SJVN Limited
(A Joint Venture of Govt. of India & Govt. of Himachal Pradesh)
REIA Department
6th Floor, Tower No. 1, NBCC Office Complex, East Kidwai Nagar, New Delhi-110023
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CIN No. L40101HP1988GOI008409

AMENDMENT No. 2 dated 11.08.2026
To RfS No.: SJVN/CC-Delhi/REIA/2025/PSP-1 dated 10.12.2025

Request for Selection (RfS) Document For Selection of Pumped Storage Projects Developers for Supply of 2000 MW/16000 MWh Energy Storage Capacity from Pumped Storage Power Projects in India under under Tariff-Based Competitive Biding" (RfS No. : SJVN/CC-Delhi/REIA/2025/PSP-1 dated 10.12.2025, TSC: SJVN-2025- TN0000018

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
1	RfS	Clause 1.1.7 (Amendment No 1)	The Scope of Works of PSP Project developer(s) shall include ………………………… The Scheduled Commencement of Supply of power Date (SCSD) for the full contracted capacity shall be the date as on 36 months from the Effective Date of the PPA for at least 50 % capacity and 42 months from the Effective Date of the PPA for 100 % capacity.	The Scope of Works of PSP Project developer(s) shall include ………………………… The Scheduled Commencement of Supply of power Date (SCSD) for the contracted capacity, shall be the date as on 36 months from the Effective Date of the PPA for at least 50 % capacity and 42 months from the Effective Date of the PPA for 100 % capacity. **Provided that where 50% of the Contracted Capacity corresponds to a fractional number of generating units, the PSPD shall be permitted to commence supply of power from the nearest lower whole number of generating units by the Scheduled Commencement of Supply Date (SCSD) of 36 months from the Effective Date of the PPA. The balance generating unit(s), such that the entire Contracted Capacity is commissioned,**

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
				shall commence supply of power by the SCSD of 42 months from the Effective Date of the PPA. **Illustration: If a bidder quotes a project comprising three units of 100 MW each (300 MW total), 50% of the Contracted Capacity is 150 MW (1.5 units). Since commissioning of half a generating unit is not feasible, commissioning of one complete unit (100 MW) by 36 months shall satisfy this requirement, and the remaining two units shall be commissioned by 42 months.**
2	**RfS**	**Clause 3.2.5**	MSEs (Micro & Small Enterprises) having valid UDYAM registration as on the last date of bid submission only are exempted from submission of Cost of RfS Document, Bid Processing Fee & Earnest Money Deposit (EMD). For a Consortium to be eligible for exemption from submission of Cost of RfS document, Bid Processing Fee & Earnest Money Deposit, all the members of the Consortium shall be registered as MSE. **Note:** In all cases, a Bidder--	MSEs (Micro and Small Enterprises) registered under NSIC/DIC/Udyog Aadhar (having valid UDYAM registration as on the last date of bid submission) only are exempted from submission of Cost of RfS Document, Bid Processing Fee & Earnest Money Deposit (EMD). **However, in such case, Bidder shall be required to submit Bid Security Declaration as per Format 7.16 of this RfS Document**. For a Consortium to be eligible for exemption from submission of Cost of RfS document, Bid Processing Fee & Earnest Money Deposit, all the members of the Consortium shall be registered as MSE. In case of MSE Bidder, if the Bidder does not submit either Bid Security Declaration or Cost of RfS Document, Bid Processing Fee & Earnest Money Deposit (EMD), the bid submitted by such Bidder/ Bidding Consortium shall be considered as non-responsive under Clause 5.1.6 (a) and Clause 5.1.6 (h) of the RfS, and the bid will be summarily rejected. **Note:** In all cases, a Bidder ……………………………… ……………………………………………………………

<table>
<tr><th>Sr. No.</th><th>Document</th><th>Clause No.</th><th>Existing Clause</th><th>Amended Clause</th></tr>
<tr><td>3</td><td>RfS</td><td>Clause 3.11 (Forfeiture of EMD)</td><td>The BG/PoI/Insurance Surety Bond towards EMD shall be encashed by SJVN in following cases:
a. ………………………………
b. ………………………………
c. ………………………………
d. ………………………………</td><td>The BG/PoI/Insurance Surety Bond submitted towards EMD shall be encashed by SJVN or in case of MSE, appropriate action will be taken as per Bid Security Declaration submitted by the Bidder, in following cases:
a. ………………………………
b. ………………………………
c. ………………………………
d. ………………………………</td></tr>
<tr><td>4</td><td>RfS</td><td>Clause 3.23</td><td colspan="2">The revised list of Independent External Monitor(s) (IEMs) appointed by SJVN are as below:
<table>
<tr><th>Sr. No.</th><th>Name of IEMs</th><th>Address of IEMs</th></tr>
<tr><td>1.</td><td>Dr. Davendra Verma, ISS (Retd.)</td><td>604, Tower-14, Purvanchal Royal City, Chi V, Greater Noida, G.B.Nagar-201310,Uttar Pradesh
Email- verma.davendra@gmail.com</td></tr>
<tr><td>2.</td><td>Sh. Prashanta Kumar Agrawal, IPS (Retd.)</td><td>House no. 762, Sector-17, Faridabad (HR)-121002
Email: agrawal.prashanta@gmail.com</td></tr>
<tr><td>3.</td><td>Sh. Sanjay Kumar Srivastava, IAS (Retd.)</td><td>C-2 Flat No. 2475, Vasant Kunj, (Opposite DPS School) Vasant Kunj, New Delhi-110070
Email: - srivastava.sk001@gmail.com</td></tr>
</table></td></tr>
<tr><td>5</td><td>RfS</td><td>Clause 4.1.8</td><td>The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and 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.</td><td>The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and 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, as on the bid submission deadline.</td></tr>
</table>

