

Invitation for Expression of Interest (EOI)
For
EMPANELMENT AS LAND AGGREGATOR/ FACILITATOR FOR
ACQUISITION OF PRIVATE LAND ON LEASE FOR
DEVELOPMENT OF 700 MW SOLAR PARK IN RAJASTHAN



22nd December 2023



Saurya Urja Company of Rajasthan Limited
(A JV Company of Government of Rajasthan)

**R7-A, 3rd Floor, Crystal Palm Mall, Plot No. 2, Sahkar Circle,
Sardar Patel Marg, Jaipur - 302001, Rajasthan**

Contents

1. Background:	3
2. Definitions	4
3. Land for Solar Park	5
4. Scope of Proposal:.....	5
5. Qualifying Requirement.....	7
5.1 Technical Criteria.....	7
5.2 Financial Criteria (FC).....	7
6. Guidelines for Submission of EOI	8
ANNEXURE A – FORMAT OF EXPRESSION OF INTEREST	11
ANNEXURE B – FORMAT OF NON-DISCLOSURE UNDERTAKING	14
ANNEXURE C – FORMAT OF PROFILE OF THE APPLICANT	18
ANNEXURE D – PART I: FORMAT OF THE BOARD RESOLUTION	20
ANNEXURE D – PART II: FORMAT OF THE POWER OF ATTORNEY	22
ANNEXURE E – CERTIFICATE FROM CHARTERED ACCOUNTANT / STATUTORY AUDITOR IN RESPECT OF FINANCIAL CRITERIA	24
ANNEXURE F – CERTIFICATE FROM CHARTERED ACCOUNTANT / STATUTORY AUDITOR IN RESPECT OF TECHNICAL CAPACITY & EXPERIENCE	25
ANNEXURE G – FORMAT OF UNDERTAKING OF ELIGIBILITY TO PARTICIPATE.....	26

Date: December 22, 2023

**INVITATION FOR EXPRESSIONS OF INTEREST
FOR
EMPANELMENT AS LAND AGGREGATOR/ FACILITATOR FOR ACQUISITION
OF PRIVATE LAND ON LEASE FOR DEVELOPMENT OF 700 MW SOLAR
PARK IN RAJASTHAN**

This refers to the advertisement issued by Saurya Urja Company of Rajasthan Limited (“**SUCRL**”) in The Economic Times and Dainik Bhaskar, each dated December 22, 2023, regarding the empanelment as land aggregator/facilitator for acquisition of private land on lease for development of 700 MW solar park in Rajasthan. EOIs are sought from interested parties (“**Applicants**”).

1. Background:

Saurya Urja Company of Rajasthan Limited (SUCRL), is a 50:50 Joint Venture Company of Government of Rajasthan (GoR) and IL&FS Energy Development Company Limited (IEDCL), incorporated on April 07, 2015. SUCRL was formed with a mandate for developing 5000 MW of solar parks in the state of Rajasthan, which shall provide plug and play facility to the Solar Project Developers (SPDs) targeting to invest in the state of Rajasthan.

SUCRL completed the 1000 MW Solar park at Bhadla III as Solar Power Park Developer (SPPD) in two phases of 500 MW each. The park was MNRE approved and the first phase got commissioned in September 2018 and the second phase was commissioned in February 2020.

SUCRL has acquired about 5500 acres of Government land at Village Bhadla, Tehsil Bap, District Jodhpur, Rajasthan on lease basis from GoR and has subleased at 2 Ha/MW (about 5 Acres/MW) to SPDs in 10 plots of 100 MW each.

SUCRL is planning to develop the 700 MW solar park on the Private Lease Land in any of the location of these four districts i.e. Bikaner, Barmer, Jaisalmer and Phalodi & in vicinity area of upcoming ISTS Grid Substation.

SUCRL invites Expression of Interest from interested applicants for acquisition of about 3500 Acres of Land on Private land on Lease basis required for Setting up of Solar Energy Power Plant(s). The tenure for lease shall be 29 years 11 months from the date of signing of lease agreement between Land Owner and SUCRL. Lease rent will be escalated @5% after every three years.

The proposed solar park is to be set up in the state of Rajasthan, which will be located in the vicinity of upcoming ISTS Grid Substation, which will be identified by SUCRL. Accordingly, private land shall be acquired by the Land Aggregator on Lease basis. Depending upon the requirement, the Land Aggregators / Facilitators to identify land based on its suitability of the location, land elevations, land features like availability of road, water availability, shrubs on land, lease rental, distance to Substation etc. There should not be any government restriction in setting up of Solar Power Project upon the Land Parcel.

SUCRL invites Application from Applicants / Land Aggregators/ Land Facilitators, which may be Sole Proprietorships/ Partnerships / Limited Liability Partnerships Firms /Company / Government Agencies/ Government Companies/ Public Sector Undertakings (herein after called as the **“Applicant”**) for Leasing of contiguous land.

The Application (EOI) of those Applicants/ Aggregators/ Land Facilitator shall be considered for empanelment who meets the pre-qualifying requirements.

