the Project from the list of the selected

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

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

23 Not Used

24 Shareholding by the Project Promoter

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

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

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

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

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v. Transfer of shares to IEPF.

vi. Issue of Bonus Shares.

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

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

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

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

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

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

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to Tender .

If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Wind Power plant development has to be submitted prior to signing of PPA.

ii. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.

iii. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. BSNL reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that Tender conditions have been complied with and the bidder will ensure submission of the same within the required time lines.

iv. Certified copies of annual audited accounts for the last financial year, i.e. FY 2023-24, or provisional accounts duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.

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v. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

vi. Covering letter of the Financial bid as per Format

26 Important Notes and Instructions to Bidders

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

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

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

26.4 Deleted.

26.5 Response submitted by the Bidder shall become the property of the BSNL and BSNL shall have no obligation to return the same to the Bidder.

26.6 Deleted.

26.7 Deleted.

26.8 Deleted.

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

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

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

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

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

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

26.15 The Central Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between PROJECT DEVELOPER and BSNL as

well as BSNL and buying utility(ies). Subject to the above, only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender .

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

## 27 Non-Responsive Bid

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

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

- (a) Non-submission of the requisite Cost of Tender and/ or Bid Processing Fee as mentioned in the Bid Information Sheet.
- (b) Response to Tender not received by the due date and time of bid submission.
- (c) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
- (d) Any indication of tariff in any part of response to the Tender , other than in the financial bid.
- (e) Non-submission of payment details against Cost of Tender and/or Bid Processing Fee.
- (f) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- (g) In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this Tender , then all these bids submitted shall be treated as non-responsive and rejected.
- (h) Non-submission or partial submission of EMD in acceptable form along with response to Tender .

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

## 28 Method of Submission of Response to Tender by the Bidder

### 28.1 Documents to be Submitted Offline

The bidder has to submit original of following documents offline.

- a. Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format attached). One EMD may be submitted for the cumulative capacity quoted by the bidder, or individual EMDs may be submitted for each Project.

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

The bidding envelope shall contain the following sticker:

E-Tender for setting ground based renewable power plant in vacant land parcel for supplying power to various BSNL Buildings

#### 29 Notice Board for Display

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

**\*\* Joint project of BSNL and ..... (Project developer name\*\* or any other information intimated by BSNL**

#### 30 Validity of the Response to Tender-Deleted

#### 31 Bid Preparation Cost :Deleted

#### ~~32~~ Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments: Deleted

#### 33 Right of BSNL to Reject a Bid

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

Note: In the event of cancellation of LoAs prior to signing of PPAs, bid processing fee will not be refunded.

#### 34 Post Award Compliances

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

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

### SECTION 4. QUALIFICATION REQUIRMENTS FOR BIDDERS

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

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

36.2 Any consortium, if selected as Successful Bidder for the purpose of supply of power to BSNL, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to Tender ) before signing of PPA with BSNL, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium

Agreement given at the time of submission of response to Tender . This shall not change till the signing of PPA and thereafter the combined shareholding of the Consortium Members in the SPV/Project Company shall not fall below 51% at any time prior to 01 year after SCSD, except with the prior approval of BSNL.

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

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

Scenario 1:

Min. 51% shareholding

Entity A (Project Company/SPV)

Scenario 2:

Min. 51% (or any other %) shareholding

Entity A (Intermediary)

Min. 51% shareholding

Entity B (Project Company/SPV)

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

### 37 Technical Eligibility Criteria

Mentioned in clause 4 Section –I above

38.1 and 38.2 Liquidity- deleted

**38.3** The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 37 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the Tender . In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.



38.4 For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other response to this Tender .

## **BID EVALUATION AND SELECTION OF PROJECTS**

39 Bid Evaluation: Deleted

40 Techno-Commercial Evaluation of Bidders (Step 1): Deleted

41 Financial Bid Evaluation (Step 2): Deleted

42 Reverse Auction (Step-3) \_ Not applicable in this tender

43 DELETED

44 Issuance of LoAs

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

44.2 Deleted

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

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

SECTION 6. Deleted

**Section 3 Part B TECHNICAL SPECIFICATIONS**  
**FOR SOLAR/Wind Plant FOR**  
**DESIGN, ENGINEERING, SUPPLY, ERECTION, TESTING & COMMISSIONING**

1

1 GENERAL

1.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Scope of work, Technical specifications, drawings and any other document forming part of this contract, wherever the context so requires.

1.2 Where any portion of the Special Conditions of Contract (SCC) is repugnant to or at variance with any provisions of the General Conditions of Contract (GCC), then unless a different intention appears, the provision of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract only to the extent such inconsistencies or variations in the SCC as are not possible of being reconciled with the provisions of GCC.

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

1.3 DEFINITIONS & INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

BIS shall mean Bureau of Indian Standards.

BOP shall mean Balance of Plant

BRS shall mean Bid Response Sheet

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

CAPEX shall mean Total capital cost of project.

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

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

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

Completion Certificate shall mean as defined in clause no. 9.18

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

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

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

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

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

CEIG means Chief Electrical Inspector

CERC shall mean Central Electricity Regulatory Commission

Common Facilities As defined at clause number

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

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

DLP shall mean Defect Liability Period

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

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

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

EBV shall mean Evaluated Bid Value

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

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

NOA shall mean Notification of Award issued by BSNL.

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

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

GST means Goods & Service Tax

IEC shall mean International Electro Technical Commission

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

IREDA shall mean 'Indian Renewable Energy Development Agency'.

KW means Kilo Watt.

KWh means Kilowatt Hours.

LCS means Local Control System

LOA means Letter of Acceptance issued by BSNL

LOI means Letter of Intent issued by BSNL

MBD shall mean Machine Break Down for insurance purpose.

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

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

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

MW shall mean Mega Watt

Nacelle Assembly shall mean set of generating equipment consisting of Gear Box and Generator.

NIWE shall mean National Institute of Wind Energy

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

NISE shall mean National Institute of Solar Energy

NREL means National Renewable Energy Laboratory, USA

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

OAT shall mean Operational Acceptance Test

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

OEM shall mean Original Equipment Manufacturer

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

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

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

PV Photovoltaic

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

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

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

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

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

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

PT means potential transformer meant for measurement of voltage

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

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

PGT means Performance Guarantee Test

QCA means Qualified Coordinating Agency

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

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

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

executors and permitted assigns.

SCADA means Supervisory Control And Data Acquisition system

SCOD shall mean Scheduled Commercial Operation Date of Wind/Solar/Hybrid Project

BSNL shall mean Bharat Sanchar Nigam Limited

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

SPSS shall mean Skid mounted Packaged Substation

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

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

Stabilization period shall mean time required for fine tuning of WTG and is considered as 60 days from date of commissioning.

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

SMB means String Monitoring Box

VAR means reactive power

VCB means Vacuum Circuit Breaker.

WBA shall mean Wheeling Banking Agreement

WTG shall mean Wind Electric Generator

Wind/Solar/Hybrid Project/Plant shall mean complete, fully functional and operational power generating station including related allied systems, HV lines with suitable transformer substation/s, protection system, metering system, control system, remote monitoring system and other necessary infrastructure such as approach roads, transmission lines from PSS to GSS/CTU/STU to enable the plant to deliver electric power to 132/220/400 kV or suitable approved voltage outgoing feeder upto interconnection/STU/CTU point.

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

purpose of contract.

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

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

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

"APPROPRIATE COMMISSION" shall mean as defined in the PPA.

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

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

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

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

"BUYING ENTITY" shall mean an End Procurer

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

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

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

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

- i. in the financial year in which the SCSD would occur, the Contract Year shall end on the date immediately before the SCSD and a new Contract Year shall commence once again from the SCSD and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
- ii. provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the PPA.



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

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

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

"DAY" shall mean calendar day.

"EFFECTIVE DATE" shall be the date as per Clause 21 of the Tender .

"EQUITY" shall mean Net Worth as defined in Companies Act, 2013.

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

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

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

"GROUP COMPANY" of a Company means

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

Provided that entities which have Government shareholding, financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds, sovereign funds and funds managed by National Investment and Infrastructure Fund Limited shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

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

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

"InSTS" means Intra-State Transmission System.

"ISTS" means Inter-State Transmission System.

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

"LEAD MEMBER OF THE BIDDING CONSORTIUM" or "LEAD MEMBER":

There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium. Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (one) year after the SCSD of the Project.

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

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

"LLC" shall mean Limited Liability Company.

"MEMBER IN A BIDDING CONSORTIUM" or "MEMBER" shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.

"MONTH" shall mean calendar month.

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

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

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

"PGCIL" or "POWERGRID" shall mean Powergrid Corporation of India Limited.

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

"PSA" shall mean the Power Sale Agreement signed between BSNL and Buying Entity .

"PROJECT" or "WIND/Solar POWER PROJECT" or "POWER PROJECT" shall mean the renewable energy generation facility owned by the PROJECT DEVELOPER, comprising Wind Power Generating systems, having a single point of injection into the grid at Inter- connection/Metering point at ISTS substation or in case of sharing of transmission lines, by separate injection at pooling point. Each project must also have separate control systems and metering. The Project shall include all units/WTGs/SPV, auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to BSNL.

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

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

of PPA with BSNL and supplying power under the PPA.

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

"PROMOTER" shall mean Promoter as defined in the Companies Act, 2013.

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

"Tender " or "Tender DOCUMENT" or "BIDDING DOCUMENT(S)" or "TENDER DOOCUMENTS" shall mean the "Request for Selection" document issued by BSNL including standard Power Purchase Agreement and standard Power Sale Agreement along with subsequent clarifications and amendments thereof, vide Tender No. BSNL/C&P/IPP/12/0002/24-25 dated .05.2024.

"SCHEDULED COMMENCEMENT OF SUPPLY DATE" or "SCSD" shall mean the date as indicated in Clause 9 of the Tender

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

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

"TOE" shall mean Tender Opening Event.

55 Deleted

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

57 "WEEK" shall mean calendar week.

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

#### 1.4 SCOPE OF WORK

The scope of work covered in this tender shall be as specified under Section-3 Part A of "Scope of Work", Technical Specification as per Section 3 Part B and as mentioned elsewhere in this tender document. It is, however, understood and confirmed by the Successful bidder that the scope as described in the bid document is not limiting in so far as the responsibilities of the Successful bidder shall include inter-alia, carrying out any and all works and providing any and all facilities those are required in accomplishing an operating system, complying fully with all requirements as are envisaged of it, complete in all respect and satisfying all Performance and guarantee requirements stated or implied from the contents of the tender document. The Successful bidder shall make all required liaisoning with the all agencies along with concerned power utilities for interconnection of the Solar/wind project with the Central/State Grid, so as to commence exporting the power generated from Solar project soon after its commissioning. The Successful bidder shall get approval and tested all required equipment (like CTs, PTs, ABT meter, etc) from the CTU/STU/Power Utility (if applicable) well before commissioning of the Solar/wind project so as to avoid any delay in commissioning and export of power.

The site ( land) will be provided by BSNL for project installation free of cost. However, any/all liability of tax on provision of land including GST on account of deemed lease or otherwise shall be borne by or

reimbursed to BSNL by the successful bidder.

#### 1.4.1 PLACEMENT OF ORDERS FOR AWARD OF CONTRACT- SOLAR PART/SOLAR PROJECT

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

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

#### 2.5 RESPONSIBILITIES OF THE SUCCESSFUL BIDDER

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

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

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

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

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

2.5.6 The Successful Bidder shall give details of competent & eligible manpower to be deployed at the site(s) for store management, installation, testing & commissioning of Solar Project.

2.5.7 Deployment adequate qualified manpower, cranes, special tools & tackles, required consumables, measuring & testing equipment. Arranging construction power, water and other utilities as required for installation and commissioning of the project.

2.5.8 To discharge obligations relating to retirement / Superannuating benefits to employees or any other benefit accruing to them in the nature of compensation, profit in lieu / in addition to salary, etc. for the period of service with the Successful bidder.

2.5.9 To commission the entire Solar/wind Project in good working condition.

## 2.6 SUCCESSFUL BIDDER/ SUCCESSFUL BIDDER'S OFFICE AT SITE(S)

2.6.1 During the execution of the contract, the Bidder shall ensure responsible person with authority to take decisions to be available at site(s). Such person deputed by the Successful bidder shall report to the BSNL/ BSNL's consultant/ Engineer in-charge, for smooth execution and timely commissioning of the work. The Successful bidder shall also provide and maintain a site office, at each site, for the use by the BSNL / its consultant / representative. Such office(s) shall be open at all reasonable hours to receive instructions, notices or other communications.

2.6.2 The Successful bidder shall be responsible for any misconduct/indiscipline by his employees or sub-Successful bidder /agent employee's. The BSNL reserves the right to ask for replacement of any person in case his performance is not satisfactory or in case of any misconduct. Successful bidder would have to replace the person within 1 week of such request. The Successful bidder shall abide by the instructions of the Engineer-in-charge, if given in this and all other regard.

2.7 DELETED

2.8 DELETED

## 2.9 STATUTORY APPROVALS FOR WORKS

2.9.1 All statutory approvals / permissions related to installation & commissioning of the solar/wind power project and carrying out its operation & maintenance (O&M) as may be required under applicable law, rules shall be obtained by the Successful bidder. All fees for such statutory approvals shall be borne by the Successful bidder.

2.9.2 The Successful bidder shall be responsible for interconnection of solar/wind power project with the CTU/STU grid, so as to export power from Solar/wind Project.

## 2.10 CONSTRUCTION CUM COMMISSIONING PERIOD

2.10.1 The successful bidder is required to complete the construction and commissioning of the entire Solar/wind Project within 18 months from the date of issue of Notification Of Award/Letter Of Award

2.11 OPERATION ACCEPTANCE TEST (OAT) : Not required

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

2.12.2 The test to prove the Performance Guarantee test shall be conducted at site by the successful bidder in presence of BSNL's/BSNL Consultant/ Engineer-In-Charge. This test shall be binding on both the parties of the Contract. The bidder, at free of cost, shall provide any special equipment, instrumentation tools and tackles required for successful completion of the Performance Guarantee Test. The bidder will start stabilization activities for WTG's which are to be completed within 60 days from Date of Commissioning of Wind Projects.

2.12.3 In case of non- achievement of the desired performance of the Solar Project, the bidder, in order to conform with requirements under the contract, shall take adequate measures, such as providing additional modules etc., to improve the performance of the plant at no additional cost to BSNL. Accordingly, CPS will be extended suitably till the successful demonstration of PGT. Additionally, the

Successful bidder shall be penalized for shortfall in energy generation as per Clause 9.27 of the SCC.

2.13 DEFECT LIABILITY PERIOD : Full period of contract

2.14 DELETED

2.15 CONTRACT PERIOD/ TIME SCHEDULE

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

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

2.15.3 The contract period of contract shall be 18 months from the date of NOA/LOA.

2.16 HANDING OVER – TAKING OVER : Successful bidder has to operate & maintain the plant for entire duration of PPA.

2.17 DRAWINGS & DOCUMENTS

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

2.18 COMPLETION CERTIFICATE

2.18.1 Date of commencement of energy supply shall be taken as date of commissioning of plant.

2.19 -2.21 DELETED

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

2.23-2.26 DELETED

2.26 PRICE REDUCTION SCHEDULE

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

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

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

## 2.27 PENALTY

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

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

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

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

The Successful Bidder shall guarantee the ceiling for Total Annual Average transmission Losses (in percentage of total generation) in evacuation system of electricity till the point of interconnection for the entire Solar project as a whole. Excess losses than the guaranteed above will be payable by Successful Bidder to BSNL at Rs. 5.10/kWh, which shall be deducted from any sums that may be then or at any time thereafter, become due to the Successful bidder or from the CPS submitted by the successful bidder.

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

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

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

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

2.28 DELETED

2.29 DELETED

2.30 TRAINING : Not applicable

2.31 DELETED

2.32 NET ELECTRICAL ENERGY GENERATION GUARANTEE (NEEGG)

2.32.1 The successful Bidder shall be required to quote the Net Electrical Energy Generation Guarantee (NEEGG) for Twenty Five (25) years period at the interconnection point / metering point. The

successful Bidder shall give NEEGG and PR Ratio per annum after considering proposed configuration and all local conditions, solar insolation, wind speed and direction, air temperature & relative humidity, barometric pressure, rainfall, sunshine duration, grid availability and grid related all other factors and losses due to near shading, incidence angle modifier, irradiance level, temperature loss, array loss, module quality loss, module array mismatch loss, soiling loss and various inverter losses etc. Annual CUF may also be intimated. Similarly estimated Annual Energy Production of the wind project shall also be submitted along with annual CUF.

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

- a) Contour plan for the area with boundary/ fencing details
- b) Layout of the plant & General arrangement
- c) Shadow analysis
- d) Technical Particulars of Quoted Solar PV module as per Bid response sheet and other equipment details required for Energy Generation.
- e) Solar Insolation Data, Solar Generator Area with details.
- f) Energy Simulation study and energy estimate using PVsyst / PV Sol etc. which are accepted at industry level

2.32.3 Bidder shall furnish data of NEEGG, for the identified/ considered land for offer-

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

2.32.5 The successful Bidder shall be responsible for achieving NEEGG. For any shortfall in NEEGG corresponding to the offer, the compensation shall be recovered from the successful Bidder as per Clause no. 2.27. The successful Bidder shall maintain the Plant equipment including its repair, replacement, overhauling, etc., so as to ensure guaranteed NEEGG per year, for which the BSNL shall pay the agreed O&M Contract Price and the applicable taxes. NEEGG guaranteed shall not be construed as limiting value of generation. The successful Bidder shall maintain such that maximum generation is achieved.

2.32.6 Deleted

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



following these conditions shall be summarily rejected.

2.33 DELETED

2.34 TESTS / INSPECTION

2.34.1 The Contractor shall ensure that all the major critical equipment (viz. Solar PV Module, Inverter, IDT, Cables, Power Transformer etc.) in shall be thoroughly tested at manufacturing units prior to dispatch in accordance with the standard practice of the manufacturer and the applicable standards. BSNL reserves the right to witness the tests on its own and/or along with BSNL's consultant and/or third party inspection agency (TPIA) at manufacturing units. Further, BSNL reserves the right to visit the facility to see overall manufacturing / assembling process. The final test certificates for the major critical equipment shall be submitted to BSNL for records.

However, such inspections shall not absolve the Contractor from the responsibility to provide performance guarantee/warranty.

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

2.34.3 Inspection shall be carried out on 10% quantity of the ordered Solar Modules. For HT / EHT Circuit Breakers manufacturers test certificate shall be submitted. All other items like cables, conductors, relays and associated equipment / components shall confirm to relevant international / national standards.

2.34.4 Deleted

2.34.5 After the award of work, the successful bidder shall furnish a complete list and details of all tests to be conducted on all major components.

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

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

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

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

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2.34.10 All the standard tests in accordance with applicable Standards adopted, shall be carried out at the manufacturer's works on the entire major component and their accessories, so as to ensure efficient operation and satisfactory performance of all the component / parts.

2.34.11 Deleted

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

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

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

2.34.15 If any item is not found conforming to standards during test / inspection, the same shall be replaced / rectified by Successful bidder without any cost to BSNL and shall be re-offered for inspection. In order to ensure longevity safety of the core equipment and optimum Performance of the system the successful bidder should use only genuine spares of high-quality standards as recommended by manufacturers (OEM).

2.34.16 Inspection and acceptance of the work as above shall not absolve the Successful bidder of any of his responsibility under this contract.

2.35 The Successful bidder shall arrange for all the necessary tools and tackles including crane, forklift etc. for carrying out all the maintenance work covered under this contract.

## 2.36 COMMON FACILITIES

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

## 2.37 RIGHTS OF COMMON FACILITIES

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

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

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

## 2.38 TRANSFER OF OWNERSHIP

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

This transfer of Title shall not relieve the successful bidder from the responsibility as specified under provisions of the Tender.

2.39 Statutory Charges like CEIG charges, meter testing charges, joint certification charges etc. or any other charges as maybe required to be paid to any statutory agencies after project commissioning shall be paid by the selected bidder well within due date and time. BSNL will be kept informed about such statutory payments on monthly basis.

#### 2.40 SECURITY

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

2.41 The Successful bidder shall carry out the breakdown maintenance immediately in case of breakdowns. Necessary additional technical and administrative support to O&M team shall be made available as and when required by the O&M team at no extra cost to BSNL. Bidder shall put best efforts to keep lowest breakdown and high up time of the WTG/SPVs.

2.42 BSNL gives highest priority to the safety standards. The successful bidder shall be responsible to fully comply with the safety standards and ensure safe operating conditions and safety of equipment. However, in case of any accidents, the successful bidder shall immediately report the accidents, if any, to the Engineer In charge & to all the concerned authorities as per prevailing law of the State showing the circumstances under which it happened and the extent of damage and / or injury caused. Successful bidder would be solely & fully responsible / liable to pay for any losses / damages / claims, etc. and BSNL will be fully indemnified for such losses / claims.

#### 3.17.1 DEFECTS AFTER TAKING OVER TILL COMPLETION CERTIFICATE

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

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

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

3.18 -3,19 Deleted

3.20-3.27 DELETED

### 3.28 PENALTY

3.28.1 The penalty shall be applicable over and above the Price Reduction Schedule as stipulated in clause no. 5.27.

3.28.3 In case of default by the successful bidder towards fulfilling the obligation/liability as defined in Defect Liability Period clause no. 5.14, the BSNL may cause the same to be made good by self / other party and deduct expenses, as applicable, from any sums that may be then or at any time thereafter, become due to the Successful bidder or from the CPS submitted by the successful bidder.

3.28.4 Deleted.

3.28.5 Deleted.

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

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

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

3.29 – 3.34 : Deleted

3.35.1 to 3 DELETED

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

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

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

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

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

3.35.9 All the standard tests in accordance with applicable Standards adopted, shall be carried out at the manufacturer's works on the entire major component and their accessories, so as to ensure efficient operation and satisfactory performance of all the component / parts.

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

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

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

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

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

3.36 -3.42 DELETED

## **SCOPE OF WORK (SOW)-WIND PROJECT**

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

#### 4.1 PROJECT LOCATION

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

#### 4.2 BASIC CONSIDERATIONS FOR LAND FOR WIND PROJECT

4.2.1 The land as offered by BSNL on as is where is basis should be utilized for the following purpose:

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

#### 4.2.2 Legal Requirements of Land

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

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

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

#### SCOPE OF WORK (DESIGN, ENGINEERING & SUPPLY)

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

#### 4.3 SITE CONDITIONS

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

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

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

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

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

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

#### 4.4 LOCAL CONDITIONS

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

4.4.2 It shall be understood & agreed that above factors have been properly investigated and considered while submitting the offer. No claim for financial or any other adjustments to contract price or completion

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time on account of lack of clarity of such factors shall be entertained.

#### 4.5 DESIGN, ENGINEERING, MANUFACTURING / PROCUREMENT / SUPPLY

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

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

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

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

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

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

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4.6 Deleted

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

- Bay extension at the existing CTU substation or as directed by CTU authorities shall be established by the successful bidder along with necessary control, protection, data communication and Tariff metering panels.
- All the interfacing works of the existing control power supplies, protection, control, data integration and display etc. in coordination with the respective Original Equipment Manufacturers (OEM), CTU authorities and BSNL shall be in the scope of the Successful bidder.
- The Bay extension and interconnection with grid and metering, the Contractor shall Co-Ordinate with CTU and conform to state/ centre Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

For clarification purpose: If CTU prefers to execute bay extension works under Deposit Contribution Works (DCW) basis on payment of estimated cost, the same shall be borne by the Successful bidder and shall be deemed to be included in the quoted LSTK contract rates.

4.8 SOURCES OF COMPONENTS

The bidder shall furnish the make and source of various components of the Wind project as per format given in the bidding document.

A3: SCOPE OF WORK (ERECTION, TESTING & COMMISSIONING)

The Scope of work of Erection, Testing & Commissioning covered under this section shall be the following read in conjunction with Technical Specifications and SCC. Anything not specifically mentioned hereunder but required for successful commissioning & handover of the ordered capacity shall be in bidder's scope.

4.9 STATUTORY APPROVALS

The bidders are required to obtain all necessary statutory approval/clearances, wherever required, from Government departments, clearances and permits as required for setting up the wind power projects, including but not limited to the following which shall be in scope of bidder only.

Water Requirement during construction, if required

- Power Requirement during construction, if required
- Airports Authority of India
- Pollution Control Board
- State/Central Renewable Energy Development Agency
- State/Central Power Utilities Viz. Transmission Company / Distribution Company
- Electrical Inspectorate (CEIG)
- Forest Department



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- No Objection (NOC)/ Environmental clearance (if applicable)
- MNRE clearances
- MoD clearances (if required)
- Mining Department
- Railway Approval (if required)
- PTCC Approval (if required)
- Other applicable permissions / clearances relevant for the offered site(s).
- Required applicable clearances from statutory bodies including clearance from army / air force, defence etc. shall be obtained by the Bidder / Contractor
- Any other approvals, permits, clearances/permissions etc. required for setting up of the wind power project (including connectivity), and/ or dedicated transmission network up to interconnection/ delivery point including those required from CTU, Government and local bodies.

**NOTES:**

- a) The above clearances, as applicable for the Project, shall be required to be submitted to BSNL prior to commissioning of the project. In case of any of the clearances as indicated above being not applicable for the said Project, the Bidder shall submit an undertaking in this regard, and it shall be deemed that the Bidder has obtained all the necessary clearances for establishing and operating the project. Any consequences contrary to the above shall be the responsibility of the bidder.
- b) The Bidder shall be required to facilitate BSNL to follow the applicable rules regarding project registration with the Central/State Nodal Agency in line with the provisions of the applicable policies/regulations of the central/State where the Projects are being located. It shall be the responsibility of the Bidder to remain updated about the applicable regulation & policy.
- c) The successful bidder shall ensure that application for all the necessary approvals, permits and clearances is submitted timely which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities so as to ensure that work is not affected/ delayed due to want of such approval on account of Bidder.
- d) Bidder setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances as early as possible to allow the time required by MoD to process the application and to ensure permission is granted before dispatch of equipment at the designated site.

Bidder to furnish the following information within 30 days after placement of NOA/ LOA, which is earlier, to BSNL:

- i. The complete list of statutory approvals which are required in the respective state,
- ii. The approvals already taken by the bidder and
- iii. The approvals yet to be taken by the bidder/BSNL.

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e) The bidders shall follow, in general, the latest "Guidelines for Development of Wind Power Projects" issued by MNRE from time to time.

4.10 Deleted

4.11 Deleted

4.12 POWER EVACUATION

4.12.1 The Successful bidder shall set up Wind Project including the transmission network up to the interconnection point at its own cost and in accordance to the provisions of tender. All approvals, permits and clearances required for setting up of the Project (including connectivity) and those required from State/Central Government and local bodies shall be in the scope of the successful bidder.

4.12.2 The successful bidder shall secure connectivity approval from CTU, for Power evacuation for the Wind Project Twelve (12) month before SCOD. Additionally, if the bidder offers a dedicated system to BSNL, in such a scenario, the PE connectivity will be solely in the name of BSNL.

4.12.3 The Successful Bidder to consider the complete scope of power evacuation up to CTU Sub-Station including required modification(s) at CTU/GSS. The date of commissioning will not be considered prior to inter connection of all the WTGs of Wind farm with the CTU.

4.12.4 All Statutory approvals including approval from CTU for transmission line from Pooling Substation (PSS) to CTU/GSS shall be in the scope of the Successful Bidder.

4.12.5 The WTGs should be integrated by installing Remote Terminal Unit (RTUs) so that the injection can be monitored at the connectivity substation by the SLDC on real time basis, and in accordance with the CERC orders from time to time.

4.12.6 The Successful Bidder shall procure & install complete metering system including CT / PT / ABT meters as per guidelines, act of CTU. Testing of these CT / PT / ABT meters shall be as per guidelines of CTU. Bidder shall bear all cost for successful installation, testing & commissioning of metering system as per guideline of CTU.

Any item not specifically mentioned but found essential for successful power evacuation and metering of wind project with full safety according to statutory requirements shall be deemed to be included in scope of work of the successful bidder.

4.12.7 Designing of Fault level of Substation located at Wind-Solar Hybrid project as well as transmission facility shall be based on recommendation of CTU.

4.12.8 The project should be designed for delivering power at CTU end.

7.12.9 The responsibility of getting the grid connectivity with CTU shall entirely be of the successful bidder.

4.12.10 Obtaining of necessary clearances and permits as required for setting up the Wind Power Projects is in the Successful Bidder's scope.

4.13 -4.14 Deleted

4.15 GENERAL

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4.15.1 To maintain all the facility accurate and up-to-date operating logs, records and monthly reports regarding Operation & Maintenance of the facility.

4.15.2 To perform or contract out and oversee the Performance of periodic overhauls or maintenance required for the facility in accordance with the recommendations of the original equipment manufacturer.

4.15.3 To maintain and up-keep control room, all approach roads & internal roads, tool room, stores, equipment, etc. in workable conditions.

4.15.4 The Successful Bidder shall ensure operation and maintenance of Power Evacuation facility of the offered wind project and WTGs up to CTU/Grid Interconnection point.

4.15.5 Supply of all spares, consumables, lubricants, hardware with necessary skilled manpower support required till commercial operation, stabilization, O&M period of the wind project and handing over to O&M contractor / BSNL. The Bidder shall ensure that OEM shall provide the support / spares for all equipment, for complete operational plant life i.e. 25 years along with undertaking certificate from OEM on its letterhead for supply of spares and service support.

4.15.6 Stocking of adequate spares at site for operation & maintenance of wind power project. List of such mandatory & critical spares to be provided.

#### 4.16 OPERATION AND PERFORMANCE MONITORING

4.16.1 Operation part consists of deputing necessary manpower required to operate the wind project at the optimum capacity.

4.16.2 Daily work of the operator in the wind project shall include logging the voltage, current, power factor, Active and Reactive Power output of the wind project, keeping batteries in healthy state, individual WTG's output data in every shift of the day. The operator shall also record failures, interruption in supply and tripping of different relays, reason for such tripping, duration of interruption etc. and inform BSNL of such interruptions with details without any delay. All the operational parameters of related to Wind, each WTG and power export etc. shall be visible through SCADA and this SCADA data shall be transmitted to BSNL's premises at Delhi etc. as per terms of the contract.

4.16.3 The successful bidder shall record daily and monthly energy output of each WTG.

4.16.4 Monthly Performance reports indicating turbine wise energy production, down time, capacity utilization factor, machine availability etc. shall be prepared for each WTG as well as for the complete wind project and furnished in soft mode to BSNL on 10th of succeeding month.

4.16.5 A daily report in standard format as per industry practice to be furnished by the bidder primarily comprising of energy generation, any breakdown etc.

4.16.6 Other than daily report, a consolidated quarterly report to be submitted which shall cover the records for Mean Time between Consecutive Failures (MTBF) and Mean Time between Consecutive Maintenance (MTBM).

4.16.7 Annual report of wind project will also be prepared on above points which shall be submitted in the month of April every year.

4.16.8 Such quarterly/annual reports shall have reporting of training conducted at site for HSE aspects,

near miss incidences, minor/major accidents and related compliances.

4.16.9 BSNL at its discretion may get the performance checked from an independent technical consultant at any point of time.

#### 4.17 PREVENTIVE MAINTENANCE

4.17.1 The successful bidder shall draw the preventive maintenance schedules, as recommended by OEM, and attend to the breakdowns keeping in view that the machine availability is always as per clause 6.12. A copy of such Preventive Maintenance Schedule shall be submitted to the BSNL. The successful bidder shall carry out the periodical / plant maintenance as given in the manufacturer's service manual and perform maintenance services for smooth running of the project. Such programme for all the equipment shall be prepared as per operating manuals of manufacturer's and shall be implemented in letter and spirits.

