

**Request for Selection (RfS) Document
for
Selection of Solar & BESS Power Developers for
Setting up of 17 MW InSTS Connected Solar PV
Power Projects with 12.5 MW/50 MWh Battery Energy
Storage Systems (BESS) on Vacant Railway Land at
Dahod in Gujarat, India under Tariff-Based
Competitive Bidding**

Tender Search Code on ISN-ETS: REMCL-2026-TN000001

RfS No. REMCL/CO/BESS/2026-27/Dahod dtd. 13.07.2026



***REMC Limited
(A Joint Venture of Ministry of Railways & RITES Ltd.)
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DISCLAIMER

- I. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of REMCL immediately. If no intimation is received from any bidder within **20 (Twenty) days from the date of issuance of RfS documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
- II. REMCL Limited (REMCL) reserves the right to modify, amend or supplement this document.
- III. This RfS document has been prepared in good faith, and on best endeavour basis. Neither REMCL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
- IV. In case of any discrepancy in the documents uploaded on the websites of REMCL, ISN-ETS, the documents uploaded on the ISN-ETS website will prevail.

Place: New Delhi

Date: 13.07.2026

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	1. “Selection of Solar & BESS Power Developers for Setting up of 17 MW- InSTS connected Solar PV Power Projects with 12.5 MW/50 MWh Battery Energy Storage Systems (BESS) on vacant Railway Land at Dahod in Gujarat, India under Tariff-based Competitive Bidding”. Bidding: The Project will be set up under “BOO/RESCO” model. 2. Connectivity shall be in the scope of the Project Developer.
(B)	RfS NO. & DATE	REMCL/CO/BESS/2026-27/Dahod dtd 13.07.2026
(C)	TYPE OF BIDDING SYSTEM	SINGLE STAGE TWO ENVELOPE
(D)	TYPE OF RfS/ TENDER	E-TENDER
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Document
(F)	DOCUMENT FEE/ COST OF RfS DOCUMENT (NON- REFUNDABLE)	Amount: INR 50,000/- (Indian Rupees Fifty Thousand Only) + GST to be submitted through NEFT/ RTGS transfer in the account of REMC Ltd., (Axis Bank A/c no.913020000871191, IFSC Code- UTIB0000131, Branch- DLF, GURGAON), or in the form of DD/ Pay Order along with the response to RfS in favour of “ REMC Ltd.”, payable at Gurugram (Haryana)
(G)	BID PROCESSING FEE	Rs. 3,40,000/- + GST for the response to RfS to be submitted either through NEFT/RTGS transfer in the account of REMC Ltd. (Axis Bank A/c no. 913020000871191, IFSC Code- UTIB0000131, Branch- DLF, GURGAON), or in the form of DD/Pay Order along with the response to RfS in favour of “REMC Ltd.”, payable at Gurugram (Haryana).

(H)	EARNEST MONEY DEPOSIT (EMD)	Amount: Rs. 16,24,000/- per MW (Indian Rupees Sixteen Lakh and Twenty Four Thousand only) to be submitted in the form of Bank Guarantee/Insurance Surety Bond along with the response to RfS.
(I)	PERFORMANCE BANK GUARANTEE	APPLICABLE
(J)	DATE, TIME & VENUE OF PRE-BID MEETING	Scheduled as per NIT on ISN-ETS portal.
(K)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	As per NIT on ISN-ETS portal
(L)	TECHNO-COMMERCIAL BID OPENING	As per NIT on ISN-ETS portal
(M)	e-REVERSE AUCTION (e-RA)	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.
(N)	CONTACT DETAILS OF ISN-ETS PORTAL	M/s Electronic Tender.com (India) Pvt. Ltd. Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com
(O)	NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RfS)	Chief Executive Officer (CEO) REMCL Limited 8 th Floor, PNB Building, Bhikaji Cama Place, New Delhi - 110 066 Email: remcl@rites.com
(P)	DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY	1) Sh. Abhishek General Manager-III Contact No.: 011-69203019 Email : abhishek@rites.com 2) Sh. Deepak Kumar Singh Sr. Manager Contact No.: 011-69203015 Email: deepakk.singh16@rites.com

	ASSISTANCE REQUIRED	
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SCHEDULE OF BIDDING PROCESS

REMC Ltd. shall endeavor to adhere to the following schedule to conduct the Bid Process:

SN	EVENT	(DATE AND TIME)
1.	ISSUE OF NIT	D
2.	LAST DATE OF RECEIVING QUERIES	D+10
3.	DATE OF PRE-BID MEETING	D+15
4.	COORDINATED SITE VISIT	D+22
5.	TENTATIVE DATE OF RESPONSE BY REMC LTD. TO QUERIES	D+25
6.	LAST DATE OF SALE OF BID DOCUMENT	D+32
7.	BID-SUBMISSION DEADLINE (ONLINE)	D+36 AT 14:00 HRS
8.	BID-SUBMISSION DEADLINE (OFFLINE)	D+38 AT 14:00 HRS
9.	TECHNICAL BID OPENING DATE AND TIME	D+38 AT 14:30 HRS
10.	EVALUATION OF TECHNICAL BIDS	TO BE INTIMATED LATER
11.	FINANCIAL BID OPENING DATE AND TIME	
12.	E-REVERSE AUCTION	
13.	EVALUATION OF FINANCIAL BIDS	
14.	ISSUANCE OF LETTER OF AWARD (LOA)	
15.	SIGNING OF PPA	
16.	VALIDITY OF BID	180 DAYS FROM BID DUE DATE (i.e. from Offline Bid submission date)

1. Bids must be submitted strictly in accordance with Section-2 and 3 of the RfS, depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet.
2. Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
3. Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its amendment(s) and clarifications if any, from ISN-ETS Portal (<https://www.bharat-electronictender.com>) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
4. Clarification(s)/ Corrigendum(s), if any, shall also be available on the above referred websites.
5. **Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites <https://www.bharat-electronictender.com> and www.remcld.com. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or**

individually. Intimation regarding notification on the above and the details will be available only from <https://www.bharat-electronictender.com>.

SECTION 1

INTRODUCTION & INVITATION FOR BIDS

SECTION 1

INTRODUCTION & INVITATION FOR BIDS

1 Background & Introduction

- 1.1 REMCL Limited (REMCL) is a Joint Venture (JV) of company of Ministry of Railway (49%) and RITES Ltd. (51%), here in after referred to as “REMC Ltd” or “REMCL”, having its registered office at Plot No.7, 8th floor PNB Building, Bhikaji Cama Place. New Delhi-110066.
- 1.2 Indian Railways is a Renewable Energy Implementing Agency (REIA) as per Para 2.1 (ii) of CERC (Connectivity and General Network Access to the Inter-State Transmission System) (Second Amendment), Regulations 2024. Ministry of Railways has designated REMC Ltd as Nodal Agency of Indian Railways for implementation of Renewable Energy Projects.
- 1.3 Ministry of Power (MoP) has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems” vide Gazette Resolution dated 09.06.2023. This RfS document has been prepared based on the above Guidelines, including subsequent amendments and clarifications, issued until the last date of bid submission of this RfS. Any subsequent amendments and clarifications issued thereto until the bid submission deadline for this RfS shall be applicable.
- 1.4 As part of the above Guidelines, REMCL hereby invites proposals for setting up of InSTS - connected Solar PV Power projects with Battery Energy Storage Systems (BESS) at vacant Railway Land at Dahod district in the state of Gujarat for meeting Indian Railways Traction power requirements on Build Own Operate (BOO) basis for an aggregate capacity of 17 MW Solar Plant along with BESS capacity of 12.5 MW/50 MWh. Indian Railways (IR) through its Zonal Railways (ZR) or Division of Zonal Railways (Buying Entity) shall enter into a Power Purchase Agreement (PPA) with the successful Bidders selected based on this RfS for purchase of Solar & BESS Power for a period of 25 years based on the terms, conditions and provisions of the RfS and PPA. The standard PPA document is available for download from the ISN-ETS portal <https://www.bharat-electronictender.com>.
- 1.5 Power procured by Buying Entity from the above Projects has been provisioned to be utilized in the state of Gujarat or any other Zonal Railways (Open Access States for IR). The finer details of Buying Entities shall be intimated later. Project Land has been identified and same shall be provided by Zonal Railways/Division Railway on lease to selected project developer under “Land Use Permission Agreement (LUPA)” basis. REMCL as a Nodal agency of Indian Railways shall facilitate the bidding process till selection of developer, signing of PPA between Zonal Railways and successful bidder.
- 1.6 The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects. The same will not have any bearing on comparison of bids for selection. As

equal opportunity is being provided to all Bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on REMCL/Buying Entity for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. REMCL/ Buying Entity does not however, give a representation on the availability of fiscal incentive and submission of bid by the Bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.