2. Definitions

For the purposes of this Invitation for EOI, the following terms shall have the meaning respectively assigned to it:

- (a) **“Act”** shall mean the Companies Act, 2013 as amended from time to time.
- (b) **“Associate Company”** shall have the meaning as ascribed to such term under Section 2(6) of the Act.
- (c) **“Applicant”** shall have the meaning as ascribed to such term under Clause 1 of this IEOI.
- (d) **“Bid”** shall mean the proposal to be submitted by the eligible Applicant, after being shortlisted pursuant to this Invitation for EOI, in accordance with the EOI comprising of the financial proposal, the technical proposal and other requisite forms/letters/deeds/agreements, documents, and authorizations.
- (e) **“Body Corporate”** shall have the meaning as specified in Section 2(11) of the Act.
- (f) **“Control”** shall have the meaning given in the Act, and terms **“Controlled”** or **“Controlling”** shall have the meaning accordingly.
- (g) **“Financial Criteria”** shall have the meaning as ascribed to such term under Clause 5.2 of this IEOI.
- (h) **“INR”/ “Indian Rupees”** shall mean Indian Rupees, the lawful currency of India.
- (i) **“Invitation for EOI”** shall mean this invitation for expression of interest issued by SUCRL and shall include all the annexures and appendices hereto, and shall further include all supplements, modifications, amendments, alterations, corrigendum, or clarifications hereto, issued by SUCRL.
- (j) **“Net Worth”** shall have the meaning as specified in Section 2(57) of the Act, and as amended from time to time.
- (k) **“Liquid Assets”** shall have the meaning as current assets (excluding inventory) less current liability.
- (l) **“Parent Company”** in respect of a Person, shall mean a company which directly or indirectly:
 - (i) controls the composition of the board of directors of such Person; or
 - (ii) exercise or controls more than one-half of the total voting power either at its own or together with one or more of its subsidiary companies.
- (m) **“Person”** includes any firm (registered or otherwise), company, corporation, body corporate, government, state or agency of a state or

- any association, trust, joint venture, consortium, partnership (including limited liability partnership) or other entity (whether or not having separate legal personality).
- (n) **“Process”** shall mean the process to be followed with respect to the consummation of this IEOI, beginning from the issuance of the Invitation for EOI till the completion of the work.
 - (o) **“Subsidiary”** shall have the meaning as specified in Section 2(87) of the Act, and.
 - (p) **“Technical Eligibility”** shall have the meaning as per Clause 5.1 of this IEOI.
 - (q) **“Ultimate Beneficial Owner”** shall mean any Person, who acting alone or together, holds:
 - (i). beneficial interests, of not less than such percentage as may be prescribed; or
 - (ii). the right to exercise Control.

3. Land for Solar Park

SUCRL to select the land in the vicinity of proposed ISTS Substation in Rajasthan through the land aggregator. Factors to be considered for selection of private lease land are listed below;

- a. Minimum Distance of Transmission line from ISTS Substation in Km
- b. Minimum Land Periphery for Boundary Wall Construction in Km
- c. Land Elevation
- d. Minimum Distance from existing Black Top Road

4. Scope of Proposal:

The Land Facilitator/ Land Aggregator shall fulfill the following obligations:

- (a) Identification of the suitable parcel of land as per the requirement of SUCRL.
- (b) Submission of details of the proposed land parcels to SUCRL.
- (c) Collection & compilation of Land Records, Preparation of Land schedule, Land use plan, Digitized Revenue sheets, combined village Map etc.
- (d) Scrutiny of the 30 years land revenue records from revenue authorities.
- (e) Demarcation of land, road networks, approaches, entrances etc. on map.
- (f) Propose land parcels, which have clear legal title and have no legal obstacles. In case of joint property, there should be a clear division.
- (g) Liaison works with various departments of Govt. of Rajasthan
- (h) Liaison with Gram Panchayat, Village/Tehsil/District/Revenue/ Colonization/ PWD/Irrigation Dept. or respective concerned officers as and when required.
- (i) Checking litigations before various judicial and quasi-judicial authorities.

- (j) Checking mortgage of land.
- (k) Ensure settlement of dues in the form of loan settlement of claims & dues of the legal heirs.
- (l) Measurement and demarcation of the land on site.
- (m) Provide all 30 years revenue documents (Certified copies of Jamabandi, Girdawari, Mutations, Sale Deeds, Gift Deeds, Release Deeds, Adoption Deeds, Court Order, Milan Kshetrafal, Revenue Maps etc. and KYC documents & all other required documents) and handover original/ certified copies.
- (n) Scrutinize & prepare proposal for lease deed along with all required documents & complete lease deed process with land owners at respective revenue authorities with required documents, in predefined module of lease.
- (o) Provide complete support to verify all land documents to the Company team and Company hired third party.
- (p) Handing over the contiguous land parcels to the Company.
- (q) The land should be contiguous in nature and must be accessible by road (suitable for movement of heavy vehicles for transportation of equipment/ machineries like transformers, inverters etc.).
- (r) The Land shall be free from all encumbrances and legally and physically owned by the proposed land owners, and should not be in or within the prohibited range of any wildlife-protected area or forest area, or defense establishment. There should be no government restriction in setting up of solar power projects on the offered land.
- (s) Minimum distance from designated Grid substation of nearest CTU has been considered as a criterion for application but shortest aerial distance i.e. less than 10 km with spare capacity for grid connectivity will be preferred and given weightage during RFP Stage.
- (t) The SUCRL or its authorized representative or any agency as appointed by SUCRL, may at its discretion, be allowed to visit the site/offered land and assess its suitability/ techno-commercial feasibility in the overall interest of setting up the solar power plant, at any time prior to the signing of lease or any type of agreement and the applicant will provide adequate assistance for the same.
- (u) The SUCRL reserve the right to accept/ partially accept or reject the site offered by the applicant based on the above due diligence or as per its requirements. The SUCRL's decision in this regard shall be final and binding upon the applicant(s) and in no case, SUCRL shall be held responsible.

- (v) The tenure for lease shall be 29 years 11 months from the date of signing of lease agreement. Lease rent will be escalated 5% after every three years.
- (w) Grading & Leveling of the land to be done by SUCRL as per standard and to maintain an average slope of 10% for installation of tracker-based MMS. Slope of land would preferably be in one direction for at least 100m length in N-S Direction.