4.17.2 Maintenance of other major equipment involved in wind /SPVenergy project are step up transformers, overhead line equipment, switchgear outdoor 33 kV / 11 kV VCB kiosk(if required) and metering panel. Particular care shall be taken for outdoor equipment to prevent corrosion. Cleaning of the insulators shall also be carried out at every 3 to 4 months interval.

4.17.3 Resistance of the earthing system as well as individual earth resistance is to be measured and recorded minimum every six months or as per OEM schedule / instructions. If the earth resistance is high suitable prompt action shall to be taken to bring down the same within the limits.

4.17.4 Maintenance record is to be maintained by the successful bidder to record regular maintenance work carried out as well as any breakdown maintenance along with the date of maintenance, reasons for the breakdowns, steps taken for attending to the breakdown, duration of the breakdown etc.

4.17.5 Schedules will be drawn such that some of the jobs other than breakdown, which may require comparatively long stoppage of the WTG/SPV's, shall be carried out preferably during the non-windy/Non sunny season.

4.17.6 The Contractor will attend to breakdown jobs immediately for repair / replacement / adjustments and restore operations at the earliest during the currency of O&M Contract.

**Section 4 Part A****GENERAL INSTRUCTIONS TO THE BIDDERS (GIB)****1. DEFINITIONS:**

- a) **"The Purchaser"** means the CMD, Bharat Sanchar Nigam Ltd. (BSNL), New Delhi.
- b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- c) **"The Supplier" or "The Vendor"** means the individual or firm supplying the goods under the contract.
- d) **"The Goods"** means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- e) **"The Advance Purchase Order" or "Letter of Intent"** means the intention of Purchaser to place the Purchase Order on the bidder.
- f) **"The Purchase Order"** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **"Contract"** appearing in the document.
- g) **"The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- h) **"Validation"** is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- i) **"Telecom Service Provider"** means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators.  
**"Telecom Service Provider"** also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.  
In this tender, reference to TSP also cover Internet Service provider (ISP).
- j) **"Successful bidder(s)"** means the bidder(s) to whom the work in this tender is awarded.

**2. ELIGIBILITY CRITERIA:**

- 2.1 Refer to Clause 4 of Detailed NIT (Section 1)

**3. COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**4. DOCUMENTS REQUIRED**

- 4.1 The services required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or

submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

- 4.3 Compliance to eligibility Clause 4 Section-I, will be based on the supported documents submitted by bidders like copy of contract/ PO with commercial etc. and/or certificate from end user for satisfactory completion of work as per the aforesaid clause

## 5. CLARIFICATION OF BID DOCUMENTS

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing i.e. by Email as well as by FAX to the Purchaser as indicated in the **DNIT i.e. Section-1**. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **15 days prior to the date of opening of the Tender**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all prospective bidders and shall also be uploaded on CPP portal, as addendum, for all the prospective bidders who have downloaded the official copy of tender documents from CPP portal.
- 5.2 The format in which the clarifications are to be sent via E-mail (soft copy in Excel format), on e-tender portal is as under:

Sr. No.	Page No	Section (Name & clause No.)	Statement as per tender document	Query by bidder	Reason for Query

- 5.3 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the bid documents. Corrigendum issued by BSNL will be the part of bid document and it is to be submitted by the bidder while submitting the bid.

## 6. AMENDMENT OF BID DOCUMENTS

- 6.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.
- 6.2 The amendments shall be notified in writing through E-tender portal to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time (min 7 days) to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

**7. DOCUMENTS COMPRISING THE BID**

The bid prepared by the bidder shall ensure availability of the following components:

- a. Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10 of Section 4 Part A.
- b. Bid Security furnished in accordance with clause 12, Section 4 part A
- c. No deviation certificate as per clause 11 , Section 4 part A
- d. A Bid form and price schedule completed in accordance with clause 8 & 9 of section 4 part A

**8. BID FORM**

The bidder shall complete the bid form and appropriate Price schedule furnished in the Bid documents, indicating the services to be offered, brief description of the service quantity and prices as per Section-9 Part A.

**9. BID PRICES**

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Custom Duty, Goods & Services Tax (GST) etc. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the services it proposes to offer under the contract as per the price schedule given in Section 9 Part B. Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
  - 9.2 Prices indicated in the Price Schedule shall be entered in the price bid in requisite form.
  - 9.3 A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.
  - 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of services offered.
  - 9.5 "DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc., into account".
  - 9.6 The price approved by BSNL for procurement will be inclusive of levies and taxes as mentioned in clause 9.1 above subject to other terms and condition as stipulated in clause 21.2 of Section 4 Part A and clause 7 of Section 5 Part A of Bid-document.
- 10.** Check List of documents to be submitted with techno commercial BID.(section-11 of this tender document)

**11. DOCUMENT ESTABLISHING SERVICES CONFORMITY TO BID DOCUMENT**

Bidder shall submit No deviation Certificate as per proforma section 7(J)

**12. BID SECURITY/EMD**

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1 (DNIT).
- 12.2 The MSE bidders are exempted from payment of bid security:
- A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
  - The enlistment certificate issued by MSME should be valid on the date of opening of tender.
  - MSE unit is required to submit its monthly delivery schedule.
  - If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4 A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened(for manual bidding process)
- 12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security.
- 12.7 The bid security may be forfeited:
- If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
  - In the case of successful bidder, if the bidder fails to sign the contract in accordance with clause 28;

Note – the bidder shall mean individual company firm or the front bidder and its partner as applicable.

**13. PERIOD OF VALIDITY OF BIDS**

- 13.1 Bid shall remain valid for period specified in clause 2 of Tender information (Section 2) From the date of opening of bids prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

**14 FORMAT AND SIGNING OF BID**

- 14.1 The bidder shall submit his bid, online (in case of e-tendering) complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be



authenticated, using Digital Signature (in case of e-tendering) by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

**Note:-**The Purchaser may ask the bidder(s) to supply, besides original bid, additional copy of bids as required by him.

- 14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

#### **14.3 Power of Attorney**

- a. The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a **Notary public or registered** before Sub-registrar of the state(s) concerned.
- b. The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate. **A copy of resolution authorizing the concerned person by the Board of Director to execute power of attorney shall be attached.**
- c. In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney. A copy of the Partnership deed (first, last and relevant pages) duly attested by all partners shall be attached.
- d. Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- e. Any individual authorized in writing to execute Contracts or other agreements or commitments or **physically sign or digitally sign the bid documents etc.** on behalf of the bidder company shall be one of the power of attorney holders of the bidder company as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c) of Section-4 Part A of the tender document. **The letter of authorization shall be indicated by written power of attorney accompanying the bid.**

#### **15. SUBMISSION OF BIDS**

- 15.1 Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT.
- 15.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 of Section-I in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

#### **16. LATE BIDS**

No bid shall be accepted online by the Central Public procurement portal-® (CPP) after the specified deadline for submission of bids prescribed by the purchaser.

#### **17. MODIFICATION AND WITHDRAWAL OF BIDS**

- 17.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 17.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per Section 4 Part A clause 15.

17.3 No bid shall be allowed for modification subsequent to the deadline for submission of bids.

## **18. OPENING OF BIDS BY PURCHASER**

18.1 The purchaser shall open bids online (in case of e-Tenders) in the presence of the authorized representatives of bidders who chose to attend, at time & date specified in Clause 8 of DNIT (Section-1) on due date.

The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening.

18.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

(i) The bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids.

The CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority.

The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice.

(ii) The following information should be read out at the time of Techno-commercial bid opening:-

- a) Name of the Bidder
- b) Name of the item
- c) Submission of Bid security declaration, validity and acceptability
- d) Information in respect of eligibility of the bidder.
- e) Details of bid modification/ withdrawal, if applicable.

(iii) The following information should be read out at the time of Financial bid opening:-

- a) Name of the Bidder
- b) Name of the item
- c) Quantities/prices quoted in the bid
- d) Discount, if offered
- e) Taxes & levies

18.3 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

## **19. CLARIFICATION OF BIDS**

19.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

19.2 If any of the document required to be submitted along with the technical bid is found

wanting, the offer is liable to be rejected at that stage. However, the purchaser at its discretion may call for any clarification regarding the bid document within the stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining any further correspondence in this regard.

## **20. PRELIMINARY EVALUATION**

- 20.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 20.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted does not tally with its breakup quoted, the same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.
- 20.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 20.4 Prior to the detailed evaluation pursuant to clause 20, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 20.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 20.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

## **21. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

- 21.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to Section 4 Part A clause 20.
- 21.2 Evaluation of bids will be carried out on site wise basis.
- 21.3 The financial bids of only those bidders who are techno-commercially responsive shall be opened. The evaluation and comparison of these responsive bids shall be conducted based on the formula: (maximum assured energy generated multiplied by the maximum discount offered over the benchmark tariff). The bids will then be arranged in descending order of their evaluated prices (i.e. H1, H2, H3 and so on) for each site. In the event that two bidders have the same evaluated price, the bidder offering higher discount will be selected as H1.

21.4

- a) Duties, taxes & Cesses for which the firm has to furnish GST Challans / Tax Invoices will be indicated separately in the PO / APO.

- b) Suppliers should furnish the correct HSN / SAC classification /Customs tariff Head in the price Schedule. If the credit for the Duties, Taxes and Cesses under provision/rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.
- c) In case the Duties ,Taxes and Cesses which are not eligible for input tax credit as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage it is found that Credit for such Duties ,Taxes and Cesses is admissible as per provision of GST law, then the suppliers will be liable to refund the amount equivalent of such Duties ,Taxes and Cesses if already paid to them. The refund by vendor shall not be required if the credit can be claimed within the time limit prescribed under the applicable legislation and BSNL has all documents to claim such credit and BSNL has actually claimed such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit viz. upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.
- d) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/ Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/ Customs Tariff Head furnished against the particular tendered item by different bidders, differs from each other or the same is found apparently not furnished in accordance with GST Act/Customs Tariff notifications.
- e) If the supplier fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc. in respect of the Duties, Taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the firm
- (f) If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.
- (g) If the supplier does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, Place of Supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.

## **22. CONTACTING THE PURCHASER**

- 22.1 Subject to Section 4 Part A Clause 20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 22.2 Any effort by a bidder to modify his bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

**23. PLACEMENT OF ORDER**

- 23.1 The Purchaser shall consider placement of orders for commercial supplies only to those eligible bidders whose offers have been found technically and financially acceptable by the purchaser.
- 23.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz.L1/ L2/ L3 .....etc. keeping other levies & charges unchanged.

**24. PURCHASER'S RIGHT TO VARY QUANTITIES**

- 24.1 BSNL reserves the right to increase or decrease up to 25% of the quantity of services specified in the schedule of requirements without any change in the unit price and other terms and conditions at the time of award of APO.
- 24.2 Deleted
- 24.3 In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity

**25. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

**26. ISSUE OF ADVANCE PURCHASE ORDER**

- 26.1 The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 26.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the proforma 7(B) provided with the bid document at Section 7
- 26.3 In order to ensure the security of the network, bidder will be required to submit the signed Non- Disclosure Agreement as per proforma 7 (F) under section 7 of this tender document within 15 days of purchase order.

**27. SIGNING OF CONTRACT**

- 27.1 Deleted.
- 27.2 Clause 2 of Section 5 Part B maybe referred.
- 27.3 The PBG shall be extended for further period of 3.5 year at lease 6 month before PBG validity period every time till completion of project otherwise BSNL will be free to encash

the PBG...

## **28. ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of above mentioned clause 26 and 27 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

## **29. REJECTION OF BIDS**

- 29.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
- a. Clauses 12.1, 12.2 & 13.1 of Section 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
  - b. Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
  - c. Clause 11 of Section-4 Part A: If compliance as prescribed is not given, the bid will be rejected at the stage of primary evaluation.
  - d. While giving compliance to Section-5 Part A General Commercial conditions, Section-4 Part B Special Instructions to Bidders, Section-5 Part B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
  - e. Section-9 Part-B Price Schedule: Prices are not filled in as prescribed in price schedule.
  - f. Section-4 Part A clause 9.5 on discount which is reproduced below: - "Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account"
- 29.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 29.1(a), 29.1(b) of Section-4 Part A, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 29.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 29.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and

feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

- 29.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

### **30. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.**

In case of default by Bidder(s)/ Vendor(s) such as

- a) Does not offer services in time;
- b) Services does not perform satisfactory in accordance with the specifications;
- c) Or any other default whose complete list is enclosed in Appendix-1. Purchaser will take action as specified in Appendix-1 of this section.

### **31. Near Relationship Certificate:**

- 31.1 The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm, certificate will be given by the proprietor. For partnership firm, certificate will be given by all the partners. In case of Limited Company, certificate will be given by all the Directors of the company **excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central**. Due to any breach of these conditions or incorrect declarations by the bidder company or firm or any other person, the tender/bid submitted will be cancelled and bid security will be forfeited at any stage when it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 31.2 The company or firm or the person will also be debarred for further participation in the concerned unit. Unit shall be taken as following:
- a) In case of any near relative of the bidder being a non-executive employee, the BSNL unit is defined as "Business Area"
  - b) In case any near relative of the bidder being executive (up to AGM/STS level) the BSNL unit is defined as "BSNL Circle".
  - c) In case any near relative of the bidder being higher executive (DGM/JAG or higher), BSNL unit is defined as "BSNL as a whole".
- 31.3 The near relatives for this purpose are defined as:-
- (a) Members of a Hindu undivided family.**
  - (b) They are husband and wife.**
  - (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).**
- 31.4 Please refer to the Proforma of Near Relationship certificate enclosed in Section 6 Part (B) of this Tender document.

**32. Verification of Document and Certificates**

The bidder will ensure that all the documents and certificates, including experience/ performance and self-certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Clause-1 of Appendix-1 of this section.

**33. Security Requirements/Agreement**

- 33.1 The Supplier shall enable the Purchaser to comply with Applicable Laws including but not limited to notifications, circulars etc. issued by DoT from time to time.
- 33.2 The Supplier recognizes and accepts that in order to make, maintain and ensure Purchaser's networks compliant with security related instructions and guidelines issued by the DoT from Time to time, complete cooperation and commitment of the Supplier is necessary. To help and address the business continuity, communication, security requirements and security management of Purchaser's network, the Supplier shall execute an agreement in the form as contained in Section 10 of the Tender Document before issuance of any APO by the Purchaser, subject to the guidelines issued by DOT as amended from time to time. It is clarified that the execution of such agreement shall be a condition to the effectiveness of the Advance Purchase Order. For complying with the requirements under Section 10, if any additional Hardware, Software & Services are required then the same may be quoted by the bidder as part of the bid, under the provision in Clause 5 of Section 4 Part B.

**33.3 Compliance with Licenses**

The Supplier shall assist and provide support as and when required to the Purchaser including the providing of information and documents to comply with the provisions of the Licenses, any amendments made thereto as well as any notifications, circulars, letters issued by DoT or any other Governmental Authority from time to time specially in relation to security clearance and lawful interception.

**33.4 Non-Compliance**

The Supplier, including their personnel, employees, associates and sub-suppliers shall be solely responsible for complying with the statutes, laws, regulations, subordinate legislation, administrative orders and instructions issued by relevant Government Authorities, regarding, but not limited to, environment, industrial relations, security and taxation, during the performance of their respective obligations under this Contract.

Without limiting the generality of the foregoing, the Supplier shall be responsible for compliance with the Applicable Laws and similar regulations applicable to its activities hereunder, at its own cost and expenses. In the event there is a delay by the Supplier which is solely attributable to Supplier in fulfilling its obligations under this Contract or any non-compliance or breach of obligations under this Contract by the Supplier due to which any Governmental Authority imposes sanctions on Purchaser, which results in financial and other liabilities on the Purchaser, the Supplier shall be liable to make good such loss immediately which has been suffered by the Purchaser.



**Appendix-1 to Section 4 Part A**

<b>Sr. No.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
A	B	C
1(a)	Submitting fake / forged a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD/ <b>PBG</b> ; b) Certificate for claiming exemption in respect of tender fee and/ or EMD; and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further Supplies / work & services except to make the already received material work/ complete work in hand.
	<b>Note 1:-</b> However, in this case the performance guarantee if alright will not be forfeited.	
	<b>Note 2:-</b> Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Goods and Services Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender.	
	(i) If detection of default is prior to award of APO	i) Rejection of Bid & ii) Action will be taken as per Section 6 Part A and Annexure- B. iii) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.

	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO , ii) Rejection of Bid & iii) Action will be taken as per Section 6 Part A and Annexure- B. iv) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
1(b) cont d.	(iii) If detection of default after receipt of PG/ SD (DD, BG etc.).	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned. iv) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(iv) If detection of default after issue of PO/ WO.	i) Termination/ Short Closure of PO/WO and Cancellation of APO  ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned. iv) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	<b>Note 3:-</b> However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	<b>Note 4:-</b> No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	

	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Action will be taken as per Section 6 Part A and Annexure- B.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	<p>i) Termination of PO/ WO.</p> <p>ii) Under take purchase/ work at the risk &amp; cost of defaulting vendor.</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	<p>i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable.</p> <p>ii) Under take purchase/ work for balance quantity at the risk &amp; cost of defaulting vendor.</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD.</p> <p>OR</p> <p>ii) If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price - price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>

5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD; OR</p> <p>ii) If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price - price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	<p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL.</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p> <p>c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p> <p><b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees.</p> <p><b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG &amp; SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner.</p> <p>ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>
7	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p> <p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p>	<p><b>i) Termination of PO/ WO.</b></p> <p><b>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</b></p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>

	<p>c) Tamper with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) Hack the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) Undertake any action that affects/ endangers the security of India.</p>	
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, if the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>

9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	<p>If the vendor does not return/ refuses to return BSNL's dues:</p> <p>a) inspite of order of Arbitrator.</p>	<p>i) Take action to appoint Arbitrator to adjudicate the dispute.</p> <p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p> <p>iii) Take legal recourse i.e., filing recovery suite in appropriate court.</p>

	b) inspite of Court Orders.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/Goods and Services Tax / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also be considered for Banning of business:</p> <p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 &amp; 4.2.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	<p>i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
<p><b>Note 7:</b> The above penalties will be imposed provided it does not clash with the provision of this tender.</p>		
<p><b>Note 8:-</b>In case of clash between these guidelines &amp; provision of invited tender, the provision in this tender shall prevail over these guidelines.</p>		
<p><b>Note 9:</b> Banning of Business dealing order on any vendor shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.</p>		

**Section 4 Part B****SPECIAL INSTRUCTIONS TO THE BIDDERS****1. INTRODUCTION**

- 1.1 The special instructions to bidders shall supplement the '**General Instructions to the Bidders**' as contained in Section 4 Part A and wherever there is a conflict, the provisions herein shall prevail over those in Section 4 Part A

**2. ELIGIBLE BIDDERS**

As per Clause 4 of Section 1 DNIT.

**3. TENDER EVALUATION**

- 3.1 As per clauses 21 of section 4 part A.
- 3.2 The price bid proforma details are available in Section IX Part B
- 3.3 Only Original Bid shall be considered for all evaluation purposes.

**4. Termination of services**

1. The purchaser reserves the right to terminate the services of the successful bidder by giving one month notice if the services are not found satisfactory as per the terms and conditions of the tender. In that case PBG of the bidder shall be forfeited.
- ii. If during the contract period, BSNL desires to discontinue the services of the bidder, then BSNL reserves the right to terminate the agreement after giving three months' notice to the bidder without assigning any reason. In that case security deposit and PBG of the bidder shall be refunded after clearing all dues pending on BSNL

**5. Extension of contract period**

Based on the performance of the successful bidder and mutual consent between purchaser and the bidder, the purchaser reserves the right to extend the contract after 05-year AMC (post warranty) for further up to 02 to 05 year with the same terms and conditions of the Tender.

**6. Public Procurement (PMI: Preference to Make in India) & Local Content (LC):**

Deleted

**7. Verification of Eligibility Criteria Documents.**

Before placement of Purchase Order on the bidder, the documents submitted by the bidder against eligibility criteria (Clause-4, Section-1) will be verified by BSNL. For this purpose, the bidders shall be required to produce original documents for verification to office issuing APO. The PO will be placed on the vendor only after successful verification of the above documents, apart from fulfilment of other conditions of APO.



## **Section 4 Part C**

### **E-TENDERING INSTRUCTIONS TO THE BIDDERS**

#### **1. General**

- 1.1 The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.
- 1.2 E-Tendering is a new methodology for conducting Public Procurement in a secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL has decided to use the portal <https://etenders.gov.in>. Submission of Bids only through online process is mandatory for this Tender. The bidders are required to submit soft copies of their bids electronically on the CPP Portal using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. For more information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in>

#### **2. Registration**

- 1) Bidders are required to enroll on the e-Procurement module of the central Public Procurement Portal (URL:<https://etenders.gov.in/eprocure/app>) by clicking on the link "**Onlinebidder Enrollment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate with signing key usage issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.

#### **3. SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other key words etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk

#### **4. Preparation of Bids**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

#### **5. SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the

details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer128bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## 6. ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**0120-4200 462/4001 002/4001 005**

International Bidders are requested to prefix +91 as country code

### **Email Support:**

For any issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

**Technical** – support-eproc@nic.in

**Policy Related** – cppp-doe@nic.in

**For any technical related queries please call at NIC Help Desk Number (between Monday to Friday, 9 AM to 5 PM)**

[CPPP-nic@nic.in](mailto:CPPP-nic@nic.in)

## 7. Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC issued by a Certifying Authority

(CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

## **8 Offline Submissions:**

The Bidder is requested to submit the original documents as per clause 4 of section 2 offline.

**Note:** The Bidder has to upload the Scanned copy of all the original documents referred in tender document in Techno-Commercial envelope during Online Bid-Submission.

### **Help Desk Nos of CPP Portal:**

**24x7 Help desk No. 0120-4001002,4001005,6277787 Mob: 07878007973**

**Email ID: cppp-nic@nic.in (Please Mark CC: support-nic@ncode.in)**

**Note 1:** In case of internet related problem at bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

**Note 2:** MSE bidders should declare their URC No. (Udyog Aadhar Memorandum Number) on Central Public Procurement Portal (CPPP) failing which such bidders will not be able to enjoy the benefits available to MSEs as contained in Public Procurement Policy for MSEs order 2012 issued by MSME.

**Note 3:** Bidder must ensure that after following above the status of bid submission must become-"Complete". Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files / folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only. In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence. If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

## **9 Other Instructions**

For further instructions, the vendor should visit the home-page of the portal (<https://www.eprocure.gov.in>), and check on "Help for Contractors" and "the Bidders Manual Kit". The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal.

**Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP.

Sometimes errors such as *Heap size error* in Java utility appears while uploading of large files. Following is suggested in such cases If trying to upload huge file size which is unable to upload:

a). Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Try to avoid to the possible extent in making of pdf files from images.

b). Pdf compressing software tools like smallpdf.com may be used for reducing size of pdf files and compressed bid documents may then be cross checked in all respects.

c) Increasing of JRE memory (procedure attached).

To modify the parameter, double click under the "Runtime Parameters" column and, type –

-Xms512m - That assigns 512MB memory for the Java.

-Xms1024m - That assigns 1GB memory for the Java.

-Xms2048m - That assigns 2GB memory for the Java.

-Xms3072m - That assigns 3GB memory for the Java, and so on.

Please note, it begins with a minus sign and ends to an m. Also note, there is no blank space between characters.

d) Using of machine with large RAM (8 GB and above) with good Internet connection/speed.

The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

- 9.1 Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on CPPP.
- 9.2 Register your organization on CPPP well in advance of your first tender submission deadline on CPPP
- 9.3 Get your organization's concerned executives trained on CPPP well in advance of your first tender submission deadline on CPPP
- 9.4 Submit your bids well in advance of tender submission deadline on CPPP (There could be last minute problems due to Internet time out, break down, etc.) While the first three instructions mentioned above are especially relevant to first- time users of CPPP, the fourth instruction relevant at all times.

**Note:** While the first three instructions mentioned above are especially relevant to first-time users of the **CPP-Portal**, the fourth instruction is relevant at all times.

## **10 Minimum Requirements at Bidders end**

- 10.1 Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP)
- 10.2 Broadband connectivity
- 10.3 Microsoft Internet Explorer 6.0 or above
- 10.4 Digital Certificate(s)

## **11 PRICE SCHEDULE :**

Utmost care may kindly be taken to upload price schedule / BOQ. Any change in the format of price Schedule/BOQ file shall render it unfit for bidding. Following steps may be followed: -

- 11.1 Download price schedule / BOQ Section-9 Part B in XLS format.
- 11.2 Fill rates in down loaded price schedule / BOQ as specified in XLS format only in blue background cells. Don't fill in white background cells.
- 11.3 BOQ Section-9 Part B file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
- 11.4 Save filled copy of downloaded Consolidated sheet / BOQ, price schedule / BOQ file, in your computer and remember its name & location for uploading correct file (duly filled in) when required.

## **12 TRAINING:**

No training will be given for participation in this tender.

- 13 In case there is any discrepancy between information entered in the electronic **BoQ form of Financial bid part** and that as per the document uploaded on e-tender portal, then information as per uploaded documents shall prevail over the information filled in the electronic form.(Not applicable)

**Section 5 Part A****GENERAL COMMERCIAL CONDITIONS OF CONTRACT (GCC)****1. General Conditions of Contract:**

The General Conditions of Contracts provide the terms and conditions applicable to the Supplier for the supply of Goods and the provision of Services.

**2. STANDARDS**

The Services supplied under the Contract shall conform to the standards prescribed in the Technical Specifications mentioned in Section-3 Part B.

**3. PATENT RIGHTS**

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods and/or Services or any part thereof in Indian Telecom Network.

**4. Adherence to Labour laws, safety procedures, rules regulations and restrictions**

4.1 Bidder shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder shall abide by these laws. Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

Bidder shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

**4.2 The following Labour laws should be adhered by the bidder:****Labour welfare Measures and workman compensation:****4.2.1 Obtaining License before commencement of work:**

The bidder shall obtain a valid labour license under the contract labour (R&A) Act 1970 and the contract Labour (Regulation and Abolition) Central Rules 1971. Before Commencement of work, and continue to have a valid license until the completion of Work. The bidder shall also abide by the provisions of the child labour (prohibition and Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of work.

4.2.2 Bidder Labour relations: The bidder shall ensure compliance of all the statutory obligations, viz. payment of wages / salary to the workers engaged by him on regular and timely basis (by 7th every month) and any other amounts including any statutory dues, charges, taxes and levies payable as per the relevant statutes applicable and subsequent amendment thereof and same should be sole liability of bidder and BSNL will not be liable in any circumstances whatsoever. The Bidder shall comply with the provisions of Employee State Insurance Act 1948, Workmen's Compensation Act, the employee Provident fund (and Family pension Fund) Act 1952, the payment of Bonus act 1963, the Industrial Disputes Act 1947, the payment of wages act, contract Labour (regulation & Abolition) Act 1970 with contract labour (R&A) 1971 and/or any other rules, regulations and / or statutes that may be applicable from time to time or that

may be introduced by central / state Government or Municipal/ local Self Government authorities, subsequent to the date of this agreement. Default on this account shall be deemed as sufficient ground for termination of the agreement. In case of accident arising out of and in the course of this agreement, BSNL being Principal Employer will not be responsible for payment of any compensation or under any other law. It will be the sole responsibility of the bidder for payment towards loss or compensation whatsoever.

4.2.3 The person engaged by bidder shall be treated as bidder's own employees and they will claim no privileges from BSNL. The bidder will be directly responsible for administration of his employee as regards their wages, uniforms, general discipline and courteous behavior.

4.3 **INSURANCE** - Without limiting any of his other obligations or liabilities, the bidder shall, at his own expenses, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The bidder shall also take out workmen's compensations insurance as required by law and undertake to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the BSNL may suffer or incur with respect to end/or incidental to the same. The bidder shall have to furnish originals and/or attested copies as required by the department of the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the BSNL may require.

#### 4.4 **COMPLIANCE WITH LAWS AND REGULATION**

During the performance of the works the bidder shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws, rules, regulations and orders and any other provisions having the force of law made of promulgated or deemed to be made or promulgated by the Government, Governmental agency or BSNL, Government of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law, By-laws, rules, regulations, orders and/or provisions. The bidder shall assume full responsibility for the payment of all contribution and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the bidder document.

If the bidder shall require any assignee or sub bidder to share any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the bidder agrees as to undertake to save and hold the BSNL harmless and indemnified from and against any/all penalties, actions, suits, loses and damages, claims and demands and costs ( inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the bidder or any assignee or sub-bidder to make full and proper compliance with the said by-laws, rules, regulations, laws and order and provisions as aforesaid.

4.5 In case BSNL takes over any activity completely, then that SLA will no longer be applicable and the weightage will accordingly be calculated. This will be decided by respective IN, Data Center In-Charge.

4.6 The Bidder should to the best of his efforts, avoid any change in the organization



structure proposed for execution of this contract.

4.7 The Bidder should ensure efficient knowledge transfer from his team to BSNL IN teams and adequate hand- holding period and training in order to maintain the continued level of service.

4.8 Service engineers / resources of the Bidder nominated for execution of this contract must strictly adhere to the guidelines / procedures of BSNL and make their services available at the IN, Data Centre.

4.9 The Bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and provision of services for all costs/charges in connection thereof.

4.10 The Bidder shall deliver in a proper and timely manner the work they are required to perform or to manage/supervise the work.

4.11 The Purchaser's Representative may at any time object to and require the Bidder to withdraw from the IN site any authorized representative or employee of the Bidder or any person(s) of the Bidder's team, if, in the opinion of the Purchaser's Representative the person in question has mis-conducted or his / her deployment is otherwise considered undesirable by the Purchaser's Representative.

4.12 The Purchaser's Representative may at any time object to and request the Bidder to withdraw from the IN Data Center Site any of Bidder's authorized representative including any employee of the Bidder or his team or any person(s) deployed by Bidder or his team for professional incompetence or negligence or for being deployed for work for which he is not suited.

4.13 The Bidder shall consider the Purchaser's Representative request and may accede to or disregard it. The Purchaser's Representative, having made a request, as aforesaid in the case of any person, which the Bidder has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the Bidder to remove that person from deployment on the work, which the Bidder shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Purchaser's Representative.

4.14 The Purchaser's Representative shall state to the Bidder in writing his reasons for any request or requirement pursuant to this clause.

4.15 The Bidder shall promptly support for resolution of the issues reported.

4.16 No access to any person except the essential members of the Bidder's Team who are genuinely required for execution of work or for carrying out Management / maintenance who have been explicitly authorized by the Purchaser shall be allowed entry to the IN, Data Centre. Even if allowed, access shall be restricted to the pertaining equipment of the Purchaser only.

4.17 The Bidder and their personnel/representative shall not alter / change / replace any hardware component proprietary to the Purchaser and/or under warranty or AMC of third party without prior consent of the Purchaser.

4.18 The Bidder and their personnel/representative shall not without consent of the Purchaser install any hardware or software not purchased / owned by the Purchaser.

**5. PERFORMANCE SECURITY**

**5.1** Clause 2 of Section 5 Part B may be referred.

**5.2** The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

**6. DELIVERY AND DOCUMENTS**

**6.1** Delivery of the services and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the services shall remain at the risk of the supplier until delivery has been completed. The delivery of the service shall be to the ultimate consignee as given in the purchase order.

**6.2** The delivery of the services and documents shall be completed within time frame stated in Section-2 (Tender information).

**7. PAYMENT TERMS**

Please refer to Clause 5 of Section-2 (Tender Information).