- 1.7 No separate Central Financial Assistance is envisaged for implementation of the Projects selected under this RfS.
- 1.8 Buying Entity shall enter into PPA with successful SPD for a period of 25 years as per the provisions of PPA.

It is clarified that any change in the rates of any Taxes after the last day of submission of the bid, including any duties and cess or introduction of any new tax made applicable for setting up the project and supply of power from Project by the SPD which have a direct effect on the Project, shall only be considered as change in law. However, Change in Law shall not include (i) any change in taxes on corporate income; or (ii) any change in any withholding tax on income or dividends.

- 1.9 If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of one year after SCSD), Buying entity will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA.

2 Invitation for Bids

- 2.1 A Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfS. The respective rights of REMCL/ Buying Entity and the Bidder/SPD shall be governed by the RfS Documents/Agreement signed between REMCL/ Buying Entity and the SPD for the Project.
- 2.2 Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> (“ETS portal”) through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.

They may obtain further information regarding this IFB from the registered office of REMCL at the address given on the Bid Information Sheet from 10:00 hours to 17:00 hours on all working days.

For proper uploading of the bids on the ETS portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and

provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited (ETI) directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. REMCL in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

- 2.3 Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), and as indicated in the Bid Information Sheet.

Bidder shall submit bid proposal along with non-refundable RfS Document Fees, Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed Document Fees, Bid Processing Fees and EMD will be rejected. In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.

- 2.4 RfS documents can be downloaded from the ISN-ETS Portal. It is mandatory to download official copy of the RfS Document from Electronic Tender System (ISN-ETS) Portal (<https://www.bharat-electronictender.com>) to participate in the RfS. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS website.
- 2.5 REMCL reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
- 2.6 REMCL has issued this RfS in the capacity of “Nodal Agency of Indian Railways.
- 2.7 The detailed Qualifying Requirements (QR) are given in Section 4 of RfS.
- 2.8 REMCL shall conduct e-Reverse Auction (e-RA), as per provisions of RfS documents.
- 2.9 Bidders are allowed to form Consortia under the RfS.

2.10 INTERPRETATIONS

- Words comprising the singular shall include the plural & vice versa.
- An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

SECTION 2

**SPECIAL CONDITIONS
OF
CONTRACT**

SECTION 2
SPECIAL CONDITIONS OF CONTRACT

3 Scope of Work

- 3.1 Under this RfS, the Solar Power Developer (SPD) shall be required to set up InSTS connected Solar PV Power Projects with Battery Energy Storage System (BESS), including the transmission network up to the Interconnection/ Delivery Point with the primary objective of supplying Solar Power to IR, at its own cost and as per the provisions of the RfS and PPA.
- 3.2 Project land i.e vacant railway Land at Dahod district in the state of Gujrat for implementation of solar project along with BESS shall be provided by Buying Entity to selected Project Developer on as-is where-is basis under “Land Use Permission Agreement (LUPA)” basis.
- 3.3 Installation and ownership of the Project, along with obtaining connectivity and necessary approvals and interconnection with the STU network or InSTS network (as applicable) for supply of power to IR will be under the scope of the SPD. For the purpose of InSTS interconnection, SPD have to lay transmission line from project location to nearest STU substation. As per information available presently with REMCL, nearest 132/33 KV Substation of GETCO (STU) is approx. 3 Kms, this may be verified by SPD from the project site. SPD has to arrange Land / Right of Way (ROW) and associated approvals for laying transmission line for power evacuation from proposed Solar/BESS project to InSTS network.
- 3.4 The Projects to be selected under this scheme provide for deployment of Solar Photovoltaic Technology, along with Battery Energy Storage System. However, the selection of Projects would be technology agnostic. It is clarified that BESS charged using a source other than solar power would not qualify as solar power.
- 3.5 The BESS technology can be changed by the SPD at any time during the Term of the PPA. Any change in the BESS component during the term of the PPA shall be at the risk and cost of SPD and under intimation to REMCL/Buying Entity.

4 Total capacity offered

- 4.1 Selection of Solar PV Projects for a total capacity of 17 MW along with BESS capacity of 12.5 MW/50 MWh will be carried out through e-bidding followed by e-Reverse Auction process.

5 Maximum Eligibility for Contracted Capacity Allocation for a Bidder

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

- 5.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a full quantum of Contracted Capacity of **17 MW**, in the prescribed formats.
- 5.2 The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to **17 MW**.

- 5.3 The evaluation of bids shall be carried out as described in Section-5 of the RfS. The methodology for Allocation of Projects is elaborated in Section-5 of the RfS.
- 5.4 Subject to the exception as per Clause 5.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

6 Project Location

- 6.1 The proposed project is to be installed on vacant Railway Land at district Dahod under the jurisdiction of Western Railways in the State of Gujarat. Land shall be provided on as-is where-is basis and selected developer has to prepare the land for project development. Developer shall be responsible for tree/ bushes/shrubs cutting by arranging relevant permissions. Alternatively, SPD may avoid tree cutting by efficiently utilizing available land so as to install desired project capacity by technical innovation & design optimization. The available Project Land shall be provided by Zonal Railway to selected project developer on “Land Use Permission Agreement (LUPA)” basis. SPD to provide total lump sum Land Administrative Charges for 27 years of Rs. 50.67 Lakhs including GST before signing of this Agreement as per Clause 2.5 of LUPA. The detail of the project Location is at Annexure-K. The standard Format for LUPA is enclosed alongwith tender document.
- 6.2 The term “Project” shall have the meaning as defined in Section-6 of the RfS, and shall refer to the Project capacity as quoted by the Bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA). The BESS component must be owned by the SPD and the same will be constitute as part of the Project under this RfS.
- 6.3 The above land area will be handed over to SPD within 60 days from Effective date of PPA. In case of any delay in handing over of the identified land to the SPD, the financial closure & commissioning milestone will be suitably extended.

7 *Connectivity with the Grid*

- 7.1 The Project should be designed for interconnection with the STU in accordance with the prevailing SERC/CERC regulations in this regard. In case the Buying Entity is located in the same State where the Project is located, the SPD may choose to interconnect the Project at the STU/InSTS substation at a minimum voltage level as per the applicable State regulations. The relevant provisions of the RfS and PPA documents referring to Substations as the Delivery Point shall mean STU substations, wherever applicable. Similarly, reference to CEA regulations with respect to connectivity and synchronization with the grid will also mean reference to the applicable SERC/State Government regulations for InSTS-connected Projects. For interconnection with the grid and metering, the SPD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA).
- 7.2 The responsibility of getting the Grid connectivity shall entirely be of the SPD and shall be at the cost of the SPD, in line with applicable regulations. With such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability

of power injection/evacuation capacity at an STU substation. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the SPD at its own cost. In case an SPD is required to use InSTS to bring Solar Power at ISTS point, it may do so as per rule and regulations prescribed by the respective SERC in this regard. The maintenance of transmission system up to the Interconnection Point shall be responsibility of the SPD, to be undertaken entirely at its cost and expense.

- 7.3 The arrangement of connectivity can be made by the SPD through a transmission line up to the Interconnection Point. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, Operating charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the SPD.
- 7.4 The SPD shall be required to follow the Detailed Procedure as issued by CERC/CTU under the General Network Access under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022. Solar PV & BESS Project shall comply with all the technical requirements specified under Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, including subsequent amendment and clarifications issued thereto, as well as other Rules/Regulations issued by CERC/CEA and as amended from time to time. It is further clarified that the Entities (SPD and Buying Entity) as indicated in the procedure issued under the above Rules/Regulations, will be responsible for their respective obligation as notified in the procedure, irrespective of the provisions of the RfS and PPA. The Projects shall also comply with the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, including subsequent amendments and clarifications issued thereto.
- 7.5 The Bidders are free to choose the STU substations for Interconnection of the Project to the Grid. 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 in the state of Gujarat:
- i. Existing substations having available margin as indicated by the respective substation owner.
 - ii. Existing substations/ substations under construction where augmentation is under process or plans for augmentation have been announced.
 - iii. [Void]
 - iv. Substations identified for RE capacity under para 3, 4, 5, and 9 of 'Transmission System for Integration of over 500 GW RE Capacity by 2030' published by CEA on its website, https://cea.nic.in/wp-content/uploads/pspa_i/2022/12/CEA_Tx_Plan_for_500GW_Non_fossil_capacity_by_2030.pdf, including subsequent revision therein from time-to-time.