5. Qualifying Requirement

5.1 Technical Criteria

The Applicant should meet following criteria;

- 1) The Applicant shall be of Indian nationality. The Applicant (Land Aggregators/ Land Facilitators which may be Sole Proprietorships/ Partnerships / Limited Liability Partnerships Firms /Company / Government Agencies/ Government Companies/ Public Sector Undertakings) should have its registered office in India. The Applicant should have valid certificate of incorporation from appropriate authorities. The applicant shall submit the relevant documents in this regard.
- 2) The Applicant should have experience of having successfully completed assignment of land aggregator/ land facilitator for acquisition of encumbrance & encroachment free land on upfront charge basis or on lease rent basis (for minimum 20 years) for Project/ Park of cumulative Capacity of 300MW or higher, out of which at least one project/ Park should be of 150 MW or higher capacity at a single location. The applicant shall submit the relevant documents (i.e Contract/service order/work Order/Purchase order and work Completion certificate) showing their experience for completed work.
- 3) The Applicant should have team who has prior experience of working for at least 05 years for handling the land acquisition against the contract as a consultant / employee/ partner/ retainer/director from the date of publication of EOI on SUCRL website. The applicant shall submit the relevant documents as evidence.

5.2 Financial Criteria (FC)

The Applicant should meet the following financial criteria;

1. The **annual turnover** of the applicant should not be less than **Rs. 1.5 Crores** for **average of best three financial years out of last five financial years**, as on date of Advertisement of EOI in newspapers.
2. Applicant should have **Positive Net Worth** as on the last day of the preceding financial year.
3. Applicant should have **Liquid Assets of minimum Rs. 50 Lakhs** as on the last day of the preceding financial year.

6. Guidelines for Submission of EOI

Interested Applicants must submit:

- (1) Duly executed EOI, in the format set out in **Annexure A**;
- (2) An executed non-disclosure undertaking in the format set out in **Annexure B**;
- (3) A profile of the Applicant (as per the prescribed format set out in **Annexure C**), signed and sealed by the Applicant or the authorized representative of the Applicant;
- (4) A proof of authorization for the execution and submission of the documents and participating in the IEOI (such as resolution of the board of directors or similar authorizing body or a power of attorney, as the case may be) as per the prescribed format set out in **Part I of Annexure D** (*Format of the Board Resolution*) or **Part II of Annexure D** (*Format of the Power of Attorney*), as the case may be;
- (5) **Annexure E**: Proof of satisfaction of FC in the following manner:
 - a) **In case of a company incorporated in India under the provisions of the Companies Act 1956, the Act, or any previous Company Law (for minimum Net Worth)**

A certificate to verify compliance with the FC by the Applicant (or its Parent / Subsidiary / Associate Company, if the FC requirement is met on account of the Applicant by its Parent / Subsidiary / Associate Company) issued by the statutory auditor or any other independent practicing chartered accountant.

Such certificate shall be supported by latest audited financial statements of the Applicant (or its Parent / Subsidiary / Associate Company, if the FC requirement is met on account of the Applicant by its Parent / Subsidiary / Associate Company) as of March 31, 2023.
- (6) **Annexure F** - Proof of satisfaction of Technical Capacity and Experience.
- (7) **Annexure G** – Undertaking of eligibility to participate.
- (8) PAN card; and
- (9) such other additional information/documents as may be requested by SUCRL, including, without limitation, to prove compliance with the eligibility criteria under paragraph B above.

Notes:

- (A) Non-submission and/or non-compliance and/or insufficient/incorrect information as per the above check-list may be reason for rejection of the EOI of the Applicant without providing any reason to the Applicant.
- (10) Expression of Interest, conforming to the conditions of this Invitation for EOI shall be submitted along with all annexure(s) duly filled in, in original and all the supporting documents (EOI)

Physical copies of all the documents, in original, shall be submitted at the below mentioned address:

Sh. Bibhu Biswal
Chief Executive Officer
R7-A, 3rd Floor,
Crystal Palm Mall, Plot No. 2,
Sahkar Circle, Sardar Patel Marg,
Jaipur - 302001,
Rajasthan

Contact Person for IEOI regarding queries:
Sh. Snehal Vyas
Contact No. – 9116047475
Email ID - snehal.vyas@sauryaurla.com

EOI shall be submitted within the schedule date and time

A. OTHER INFORMATION

- (1) This Invitation for EOI has been prepared by SUCRL and includes information with respect to SUCRL and it is issued for the limited purpose of enabling Applicants to submit the Expression of Interest (“EOI”).

Applicants are advised to independently carry out evaluation in respect of information provided herein and the business of SUCRL.

- (2) Interested parties may refer to <https://sauryaurla.com> for additional details. Unless any changes or modifications to this Invitation for EOI are uploaded on <https://sauryaurla.com>, the terms of this Invitation for EOI shall be final and binding on all Applicants.
- (3) If, at any time during the Process relating to the IEOI, SUCRL determines (at its sole discretion) that any Applicant does not fulfil any of the above conditions, then SUCRL shall have the right to immediately cease to engage with such Applicant without providing any reasons or incurring any liability whatsoever.
- (4) SUCRL reserves the right, at its sole discretion, to reject all or any of the EOIs, at any time, without providing any reasons or incurring any liability whatsoever.
- (5) SUCRL reserves the right to suspend, terminate or modify the Process relating to the IEOI, at any time without providing any reasons or incurring any liability whatsoever.
- (6) SUCRL reserves the right to request for additional information / documents from the Applicant for the purpose of evaluation of the EOI.
- (7) SUCRL shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Invitation of EOI.
- (8) The Applicant shall maintain confidentiality of the information received as part of the Process relating to the IEOI and shall not use such information to cause any undue gain or undue loss to itself or any other person.
- (9) Eligible Applicants shall be determined by the SUCRL at its sole discretion and will be intimated in due course. Such eligible Applicants will be provided details of the IEOI including Request For Proposal (“RFP”) and other information.
- (10) This Invitation for EOI is governed by the laws of India and the courts at Jaipur, Rajasthan shall have exclusive jurisdiction.
- (11) The EOI along with all the supporting documents of the Bid of shortlisted Applicant shall be considered as part of the definitive agreements in case the Applicant is declared as the successful Applicant.
- (12) Notwithstanding anything to the contrary contained in this Invitation of EOI, the detailed terms specified in the definitive agreements shall have the overriding effect; provided, however, that any conditions or obligations