**Note: -**

- 1) If the supplier fails to furnish necessary supporting documents i.e. GST invoice/E-invoice etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.**
  - 2) Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR 1 and GSTR-3B uploaded by the supplier and the same is reflected in GSTR-2A/2B of BSNL on GSTN portal.**
  - 3) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).**
  - 4) BSNL can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.**
  - 5) In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.**
- 7.2** The balance payment shall be made within a period of 6 months from invoice date to ensure availability of input tax credit (ITC) & subject to condition that there are no damage/shortages. In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O.

Further, in case of any dispute on the payment to be made to the supplier, the same shall be settled on or before the month of September following the end of financial year to which the invoice pertains.

Additionally, in case the dispute is not settled due to any act of the supplier and input credit on the said invoice is lost by BSNL, the same shall be recovered from the supplier.

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- 7.3** Necessary declaration, statutory forms (if any) shall be provided by BSNL to avail concessional rate of tax wherever applicable on the request of the bidder as and when asked for.
- 7.4** The bidder has to give the mandate for receiving payment costing Rs.5 lakhs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/ Successful bidder/supplier. The bidder company is required to give the following information for this purpose:-
- a) Beneficiary Bank Name:
  - b) Beneficiary branch Name:
  - c) IFSC code of beneficiary Branch:
  - d) Beneficiary account No.:
  - e) Branch Serial No. (MICR No.):

## **8. PRICES**

- 8.1** Prices charged by the supplier for services performed under the contract shall not be higher than the prices quoted by the Supplier in its Bid except for variation caused by change in taxes/ duties as specified in Clause-8.2 mentioned below.
- 8.2** For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:
- (a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time
  - (b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.
  - (c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- 8.3** Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.

## **9. CHANGES IN PURCHASE ORDERS**

- 9.1** The Purchaser may, at any time, by a written order given to a Supplier, make changes within the general scope of the Contract in any one or more of the following:
- (a) The place of delivery; or
  - (b) The services to be provided by the Supplier.
- 9.2** If any such change causes an increase or decrease in the cost and quantity of, or the time required for the execution of the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any proposal by the Supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

## **10. SUBCONTRACTS**

The bidder shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in its bid. Such notification, in its original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

## **11. FORCE MAJEURE**

- 11.1** If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by

reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

**11.2** Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

**12. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.**

**12.1** In case of default by Bidder(s)/ Vendor(s) such as

- (a) Failure to deliver and/ or commission any or all of the services within the Time period(s) specified in the contract, or any extension thereof granted by the purchaser.
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;

Purchaser will take action as specified in Appendix-1 of Section 4 Part A.

**13. TAX INDEMNITY CLAUSE:** BSNL has the right to recover Input Tax Credit loss suffered by it due to any miss-declaration on invoice and/ or GSTN portal by the supplier.

**14. ARBITRATION**

**14.1 Arbitration (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprise)** (Not applicable in cases valuing less than Rs. 5 lakhs)

14.1.1 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

- (1) A party wishing to commence arbitration proceeding shall revoke Arbitration Clause by giving 60 days' notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- (2) The number of the arbitrators and the appointing authority will be as under:

<b>Claim amount (excluding claim for counter claim, if any)</b>	<b>Number of arbitrator</b>	<b>Appointing Authority</b>
Above Rs. 5 lakhs to Rs. 5 Crores	Sole Arbitrator to be appointed from a panel of Arbitrators of BSNL.	BSNL, (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3 <sup>rd</sup> arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

- (3) Neither party shall appoint its serving employee as arbitrator.
- (4) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.
- (5) Parties agree that neither party shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- (6) Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is up to Rs. 5 crores.

**[29B. Fast track procedure –**

- (1) *Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).*
- (2) *The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.*
- (3) *The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-*
- (a) *The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;*
- (b) *The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;*
- (c) *An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;*
- (d) *The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.*

- (4) *The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.*
- (5) *If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of Section 29 A shall apply to the proceedings.*
- (6) *The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.***]
- (7) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of claim and counter claim	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
Upto Rs. 5 crores	Within 6 months (Fast Track procedure)
Above Rs. 5 crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

- (8) In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.  
In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.
- (9) The Arbitration proceeding shall be held at New Delhi or Circle or DC Headquarter (as the case may be).
- (10) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

**14.2 Arbitration (Applicable in case of Contracts POs, APOs, Tenders, Eols, etc. between BSNL and Central/State Government (s) as the case may be in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises).**

- 14.2.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in- charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose

decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

- 14.2.2 Further, with regard to already signed/existing contracts, existing Arbitration clause for sole arbitrator can be invoked in case the parties waive, subsequent to disputes having arisen between them, the applicability of sub-section (5) of section 12 by an express agreement in writing.

#### **14.3 APPLICABLE LAW AND JURSDICTION**

- (a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.
- (b) Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

#### **15. SET OFF**

Any sum of money due and payable to the supplier (including performance guarantee deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier.

But if supplier set off the performance guarantee against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied."

#### **16. INTIMATION OF SUPPLY STATUS**

The successful bidder, who is given Purchase Order, must give the details of the supplies made against all the Purchase Orders every month on the first working day of the following month to MM and the concerned Planning Branches of BSNL.

#### **17. FALL CLAUSE**

- 17.1** The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 8.1 of Section 5 Part A. Further, if at any time during the contract

- (a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service;

**and /or**

- (b) The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.

- 17.2** The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the

right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

**17.3** The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period."

**17.4** In case under taking as in Clause 17.3 is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

## **18. COURT JURISDICTION:**

**18.1** Any dispute arising out of the tender/bid document/evaluation of bids/issue of APO shall be subject to jurisdiction of the competent court at the place from where the NIT/tender has been issued.

**18.2** Where a contractor has not agreed to arbitration, the dispute/claims arising out of the Contract/PO entered with him shall be subject to the jurisdiction of the Competent Court at the place from where Contract/PO has been issued. Accordingly, a stipulation shall be made in the contract as under:

**"This Contract/PO is subject to jurisdiction of Court at place from where Purchase order has been issued.**

*Note: - Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.*

## **19. Security Requirements:**

1. The Supplier shall enable the Purchaser to comply with Applicable Laws including but not limited to notifications, circulars etc. issued by Government of India (GoI) from time to time.
2. The Supplier recognizes and accepts that in order to make, maintain and ensure Purchaser's networks compliant with security related instructions and guidelines issued by the GoI from time to time, complete cooperation and commitment of the Supplier is necessary. To help and address the business continuity, communication, security requirements and security management of Purchaser's network, the Supplier shall execute an agreement in the form as contained in the section (10) of Tender Document before issuance of any APO by the Purchaser, subject to the guidelines issued by GoI as amended from time to time. It is clarified that the execution of such agreement shall be a condition to the effectiveness of the Advance Purchase Order.

### **19.1 Compliance with Licenses:**

The Supplier shall assist and provide support as and when required to the Purchaser including the providing of information and documents to comply with the provisions of the Licenses, any amendments made thereto as well as any notifications, circulars, letters issued by DoT or any other Governmental Authority from time to time.

### **19.2 Non-Compliance:**

The Supplier, including their personnel, employees, associates and sub suppliers shall be



solely responsible for complying with the statutes, laws, regulations, subordinate legislation, administrative orders and instructions issued by relevant Government Authorities, regarding, but not limited to, environment, industrial relations, security and taxation, during the performance of their respective obligations under this Contract. Without limiting the generality of the foregoing, the Supplier shall be responsible for compliance with the Applicable Laws and similar regulations applicable to its activities hereunder, at its own cost and expenses. In the event there is a delay by the Supplier which is solely attributable to Supplier in fulfilling its obligations under this Contract or any non-compliance or breach of obligations under this Contract by the Supplier due to which any Governmental Authority imposes sanctions on Purchaser, which results in financial and other liabilities on the Purchaser, the Supplier shall be liable to make good such loss immediately which has been suffered by the Purchaser.

**19. GST INVOICE:**

- 19.1 The invoice raised by the supplier shall be in compliance with GST Acts, rules and notifications issued there under.
- 19.2 Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and within the time prescribed under GST Acts, rules and notifications issued there under.
- 19.3 In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in reasonable time to enable the supplier to issue credit note.
- 19.4 It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default or non-compliance by the supplier, the supplier shall indemnify BSNL in respect of all such claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such default or non-compliance. BSNL at its discretion may also withhold/recover such an amount demanded and recovered by the authorities/state authorities from the pending payments of the supplier.
- 19.5 Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise
- 19.6 BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL
- 19.7 It is the responsibility of the supplier to ensure that place of supply and the GSTIN of BSNL are in the same state. If for any reason they are not in the same state, the supplier shall intimate to BSNL and give adequate time before raising of the invoice.
- 19.8 Supplier shall be responsible for timely issuance and delivery of invoice/Debit note/Credit note to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.
  - a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, than cost would be borne by supplier.
  - b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL of the loss of credit due to mismatch. The compliances to be adhered by supplier includes (but is not limited to) the following:
    - i. Uploading appropriate invoice details on the GSTN within the stipulated time;
    - ii. Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice.

- iii. Supplier needs to pay the entire self-assessed tax on timely basis.
  - iv. Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non- upload or incorrect upload of invoice details on GSTN is to be submitted by supplier. Such changes w.r.t. the mismatch are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier. In case of mismatch because of Supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.
  - v. Supplier to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w. r. t. GST charged by the supplier would be recovered from the supplier
  - vi. A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case supplier gets black listed during the tenure of BSNL contract, then supplier must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of supplier.
- 19.9 Refer Appendix-1 to Section 5 Part A for clause stating that all the details of supplier (name, address, GSTN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice
- 19.10 Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to-ship to scenario) shall have to be submitted.
- 19.11 It shall be the responsibility of the supplier to mention State of place of supply of goods/services in the invoice issued to BSNL.
- 19.12 As Government of India has made e-invoicing mandatory w.e.f.01.10.2020, accordingly the successful bidder shall follow the e-invoicing as per guidelines by GOI.

#### **20. Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

21 . "Notwithstanding anything contained in the NIT or elsewhere, *Upon the efflux of the period or termination of this Lease Agreement, whether by expiration or otherwise, the project developer/ bidder agrees to vacate the premises and transfer all rights, title, and interest in the land and structures back to BSNL, the land and any structures as provided to bidder/project developer at the time of handover by the BSNL and the same shall automatically deemed to be vested in BSNL without the need for any further action or documentation by either party.*"

22. Survival :The termination of this Agreement shall:

not relieve the Bidder , Concessionaire or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

23. Depreciation and Interest

- i. For the avoidance of doubt, the Authority shall not in any manner be liable in respect of any claims for depreciation to be made by the Concessionaire under the Applicable Laws.
- ii. Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.

## 24. Waiver of Immunity

Each Party unconditionally and irrevocably:

- A. agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- B. agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- C. waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- D. consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

### Appendix-1 to Section-5 Part-A

Sr. No.	Particulars for 'Input invoice'
1	Name and registered address of the supplier
2	GST registration number of supplier
3	Name of BSNL entity

4	'Bill to' and 'Ship to' address of BSNL
5	GST registration number of BSNL
6	Date of Invoice
7	Invoice Number
7A	IRN and QR Code
8	Place of Supply (including state)
9	Type of Tax (CGST,SGST and IGST)
10	Rate of Tax
11	Value of goods/ service and type/ rate/amount of tax should be separately mentioned
12	Quantity of goods
13	Total value of invoice
14	Description of supply of goods/service
15	HSN Code in case of goods
16	Accounting Code in case of service
17	In case invoice has more than one tax rates, rate of tax and amount of tax for each supply should be mentioned separately.

Sr. No.	Particulars for 'Receipt Voucher'
1	Name and registered address of the supplier
2	GST registration number of supplier
3	Name of BSNL entity
4	'Bill to' and 'Ship to' address of BSNL
5	GST registration number of BSNL
6	Date of document issued
7	Document Number
8	Place of Supply (including state)
9	Amount of advance taken
10	Type of Tax (CGST, SGST and IGST)
11	Rate of Tax
12	Quantity of goods
13	In case invoice has more than one tax rates, rate of tax and amount of tax for each supply should be mentioned separately.
<p>Note: Invoice issued at a later stage against receipt voucher to mention this document number.</p> <p>Refund Voucher to be issued against the advances received if no supply is made and no invoice is raised.</p>	

## Section 5 Part B

### SPECIAL COMMERCIAL CONDITIONS OF CONTRACT

The Special (Commercial) Conditions of Contract (SCC) shall supplement General (Commercial) Conditions of Contract (GCC)) as contained in Section 5 Part A and wherever there is a conflict, the provisions herein shall prevail over those in Section 5 Part A i.e. General (Commercial) Conditions of Contract (GCC).

#### 1. Service Qualification criteria

Bidder shall meet the service qualification criteria as per **Section-3 Part B**

#### 2. Performance Security / Performance Bank Guarantee

##### 2.1. Performance Security / Performance Bank Guarantee for Project delivery:

2.1.1 The Successful Bidder shall submit Performance bank Guarantee (PBG) @3% of the value of the Advance Purchase Order, within 14 days from the date of issue of the APO. Performance Security shall remain valid for a period of 3.5 years **from the date of issue of PBG.It shall be extended for 3-3 years subsequently till completion of work.**

2.1.2 In case a bid is submitted by bidder in consortium, the lead bidder will provide 50% PBG while the consortium partners shall provide remaining 50% PBG having a validity period of 3.5 years **from the date of issue.**

2.1.3 The performance security shall be in the form of Bank Guarantee or e-Bank Guarantee from Nationalized/Scheduled Bank in India (except Co-operative Banks), or Insurance Surety Bond from Indian Insurance Company drawn in favour of "DGM (MMP), Bharat Sanchar Nigam Limited, Corporate Office, New Delhi". The format of Bank Guarantee and Insurance Surety Bond is provided in Section 7. A copy of SFMS message from the bidder's PBG issuing bank should also be submitted with the PBG, as well as the time of renewal or extension, if any. Performance security may also be furnished in the form of DD/RTGS as per Bank details provided in Section-1 Of this document.

##### 2.2. AMC Performance Security / Performance Bank Guarantee for AMC:Not applicable

#### 3. Loading of financial Bid: - This clause not applicable

#### 4. Award of Contract (PLACEMENT OF ORDER)

4.1 BSNL will open and evaluate the financial bids of technically and commercially responsive bidders and prepare separate site wise list of such bidders arranged in descending order of their evaluated package prices starting from the Highest (i.e. H1, H2, H3 and so on) for the purpose of ordering against this tender.

4.2 The bidder with the Highest evaluated price (H1) for the formula (Maximum assured energy generated multiplied by maximum discount offered over benchmark tariff) for individual site will be considered for awarding the work.

4.3 The purchase order shall be issued by BSNL.

5. **Payment Terms, SLA and Penalty**– The provisions of penalty shall also be applied along with the **clause no 3 Section 5 Part C** of General Conditions of AMC and as LD charges as per Section 2 clause 8.

#### 6. Payment Terms & Delivery Schedule: **Given above**

#### 7. LD, SLA & Penalty:

The penalties for non-compliance of LD, SLA & Faults are governed as described in

Section 2 Clause 8, Section 5 Part C Clause 3.1 and Section 3 Part B Clause 10 respectively.

**8. Technical Support Centre:**

Successful Bidder shall require to have its Technical support centre in place to provide technical support to ensure smooth functioning of equipment. The Bidder shall submit details of location, number of personnel, facility to be made available at technical support centre in the Bid.

**9. Sub-Contracts:**

The bidder shall notify the Purchaser in writing of all subcontracts awarded under this contract, if not already specified in its bid. Such notification, in its original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

**10. Implementation Management:**

Successful Bidder shall detail the implementation methodology to be employed by Successful Bidder considering the scope of the work to be carried out as part of this tender.

**11. Safety Hazard**

The Successful Bidder shall ensure that any services carried out by them under this tender shall not become a safety hazard and is not in contravention of any statute, rule or regulation and public policy.

**12. Compliance to Applicable Law**

12.1 The successful Bidder shall execute an agreement, in the form as contained in section 10 of the Tender Document before issuance of any APO by the Purchaser, subject to the guidelines issued by DOT as amended from time to time.

12.2 Security Requirements:

- a) The Supplier shall enable the Purchaser to comply with Applicable Laws including but not limited to notifications, circulars etc. issued by DoT from time to time.
- b) The Supplier recognizes and accepts that in order to make, maintain and ensure Purchaser's networks compliant with security related instructions and guidelines issued by the DoT from time to time, complete cooperation and commitment of the Supplier is necessary. To help and address the business continuity, communication, security requirements and security management of Purchaser's network, the Supplier shall execute an agreement in the format as contained in Section 10 of the Tender Document before issuance of PO by the Purchaser. It is clarified that the execution of such agreement shall be a condition to the effectiveness of the Advance Purchase Order. The Supplier shall indemnify and hold harmless the Purchaser and its employees, agents, shareholders, directors, representatives, against any claims or penalty or consequence arising out of breach of the security related terms of the License as a result of breach or non-compliance by the Supplier with its obligations in this sub-Clause (b) or any separate agreement executed for this purpose.
- c) It is clarified that any expenditure incurred by the Purchaser for complying with security related provisions as prescribed under tender, in respect of all the network elements/equipments supplied under this tender, shall be borne by the Supplier concerned. In the event there is a breach of the security related provisions as prescribed under Applicable Laws, any penalty imposed by the DoT on the Purchaser shall be paid by the Supplier to the Purchaser. Further, any testing of Supplier's equipment including requirement of testing equipment shall be met by Supplier on his own cost.

**12.3 Compliance with Licenses:**

The Supplier shall assist and provide support as and when required to the Purchaser including the providing of information and documents to comply with the provisions of the Licenses, any amendments made thereto as well as any notifications, circulars, directions/regulations issued by DoT/TRAI or any other Governmental Authority from time to time specially in relation to security clearance and lawful interception.

**12.4 Non-Compliance:**

The Supplier, including their personnel, employees, associates and sub-suppliers shall be solely responsible for complying with the statutes, laws, regulations, subordinate legislation, administrative orders and instructions issued by relevant Government Authorities, regarding, but not limited to, environment, industrial relations, security and taxation, during the performance of their respective obligations under this Contract. Without limiting the generality of the foregoing, the Supplier shall be responsible for compliance with the Applicable Laws and similar regulations applicable to its activities hereunder, at its own cost and expenses.

In the event there is a delay by the Supplier which is solely attributable to Supplier in fulfilling its obligations under this Contract or any non-compliance or breach of obligations under this Contract by the Supplier due to which any Governmental Authority imposes sanctions on Purchaser, which results in financial and other liabilities on the Purchaser, the Supplier shall be liable to make good such loss immediately which has been suffered by the Purchaser.

**13. Indemnity Bond**

The Successful Bidder shall have to execute a bond as per section 7 (D) of this tender document to indemnify the BSNL from all statutory/legal liabilities towards all the personnel either employed by itself or in the rolls of its sub-vendors, who have been deployed for execution of various works against this project, that may arise due to various labour and other laws as specified by central/state from time to time. Further the engagement and employment of any personnel and payment of wages to them as per the existing provisions of various labour laws and regulations is the sole responsibility of the Bidder and any breach of such laws or regulation shall be deemed to be breach of this Contract.

**14. Incidental Damages**

Notwithstanding any of the other provisions contained in this Contract, the Bidder shall protect, defend, indemnify and hold harmless BSNL and its employees, officers, Directors, agents, or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursement) arising from 'or' relating to:

- a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, or regulator issued with respect to the product/services being supplied/provided under this Contract.
- b) Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment supplied under the Contract to the extent these are attributable solely to the poor quality or non-compliance of the product/services to the respective specifications.
- c) Any claims arising from the customers or other service providers, in connection with interruptions 'or' degradation of services due to non-availability of services beyond the stipulated time frame and solely attributable to the supplier of the product and services under this Contract.
- d) Any claim that the Equipment/Services/'or' any value addition component offered and supplied by the Supplier in this Contract, infringe any patent, trademarks or copyright of any third party.



- e) The Bidder shall furnish an unequivocal, unqualified and irrecoverable undertaking along with the Bid to the effect that;
- f) "During the Bidding process 'or' during the course of execution of the Contract 'or' at any stage thereafter, if it is found that the Bidder has fraudulently misrepresented any of the facts about the product/services etc being offered under the Tender/Contract, the Purchaser (BSNL) shall be free to claim a sum equivalent to damage as assessed by it subject to a maximum of the value of the tendered goods and services from the Bidder for such misrepresentation. The Bidder shall immediately on being told by BSNL pay such sum of money to BSNL. Quantum of damages under this clause assessed and levied by the Purchaser (BSNL) shall be final and not challengeable by the Bidder/Supplier".

**15. Compliance to Tender Clauses:** The bidder shall submit the clause by clause compliance of the Tender Document as mentioned in Section 4 Part A & B.

### **16. Third Party Vendor**

The purchaser recognizes the fact that the scope & extent of the work would necessitate the bidder to seek supply & services from number of third parties to complement his own supplies & services to meet the tender requirements. Notwithstanding the provisions contained in the tender, should there be a need arise to change the third party vendor, the substitute third party vendor shall, ordinarily, be from among those network element had qualified on technical evaluation. Such requests for change of third party vendor shall be considered only under exceptional circumstances and need to have the specific approval of BSNL.

### **17. Limitation of Liability -**

The aggregate liability inclusive for any consequential and indirect damages of the supplier under this tender shall be limited to 100% (one Hundred percent) of respective purchase order (contemplated by the tender) price.

### **18. Reporting**

- 18.1 Successful Bidder shall provide to BSNL, as part of Successful Bidder's monthly performance reports, a set of reports to verify Successful Bidder's performance and compliance with the Service Levels and Critical Deliverables, in a form and structure acceptable to BSNL.
- 18.2 Successful Bidder shall provide detailed supporting information for each Service Level performance report to BSNL, in a form and structure acceptable to BSNL.
- 18.3 BSNL may access such information online and in real-time, where technically feasible, at any time during the Term and Termination Assistance period, in a form and structure acceptable to BSNL. As a practice the hardware Performance Management tool shall be configurable for most of the service level parameters defined in the tender.
- 18.4 Successful Bidder shall provide draft Service Level posting on or before the fifth (5<sup>th</sup>) business day of the month following the completion of any Measurement Period, and shall provide the completed Service Level posting on or before the tenth (10<sup>th</sup>) business day of the month following the completion of any Measurement Period.
- 18.5 No post-reporting adjustment shall be made to any Service Level performance data or supporting information without BSNL's approval.
- 18.6 Successful Bidder shall maintain a log of all such Service Level change requests, including the nature of the Service Level change, BSNL approval with approver details, and Service Level change date.
- 18.7 Successful Bidder shall investigate and correct all Critical Priority Incidents and Problems, regardless of whether or not such Incidents and Problems constitute Service Level Defaults.

### **19. Exceptions**

If any events or periods that are measured as part of a Service Level are not successfully

achieved in accordance with the relevant performance standard specified in the Service Level, and Successful Bidder demonstrates that such failure is directly caused by any of the following, then such events or periods shall be disregarded for the purpose of calculating the relevant Service Level (and shall be excluded from both the numerator and the denominator for the purposes of calculating whether the Service Level has been achieved):

- a. During scheduled maintenance activities (i.e. build, releases, scheduled maintenance).

**Section 5 Part C**

**GENERAL CONDITIONS OF AMC**

**Section 6 Part A**

**UNDERTAKING & DECLARATION**

**For Understanding the Terms & Conditions of tender & Specifications of Work**

**A) Certified that:**

1. I/ We .....have read, understood and agree with all the terms and conditions, specifications included in the TENDER documents & offer to execute the contract at the rates quoted by us in the TENDER form.
2. If I/ We fail to enter into the agreement & commence the contract in time , the EMD/SD deposited by us will stand forfeited to the BSNL.

**B) The Bidder hereby covenants and declares that:**

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the TENDER offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD pending with BSNL. In addition, BSNL may debar the Bidder from participation in its future TENDERS.
3. No addition/ deletion /correction have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on website. In case of any correction/addition/alteration/omission in the TENDER document, the TENDER bid shall be treated as non-responsive and shall be rejected summarily

Date: .....

Signature of Bidder .....

Place: .....

Name of Bidder.....  
Along with date & Seal

**Self Declaration**

**(Annexure-A)**

**Certificate to be submitted by Bidders**

**(On Company's letter Head)**

**References:**

1. BSNL Tender Enquiry No. TE No. XXXXXXXXX issued on --/--/2022
2. Department of Expenditure Office Memorandums (OMs) No. 7/10/2021-PPD (1) dated 23rd February 2023 and its subsequent Clarification, if any

I, in capacity of authorized signatory of M/s.....having Regd. Office at ..... being a participant bidder in BSNL Tender Enquiry cited at reference 1 above, hereby declare that I have understood the clause regarding **Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017** on grounds of Defence of India and National Security, on procurement from a bidder of a country which shares a land border with India, issued vide OM cited at reference 2 above.

Further, I hereby certify that our Company is not from such a country which shares a land border with India and in light of conditions & restrictions imposed vide cited OMs, we fulfil all the requirements in this regard to become eligible to be considered further in the subject Tender Enquiry by BSNL.

Signature of Authorized Signatory

(Name)

Designation in Company

**Seal / Stamp of Company**

**Section 6 Part B****NEAR-RELATIONSHIP CERTIFICATE:**

(Format of the Certificate to be given as per the clause 31 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

*\* I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in any **BSNL Unit** as defined in the clause in the Tender Enquiry, on Near relationship.*

**OR**

*\* Following are the details of near relatives working with the BSNL.*

<i>S. No.</i>	<i>Name of the Relative</i>	<i>Designation</i>	<i>Name of the Unit (Office &amp; section of BSNL) where working</i>

*\* Strike off whichever is not applicable.*

*In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.*

*Signature of the Proprietor/ Partners/ Directors of the tenderer entity*

**Section 7 (A)**  
**Proforma for the BID SECURITY/ EMD Bank Guarantee**  
 (To be typed on Rs.100/- non-judicial stamp paper)

**Dated:** dd.mm.yyyy

**Sub: Bid Security/EMD guarantee**

Whereas M/s ..... office/at .....  
 (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs.  
 ...../- (hereafter known as the "B. G. Amount") valid up to ...../...../ 20....  
 (hereafter known as the "Validity date") in favour of DGM(MMT) BSNL CO, DELHI (Hereafter  
 referred to as BSNL) for participation in the tender of work of .....  
 ..... vide tender no. ....  
 Now at the request of the Bidder, We ..... Bank.....  
 .....Branch having .....  
 (Address) and Regd. office address as  
 ..... (Hereinafter called  
 'the Bank") agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or

from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 6. Notwithstanding anything herein contained:
  - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque or D.D. in favour of "AO(CASH),BSNL CO, NEW DELHI" payable at NEW DELHI.
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.
- 9. E-payment may be preferred. Accordingly, in case of E-payment to be made for BG encashed, Bank shall transfer the amount to Bank account as intimated by BSNL to Bank at that time.
- 10. The encashment/renewal of the guarantee will not be denied on grounds of change in the constitution of the Bank or the Contractor(s)/ supplier(s)/Purchaser.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubberstamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers.....

**Section 7 (B)****Format for the Performance Bank Guarantee**

(To be typed on Rs.100/- non-judicial stamp paper)

**Sub: Performance guarantee.**

Whereas **AGM (MM) BSNLCO NEW DELHI-01** office at .....  
 .....(hereafter referred to as BSNL) has issued an APO no..... Dated  
 ...../...../20..... awarding the work of ..... to M/s  
 ..... R/o .....(hereafter  
 referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour  
 of **AO BSNLCO NEW DELHI-01** of Rs ..... /- (hereafter referred to as "P.G.  
 Amount") valid up to ...../...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We ..... Bank  
 .....Branch having .....  
 (Address) and Regd. office address as  
 .....  
 (Hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained ;
  - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL under



this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

- 7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque or D.D. in favour of " **AO BSNLCO NEW DELHI-01**" payable at Pune.
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.
- 9. E-payment may be preferred. Accordingly, in case of E-payment to be made for BG encashed, Bank shall transfer the amount to Bank account as intimated by BSNL to Bank at that time.
- 10. The encashment/renewal of the guarantee will not be denied on grounds of change in the constitution of the Bank or the Contractor(s)/ supplier(s)/Purchaser.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....

**Section7 (C)**

**Format for Letter of Authorization for attending Bid Opening**

(To be typed preferably on letter head of the company)

**Subject: Authorization for attending Bid opening**

I/ We Mr. /Ms..... have submitted our bid for the tender no.  
..... in respect of .....(Item of work) which is due to open on  
..... (date) in the Meeting Room, O/o  
.....

We hereby authorize Mr. / Ms. ....& Mr. / Ms.....  
.....(alternative) whose signatures are attested below, to attend the  
bid opening for the tender mentioned above on our behalf.

.....  
Signature of the Representative

.....  
Name of the Representative

.....  
Signature of the alternative Representative

.....  
Name of the alternative Representative Above

Signatures Attested

Signature of Bidder/ Officer authorized to sign on  
behalf of the Bidder

**Note** 1: Only Two representative will be permitted to attend the Bid opening

2. Permission for entry to the hall where bids are opened may be refused in case  
authorization as prescribed above is not received.

**Section 7 (D)**

Indemnity Certificate on Letter head of firm

I .....  
S/o ..... certify that the payment of wages to the agencies/deployed manpower/consultants will be on time and this will not be linked with the payment by BSNL to me.

I will indemnify BSNL and its client organizations of all legal obligations of its staff deployed for the work.

BSNL and its client also stand absolved of any liability on account of that or injury sustained by the agencies/manpower/consultants during the work and also for any damages or compensation due to any dispute between the agency and its staff.

**Signature of the Bidder**

Name\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No.\_\_\_\_\_

Place:

Date:

**Section 7 (E)**  
**INTEGRITY PACT AGREEMENT**

INTEGRITY PACT

Between

Bharat Sanchar Nigam Limited (BSNL) / hereinafter referred to as "The Principal"

and

.....hereinafter referred to as "The Bidder/Contractor"

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ----- . The Principal values full compliance with all relevant laws, rules and regulations, and economic use of resources, and of fairness and transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- (c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 – Commitments of the Bidder(s)/Contractor(s)**

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during his participation in the tender process

and during the contract execution.

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contractor to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically and commit any offence **under Indian Penal code (IPC)/Prevention of Corruption (PC) Act.**
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidders/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - (e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other in connection with the award of the contract.
  - (f) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to **Independent External Monitors (IEMs)** and shall wait for their decision in the matter.
  - (g) To disclose and transgression with any other company that may impinge on the anti-corruption principle.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled

to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the defined procedure in BSNL Procurement Manual, **which is in-force on the date of Publication of tender.**

#### **Section 4 – Compensation for Damages**

(i) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

(ii) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to liquidated damages (LD) of the contract value or the amount equivalent to **Performance Bank Guarantee (PBG)** in addition to any other penalties/ recoveries as per terms and conditions of the tender.

#### **Section 5 – Previous transgression**

- (i) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

#### **Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors**

- (i) The principal will enter into agreements with identical conditions as this one with all Bidders/Contractors.
- (ii) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors, a commitment in conformity with this Integrity Pact.
- (iii) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section-7–Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to Chief Vigilance Officer.

**Section 8 – External Independent Monitor/Monitors**

1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access in all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the CMD BSNL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

Notwithstanding anything contained in this Section, the Bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s)/Contractor(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidders/Contractor(s) /Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on "Non-Disclosures of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the Independent External Monitor (IEM) shall inform CMD BSNL and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 4 to 6 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or report edit to the Corporate Vigilance Office, the Monitor may also transmit this

information directly to the Central Vigilance Commissioner, Government of India.

- 9. The word 'Monitor' would include both singular and plural.

**Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor xx months after the last payment under the contract, and for all other Bidders 6months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BSNL.

**Section 10 – Other provisions**

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.
- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership this agreement must be, signed by all partners.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid .In this case, the parties will strive to come to an agreement to their original intentions.
- 5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

-----  
For the Principal

-----  
For the

Bidder/Contractor Place..... Witness 1

:.....

Date .....Witness 2 :.....



**Section 7 (F)****Format of Non Disclosure Agreement (NDA)**

(To be typed on Rs.100/- non-judicial stamp paper)

This Agreement is made as of the ----- 2022 between **BHARAT SANCHAR NIGAM LIMITED (BSNL)** a Government of India Enterprise, having its Corporate office at Bharat Sanchar Bhawan, H.C. Mathur Lane, Janpath, New Delhi which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s -----

----- a company incorporated under the Indian Companies Act, 1956, and having its registered office at - - - - -

----- Herein after called "-----" which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the mutual business purpose of this particular project as specified in **Exhibit A** (the "Business Purpose"), BSNL and **M/s-----**

----- recognize that there is a need to disclose to one another certain information, as defined in para 1 below, of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party's disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party ("Confidential Information"). Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to one another for and during the Purpose, which a party considers proprietary or confidential ("Information"). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty(30) days of the initial disclosure.

2 M/s-----  
and BSNL hereby agreed at during the Confidentiality Period:

- a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of Information to third parties. The receiving party may, however, disclose the Information to its consultants and contractors with a need to know; provided that by doing so, the receiving party agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations.
- b) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing

I/779156/2024

Information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.

- 3 The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate:
  - a) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
  - b) has become generally available to the public without breach of confidentiality obligations of the receiving party; or
  - c) was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
  - d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
  - e) is disclosed with the prior consent of the disclosing party; or
  - f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
  - g) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
- 4 Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
- 5 Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.
- 6 Each party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
- 7 Access to Information hereunder shall not preclude an individual who has seen such Information for the purposes of this Agreement from working on future projects for the receiving party which relate to similar subject matters, provided that such individual does not make reference to the Information and does not copy the substance of the Information during the Confidentiality Period.

Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this Agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the Information.

- 8 As between the parties, all Information shall remain the property of the disclosing party. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.
- 9 Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
- 10 This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
- 11 That in case of any dispute or differences, breach & violation relating to the terms of the Agreement. The said matter or dispute, difference shall be referred to sole arbitration of Chairman and Managing Director (CMD) of BSNL or any other person appointed by him. That the award of the arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons what so ever, the CMD BSNL shall appoint another person to act as Arbitrator in place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. M/s ..... will have no Objection in any such appointment, that arbitrator so appointed is employee of BSNL. The said Arbitrator shall act under the Provisions of the Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment there of or any rules made thereof.
- 12 This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.
- 13 This Agreement will remain in effect for Six years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

**M/s \_\_\_\_\_ BHARAT SANCHAR NIGAM IMITED**

Signature: \_\_\_\_\_  
Printed Name:  
Name:

Signature: \_\_\_\_\_  
Printed

Title:  
Title :

**Exhibit A**

1. Business Purpose:
2. Confidential Information of M/s - \_\_\_\_\_
3. Confidential Information of Bharat Sanchar Nigam Limited(BSNL):
  - All information shared, in oral or in written form, by BSNL with M/s \_\_\_\_\_
  - Number of subscriptions, consumption pattern etc

M/s \_\_\_\_\_  
Signed

**Section 7 (G)****Template for Pre-Bid Queries**

Bidder shall submit all pre-bid queries in excel in the following format.

<b>Sr. No.</b>	<b>Page No</b>	<b>Section (Name &amp; clause No.)</b>	<b>Statement as per tender document</b>	<b>Query by bidder</b>	<b>Reason for Query</b>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

**Section 7 (H)****Format for Power of Attorney executed in favour of the Authorized signatory**

[To be executed on stamp paper of appropriate value]

**Power of Attorney**

Know all men by these presents, We, \_\_\_\_\_, having registered office at \_\_\_\_\_ (hereinafter referred to as the "Principal") do hereby constitute, nominate, appoint and authorize \_\_\_\_\_ son of \_\_\_\_\_ presently residing at \_\_\_\_\_ who is presently employed with us and holding the position/designation of \_\_\_\_\_ as our true and lawful attorney (hereinafter referred to as the "Authorized Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the submission of our proposal in response to the tender bearing the number \_\_\_\_\_ for Supply, Installation, Testing, Commissioning, AMC of Wire line - IN (SCP, SRP and Billing servers) and successfully migrate existing subscriber base to new system with upgraded servers and applications dated \_\_\_\_\_, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-Bid and other conferences and providing information/ responses to the Dy. General Manager (MM), ITPC BSNL Pune (hereinafter referred to as the "BSNL"), representing us in all matters before the BSNL, signing and execution of all contracts and undertakings/declarations consequent to acceptance of our Proposal and generally dealing with the BSNL in all matters in connection with or relating to or arising out of our Proposal for the said assignment and/or upon award thereof to us till the execution of appropriate Agreement/s with the BSNL.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Attorney pursuant to and in exercise of the powers conferred by this deed of Power of Attorney and that all acts, deeds and things done by our said Authorized Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

For  
(Signature, name, designation and address)  
[Please put company seal if required]  
[Notarize the signatures]

**Witnesses:**

1. (Signature, name, designation and address)
2. (Signature, name, designation and address)

Accepted by:  
(Signature, name, designation, address of the Authorized Attorney)  
[Notarize the signatures]

**Section 7 (I)**  
**Format for Self-certificate for non-black listing clause**

To,  
Tendering Authority  
BSNL

We confirm that our Company\_\_\_\_\_ has not been blacklisted/debarred with Ministry of Communication or BSNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all Central Ministries /Departments as per provisions of OM No. F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2<sup>nd</sup> Nov 2021 as on Bid submission date in the last 5 years preceding from the date of issue of NIT.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

**SECTION 7 (J)**  
**Format for No Deviation Certificate**

To,  
Tendering Authority  
BSNL

This is to certify that our offer is exactly in line with your tender enquiry (including amendments) no. \_\_dated\_\_\_\_\_.

This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorized Signatory)  
Signature:  
Name:  
Designation:  
Address:  
Seal:  
Date:



**SECTION 7 (K)**  
**UNDER TAKING/DECLARATION**  
**(About Payment Insulation)**

I/We undertake that I/we have sufficient capital resources to carry out operations and will make due payment to my/our firm's labourers/employees assigned to execution of the tender enquiry no. -----as per laws every month insulating it from payments from ITPC, Pune /BSNL. I/We also undertake to perform in faithful & efficient manner the work of this tender without linking it to payments from ITPC, Pune /BSNL.

Place: .....

Date: .....

Bidder's Signature: .....

Bidder's Name: .....

Name, Address & Seal of Firm: .....

**SECTION 7 (L)**

**Format for Self declaration regarding Local Content (LC) for Telecom Product, Services or Works**

Date:

.....S/o, D/o, W/o ....., Resident of  
.....do hereby solemnly affirm and declare as under:  
That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No. .... dated .....

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the department of Telecommunications, Government of India for the purpose of assessing the LC.

**Local Content claimed:** .....% age

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause 9 (f) of Public Procurement (Preference to Make in India) Order 2017.

I agree to maintain all information regarding my claim for LC in the Company’s record for a period of 2 years and shall make this available for verification to any statutory authorities.

- i. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued.
- iii. Telecom Product/Services/Works for which the certificate is produced.
- iv. Procuring agency to whom the certificate is furnished.
- v. Percentage of LC claimed.
- vi. Name and contact details of the unit of the manufacturer.
- vii. Sale price of the product.
- viii. Ex-Factory Price of the product.
- ix. Freight, insurance and handling
- x. Total Bill of Material.
- xi. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works.
- xii. List and total cost of inputs which are locally sourced. Please attach LC certificate from local suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly.

**For and on behalf of \_\_\_\_\_ (Name of Firm/Entity)**

Authorized signatory (To be duly authorized by the Board of Directors)  
<Insert Name, Designation and Contact No. and date>

**Section 7-(M)-'A'****Consortium Agreement**  
**(On Rs. 100 Non-Judicial Stamp Paper)**

In compliance to **Clause No.....of Tender No.dated**, a consortium has been formed on **<Date>** between **<Bidder's Name>** and <OEM name> to meet various eligibility conditions and experience criteria specified in the Tender No \_\_\_\_\_, dated\_\_\_\_\_.

It has been agreed among bidder and the consortium partner that **<Bidder's Name>** is designated to submit the Bid on behalf of this consortium and henceforth called as Bidder. "Lead Bidder" and the "Bidder" have been used interchangeably. It is also confirmed that both the members of the said consortium meet the eligibility conditions as specified in the above referred tender and have authorized the "Lead bidder" by way of duly executed power of attorney in his favour to act on their behalf.

It has been agreed that both the bidder as well as consortium partner shall furnish separate Performance Bank Guarantees (PBGs) for Purchase order (PO) as well as for AMC, each for an amount specified in the Section 5 B of tender.

It has also been agreed that the in its capacity as lead Bidder, **<Bidder's Name>** will interact with BSNL for all obligations.

1. 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.

2. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

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

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

3. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure and commencement of supply of power in terms of the PPA.

4. 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.

5. 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.

6. 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.

7. 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.

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

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

10. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to Tender .

The Lead bidder and consortium partner shall be liable for due performance of the contract jointly and

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severally, whereas the responsibility of Consortium Partner other than lead bidder, shall be limited to such Consortium Partner share of obligations in the contract for products and /or services as defined in the agreement signed between the Lead Bidder and Consortium Partner and is in accordance with the tender requirements.

The details of Bidder and consortium partner are as under:-

<Bidder Name>:-<Details containing Registered office & correspondence address>

<Consortium Partner >:-<Details containing Registered office & correspondence address>

:  
:

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be executed by their duly authorized officers as of the day first above written

For <Bidder's Name> Signature of Authorized Signatory Name:- Designation:- Contact Phone:- Email-ID:- Date:- Witness-1 Signature:- Name:- Designation:- Contact Phone:- Email-ID:- Date:	For<Consortium Partner> Signature of Authorized Signatory Name:- Designation:- Contact Phone:- Email-ID:- Date:- Witness-1 Signature:- Name:- Designation:- Contact Phone:- Email-ID:- Date:-
---	--

## Section 7-(M1)-'A'

**FORMAT FOR FINANCIAL REQUIREMENT**

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

**To**  
**Bharat sanchar Nigam Limited**  
**Janpath**  
**New Delhi - 110 001**

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

Dear Sir/ Madam,

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

This Net Worth has been calculated in accordance with instructions provided in Clause 4.2.B1 of the Section 1.

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

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

<b>Name of Bidding Company</b>	<b>Name of Affiliate(s) whose net worth is to be Considered</b>	<b>Relationship with Bidding Company*</b>	<b>Net Worth (Rs. Crore)</b>
<b>Company 1</b>			
<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**

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

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: INR  
----- Crore (Equity Commitment (%) \* Rs. [ ] Crore)

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

<b>Name of Consortium Member Company</b>	<b>Name of Affiliate(s) whose net worth is to be Considered</b>	<b>Relationship with Bidding Company * (If any)</b>	<b>Net Worth (Rs. Crore)</b>	<b>Equity Commitment (in %age) in Bidding Consortium</b>	<b>Committed Net Worth (Rs. Crore)</b>
<b>Company 1</b>					
---					
---					
<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*

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

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

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

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (Rs. Crore)
Company 1			
<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  
(To be filled by each Member in a Bidding consortium separately) Name of Member:  
[Insert Name of the Member]**

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

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

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (If Any)	Annual Turnover (Rs. Crore)	Equity Commitment (in %) in Bidding Consortium	Proportionate Annual Turnover (Rs. Crore)
Company 1					
---					
---					
<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

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

out if not applicable)

**(Signature & Name of the Authorized Signatory)**

**(Signature and Stamp of CA)  
Firm**

membership No. Regn. No. of the CA

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

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



**Section 7-(M)-'B'**  
**TEAMING AGREEMENT (Refer clause 4.16 of Section-1)**

**NOT APPLICABLE**

**Section 7(N) [Optional ]**  
**Format of Undertaking from OEMs**

To  
The Tendering Authority  
BSNL.

**Sub: Statement of Undertaking from OEM**

Ref: Submission of the Pre-Qualification bid for "....."

1. We, the undersigned OEM, having read and examined in detail all the bidding documents in respect of the above mentioned tender in respect to components(s) offered / supplied by us and as a gesture towards our commitment for continued support for our component(s) / solution do hereby declare as under:
2. We confirm that we would support the installation, commissioning, integration and maintenance of products offered/supplied to BSNL.
3. We hereby confirm that we would treat BSNL as a preferred customer and that resolution of all problems and issues reported to us in fulfillment of the abovementioned Tender would be undertaken by us on priority basis.
4. We here by confirm that the products/solutions being supplied to BSNL will not be declared end of sale for a minimum of 24 months from the date of its acceptance by BSNL and that we shall support the same for a minimum period of 7 years from the date of its acceptance by BSNL.
5. We hereby agree to supply and/or install all new releases, versions, any type of update, upgrade patch and/or bug fixes for the software or firmware from time to time at no additional cost to BSNL. Additionally, the documentation and training services associated with the component(s) shall be provided free of cost to BSNL.
6. We hereby confirm that our partner M/s \_\_\_\_\_necessary capability and training required to support our Product(s).
7. We hereby agree to abide by the General Terms & Conditions of this Tender and SLA being accepted by our partner M/s. \_\_\_\_ (Bidder) with BSNL. We further agree to provision the required critical spares/components at the designated sites of BSNL for meeting the uptime commitment.
8. In case of any change in our arrangement or terms of agreement with our partner M/s \_\_\_\_ (Bidder) for providing product support, we agree to maintain the level of support as desired by BSNL and as committed by our partner under the above mentioned Bid, without any financial liability to BSNL.
9. We hereby agree to provide to BSNL required assistance, consultancy and services beyond the defined scope of work to resolve issues under critical and unforeseen situations.

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10. We hereby confirm our commitment towards providing the necessary support and assistance in case of any problems / issues arising due to integration of our component/product(s) with any other component(s)/product(s) under the purview of the overall solution.
11. We hereby confirm that this undertaking is made in good faith and the aforesaid declarations are binding on us for the entire term of contract under the aforementioned Tender.

Thanking you,  
Yours faithfully

(Signature)

For and on behalf of: <OEM>Authorized Signatory

Name:

Designation:

Seal:

Date and Location:

**Note:** The Undertaking shall mandatorily be submitted in the format as specified here, and no Non-Conformity of the same shall be accepted by BSNL. However, minor non-conformities may be reviewed and approved by the TEC in its sole discretion.

**Section 7(O)****Format for essential information for application to NSCS**

1	Project Name	:	
2	Type of Project	:	1. New Roll Out 2. Expansion 3. Upgrade
3	Are your procurements from India registered vendor only for this project?	:	<input type="radio"/> Yes <input type="radio"/> No
4	Do you intend to procure from Non India registered vendor for this project?	:	<input type="radio"/> Yes <input type="radio"/> No
5	Remarks on the Project Criticality, if any,		
6	Details of Equipment:		
	Asset (one to be selected)	Equipment Name	Company Name/Vendor
			Product Name
			Model Name
	a) Access b) Customer Premises c) Support System d) Transport Core		Name of Contact person:  E-mail ID: Mobile No.

Note: Separate rows may be added for each Model of every product.

**Section 7(P)****FORMAT FOR BID SECURITY IN FORM OF INSURANCE SURETY BOND**

(To be submitted on non-judicial stamp paper of appropriate value)

**Insurance Surety Bond for Bid Security**

Whereas M/s ..... R/o .....  
 (Hereafter referred to as **Principal**) has approached us for giving a Surety of Rs. ..../- (hereafter known as the "**Surety Amount**") valid up to ...../...../ 20.... (hereafter known as the "**Validity date**") in favour of .....(e.g. DGM (MMT) BSNL CO, Delhi )(Hereafter referred to as **BSNL**) for participation in the tender of work of..... vide tender no. ....

Now at the request of the Principal, We ..... Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate office, .....and Registered/Head Office ..... (the "**Surety**") to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. We, the Surety, do hereby undertake to pay the amounts due and payable under this Surety without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said **Principal** of any of terms or conditions contained in the said tender Agreement or by reason of the **Principal's** failure to honour its bid submitted to perform the said works. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this Surety where the decision of the BSNL in these counts shall be final and binding on the Surety. However, our liability under this Surety shall be restricted to an amount not exceeding the "Surety Amount".
3. We, the Surety, undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the **Principal** in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the **Principal** shall have no claim against us for making such payment.
4. We the Surety, further agree that the Surety herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said tender Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said tender Agreement have been fully and properly carried out by the said **Principal** and accordingly discharge this Surety. Unless a demand or claim under this Surety is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this Surety thereafter.
5. We the Surety further agree with the BSNL that the BSNL shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said tender Agreement or to extend time of performance by the said **Principal** from time to time or to postpone for any time or from time to time, any of the powers exercisable by the BSNL against the said **Principal** and to forbear or enforce any of the terms and conditions relating to the said tender agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Principal** or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said **Principal** or by any such matter or thing whatsoever

which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 6. Notwithstanding anything herein contained:
  - (a) The liability of the Surety under this Surety bond is restricted to the “**Surety Amount**” and it will remain in force up to its Validity date specified above.
  - (b) The Surety shall stand completely discharged and all rights of the BSNL under this Surety shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 7. In case BSNL demands for any money under this Surety Bond, the same shall be paid through Banker’s Cheque in favour of “**AO (Cash) BSNL C.O. New Delhi**” payable at New Delhi or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.
- 8. The Surety declares that the below mentioned officer who have signed it on behalf of the Surety, have authority to give this Surety under its delegated power.

Place: .....

Date: .....(Signature of the Insurance Company Officer)  
Rubber stamp of the Insurance Company

Authorized Power of Attorney Number: .....

Name of the officer: .....

Designation: .....

Official Email ID:.....

Complete Postal address of Insurance Company: .....

Telephone Numbers .....

Fax numbers .....

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by BSNL.

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

**Section 7(Q)****Performance Guarantee Surety Bond**

(To be submitted on non-judicial stamp paper of appropriate value)

**To ,**  
 DGM (MMP) BSNL CO,  
 Delhi R/o Bharat Sanchar Bhawan,  
 Harish Chandra Mathura Lane,  
 Janpath, New Delhi-110001

Surety Bond No : .....  
 Surety Bond Issue dt : .....  
 Surety Bond Amt. : INR.....  
 Bond Valid upto : .....  
 Bond Claim Period : .....

Dear Sir / Madam,

Whereas .....( e.g. **AGM (MM)** BSNL CO, Delhi R/o MM cell, Bharat Sanchar Bhawan, Harish Chandra Mathura Lane, Janpath, New Delhi-110001)(hereafter referred to as **BSNL**) has issued an APO/AWO no. ....Dated.....awarding the work of ..... (the "Agreement")to M/s....., R/o..... (hereafter referred to as "**Principal**") and BSNL has asked Principal to submit a performance guarantee in favour of ..... (e.g. **DGM (MMP)** BSNL CO, Delhi) of INR ..... (hereafter referred to as "Bond Amount") valid up to dd.mm.yyyy(hereafter referred to as "Validity Date")

Now at the request of the Principal, We..... Insurance Company Limited,registered under the Insurance Act, 1938, withits Corporate office,.....and Registered/Head Office ..... (the "**Surety**")to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issuedvide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. The Surety do hereby undertake and assure to the BSNL that, if in opinion of BSNL the Principal in any way fails to observe or perform the terms and conditions of the Agreement or commits any breach of its obligations there-under, the Surety shall on demand and without any objection or demur pay to the BSNL such sum or sums up to an aggregate sum of the Bond Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Surety to pay the same.

3. Any such demand from the BSNL shall be conclusive as regards the liability of Principal to pay to BSNL or as regards the amount payable by the Surety under this Surety Bond. The Surety shall not be entitled to withhold payment on the ground that the Principal had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Principal and BSNL regarding the claim.

4. The liability of the Surety under this Surety Bond is restricted to the Bond Amount and this Surety Bond shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

5. The Surety further agrees that the BSNL shall have the fullest liberty without the consent of the Surety and without affecting in any way the liability of the Surety under this Surety Bond to vary any of the terms and conditions of the Agreement or to extend the time for the performance contained in the Agreement from any of the powers exercisable by BSNL against the Principal and to forebear from enforcing any of the terms and conditions relating to the Agreement and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to Principal or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Principal or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Surety.

6. In case BSNL demands for any money under this Surety Bond, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL CO" payable at New Delhi or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.

7. The Surety guarantees that the below mentioned officers who have signed it on behalf of the Surety have authority to give this Surety Bond under its delegated power.

Notwithstanding anything contained herein above:

- 1. Our Liability under this Surety Bond shall not exceed INR .....**(Rupees: ..... Only).**
- 2. This Surety Bond shall be valid upto.....(Validity date)
- 3. Further a claim period of **3( three)months** from the Validity date of the Surety Bond is available to make a demand under this Surety Bond. We are liable to pay the Bond Amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before ..... (Date of claim period if any).
- 4. At the end of expiry of the Validity Date (including claim period), unless an action to enforce the claim under this Surety Bond is initiated before the Court or Tribunal on or before 12 months after the expiry of the Validity Date (including claim period), all your rights under this Surety Bond shall stand extinguished and we shall be relieved and discharged from all our liabilities and obligations under this Surety Bond irrespective of return of original Surety Bond

Place: .....

Date: ..... (Signature of the Surety)

Rubber stamp of the Surety

Authorized Power of Attorney Number: .....

Name of the Surety officer: .....

Designation: .....

Complete Postal address of Surety: .....  
.....

Telephone Numbers .....

Fax numbers .....

Email ID (only official Email ID) .....

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom/ where the Surety Bond can be got confirmed by BSNL.

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

**Section 8**  
**BIDDER'S PROFILE AND QUESTIONNAIRE**  
 Tenderer / Bidder's Profile & Questionnaire  
 (To be filled in and submitted by the bidder)

**A) Tenderer's Profile**

1. Name of the Firm:.....
2. Present Correspondence Address.....  
 .....  
 .....  
 Telephone No. .... Mobile No ..... FAX No.  
 .....
3. Address of place of Works/ Manufacture  
 .....  
 .....  
 Telephone No..... Mobile No.....
4. State the Type of Firm: Sole proprietor-ship/partnership firm/ Private limitedcompany (Tick the correct choice).
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			
5.			

- 6 Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd Company):  
 .....  
 .....
- 7 Permanent Account No. : .....
8. Details of the Bidder's Bank for effecting e-payments:
  - (a) Beneficiary Bank Name:.....
  - (b) Beneficiary branch Name:.....
  - (c) IFSC code of beneficiary Branch.....
  - (d) Beneficiary account No:.....
  - (e) Branch Serial No. (MICR No.):.....
9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so state its Address  
 .....  
 .....
10. GSTN Registration Number(s) of all units/business places of the bidder vide which he intends to execute the contract, if awarded.

GSTN 1.....



I/779156/2024

GSTN 2.....  
GSTN 3.....  
and so on"

Place.....

.....

Date .....

Signature of contractor

Name of Contractor

.....

**Section 9 Part A****BID FORM**

**To** ..... From,  
 .....  
<complete address of the purchaser> ..... <complete address of the Bidder>  
 .....  
 .....

Bidder's Reference No:.....Dated.....

**Ref:** Your Tender Enquiry No .....dated .....

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. .... dated the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of .....days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We claim/ do not claim\* exemption from Tender Fee/EMD on being a Micro / Small \*\* Enterprise( for which we have submitted Udhya certificate)
5. We understand that you are not bound to accept the lowest or any bid, you may receive.
6. If our Bid is accepted, we will provide you with a performance guarantee also from a Scheduled Bank **(except Co-operative banks) or Insurance Surety Bond** for a sum as mentioned in section 5 Part B of tender for the due performance of the contract.
7. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
8. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your
9. written acceptance thereof in your notification of award shall constitute a binding contract between
10. us.
- 11.

We are happy to submit our technical offer as per the format for the following locations ( delete the sites for which not bidding) for the development of a Solar/Hybrid renewable energy power plant after visiting the sites or locations for its feasibility:

Sl. No.	Circle/State	Location of Land Parcel	City/Location	Total Area of Land (SQM)	EMD (Rs. Lakhs)	Whether EMD Submitted (Yes/No)
1	2	3	4	5	6	7
1	Gujarat TC	P&T Colony Compound at Satelite, Ahmedabad	Ahmedabad	61410	51	
2	Gujarat TC	P&T Colony Compound at Shahalam, Ahmedabad	Ahmedabad	22473	19	
3	Gujarat TC	Telecom Store Compound at Vatva GIDC Ph IV, Ahmedabad	Ahmedabad	17964	15	

4	Gujarat TC	P&T Staff Qtr. Compound at Gondal Road, Rajkot	Rajkot	16188	13	
5	Gujarat TC	TE Compound at Sachin(Goji), Surat	Village - Sachin(Goji)	30135	25	
6	Gujarat TC	Staff Qtr. Compound at Panjarapole, Surat	Village - Surat	27214	23	
7	Gujarat TC	TE Compound at Subhanpura, Vadodara	Vadodara	40458	34	
8	Karnataka TC	Bijapur SSA / Bagalkot / Navanagar S/Qtr	Bagalkot	20015	17	
9	Karnataka TC	Telephone Exchange Compound Kajubag karwar_M	KAJUBAG	17303	14	
10	Karnataka TC	Bijapur SSA / Bijapur / Rambhapur T/Exge S/Qtr	Bijapur	24288	20	
11	Karnataka TC	TE Compound Lady Hill Mangalore	Mangalore	39018.62	33	
12	Karnataka TC	BSNL S/Q Compound Sonarwada_M	SONARWADA	31273	26	
13	Maharashtra TC	P & T Colony Sahar	Sahar Village, Andheri (W), Mumbai	116531.5	97	
14	Maharashtra TC	TE Compound Canada Corner	Canada Corner	20152	17	
15	Maharashtra TC	P & T Colony No 1, Mulund (W)	Mulund (W), Mumbai	49202	41	
16	Maharashtra TC	P & T Colony No 2, Mulund (W)	Mulund (W), Mumbai	27388	23	
17	Maharashtra TC	P & T Colony, Vakola, Santacruz ( E )	Santacruz (E), Mumbai	74053	62	
18	Maharashtra TC	Juhu Danda, Santacruz (W)	Santacruz (W), Mumbai	137623.5	115	
19	Maharashtra TC	SAVEDI TELEPHONE EXCHANGE COMPOUND DIST AHMEDNAGAR	Ahmednagar	32400	27	
20	Maharashtra TC	BSNL T.E. AND S/Q COMPOUND, AMANKHA(KRISHINAGAR AKOLA)_M	AKOLA	20289	17	
21	Maharashtra TC	TE Compound Jilha Peth Near Head Post Office Jalgaon	Municipal Corporation Jalgaon	21480	18	
22	Maharashtra TC	CSD Compound on Amravati Road Nagpur	Nagpur	24290	20	
23	Maharashtra TC	WIRELESS COMPOUND 1 RECEIVING STATION S/Q Bldg Boriwali W	Boriwali	20000	17	
24	Maharashtra TC	TE Compound CIDCO,Nashik	Cidco	19500	16	
25	Maharashtra TC	ADMIN COMPOUND YAVATMAL_M	YAVATMAL	19111	16	

26	Maharashtra TC	TE Compound Satpur	Satpur	23622	20	
27	Maharashtra TC	TE Compound Upnagar	Upnagar	40500	34	
28	Maharashtra TC	TE and SQ Compound Alto Porvorim	ALTO-PORVORIM	22320	19	
29	Maharashtra TC	TE Compound Opp DRM Office Telegraph Office Road Bhusawal	Bhusawal	18686	16	
30	Maharashtra TC	TE and SQ Compound Wireless Transmission Station Bambolim	BAMBOLIM	92481	77	
31	Maharashtra TC	BSNL Exchange Compound, Chimur	Chimur	18486	15	
32	Rajasthan TC	ADMN BUILDING COMPOUND JHALANA DOONGRI JAIPUR	JAIPUR	24365.13	20	
33	Rajasthan TC	CTSD COMPOUND AT VKI AREA JAIPUR	JAIPUR	22451	19	
34	Rajasthan TC	TELECOM COLONY COMPOUND AT MALVIYA NAGAR JAIPUR	JAIPUR	43591.64	36	
35	Rajasthan TC	T E BLDG COMPOUND AT M I ROAD JAIPUR	JAIPUR	28328	24	
36	Rajasthan TC	TELECOM STAFF COLONY COMPOUND AT VIGYAN NAGAR, KOTA	KOTA	39193	33	
37	Rajasthan TC	OLD TE COMPOUND, MAN SINGH CIRCLE, BHARATPUR	BHARATPUR	18900	16	
38	Tamil Nadu TC	CTS COMPOUND, GREAMS ROAD, CHENNAI	Chennai	21282	18	
39	Tamil Nadu TC	Staff Quarters Compound at Thadagam Road	Tadagam	30129.33	25	
40	Tamil Nadu TC	TE Compound at HOSUR SIPCOT I_M	HOSUR	19877.29	17	
41	Tamil Nadu TC	BSNL Complex at Ram Nagar Extension, Thanjavur	Thanjavur	54567	45	
42	Tamil Nadu TC	D TAX/ CTO Compound, Trichy	Trichy	21225	18	
43	Tamil Nadu TC	TE Compound at Tallakulam-CTO, Madurai	Tallakulam	18665	16	
44	Tamil Nadu TC	Store and TE Compound at Melapalayam ,Palayamkottai._M	MELAPALAYAM	16273	14	
45	Tamil Nadu TC	TE & Staff Qtr. Compound at Moolapalayam, Erode.	Erode	16197	13	
46	Tamil Nadu TC	TE / Qtrs Compound at NEYVELI TS	Neyveli Township	16046	13	

47	Tamil Nadu TC	TE Compound at KRISHNAGIRI RSU_M	KRISHNAGIRI	15526.54	13	
48	Tamil Nadu TC	Staff Qtr. Compound at Kodaikanal Bear chola, Dindigul	Kodaikanal	14978.71	12	
49	Tamil Nadu TC	TE Compound at BHARATHIPURAM_M	DHARMAPURI	13480.93	11	
50	Maharashtra TC	BSNL Store Compound, MIDC Area, Chandrapur	Chandrapur	20366	17	
51	Maharashtra TC	BSNL Store compound, Sootgirni plot, LATUR_M	LATUR SOOTGIRNI	20234	17	
52	Tamil Nadu TC	TELECOM STORE COMPOUND AT PEYAMPATTI, KARAIKUDI_M	VILLAGE - PEYAMPATTI	20400	17	
53	Tamil Nadu TC	Staff Qtr. Compound at K.K Nagar-vacant, Madurai	K.K.Nagar	14169.14	12	
54	Maharashtra TC	Telecom Factory Deonar Mumbai	Mumbai	80218	67	
55	Maharashtra TC	Type-IV Sanchar Quarters, Dadar (W)	Dadar (W), Mumbai	18108.84	15	
56	Karnataka TC	BSNL RTTC Compound T.K.Layout Mysore City	Mysore	79833	67	
57	Maharashtra TC	Regional Telecom Training Centre RTTC ,Seminary Hill, Nagpur	Nagpur	29407.2	25	
58	Rajasthan TC	RTTC VKI AREA ROAD NO 14 JAIPUR	JAIPUR	161867.91	135	
59	Tamil Nadu TC	TE compound at coonoor_M	COONOOR	13725.64	11	
60	Tamil Nadu TC	TRAINING CENTRE COMPOUND AT MARAIMALAI NAGAR, RTTC	Chennai	139289.8	116	
61	Maharashtra TC	RTTC Compound Chinchwad Pune	Chinchwad Pune	101090	84	

Total sites bid for..... & Total EMD submitted.....