Bids indicating substations outside the above choices will be liable for rejection. The substation being chosen in, should have a scheduled commissioning date on or before 30th June, 2028. The Bidder is required to provide the proof in this regard at

the time of bid submission, as part of Format-7.1 of the RfS.

- 7.6 Metering arrangement of the Project shall have to be adhered to in line with relevant clause of the PPA as per SERC/CERC regulations.
- 7.7 The SPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity. The scheduling of power from the Project as per the applicable regulation shall be the responsibility of the SPD and any financial implication on account thereof shall be borne by the SPD. In order to remove potential discrepancies and ambiguities, the SPDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their schedules and subsequent revisions, by themselves, at the interfaces of SLDC/RLDCs concerned for the corridor of power flow, including the SLDC/RLDC of the Buying Entity/Discom, as per the Regulations in force, under intimation to REMCL. REMCL may facilitate in identification of any discrepancy and assist the SPD for its early rectification without any liability on REMCL. The SPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.
- 7.8 Reactive power charges and charges against power drawn from grid as per CERC/SERC regulations, shall be payable by SPD as per provisions of PPA. Metering arrangement for the Project shall have to be adhered to in line with relevant provisions of the PPA.
- 7.9 All charges and losses related to discharging the BESS component up to Delivery Point shall be borne by the SPD and the Buying Entity shall bear the applicable charges and losses during discharge of the BESS component beyond the Delivery Point.
- 7.10 Pursuant to Clause 7.4 above, the Buying Entity will be responsible for obtaining General Network Access (GNA), and shall bear all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawl point.
- 7.11 The SPDs will be required to apply for connectivity at the identified substation, as mentioned in the Covering Letter (Format 7.1), within 30 days from the Effective Date of PPA, and shall furnish copies of the application, complete in all respect, to Buying Entity within 15 days of date of filing of application. SPD shall also have to provide the copy of in- principle grant of connectivity, final grant of connectivity, connectivity agreement within 15 days of issuance of letter by STU / signing of connectivity agreement, as the case may be, to Buying Entity.
- 7.12 The SPD has to follow the timelines mentioned in the SERC regulation with respect to connectivity. In case the connectivity gets revoked due to non-compliance of SPD, in such case the capacity may not be off-taken and SPD will keep REMCL/Buying Entity indemnified from any losses; further, the SPD shall be liable for any penalty for non-performance as specified in the RfS/PPA.

After fulfilling the compliances, in case the SPD fails to obtain the full/ part connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the SPD to Buying Entity. In such case the SPD will be allowed for another 30 days to apply for connectivity from the date of rejection by the STU.

8 Energy Supply by the Solar Power Developer

8.1 Criteria for Energy Supply

For supply of power in hours other than Peak Hours, the Bidders will declare the annual CUF of the Project at the time of submission of response to RfS, and the SPDs will be allowed to revise the same once within first year after the commencement of power supply from the full Project Capacity. The revised CUF shall be greater than the CUF initially quoted by the Bidder. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared/revised annual CUF shall in no case be less than 21%. The SPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from SCSD, subject to the annual CUF remaining minimum of 15%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. However, the shortfall in power supply will not be applicable in events of Force Majeure identified under the PPA with Buying Entity, affecting supply of power by the SPD.

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

The Solar power (including BESS component charged with solar power) bought under this RfS shall be eligible for RPO/RCO compliance. The BESS capacity used in the Project shall be utilized by the Buying Entity to fulfill the respective Energy Storage Obligations (ESO) as per the Government of India's orders and notifications.

Assured Peak Power Supply:

The Buying Entity must inform the SPD daily which four hours between 18:00 and 24:00 they want to draw energy from the BESS. The chosen four hours must include 4 at least for 1 (one) continuous hour of energy discharge. The SPD is mandated to deliver 29412 kWh ($50 \text{ MWh}/17 \text{ MW} = 2.9412 \text{ MWh}$) of energy per MW rated capacity of the project in AC terms, during Peak Hours.

It is clarified that the Buying Entity is mandated to off-take the stored energy on a daily basis, and may choose to schedule peak power supply as per its requirement. It is further clarified that the Buying Entities are mandated to off-take energy during Peak Hours @2.9412 MWh for every 1 MW Contracted Capacity from the Project. The discharge of energy during Peak Hours shall be governed by the demand pattern of the corresponding Buying Entity, as per the Buying Entity's schedule. In case of non-receipt of peak hours schedule from the Buying Entity by 6:00 AM in the morning on a particular day, SPD shall supply the peak power as per its own discretion during the Peak Hours of the buying entity for that day.

Any shortfall in supply of Peak Power below the requirement of Buying Entity as per this clause, shall attract separate penalties and the same shall be dealt as per the PPA.

The SPD shall offer power such that 100% of the annual energy offered corresponds to

Solar power. The SPD can, however, source up to 5% RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements, towards meeting the supply conditions stipulated in the RfS/PPA.

In order to allow optimization of operation of BESS component, the SPD is allowed to use the BESS component for any other application (including market operations such as third party sale or sale in power exchange) within the availability of connectivity. It may be noted that at any instance of energy supply from the Project, the priority shall be accorded by SPD to meet the capacity requirements as per PPA, before selling any quantum in the open market. Any instance of third-party sale of power from the Project by the SPD, while the supply commitments under the PPA remains unfulfilled, shall constitute a breach of SPD's obligations under the PPA and render the SPD liable for penalty @1.5 times of extant market rate/kWh (reference rate being the highest of the applicable rates in the DAM/G-DAM/RTM of all the Power Exchanges operating in India on that day) for the quantum of such sale. This penalty will be levied over and above the penalty for shortfall in meeting the CUF requirement during hours other than Peak Hours and supply of energy during Peak Hours.

8.2 Shortfall in Energy Supply

For supply of power in hours other than Peak Hours, if for any Contract Year, it is found that the SPD has not been able to supply minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPD, on account of reasons primarily attributable to the SPD, such shortfall shall be dealt as per the applicable provisions of the PPA.

Further, shortfall in supply of power during the Peak Hours shall be dealt separately, on a monthly & yearly basis, and the same shall also be dealt as per the applicable provisions of PPA.

9 Commencement of Power Supply

The SPD shall commission the Project in line with provisions of the State Electricity Regulatory Commission/Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time. In line with this regulation, the SPD proposing the Project, or its part, for commissioning, shall give to the Buying Entity, a preliminary notice not later than 60 days prior and advance notice not later than 30 days prior to the proposed commissioning date. Further, the SPD shall also give a notice of a period not less than seven (7) days, for trial run or repeat of trial run, to the concerned RLDC/SLDC and Buying Entity(ies). However, in case the repeat trial run is to take place within 48 hours of the failed trial run, fresh notice shall not be required.

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

- i. Intimation regarding the timeline for commencement of supply of power from the Project.
- ii. Copy of CON-4 report/ equivalent report submitted to STU.

- iii. Installation report duly signed by the authorized signatory as per Annexure-C of the RfS. The SPD is advised to take due care in furnishing such Installation Report.
CEI/CEIG (as applicable) report containing approval for all the components, including Solar PV modules, B ESS component(s), inverters, transformers, transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the SPD to obtain the certificate.
- iv. Approval of Metering arrangement/scheme from STU/CTU/GRID-INDIA/ any other concerned authority as applicable.
- v. Plant Layout, Plant (AC & DC) SLD.
- vi. Affidavit certifying that the SPD has obtained all the necessary approvals for commencement of power supply from the Project, and indemnifying Buying entity against any discrepancies in the above details.
- vii. Affidavit from the SPD certifying possession of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying Buying Entity against any discrepancies in the above details.
- viii. Documents to establish the compliance of technical requirement as per PPA/RfS.
- ix. Invoices against purchase of the Solar PV modules, BESS component(s), Inverters/PCUs, WMS, SCADA and DC cables along with the summary sheet containing the list of all the invoices, including details and number of items. Lorry Receipts for delivery of Project components at site along with certified summary sheet by the authorized signatory.
- x. In addition to the above, the SPD shall provide KML files for the Solar PV component (specifying each block), ALMM certificates, insurance documents of Project, online monitoring facility as per the RfS.
- xi. Connectivity documents, SPD will be allowed to start the commencement of Power prior to start of connectivity at its own risk and cost, subject to availability of margin for power evacuation in the STU System and permission of SLDC/CTUIL/RLDC.
- xii. Certificate of compliance of Financial Closure milestone.