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
			The Bidder shall submit an undertaking to this effect. In the event the PSPG/PSPD is in default to the lender(s), lenders shall be entitled to undertake "Substitution of Promoter" in concurrence with the Procurers.	**The Bidder shall submit an undertaking to this effect. In the event the PSPG/PSPD is in default to the lender(s), lenders shall be entitled to undertake "Substitution of Promoter" in concurrence with the Procurers.**
6	**RfS**	**Clause 4.1.10**	**New Clause**	Any company/AIF/Consortium/Member of Consortium, including Affiliate(s) of such company/ Consortium/ Member of Consortium, which was previously awarded the LoA by SJVN Ltd under any tender issued by SJVN as REIA for RE Project(s)/Implementing Agency for BESS Project(s), offered to execute the PPA/BESPA by SJVN Ltd and if failed to execute the PPA/BESPA within the stipulated time period, shall be disqualified from participating in the instant RfS. Bidder shall submit an Undertaking in this regard as per **Format-7.17** of this RfS Document.
7	**RfS**	**Clause 4.2.4 (Amendment No. 1)**	Bidder must have experience in developing infrastructure sector projects as a Developer or an EPC Contractor with total capital expenditure for all qualifying infrastructure projects undertaken in the last five (5) years as on the last date of bid submission must be equivalent to or more than the amount corresponding to the amount calculated at the rate of Rs 5.55 Crores/MW for the Quoted Capacity. **Minimum Capital Expenditure per Project**: Each qualifying infrastructure project executed in the last five (5) years as on the last date of bid submission, must have a minimum capital expenditure equal to or more than Rs. 83 Cr. The Bidder(s) shall provide proof and credential as per Format – 7.9: Format for certificate from Statutory Auditor/Charted Accountant for Technical Criteria that demonstrates previous experience of execution of above infrastructure projects for capacity equivalent to that	Bidder must have experience in developing infrastructure sector projects as a Developer or an EPC Contractor with total capital expenditure for all qualifying infrastructure projects undertaken in the last five (5) years as on the last date of bid submission must be equivalent to or more than the amount corresponding to the amount calculated at the rate of Rs 5.55 Crores/MW for the Quoted Capacity. **Minimum Capital Expenditure per Project**: Each qualifying infrastructure project executed in the last five (5) years as on the last date of bid submission, must have a minimum capital expenditure equal to or more than Rs. 83 Cr. The Bidder(s) shall provide proof and credential as per Format – 7.9: Format for certificate from Statutory Auditor for Technical Criteria that demonstrates previous experience of execution of above infrastructure projects for capacity equivalent to that quoted by the Bidder under this

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
			quoted by the Bidder under this RfS during the last five (5) years as on the last date of bid submission. Bidder shall also provide the work completion certificate/commissioning certificate in respect of the Infrastructure project completed.	RfS during the last five (5) years as on the last date of bid submission. Bidder shall also provide the work completion certificate/commissioning certificate in respect of the infrastructure project completed. **Bidder shall also submit the supporting documentary evidence (s) for meeting the above criteria e.g. Work Completion Certificate / Experience Certificate / Commissioning Certificate for the capacities successfully commissioned along with Work order / Contract Agreement with the Client(s) (Work Order / Contract Agreement not required in case the bidder is owner of the project).**
8	**RFS**	**Clause 5.3.3**	………………………………………………………… The quoted tariff shall be exclusive of GST. The PSPD will be obligated to undertake measures to reduce GST incidence by availing Input Tax Credit (ITC) or any other tax refund, exemption, or benefit under applicable tax laws. The final impact of GST shall be reimbursed by the Buying Entity on production of supporting documents adjusting for the benefits. …………………………………………………………	………………………………………………………… Tariff i.e., Annual Fixed Charges in INR/MW/Annum to be quoted in the Financial Bid shall be exclusive of GST (for providing the storage as a service). The PSPD is required to minimize the GST incidence by availing the maximum possible Input Tax Credit (ITC), along with any other applicable tax refunds, exemptions, or benefits under the prevailing tax laws. Accordingly, the tariff quoted by the PSPD shall be after duly factoring in and adjusting for such benefits and shall include any inadmissible ITC in the project cost itself. …………………………………………………………
9	**RfS**	**Clause 6.1 (i) (Amendment No.1)**	Under this RfS, the Pumped Storage Project Developer (PSPD) shall be ……………………………………… ………………………………………………………… Under this RfS, the …………………………………… The input energy for charging shall be provided by the Buying Entity(ies) in steps of 100% of the rated unit-wise capacity (in MW) upto the contracted capacity at Delivery Point up to the declared Cycle Loss.	Under this RfS, the Pumped Storage Project Developer (PSPD) shall be ……………………………………… ………………………………………………………… Under this RfS, the …………………………………… The input energy for charging shall be provided by the Buying Entity(ies) in steps of 100% of the rated unit-wise capacity (in MW) upto the contracted capacity at Delivery Point up to the declared Cycle Loss.