\*& \*\* Strike off which ever not applicable.

Signature .....

Name .....

Seal.....

Dated: ..... day of .....20...

Signature .....

Witness

Signature.....

Name .....

In the capacity of .....

I/779156/2024

Name .....

Address .....

Duly authorized to sign the bid for  
and on .....  
behalf of .....

SECTION 9(IX) PART B

## Financial/Price Bid

Price schedule for **setting ground based renewable power plant in vacant land parcel for supplying power to various BSNL Buildings**

Sl. No.	Circle/State	Location of Land parcel	City/Location	Total Area of Land (SQM)	Notional Capacity in MW	Benchmark Tariff (Rs/Unit)	Max. Assured Energy (To be quoted in MWh)	Tariff (to be quoted in Rs/Unit)	Discounted over benchmark tariff (Rs/Unit)	Total discount energy supplied over benchmark cost (Rs)
1	2	3	4	5	6.0	7	8	9	10=7-9	11=10*8
1	Gujarat TC	P&T Colony Compound at Satellite, Ahmedabad	Ahmedabad	61410	5.1	5.10				
2	Gujarat TC	P&T Colony Compound at Shahalam, Ahmedabad	Ahmedabad	22473	1.9	5.10				
3	Gujarat TC	Telecom Store Compound at Vatva GIDC Ph IV, Ahmedabad	Ahmedabad	17964	1.5	5.10				
4	Gujarat TC	P&T Staff Qtr. Compound at Gondal Road, Rajkot	Rajkot	16188	1.3	5.10				
5	Gujarat TC	TE Compound at Sachin(Goji), Surat	Village - Sachin(Goji)	30135	2.5	5.10				
6	Gujarat TC	Staff Qtr. Compound at Panjarapole, Surat	Village - Surat	27214	2.3	5.10				
7	Gujarat TC	TE Compound at Subhanpura, Vadodara	Vadodara	40458	3.4	5.10				
8	Karnataka TC	Bijapur SSA / Bagalkot / Navanagar S/Qtr	Bagalkot	20015	1.7	5.10				
9	Karnataka TC	Telephone Exchange Compound Kajubag karwar_M	KAJUBAG	17303	1.4	5.10				
10	Karnataka TC	Bijapur SSA / Bijapur / Rambhapur T/Exge S/Qtr	Bijapur	24288	2.0	5.10				
11	Karnataka TC	TE Compound Lady Hill Mangalore	Mangalore	39018.62	3.3	5.10				
12	Karnataka TC	BSNL S/Q Compound Sonarwada_M	SONARWADA	31273	2.6	5.10				
13	Maharashtra TC	P & T Colony Sahar	Sahar Village, Andheri (W), Mumbai	116531.5	9.7	5.10				
14	Maharashtra TC	TE Compound Canada Corner	Canada Corner	20152	1.7	5.10				
15	Maharashtra TC	P & T Colony No 1, Mulund (W)	Mulund (W), Mumbai	49202	4.1	5.10				
16	Maharashtra TC	P & T Colony No 2, Mulund (W)	Mulund (W), Mumbai	27388	2.3	5.10				
17	Maharashtra TC	P & T Colony, Vakola, Sanacruz ( E )	Santacruz (E), Mumbai	74053	6.2	5.10				
18	Maharashtra TC	Juhu Danda, Santacruz (W)	Santacruz (W), Mumbai	137623.5	11.5	5.10				
19	Maharashtra TC	SAVEDI TELEPHONE EXCHANGE COMPOUND DIST AHMEDNAGAR	Ahmednagar	32400	2.7	5.10				
20	Maharashtra TC	BSNL T.E. AND S/Q COMPOUND, AMANKHA(KRISHINAGAR AKOLA)_M	AKOLA	20289	1.7	5.10				



21	Maharashtra TC	TE Compound Jilha Peth Near Head Post Office Jalgaon	Municipal Corporation Jalgaon	21480	1.8	5.10				
22	Maharashtra TC	CSD Compound on Amravati Road Nagpur	Nagpur	24290	2.0	5.10				
23	Maharashtra TC	WIRELESS COMPOUND 1 RECEIVING STATION S/Q Bldg Boriwali W	Boriwali	20000	1.7	5.10				
24	Maharashtra TC	TE Compound CIDCO,Nashik	Cidco	19500	1.6	5.10				
25	Maharashtra TC	ADMIN COMPOUND YAVATMAL_M	YAVATMAL	19111	1.6	5.10				
26	Maharashtra TC	TE Compound Satpur	Satpur	23622	2.0	5.10				
27	Maharashtra TC	TE Compound Upnagar	Upnagar	40500	3.4	5.10				
28	Maharashtra TC	TE and SQ Compound Alto Porvorim	ALTO-PORVORIM	22320	1.9	5.10				
29	Maharashtra TC	TE Compound Opp DRM Office Telegraph Office Road Bhusawal	Bhusawal	18686	1.6	5.10				
30	Maharashtra TC	TE and SQ Compound Wireless Transmission Station Bambolim	BAMBOLIM	92481	7.7	5.10				
31	Maharashtra TC	BSNL Exchange Compound, Chimur	Chimur	18486	1.5	5.10				
32	Rajasthan TC	ADMN BUILDING COMPOUND JHALANA DOONGRI JAIPUR	JAIPUR	24365.13	2.0	5.10				
33	Rajasthan TC	CTSD COMPOUND AT VKI AREA JAIPUR	JAIPUR	22451	1.9	5.10				
34	Rajasthan TC	TELECOM COLONY COMPOUND AT MALVIYA NAGAR JAIPUR	JAIPUR	43591.64	3.6	5.10				
35	Rajasthan TC	T E BLDG COMPOUND AT M I ROAD JAIPUR	JAIPUR	28328	2.4	5.10				
36	Rajasthan TC	TELECOM STAFF COLONY COMPOUND AT VIGYAN NAGAR, KOTA	KOTA	39193	3.3	5.10				
37	Rajasthan TC	OLD TE COMPOUND, MAN SINGH CIRCLE, BHARATPUR	BHARATPUR	18900	1.6	5.10				
38	Tamil Nadu TC	CTS COMPOUND, GREAMS ROAD,CHENNAI	Chennai	21282	1.8	5.10				
39	Tamil Nadu TC	Staff Quarters Compound at Thadagam Road	Tadagam	30129.33	2.5	5.10				
40	Tamil Nadu TC	TE Compound at HOSUR SIPCOT I_M	HOSUR	19877.29	1.7	5.10				
41	Tamil Nadu TC	BSNL Complex at Ram Nagar Extension, Thanjavur	Thanjavur	54567	4.5	5.10				
42	Tamil Nadu TC	D TAX/ CTO Compound, Trichy	Trichy	21225	1.8	5.10				
43	Tamil Nadu TC	TE Compound at Tallakulam-CTO, Madurai	Tallakulam	18665	1.6	5.10				

44	Tamil Nadu TC	Store and TE Compound at Melapalayam ,Palayamkottai._M	MELAPALAYAM	16273	1.4	5.10				
45	Tamil Nadu TC	TE & Staff Qtr. Compound at Moolapalayam, Erode.	Erode	16197	1.3	5.10				
46	Tamil Nadu TC	TE / Qtrs Compound at NEYVELI TS	Neyveli Township	16046	1.3	5.10				
47	Tamil Nadu TC	TE Compound at KRISHNAGIRI RSU_M	KRISHNAGIRI	15526.54	1.3	5.10				
48	Tamil Nadu TC	Staff Qtr. Compound at Kodaikanal Bear chola, Dindigul	Kodaikanal	14978.71	1.2	5.10				
49	Tamil Nadu TC	TE Compound at BHARATHIPURAM_M	DHARMAPURI	13480.93	1.1	5.10				
50	Maharashtra TC	BSNL Store Compound, MIDC Area, Chandrapur	Chandrapur	20366	1.7	5.10				
51	Maharashtra TC	BSNL Store compound, Sootgirni plot, LATUR_M	LATUR SOOTGIRNI	20234	1.7	5.10				
52	Tamil Nadu TC	TELECOM STORE COMPOUND AT PEYAMPATTI, KARAUKUDI_M	VILLAGE - PEYAMPATTI	20400	1.7	5.10				
53	Tamil Nadu TC	Staff Qtr. Compound at K.K Nagar-vacant, Madurai	K.K.Nagar	14169.14	1.2	5.10				
54	Maharashtra TC	Telecom Factory Deonar Mumbai	Mumbai	80218	6.7	5.10				
55	Maharashtra TC	Type-IV Sanchar Quarters, Dadar (W)	Dadar (W), Mumbai	18108.84	1.5	5.10				
56	Karnataka TC	BSNL RTTC Compound T.K.Layout Mysore City	Mysore	79833	6.7	5.10				
57	Maharashtra TC	Regional Telecom Training Centre RTTC ,Seminary Hill, Nagpur	Nagpur	29407.2	2.5	5.10				
58	Rajasthan TC	RTTC VKI AREA ROAD NO 14 JAIPUR	JAIPUR	161867.91	13.5	5.10				
59	Tamil Nadu TC	TE compound at coonoor_M	COONOOR	13725.64	1.1	5.10				
60	Tamil Nadu TC	TRAINING CENTRE COMPOUND AT MARAIMALAI NAGAR, RTTC	Chennai	139289.8	11.6	5.10				
61	Maharashtra TC	RTTC Compound Chinchwad Pune	Chinchwad Pune	101090	8.4	5.10				

Note :

1

The rate quoted should be inclusive of all taxes and duties i.e., GST, wheeling charges, fuel adjustment charges, net-metering charges, all levies and duties, etc. Noting extra will be paid over and above on the rate quoted.

2

A bidder can bid for any number locations as per their their technical and financial eligibility.

3

EMD and PBG amount shall be calculated as the capacity quoted.

4.BoQ as Single XLS file to be uploaded on the CPP portal

5.In case of any doubt, figures written in words will be taken as final for consideration.

6. The bids will be evaluated individually for evaluating H1 bidder

7. Evaluation of financial bids will be done on the basis of entry of column 11of the price schedule which is the multiplication of maximum assured energy and maximum discount offered over benchmark tariff.

I/779156/2024

**Signature of the Tenderer.**

**Place:**

**Date:**

**Name in Block Letters:**

**Address & Phone No:**

**Section-10**  
**AGREEMENT PROFORMA**

This agreement made on the \_\_\_\_\_ day of \_\_\_\_\_ between BSNL, a Company registered under the Companies Act, 1956 and having its Registered Office at Bharat Sanchar Bhawan, HC Mathur Lane, Janpath New Delhi-110001, Wherein after called (which expression shall unless repugnant to the context and meaning shall deem to mean and include its successors and assigns) of the one party

And

M/s \_\_\_\_\_, a Company registered under the Companies Act / a Partnership/Proprietorship firm constituted having its place of business/ Registered Office at \_\_\_\_\_.

Herein referred to as "Contractor" (which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include its/his/her/their respective heirs, executors, administrators and successors/ the partner(s) for the time being of the said firm, the survivor(s) of them and the executors, administrators and successors of the surviving partners as the case may be) of the other party.

WHEREAS

BSNL is inter-alia engaged in the business of providing Telecom services in the service area as provided in the license issued to it by the Department of Telecommunications, Govt. of India.

BSNL requires specialized services of agencies for the **setting ground based renewable power plant in vacant land parcel for supplying power to various BSNL Buildings**

The Contractor has represented to BSNL that it has the requisite skills, knowledge, experience, expertise, infrastructure and capability to act as a Contractor and that it has trained and experienced persons have requisite skills, knowledge to perform the functions in accordance with the terms of this agreement. After evaluation of the agency on the basis of their technical and financial bid submitted by them. BSNL has agreed to accept the offer of the Contractor on the terms and conditions contained in this agreement.

The parties hereto agreed to record the terms and conditions as follows:

**1. APPOINTMENT AND SCOPE OF WORK:**

Whereas the contractor has made the offer to duly perform the work under this contract of **the setting ground based renewable power plant in vacant land parcel for supplying power to various BSNL Buildings** after understanding fully the implications of the terms and conditions and specifications in the contract and related documents. The NIT, Tender document, Letter of Intent & any subsequent direction (against \_\_\_\_\_ tender inquiry Number \_\_\_\_\_) given

by BSNL to Contractor shall form integral part of this agreement.

BSNL has agreed to appoint the Contractor on contract basis. Contractor has agreed to act as such on the terms and conditions as specified in this Agreement. BSNL shall from time to time issue guidelines as to the manner in which the Contractor's duties and obligations under the Agreement shall be performed and the Contractor shall ensure strict compliance of the guidelines.

**2. PERIOD:**

The Agreement shall be valid for a period of 25 years from the date mentioned herein above, unless otherwise terminated by BSNL as provided under this Agreement. Further extension for 2 to 5 years shall be at the sole discretion of BSNL on the terms and conditions of the tender.

**3. FEES AND CHARGES:**

- I) Fees and charges for the services/works rendered are prescribed as per approved rates.
- II) All the payments to the Contractor shall be made after making statutory deductions, if any under the relevant laws. BSNL shall also have the right to set off, deduct and recover from the fees and charges and/or from any other sum payable to the Contractor, any and all amounts which may be or become payable by the Contractor to BSNL.

**4. AGENCY'S REPRESENTATIONS AND WARRANTIES BY AGENCY:**

The Contractor hereby represents warrants and confirms that:-

- 4.1 It has full capacity, power and authority to enter into this Agreement and during the continuance of this agreement, will continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein. It has already taken and will and continue to take all necessary and further actions (including but without limitations the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this Agreement.
- 4.2 It has the necessary skill, knowledge, experience, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this Agreement and to the satisfaction of BSNL.
- 4.3 The execution of this Agreement and providing services by the Contractor to BSNL, does not and will not violate, breach and contravene any condition of any agreement entered with any third party/ies.
- 4.4 Has complied with and obtained necessary permissions/ licenses/ authorizations under the Central, State and Local authorities and obtained all required permissions/ licenses for carrying out its obligation under this Agreement.

**5. INFORMATION SECURITY**

- 1.1 The Vendor shall not use BSNL Information for any purpose other than for the purposes for which they were provided to the Vendor by BSNL and only to the extent necessary to enable the Vendor to perform as per this Agreement.

- 1.2 The Vendor shall use physical and electronic security measures to protect BSNL Systems, BSNL Information and areas where work is undertaken or where Vendor Systems provide Access.

**2. Manuals and Records:**

Vendor has to keep a record of operation and maintenance procedure in the form of manuals and supply to BSNL. It should have the security related provisions capturing security related events among others of authentication, access control, password policy, configuration for and generation of access, command and alarm logs, their storage online and transmission to an independent log server.

**3. Preserving AMC/O & M Command Logs:**

Vendor has to keep a record of all AMC/ O&M command logs for a period as decided by BSNL. Command logs shall include a) Actual command given, b) Who gave the command, c) When the command was given- with date and time, d) From where the command was given.

**4. Contractor's COVENANTS:**

- 4.1 The Contractor hereby agrees, undertakes and confirms as under:-
- 4.2 That the Contractor shall carry out its obligations and functions under this Agreement strictly in accordance with all the guidelines, instructions, manuals and procedures etc. (hereinafter referred to as guidelines) prescribed by BSNL in connection with this Agreement from time to time.
- 4.3 The Contractor shall immediately notify BSNL in writing of any event which may result in or which may give reason to believe that may cause work stoppage, slowdown, labour dispute, strike, any labour disruption or any other impediments or disruptions in the due performance of obligation of the Contractor under this Agreement. The Contractor shall forthwith submit the report of the events resulting in stoppage of work to BSNL. The Contractor agrees that notwithstanding anything contained in this Agreement in the event of any of the eventualities mentioned herein above BSNL shall have a right to terminate this Agreement by giving seven days notice to the Contractor.
- 4.4 The Contractor shall not at any time use or attempt to use BSNL's name or logo for any purpose including for the purpose of this Agreement unless specifically authorized by BSNL in writing.
- 4.5 The Contractor shall ensure that its employees/ personnel shall at all times conduct themselves within the parameters of laws and shall not commit, abet or permit the commission of any illegal act while working in the course of this Agreement. In the event of any illegal act being committed or abetted, the Contractor shall be liable for all consequences thereof and BSNL shall not be liable either directly or indirectly.
- 4.6 The Contractor shall obtain all the requisite License/ permission/ authorizations from state/ central Government agencies on labour contract & shall abide by insurance rules in this regard under all the applicable laws and keep the same valid by renewing from time to time as required under the various Acts/ Laws.
- 4.7 The Contractor shall maintain all the registers and records required to be maintained under the various Labour Enactments and Rules framed there under.

- 4.8 The Contractor shall ensure that no personnel employed by the Contractor commits any misconduct or acts in contravention of any of the provisions of this Agreement or instructions issued by BSNL from time to time or commits any fraud or is involved in any criminal or civil case. If any personnel commits any misconduct or is involved in criminal case or is guilty of acting in contravention of any provisions of this Agreement or any law, the Contractor agrees to indemnify and keep BSNL indemnified from the consequences of any such act of the personnel as a result which BSNL has suffered or is likely to suffer any loss.
- 4.9 The personnel employed by the Contractor shall not have any claim whatsoever on BSNL and shall not raise any Industrial dispute, either directly or indirectly, with or against BSNL, in respect of any of the service condition or otherwise.
- 4.10 It is further expressly clarified and agreed that in case of death or bodily injury to any such personnel appointed by the Contractor in some courses of carrying out of the services of this Agreement, BSNL shall not be liable or bound to pay any monetary compensation or otherwise be responsible in any way, whatsoever.
- 4.11 That the Contractor shall immediately notify BSNL in writing if any of its employee or any other person engaged by the Contractor has committed any breach of any of the employment agreement or has committed any act amounting to moral turpitude or has been arrested by the police or removed from the employment of the Contractor or committed any act which in the opinion of the Contractor affects the integrity of the person. BSNL shall have the right to call upon the Contractor to replace any employee/ agent of the Contractor who In the sole opinion of BSNL is jeopardizing the interest of BSNL and the Contractor shall forthwith comply with the demand of BSNL.
- 4.12 That the Contractor shall procure from its employees for the time being and from such other staff as BSNL may require, an undertaking not to disclose to any third party any confidential information or knowledge concerning the business of BSNL and take such steps at the Contractor's own expense as BSNL may direct in order to enforce or retain any breach of the terms of any such undertaking.
- 4.13 That the Contractor specifically conveys that the Contractor and / or any of its employees of any other person employed by the Contractor for the purpose of this agreement shall not use any illegal or unlawful means in performing its obligations under this agreement. For any illegal or unlawful means employed by the Contractor and / or any of its employees or any other person the Contractor shall alone be responsible and agree to indemnify and keep indemnified BSNL at all times against any suits, claim, demands, petitions, actions, proceedings etc filed/initiated against BSNL by any person for reason whatsoever and against any loss, damage, claims, costs, charges, expenses.
- 4.14 The Contractor and its personnel shall not claim any lien on the amount collected by the Contractor even if any amount is due and payable by BSNL to the Contractor.
- 4.15 The Contractor undertakes to execute such other documents as may be required by BSNL.

## **5. CONFIDENTIALITY AND NON-DISCLOSURE:**

- 5.1 All details, documents, data, applications, software, systems, papers, statements, business/customer information and BSNL's practices and trade secrets (hereinafter referred to as "Confidential Information") which may be communicated to the Contractor and/or its employees shall be treated as absolutely confidential and the

Contractor irrevocably agrees and undertakes and ensures that the Contractor and all its employees shall keep the same secret and confidential and not disclose the same, in whole or in the part of any person without the prior written permission of BSNL not shall use or allow to be used any information than as may be necessary for the due performance of the Contractor's obligation hereunder. The Contractor hereby specifically agrees to indemnify and keep BSNL indemnified safe and harmless at all times against all or any consequences arising out of any breach of this undertaking by the Contractor and/ or its employees and shall immediately, reimburse and pay to BSNL on demand all damages, theft, loss, cost, expenses or any changes that BSNL may suffer, incur or pay in connection therewith.

- 5.2 Take all necessary action to protect the confidential information against misuse, loss, destruction, deletion and/ or alteration.
- 5.3 Not to misuse or permit misuse directly or indirectly, commercially exploit the confidential information for economic or other benefit.
- 5.4 Not to make or retain any copies or record of any confidential information submitted by BSNL other than as may be required for the performance of the Contractor's obligation under this agreement.
- 5.5 Notify BSNL promptly of any unauthorized or improper use or disclosure of the information.
- 5.6 Return all the information, which is in the custody of the Contractor at the end of the specific assignment.
- 5.7 The Contractor hereby unconditionally agrees and undertakes that it shall not and that its personnel shall not disclose or publish the terms and conditions of this agreement or disclose the information submitted by BSNL under this agreement to any third party unless such disclosure is required by law.

## **6. INDEMNITY:**

The Contractor hereby agrees and covenants to indemnify and keep indemnified BSNL against:-

- 10.1 All loss, misappropriations, misuse or damage of or to the documents of any other security instruments which are in possession of the Contractor or its personnel or within the control of the Contractor or its personnel.
- 10.2 Any or all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature whatsoever made or instituted against BSNL and/ or any customer directly or indirectly by reason of.

## **11. Intellectual Property**

- 11.1 Each Party will retain its right, title and interest in its respective trademarks, service marks and trade names as well as rights in respect of any patent, copyright, trade secrets or other intellectual property used during the performance of this Agreement. Both Parties recognise that except as otherwise expressly provided herein or agreed between the Parties, they shall have no right, title, interest or claim over the others' intellectual property.



**IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THESE PRESENTS TO BE EXECUTED ON THE DAY, MONTH AND YEAR HEREINBELOW WRITTEN TO BE EFFECTIVE FROM THE DATE FIRST MENTIONED ABOVE**

SIGNED for and on behalf of  
Bharat Sanchar Nigam Limited

SIGNED for and on behalf of  
bidder/Firm

.....  
Signature  
.....  
Name  
.....  
Position  
.....

.....  
Signature  
.....  
Name  
.....  
Position  
.....

Witness Signature  
.....  
Name & Address

Witness Signature  
.....  
Name & Address

**APPENDIX – A to AMC { Not applicable}**

**Section 11****[CHECK LIST FOR BIDDER]**

<b>S.No</b>	<b>Contents of 1<sup>st</sup> Electronic Envelope (Techno-Commercial)</b>	<b>Mode of Submission</b>	<b>Document Submitted (Yes/No)</b>
1	<b>Tender Fee</b> as per clause 2 sub clause 2.3 of Section -1 DNIT	Original Copy Offline and Scanned	
2	<b>Bid Security/EMD-</b> Bid security as per clause 5 (i) of Section-1 DNIT Scan copy of DD as EMD or EMBG in the format as provided in Section 7A.	Copy on E-tender portal (online). / Bank transaction details with UTR no. as towards successful payment for tender fee/EMD offline as well as Online. Bank Guarantee in Original	
3	<b>Valid MSE certificate for claiming exemption</b> in case of a bidder claims exemption in respect of 1 & 2 above , as per clause 2 sub clause 2.4 and clause 5(ii) of section 1 DNIT and <b>self declaration on a company letter head</b> as per clause 4 (iii) of Section 2 .	Offline and scan copy to be uploaded online.	
4	<b>Valid Power of Attorney(s)</b> as per Clause 14 sub clause <b>14.3 of Section-4 Part –A</b> as well as in <b>Proforma of Section 7 (H )</b> of Tender document.	On Line	
5	<b>Copy of Certificate of Incorporation/Partnership deed</b> as per clause 4 sub clause 4.1 of Section-1 DNIT	On Line	
6	<b>Valid Annual turnover certificate</b> and <b>Profit &amp; Loss statement</b> duly certified by the CA/company auditors as per clause 4 subclause 4.2 of section-1DNIT	On Line	
7	<b>Valid Experience Certificate</b> as per clause 4 sub clause 4.3 of section-1(DNIT)	On Line	
8	Self-certified for <b>not be a Licensed Telecom Service Provider</b> as per clause 4 sub clause 4.4 of section 1 DNIT	On Line	
9	Self-certified for <b>not having controlling equity stake or vice versa</b> as per clause 4 sub clause 4.5 of section 1 DNIT	On Line	
10	<b>Documents per clause</b> 4 sub clause 4.6 of section 1 DNIT, <b>as the case may be.</b>	On Line	
11	Self-certified for <b>not have been blacklisted</b> by any <b>State Govt/Govt. Of India/ Central PSU/Any country in the last 5 years</b> , as per clause 4 sub clause 4.7 of section 1 DNIT, in format shown in <b>Section 7 (I) of Tender document.</b>	On Line	
12	<b>Valid PAN</b> as per clause 4 sub clause 4.8 of section-1 DNIT	On Line	

13	<b>Valid GST registration Certificate</b> , in case of multiple GSTIN registration number(s), all the numbers shall be provided in aseparate Annexure , as per clause 4 sub clause 4.9 of section-1 DNIT	On Line	
14	Self- declarations regarding <b>not black listed by GST authorities</b> as per clause 4 sub clause 4.10 of section 1 DNIT.	On Line	
15	Undertaking as per "Annexure-A" of tender document, as perclause 4 sub clause 4.11 of section 1 DNIT.	On Line	
16	Undertaking & declaration for understanding the terms & Conditions of tender & specifications of work as per format- <b>Section-6 Part A. of Tender document</b>	On Line	
17	<b>Near relative certificates(s)</b> as per format <b>Section-6 Part B of Tender document</b>	On Line	
18	<b>Integrity Pact Agreement</b> as per <b>Section 7(E) of Tender document</b>	On Line	
19	<b>No deviation statement</b> as per Section <b>7(J)</b> of Tender document	On Line	
20	<b>Bidder Profile &amp; Questionnaire</b> as per <b>Section-8</b> of tender document	On Line	
21	<b>Bid Form</b> as per <b>Section 9 Part A</b> of tender document	On Line	
22	<b>Article and Memorandum of Association or partnership deedor proprietorship deed</b> as the case may be. (clause 3 sub clause3.1(xiv) of section -2)	On Line	
23	<b>List of all Directors</b> including their name(s), Director Identification Number(s) (DIN) and address(es) along with contact telephone numbers of office and residence as the case may be. (clause 3 sub clause 3.1(xv) of section -2)	On Line	
24	<b>Tender document along with all corrigendum</b> as per clause 14 of Section 1 DNIT, clause 3 sub clause 3.1 (xii) of section 2 and clause 5 sub clause 5.3 of section 4 Part A	On line	
25	Duly filled copy of check list as per Section -11	On Line	
<b>Sr. No.</b>	<b>Contents of 2<sup>nd</sup> Electronic Envelope (Financial Envelope containing Financial Bid/BOQ)</b>	<b>Mode of Submission</b>	<b>Document Submitted (Yes/No)</b>
1	Price Schedule/BOQ as per Section-9 Part-B (in .xls and pdf)	On Line	

- Note 1: All the Self certificate / Declaration(s)/undertaking(s) should be preferably on the letter head of the Company/firm, signed by company's authorized signatory.
- 2: The Bidder has to upload the Scanned copy of all above said documents during Online Bid-submission also.
- 3: Authority letter as per section 7 C for participating in Tender opening process should be submitted at the time of Tender opening.

Section-12

**STANDARD**

**POWER PURCHASE AGREEMENT FOR**

**PROCUREMENT OF ..... MW RENEWABLE POWER**

**ON LONG TERM BASIS**

**Between**

**[Insert Name of Renewable Power Developer]**

**And**

**Bharat Sanchar Nigam Limited**

**... [Insert month and year]**

This Power Purchase Agreement (PPA) hereinafter called the "**Agreement**" is made on the .....[Insert date] day of [Insert month] of .....[Insert year] at [Insert place]

Between

..... [Insert name of the renewable Power Developer] (CIN-\_), a Company incorporated under the Companies Act 1956 or Companies Act 2013, having its registered office at [Insert address of the registered office of

Power

Developer] (hereinafter referred to as "**Renewable Power Developer or PD Or SPD**" interchangeably, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **First Part;**

And

**Bharat Sanchar Nigam Limited**(CIN-\_\_\_\_\_), a Company incorporated under the Companies Act 2013, having its registered office at Janpath Marg, New Delhi-110023 (hereinafter referred to as "BSNL", or "Procurer" or "Buyer" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **Second Part;**

The Renewable power developer and BSNL are individually referred to as 'Party' and collectively referred to as 'Parties' or Power developer (PD).

WHEREAS:

- A. BSNL has called tender for group captive power generation where BSNL intends to purchase power from the group power generating partner / SPV company where BSNL will have 26% stake and power so generated will be fed to the grid and will be later used in various BSNL locations through DISCOM.

- B. The partnership/SPV company will produce the renewable power energy through Solar/Wind or any combination of RE method and shall transport generated power to grid/ point permitted by Government.
- C. The land for the project will be provided to bidder on as is where is basis . The bidder is required to carry out all the activities i/c but not limited to preparing the land , supply & erect RE equipment , arranging all the approval from the authority concerned , erection of transmission line up to power feeding point for grid , metering arrangement , necessary fees payment and coordination for grid power supply.

- D. BSNL had initiated a Tariff-Based Competitive Bid Process for procurement of the above work (herein after referred to as '**NIT/Rfs**' issued by BSNL vide NIT/Rfs No..... dated..... including its subsequent amendments and clarifications, if any.
- E. ....[Insert name of the Bidding Company] has been selected in the Competitive Bidding Process, {in case Bidding Company is executing the Project through SPV} has constituted a Special Purpose Vehicle,..... [Insert the name of SPV, if applicable] (hereinafter referred to as '**renewable power project developer (PD)**') for development, generation and supply of electricity from the renewable Power Project to be established by renewable power project developer (PD) anywhere in India and for supply of such electricity by BSNL as an Buyer Or Intermediary Agency to the Buying Utility (ies) (as defined) under a Power Sale Agreement to be entered into between BSNL and such Buying Utility (ies).
- F. BSNL has issued the Letter of Award No..... dated in favour of the .....[Insert the name of Bidding Company] for development and establishment of the .....MW renewable Power Project in the State of ... as per the terms and conditions contained in the RfS, and draft of this Power Purchase Agreement, including amendments and clarifications thereto circulated at the time of the bidding and other bidding documents as well as the conditions contained in the aforementioned Letter of Award.
- G. BSNL has agreed to purchase such renewable Power from the renewable power project developer (PD) as a self consuming Buyer Or Intermediary Procurer and consume by own as self consumption Or sell it to Buying Utility on back-to-back basis as per the provisions of the NIT. Accordingly, BSNL may sign or has agreed to sign/has signed a Power Sale Agreement with the

Buying Utility to sell such power as per the provisions of the above said scheme.

- H. In terms of the RfS and the Bidding Documents, the renewable power project developer (PD) has furnished the Performance Bank Guarantee/ Payment on Order Instrument in the sum of Rs.....in favour of BSNL as per the format provided as a part of the Bidding Documents.
- I. The renewable power project developer (PD) has fulfilled the terms of the bidding and the terms of the Letter of Award for signing this Power Purchase Agreement as a definitive agreement for establishing the Solar Power Project of suitable capacity to deliver.....minimum MWh annually at ....., [Insert] Project location] for generation and of electricity by the renewable power project developer (PD) for BSNL to enable BSNL to use by own in BSNL telephone exchange/BTS/Other Installation/other subsidiary Or make available such renewable Power to the Buying Utility(ies), as BSNL may consider appropriate, under a Power Sale Agreement and on a back-to-back basis to the Power Purchase Agreement to be entered.
- J. BSNL may sign the Power Sale Agreement with the Buying Utility (ies) of States in India if desired on own option of BSNL.
- K. The parties have agreed to execute this Power Purchase Agreement in terms of the provisions of the RfS, the bidding documents and the Letter of Award in regard to the terms and conditions for establishment of the renewable Power Project at ....., [Insert name of state] and for generation and supply of electricity by the renewable power project developer (PD) to BSNL.

**Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:**



**ARTICLE 1: DEFINITIONS AND INTERPRETATION****1.1 Definitions**

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under, including those issued / framed by the Appropriate Commission (as defined hereunder), as amended or re-enacted from time to time.

"Act" or "Electricity Act, 2003"	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
Affiliate	shall have the same meaning as contained in the RfS document;
"Agreement" or "Power Purchase Agreement" or "PPA"	shall mean this Power Purchase Agreement including its recitals and Schedules, Appendixes amended or modified from time to time in accordance with the terms hereof;
"Appropriate Commission"	Unless otherwise stated or the context requires, Appropriate Commission shall mean Central Electricity Regulatory Commission;
"Awarded capacity"	Shall mean MW [enter the capacity as awarded by BSNL as per the LoA]
"Backdown"	shall mean part of Contracted capacity available for scheduling but not scheduled based on instructions from Buying Utility/SLDC /RLDC, as the case may be;
"Bill Dispute Notice"	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
"Business Day"	shall mean with respect to renewable power project developer (PD) and BSNL, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Delhi;

"Buying Entity" or "Buying Utility"	shall mean an End Procurer as defined in the Guidelines who has agreed to purchase the renewable Power from BSNL and has signed/will sign the Power Sale Agreement with BSNL. It is clarified that all obligations of BSNL under this Agreement shall be deemed to be the obligations of Buying Entities with which BSNL has signed/will sign Power Sale Agreement.
"Capacity Utilization Factor" or "CUF"	shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time; However, for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity; In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$ ;
	Declared CUF for this Project shall be ___ % (to be revised as applicable).
"CERC"	shall mean the Central Electricity Regulatory Commission of India, constituted under sub – section (1) of Section 76 of the Electricity Act, 2003, or its successors;
"CTU" or "Central Transmission Utility"	shall mean the Government Company notified by the Central Government under Sub-Section (1) of Section 38 of the Electricity Act, 2003.
"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;
"Commencement of Power Supply" or "Commencement of Supply of Power"	The date of commencement of power supply shall mean the date of onset of commercial offtake of power supply under the PPA. Prior to declaration of commencement power supply, the renewable power project developer (PD) shall submit COD certificate upon receipt of successful completion of trial run certificate by the respective RLDC for the corresponding Installed Capacity to BSNL as part of the requisite documents.
"Commissioning"	The Project shall be commissioned in line with the provisions of the Grid Code.

"Commercial Operation Date (COD)"	shall mean the date as defined in "Commissioning" or in line with the provisions of the Grid Code.
"Competent Court of Law"	shall mean any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement;
"Consents, Clearances and Permits"	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/ or supply of power;
"Consultation Period"	shall mean the period of ninety (90) days or such other longer period as the Parties may agree, commencing from the date of issuance of a renewable power project developer (PD) Preliminary Default Notice or BSNL Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
"Contract Year"	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that: (i) in the financial year in which commissioning of the first part capacity of the Contracted Capacity would occur, the Contract Year shall commence from the date of commissioning of first capacity and end on the immediately succeeding March 31, and
	thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this

	Agreement
"Contracted Capacity"	shall mean ..... [Insert capacity] MWh, which is the AC capacity contracted with BSNL for supply of energy by the renewable power project developer (PD) to BSNL at the Delivery Point from the renewable Power Project.
"Day"	shall mean a day, if not a Business Day, the immediately succeeding Business Day.
"Delivery Point" / "Interconnection Point"	<p>shall mean a single point or multiple points at the voltage level of 11 kV or above as notified by State Govt for interconnection. The metering shall be done at the interconnection point where the power is injected into the 11/33 kV substation notified by local DISCOM including the transmission line connecting the renewable Power Project with the substation system as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the renewable power project developer (PD) shall abide by the relevant and applicable Central and State regulations, Grid Code notified by the CERC or and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the appropriate commission or CEA. "Delivery Point" shall mean the point as notified by the State Govt.</p> <p>Pursuant to Article 4.2.6, all charges and losses related to Transmission of power from project up to Delivery Point (including but not limited to open access, transmission, wheeling, Unscheduled Interchange, Scheduling, Reactive power, RLDC/SLDC charges etc.) as notified by the competent authority / regulator shall be borne by the renewable power project developer (PD) and beyond the Delivery Point all charges and losses as notified by the competent authority /regulator from time to time shall be borne by the Buying Utility.</p>

"Dispute"	shall mean any dispute or difference of any kind between BSNL and the renewable power project developer (PD), in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement. In case the renewable power project developer (PD) has tied up for the ESS component through a third-party, it is clarified and confirmed by the Parties that in all such disputes, renewable power project developer (PD) shall have the absolute authority to represent such third party in so far as BSNL is concerned and BSNL will not be required to or otherwise will have to deal with such third party, notwithstanding, any difference or dispute between the renewable power project developer (PD)and/or the such third party.
"Due Date"	shall mean the forty-fifth (45th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the BSNL or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the BSNL.
"Effective Date"	shall have the meaning ascribed thereto in Article 2.1 of this Agreement;
"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
"Energy Accounts"	shall mean the regional energy accounts/state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof or where such regional energy accounts/ state energy accounts are not issued, Joint Meter Reading (JMR) will be considered; BSNL reserves the right to

	choose from any of the agency decided by the same by the Buying Utility;
"Energy Storage Systems" or "ESS"	shall mean the system(s) installed in addition to the renewable PV power capacity as part of the Project, that can capture energy produced at one time for use at a later time;
"Event of Default"	shall mean the events as defined in Article 13 of this Agreement;
"Expiry Date"	shall mean the date occurring twenty-five (25) years from the Scheduled Commencement-of-Supply Date (SCSD) or from the rescheduled date of commencement of supply to the extent of extension given by BSNL.
"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 11 of this Agreement;
"GNA Regulations"	shall mean the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022 notified on 07.06.2022, including subsequent amendments and clarifications issued thereof. Any reference to the terms "connectivity" or "network access" or "general network access" in this Agreement shall be interpreted in terms of the provisions of these Regulations.
"Guidelines" or "Scheme"	shall mean the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems issued by the Ministry of Power vide Gazette Notification dated 09.06.2023 including subsequent amendments and
	clarifications issued / notified thereof until the last date of Bid submission against the referred RfS;
"Grid"	shall mean as per the definition contained in the

	Act.
"Grid Code" or "Indian Electricity Grid Code" or "IEGC" or "State Grid Code"	shall mean the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as specified by the CERC under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub-section (1) of Section 86 of the Electricity Act 2003, as applicable.;
"Indian Governmental Instrumentality"	shall mean the Government of India, Governments of State(s) [Insert the name(s) of the State(s) in India, where the Power Project, BSNL and renewable power project developer (PD) are located] and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government(s) or both, any political sub-division of any of them; including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;
"Installed Capacity" or "Project Capacity"	shall mean the rated AC capacity of the Project to be installed by the renewable power project developer (PD), in line with Article 3.1 of this Agreement. The above configuration shall be identical to the "installed capacity" for which connectivity has been granted to the renewable power project developer (PD) under the GNA Regulations.
"Insurances"	shall mean the insurance cover to be obtained and maintained by the renewable power project developer (PD) in accordance with Article 8 of this Agreement;
"Interconnection Facilities"	shall mean the facilities on renewable power project developer (PD)'s side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU,

	Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement;
Buyer /Intermediary agency or Intermediary nodal agency or Intermediary Procurer"	shall mean Bharat Sanchar Nigam Limited (BSNL);
"Invoice" or "Bill"	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties;
"Joint Control"	shall have same meaning as defined in RfS Document.
"Late Payment Surcharge"	shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;
"Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions;
"Letter of Credit" or "L/C"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"MNRE"	shall mean the Ministry of New and Renewable Energy, Government of India;
"Month"	shall mean a period of thirty (30) days from (and excluding) the date



	of the event, where applicable, else a calendar month;
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;
"Payment on Order Instrument"	shall mean the irrevocable unconditional letter of undertaking issued by either of the three institutions, viz., (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited., as an alternative to submission of Performance Bank Guarantee by the renewable power project developer (PD), issued in the form attached hereto as Schedule 2;
"Payment Security Mechanism"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"Peak Hours"	<p>shall mean the energy scheduling hours in a day as chosen by the Buying Entity for supply of peak power from the Project. For the purpose of scheduling, a 'day' shall commence from 00:00 hrs. and end at 24:00 hrs.</p> <p>"Peak Hours" in this case, shall be during the evening from 18:00 hrs. to 24:00 hrs. out of the 24 hours of a day, to be chosen by the Buying Entity.</p> <p>During these hours, the Buying Entity shall choose any 4 hours for off-take of power up to 200,000 kWh for each 100 MW of Contracted Capacity, on a daily basis.</p> <p>However, with respect to requisition of drawl Schedule, Buying Entity shall comply with CERC/SERC/Indian Electricity Grid Code (as and when implemented), regulations on Forecasting, Scheduling and Deviation Settlement, as applicable.</p>
"Peak Power"	shall mean the power supplied from the Project during Peak Hours;
"Performance Bank Guarantee"	shall mean the irrevocable unconditional bank guarantee, submitted by the renewable power project developer (PD) to BSNL in the prescribed format in tender document;

<p>“Pooling Substation/ Pooling Point”</p>	<p>means a point where more than one Renewable energy Power Project may connect to a common transmission system. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the renewable power project developer (PD)(s) to get connected to the Delivery Point. The voltage level for such common line shall be as per the voltage level specified in “Interconnection Point”. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS/INSTS substation( as the case may be) . However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing. In such case, it shall be responsibility of the renewable power project developer (PD) to obtain and furnish the meter reading jointly by the renewable power project developer (PD) and any competent authority (State Government or Central Government) (if applicable).</p>
<p>“Renewable energy Power Project” or “Power Project” or “Project”</p>	<p>shall mean the Solar and/or Wind Power generation facility of Contracted Capacity of .....[Insert capacity] MWh, located at ..... [Insert name of the place] in .... [Insert name of the District and State] having a separate control system, metering and a single or multiple point(s) of injection into the grid at Delivery /Interconnection/Metering point at as notified by State Govt.</p> <p>The project shall include all units and auxiliaries such as water supply, treatment or storage facilities; bay/s for transmission system in the switchyard, transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and</p>

	economic operation of the power generation facility; whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per this Agreement;
"Power Sale Agreement" or "PSA"	shall mean the power sale agreement entered between the Buying Entity /BSNL (Buyer- Buying Entity(ies) PSA) for onward sale of power being procured under this Agreement as per the provisions of Guidelines and forms Schedule-of this Agreement;
"Preliminary Default Notice"	shall have the meaning ascribed thereto in Article 13 of this Agreement;
"Prudent Utility Practices"	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: a) operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power Project; b) the requirements of Indian Law; and the physical conditions at the site of the Power Project
"RBI"	shall mean the Reserve Bank of India;

"RE Power" or "Renewable Energy Power"	shall refer to power from Solar and Or wind Power Generating Systems, Wind Power Generating Systems, Wind Solar hybrid or any other renewable energy resource based Generating System or a combination thereof, with or without Energy Storage System (ESS). It is clarified that ESS charged using a source other than RE power would not qualify as RE Power. Further, in the case of charging the ESS from sources other than RE, any financial implications, including but not limited to ISTS/InSTS charges ( as the case may be ), shall be borne by the renewable power project developer (PD).
"Rebate"	shall have the same meaning as ascribed thereto in Article 10.3.4 of this Agreement;
"Request for Selection / RfS/Bidding Documents"	shall mean Request for Selection Documents issued by BSNL vide RfS No. BSNL/..... including subsequent clarifications, amendments and addenda thereof.
"RLDC"	shall mean the relevant Regional Load Dispatch Centre established under Sub-section (1) of Section 27 of the Electricity Act, 2003;
"RPC"	shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region;
"Rupees", "Rs.", "₹"	shall mean Indian rupees, the lawful currency of India;
"Scheduled Commencement of Power Supply Date" or "SCSD"	shall mean [Insert Date as per applicable provisions of the RfS];

"SERC"	shall mean the Electricity Regulatory Commission of any State in India constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under Subsection (1) of Section 83 of the Electricity Act 2003;
"SLDC"	shall mean the centre established under Sub-section (1) of Section 31 of the Electricity Act 2003, relevant for the State(s) where the Delivery Point is located;
"SLDC Charges"	shall mean the charges levied by the SLDC of the state wherein the renewable Power Project is located;
"BSNL"	shall mean Bharat Sanchar Nigam Limited;
"Solar Power"	shall mean power generated from the Solar Photovoltaic Power Project;
"Solar and or Power Project"	shall mean the solar photovoltaic power project and Or Wind that uses sunlight/wind for conversion into electricity and that is being set up by the renewable power project developer (PD) to provide Solar Power to BSNL as per the terms and conditions of this Agreement;
"State Transmission Utility" or "STU"	shall mean the Board or the Government company notified by the respective State Government under Sub-section (1) of Section 39 of the Act;
"Tariff" or "Applicable Tariff"	Shall have the same meaning as provided for in Article 9 of this Agreement;
"Tariff Payment"	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills;
"Termination Notice"	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;
"Term of Agreement"	shall have the meaning ascribed thereto in Article 2 of this Agreement;
"Unit/ Part Commencement of Power Supply"	shall mean the part Contracted Capacity (AC MW) not less than 1 MW or as specified by prevailing regulations (with the last part being the balance Contracted Capacity) from which commencement of power supply is recorded;

"Unit Commercial Operation Date (UCOD)"	shall mean the COD declared for the respective unit/part of the Project in line with the provisions of the Grid Code.
"Week"	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;
Material Breach	Any default/misrepresentation/suppression /acts/omission /restriction which has impact on agreement operation such as (but not limited to) eligibility of bidder, submission of information/undertaking required under agreement ,Quoted rate ,landed rate to BSNL on tariff , quality of services , minimum assured energy to be supplied to BSNL, restriction on use of energy , serviceability of bank guarantee , violation of statutory requirement , Non achieving targets /benchmark etc

**1.2 Interpretation**

Save where the contrary is indicated, any reference in this Agreement to:

- 1.2.1 "Agreement" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexures;
- 1.2.2 An "Article", a "Recital", a "Schedule" and a "paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement;
- 1.2.3 A "crore" means a reference to ten million (10,000,000) and a "lakh" means a reference to one tenth of a million (1,00,000);
- 1.2.4 An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;
- 1.2.5 "Indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.6 A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;
- 1.2.7 "Rupee", "Rupees", "Rs" or new rupee symbol "₹" shall denote Indian Rupees, the lawful currency of India;
- 1.2.8 The "Winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on

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business including the seeking of liquidation, Winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;

1.2.9 Words importing the singular shall include the plural and vice versa;

1.2.10 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;



- 1.2.11 A Law shall be construed as a reference to such Law including its amendments or re- enactments from time to time;
- 1.2.12 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;
- 1.2.13 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;
- 1.2.14 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;
- 1.2.15 All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty-five (365) days;
- 1.2.16 The words "hereof" or "herein", if and when used in this Agreement shall mean a reference to this Agreement;
- 1.2.17 The terms "including" or "including without limitation" shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;
- 1.2.18 This Agreement and other documents such as Request for Selection Documents, Letter of Award, Guidelines including subsequent clarifications, addenda, amendments and further clarifications in regard to the tender as well as Power Sale Agreement shall be read in conjunction with each other and interpreted in harmonious manner. However, in case of any mismatch/contradiction between provisions of different documents, following shall be the order of precedence:
1. Power Purchase Agreement read with Power Sale Agreement
  2. RfS Documents

**ARTICLE 2: TERM OF AGREEMENT****2.1 Effective Date**

- 2.1.1 This Agreement shall come into effect from..... and such date shall be referred to as the Effective Date.
- 2.1.2 The Parties agree that decisions pertaining to adoption of the Tariff and approval of the same, for procurement of Contracted Capacity, shall be binding on all Parties concerned, as contained in the Electricity Act, 2003 and any amendments thereof.
- 2.1.3 Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 60 days of submission of application/petition for tariff adoption/ Contracted Capacity approval as applicable under Section 63/ 86(1)(b) of the Electricity Act, 2003 in Appropriate Commission/SERC or within 120 days from the date of signing of Power Sale Agreement (PSA), whichever is more, BSNL/Buying Entity (as the case may be) shall obtain adoption of tariff from competent authority on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between BSNL or BSNL and the Buying Entity(ies). The Parties agree that in the event, the order of adoption of tariff/ Contracted Capacity approval as mentioned above is not issued by competent authority (as applicable) within the time specified above, the provisions of Article 2.1.4 shall apply.
- 2.1.4 Pursuant to Article 4.6.2, if parties have not mutually extended the time period as stipulated under Article 2.1.3 and the order from the competent authority within the timeline as per Article 2.1.3, no extension for Scheduled Commencement of Supply Date (SCSD) shall be given. However, if the requisite order is issued after the timeline as per Article 2.1.3, this shall entail a corresponding extension in SCSD for equal number of days for which the order has been delayed beyond such period as specified in Article 2.1.3. In case of any difference between the date of signing of PPA and

the Effective Date of the PPA, which is attributable to the renewable power project developer (PD), such duration between the two dates (in terms of days), will be deducted from the above extension in the corresponding milestone.

Provided further that in case, the order of adoption of Tariff/Contracted Capacity approval by the competent authority as required under Article 2.1.3 above is not received or delayed, either Party shall not be liable for payment of any compensation to other Party for any loss or damage on account of such delay in approval .

## 2.2 **Term of Agreement**

2.2.1 Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for a term from the Effective Date until the Expiry Date. This Agreement may be extended for a further period at least one hundred eighty (180) days prior to the Expiry Date, on mutually agreed terms and conditions.

2.2.2 The renewable power project developer (PD) is not free to operate their plants beyond the Expiry Date if other conditions like land lease / Right to Use of Land(as applicable), permits, approvals and clearances etc unless procuring unit BSNL consents in writing to continue In such case unless otherwise agreed by the Buying Entity, BSNL /Buying Entity (as the case may be) shall not be obligated to procure power beyond the Expiry Date.

## 2.3 **Early Termination**

2.3.1 This Agreement shall terminate before the Expiry Date if either BSNL or PD terminates the Agreement, pursuant to Article 13 of this Agreement.

2.3.2 In case the BSNL-Buying Entity PSA corresponding to the Contracted Capacity is terminated or modified for a reduced capacity during the Term of this Agreement the event may result in Termination of this Agreement or pro-rata reduction in Contracted Capacity of this Agreement, as the case may be, at the discretion of BSNL. In such scenario, any termination

compensation payable by the respective Buying Entity, will be passed on to the renewable power project developer (PD), after deducting BSNL's costs, if any.

#### 2.4 **Survival**

2.4.1 The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive pre estimated damages as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability and Indemnification), Article 16 (Governing Law and Dispute Resolution), Article 17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

**ARTICLE 3: INSTALLED CAPACITY AND PERFORMANCE SECURITY****3.1 Installed Capacity**

3.1.1 The PD shall configure the project with the objective of supplying green power to the Buying Entity. Accordingly, the Project Capacity, i.e. the Installed Capacity shall mean the rated capacities of the green Power Project in the following configuration:

Solar: \_\_\_MW/

Wind \_\_\_MW

3.1.2 The above configuration shall be identical to the "installed capacity" for which connectivity has been granted to the PD under the GNA/Applicable Regulations. Also, any change in Delivery Point is allowed up to the deadline for Financial Closure as per Article 3.4 of this Agreement.

a. In this regard, any change in Delivery Point from the one mentioned in the Covering Letter at the time of bid submission shall be allowed till the deadline to apply for connectivity, subject to the condition that the Scheduled Commissioning Date of the proposed new Delivery Point is on or before 31st December, 2026.

b. Subsequent to deadline to apply for connectivity, any change in Delivery Point shall be allowed by BSNL only in case the scheduled commissioning date of the InSTS/ISTS- substation of the proposed revised Delivery Point is on or before the scheduled commissioning date of the existing Delivery Point of the Project, at the time of seeking approval from BSNL by the PD.

In this case, the PD will be required to apply for connectivity at the proposed substation within 7 working days of intimation of approval for the same by BSNL.

In case the PD fails to obtain connectivity on account of reasons attributable to it, including but not limited to failure to apply for connectivity within the above deadline, the PD will not be eligible for corresponding extension in the timelines for meeting the

Project milestones.

3.1.3 Energy Storage Systems (ESS) - **Not applicable in this project.**

### 3.2 **Performance Bank Guarantee/ Payment on Order Instrument**

3.2.1 The Performance Bank Guarantee (PBG) having validity from the date of submission of PBG until (insert validity period as per RfS conditions), submitted for a value of Rs. \_\_\_\_\_ (in words) under this Agreement, shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement and performance of obligation of the agreement, as per format provided in tender document.

3.2.2 The failure on the part of the PD to furnish and maintain the Performance Bank Guarantee shall be a material breach of the term of this Agreement on the part of the PD.

3.2.3 *Without the prejudice to the rights and remedies available to BSNL, BSNL shall en-cash the PBG as pre estimated damages, equivalent to the amount calculated as per Article 4.6 as on the date of encashment, in case if the PD fails to commence supply of power from SCSD specified in this Agreement or any further extension thereof granted by BSNL, subject to conditions mentioned in Article 4.5, or if PD fails or neglects any of the bid obligations under the contract, or in case of any of unsatisfactory performance of the PD or for any non-compliance of any of the conditions of this Agreement by the PD, or in the event of any default in the execution of work by the PD under the contract or in the event of any loss resulting from PD's failure to complete its obligation under the contractor otherwise till all the dues of BSNL by virtue of this Agreement have been fully paid and its claims satisfied and discharged. . It is to be noted that the damages/dues recovered by BSNL by encashing the PBG, upon the default of the PD under the PPA, shall be forfeited absolutely.*

3.2.4 *Without the prejudice to the rights and remedies available to BSNL,*

*BSNL shall en-cash the PBG in case if the PD fails or neglects any of the bid obligations under the contract, or in case of any of unsatisfactory performance of the PD or for any non-compliance of any of the conditions of this Agreement by the PD(s), or in the event of any default in the execution of work by the PD under the contract or in the event of any loss resulting from PD's failure to complete its obligation under the contract or otherwise till all the dues of BSNL by virtue of this Agreement have been fully paid and its claims satisfied and discharged*

### **3.3 Return of Performance Bank Guarantee**

3.3.1 Subject to Article 3.2, BSNL shall return / release the Performance Bank Guarantee within 30 days after the successful commencement of Power supply from the Project after taking into account any pre estimated damages due to delays in commencement of power supply beyond SCSD as per provisions stipulated in this Agreement. PBG may be returned on pro-rata basis subsequent to commencement of supply from part-capacity of the Project, based on the request by the renewable power project developer (PD).

3.3.2 The return / release of the Performance Bank Guarantee shall be without prejudice to other rights of BSNL under this Agreement.

### **3.4 Achievement of Financial Closure**

The PD agrees and undertakes to duly perform and complete all of the following activities to achieve Financial Closure, at the PD's own cost and risk, by the date as on 6 months prior to the SCSD/ extended SCSD:

- a) The renewable power project developer (PD) shall make Project financing arrangements and shall provide necessary certificates to BSNL in this regard;
- b) The PD shall submit the details of all planned/proposed solar panels/wind turbine, inverters and produce the documentary

evidence of the same.

### **3.5 Consequences of non-achievement of Financial Closure**

3.5.1 In case of a failure to submit the documents as above, BSNL shall encash the Performance Bank Guarantee/Payment on Order Instrument submitted by the PD, and may terminate this Agreement and remove the Project from the list of the selected Projects by giving a notice to the PD in writing of at least seven (7) days. Unless extended as per provisions of Article 3.5.2 of this Agreement in writing, BSNL may terminate this Agreement upon the expiry of the 7<sup>th</sup> day of the above notice.

3.5.2 An extension, without any impact on the Scheduled Commencement of Supply Date, may however be considered till SCSD/revised SCSD of the Project, on the sole request of PD, on payment of Rs. 100/- per day per MW + applicable GST to BSNL. Such extension charges are required to be paid to BSNL in advance, for the period of extension required. In case of any delay in depositing this extension charge, PD shall pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI-MCLR (1Year). In case such delay in making payment of the extension charges to BSNL is more than 7 days, BSNL may terminate this Agreement upon the expiry of such 7<sup>th</sup> day. In case of the PD meeting the requirements of Financial Closure before the last date of such proposed delay period (for which extension charges have been paid), the remaining amount deposited by the PD shall be returned by BSNL without interest. This extension will not have any impact on the Scheduled Commencement of Supply Date. Any extension charges paid so by the PD, shall be returned to the PD without any GST amount and interest on achievement of successful commencement of power supply within the Scheduled Commencement of Supply Date, on pro-rata basis, based on the Contracted Capacity that has commenced supply of power as on Scheduled Commencement of Supply Date. However, in case the PD fails to start commencement



of power supply from the Contracted Capacity by Scheduled Commencement of Supply Date, the extension charges deposited by the PD shall not be refunded by BSNL. For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.

#### **ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT**

##### **4.1 PD's Obligations**

4.1.1 The PD undertakes to be responsible, at PD's own cost and risk, for the following:

- a) The PD shall be solely responsible and make arrangements for land development & associated infrastructure development of the Project and for Connectivity with the ISTS System Or InSTS as the case may be (connectivity can be taken by PD, up to the Contracted Capacity, at different Interconnection Points) for confirming the availability of power system required for supply of power by the SCSD and all clearances related thereto.
- b) Obtaining all Consents, Clearances (including Environmental clearance, if applicable) and Permits as required and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement. BSNL shall have no obligation to recommend to any department/agency or the Govt. for the grant/permission for the renewable Power project. The Project Developer shall, on his own, obtain permissions/sanctions from Government authorities, if any required for establishing the Project. Any steps that may be taken by BSNL in regard to grant of such consents and permits or any other approval to be taken by the PD shall only be a voluntary facilitating endeavor on the part of BSNL with no intention of being bound by any legal or binding obligation.
- c) Designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.

- d) The PD shall make adequate arrangements to connect the Power Project switchyard with the Interconnection Facilities at Interconnection / Metering / Delivery Point to connect the Power project switchyard with the Interconnection facilities at the Delivery Point.
- e) Obtaining Connectivity and executing connectivity agreement as per provision of GNA regulation issued by CERC/State Govt Authority, for evacuation of the Contracted Capacity and maintaining it throughout the term of the Agreement. It is further clarified that the Entities (renewable power project developer (PD) and Buying Entity) as indicated in the detailed procedure issued subsequently under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022/State Govt Regulations as the case maybe, will be responsible for their respective obligation as notified in the detailed procedure irrespective of the provisions of the RfS, PPA and PSA.
- f) The commencement of supply of power up to the Contracted Capacity to BSNL no later than the SCSD and continuance of the supply of power in line with Article 4.4 of this Agreement throughout the term of the Agreement.
- g) Owning the Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15.
- h) Maintaining minimum 51% shareholding prevalent at the time of signing of PPA up to a period of one (1) year after the SCSD in line with Clause 21 of the RfS;
- ~~i) Deleted~~
- j) Fulfilling all obligations undertaken by the PD under this Agreement and also as per the terms of the RfS.
- k) The PD shall be responsible to for directly coordinating and dealing with the corresponding BSNL/Buying Utility(ies), Load

Dispatch Centers, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of green Power and due compliance with deviation and settlement mechanism and the applicable Grid code/State/Central Regulations, acknowledging that the PD and the corresponding BSNL /Buying Utility(ies) are the Grid connected entities and BSNL as an Intermediary Procurer/trading licensee entity in respect of the renewable Power contracted under this Agreement.

- l) For the Solar PV/wind energy the renewable power project developer (PD) shall fulfill the technical requirements according to criteria mentioned under Annexure B and Annexure-E of the RfS, respectively.
- m) The PD shall be solely responsible for and obligated to ensure that the Project being implemented under this Agreement shall fulfill the criteria as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, and subsequent amendments and clarifications thereof.
- n) As part of scheduling of power from the Project, the PD will be required to punch- in its respective schedules along with subsequent revisions in such schedules, by itself, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Buying Entity(ies), as per the Regulations in force, under intimation to BSNL. The renewable power project developer (PD) must intimate BSNL in advance (preferably in the first week of the month), the energy transacted in previous month so that it will help to comply statutory obligations of BSNL as a trading licensee(if applicable). The PD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.
- o) Not used.
- p) For the Project being implemented under this Agreement, the PD

shall submit a detailed completion Schedule for the Project prior to the signing of PPA. Broad details to be captured in the Schedule are the land development , grid connectivity; order, supply and erection status of various Project components; financial arrangement/ tie up etc. The renewable power project developer (PD) shall also submit the progress report to BSNL in a form acceptable to BSNL and shall contain percentage completion achieved compared with the planned percentage completion for each activity, and any such other information as required by BSNL. The renewable power project developer (PD) shall be required to submit the progress status of Project to BSNL as and when requested by BSNL, strictly within the timelines provided by BSNL. Further, on 5<sup>th</sup> day of every calendar month, the renewable power project developer (PD) shall be required to submit the Project progress status as per Annexure-D of the RfS or the format as desired by Buying Entity. In case of failure to comply with the same, BSNL at its discretion, may or may not consider the SCSD extension request of the renewable power project developer (PD).

#### **4.2 Information regarding Interconnection Facilities**

4.2.1 The PD shall be required to obtain all information from the STU/CTU/concerned authority with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on the renewable power project developer (PD)'s side of the Delivery Point to enable delivery of electricity at the Delivery Point. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the renewable power project developer (PD) at his own cost. Pre estimated damages, fines and charges, etc. imposed by the CTU/ STU under any statute or guidelines in relation to delay in commissioning of the Project shall be entirely dealt by the PD and any such amounts claimed by such agency(ies) shall be payable by

the PD.

4.2.2 The responsibility of getting connectivity with the transmission system up to the Interconnection Point, will lie with the PD. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the PD at his own cost. The maintenance of Transmission system up to the designated point as per the applicable terms and conditions shall be the responsibility of the PD to be obtained at his own cost. All costs and charges including but not limited to the wheeling charges and losses up to and including at the Interconnection Point associated with this arrangement will also be borne by the PD.

4.2.3 In case of Pooling substation, losses in the transmission line shall be apportioned among the PDs who share such a Pooling arrangement and duly signed by all PDs, based on their monthly generation.

4.2.4 The arrangement of connectivity shall be made by the PD through a transmission line. The entire cost of transmission including cost of construction of line, any other charges, losses etc. from the Project up to the Interconnection Point will be borne by the renewable power project developer (PD). In case of non-availability of Grid and Transmission System during Term of this Agreement, for reasons not attributable to the renewable power project developer (PD), provisions of Article 4.10 shall be applicable.

4.2.5 ISTS or INSTS ( as the case may be )charges and losses on transmission of power, including waiver for renewable power, shall be applicable as per extant regulations. Government of India/CERC at its sole discretion, from time to time, issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of renewable power till a certain date. In case commencement of power supply from the Project gets delayed beyond the applicable date of ISTS or INSTS ( as the case may be )waiver, arising out of any reasons whatsoever, BSNL shall bear no

liability with respect to transmission charges and losses levied, if any. Delay in Project commissioning beyond the deadline as stipulated by the Government of India, and treatment of ISTS or INSTS ( as the case may be )charges and losses thereof, shall be dealt in line with the Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) (First Amendment) Regulations, 2023 dated 07.02.2023, and subsequent amendments and clarifications thereto, as applicable.