In case the SPD fails to submit the above-mentioned documents 15 days prior to the proposed date of trial run to Buying Entity, then NOC towards sale of infirm power will not be issued to the SPD. In this case, if it is found that the infirm power is being scheduled to any third party/ power exchange without obtaining NOC from Buying Entity, SPD will be liable to pay compensation to Buying Entity for the amount corresponding to Applicable Tariff as per PPA, only if the tariff is higher than the Applicable Tariff as per PPA. Such compensation will be passed on to the Buying Entity.

It is clarified that Buying Entity shall bear no responsibility in declaration of

commissioning/COD of the Project. However, on the basis of above documents, the SPD shall be required to obtain No-objection certificate (NOC)/ PPA Compliance Certificate from Buying Entity prior to declaration of commissioning/COD of the Project.

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

The date of onset of commercial offtake of power by Buying Entity shall be determined as the date of commencement of power supply under the RfS/PPA.

The SPD shall be required to obtain NOC from Buying Entity prior to sale of infirm power to any third party prior to declaration of COD. However, in case the Buying Entity is ready to offtake that infirm power as per regulations prior to declaration of COD then such infirm power shall be scheduled to the Buying Entity in line with Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023. In case the infirm power is off-taken by Buying Entity, then such power shall be purchased at the Applicable Tariff (as per Article 9.1 of PPA). In case Buying Entity does not consent to purchase such infirm power, the right of refusal shall then vest with Buying Entity.

9.1 Part Commencement of Supply of Power :

Not allowed

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

- a. The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project capacity shall be the date as on 18 months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 01.11.2025, then SCSD shall be 30.04.2027).
- b. The maximum time period allowed for commencement of supply of power supply from the full Project capacity with applicable penalty, shall be limited to the date as on 6 months from the SCSD or the extended SCSD (if applicable).

In case of delay in commencement of supply of power beyond the SCSD/ extended SCSD until the date as per Clause 9.2.b above, as part of the penalty, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the Contracted Capacity that has not commenced supply of power. For example, in case of a Project of 100 MW capacity, if commencement of power supply from 50 MW capacity is delayed by 18 days beyond the SCSD/ extended SCSD, then the penalty shall be calculated as: $\text{PBG amount} \times (50/100) \times (18/180)$. For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days.

- c. For delay in commencement of power supply beyond the date as per Clause 9.2.b above, the Contracted Capacity shall stand reduced to the Project Capacity that has

commenced supply of power until the date as per Clause 9.2.b. above, and PPA for the balance Contracted Capacity will stand terminated. Also, the PBG corresponding to the capacity which has not started commencement of power until the date as per Clause 9.2.b above, shall be encashed on pro-rata basis.

10 Delay in Commencement of power supply on Account of Delay in readiness of InSTS evacuation infrastructure/Start Date of Connectivity

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

- i. The SPD has complied with the complete application formalities as per Clause 7.7 above and as per the Detailed Procedure as issued by the STU,
- ii. The SPD has adhered to the applicable regulations/procedures in this regard as notified by the SERC/CERC/CEA, and
- iii. The delay in Start Date of connectivity/NOC by the STU and/or delay in readiness of the InSTS/STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the InSTS network, is a factor attributable to the STU/transmission licensee and is beyond the control of the SPD;

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

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

Further, in case of delay in commencement of power supply from the Project on account of reasons solely attributable to the SPD, resulting in any liquidated damages/penalty levied on the Buying Entity including Transmission charges under the GNA Regulations and/or applicable regulation as notified by SERC/CERC, such damages/penalty shall be passed on to the SPD.

11 Early Commencement of Supply of Power

The SPD shall be permitted for commencement of supply of power from full capacity of the Project even prior to the SCSD, subject to availability of transmission connectivity and NOC/General Network Access (GNA). Early commencement of power supply from the Project will be allowed solely at the risk and cost of the SPD. In cases of early commencement of supply of power, the SPD shall give fifteen (15) days advance notice to Buying Entity regarding the advance commissioning of full or part capacity.

Buying Entity shall give acceptance for availing such power within 15 days from the date of service of such notice. In case, the Buying Entity do not give their acceptance to purchase power within the above stipulated period, the SPD can sell the power to the extent not accepted by the Buying Entity in the power exchanges or through bilateral arrangements until SCSD or the date of commencement of procurement of power from the Project as notified by Buying Entity, whichever is earlier.

Provided that in case the Buying Entity give their acceptance to purchase of power, the Buying Entity will be accorded priority in availing such power.

In case Buying Entity agrees to purchase power from such early full Contracted Capacity prior to SCSD, such power will be purchased by the Buying Entity at the PPA tariff and other terms and conditions of power procurement may be in reference of the PPA.

- 11.1 In case solar PV component is ready for injection of power into the grid, but the corresponding BESS component(s) is unable to commence supply of power, the SPD will be allowed to commence power supply from solar PV component which is ready, outside the ambit of PPA, with first right of refusal for such power being vested with the Buying Entity. In case Buying Entity decides to buy such discrete component's power outside the PPA, such power shall be purchased @ 50% of the PPA Tariff. Following should be noted under this scenario:

In case the Buying Entity procures such power, the above scenario does not qualify under the provisions of Early Commencement of power supply under the RfS and PPA. This is a special scenario wherein in case Solar PV project component(s) is ready, the power supply from such component is not wasted. The above scenario will be applicable until the SPD is ready to commence power supply as per the provisions of Clauses 9 and 11 of the RfS.

SECTION 3
STANDARD CONDITIONS
OF
CONTRACT

SECTION 3

STANDARD CONDITIONS OF CONTRACT

12 Obtaining RfS Documents

Interested bidders shall have to download the official copy of RfS & other documents after login into the ISN-ETS portal by using the Login ID & Password provided by ISN-ETS during registration (Refer Annexure - A). The bidder shall be eligible to submit/upload the bid documents only after logging into the ISN-ETS portal and downloading the official copy of RfS.

13 Cost of Documents & Bid Processing Fees

Prospective Bidders are required to submit their Project proposals in response to this RfS document along with a non-refundable Cost of RfS document and Bid Processing Fee as mentioned in the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. Payments against Cost of RfS document and Bid Processing Fee shall be done only through NEFT/RTGS (electronic transfer)/ DD/Pay Order and the Bidder shall submit the transaction receipt, as part of the online bid submission.

The bank details of REMCL are provided as follow:

Bank Name & Location: Axis Bank, Gurgaon

Account No.: 913020000871191

IFSC Code: UTIB0000131

Account Type: Current Account

Bids submitted without cost of the RfS document and/or Bid Processing Fee and/or Bank Guarantee/ against EMD (including partial submission of any one of the respective amounts), may be liable for rejection by REMCL.

MSEs (Micro and Small Enterprises) having valid UDYAM registration on the 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.

14 Project Scope & Technology Selection

Under this RfS, the SPD shall set up the Project including the transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project and/or transmission network up to the Interconnection/ Delivery Point (along with connectivity), including those required from State Government and local bodies,

shall be in the scope of the SPD. The Projects to be selected under this scheme provide for deployment of Solar Power Technology, along with Energy Storage System. However, the selection of Projects would be technology agnostic.

15 Clearances Required from the State Government and Other Local Bodies

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

- a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
- b. Forest Clearance (if applicable) for the land for the Project.
- c. Approval for water from the concerned authority (if applicable) required for the Project.
- d. As the project is being set up in the state of Gujarat, the SPD shall abide by applicable Supreme Court Orders and MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof.
- e. Any other clearances as may be legally required, in order to establish and operate the Project.

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

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

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

16 Earnest Money Deposit (EMD)

- 16.1 Earnest Money Deposit (EMD) for an amount of Rs. 16,24,000/- (Indian Rupees Sixteen Lakhs and Twenty Four Thousand per MW only) in the form of Bank Guarantee according to Format 7.3A and valid for 09 (Nine) months from the last date

of offline bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

- 16.2 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If the Bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the EMD shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

- 16.3 REMCL has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the EMD Bank Guarantee shall be encashable for being appropriated by REMCL in terms of the guarantee as in the case of appropriation of the cash deposit lying with REMCL.

16.4 Forfeiture of EMD:

The BG towards EMD shall be encashed by REMCL in following cases:

- a. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- b. In case, REMCL/IR offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 20 of the RfS or does not execute the PPA within the stipulated time period;
- c. If after issuance of LoA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;
- d. If the bidder fails to furnish required Performance Bank Guarantee/Surety Bond in accordance with Clause 17 of the RfS.