imposed on the Applicant hereunder shall continue to have effect in addition to its obligations under the definitive agreements.

- (13) EOI submitted by Applicants shall be valid for 180 days from the date of opening of the EOI and can be further extended by another 180 days or such later period on intimation to the Applicants.

IMPORTANT DATES

Below mentioned is the schedule to be followed by Applicants:

Event	Date
Publication of advertisement and IEOI	T= 22 nd December, 2023
Last date & time for submission of EOIs physically	T + 2 weeks = 05 th January 2024 Before 3:00 PM
Intimation to the Shortlisted Applicants	T + 3 weeks= On/before 12 th January 2024

ANNEXURE A – FORMAT OF EXPRESSION OF INTEREST
[Note: On the letter head of the Applicant]

Date: [●], 2023

To
The Chief Executive Officer (CEO),
Saurya Urja Company of Rajasthan Limited (“SUCRL”)
R7-A, 3rd Floor,
Crystal Palm Mall, Plot No. 2,
Sahkar Circle, Sardar Patel Marg,
Jaipur - 302001,
Rajasthan

Subject: INVITATION FOR EXPRESSIONS OF INTEREST FOR THE EMPANELMENT AS LAND AGGREGATOR/ FACILITATOR FOR ACQUISITION OF PRIVATE LAND ON LEASE FOR DEVELOPMENT OF 700 MW SOLAR PARK IN RAJASTHAN

Respected Sir,

We refer to the advertisement issued in The Economic Times and Dainik Bhaskar, each dated December 22, 2023 and the Invitation for Expression of Interest dated December 22, 2023 (“**Invitation for EOI**”) available at <https://sauryaurja.com> regarding empanelment as land aggregator/ facilitator for acquisition of private land on lease for development of 700 MW solar park in rajasthan.

We hereby confirm that we are desirous of participating in the IEOI and would like to submit this Expression of Interest (“**EOI**”). We confirm that we have understood the terms and conditions applicable to the submission of EOI. We confirm and undertake that the information furnished by us in this EOI and supporting documents is true, correct, complete, and accurate.

- a. We confirm that we fulfil each of the ‘eligibility criteria’ mentioned in the Invitation for EOI in Section B (*Eligibility Criteria*). Please find attached our profile along with the documents, as required under the EOI, in support of our submission.
- b. *Our Net Worth as per the last audited financial statement dated [insert date] is [insert net worth].*

We agree, acknowledge and declare that:

- (a) the person signing this EOI and other supporting documents is an authorized signatory, who is supported by necessary board resolutions of the Applicant (*as enclosed*);
- (b) we have not been sanctioned, disqualified, debarred or restrained by any regulatory authority from making investments in India or in our jurisdiction of incorporation and operations;
- (c) we have not been blacklisted by the central or any state government ministry/ agency for bidding in any central or state government projects/ contract in India and in its jurisdiction of incorporation and operations;
- (d) we are not ineligible under the provisions of Section 29A of the Indian Insolvency and Bankruptcy Code, 2016 to participate in the IEOI; and
- (e) we shall maintain confidentiality of the information received as part of the process relating to the IEOI (“**Process**”) and shall not use such information to cause any undue gain or undue loss to itself or any other person.

With respect to the IEOI, we agree and confirm to SUCRL that:

- (a) we are aware that the consummation of any work pursuant to the Process initiated by this EOI will be subject to requisite approvals, including, approvals from SUCRL, approvals required under applicable law or from statutory authorities, each as applicable;
- (b) if we do not meet any of the eligibility criteria throughout the Process, then SUCRL shall have the right, exercisable at its sole discretion, to forthwith terminate our involvement in the Process, and that we will promptly intimate SUCRL of any material adverse change or any ineligibility in respect of the conditions set out in the Invitation for EOI issued by SUCRL, including any developments that impact our ability to complete the work envisaged in the IEOI, as envisaged pursuant to the Process;
- (c) the SUCRL reserves the right to request for additional information or clarification(s) from us for the purposes of the EOI and we shall promptly comply with such requirements;
- (d) the SUCRL reserves the right to determine at its sole discretion, whether we are eligible as per IEOI, and may reject the EOI submitted by us without assigning any reason or without incurring any liability whatsoever;
- (e) we have provided, and will provide, all information and data during the Process, in a manner that is true, correct, accurate and complete and no such information, data or statement provided by us is (nor, when provided, will it be) inaccurate or misleading in any manner; and
- (f) SUCRL reserves the right to suspend, terminate or modify the process under this EOI or subsequent steps at any time, without providing any reasons or incurring any liability whatsoever.
- (g) EOI submitted by us pursuant to this invitation of EOI shall be valid for 180 days from the date of opening of this EOI and can be further extended by another 180 days or such later period on intimation to us.

Capitalized terms used but not defined herein shall have the meaning given to them in the Invitation for EOI.