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
				It is mandated that the PSP Project Developers (PSPD) and Buying Entity (ies) shall be required to comply with their respective obligations stipulated for availing waiver of interstate transmission charges mentioned in the MoP Order No 23/12/2016-R&R dated 23.11.20221 and its subsequent amendments or any other applicable Rules/Orders issued by Ministry of Power/MNRE, read in conjunction with CERC's Orders and Regulations notified in this regard.
10	**RfS**	**Clause 6.5 (v) (Amendment No. 1)**	It may be noted that the offered PSP Project may be relocated by the PSPD until Financial Closure. Implications of any delay in obtaining connectivity and subsequently, compliance with financial closure/commencement of supply of power on account of the above, will be borne by the PSPD. In case any change in project location by the PSPD during the project construction period results in any modification in the GNA to be taken by the Buying Entity, any additional charges/ penalties payable by the Buying Entity in this regard shall be borne by the PSPD. However, such location(s) should be chosen taking cognizance of the provision as per Clause 6.6 of the RfS.	It may be noted that the offered PSP Project may be relocated by the PSPD until Financial Closure, **subject to meeting requirements as specified in Clause 4.2.6 and 6.6.13 of RfS**. Implications of any delay in obtaining connectivity and subsequently, compliance with financial closure/commencement of supply of power on account of the above, will be borne by the PSPD. In case any change in project location by the PSPD during the project construction period results in any modification in the GNA to be taken by the Buying Entity, any additional charges/ penalties payable by the Buying Entity in this regard shall be borne by the PSPD. However, such location(s) should be chosen taking cognizance of the provision as per Clause 6.6 of the RfS.
11	**RfS**	**Clause 6.6.13 (Amendment No. 1)**	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) ……………………………………..……. (ii) ……………………………………..……. (iii) ……………………………………..…… Bids indicating substations outside the above choices will be liable for rejection. The substation being chosen in line with S. No. i, ii, iii above, should have a scheduled	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) ……………………………………..……. (ii) ……………………………………..……. (iii) ……………………………………..……. **iv) Any ISTS substation where margin is available, but not included in the above lists.**

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
			commissioning date falling on or before 30th June, 2030, as on bid submission deadline. The Bidder is required to provide proof in this regard at the time of bid submission, as part of Format- 7.1 of the RfS.	**v) In case Bidder has already secured In-principle/Final connectivity at any substation, bid indicating such substation shall be accepted.** Bids indicating substations outside the above choices will be liable for rejection. The substation being chosen in line with above should have a scheduled commissioning date falling on or before **31st December, 2030**, as on bid submission deadline. The Bidder is required to provide proof in this regard at the time of bid submission, as part of Format7.1 of the RfS.
12	**RfS**	**Clause 6.9.2 (i)**	The Scheduled Commencement of Supply of power Date (SCSD) for the full contracted capacity shall be the date as on 36 months from the Effective Date of the PPA for at least 50 % capacity and 42 months from the Effective Date of the PPA for 100 % capacity.	The Scheduled Commencement of Supply of power Date (SCSD) for the full contracted capacity shall be the date as on 36 months from the Effective Date of the PPA for at least 50 % capacity and 42 months from the Effective Date of the PPA for 100 % capacity. **Provided that where 50% of the Contracted Capacity corresponds to a fractional number of generating units, the PSPD shall be permitted to commence supply of power from the nearest lower whole number of generating units by the Scheduled Commencement of Supply Date (SCSD) of 36 months from the Effective Date of the PPA. The balance generating unit(s), such that the entire Contracted Capacity is commissioned, shall commence supply of power by the SCSD of 42 months from the Effective Date of the PPA.** **Illustration: If a bidder quotes a project comprising three units of 100 MW each (300 MW total), 50% of the Contracted Capacity is 150 MW (1.5 units). Since commissioning of half a generating unit is not feasible, commissioning of one complete unit (100 MW) by 36 months shall satisfy this requirement, and the remaining two units shall be commissioned by 42 months.**

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
13	**RfS**	**Clause 6.9.4**	The PSPD shall be permitted for full as well as part-commencement of power supply from the Project even prior to the SCSD, subject to availability of connectivity and General Network Access. Early commencement of power supply will be allowed solely at the risk and cost of the PSPD and first right of refusal for offtake of such power will vest with the End procurer. In case the End procurer refuses to buy such power, the right of refusal shall vest with SJVN. In case SJVN/End procurer agrees to purchase power from such early part/full commencement of power supply prior to SCSD, such power will be purchased at the PPA tariff plus SJVN's facilitation charges in the form of trading margin. In case SJVN does not agree to purchase …………………………………………………………………………………	The PSPD shall be permitted for full as well as part-commencement of power supply from the Project even prior to the SCSD, subject to availability of connectivity and General Network Access. Early commencement of power supply will be allowed solely at the risk and cost of the PSPD and first right of refusal for offtake of such power will vest with the End procurer. In case the End procurer refuses to buy such power, the right of refusal shall vest with SJVN. In case SJVN/End procurer agrees to purchase power from such early part/full commencement of power supply prior to SCSD, such power will be purchased at the PPA tariff plus SJVN's facilitation charges in the form of trading margin. **Provided that, in case of commencement of part/full contracted capacity during the period between SCSD and six months prior to SCSD, Buying Entity shall be obligated to procure such capacity at PPA tariff.** In case SJVN does not agree to purchase …………………………………………………………………………………
14	**PPA**	**Clause 4.2.6**	ISTS charges and losses on transmission of power, including waiver for power from Pumped Storage project, shall be applicable as per extant regulations. Government of India/CERC at their sole discretion, from time to time, issue order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of power from Pumped Storage project till a certain date. In case the commissioning of the Project and commencement of supply of contracted Storage Capacity gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, SJVN shall bear no	ISTS charges and losses on transmission of power, including waiver for power from Pumped Storage project, shall be applicable as per extant regulations. Government of India/CERC at their sole discretion, from time to time, issue order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of power from Pumped Storage project till a certain date. Notwithstanding anything contained herein, SJVN shall have no liability whatsoever in respect of any transmission charges and losses, if any, levied under applicable laws and regulations.