16.5 Insurance Surety Bond:

As an another alternative to submission of EMD as above, the bidder also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by REMCL within the provisions of RfS/PPA. This instrument

would be furnished as per Format 7.3C of the RfS, within the timelines as per Clause 16.1 above, for the amount and validity period as per Clause 16.1 above.

- 16.6 The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG)/Surety Bond towards/ against EMD”.

17 Performance Bank Guarantee (PBG)

- 17.1 The Successful Bidder shall submit a Performance Bank Guarantee (PBG) for a value @ **INR 40,60,000/MW** (Indian Rupees Forty Lakhs and Sixty Thousand /MW) to the Buying Entity prior to signing of PPA. It may be noted that successful Bidders shall submit the PBG according to the Format 7.3D with a validity period up to (& including) the date as on 09 (Nine) months after the SCSD of the Project. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by REMCL to the successful Bidder. It may be noted that PPA will be signed only upon successful verification of the PBG submitted by the SPD. Prior to signing of PPA, in case of any shortfall in validity of the PBG, the same will be acceptable, subject to the condition that the PBG validity is enhanced by the SPD prior to expiry of validity of the PBG. Non-submission of PBG within the above-mentioned timelines shall be treated as follows:

- (a) Delay upto 1 month from due date of submission of PBG: Delay charges @1% of the PBG amount per month +18% GST levied on per day basis shall be paid by the SPD to buying entity in addition to the PBG amount.

In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated below). Further, balance amount to be paid shall attract Interest rate @ one- year SBI MCLR rate /annum +18% GST on pro-rata basis.

- (b) Delay beyond 1 month from the due date of submission of PBG: The BG against EMD submitted by the SPD shall be encashed by REMCL and the Project shall stand terminated.

For the purpose of calculation of the above delay charges, ‘month’ shall be considered as a period of 30 days.

- 17.2 The PBGs are required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder at an earlier date, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of PPA, subject to submission of Board Resolution from the Successful Bidder to transfer the project to its SPV and Board Resolution from the SPV accepting the said Project from the Successful Bidder.

- 17.3 The SPD shall furnish the PBG from any of the Scheduled Commercial Banks as listed

on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through a SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 36.3 of the RfS.

- 17.4 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD)/ 7.3 D (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.
- 17.5 Buying Entity has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PBG shall be encashable for being appropriated by Buying Entity in terms of the guarantee as in the case of appropriation of the cash deposit lying with Buying Entity .
- 17.6 The Successful Bidder is required to sign PPA with Buying Entity (Zonal Railways/ Division of Zonal Railways) within the timeline as stipulated in Clause 20 of the RfS. In case, Buying Entity offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 20 of the RfS, or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by Buying Entity from the Bank Guarantee available with Buying Entity (i.e. EMD or PBG) as penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect. It is further clarified that the Penalties are genuine pre-estimate and Bidder/SPD agrees that in case of invocation of BG, Buying Entity is under no obligation to produce any estimate of loss in this regard.
- 17.7 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- 17.8 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/SPDs. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to Western Railway (WR).
- 17.9 In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.
- 17.10 After the bidding process is over, REMCL shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction (e- RA). The Bank Guarantees towards EMD of the successful Bidders shall be released subsequent to submission of PBGs by them to Buying Entity. The PBG of SPDs shall be returned to them, immediately after successful commencement of supply of

power from the full Project Capacity/capacity finally accepted by Buying Entity, as per Terms of PPA, after taking into account any penalties due to delays in commencement of power supply beyond the SCSD as per Clause 9 and 10 of the RfS.

17.11 Void

17.12 Insurance Surety Bond (Surety Bond):

As another alternative to submission of PBG as above, the SPD also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by Buying Entity within the provisions of RfS/PPA. This instrument would be furnished as per Format 7.3F of the RfS, within the timelines as per Clause 17.1 above, for the amount and validity period as per Clause 17.1 above. In case the SPD chooses to submit Surety Bond, delay in submission of the Surety Bond beyond the timeline stipulated at Clause 17.1 above, will be applicable in this case too.

17.13 The term “Performance Bank Guarantee (PBG)” occurring in the RfS shall be read as “Performance Bank Guarantee” (PBG)/ “Insurance Surety Bond”.

18 Success Charges & Payment Security Mechanism (PSM) Charges

18.1 **Success Charges:** The Selected Bidders shall have to pay Success Charges @ INR 1,00,000/MW (Indian Rupees One Lakh/MW) + 18% GST, corresponding to the capacity awarded as per the LoA, to REMCL towards administrative overheads, project monitoring activities, coordination with State Authorities and others including the DISCOM/STU, etc. The payment has to be made by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA. In case of any of the above deadline being a holiday, the next working day in REMCL will be the deadline for payment of Success Charges.

18.2 Any delay in depositing the said amount to REMCL as mentioned above within the stipulated timeline shall attract late payment charges @18% per annum+ 18% GST, levied on per day basis, on the total Success Charges, til (and including) the date of payment of Success Charges, which shall not be later than the date of signing of PPA. PPA shall only be signed after deposit of the Success Charges to REMCL. In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated above). Further, balance amount to be paid shall attract Interest rate @ one year SBI MCLR rate /annum on pro-rata basis.

18.3 Payment Security Mechanism (PSM) Charges: [Void]

19 Integrity Pact (IP)

- (a) The Bidder/Contractor is required to enter into an Integrity Pact with the REMC Ltd. in the Format at Annexure J in this RFS. The Integrity pact will be signed by REMC Ltd for and on behalf of Nodal Railway (“Employer” for execution of project) as its Agent / Power of Attorney Holder at the time of Tendering Process with the successful bidder. Also, the Bidder/Contractor is required to enter into an Integrity Pact with the Nodal Railway (“Employer” for execution of project) in the Format at “**Schedule 7**” included in the Power Purchase Agreement. The Integrity Pact will be entered into by the successful bidder with the Nodal Railway at the time of execution of the PPA.

While submitting the Bid, the Integrity Pact provided in this RFS and in the PPA shall be signed by the duly authorized signatory of the Bidder / Lead Member of JV. In case of failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.

- (b) In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail.

Provided always that provision of this para 19 – Integrity Pact, shall be applicable only when so provided in para 19 (a) below which will also stipulate the name and address of the Independent External Monitor as well as the Name, designation and address of the official nominated by the Employer to act as the Liaison Officer between the Independent External Monitor and the Engineer-in-Charge as well as the Contractor/Bidder.

19 (a) Whether para 19 (Integrity Pact) shall be applicableYES

If Yes, Name and Address of the Independent External Monitor (IEM):

Name, Designation and Address of present IEMs & REMC Ltd./RITES Ltd. Liaison Officer:

1. Sh. Amol Prabhakar Joshi, CES (Retd.), 126-A, Buty Layout C-604, Swapnil Trisha Apartments, Laxmi Nagar, Nagpur – 440022 Email ID: amjosh_98@yahoo.com
2. Sh. Jitendra Sharma, IFoS (Retd.), House No. 85, Sector 5-A, Ecocity 1, P. O. Mullanpur Garibdass, New Chandigarh, Distt. SAS Nagar, Punjab - 140901, Email ID: sharmaj7@gmail.com
3. Mrs. Gauri Kumar, IAS (Retd.), Kalypso Court, Tower-1/502, JP Wishtown, Sector 128, Noida – 201304 Email ID: gkck1955@yahoo.co.in
4. REMCL/RITES Liaison Officer: Sh. S B Samanta, Vertical Head (Finance), Shikhar, Plot No. 1, Sector 29, Gurgaon-122001 (Haryana), Email ID: ed.fin@rites.com

The above IEMs & Liaison officer are subject to revision. For the most up-to-date

list, please visit our website at www.remcltd.com

20 Power Purchase Agreement (PPA)

- 20.1 Buying Entity shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of standard PPA to be executed between Buying Entity and the selected SPD is available on ISN-ETS Portal. The PPA signing date will be intimated by REMCL/Buying Entity subsequent to issuance of Letter of Award (LoA). PPA will be executed between Buying Entity and selected bidder or its SPV.