Yours sincerely,

For and on behalf of [name of Applicant]

Signature:

Name of Signatory: [insert details]

Designation: [insert details]

Contact No.: [insert details]

E-mail ID: [insert details]

Address: [insert details]

Enclosures:

1. Non-Disclosure Undertaking in the format set out in **Annexure B**
2. Profile of the Applicant in the format set out in **Annexure C**;
Including Incorporation documents, constitutional documents, proof of registered office address/ address, PAN Card of the Applicant, as required under Section C (Guidelines for the Submission of EOI) of the Invitation for EOI.

3. Board Resolution in the format set out in **Part I of Annexure D** / Power of Attorney in the format set out in **Part II of Annexure D**;¹
4. Certificate from Chartered Accountant / Statutory Auditor in respect of financial criteria in the format set out in **Annexure E**;
5. Certificate from Chartered Accountant / Statutory Auditor in respect of Technical Capacity & Experience in the format set out in **Annexure F**.
6. Undertaking of eligibility to participate in the format set out in **Annexure G**.

¹ Please retain only the option that is relevant.² Please retain only the option that is relevant.

ANNEXURE B – FORMAT OF NON-DISCLOSURE UNDERTAKING

[**Note:** On the letter head of the Applicant]

[insert date], 2023

To,
Saurya Urja Company of Rajasthan Limited (“SUCRL”)
R7-A, 3rd Floor,
Crystal Palm Mall, Plot No. 2,
Sahkar Circle, Sardar Patel Marg,
Jaipur - 302001,
Rajasthan

Sub: Acknowledgements, Confidentiality and Non-Disclosure (“Undertaking”)

Dear Sir/ Madam,

1. We refer to the advertisements issued in The Economic Times and Dainik Bhaskar, each dated December 22, 2023 and the Invitation for Expression of Interest dated December 03, 2023 (“**Invitation for EOI**”) available at <https://sauryaurlja.com> to participate in the process being conducted (the “**Process**”) for IEOI regarding empanelment as land aggregator/ facilitator for acquisition of private land on lease for development of 700 MW solar park in rajasthan.
2. Capitalized terms used but not defined herein shall have the meaning given to them in the Invitation for EOI.
3. This Undertaking is being furnished by us in consideration of the premise as set forth above. Vide this Undertaking, we [insert name of Applicant] (the “**Receiving Party**”), hereby agree, undertake, acknowledge and confirm that:
 - (a) The Receiving Party would be receiving Confidential Information (*as defined below*) in relation to the IEOI from SUCRL and their shareholders, affiliates, directors, officers, employees, agents or advisors (individually referred to as “**Disclosing Party**”, and collectively referred to as “**Disclosing Parties**”);
 - (b) “**Confidential Information**” includes: (i) all information, discussions, progress and status with respect to the Process; (ii) all information, data, reports, analyses, advices, interpretations, studies, forecasts, records, documents and/ or materials, whether made available in writing or electronically to the Receiving Party by the Disclosing Parties in relation to the IEOI or the intended parties to the IEOI or becoming available to the Representatives (*as defined below*) of the Receiving Party; (iii) any financial, technical, business, operational, assets and liabilities related information, any analysis that integrally incorporates and/or discloses any Confidential Information; and (iv) any information exchanged between parties to the IEOI, in respect of any Disclosing Party(ies), or documents reflecting or generated from such information, and any information or document that the Disclosing Party considers confidential, but excluding information that:
 - (i) at the time of supply to the Receiving Party is in the public domain otherwise lawfully known to the Receiving Party;
 - (ii) becomes lawfully available to the Receiving Party or its Representatives (*as defined below*) from a third party who to the best of the Receiving Party’s knowledge does not owe any party an obligation of confidence in relation to such information;

- (iii) is independently developed by the Receiving Party or its Representatives without any reference to the Confidential Information, and without violating any obligations hereunder; or
 - (iv) is approved for disclosure in writing by the Disclosing Parties or a Disclosing Party.
- (c) The Confidential Information shall be shared only with Associate Company or partners of the Receiving Party, who shall be potentially participating in equity or debt funding and the directors, shareholders, partners, officers, agents, employees or advisors (such as financial advisors, attorneys, bankers, consultants and accountants) of the Receiving Party/ their Associate Company / partners who need to know such information for the purpose of evaluating the IEOI (collectively referred to as the “**Representatives**”), strictly on a “need to know” basis; provided, such Representatives are also similarly restricted by the confidential obligations and the conditions set forth in this Undertaking. The Receiving Party agrees that the Receiving Party will be responsible for any breach of the confidentiality and other terms of this Undertaking by any of the Receiving Party’s Representatives;
- The term “**Control**” shall have the meaning given in the Act and terms “**Controlled**” or “**Controlling**” shall have the meaning accordingly.

The term “**Person**” includes any individual, firm (registered or otherwise), company, corporation, body corporate, government, state or agency of a state or any association, trust, joint venture, partnership (including limited liability partnership) or other entity (whether or not having separate legal personality).