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
			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 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 commissioning of the Pumped Storage Project gets delayed beyond the applicable date of waiver of ISTS charges and losses due to reasons solely attributable to the PSPD, the liability of interstate transmission charges and losses would be of the PSPD. Subject to the above, it is however, clarified that ISTS charges and losses, beyond the Delivery Point(s) and upto the drawl point(s), shall be borne by the Buying Utility upon the execution of the relevant PSA. Treatment of power supplied from the Pumped storage Project, with respect to waiver of ISTS charges and losses, shall be governed by the applicable Rules/Orders issued by Ministry of Power/MNRE, read in conjunction with CERC's Orders and Regulations notified in this regard. Further, it is clarified that in case the SCSD is on or before the above deadline for ISTS wavier and Commencement of supply of storage capacity from the Project gets delayed beyond the applicable date of waiver of ISTS charges and losses due to reasons solely attributable to the PSPD, the liability of inter-state transmission charges and losses will be borne by the PSPD.	In case of delay beyond the deadline as stipulated by the Government of India, treatment of ISTS 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 of delay beyond the applicable date of ISTS waiver due to reasons solely attributable to the PSPD, the liability of transmission charges would be to the account of the PSPD. Subject to the above, it is however, clarified that ISTS charges and losses, beyond the Delivery Point(s) and up to the drawl point(s), shall be borne by the Buying Utility upon the execution of the relevant PSA. Treatment of power supplied from the Pumped storage Project, with respect to waiver of ISTS charges and losses, shall be governed by the applicable Rules/Orders issued by Ministry of Power/MNRE, read in conjunction with CERC's Orders and Regulations notified in this regard. In case of delay in commencement of Supply of Storage Capacity by the PSPD even after the operationalization of GNA obtained by the Buying Entity, PSPD shall be liable to pay the applicable CTU/STU transmission charges. It is also clarified that the PSPD shall take necessary steps to fulfill all the conditions as **stipulated for availing waiver of interstate transmission charges specified in the MoP Order No 23/12/2016-R&R dated 23.11.2021 and its subsequent amendments or any other applicable Rules/Orders issued by Ministry of**

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
			In case of delay in commencement of Supply of Storage Capacity by the PSPD even after the operationalization of GNA obtained by the Buying Entity, PSPD shall be liable to pay the applicable CTU/STU transmission charges	**Power/MNRE, read in conjunction with CERC's Orders and Regulations notified in this regard.** In case any liability arises to the Buying Entity(ies) towards ISTS charges due to reasons solely attributable to the PSPD, the same shall be to the account of the PSPD.
15	**PPA**	**Clause 5.1.11 (Amendment 1)**	The PSPD shall be permitted for commencement of supply of storage capacity from full as well as part Contracted Capacity even prior to the SCSD, subject to availability of connectivity and General Network Access. Early commencement of power supply will be allowed solely at the risk and cost of the PSPD and first right of refusal for offtake of such power will vest with the End procurer. In case the End procurer refuses to buy such power, the right of refusal shall vest with SJVN. In case SJVN/End procurer agrees to purchase power from such early part/full commencement of power supply prior to SCSD, such power will be purchased at the PPA tariff plus SJVN's facilitation charges in the form of trading margin. In case SJVN does not agree to purchase such ………… ……………………………………………………………… ………………………………………………………………	The PSPD shall be permitted for commencement of supply of storage capacity from full as well as part Contracted Capacity even prior to the SCSD, subject to availability of connectivity and General Network Access. Early commencement of power supply will be allowed solely at the risk and cost of the PSPD and first right of refusal for offtake of such power will vest with the End procurer. In case the End procurer refuses to buy such power, the right of refusal shall vest with SJVN. In case SJVN/End procurer agrees to purchase power from such early part/full commencement of power supply prior to SCSD, such power will be purchased at the PPA tariff plus SJVN's facilitation charges in the form of trading margin. **Provided that, in case of commencement of part/full contracted capacity during the period between SCSD and six months prior to SCSD, Buying Entity shall be obligated to procure such capacity at PPA tariff.** In case SJVN does not agree to purchase such ………… ……………………………………………………………… ………………………………………………………………
16	**PPA**	**Clause 13.2.1 (i)**	SJVN fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of one hundred eighty (180) days after the Due Date and the PSPD is unable to recover the amount outstanding to the PSPD through the Letter of Credit,	SJVN 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 PSPD is unable to recover the amount outstanding to the PSPD through the Letter of Credit,

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
17	**RfS / PPA / PSA**	**-**	The last Financial Year “***FY 2024-25”*** wherever appearing in the RfS Documents shall be read as Financial Year “***FY 2025-26”*** and “***last three financial years, ending on 31.03.2025”*** shall be read as “***last three financial years, ending on 31.03.2026”***. Accordingly, the relevant provisions shall stand amended to the above extent. **REMARKS**: **BIDDER SHALL BE REQUIRED TO INCORPORATE THE ABOVE CHANGES IN THE FORMS AND FORMATS AND SUBMIT THE SAME ALONG WITH ITS BID.**	
18	**RfS / PPA / PSA**	**-**	The term **“change in project location” or its similar connotations,** wherever appearing in the RfS Document shall refer to change in Delivery Point(s) and/or location of the Project. Accordingly, the relevant provisions shall stand amended to the above extent.	
19	**RfS**	**Format 7.11 Pre-Contract integrity Pact**	Bidder shall be required to submit **“PRE-CONTRACT INTEGRITY PACT”** and **“Annexure-A - Guidelines on Debarment of Business Dealings for SJVN Limited (including its Subsidiaries and Joint Ventures)”** as per the **“REVISED FORMAT 7.11 (PRE-CONTRACT INTEGRITY PACT)”**	