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

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

- 20.2 The PPAs shall be valid for a period of 25 years from the SCSD. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPD and the Buying Entity.
- 20.3 The Performance Bank Guarantee as per Clause 17 above and Success Charges as per Clause 18 above, shall be submitted by the SPD prior to signing of PPA. Before signing of PPA between Buying Entity and the SPDs, REMCL will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the SPDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
- 20.4 Successful Bidders will have to submit the required documents for PPA to Buying Entity/REMCL within 70 days from the issue of LoA. In case of delay in submission of documents beyond the period as mentioned above, REMCL/ Buying Entity shall not be liable for delay in verification of documents and subsequent delay in signing of PPA. Effective Date of the PPA shall be the date of signing of PPA.
- 20.5 Buying Entity will be obliged to buy the entire power as per generation schedule, to be provided by the SPDs subject to limitations as per the PPA, required under grid regulations. However, the SPDs are required to achieve energy supply and the minimum CUF limits as stipulated in clause 8.1.
- 20.6 The SPDs will be free to repower the Projects from time to time during the PPA duration at its own risk and cost, pursuant to Clause 8.1 above. However, Buying Entity will be

obliged to buy power only upto the Contracted Capacity as per the PPA.

- 20.7 The SPD may operate their projects after expiry of the 25 years of PPA period subject to revision of Land lease permit and charges & other approvals as required etc . However, any extension of the PPA period beyond 25 years shall be through mutual agreements between the SPD and the Buying Entity, as the case may be, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 25 years.
- 20.8 In addition to the above, subsequent to signing of PPA, the SPD shall be required to submit the monthly Project status on 5th day of every calendar month as per Annexure-D of the RfS or any format as provided subsequent to signing of PPA.
- 20.9 [Void]

21 Financial Closure or Project Financing Arrangements

- 21.1 The Projects shall achieve Financial Closure by the date as on 6 months prior to the SCSD/ extended SCSD. (For e.g. if SCSD of the Project is 25.11.2026, then scheduled Financial Closure date shall be 25.05.2026).
- 21.2 At the stage of Financial Closure, the SPDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the SPD shall submit a certificate/ necessary documents from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity. The SPD shall also submit details of all planned/ proposed solar panels, inverters, BESS (manufacturer, model number, datasheet), along with necessary purchase order/agreements for the Project.

In case of default in achieving above condition as may be applicable within the stipulated time, Buying Entity shall be entitled to encash PBG/Surety Bond and may remove the Project from the list of the selected Projects. An extension may however be considered, on the sole request of SPD, on advance payment of extension charges of INR 100/- per day per MW (of Contracted Capacity) + applicable GST. This extension will not have an impact on the obligation of SPD to commence supply of power by the Scheduled Commencement of Supply Date of the Project. Subsequent to the completion of deadline for achieving financial closure, Buying Entity shall issue notices to the SPDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective SPDs to either furnish the necessary documents or make the above-mentioned payment of Rs. 100/MW/day + GST. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 days-Buying Entity shall encash the PBG/Surety Bond of the corresponding SPDs and may terminate the PPA for the corresponding Project. The amount of Rs. 100/MW/day + GST shall be paid by the SPDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the SPD. In case of the SPD meeting the requirements of Financial Closure before the last date of such proposed delay period (for which extension charges have been paid), the remaining amount out of the deposited amount by the SPD shall be returned by Buying Entity. Interest on

account of delay in deposition of the above- mentioned charges or on any subsequent extension sought, shall be levied @ one-year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the SPD without any interest and GST amount on achievement of successful commencement of power supply within the Scheduled Commencement of Supply Date, on pro-rata basis, based on the Contracted Capacity that has commenced supply of power as on Scheduled Commencement of Supply Date.

- 21.3 The SPD will have to submit the required documents to Buying Entity at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, Buying Entity shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

22 Shareholding by the Project Promoter

- 22.1 The Bidder shall provide complete information in its bid in reference to this RfS about its promoters and upon issuance of LoA, the SPD shall provide information about its promoter and their shareholding in the Company before signing of PPA with Buying Entity.
- 22.2 No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

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

- i. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
 - ii. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
 - iii. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
 - iv. Transfer of shares within the members of Immediate Promoter Group only.
 - v. Transfer of shares to IEPPF.
 - vi. Issue of Bonus Shares.
- 22.3 In case of the successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors) of the Bidding Company/Consortium until 01 (one) year after the SCSD, except with the prior approval of Buying Entity.
- 22.4 In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after SCSD.
- 22.5 In case of Project being executed through SPVs, the Selected Bidder executing the

project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after the SCSD, except with the prior approval of Buying Entity. In the event the selected Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after SCSD, except with the prior approval of Buying Entity. Further, the successful bidder shall ensure that its promoters shall not cede control of the bidding company till 1 (one) year from the SCSD, except with the prior approval of Buying Entity.

- 22.6 Any change in the shareholding after the expiry of 01 year after SCSD can be undertaken under intimation to Buying Entity.
- 22.7 In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10,00,000 (Indian Rupees Ten Lakh per Project) +applicable taxes per transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to Buying Entity.

23 Instructions to Bidders for Structuring of Bid Proposals in Response to RfS

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure – A. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

- i. Covering Letter as per **Format 7.1.**
- ii. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 7.2.**
In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.
- iii. Bank Guarantee against Earnest Money Deposit (EMD) as per **Format 7.3 A/7.3C.**
- iv. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects and to sign the PPA with IR. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
 - b. Board Resolution from the Bidding Company committing 100% (One Hundred

- Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and
- c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
 - v. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
 - vi. Format for Financial Requirements as per **Format 7.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
 - vii. Undertaking as per **Format 7.7**.
 - viii. A disclosure statement as per **Format 7.8/7.8A** regarding participation of any related companies in the bidding process.
 - ix. Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.10**
 - x. Signed Integrity Pact between REMCL and the Bidding Company as per **Annexure-J**.
 - xi. Attachments
 - a. Memorandum of Association, Article of Association of the Bidder needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.
 - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
 - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.
 - b. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
 - c. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. REMCL reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.
 - d. Certified copies of annual audited accounts for the last/previous financial year i.e. immediately preceding the due date of bid submission, or provisional accounts duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash

Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable). If the Audited Financial Statements for immediately preceding year are not available, in case of bids opened before 30th September, Audited Financial Statements of the financial year immediately preceding the previous financial year shall be considered.

- e. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
- xii. Covering letter of the Financial bid as per **Format - 7.11.**
- xiii. Break-up of the Preliminary Estimate of Cost of Project as per **Format 7.12.**
- xiv. Format for Technical Criteria as per **Format 7.9.**

24 Important Notes and Instructions to Bidders

- 24.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- 24.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause 20 of the RfS.
- 24.3 If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, REMCL reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee/Surety Bond provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- 24.4 If the event specified at 24.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 24.5 Response submitted by the Bidder shall become the property of the REMCL and REMCL shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 17 of the RfS.
- 24.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, PPA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.
- 24.7 The response to RfS shall be submitted as mentioned in Clause 23 of the RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, REMCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- 24.8 The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)'

after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

- 24.9 All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 24.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 24.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by REMCL.
- 24.12 Response to RfS not submitted in the specified formats will be liable for rejection by REMCL.
- 24.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 24.14 Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of REMCL of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
- 24.15 The State or Central Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between SPD and Buying Entity/REMCL. Subject to the above, only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 24.16 All the financial transactions to be made with REMCL/Buying Entity including success fee, delay charges, and any additional charges (if required), shall attract applicable taxes on each transaction, irrespective of the same being mentioned in the RfS/PPA.

25 Non-Responsive Bid

The electronic response to RfS submitted by the bidder along with the documents submitted **online** to REMCL shall be scrutinized to establish “Responsiveness of the Bid”. Each Bidder’s response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

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

- (a) Non-submission of the requisite Cost of RfS and/ or Bid Processing Fee as mentioned in the Bid Information Sheet.
- (b) Response to RfS not received by the due date and time of bid submission.
- (c) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
- (d) Any indication of tariff in any part of response to the RfS, other than in the financial bid.
- (e) Non-submission of payment details against Cost of RfS and/or Bid Processing Fee.
- (f) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line

with the instructions mentioned in the same electronic form.

- (g) Except for the scenario as per Clause 5.1 above, in case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.
- (h) Non-submission or partial submission of EMD in acceptable form along with response to RfS. In any of the above cases, the bid shall not be considered for bid opening and evaluation process. Further, in such case of non-submission or partial submission of EMD, the bidder will be debarred from participating in any of the tenders issued by REMCL, for a period of 6 (six) months, starting from the last date of bid submission of this RfS.

26 Method of Submission of Response to RfS by the Bidder

26.1 Documents to be Submitted Offline

The bidder has to submit original of following documents **offline**.

- a. Bank Guarantee/Surety Bond towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A7.3C).
- b. Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal.
- c. DD/Pay order or NEFT/RTGS/ details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.
- d. Integrity Pact as per Annexure-J.