4. The Receiving Party agrees and undertakes that it shall, and it shall ensure that its Representatives shall:
- (a) keep confidential all Confidential Information provided to the Receiving Party, unless disclosure is required from the Receiving Party to satisfy the requirements of any law, legal process, court of competent jurisdiction or any governmental or regulatory agency having the authority to regulate any aspect of the Receiving Party’s business. Provided that the Receiving Party may disclose only such Confidential Information that is strictly required to be disclosed to comply with a regulatory requirement, and to the extent permissible by applicable laws, the Receiving Party shall notify the Disclosing Parties of such requirements promptly, in advance of the disclosure, so that the Disclosing Parties may seek protective order(s) or other appropriate remedy to protect the secrecy of the Confidential Information and not to use the Confidential Information for any other purpose;
 - (b) use Confidential Information solely for the purpose of evaluating, negotiating, advising upon, financing, or, if selected as the preferred applicant, carrying out the IEOI;
 - (c) not use the Confidential Information to cause an undue gain or undue loss to itself or any other person and comply with the principles stipulated under section 29(2) of the Indian Insolvency and Bankruptcy Code, 2016 (as amended from time to time);
 - (d) not to solicit or attempt to solicit, in any manner whatsoever, any client or customer of the Disclosing Party(ies);
 - (e) not, directly or indirectly:
 - (i) induce for employment, employ or engage as a consultant or independent contractor any employee of the Disclosing Party(ies) to leave his or her employment and/ or terms of service with the

applicable Disclosing Party, or in any way interfere with the relationship between the Disclosing Party and any such employee thereof;

- (ii) induce or hire any person engaged by the Disclosing Party(ies), with whom the Receiving Party or any of its Representatives have been directly or indirectly introduced or otherwise had contact with in connection with the IEOI, so long as such persons are employed or engaged by the applicable Disclosing Party, or upon cessation of such employment or engagement with the applicable Disclosing Party, for a period of 6 (six) months after such cessation, unless otherwise agreed by the applicable Disclosing Party in writing;

Provided that the aforesaid conditions do not prevent the Receiving Party from offering employment: (A) pursuant to a general solicitation or advertisement not specifically directed towards employees of the Disclosing Party(ies), in the news media of general circulation; (B) through a recruitment agency or other similar entities who have not been specifically instructed by the Receiving Party to solicit such employees of the Disclosing Party(ies); or (C) to persons who approach the Receiving Party on their own volition, without any solicitation by the Receiving Party or its Representatives.

- 5. Further, the Receiving Party acknowledges and agrees that:
 - (a) the Confidential Information disclosed under this Undertaking is delivered **“as is”** and the Disclosing Parties do not make any representation or warranty as to the accuracy, timeliness or completeness of the Confidential Information or its suitability for any particular purpose. The Disclosing Party shall not have any liability to the Receiving Party or its Representatives relating to or resulting from the use of the Confidential Information or any omissions or errors therein;
 - (b) the opportunity to participate in the Process or grant of access to Confidential Information cannot be construed:
 - (i) to grant any rights over the Sale Shares or any of the Fixed Assets to the Receiving Party or any person; or
 - (ii) to be a commitment or agreement by the Disclosing Parties to undertake or consummate any or all the IEOI with the Receiving Party or any other party; or
 - (iii) to refrain the Disclosing Party from consummating the IEOI or any transaction pertaining thereto with any other party.
- 6. The Receiving Party acknowledges and confirms that:
 - (a) the Confidential Information is the property of the relevant Disclosing Party;
 - (b) in case of any actual or suspected loss, theft, unauthorized disclosure, use or access of Confidential Information in breach hereof or other non-compliance with this Undertaking, to notify the Disclosing Party in writing (including electronically) (along with relevant details), and shall provide all reasonable assistance to the Disclosing Party in connection with any proceedings which the Disclosing Party may institute to protect such Confidential Information;
 - (c) in the event the Disclosing Parties decide not to proceed with the IEOI either with the Receiving Party or at all, the Receiving Party shall promptly return (if requested by the Disclosing Party) or destroy (if no such request is made) all physical copies of Confidential Information (and delete or make inaccessible all electronic copies thereof). Provided, that the Receiving Party may retain Confidential Information that is required to be retained by: (i) law,

regulation, legal or judicial process or any governmental or regulatory authority or document retention policy; and /or (ii) tax, audit or compliance purposes with a prior intimation to the Disclosing Party.

7. The Receiving Party understands and agrees that monetary damages would not be sufficient remedy for any actual or threatened breach of this Undertaking by the Receiving Party or any of its Representatives and that, in addition to all other remedies available at law and/or in equity, the Disclosing Parties shall be entitled to seek equitable relief, including both preliminary and permanent injunctions and specific performance, as a remedy for any such actual or threatened breach of this Undertaking by the Receiving Party or any of its Representatives.
8. This Undertaking is governed by, and construed in accordance with, the laws of India and shall be subject to the exclusive jurisdiction of the courts of Rajasthan, India.
9. This Undertaking comes into effect upon execution and the obligations set forth herein shall remain irrevocable and binding upon the Receiving Party or its Representatives until the earlier of:
 - (a) The date on which the definitive agreement(s), if any, are executed in respect of the IEOI; or
 - (b) 12 (twelve) months from the date of execution of this Undertaking.

For and on behalf of [*Insert name of Applicant*]

Signature:

Name of Signatory:

Designation:

Contact No.:

E-mail ID:

Address:

ANNEXURE C – FORMAT OF PROFILE OF THE APPLICANT²

(Note: To be provided on the Letter Head of the Applicant and signed by the authorized representative of the Applicant with the company seal (if any)/ rubber stamp of the Applicant affixed.)