Sd/-

General Manager (Contracts/REIA)
REIA Department 6th Floor, Tower No. 1,
Office Block, NBCC Complex, East Kidwai Nagar, New Delhi-110023
Website: www.sjvn.nic.in, Email Id: contracts.reia@sjvn.nic.in

FORMAT 7.11

PRE CONTRACT INTEGRITY PACT

Between

SJVN Limited, a company incorporated under the relevant law in the matter and having its registered office at **SHAKTI SADAN, SHANAN, P.O. SANJAULI, SHIMLA, HP-171006** hereinafter referred to as "The SJVN" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part.**

And

M/s………………………………………………………………., a company/ firm/ individual (status of the company) constituted in accordance with the relevant law in the matter and having its registered office at…………………… represented by Shri …………………………., hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**.

WHEREAS the SJVN proposes to procure under laid down organizational procedures, contract/s for **"Selection of Pumped Storage Projects Developers for Supply of 2000 MW/16000 MWh Energy Storage Capacity from Pumped Storage Power Projects in India under under Tariff-Based Competitive Biding** (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against **(RfS No.: --).**

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of thecontract to be entered into with a view to:-

Enabling the SJVN to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corruptpractice in order to secure the contract by providing assurance to them that their competitors willalso abstain from bribing and other corrupt practices and the SJVN will commit to prevent corruption, in any form, by its officials by following transparent procedures.

1.0 Commitments of the SJVN

1.1 The SJVN undertakes that no official of the SJVN, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contact.

1.2 The SJVN will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.

1.3 All the officials of the SJVN will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidderto the SJVN with full and verifiable facts and the same is prima facie found to be correct by theSJVN, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the SJVN or Independent External Monitor and sucha person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the SJVN the proceedings under the contract would notbe stalled.

2.0 Commitments of the Bidder(s)/Consultant(s)

The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre- contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe,gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SJVN, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting andimplementation of the contract.

2.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SJVN or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with SJVN for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with SJVN.

2.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.

2.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the SJVN or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon forsuch payments.

2.6 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting andimplementation of the contract.

2.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the SJVN as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

2.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or throughany other manner without supporting it with full and verifiable facts.

2.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person tocommit any of the actions mentioned above.

2.11 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the SJVN, or alternatively, if any relative of an officer of the SJVN has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the CompaniesAct 2013.

2.12 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into anymonetary dealings or transactions, directly or indirectly, with any employee of the SJVN.

2.13. The Bidder/supplier shall follow all rules and regulations of India including statutoryrequirements like minimum wages, ESIC and EPF.

3.0 Previous Transgression

3.1 Bidders to disclose any transgressions with any other company that may impinge on the anti- corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

3.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualifiedfrom the tender process or the contract, if already awarded, can be terminated for such reason.

4.0 Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice InvitingTender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

5.0 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle the SJVN to take action as per

the procedure mentioned in the "**Guidelines on Debarment of Business Dealings**" attached as **Annex- A** and initiate all or any one of the following actions, wherever required: -

(a) To immediately disqualify the bidder and call off the pre contract proceedings withoutassigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/PerformanceBond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the SJVN and the SJVN shall not be required to assign any reason thereof.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss ordamage to the SJVN resulting from such cancellation/rescission and the SJVN shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.

(iv) To encash the Bank guarantee, in order to recover the dues if any by the SJVN, along with interest as per the provision of contract.

(v) To debar the Bidder/Contractor from participating in future bidding processes of SJVN, as per provisions of "**Guidelines on Debarment of Business Dealings**" (**Annex-A**), which may be further extended at the discretion of the SJVN.

(vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract

(vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the SJVN with the Bidder/ Contractor, the same shall not be opened/operated.

(viii) Forfeiture of Performance Security in case of a decision by the SJVN to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The SJVN will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or actingon its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in GFR, Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption in SJVN's country.

5.3 The decision of the SJVN to the effect that a breach of the provisions of this Pact has been committed by the Bidder / Contractor shall be final and conclusive on the Bidder /Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

6.0 <u>Independent External Monitor(s)</u>

6.1 The SJVN has appointed Independent External Monitor(s) (hereinafter referred to as Monitors)for this Pact.

6.2 The task of the Monitors shall be to review independently and objectively, whether and to whatextent the parties comply with the obligations under this Pact.

6.3 The Monitors shall not be subject to instructions by the representatives of the parties andperform their functions neutrally and independently.

6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement for which a complaint or issue is raised before them, including minutesof meetings. The right to access records should only be limited to the extent absolutelynecessary to investigate the issue related to the subject tender/contract.

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CMD/CEO/MD of SJVN and request SJVN 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 actin a specific manner, refrain from action or tolerate action.

6.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the SJVN including that provided by the Bidder/Contractor. The Bidder/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 Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.

6.7 The SJVN 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 parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.

6.8 The Monitor will submit a written report to the CMD/CEO/MD of SJVN within 30 days from thedate of reference or intimation to him by the SJVN/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

6.9 The word 'Monitor' would include both singular and plural.

6.10 In the event of a dispute between the management and the contractor related to those contracts where integrity pact is applicable, in case both the parties agree, they may try to settle thedispute through mediation before the panel of IEMs in a time bound manner. In case the dispute remains unresolved even after mediation by the panel of IEMs, SJVN may take further action as per the terms & conditions of Contract. Expenses on dispute resolution shall be equally shared by both the parties.