However, in case the SCSD is on or before the above deadline for ISTS or INSTS ( as the case may be )waiver and commencement of power supply from the Project gets delayed beyond the applicable date of ISTS or INSTS ( as the case may be )waiver and losses due to reasons solely attributable to the PD, the liability of transmission charges and losses would be to the account of the PD. In case of delay in commencement of power supply by the renewable power project developer (PD) even after the operationalization of GNA obtained by the Buying Entity, renewable power project developer (PD) shall be liable to pay the applicable CTU/STU transmission charges.

Subject to the above, it is however, clarified that only ISTS/ InSTS charges and losses beyond the Delivery Point(s) shall be borne by the Buying Utility upon the execution of the relevant PSA.

In case of delay in commencement of power supply by the renewable power project developer (PD) even after the operationalization of GNA obtained by the Buying Entity, renewable power project developer (PD) shall be liable to pay the applicable CTU/STU transmission charges.

### **4.3 Purchase and sale of Power within the Contracted Capacity**

4.3.1 Subject to the terms and conditions of this Agreement, the PD undertakes to sell renewable power to BSNL and BSNL undertakes to purchase such power and pay Tariff for all the energy supplied at the Delivery Point corresponding to the Contracted Capacity.

4.3.2 Power procured from the Project awarded under this RfS shall be

utilised for own requirement Or allocated on back- to-back basis to the Buying Entities at the discretion of BSNL, in consultation with Buying Entities

#### **4.4 Right to Contracted Capacity & Energy**

4.4.1 For supply of power in hours other than Peak Hours, the CUF declared by the PD is

\_\_\_\_\_ (insert the amount as per BSNL's LoA). The renewable power project developer (PD) will be allowed to revise the CUF of the Project once within first year after the date of commencement of power supply from full Project Capacity. In case of revision in CUF, the revised CUF shall, in no case, be lower than the originally committed value. Subsequent to commencement of power supply from the Project, BSNL, in any Contract Year, except for the Contract Year ending on 31<sup>st</sup> March immediately after the date of

Commencement of power from the Project, shall not be obliged to purchase any additional energy from the renewable power project developer (PD) beyond \_\_\_\_\_ Million kWh (MU) [Insert value of energy corresponding to CUF of 110% of the declared CUF for the Project or the modified CUF] unless agreed in writing . If for any Contract Year, except for the Contract Year ending on 31st March immediately after the date of commencement of power from the Project, it is found that the renewable power project developer (PD) has not been able to supply minimum energy amounting to ... \_\_\_\_\_ Million kWh (MU) [Insert values corresponding to a CUF of 85% of the

Declared CUF for the project or the modified CUF] till the end of 10 years from the SCSD and \_\_\_\_\_ Million kWh (MU) [Insert values corresponding to a CUF of

80% of the declared CUF for the project or the modified CUF] for the rest of the Term of the Agreement, save and except in case of Force Majeure, the PD shall be liable to pay pre estimated damages to BSNL to enable BSNL to remit such pre estimated damages to the BSNL /Buying Entity (ies).{if applicable]

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

The lower limit will, however, be relaxable by Buyer to the extent of Generation Compensation due to grid non-availability to the Project for evacuation which is beyond the control of the renewable power project developer (PD) as determined under provisions of Article 4.10.1. The amount of such pre estimated damages will be equal to **1.5 times** the Applicable Tariff for the shortfall in energy terms, which in turn, shall be remitted to the



Buying Entity. The pre estimated damages as per above shall be applied on the amount of shortfall in generation from the Project during any Contract Year. This pre estimated damages shall not be applicable in events of Force Majeure identified under this Agreement, affecting supply of renewable Power by renewable power project developer (PD).

4.4.1 (a) Scheduling and offtake of energy during Peak Hours

- i. The PD may supply the required energy during Peak Hours either from the from any renewable generation available during the Peak Hours.
- ii. It is clarified that the Buying Entity /BSNL is mandated to off-take the energy on a daily basis, and may choose to schedule peak power supply as per its requirement. The discharge of energy during Peak Hours shall be governed by the demand pattern of the corresponding BSNL /Buying Entity (ies), as per the Buying Entity's schedule. In case of non-receipt of peak hours schedule from the Buying Entity by 6:00 AM in the morning on a particular day, PD shall supply the peak power as per its own discretion during the Peak Hours of that day. The requirement of electricity supply during Peak Hours is to be mandatorily met on a day-to-day basis, and shall be monitored on a monthly basis.
- iii. It may be noted that at any instance of energy supply from the Project, priority shall be accorded by PD to meet the capacity requirements as per PPA,. Any instance of third-party sale of power from the Project by the PD to third party by PD is not permissible. It shall constitute a breach of renewable power project developer (PD)'s obligations under the PPA and render the PD liable for pre estimated damages@1.5 times of extant market rate/kWh (reference rate being the highest of the applicable rates in the DAM/G- DAM/RTM of all the Power Exchanges operating in India on that day) for the quantum of such sale. This pre estimated damages will be levied over and

above the pre estimated damages for shortfall in meeting the CUF requirement during hours other than Peak Hours and supply of energy during Peak Hours.

- iv. Any shortfall in supply of Peak Power below the requirement of Buying Entity as per this clause, shall be dealt as per Article 4.4.1(b) below.
- v. The Buying Entity shall be required to intimate its choice of Peak Hours (which shall be 4 hours during a day) and Power requirement in the selected Peak Hours to BSNL and renewable power project developer (PD) on daily basis latest by 06:00 AM of that day, which will be deemed to have been accepted by the PD for supply of Peak Power.

#### 4.4.1 (b) Shortfall in supply of energy during Peak Hours

In case of any shortfall in supply of Power during the Peak Hours as notified by the Buying Entity, from the mandated supply of energy (i.e. up to 2 MWh for each 1 MW capacity), the renewable power project developer (PD) shall pay a pre estimated damages corresponding to the energy shortfall, calculated as  $1.5 \times \text{PPA Tariff}$ . For the purpose of calculation of shortfall in energy supplied during Peak Hours, a 'month' shall be the billing month as defined in the PPA.

This pre estimated damages will be levied over and above the pre estimated damages for shortfall in meeting the minimum annual CUF requirement as per this Article.

Such shortfall shall be permissible up to 30% below the energy requirement by the Buying Entity during Peak Hours, on a monthly basis, and up to 15% below the energy requirement on an annual basis. The monthly shortfall beyond 30% will be calculated on a daily basis, and pre estimated damages will be levied on the total shortfall aggregated in a month. For the annual shortfall beyond 15%, pre estimated damages will be calculated on annually. In a Contract Year, the higher of these two pre estimated damages(monthly shortfall and annual shortfall) shall be

applicable, and the remaining pre estimated damages amount (based on difference of applicable pre estimated damages for that Contract Year and pre estimated damages levied for the 11 months in that Contract Year) shall be levied in the last month of the Contract Year.

For e.g. If for a Contract Year, the sum of pre estimated damages for all the 12 months comes out to be Rs. 2 Lakhs and the pre estimated damages for shortfall in annual shortfall comes out to be Rs

2.2 Lakhs, the applicable pre estimated damages for that Contract Year shall be Rs. 2.2 Lakhs. And if the pre estimated damages levied on the renewable power project developer (PD) till 11 months of that Contract Year is Rs. 1.7 Lakhs, the pre estimated damages imposed in the last month will be Rs. 0.5 Lakhs.

The PD shall offer power such that 100% of the annual energy offered corresponds to renewable power. The renewable power project developer (PD) can, however, source up to 5% RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements, towards meeting the supply conditions stipulated in this Agreement.

It is hereby clarified that for supply of power in hours other than Peak Hours, the pre estimated damages on account of shortfall in meeting the minimum energy requirement as per Article 4.4.1 shall be levied annually and for supply of power during the Peak Hours, the pre estimated damages on account of shortfall in supply of energy during the Peak Hours shall be calculated on a monthly basis.

For example, considering energy supply during Peak Hours for the month of April, the renewable power project developer (PD) was required to supply 3 MUs during Peak Hours and the renewable power project developer (PD) supplies 2 MUs during this month, then the applicable pre estimated damages for shortfall in supply during Peak Hours for this month will be Rs. 4.05 Lakhs  $[(0.70 \times 3 - 2) \times 2.7 \times 1.5]$  (considering the tariff of Rs. 2.7/kWh). This pre estimated damages will be separate from the pre estimated

damages for shortfall in meeting the minimum annual CUF requirement, which is applicable for supply of power in hours other than Peak Hours.

4.4.1 (c) The detailed list of documents required for verification of energy supply and performance of the Projects will be intimated to the renewable power project developer (PD)s subsequent to commissioning

(i) For each Month, the above data will be required to be submitted by the respective renewable power project developer (PD)s to BSNL within 7 days after expiry of the previous Month, for verification of the performance parameters for calculating applicable pre estimated damages on account of shortfall.

(ii) For each Contract Year, the above data will be required to be submitted by the respective renewable power project developer (PD)s to BSNL within 30 days after expiry of the previous Contract Year, for verification of the performance parameters for calculating applicable pre estimated damages on account of shortfall.

4.4.2 Any excess generation over and above as per Article 4.4.1, may be purchased by BSNL at the tariff as per Article 9, provided the BSNL/ Buying Entity consents to purchase such power at the Applicable Tariff as per PSA. While the PD would be free to install the DC solar field as per its design of required output, including its requirement of auxiliary consumption and to repower the Project from time to time during the term of the PPA, it will not be allowed to sell any excess power to any other entity other than BSNL (unless refused by BSNL). The PD shall be required to intimate BSNL about the proposed excess quantum of energy likely to be generated from the Project within any Contract Year, at least 60 days prior to the proposed date of commencement of excess generation in that Contract Year. BSNL shall be required to intimate its approval/refusal to the PD, for buying such excess generation not later than 15 days of receiving the above offer from the renewable power project developer (PD). In the event the offer

of the renewable power project developer (PD) is not accepted by BSNL within the said period of 15 deviation days, such right shall cease to exist and the PD shall, at its sole discretion, may sell such excess power to any third party.

However, 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 PD will have to forego the excess generation and reduce the output to the rated capacity and shall also have to pay the pre estimated damages/charges (if applicable) as per applicable regulations / requirements / guidelines of CERC / SERC /SLDC or any other competent agency.

4.4.5 The renewable power project developer (PD) agrees that the methodology specified hereinabove for calculation of compensation in the form of pre estimated damages payable by the renewable power project developer (PD) as indicated above is a genuine and accurate pre-estimation of the actual loss that will be suffered by BSNL / Buying Entities. renewable power project developer (PD) shall further acknowledge that a breach of any of the obligations contained herein result in injuries and that the amount of the pre estimated damages or the method of calculating the pre estimated damages specified in this document is a genuine and reasonable pre- estimate of the damages that may be suffered by the BSNL / Buying Entities in each case specified under this Agreement.

4.4.6 The parties agree that pre estimated damages shall not be applicable in events of Force Majeure identified under the PPA, affecting supply of power by the PD. PD shall not be liable to pay any pre estimated damages whatsoever including consequential damages for any shortfall in generation in excess of what becomes payable under Article 4.4.7 and/or Article 4.4.10.

#### 4.5 **Extensions of Time**

4.5.1 In the event that the renewable power project developer (PD) is prevented from performing its obligations under Article 4.1 by the SCSD due to:

- a) any BSNL Event of Default; or
- b) Force Majeure Events affecting BSNL/ Buying Entity(ies) , or Force Majeure Events affecting the PD,

the SCSD and the Expiry Date shall be deferred, for a reasonable period but not less than 'day for day' basis, to permit the PD or BSNL/ Buying Entity(ies) through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the PD or BSNL/Buying Entity(ies), or till such time such Event of Default is rectified by BSNL.

4.5.2 Subsequent to grant of connectivity, in case there is a delay in Start Date of Connectivity by the CTU and/or there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCSD of the Project, and it is established that:

- (i) The PD has complied with the complete application formalities as per RfS,
- (ii) The PD has adhered to the applicable Procedure in this regard as notified by the CERC/CTU, and
- (iii) The delay in Start Date of Connectivity and/or delay in readiness of the ISTS/InSTS (as case may be) substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS /InSTS( as the case may be) network, is solely attributable to the CTU/transmission licensee and is beyond the control of the PD;

The above shall be treated as delays beyond the control of the PD and SCSD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or Start Date of Connectivity. Decision on requisite extension on account of the above factor shall be taken by BSNL. In case of change in Project location(s) by the PD, extension requests under this Article shall be dealt by BSNL on case-to-case basis. For avoidance of ambiguity, it is

clarified that for decisions made under this Article, the phrase "change in Project location" or its similar connotations, shall refer solely to change in Delivery Point(s) of the Project.

4.5.3 In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of nine (9) months from the date of the Force Majeure Notice, termination of this Agreement shall be caused solely at the discretion of BSNL, as per the provisions of Article 13.5.

4.5.4 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the SCSD or the Expiry Date should be deferred, either Party may raise the Dispute to be resolved in accordance with Article 16.

4.5.5 As a result of such extension on account of Article 4.5.1 or Article 4.5.2, the newly determined SCSD and newly determined Expiry Date shall be deemed to be the SCSD and the Expiry Date for the purposes of this Agreement.

4.5.6 Further, any delay in adoption of tariff by the Appropriate Commission and/or Contracted Capacity approval from SERC, beyond 60 days of submission of petition for adoption of tariff/Contracted Capacity approval before the Appropriate Commission/SERC or 120 days from the date of signing of PSA, whichever is more, shall entail a corresponding extension in the SCSD, in line with provisions of Article 2.1.4 of this Agreement.

4.5.7 Delay in commencement of power supply from the project beyond the SCSD for reasons other than those specified in Article 4.5.1 & Article 4.5.2 shall be an event of default on part of the PD and shall be subject to the consequences specified in the Article 4.6.

**4.6 Pre estimated damages for delay in Commencement of Power Supply**

4.6.1 The PD shall commence supply of power from the full Project Capacity within SCSD as defined in this Agreement. If the PD is

unable to commence power supply from the Project by the SCSD for the reasons other than those specified in Article 4.5.1 and 4.5.2, the renewable power project developer (PD) shall pay to BSNL, pre estimated damages for the delay in such commencement of power supply and making the Contracted Capacity available for dispatch by the SCSD as per the following:

(a) Delay beyond the SCSD upto (& including) the date as on 6 months after the SCSD or the extended SCSD, if applicable:

The total PBG amount shall be encashed on per-day basis and proportionate to the Project capacity that has not commenced supply of power. For example, in case of a Project of 24 MW capacity, if supply of power has commenced of 10 MW capacity is delayed by 18 days beyond the SCSD/ extended SCSD, then the pre estimated damages shall be: PBG amount X (100/240) X (18/180). For the purpose of calculation of pre estimated damages, a 'month' shall comprise of 30 days.

(b) For avoidance of doubt it is clarified that provisions of Article 4.6.1 will be applicable even in cases where no capacity (**i.e. 0 MW**) has commenced power supply.

4.6.2 The maximum time period allowed for commencement of power supply from the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to 6 months after the SCSD/extended SCSD of the Project. In case, the commencement of power supply from the Project is delayed beyond 6 months after the SCSD/ extended SCSD, following shall be applicable:

(i) The Contracted Capacity shall stand reduced / amended to the capacity corresponding to the Project Capacity that has commenced power supply until the date as on 6 months after the SCSD/ extended SCSD and the PPA for the balance capacity will stand terminated and shall be reduced from the Contracted Capacity.

4.6.3 The PD acknowledges and accepts that the methodology specified



herein above for calculation of pre estimated damages payable by the renewable power project developer (PD) is a genuine and accurate pre-estimation of the actual loss that will be suffered by BSNL. PD further acknowledges that a breach of any of the obligations contained herein result in injuries and that the amount of the pre estimated damages or the method of calculating the pre estimated damages specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the BSNL in each case specified under this Agreement.

4.6.4 In case of part-commencement of power supply subsequent to the SCSD, encashment of PBG shall take place upon commencement of power supply from each part capacity, in case of no request for time extension of such part capacity pending with BSNL/

#### **4.7 Acceptance/Performance Test**

4.7.1 Prior to synchronization of the Power Project, the PD shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by Central Electricity Authority or an agency identified by the central/state government to carry out testing and certification for the Power projects( if applicable).

#### **4.8 Third Party Verification**

4.8.1 The PD shall be further required to provide entry to the site of the Power Project (from which power under this Agreement is being made available) free of all encumbrances at all times during the Term of the Agreement to BSNL and a third Party nominated by any Indian Governmental Instrumentality for inspection and verification of the works being carried out by the PD at the site of the Power Project. The PD shall provide full support to BSNL and/or the third party in this regard.

4.8.2 The third party may verify the construction works/operation of the Project being carried out by the PD and if it is found that the construction works/operation of the Power Project is not as per the

Prudent Utility Practices, it may seek clarifications from renewable power project developer (PD) or require the works to be stopped or to comply with the instructions of such third party.

#### **4.9 Breach of Obligations**

4.9.1 The Parties herein agree that during the subsistence of this Agreement, subject to BSNL being in compliance of its obligations & undertakings under this Agreement, the PD would have no right to negotiate or enter into any dialogue with any third party for the sale of Contracted Capacity of power which is the subject matter of this Agreement. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.

#### **4.10 Generation compensation for Off-take constraints**

**4.10.1** Generation Compensation in offtake constraints due to Grid Unavailability: During the operation of the plant, 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 renewable Power Developer. In such cases, subject to the submission of documentary evidences from the competent authority, the generation compensation shall be restricted and payable by the BSNL as under and there shall be no other claim, directly or indirectly against BSNL:

<b>Duration of Grid unavailability</b>	<b>Provision for Generation Compensation</b>
Grid unavailability beyond 175 hours in a Contract Year (as defined in Article 1)	<p><b><i>Generation Compensation= ((Tariff in KWh X renewable energy (MWh) offered but not scheduled by the Buying Entity)) X 1000 X No. of hours of grid unavailability.</i></b></p> <p>However, in the case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting</p>

	expenses, shall be adjusted against the Generation compensation payable, on monthly basis.
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Compensation (if any) calculated as per above provision, will be paid to the renewable power project developer (PD) on an annual basis.

**4.10.2** Payment in case of reduced off take: The renewable power project developer (PD) and the Buying Entity/BSNL shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In case the plant is available to supply power but the off take of power is not done by the Buying Entity(ies), including non-dispatch of power due to non-compliance with "Electricity (Late Payment Surcharge and Related matters) Rules, 2022 notified by the Ministry of Power vide Gazette notification dated 3rd June 2022" and any clarifications or amendment thereto, considering the principle of "must run" status for RE Power, the renewable power project developer (PD) shall be eligible for payment from the Buying Entity, corresponding to the reduced off take, in terms of following manner:

<b>Reduced Off-take</b>	<b>Provision for Generation Compensation</b>
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<p>Reduced off-take beyond 175 hours in a Contract Year (as defined in Article 1)</p>	<p><b>Generation Compensation= (Applicable Tariff in KWh X renewable PV Power (MWh) offered but not scheduled by the Buying Entity) X 1000 X no. of hours of Reduced Off take.</b></p> <p>However, in the case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.</p>
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4.10.3 deleted

4.10.4 The PD shall be eligible for payment from the BSNL, corresponding to the reduced offtake of power as per above mentioned methodology. The Payment is to be done as part of the energy bill for the successive month after receipt of Energy Accounts. It is hereby clarified that for the purpose of Article 4.10, "generation" shall mean scheduled energy based on Energy Accounts. The PD shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions or Force Majeure.

**ARTICLE 5: SYNCHRONIZATION, COMMERCIAL OPERATION AND COMMENCEMENT OF SUPPLY OF POWER**

- 5.1 The PD shall give the concerned RLDC/SLDC and BSNL and also to the Buying Entity at least sixty (60) days' advanced preliminary written notice and at least thirty (30) days' advanced final written notice, of the date on which it intends to synchronize the renewable Power Project to the Grid System.
- 5.2 Subject to Article 5.1, the Project may be synchronized by the PD to the Grid System when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid System.
- 5.3 The synchronization equipment and all necessary arrangements / equipment including RTU for scheduling of power generated from the renewable energy Project and transmission of data to the concerned authority as per applicable regulations shall be installed by the PD at its generation facility at its own cost. The PD shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned substation/Grid System and checking/verification is made by the concerned authorities of the Grid System and RLDC/sldc, in line with the provisions of the Grid Code.
- 5.4 The PD shall immediately after each synchronization/tripping of generator, inform the sub-station of the Grid System to which the generation facility including renewable Project(s) is electrically connected and also to the RLDC/sldc in accordance with applicable Grid Code under intimation to BSNL.
- 5.5 The PD shall commission the Project in line with provisions of the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time. In line with this regulation, the renewable power project developer (PD) proposing the Project, or its part, for commissioning shall give to

BSNL and the Buying Entity, a preliminary notice not later than 90 days prior and advance notice not later than 30 days prior to the proposed commissioning date. Further, the PD shall also give a notice of not less than seven (7) days, for trial run or repeat of trial run, to the concerned RLDC, Buying Entity(ies), and/or BSNL. However, in case the repeat trial run is to take place within 48 hours of the failed trial run, fresh notice shall not be required.

BSNL/Buying Entity reserves first right of refusal on the infirm power generated by PD and the same may be procured by Buying Entity at Applicable Tariff as per Article 9.1 of the Agreement plus BSNL's trading margin. The renewable power project developer (PD) shall be required

to obtain No Objection Certificate (NOC) from BSNL prior to sale of infirm power to any third party prior to declaration of Commercial Operation Date (COD). However, in case, the Buying Entity is ready to offtake infirm power prior to declaration of COD then such infirm power shall be scheduled to the Buying Entity in line with Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023. In case Buying Entity does not consent to purchase such infirm power, the right of refusal shall then vest with BSNL.

The renewable power project developer (PD) shall submit requisite documents as mentioned below, at least 30 days prior to trial run of the Project –

- i. Intimation regarding the timeline for commencement of supply of power from the Project.
- ii. Copy of CON-4 or any other report submitted to CTU/STU.
- iii. Installation report duly signed by the authorized signatory as per Annexure-C of the RfS. The PD is advised to take due care in furnishing such Installation Report.
- iv. CEI/CEIG (as applicable) report containing approval for all the components, including Solar PV modules/wind turbine , inverters, transformers, transmission system and protection system, along with all annexures/attachments. It would be

the responsibility of the PD to obtain the certificate.

- v. Approval of Metering arrangement/scheme from CTU/GRID-INDIA/ any other concerned authority as applicable.
- vi. Plant Layout, Plant (AC & DC) SLD.
- vii. Affidavit certifying that the renewable power project developer (PD) has obtained all the necessary approvals for commencement of power supply from the Project, and indemnifying BSNL against any discrepancies in the above details.
- viii. Affidavit from the PD certifying possession of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying BSNL against any discrepancies in the above details.
- ix. Documents to establish the compliance of technical requirement as per PPA/RfS.

- x. Invoices against purchase of the Solar PV modules, turbine, Inverters/PCUs, WMS, SCADA and DC cables along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of Project components at site along with certified summary sheet by the authorized signatory.
- xi. In addition to the above, the PD shall provide KML files for the Solar PV component (specifying each block), details of energy storage systems, Wind power components. ALMM certificates, insurance documents of Project, online monitoring facility as per the RfS.

In case the PD fails to submit the above mentioned documents 15 days prior to the proposed date of trial run to BSNL, then NOC towards sale of infirm power will not be issued to the PD. In this case, if it is found that the infirm power is being scheduled to any third party/ power exchange without obtaining NOC from BSNL, PD will be liable to pay compensation to BSNL for the amount corresponding to Applicable Tariff for such sale . Such compensation will be passed on to the BSNL .

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

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

The date of onset of commercial offtake of power by BSNL/Buying



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Entity shall be determined as the date of commencement of power supply under the RfS/PPA.

- 5.6 The PD shall be permitted for commencement of power supply from full as well as part Contracted Capacity even prior to the SCSD subject to availability of transmission connectivity and General Network Access (GNA). Even in case of early part/full commencement of power supply, the PPA will remain in force for a period of 25 (twenty-five) years from the SCSD/extended SCSD.

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- 5.7 There can be part commencement of power supply from the Contracted Capacity. Part commencement of supply of power from the Project shall be accepted by BSNL/Buying Entity(ies) subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) shall be 1 MW (with the last part being the balance Contracted Capacity), without prejudice to the imposition of pre estimated damages, in terms of the PPA on the part which has not yet commenced supply of power. For example, in case the Contracted Capacity is 3MW, then the minimum capacity for acceptance of the first part commencement of power supply shall be 1 MW Solar PV/wind Power Project .
- 5.8 The BSNL& PD agree that for the purpose of commencement of the supply of power by PD to BSNL,pre estimated damages for delay etc., the SCSD/extended SCSD as defined in this Agreement shall be the relevant date.
- 5.9 The PDs will be free to reconfigure and repower various components of the Project configuration from time to time during the PPA duration at its own risk and cost, pursuant to Articles 3.1 and 4.4 of this Agreement. However, BSNL will be obliged to buy power only upto the Contracted Capacity as per this Agreement.
- 5.10 In additions to the requirements mentioned above, PD shall also comply with all the requirements as mentioned in the Indian Electricity Grid Code.

**ARTICLE 6: DISPATCH AND SCHEDULING****6.1 Dispatch and Scheduling**

- 6.1.1 The PD shall be entirely responsible to schedule its power as per the applicable regulations / requirements / guidelines of CERC / SERC /SLDC / RLDC or any other competent agency and same being recognized by the RLDC/SLDC or any other competent authority / agency as per applicable regulation/ law / direction and maintain compliance to the applicable Codes/ Grid Code requirements and directions, if any, as specified by concerned SLDC/RLDC from time to time. Any deviation from the schedule will attract the provisions of applicable regulation / guidelines / directions and any financial implication on account of this shall be on the account of the renewable power project developer (PD).
- 6.1.2 The renewable power project developer (PD) shall be responsible for directly coordinating and dealing with the Buying Entity, State Load Dispatch Centres, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of power and due compliance with deviation and settlement mechanism and the applicable Grid code Regulations, acknowledging that the renewable power project developer (PD) and Buying Entity are the Grid connected entities.
- 6.1.3 The PD shall be responsible for any deviation from scheduling and for any resultant liabilities on account of charges for deviation as per applicable regulations. UI charges on this account shall be directly paid by the PD.
- 6.1.4 Auxiliary power consumption will be treated as per the concerned Central/State regulations.
- 6.1.5 Further, in case of any difference in scheduled energy at the interfaces of all the RLDCs concerned for the corridor of the power flow, including the RLDC of the Buying Entity, BSNL will make payments corresponding to the lowest of the individual energy values to the PD, until rectification of the above error.

**ARTICLE 7: METERING****7.1 Meters**

- 7.1.1 For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the renewable power project developer (PD) and BSNL shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time.
- 7.1.2 The PD shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at renewable power project developer (PD)'s side of Delivery Point.
- 7.1.3 In addition to ensuring compliance of the applicable codes, the PD shall install Main & Check meters at the Delivery Point, along with Stand-by meter(s) as per the applicable Central/State regulations.
- 7.1.4 In case of pooling of multiple Projects, power from multiple Projects can be pooled at a Pooling Substation prior to the Delivery point and the combined power can be fed at Delivery point through a common transmission line from the Pooling Substation. In such cases, ABT compliant sub-meters as per relevant regulation/approval are also to be set up at pooling substation for individual projects in addition to the meters at Delivery Point as described in clause 7.1.3.

**7.2 Reporting of Metered Data and Parameters**

- 7.2.1 The grid-connected renewable PV Power Projects will install necessary equipment for regular monitoring of solar irradiance (including GHI, DHI, and solar radiation in the module plane), ambient air temperature, wind speed and other weather parameters and simultaneously for monitoring of the electric power (both DC and AC) generated from the Project.
- 7.2.2 Online arrangement would have to be made by the PD for submission of above data regularly for the entire period of this Power Purchase Agreement to the SLDC, BSNL and the concerned Ministry or concerned agency as per applicable regulation /

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directions.

- 7.2.3 Reports on above parameters on monthly basis (or as required by regulation / guidelines) shall be submitted by the PD to BSNL or its designated agency for entire Term of this Agreement..

**ARTICLE 8: INSURANCES****8.1 Insurance**

8.1.1 The PD shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks to keep the Project in good condition and shall take Industrial All Risk insurance policy covering risks against any loss or damage, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements, Implementation and Support Agreement (if applicable) and under the applicable laws.

**8.2 Application of Insurance Proceeds**

8.2.1 In case of the Project not being implemented through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

In case of the Project being financed through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be applied as per such Financing Agreements.

8.2.2 If a Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, BSNL shall have claim on such proceeds of such Insurance limited to outstanding dues of BSNL against the Buying Utility(ies) as per PSA entered into and any other dues of the Buying Utility(ies) against PD.

**8.3 Effect on liability of BSNL**

8.3.1 Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or

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expense which is insured or not or for which the PD can claim compensation, under any Insurance shall not be charged to or payable by BSNL or Buying Entity(ies). It is for the PD to ensure that appropriate insurance coverage is taken for payment by the insurer for the entire loss and there is no under insurance or short adjustment etc.

**ARTICLE 9: APPLICABLE TARIFF**

- 9.1 Subsequent to commencement of power supply by the renewable power project developer (PD) on the terms contained in this Agreement, the renewable power project developer (PD) shall be entitled to receive the Tariff of Rs \_\_\_\_\_ / kWh [Insert the Tariff discovered through the bidding process conducted by BSNL], fixed for the entire term of this Agreement.
- 9.2 In case of early part/full commencement of power supply from the project, till SCSD, the renewable power project developer (PD) shall not sell the electricity generated, to any entity other than the BSNL/ Buying Entity(ies), In case BSNL/Buying Entity agree to purchase power from a date prior to the SCSD, such power shall be purchased at the Applicable Tariff (as per Article 9.1). Any energy produced and flowing into the grid before SCSD shall not be at the cost of BSNL.
- Any excess generation over and above energy specified in Article 4.4.1, will be purchased by BSNL at the Applicable Tariff (as per Article 9.1), provided the Buying Entity consents for purchase of such excess generation. However, the PD will not be allowed to sell energy generated prior to SCSD or excess energy during any Contract Year to any other entity other than BSNL (unless consented by BSNL).
- 9.3 In case BSNL has a potential buyer/own requirement to procure the aforesaid un-requisitioned power, the renewable power project developer (PD) shall schedule the power to such Buying Entity/Buyer at applicable tariff of PPA.
- 9.4 In case only solar PV/wind generating component is ready for injection of power into the grid the renewable power project developer (PD) will be allowed to commence power supply from solar PV/wind energy component which is ready, outside the ambit of this Agreement. Following should be noted under this scenario:
- (a) First right of refusal for such power shall vest with the BSNL.
  - (b) In case BSNL/Buying Entity(ies) decides to buy such discrete component's power outside the PPA, such power shall be



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purchased at 50% of the Applicable Tariff. .

- (c) The above scenario will be applicable until the renewable power project developer (PD) commences supply of power to the Buying Entity(ies) under the provisions of this Agreement.

**ARTICLE 10: BILLING AND PAYMENT****10.1 General**

## 10.1.1

10.1.2 From the commencement of supply of power, BSNL shall pay to the PD the monthly Tariff Payments subject to the adjustments as per provisions of this Agreement including Article 6, in accordance with Article 9. All Tariff Payments by BSNL shall be in Indian Rupees.

## 10.1.3 Deleted

10.1.4 The PD shall be required to make arrangements and payments for import of energy and other charges (if any) required for supply/offer of the contracted capacity under this agreement as per applicable regulations.