No documents will be accepted in person, on or before the date of bid submission. DDs/Pay Orders against the cost of RfS document and bid processing fee may be submitted in person or via post/courier, subsequent to expiry of bid submission deadline and upto the date as on two (2) working days after the deadline.

Bank Guarantee against EMD needs to be submitted in both online and offline modes. The bidders will be required to submit the bank guarantee, either in person or through post, at the office of REMCL until the date as on 2 working days after the closing date of bid submission. The 2-day duration will be counted from the date of bid submission.

For e.g., if the bid submission deadline is 18:00 hrs on 10.08.2024, the above deadline will expire at 18:00 hrs on 12.08.2024. In case the above deadline being a holiday, the next working day in REMCL will be the deadline for submission of Bank Guarantees.

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

The bidding envelope shall contain the following sticker:

Selection of Solar Power Developers for Setting up of 17 MW InSTS connected Solar PV Power Projects with 12.5 MW/50 MWh Energy Storage Systems (BESS) in Dhaod, Gujarat under tariff-based Competitive Bidding	
<i>Cumulative Capacity of the projects applied for</i>	_____MW
<i>No. of Projects Bid for</i>	
<i>RfS Reference No.</i>	REMCL/CO/BESS/2026-27/Dahod dated 13.07.2026
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Organization ID (OID) on ETS portal</i>	<i>(Enter the OID through which the Bid has been submitted online on ETS portal)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	CEO, REMC Limited 8th Floor, PNB Building, 7, Bhikaji Cama Place, New Delhi-110066

26.2 **Documents to be Submitted Online**

Detailed instructions to be followed by the Bidders for online submission of response to RfS as stated as Annexure-A. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.

If the Bidder has submitted bid online and fails to submit the Bank Guarantee against EMD for requisite amount offline within 2 working days from last date of bid submission, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted at this stage will be encashed and the EMD(s) shall be returned and the submitted bid will stand cancelled.

All documents of the response to RfS submitted online must be digitally signed and uploaded on the website, <https://www.bharat-electronictender.com> which should contain the following:

I. Technical Bid (First Envelope)

The Bidder shall upload single technical bid containing **scanned copies** of the following documents duly signed and stamped on each page by the authorized signatory as mentioned below.

- Formats - 7.1, 7.2 (if applicable), 7.3 A/ 7.3C, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, 7.9 and 7.10 as elaborated in Clause 22 of the RfS.
- All attachments elaborated in Clause 23 of the RfS, under the sub-clause x: Attachments, with proper file names.
- All supporting documents regarding meeting the eligibility criteria.
- Scanned Copies of NEFT/RTGS details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.

- (e) Scanned Copies of requisite amount of Bank Guarantee towards EMD as mentioned in the Bid Information Sheet.

The Bidder will have to fill the Electronic Form provided at the ISN-ETS portal as part of Technical Bid.

Submission of Pass-phrases: In line with Clause 24.8, and Annexure-A, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Techno-commercial bid.

II. Financial Bid (Second Envelope)

Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):

- (a) Covering letter as per Format - 7.11 of the RfS
- (b) Preliminary Estimate of Cost of the Project as per Format 7.12 of the RfS.

As part of financial bid submission, only a single tariff bid for the Project applied for, shall have to be filled online in the Electronic Form provided at the ISN-ETS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive. In addition to the Financial Bid, the corresponding excel sheet consisting the "Tariff" or "Applicable tariff" fixed for 25 years is also required to be submitted.

III. Important Note:

- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- (b) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (c) In case the Bidder submits the online documents on ISN-ETS within the bid submission deadlines and fails to submit the offline documents in the office of REMCL within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS portal. Similarly, bids submitted offline but without any online submission on ISN-ETS portal shall not be opened and the EMD shall be returned to the respective bidder. In such cases, Bid Processing fee and cost of RfS document, if paid by the Bidder, will not be refunded to the Bidder.
- (d) In case a Bidder has paid cost of RfS document and Bid Processing Fee for this RfS and chooses not to participate in the bidding process (i.e. the Bidder does not submit any of the online or offline bid documents to REMCL), the respective amounts paid to REMCL will be refunded without any interest payment, to the respective Bidder.

27 Notice Board for Display

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

___ MW Grid Connected Project Owned and operated by ----- (insert name of the SPD) [Under RfS for Selection of Solar Power Developer for Setting up of 17 MW InSTS connected Solar PV Power Projects with 12.5 MW/ 50 MWh Battery Energy Storage System (BESS) in Dahod, Gujarat under tariff based Competitive Bidding]  Village:....., Tehsil....., District....., State.....
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28 Validity of the Response to RfS

The Bidder shall submit the response to RfS which **shall remain valid up to 180 (One Hundred Eighty) days from the last date of offline Bid submission** of response to RfS (“Bid Validity”). REMCL reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement. It is clarified that subsequent to issuance of LoAs, the discovered tariffs shall be deemed to be valid until the signing of PPA, pursuant to Clause 41.4 of the RfS.

29 Bid Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfS and participation in discussions and attending pre-bid meeting(s) etc. REMCL shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

30 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

- 30.1 Clarifications/ Doubts, if any, on RfS document may be emailed and/ or through ISN-ETS portal. The format for submission of clarifications is available on the portal.
- 30.2 REMCL will make efforts to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and REMCL’s response will be uploaded in the ISN-ETS portal <https://www.bharat-electronictender.com>. If necessary, amendments, clarifications, elaborations shall be issued by REMCL which will be notified on ISN-ETS web site. No separate reply/ intimation will be given for the above, elsewhere. In the event of the issuance of any revision or amendment of the RfS documents, the Bidders shall be provided a period of

at least 7 days therefrom, for submission of bids.

- 30.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on REMCL's website).

31 Right of REMCL to Reject a Bid

REMCL reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled prior to opening of bids, the processing fee (excluding GST, if amount credited to REMCL's account), without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders.

Note: In the event of opening of bids, bid processing fee will not be refunded. In case Buying Entity is unable to sign of PPA for the awarded capacity on account of reasons not attributable to the Successful Bidder, in line with Clause 41.4 below, the 1st installment of the Success Charges paid by the Successful Bidder will be refunded by REMCL without any interest. However, in case PPA is eventually not signed on account of reasons attributable to the Successful Bidder, the 1st installment of Success Charges paid by the SPD will not be refunded by REMCL. In such cases, refund of GST amount will be dealt according to extant provisions of GST Act.

32 Post Award Compliances

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

Any checklist shared with SPD by REMCL/Buying Entity for compliance of above mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the SPD.

SECTION 4

QUALIFICATION REQUIREMENTS
FOR
BIDDERS

SECTION 4

QUALIFICATION REQUIREMENTS FOR BIDDERS

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

33 General Eligibility Criteria

Bidders participating in the RfS will be required to meet the following eligibility criteria (as applicable).

33.1 The Bidder shall be a Company as defined.

33.2 Bidding Consortium with one of the Companies as the Lead Member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).

33.3 A foreign company can also participate on standalone basis or as a member of consortium at the RfS stage. In case of foreign company participating on standalone basis and its selection as successful Bidder, it shall form a “Special Purpose Vehicle” (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 51% shareholding in the SPV, before signing of PPA. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

In case the foreign company participating as a member of consortium, Clause 33.7 of the RfS shall be applicable.

33.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD(1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

- i. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).
- ii. Any Bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this RfS only if the Bidder is registered with the Competent Authority under the referred OM.
- iii. “Bidder” in this reference, means any member of a company/consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.

- iv. “Bidder from a country which shares a land border with India” for the purpose of this clause, means:
 - i. An entity incorporated, established or registered in such a country; or
 - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv. An entity whose beneficial owner is situated in such a country; or
 - v. An Indian (or other) agent of such an entity; or
 - vi. A natural person who is a citizen of such a country; or
 - vii. A consortium where any member of the consortium falls under any of the above.
- v. “Beneficial owner” for the purposes of Clause 33.4.iii & 33.4.iv. above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.
- vi. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the RfS.
- vii. Other provisions of the referred OM dated 23.02.2023, except Sl. 17 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

33.5 Proprietorships, Partnerships, Trusts, NGOs, and Limited Liability Partnership (LLPs) are not eligible for participation on an individual basis or as a part of a Consortium.