7.0 <u>Facilitation of Investigation</u>

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Employer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor and the Bidder/Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8.0 <u>Law and Place of Jurisdiction</u>

This Pact is subject to ....(SJVN's Country) Law. The place of performance and jurisdiction is the Registered Office of the SJVN. The arbitration clause provided in the tenderdocument/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

9.0 <u>Other Legal Actions</u>

(i) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
(ii) Changes and supplements as well as termination notice need to be made in writing.
(iii) If the Consultant is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture

10. <u>Validity</u>

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the SJVN and the Bidder/Consultant/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract or six months from the date of opening of price bids, whichever is earlier.

10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

11.0 The Parties hereby sign this Integrity Pact at ____________ on ______________.

SJVN	Bidder
Name:	(Authorised Person)
Designation:	(Name of the Person)
Place: New Delhi	Designation
Date: …………………..	Place--------------
	Date--------------
Witness1.________________	Witness1.______________
	(Name and address)
Witness2.________________	Witness2.______________
	(Name and address)

Annexure-A

Guidelines on Debarment of Business Dealings for SJVN Limited (including its Subsidiaries and Joint Ventures)

1. Introduction

SJVN (including its subsidiaries, and joint ventures) deal with various bidders, contractors, suppliers, consultants, and service providers, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of SJVN to deal with Agencies who commit deception, fraud or other misconduct in the tendering process.

These Guidelines are issued with a view to ensuring transparency, integrity, and fairness in public procurement undertaken by SJVN Limited, its Subsidiaries and Joint ventures.

These guidelines are framed in alignment with the 'Guidelines on Debarment of firms from Bidding' issued by the Department of Expenditure, Ministry of Finance, Government of India.

2. Scope

These Guidelines shall apply to all procurements financed, executed, or managed by SJVN, its Projects, Power Stations, Regional Offices, Liaison Offices including its subsidiaries, and joint ventures, and shall be binding upon all categories of bidders, contractors, suppliers, consultants, and service providers dealing with SJVN or its associated entities.

3. Definitions

(a) SJVN means SJVN Ltd., its Projects, Power Stations, Regional Offices, Liaison Offices including its subsidiaries, and joint ventures.

(b) Debarment means disqualification of a bidder from participation in any procurement process undertaken by SJVN for a specified period in accordance with Rule 151 of GFR 2017.

For the purposes of these Guidelines, the expressions banning of firm, suspension, and blacklisting shall convey the same meaning as debarment.

(c) Firm: The term 'Firm' or 'Bidder' has the same meaning for the purpose of these guidelines, which includes an individual or person, a company, a co-operative society, a Hindu undivided family, and any association or body of persons, whether incorporated or not, engaged in trade or business.

(d) Allied Firm means any concern within the sphere of effective influence of a debarred firm. In determining such influence, the following factors shall be considered—

i) whether the management is common;
ii) whether majority interest in the management is held by the partners or directors of the debarred firm;
iii) whether substantial or majority shares are owned by the debarred firm and, by virtue thereof, it has a controlling voice;
iv) whether the firm directly or indirectly controls, or is controlled by, or is under common control with another bidder; and
v) all successor firms shall also be treated as allied firms.

(e) Unit shall mean the Project/ Power Station/ Regional Office/ Liaison Office/Subsidiary/JV, as the context requires.

4. Authorities and Jurisdiction

(a) SJVN-level Debarment.

Competent Authority: Functional Director, SJVN. In case of subsidiaries, the Competent Authority shall be CEO.

Appellate Authority: Chairman & Managing Director (CMD), SJVN. In case of subsidiaries, the Appellate Authority shall be Chairman of the subsidiary.

(b) Ministry of Power (MoP)-level Debarment. Debarment orders issued or endorsed by the Ministry of Power shall be governed by the Competent and Appellate Authorities as may be notified by the Ministry from time to time, and shall be binding on SJVN, its subsidiaries, and joint ventures for the period specified therein.

(c) Department of Expenditure (DoE)-level Debarment. Debarment orders issued or endorsed by the Department of Expenditure, Ministry of Finance, Government of India, shall be governed by the Competent and Appellate Authorities specified by the said Department, and shall be binding on SJVN, its subsidiaries, and joint ventures for the period specified therein.

5. Initiation of Debarment Proceedings

During bidding: Action for banning of business dealings with any Firm shall be initiated by the department responsible for invitation of bids after noticing the irregularities or misconduct on the part of Firm concerned.

During execution: Action for banning of business dealings with any Firm shall be initiated by the respective department responsible for execution of works/services after noticing the irregularities or misconduct on the part of Firm concerned.

Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance may also be competent to initiate such action.

6. Grounds for Debarment

Without prejudice to Rule 151 and Rule 175 of GFR 2017, a bidder or any of its successors may be debarred from participation in procurement undertaken by SJVN and its subsidiaries and JVs for any of the following reasons—

a) conviction under the Prevention of Corruption Act, 1988, the Indian Penal Code or Bhartiya Nyaya Sanhita, 2023, or any other law in force, for causing loss of life, damage to property, or threat to public health in the course of execution of a public procurement contract;

b) breach of the Code of Integrity prescribed under Rule 175 of GFR 2017, including bribery, collusion, bid-rigging, anti-competitive conduct, false declaration, obstruction of investigation or audit, or undisclosed conflict of interest;

c) submission of false or forged information, misrepresentation, or concealment of material facts, resorting to corrupt or fraudulent practices;

d) persistent failure, default, or non-performance of contractual obligations;

e) supply of substandard material, non-supply of material, abandonment of works, sub-standard quality of works, or failure to abide by the Bid Securing Declaration etc.;

f) misuse of SJVN's premises or its facilities, forcefully occupies or damages SJVN's properties including land, water resources, forests / trees or tampers with documents/records etc.; and

g) any other act or omission which, in the opinion of SJVN, warrants debarment in the interest of probity, fairness, and public interest.