S. No.	Particular	Details
1.	Category	<i>Please tick below</i> Corporate / Company (___) Government Entity (___) Trust (___) Others: [<i>Please specify</i>] (___)
2.	Country/State of incorporation (if applicable).	
3.	Name of the Applicant	
4.	Registered Office	
5.	Details of the authorized representative of the Applicant who will serve as the point of contact/ communications on behalf of the Applicant; Name: Designation: Address: Hand phone: Telephone: Email:	
6.	PAN No. (if applicable) <i>(Please enclose a photocopy of PAN card of Applicant and Joint Holder)</i>	
7.	Corporate Identification Number, if any/Registration details	
8.	Year of establishment	
9.	Business Activities/Activities	
10.	List of current directors/partners/members	
11.	Net worth computed in accordance with Paragraph (1) of Section B (<i>Eligibility Criteria</i>) of the Invitation for EOI	
12.	Financial Criteria	
13.	[<i>Please add list of KYC documents</i>] (as Attachment 1 to this document) <ul style="list-style-type: none"> • Copy of Certificate of Incorporation issued by the Registrar of Companies or, if the Applicant is a foreign entity, other appropriate authority • Memorandum and Articles of Association (or the equivalent documents in another 	Yes / No Yes / No Yes / No

² Please retain only the option that is relevant.

jurisdiction, for instance, charter and bye-laws)/ trust deed/ or any other constitutional document as may be applicable

- Proof of registered office address/ address:

Signed for and on behalf of [*Name of Applicant*]

.....

[Signature and name of authorized signatory]

Designation:

Date:

Place:

[Note: Rubber stamp of the Applicant to be affixed]

ANNEXURE D – PART I: FORMAT OF THE BOARD RESOLUTION

[**Note:** The Applicant may not submit a Board Resolution if a power of attorney is submitted in the format prescribed in **Part II** of **Annexure D.**]

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

“RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 and the rules and regulations thereunder and the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby granted to the Company to submit the expression of interest (“**EOI**”) and participate in the process for empanelment as land aggregator/ facilitator for acquisition of private land on lease for development of 700 MW solar park in rajasthan pursuant to the advertisement issued in The Economic Times and Dainik Bhaskar, each dated December 22, 2023 and the Invitation for Expression of Interest dated December 22, 2023 (“**Invitation for EOI**”) issued by Saurya Urja Company of Rajasthan Limited (“**SUCRL**”) regarding the empanelment as land aggregator/ facilitator for acquisition of private land on lease for development of 700 MW solar park in rajasthan.

RESOLVED FURTHER THAT Mr./ Ms. [insert name and designation] and Mr./ Ms. [insert name and designation], be and are hereby jointly and/or severally authorized to act as our representatives for the purpose of the empanelment as land aggregator/ facilitator for acquisition of private land on lease for development of 700 MW solar park in rajasthan and to take all the steps required to be taken by the Company in relation to the IEOI including but not limited to: (i) submitting the EOI; (ii) providing clarifications in relation to the EOI, as may be required by SUCRL; (iii) undertaking due diligence in relation to the work, including legal, technical and financial, and for that purpose appointing suitable consultants; (iv) participating in the process related to the IEOI; (v) negotiating and executing, if selected as an eligible Applicant, any documents, declarations, letters, undertakings and agreements as may be required by SUCRL for the IEOI; and (v) undertaking any other actions incidental to the submission of the EOI and participation in the process relating to the empanelment as land aggregator/ facilitator for acquisition of private land on lease for development of 700 MW solar park in rajasthan.

RESOLVED FURTHER THAT Mr./ Ms. [insert name and designation] and Mr./ Ms. [insert name and designation], be and is hereby, jointly and severally, authorized to finalize and execute all such documents, declarations, letters, agreements and writings and take such action as may be necessary in relation to the IEOI. ”

Certified True Copy
For and on behalf of [insert name of Applicant]

Signature of Company Secretary/ Director of the Applicant and rubber stamp of the Applicant



Notes to Format:

1. *This certified true copy should be submitted on the letterhead of the company, signed by the company secretary/Director. Please note that authorized person through the resolution and the signatory to such resolutions should not be the same person.*
2. *The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.*
3. *In case the board resolution is being provided by a company incorporated in India, the board resolution needs to be notarized by a notified notary.*
4. *This format is prepared in terms of the requirements under Indian law..*

ANNEXURE D – PART II: FORMAT OF THE POWER OF ATTORNEY

[Note: To be on a non-judicial stamp paper of INR 100 or higher as per the applicable stamp duty at the place of execution by all Applicants. Further, the Applicant need not submit the power of attorney if it has submitted a Board Resolution in the format prescribed in **Part I of Annexure D.**]

POWER OF ATTORNEY

Know all men by these presents, I/ we [*insert name and address of the Applicant*] do hereby constitute, appoint and authorize Mr./ Ms. [*insert name, residential address and designation, if applicable*] as my/our true and lawful attorney, to do in my/our name and on our behalf, all such acts, deeds and things necessary and in connection with or incidental to the empanelment as land aggregator/ facilitator for acquisition of private land on lease for development of 700 MW solar park in rajasthan, in terms of the Invitation for Expression of Interest dated December 22, 2023 (“**Invitation for EOI**”), including but not limited to: (i) submitting the Expression of Interest (“**EOI**”) issued by Saurya Urja Company of Rajasthan Limited (“**SUCRL**”); (ii) providing clarifications in relation to the EOI as may be required by the SUCRL; (iii) participating in the Process related to the IEEOI; (iv) negotiating and executing, if selected as an eligible Applicant, any documents, declarations, letters, undertakings and agreements as may be required by the SUCRL for the IEEOI.

(Capitalized terms used but not defined herein shall have the meaning given to them in the Invitation for EOI.)

I/ we declare that any and all acts, deeds, matters and things which may be done, executed and/or performed by my/ our attorney pursuant to this Power of Attorney shall be good, valid and effectual as if the same has been done, executed and/or performed and shall be binding on me/ us.

I/ we do hereby ratify and confirm all acts, deeds and things done by my/ our attorney pursuant to this Power of Attorney.

Signed by the within named

.....[*insert the name of the executant entity*]

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution
Common seal of has been affixed in my/our presence pursuant to Board of
Director's Resolution dated.....