10.1.5 The parties acknowledge and accept that the Electricity (Late Payment Surcharge and related matters) Rules, 2022 [hereinafter referred to as '**Rules**'] as notified vide G.S.R 416(E) on 03.06.2022 by the Central Government in exercise of the power conferred by Sub-section (1) of Section 176 of the Electricity Act, 2003 shall apply and govern the terms and conditions of this Agreement in regard to matters contained in the said Rules including but not limited to the Late Payment Surcharge, adjustment towards the Late Payment Surcharge, Payment Security mechanism-its operations and consequences, actions of Defaulting Entities, supply obligation of renewable power project developer (PD), power not requisitioned by the Buying Entity, the order of payment and adjustment towards late payment surcharge and indemnification. In case of any inconsistency in the Guidelines and/or the provisions of this Agreement, with the provisions of the above Electricity (Late Payment Surcharge and Related Matters) Rules, 2022, the Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 will supersede and be applicable and govern the terms and conditions of this Agreement. The above shall apply both in regard to the present agreement as well as on mutatis-mutandi and back to back basis to the PSA. The Rules referred to

hereinabove being statutory shall, to the extent applicable, supersede any provisions in this PPA and the PSA which are inconsistent or contrary to the provisions of the Rules.

**10.2 Delivery and Content of Monthly Bills/Supplementary Bills**

10.2.1 The renewable power project developer (PD) shall issue to BSNL hard copy of a signed Monthly Bill/Supplementary Bill for the immediately preceding Month/relevant period based on the issuance of Energy Accounts along with all relevant documents (payments made by PD for drawl of power, payment of reactive energy charges, Metering charges or any other charges as per guidelines of SERC/CERC, if applicable.

10.2.2 PD may raise Monthly bill based on the provisional REA published at RPC of the Buying Entity, the final adjustments in bill, if any, may be done on the basis of the final REA along with Debit/Credit Note. The Monthly Bill amount shall be the product of the energy as per Energy Accounts and the Applicable Tariff.

10.2.3 Deleted

10.2.2 As per applicable regulation(s) of the Appropriate Commission(s)/respective SERC(s), all charges pertaining to obtaining open access and scheduling of power, if any, up to the Delivery Point(s), shall be borne by the PD.

**10.3 Payment of Monthly Bills**

10.3.1 BSNL shall pay the amount payable under the Monthly Bill/Supplementary Bill by the Due Date to such account of the PD, as shall have been previously notified by the PD as below.

10.3.2 All payments required to be made under this Agreement shall also include any deduction or set off for:

- i) deductions required by the Law; and
- ii) amount claimed by BSNL, if any, from the PD, will be adjusted from the monthly energy payment. In case of any excess payment adjustment, the interest applicable will be same as rate of Late Payment surcharge will be applicable on day to day basis.

The PD shall open a bank account (the "PD's Designated Account") for all Tariff Payments (including Supplementary Bills) to be made by BSNL to the PD, and notify BSNL of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. BSNL shall also designate a bank account at New Delhi ("BSNL Designated Account") for payments to be made by the PD to BSNL, if any, and notify the BSNL of the details of such account ninety (90) Days before the SCSD. BSNL and the PD shall instruct their respective bankers to make all payments under this Agreement to the PD's Designated Account or BSNL's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

### 10.3.3 **Late Payment Surcharge**

In the event of delay in payment of a Monthly Bill by BSNL beyond the Due Date, a Late Payment Surcharge shall be payable by BSNL to the PD on the outstanding payment, at the base rate of Late Payment Surcharge applicable for the period for the first month of default. "Base rate of Late Payment Surcharge" means the marginal cost of funds based lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent (500 bps) and in the absence of marginal cost of funds based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify.

The Late Payment Surcharge shall be claimed by the PD through the Supplementary Bill. Late Payment Surcharge shall be payable on the outstanding payment at the base rate of Late Payment Surcharge applicable for the period for the first month of default. The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent (50 bps) for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time.

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If the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years.

The above payment will be made by BSNL subject to such late payment surcharge being duly received by BSNL under the PSA from the Buying Entity(ies)[If applicable].

10.3.4 Subject to the Article 9 of this Agreement, in the event of early commencement of power supply from the Project and subject to acceptance by BSNL, the payment for the power fed to the grid may be accounted from the date of commencement of such power supply, and PD would be allowed to raise Bills against such power as per Article 10.2.1. However, payment against the 1<sup>st</sup> such bill raised by the renewable power project developer (PD), will be made subject to acceptance of the bill by the Buying Entity.

#### 10.3.5 **Rebate**

For payment of any Bill including Supplementary Bill on or before Due Date, the following Rebate shall be paid by the renewable power project developer (PD) to BSNL in the following manner.

- a) A Rebate of 1.5% shall be payable to the BSNL for the payments made within a period of 10 (ten) days of the presentation of hard copy of Bill.
- b) Any payments made after ten (10) days up to and including the 30<sup>th</sup> Day from the date of presentation of Bill through hard copy, shall be allowed a rebate of 1%.

For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of the physical copy of the Bill at BSNL.

#### 10.4 **Payment Security Mechanism Letter of Credit (LC):**

NOT applicable

#### **10.5 Disputed Bill**

10.5.1 If the BSNL does not dispute a Monthly Bill or a Supplementary Bill raised by the PD within thirty (30) days of receiving such Bill shall

be taken as conclusive.

10.5.2 If the BSNL disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay undisputed amount or 50% of the invoice amount, whichever is higher, and it shall within thirty (30) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

- i) the details of the disputed amount;
- ii) its estimate of what the correct amount should be; and
- iii) all written material in support of its claim.

10.5.3 If the renewable power project developer (PD) agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the renewable power project developer (PD) shall revise such Bill and present along with the next Monthly Bill. In such a case, excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.

10.5.4 If the PD does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the BSNL providing:

- i) reasons for its disagreement;
- ii) its estimate of what the correct amount should be; and
- iii) all written material in support of its counter-claim.

10.5.5 Upon receipt of the Bill Disagreement Notice by the under Article 10.5.4, authorized representative(s) of BSNL by the CGM of territorial circle of the BSNL and renewable power project developer (PD) shall meet and make best endeavors to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

10.5.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.5.4, the matter shall be referred to Dispute resolution in accordance with Article 16.

10.5.7 For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, BSNL shall, without prejudice to its right to Dispute, be under an obligation to make payment of undisputed amount or 50% of the invoice amount, whichever is higher, in the Monthly Bill.

## **10.6 Quarterly and Annual Reconciliation**

10.6.1 The Parties acknowledge that all payments made against Monthly



Bills and Supplementary Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

10.6.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the PD and BSNL shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the PD shall make appropriate adjustments in the next Monthly Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

#### **10.7 Payment of Supplementary Bill**

10.7.1 PD may raise a ("Supplementary Bill") for payment on account of:

- i) Adjustments required by the Energy Accounts (if applicable); or
- ii) Change in Law as provided in Article 12, or
- iii) Payment under Article 4.10,

And such Supplementary Bill shall be paid by the other Party.

10.7.2 BSNL shall remit all amounts due under a Supplementary Bill raised by the PD to the PD's Designated Account by the Due Date, except open access charges, RLDC/SLDC or scheduling charges and transmission charges (if applicable). Except for payment under Article 10.7.1 (i), payment of Supplementary Bills will be made after realization of the same from the Buying Utility under the Power Sale Agreement. No Late Payment Surcharge will be applicable other than that on the monthly energy payment and

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associated debit and credit note.

**ARTICLE 11: FORCE MAJEURE****11.1 Definitions**

11.1.1 In this Article, the following terms shall have the following meanings:

**11.2 Affected Party**

11.2.1 An affected Party means Buyer or the renewable power project developer (PD) whose performance has been affected by an event of Force Majeure.

**11.3 Force Majeure**

11.3.1 A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

- a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if and only if it is declared / notified by the competent state / central authority / agency (as applicable);
- b) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action if and only if it is declared / notified by the competent state / central authority / agency (as applicable); or
- c) radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the

Affected Party.

- d) An event of Force Majeure identified under Buyer-Buying Entity(ies) PSA, thereby affecting delivery of power from renewable power project developer (PD) to Buying Entity(ies).

#### **11.4 Force Majeure Exclusions**

11.4.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
- b. Delay in the performance of any contractor, sub-contractor or their agents;
- c. Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- d. Strikes at the facilities of the Affected Party;
- e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f. Non-performance caused by, or connected with, the Affected Party's:
  - i. Negligent or intentional acts, errors or omissions;
  - ii. Failure to comply with an Indian Law; or
  - iii. Breach of, or default under this Agreement.

#### **11.5 Notification of Force Majeure Event**

11.5.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than fifteen (15) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the

Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement. The other Party shall respond on the claim of the Affected Party within 15 days of receipt of the said intimation of Force Majeure.

11.5.2 Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

11.5.3 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

**11.6 Duty to Perform and Duty to Mitigate**

11.6.1 To the extent not prevented by a Force Majeure Event pursuant to Article 11.3, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

**11.7 Available Relief for a Force Majeure Event**

11.7.1 Subject to this Article 11:

- (a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
- (b) every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations, including but not limited to those specified under Article 4.5;
- (c) For avoidance of doubt, neither Party's obligation to make payments of money due nor payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
- (d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

**ARTICLE 12: CHANGE IN LAW****12.1 Definitions**

In these rules, unless the context otherwise requires, -

12.1.1 In this Article 12, the term "Change in Law" shall refer to the occurrence of any of the following events pertaining to this Project only and any enactment or amendment or repeal of any law, leading to corresponding changes in the cost requiring change in tariff, and includes-

- i. a change in interpretation of any law by a competent court; or
- ii. a change in any domestic tax, including duty, levy, cess, charge or surcharge by the Central Government, State Government or Union territory administration leading to corresponding changes in the cost; or
- iii. a change in any condition of an approval or license obtained or to be obtained for purchase, supply or transmission of electricity, unless specifically excluded in the agreement for the purchase, supply or transmission of electricity, which results in any change in the cost,

but does not include-

- a. Any change in any withholding tax on income or dividends distributed to the shareholders of the generating company or transmission licensee; or
- b. change in respect of deviation settlement charges or frequency intervals by an Appropriate Commission.
- c. Any Change in Law event occurring after the SCSD/extended SCSD, which would not have affected the Project had the Project been commissioned before the SCSD/extended SCSD.

12.1.2 The term "law" in this Article includes any Act, Ordinance, order, bye-law, rule, regulation, and notification, for the time being in force, in the territory of India.

**12.2 Adjustment in tariff on account of Change in Law**

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- 12.2.1 On the occurrence of a change in law, the monthly tariff or charges shall be adjusted and be recovered in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified by the Ministry of Power on 22.10.2021 (and subsequent amendments, if any) to compensate the affected party so as to restore such affected party to the same economic position as if such change in law had not occurred.
- 12.2.2 For the purposes of 12.2.1 above, the affected party, which intends to adjust and recover the costs due to change in law, shall give a 21 days' prior notice to the other party about the proposed impact in the tariff or charges, positive or negative, to be recovered from such other party.
- 12.2.3 The affected party shall furnish to the other party, the computation of impact in tariff or charges to be adjusted and recovered, within thirty days of the occurrence of the change in law or on the expiry of 21 days from the date of the notice referred to in 12.2.2 above, whichever is later, and the recovery of the proposed impact in tariff or charges shall start from the next billing cycle of the tariff.
- 12.2.4 The impact of change in law to be adjusted and recovered may be computed as one time or monthly charges or per unit basis or a combination thereof and shall be recovered in the monthly bill as the part of tariff.
- 12.2.5 The amount of the impact of change in law to be adjusted and recovered (FOR CAPEX ONLY DURING INSTALLTION), shall be calculated in accordance with the formula given here under to calculate adjustment in the monthly tariff due to impact of change in law, which is non-recurring in nature. Let financial impact of change in law= $P$
- Then the modification in the monthly tariff (MT) for compensating the financial impact is given by  $MT=(Y/X)$
- Where  $X=$  estimated monthly electricity generation in kWh =  $(1/12) \times$  [Contracted Capacity of the power plant as per the



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Agreement (in MW) x CUF in % x 8760 hours x 10] &

$$Y = (P \times Mr)(1+Mr)^n / ((1+Mr)^n - 1)$$

1

Where, -

N=No. of month over which the financial impact has to be paid (subject to maximum of 180 months in case of the non-recurring fixed amount but in case of recurring impact it will be till the impact persists);

$M_r$ =monthly rate of interest= $R/(12 \times 100)$  and

CUF = declared or revised CUF as indicated in the Agreement;

R = annual rate of interest on loan component (in %) as considered by the CERC in its order for Tariff Determination from Conventional or Renewable Energy Sources (whichever is applicable) for the year in which the Project is commissioned. In absence of relevant orders of CERC for the concerned year, the interest rate shall be average interest rate plus 200 basis points above the average State Bank of India marginal cost of funds based leading rate, of one-year tenor, prevalent during the last available six months for such period.

Further, generating company or intermediary procurer or the trading licensee shall true up the MT annually based on actual generation of the year so as to ensure that the payment to the affected party is capped at the yearly annuity amount.

Any such change, shall be considered upto three digits after the decimal point, and remaining digits, if any, shall be ignored.

*For e.g. in case the change in tariff payable is calculated as Rs. 0.14678/kWh, it shall be modified as Rs. 0.146/kWh*

12.2.6 The recovery of the impacted amount, in case of the fixed amount shall be,

- a. In case of generation project, within a period of one-hundred eighty months; or
- b. In case of recurring impact, until the impact persists.

12.2.7 The PD shall, within thirty days of the coming into effect of the recovery of impact of change in law, furnish all relevant documents along with the details of calculation to the Appropriate Commission for adjustment of the amount of the impact in the monthly tariff or

charges.

- 12.2.8 The Appropriate Commission shall verify the calculation and adjust the amount of the impact in the monthly tariff or charges within sixty days from the date of receipt of the relevant documents under clause 12.2.7.
- 12.2.9 After the adjustment of the amount of the impact in the monthly tariff or charges under clause 12.2.8, the PD, shall adjust the monthly tariff or charges annually based on actual amount recovered, to ensure that the payment to the affected party is not more than the yearly annuity amount.
- 12.2.10 In the event of any decrease in the project cost by the PD or any income to the PD on account of any of the events as indicated above, renewable power project developer (PD) shall pass on the benefit of such reduction at a rate as provided in Article 12.2 to BSNL. In the event of the PD failing to comply with the above requirement, BSNL shall make such deductions in the monthly tariff payments on immediate basis. Further, at the time of raising of 1st Monthly Tariff Payment Bill, PD shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 12.
- 12.2.11 Any notice service pursuant to this Article 12.2.7, shall provide, amongst other things, precise details of the Change in Law and its effect on the Project Cost, supported by documentary evidences including Statutory Auditor Certificate to this effect so as to establish one to one correlation and its impact on the Project Cost.
- 12.2.12 Project Cost" wherever applicable under this Article, shall mean the cost incurred by the renewable power project developer (PD) towards supply and services only for the Project concerned, up to the actual date of commencement of power supply from the last part capacity or up to the SCSD/extended SCSD, whichever is earlier. For example, in case the date of actual Commencement of

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power supply from the last part capacity is 15.04.2024, SCSD is 15.03.2024 and extended SCSD is 01.04.2024, the Project Cost shall be determined as the cost incurred by the renewable power project developer (PD) up to 01.04.2024.

**ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION****13.1 PD Event of Default**

13.1.1 The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by BSNL/ Buying Entity(ies) of its obligations under this Agreement, shall constitute an renewable power project developer (PD) Event of Default:

- (i) the failure to commence supply of power to BSNL up to the Contracted Capacity, by the end of the period specified in Article 4, or failure to continue supply of annual energy corresponding to the minimum CUF power to BSNL after the commencement of supply of power, for any Contract Year (except for the first and final Contract Years), throughout the term of this Agreement, or if
  - a) the renewable power project developer (PD) assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement; or
  - b) the PD transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer
    - is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
    - is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;
- (ii) if (a) the PD becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of

thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the PD, or (c) the PD goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the PD will not be a PD Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the PD and expressly assumes all obligations of the renewable power project developer (PD) under this Agreement and is in a position to perform them; or

- (iii) the PD repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from BSNL in this regard; or
- (iv) except where due to any BSNL's failure to comply with its material obligations, the PD is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the PD within thirty (30) days of receipt of first notice in this regard given by BSNL; or
- (v) change in shareholding of the PD before the specified time frame as mentioned in Article 4.1.1 of this Agreement, without prior consent of BSNL; or ceding of control by the promoters of M/s ..... [Insert name of the bidding company which was issued LoA by BSNL under the RfS] within 1 year of SCSD, without prior consent of BSNL; or
- (vi) occurrence of any other event which is specified in this Agreement to be a material breach/ default of the PD; or
- (vii) except where due to any BSNL's failure to comply with its material obligations, the PD is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the renewable power project developer (PD) within thirty (30) days of receipt of first notice in this regard given by BSNL.
- (viii) Revoking of connectivity of the PD on account of non-compliance by the PD.

## **13.2 BSNL Event of Default**

13.2.1 The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the PD of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting BSNL:

- (i) BSNL fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of ninety (90) days after the Due Date and the PD is unable to

recover the amount outstanding to the PD .,

- (ii) BSNL repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the renewable power project developer (PD) in this regard; or
- (iii) except where due to any BSNLs failure to comply with its obligations, BSNL is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by BSNL within sixty (60) days of receipt of notice in this regard from the PD to BSNL; or
- (iv) if
  - BSNL becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of sixty (60) days, or
  - any winding up or bankruptcy or insolvency order is passed against BSNL, or
  - BSNL goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that it shall not constitute a BSNL Event of Default, where such dissolution or liquidation of Buyer/BSNL is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to BSNL and expressly assumes all obligations of BSNL and is in a position to perform them; or;
- (v) If Buying Entities are subject to any of the above defaults and BSNL does not designate another or other Buying Entities for purchase of power.
- (vi) Occurrence of any other event which is specified in this Agreement to be a material breach or default of BSNL.



**13.3 Procedure for cases of PD Event of Default**

- 13.3.1 Upon the occurrence and continuation of any PD Event of Default under Article 13.1, BSNL shall have the right to deliver to the PD, with a copy to the representative of the lenders to the PD with whom the PD has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (BSNL Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- 13.3.2 Following the issue of a BSNL Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- 13.3.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

- 13.3.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the PD Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, BSNL may terminate this Agreement by giving a written Termination Notice of sixty (60) days to the PD.
- 13.3.5 Subject to the terms of this Agreement, upon occurrence of a PD Event of Default under this Agreement, the PD shall be liable to pay to BSNL, pre estimated damages, as provided in Article 4.6 of the PPA for failure to commence supply of power within the stipulated time and Article 4.4.1 for failure to supply power in terms of the PPA. For other cases, the PD shall be liable to pay to BSNL/Buying Entity(ies), damages, equivalent to 24 (twenty-four) months, or balance PPA period, whichever is less, of tariff for its Contracted Capacity, corresponding to the committed annual CUF. BSNL shall have the right to recover the said damages by way of forfeiture of bank guarantee/Payment on Order Instrument, if any, without prejudice to resorting to any other legal course or remedy. In addition to the levy of damages as aforesaid, the lenders in concurrence with the Buying Entity and BSNL, may exercise their rights, if any, under Financing Agreements, to seek substitution of the PD by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the PD and performing the obligations of the BSNL. However, in the event the lenders are unable to substitute the defaulting PD within the stipulated period, BSNL may terminate the PPA. Provided that any substitution under this Agreement can only be made with the prior consent of BSNL including the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by BSNL and accepts the terms and conditions of this Agreement.
- 13.3.6 The lenders in concurrence with the BSNL/Buying Utility , may seek to exercise right of substitution under Article 13.3.5 by an

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amendment or novation of the PPA in favour of the selectee. The renewable power project developer (PD) shall cooperate with BSNL to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of Rs. 10 Lakh per Project+ applicable taxes per transaction as facilitation fee (non-refundable) shall be deposited by the renewable power project developer (PD) to BSNL.

13.3.7 In the event of termination of PPA/PSA, on account of Event of Default by the renewable power project developer (PD), any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by renewable power project developer (PD).

#### **13.4 Procedure for cases of BSNL Event of Default**

13.4.1 Upon the occurrence and continuation of any BSNL Event of Default specified in Article 13.2, the PD shall have the right to deliver to BSNL, a PD Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

13.4.2 Following the issue of a PD Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.4.4 After a period of two hundred ten (210) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or BSNL Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, BSNL under intimation to the Buying Entity and the PD shall, subject to the prior consent of the renewable power project developer (PD), novate its part of the PPA to any third party, including its Affiliates within the stipulated period. In the event the aforesaid novation is not acceptable to the PD, or if no offer of novation is made by BSNL within the stipulated period, then the PD may terminate the PPA and at its discretion require BSNL to pay to the PD, damages, equivalent to 24 (twenty-four) months, or balance PPA period, whichever is less, of charges of its Contracted Capacity corresponding to the committed annual CUF.

In case BSNL's Event of Default is triggered by a default on the part of the Buying Entity, the above amount will be recovered by BSNL from the Buying Entity(if applicable).

In the event of termination of PPA/PSA, on account of Event of Default by the BSNL/Buying Entity, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by BSNL/Buying Entity.

### **13.5 Termination due to Force Majeure**

If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.3, termination of this Agreement shall be caused solely at the

discretion of BSNL after obtaining consent of Buying Entity and there shall not be any liability (to BSNL/Buying Entity) arising out of such termination. In such an event, this Agreement shall terminate on the date of such Termination Notice issued by BSNL without any further liability to either Party from the date of such termination.

**ARTICLE 14: LIABILITY AND INDEMNIFICATION****14.1 Indemnity**

14.1.1 The PD shall indemnify, defend and hold BSNL harmless against:

- a) any and all third party claims against BSNL for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the PD of any of its obligations under this Agreement or due to the PD's willful misconduct, gross negligence or fraudulent behavior or violations of Applicable Law; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, pre estimated damages and interest actually suffered or incurred by BSNL from third party claims arising by reason of a breach by the renewable power project developer (PD) of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the PD, for which specific remedies have been provided for under this Agreement).

14.1.2 BSNL shall cause the Buying Entity(ies)[If applicable] to indemnify, defend and hold the PD harmless against:

- a) any and all third party claims against the PD, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by Buying Entity(ies) of any of their obligations under this Agreement; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, pre estimated damages and interest ('Indemnifiable Losses') actually suffered or incurred by the renewable power project developer (PD) from third party claims arising by reason of a breach by Buying Entity(ies) of any of its obligations. BSNL shall incorporate appropriate covenants in the PSA for the above obligations of Buying Entity(ies). In so far as indemnity to PD is concerned, Buying Entity(ies) shall be the indemnifying party and not BSNL.

**14.2 Procedure for claiming Indemnity**

**14.2.1 Third party claims**

- a. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2(a) in respect of which it is entitled to be indemnified.

Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:

- i) the Parties choose to refer the dispute in accordance with Article 16.3.2; and
- ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

The Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

- b. The Indemnified Party may contest the claim by referring to the Appropriate Commission for which it is entitled to be Indemnified under Article 14.1.1(a) or 14.1.2(a) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

### **14.3 Indemnifiable Losses**

- 14.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 14.1.1(b) or 14.1.2(b), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred



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by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of nonpayment of such losses after a valid notice under this Article 14.3, such event shall constitute a payment default under Article 13.

**14.4 Limitation on Liability**

14.4.1 Except as expressly provided in this Agreement, neither the PD nor BSNL nor Buying Entity(ies) nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of Buying Entity(ies) , the PD or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2 BSNL shall have no recourse against any officer, director or shareholder of the PD or any Affiliate of the renewable power project developer (PD) or any of its officers, directors or shareholders for such claims excluded under this Article. The PD shall have no recourse against any officer, director or shareholder of Buyer or Buying Entity(ies), or any affiliate of Buyer or any of its officers, directors or shareholders for such claims excluded under this Article.

**14.5 BSNL's Liability**

14.5.1 Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and accept that the BSNL is an User /consumer /Intermediary Company to purchase ( or if required resell the electricity to the Buying Utility(ies) to enable them to fulfill the Renewable Purchase Obligations (RPO)/ power demand, therefore, the performance of the obligations of the BSNL

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under this Agreement shall be subject to the ability of the BSNL to enforce the corresponding obligations assumed as Buying Utility(ies) on Agreement and agreed that the payment of money becoming due from the BSNL to the PD under this Agreement for supply of Solar Power and Or wind energy to the extent of the Contracted Capacity shall not be on a back to back basis and will be as per the recourse under the Payment Security Mechanism provided in the PPA and PSA. BSNL shall discharge the tariff payment obligation in terms of the provisions of this Agreement.

14.5.2 The parties agree that in respect of the obligations other than the tariff payment obligation specifically mentioned herein above, in the event the PD has any claim against the BSNL in regard to the performance of any obligation of the BSNL under this Agreement or enforcement of any right of the PD against the BSNL under this Agreement, the same shall be subject to the ability of the BSNL to enforce the corresponding obligations assumed by the Buying Utility(ies) (if applicable) under the Power Sale Agreement to be entered into between the BSNL and the Buying Utility(ies) on resale on mutatis mutandis basis and not otherwise. It is not applicable when 100% energy is consumed by BSNL.

#### **14.6 Duty to Mitigate**

14.6.1 The Parties shall endeavour to take all reasonable steps so as to mitigate any loss or damage which has occurred under this Article 14.

**ARTICLE 15: ASSIGNMENTS AND CHARGES****15.1 Assignments**

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, except to the Project Lenders or Lender's Representative as security for their debt under the Financing Agreements, other than by mutual consent between the Parties to be evidenced in writing. Such assignment shall be agreed to by BSNL subject to the compliance of provisions contained in this Agreement and more specifically to the provisions of Article 4.1.1 of this Agreement. In no case, such assignment shall be permissible prior to commencement of power supply under this Agreement.

Provided that, BSNL shall permit assignment of any of PD's rights and obligations under this Agreement in favour of the lenders to the PD, if required under the Financing Agreements.

Provided that, such consent shall not be withheld if BSNL seeks to transfer to any transferee all of its rights and obligations under this Agreement.

The enforcement of the rights and obligation between the PD and the Buying Utility(ies) provided in this Agreement and in the PSA shall not be treated as an assignment but an enforcement of the terms agreed under this Agreement.

Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement. An amount of Rs. 5 Lakh + applicable taxes per Transaction as Facilitation Fee (non-refundable) shall be deposited by the PD to BSNL. Provided further that, such consent shall not be withheld by the PD if BSNL seeks to transfer to any affiliate all of its rights and obligations under this Agreement.

In the event of Change in Shareholding/Substitution of Promoters

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triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project+ applicable taxes per transaction as Facilitation Fee (non-refundable) shall be deposited by the PD to BSNL.

**15.2 Permitted Charges**

15.2.1 renewable power project developer (PD) shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 15.1 and the Guidelines.

**ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION****16.1 Governing Law**

16.1.1 This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in Delhi.

**16.2 Amicable Settlement and Dispute Resolution****16.2.1 Amicable Settlement**

- i. Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement ("Dispute") by giving a written notice (Dispute Notice) to the other Party, which shall contain:
  - (a) a description of the Dispute;
  - (b) the grounds for such Dispute; and
  - (c) all written material in support of its claim.
- ii. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 16.2.1(i), furnish:
  - (a) counter-claim and defenses, if any, regarding the Dispute; and
  - (b) all written material in support of its defenses and counter-claim.
- iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 16
  - (i) if the other Party does not furnish any counter claim or defense under Article 16
  - (ii) or thirty (30) days from the date of furnishing counter claims or defense by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.1.
  - (iii) the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

### **16.3 Dispute Resolution**

**As per the AMRCD/AMRCD guidelines issued by MoF, DPE through OM No. 05/0003/2019-FTS-10937, dated 14.12.2022, all the disputes between the two CPSEs have to be referred to AMRCD, and there is no exception as such. The PD may be a PSU as well and in such case the resolution mechanism to be followed shall be AMRCD.**

16.3.1 In the event CERC is the Appropriate Commission, any dispute that arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the CERC. All other disputes shall be resolved by the Dispute Resolution Committee set up by the Government, failing which by arbitration under the Indian Arbitration and Conciliation Act, 1996. In the event SERC/JERC is the Appropriate Commission, then all disputes shall be adjudicated by the SERC/JERC or shall be referred for arbitration by the SERC/JERC.

16.3.2 BSNL shall be entitled to co-opt the Buying Entity(ies) and/or the lenders (if any) as a supporting party in such proceedings before the Appropriate Commission.

### **16.4 Parties to Perform Obligations**

16.4.1 Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission and save as the Appropriate Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.



**ARTICLE 17: MISCELLANEOUS PROVISIONS****17.1 Amendment**

17.1.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

**17.2 Third Party Beneficiaries**

17.2.1 Subject to provisions contained in this agreement relating to back to back implications of the PPA as well as PSA, this Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

**17.3 Waiver**

17.3.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party.

17.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

**17.4 Confidentiality**

17.4.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- a) to their professional advisors;
- b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or

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- c) disclosures required under Law, without the prior written consent of the other Party.

### **17.5 Severability**

17.5.1 The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this

Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

**17.6 Notices**

17.6.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

17.6.2 If to the PD, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Address :

Attention :

Email :

Fax. No. :

Telephone No. :

17.6.3 If to BSNL, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

(i) Address :

Attention

Email

:

Fax. No. :

Telephone No. :

17.6.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery

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through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

17.6.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

**17.7 Language**

17.7.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

17.7.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

**17.8 Restriction of Shareholders / Owners' Liability**

17.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement, shall be restricted to the extent provided in the Indian Companies Act, 2013.

**17.9 Taxes and Duties**

17.9.1 The PD shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the PD, contractors or their employees that are required to be paid by the PD as per the Law in relation to the execution of the Agreement and for supplying power as per the terms of this Agreement.

17.9.2 BSNL shall be indemnified and held harmless by the renewable power project developer (PD) against any claims that may be made against BSNL in relation to the matters set out in Article 17.9.1.

17.9.3 BSNL shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the PD by BSNL on behalf of PD.

**17.10 Independent Entity**

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17.10.1 The PD shall be an independent entity performing its obligations pursuant to the Agreement.

17.10.2 Subject to the provisions of the Agreement, the PD shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the PD or contractors engaged by the PD in connection with the performance of the Agreement shall be under the complete control of the PD and shall not be deemed to be employees, representatives, contractors of BSNL and nothing contained in the Agreement or in any agreement o

contract awarded by the PD shall be construed to create any contractual relationship between any such employees, representatives or contractors and BSNL.

#### **17.11 Compliance with Law**

Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

**17.12.** The duly executed Power Sale Agreement between BSNL and Buying entity(s) as attached to this Agreement shall be read along with this Agreement as a composite back to back agreement for Generation and supply of electricity to the Buying entity(s), particularly, to fulfill the Renewable Purchase Obligations under the provisions of the Electricity Act, 2003 and the Regulations notified thereunder.

#### **17.13 Breach of Obligations**

The Parties acknowledge that a breach of any of the obligations contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting party in each case specified under this Agreement.

#### **17.14 Order of priority in application**

In case of inconsistencies between the agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between

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them shall be the order in which they are placed below:

- i. applicable Law, rules and regulations framed thereunder;
- ii. the Grid Code; and
- iii. the terms and conditions of this Agreement;



IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

For and on behalf of  
behalf of [BSNL]  
project developer (PD)]

For and on  
[renewable power

Name, Designation and Address

Name, Designation and Address

Signature with seal

Signature  
with seal

Witn

Witn

ess:

ess:

1.

1.

2.

2.

**SCHEDULE 1: FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)**

(to be submitted separately for each Project in format as per tender document)

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