7. Debarment Review Committee (DRC) and Procedure for Debarment

(a) Constitution of DRC: Prior to the initiation of debarment proceedings, the Competent Authority shall constitute a Debarment Review Committee (DRC) for examination of the case. The Committee shall comprise officers not below the rank of General Manager or Head of Department / Head of Project, as under—

- One officer from Contracts or Procurement of the concerned Unit or the Corporate Office;
- One officer from Finance (Corporate / Projects) of the concerned Unit or Corporate Finance;
- One officer from Corporate Law / Legal; and
- One officer representing the user or indenting department at the Corporate or Unit level, or the Head of Project / Engineer-in-Charge representing the concerned project site, as the case may be.

The officer belonging to the department initiating the proposal for debarment shall act as the Coordinator of the DRC and shall be responsible for convening meetings, facilitating examination of relevant records etc. The DRC shall submit its report to the Competent Authority.

(b) Mandate and Process: The DRC shall,

i) examine all facts, records, and evidence pertaining to the case;

ii) ensure that a show-cause notice has been issued and that a reasonable opportunity of representation, including personal hearing if sought, has been afforded;

iii) assess the applicability to allied and successor firms; and

iv) submit a reasoned and self-contained recommendation to the Competent Authority within eight (08) weeks, extendable with recorded justification.

(c) Decision: The DRC shall function in an advisory capacity. The final decision shall rest with the Competent Authority, who shall, after due consideration of the DRC's recommendation, issue a speaking order specifying the reason (in brief), scope, jurisdiction, and duration of debarment.

The entire proceeding shall, as far as practicable, be concluded within twelve (12) weeks from the date of initiation.

8. Period and Effect of Debarment

(a) Maximum period — up to three (3) years for conviction-based cases under Rule 151(i) (DoE-wide), and up to two (2) years for breach of the Code of Integrity or performance-related grounds at the SJVN/MoP level.

(b) Minimum period — ordinarily not less than six (6) months.

(c) Commencement — the period of debarment shall commence from the date of issue of the debarment order by the issuing entity.

(d) Contract Placement Bar — no contract of any kind shall be placed on a debarred firm, including its allied firms; this prohibition shall also apply in cases of risk purchase.

(e) Bid/Contract Dates — only bids from firms that are not debarred on (i) the date of submission/opening of the tender and (ii) the date of issuance of Letter of Award/ Signing of Contract Agreement shall be considered.

(f) Bids by Debarred Firms — if a debarred firm submits a bid, such bid shall be ignored. If such firm is the lowest (L-1), the next lowest eligible bidder shall be considered as L-1. Any bid security submitted by the debarred firm shall be returned.

(g) Existing Contracts — contracts concluded prior to the issue of the debarment order shall not be affected.

(h) Removal from approved/empanelled lists — The debarred firm shall also be removed from any approved/empanelled lists.

9. Applicability to Allied and Successor Firms

Debarment of a firm shall automatically extend to its allied and successor firms unless otherwise directed by the Competent Authority for reasons recorded in writing.

In the case of debarment of a joint venture or consortium, all partners shall stand debarred for the period specified in the debarment order, and the names of all such partners shall be explicitly mentioned in the order.

10. Jurisdiction and Recommendation of Debarment

(a) SJVN-Level Debarment: for misconduct confined to SJVN or its subsidiaries/joint ventures, including non-performance, false declarations, or breach of integrity obligations.

(b) Recommendation to Ministry of Power (MoP): for cases having sector-wide or systemic implications affecting multiple PSUs under the administrative control of MoP, or integrity breaches such as corruption, bribery, or cartelization in tenders of SJVN.

(c) Recommendation to Department of Expenditure (DoE): for conviction-based cases or offences causing loss of life, property, or threat to public health, warranting Government-wide debarment under Rule 151.

Where such Government-wide debarment is warranted, the department responsible for initiation of debarment proceedings shall forward a self-contained proposal, along with complete supporting documentation, to the Ministry of Power for onward transmission to the Department of Expenditure, in accordance with the DoE OM.

11. Effect of Debarment by Other Authorities

SJVN shall give effect to debarment orders issued by the Department of Expenditure (Ministry of Finance), the Ministry of Power, or any other Government entity, where such orders expressly provide for applicability across Ministries, Departments, or PSUs.

Note (GeM): The Government e-Marketplace (GeM) may debar bidders for a period of up to two (2) years on its portal. SJVN shall honour such debarments for procurements undertaken on or through GeM, in accordance with GeM provisions.

12. Publication of Debarment Orders

Debarment orders issued by SJVN shall be displayed on SJVN's website and shall be binding upon all subsidiaries and joint ventures of SJVN. For the purpose, the concerned department shall forward the name and details of the Agency(ies) banned to IT&C Division of SJVN's Corporate Office for displaying the same on SJVN website. The details shall also be displayed on the respective subsidiary's website.

Debarment orders of the Ministry of Power shall be displayed on the Ministry's website, and those of the Department of Expenditure shall be displayed on the Central Public Procurement Portal (CPPP) maintained by DoE.

13. Appeal and Review (SJVN Level)

An aggrieved firm may prefer an appeal to the CMD, SJVN, within thirty (30) days from the date of communication of the SJVN-level debarment order.

The CMD may, after due consideration of the record and representation, uphold, modify, or set aside the order.