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Notes to Format:

- 1. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law. The Power of Attorney should be in compliance with the charter documents of the Applicant and should be under the common seal, if any, of the Applicant, affixed in accordance with the applicable procedures. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.*
- 2. Additionally, where required, the Applicant should submit for verification extracts of charter documents and documents in favour of the person executing the power of attorney.*

ANNEXURE E – CERTIFICATE FROM CHARTERED ACCOUNTANT / STATUTORY AUDITOR IN RESPECT OF FINANCIAL CRITERIA

[(To be provided on the letterhead of statutory auditor or independent chartered accountant.)]

[This is to certify that the Net Worth of *[(insert name of the entity whose credentials are being used)]*, a company / body corporate incorporated under the laws of [•] as on [•] *(insert date)* is INR [•] Only and the **average of best three financial years out of last five financial years**, as on date of Advertisement of EOI in newspapers dtd *(insert date)* is INR [•] Only.

It is further certified that the computation of Liquid Assets, *Net Worth and Turnover as mentioned below* are based on my/ our scrutiny of the books of accounts, records and documents, is true and correct to the best of my / our knowledge and as per information provided to my / our satisfaction.

<i>Average of best three financial years out of last five financial years</i>	Rs. ____ Lakhs
<i>Net Worth as on March 31, 2023</i>	Rs. ____ Lakhs
<i>Liquid Assets as on March 31, 2023</i>	Rs. ____ Lakhs

For and on behalf of [•]

[Name of the independent chartered accountant / statutory auditor]

(Authorised Signatory of independent chartered accountant / statutory auditor)

Name of the Person: [•]

Designation: [•]

Membership Number

Date: [•]

(Affix Rubber Stamp)

ANNEXURE F – CERTIFICATE FROM CHARTERED ACCOUNTANT / STATUTORY AUDITOR IN RESPECT OF TECHNICAL CAPACITY & EXPERIENCE

[(To be provided on the letterhead of statutory auditor or independent chartered accountant.)]

On examination and verification of relevant documents and records provided by [●] (*insert name of the Applicant*), [a company incorporated / a body corporate incorporated]** under the laws of [●], we certify that [●] has handled development / commissioning of following projects:

Sl No	Eligibility Clause	Project Description	Land Acquired	Upfront charge basis or lease rent basis (Also mention for how many years)	Date of Commission of project/park	Value (In INR)	Location	Capacity	Project handled individually or jointly	If jointly, then details of the third party	Relationship of third party with the Applicant
1											
2											

It is further certified that the above information is true and correct to the best of my / our knowledge and as per information provided to my / our satisfaction.

For and on behalf of [●]

[Name of the independent chartered accountant / statutory auditor]

(Authorised Signatory of independent chartered accountant / statutory auditor)

Name of the Person: [●]

Designation: [●]

Membership Number

Date: [●]

(Affix Rubber Stamp)

** Strike out whatever is not applicable.

ANNEXURE G – FORMAT OF UNDERTAKING OF ELIGIBILITY TO PARTICIPATE

(To be provided by Applicant and certified by Company Secretary on Applicant's letterhead)

To
The Chief Executive Officer (CEO),
Saurya Urja Company of Rajasthan Limited
R7-A, 3rd Floor,
Crystal Palm Mall, Plot No. 2,
Sahkar Circle, Sardar Patel Marg,
Jaipur - 302001,
Rajasthan

This is in relation to the Expression of Interest dated [insert date] submitted by us in relation to our participation in the competitive bidding process for the IEOI issued by Saurya Urja Company of Rajasthan Limited (SUCRL) regarding the empanelment as land aggregator/ facilitator for acquisition of private land on lease for development of 700 MW solar park in Rajasthan.

In this context, I, [●] (*insert name of the director of the company*), director of [●]/ , [a company incorporated / body corporate incorporated] in [●] as per the laws of [●] ("**Applicant**"), hereby represent, confirm and undertake on behalf of the Applicant that:

1. It is duly incorporated and validly existing under the laws of [●].
2. It has full power, authority and legal right to carry out its business.
3. It is eligible to participate in the IEOI in terms of Clause [●] (*specific reference to the said provision may be drawn*) of its Memorandum and Articles of Association/[●] (*insert name of relevant constitutional document as may be applicable*).
4. Nothing in the Memorandum and Articles of Association/[●] (*insert name of relevant constitutional document as may be applicable*) of the Company prohibits it to participate in the IEOI.
5. It does not have the same Ultimate Beneficial Owner(s) with any other Applicant participating in the IEOI.
6. It has not been blacklisted by the central or any state government ministry/ agency for bidding in any central or state government projects/ contract in India and in its jurisdiction of incorporation and operations.
7. It is not ineligible under the provisions of Section 29A of the Insolvency & Bankruptcy Code, 2016 to participate in the SUCRL Bid Process.
8. It is not subjected to any winding up/insolvency proceedings or other proceedings of a similar nature.
9. It is eligible for consummating the work under the laws of India (subject to such party obtaining all required statutory/ regulatory approvals from the Government of India/ Reserve Bank of India or other authorities, by itself).
10. It has not been debarred or restrained by any regulatory authority from making investments.
11. All documents submitted as a part of EOI have been executed as per applicable laws and procedures and specifications in the Invitation for EOI.
12. All the facts and documents submitted as a part of the EOI are true and accurate.

All the capitalized terms used but not defined shall have the meaning as assigned to it under the Invitation for EOI

Yours sincerely,

For and on behalf of: [●]
(Name of the Applicant)

Signature:
(Applicant / Company Secretary of the Applicant)

Name of the Person: [●]
Designation: [●]
Place: [●]
Date: [●]