Appeal against MoP/DoE orders shall be dealt as per Guidelines on Debarment of firms from Bidding' issued by the Department of Expenditure, Ministry of Finance, Government of India.

14. Revocation and Reinstatement

(a) A debarment order shall stand automatically revoked upon expiry of the period specified therein; no separate order shall be required.

(b) For debarments issued by SJVN, the CMD, SJVN shall be the sole authority competent to review or revoke the order prior to its expiry, either suo motu or upon representation by the firm, based on new facts or sufficient justification.

Such revocation shall be issued by formal order and shall take effect from the date specified therein.

(c) For debarments issued by the Ministry of Power or the Department of Expenditure, revocation or modification prior to expiry shall rest exclusively with the respective issuing authority.

(d) Upon receipt of a revocation or modification order, the concerned department shall promptly update internal records and, where applicable, SJVN's website or the CPPP.

Note: In case of shortage of suppliers/contractors/service providers in a particular group, such debarments may also hurt the interest of procuring entities. In such cases, endeavour should be to pragmatically analyse the circumstances, try to reform the supplier and may get a written commitment from the suppliers / contractors / service providers that its performance will improve.

15. Record-Keeping and Reporting

All proceedings, communications, and decisions under these Guidelines shall be duly forwarded for record to Corporate Civil Contracts Deptt.

A consolidated list of firms debarred and reinstated at the SJVN level shall be maintained by Corporate Contracts Deptt. and published on SJVN's website.

Matters having inter-ministerial or sectoral implications, including those requiring consideration by the Department of Expenditure, Ministry of Finance, shall be reported to the Ministry of Power through the Corporate Civil Contracts Department, in accordance with the procedure prescribed under the DoE OM.

Form of Declaration of Eligibility
Undertaking

I/We, ………………**[Name of the Bidder / Firm / Company**], having our registered office at ……….**[Address],** do hereby certify that neither I/we nor any of our allied firms, successor entities, consortium / joint-venture partners (as applicable) are currently under debarment by SJVN Limited (including its subsidiaries/JVs), the Ministry of Power, Government of India, or the Department of Expenditure (DoE), Ministry of Finance, Government of India.

I/We fully understand that if this declaration/undertaking is found to be false or misleading, our Bid shall be liable for rejection and, if the Contract has been awarded, the same shall be liable for termination, in addition to any other action as may be taken under law.

Date.......................
Place.......................

....
(Name & Signature of Authorised Representative

with Seal/Stamp of Company)

Notes:

- In case of subsidiaries registered outside India, the reference of relevant Government Department dealing with Banning may also be incorporated.
- The undertaking shall be obtained at the time of submission of bids as well as before placement of LOA/Signing of Contract Agreement.
- The undertaking shall be submitted by Bidder including each of the JV/Consortium partners and any sub-contractors proposed.

Format 7.16

Bid Security Declaration

To,

General Manager (Contracts/REIA),
Contracts Section, REIA Department,
SJVN Ltd., 6th Floor, Tower No. 1,
NBCC Office Complex, East Kidwai Nagar

Subject: Request for Selection (RfS) Document For Selection of Pumped Storage Projects Developers for Supply of 2000 MW/16000 MWh Energy Storage Capacity from Pumped Storage Power Projects in India under under Tariff-Based Competitive Biding.

I hereby declare that the bid submitted by the undersigned on behalf of ___________________________ **[Name of the Bidder]** shall not be withdrawn or modified during the Bid Validity Period.

I further acknowledge and accept that, in the event We withdraw or modify our bid during the Bid Validity Period, except as permitted under the RfS documents, or, being a successful Bidder, fail to submit the Success Fee, Performance Guarantee and sign the PPA/ **Pumped Storage Purchase Agreement** within the specified time, adopt any corrupt, fraudulent or coercive practice, or commits any default under the Integrity Pact, then _______________________________ **[Name of the Bidder]** including its Affiliate(s) shall be suspended from participating in the tendering processes of SJVN Ltd. and its subsidiaries for a period of one (1) year from the date of issuance of such suspension order by SJVN Ltd.

Date: (Signature of Authorized Signatory)

Place: (Name)

(Designation)

(Common Seal)

Format 7.17

Declaration

To,

General Manager (Contracts/REIA),
Contracts Section, REIA Department,
SJVN Ltd., 6th Floor, Tower No. 1,
NBCC Office Complex, East Kidwai Nagar

Subject: Request for Selection (RfS) Document For Selection of Pumped Storage Projects Developers for Supply of 2000 MW/16000 MWh Energy Storage Capacity from Pumped Storage Power Projects in India under Tariff-Based Competitive Biding.

We, M/s ………..[Name of the Bidder], having our registered office at….. [Address of the Company] …., do hereby declare that we fulfil the criteria mentioned under Clause----------of RfS and

We, M/s ……… **[Name of the Bidder]**, having our registered office at ……….. [Address of the bidder Company], do hereby declare that neither we, nor our Affiliate(s), nor, in the case of a Consortium, any Consortium Member or its Affiliate(s), has failed to execute the Power Purchase Agreement (PPA) or Battery Energy Storage Purchase Agreement (BESPA), as applicable, within the stipulated time period after issuance of a Letter of Award (LoA) by SJVN Limited under any tender issued by SJVN Limited as the Renewable Energy Implementing Agency (REIA) for Renewable Energy Projects or as the Implementing Agency for Battery Energy Storage System (BESS) Projects.

We further declare that we are eligible to participate in the present Request for Selection (RfS) and understand that any false declaration or misrepresentation may result in rejection of our bid and such other action as may be provided under the provisions of the RfS.

Date: (Signature of Authorized Signatory)
Place: (Name)
(Designation)
(Common Seal)