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

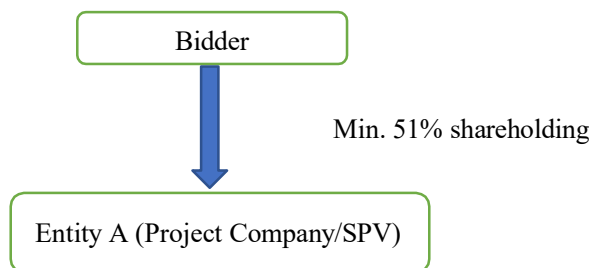
33.7 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. (a) existing subsidiary Company of the Successful Bidder, or (b) a Project Company incorporated as a subsidiary Company of the Successful Bidder, for setting up the Project, and in each case, having at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA with Buying Entity, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of PPA and thereafter the combined shareholding of the Consortium Members in the SPV/Project Company shall not fall below 51% at any time prior to 1 year from the SCSD, except with the prior approval of Buying Entity.

33.8 As on the bid submission deadline, the Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, as on the bid submission deadline, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government

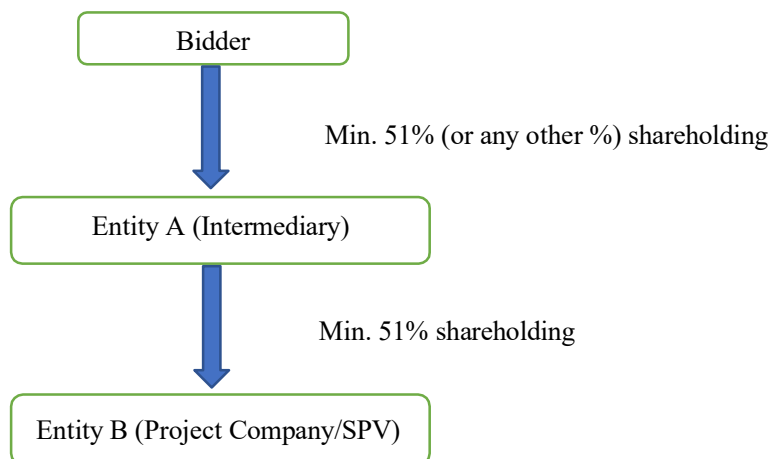
agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc or the United Nations or any of its agencies. The Bidder shall submit an undertaking to this effect as per Format 7.7 of the RfS.

- 33.9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 33.3 and 33.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:



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

34 *Technical Eligibility Criteria*

- 34.1 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commencement of power supply from the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 7.10.
- 34.2 Detailed technical parameters for Solar PV Projects to be met by SPDs are at Annexure-B. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-B. Further, the provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject “Approved Models and Manufacturers of Solar Photovoltaic

Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg.” and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The bidder should also follow/abide by latest MNRE/MoP/GoI O.M regarding applicability of approved ALMM List-I for Solar PV Modules and List-II for solar cells. (DCR), valid as on the date of invoicing of such modules.

34.3 The Projects shall also comply with the criteria for energy supply as detailed in Clause 8 of the RfS.

35 *Financial Eligibility Criteria*

35.1 Net-Worth

- i. The Net-Worth of the Bidder should be equal to or greater than **INR 1,62,40,000/MW** (Indian Rupees One Crore Sixty Two Lakhs and Forty Thousand/MW) of the quoted capacity, during the previous Financial Year, i.e. immediately preceding the due date of bid submission. If the Audited Financial Statements for immediately preceding year are not available, in case of bids opened before 30th September, Audited Financial Statements of the financial year immediately preceding the previous financial year shall be considered.
- ii. The net-worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or Consortium, together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees/Surety Bond in case the Bidder(s) fail to do so in accordance with the RfS.
- iii. Net-Worth to be considered for this clause shall be the total Net-Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

35.2 Liquidity

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters:

- i. A minimum annual turnover of **INR 74,73,000/ MW** (Indian Rupees Seventy Four Lakhs and Seventy Three Thousand/MW) of the quoted capacity during the previous financial year, i.e. immediately preceding the due date of bid submission. If the Audited Financial Statements for immediately preceding year are not available, in case of bids opened before 30th September, Audited Financial Statements of the financial year immediately preceding the previous financial year shall be considered. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.
- ii. Internal resource generation capability, in the form of Profit Before Depreciation Interest Taxes and Amortization (PBDITA) excluding other and exceptional income for a minimum amount of **INR 14,94,600/MW** (Indian Rupees Fourteen Lakhs Ninety- Four Thousand and Six Hundred/MW) of the quoted capacity,

during the previous financial year, i.e. immediately preceding the due date of bid submission. If the Audited Financial Statements for immediately preceding year are not available, in case of bids opened before 30th September, Audited Financial Statements of the financial year immediately preceding the previous financial year shall be considered:-

- iii. In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of **INR 18,68,250/MW** (Indian Rupees Eighteen Lakhs Sixty Eight Thousand Two hundred Fifty/MW) of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.

35.3 The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 36.1 and 36.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees/Surety Bond in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

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

35.5 A Company/Consortium would be required to submit annual audited accounts for the last/previous financial year, along with net worth, annual turnover and PBDITA certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary

evidence against the same. In case the annual accounts are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

- 35.6 For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.
- 35.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into US Dollar (USD) as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 36.6 above.
- 35.8 In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 100 MW, then, total Net-Worth to be met by the Consortium is Rs. $1.624 \times 100\text{MW} = \text{Rs. } 162.4 \text{ Crores}$. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 113.68 Crores and to be met by Consortium Member B would be Rs. 48.72 Crores. Similar methodology shall be followed for computation of liquidity requirement.

SECTION 5

**BID EVALUATION
AND
SELECTION OF PROJECTS**

SECTION 5

BID EVALUATION AND SELECTION OF PROJECTS

36 Bid Evaluation

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

37 Techno-Commercial Evaluation of Bidders (Step 1)

- 37.1 The first envelope (Techno-commercial Bid submitted online) of only those bidders will be opened by REMCL whose required documents as mentioned at Clause 23 of the RfS are received by REMCL. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee.

For e.g., if the bid submission deadline is 18:00 hrs on 21.09.2025, the online bid opening will be conducted on 24.09.2025. In case of the above date being a holiday, the bids will be opened on the next working day.

- 37.2 Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the Bidder.
- 37.3 Subject to Clause 23 of the RfS, REMCL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of bids, REMCL may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by REMCL within 07 (seven) days from the date of such intimation from REMCL. All correspondence in this regard shall be made through email/ISN-ETS portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. REMCL shall not be responsible for rejection of any bid on account of the above.
- 37.4 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfS.

38 Financial Bid Evaluation (Step 2)

- 38.1 In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the “First Round Tariff”, quoted by the Bidder in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction.
- 38.2 Second Envelope (containing First Round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified as per the RfS.

The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single “First Round Tariff” in Indian Rupee per kWh for all the Projects applied for. The tariff has to be quoted in Indian Rupee per kWh up to two places of decimal only. If it is quoted with more than two digits after decimal, digits after first two decimal places shall be ignored. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).

- 38.3 In this step, evaluation will be carried out based on the tariff quoted by Bidders.
- 38.4 On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of REMCL. Thereafter, REMCL will take appropriate action as deemed fit.
- 38.5 If the first-round tariff quoted is same for two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.
- 38.6 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n^{th} Bidder as mentioned in Clause 39.2 of the RfS
- 38.7 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation.

Bidder	Submitted Financial Bid	Ranking
B1	₹ 2.10 (Tariff in ₹/ kWh)	<i>L1</i>
B2	₹ 2.20 (Tariff in ₹/ kWh)	<i>L2</i>
B3	₹ 2.30 (Tariff in ₹/ kWh)	<i>L3</i>
B4	₹ 2.30 (Tariff in ₹/ kWh)	<i>L3</i>
B5	₹ 2.43 (Tariff in ₹/ kWh)	<i>L4</i>
B6	₹ 2.60 (Tariff in ₹/ kWh)	<i>L5</i>
B7	₹ 2.65 (Tariff in ₹/ kWh)	<i>L6</i>
B8	₹ 2.69 (Tariff in ₹/ kWh)	<i>L7</i>
B9	₹ 2.70 (Tariff in ₹/ kWh)	<i>L8</i>

39 Reverse Auction (Step-3)

- 39.1 The reverse auction will be held for the project, on the portal <https://www.bharat-electronictender.com>, on the day(s) as intimated by REMCL to the eligible bidders. Rules of the auction process are brought out below, and are also contained in Annexure-A of the RfS. As part of submission of their response to RfS, the Bidders shall submit the scanned copy of Annexure-A of the RfS duly signed and stamped by the Authorized Signatory, as an acceptance of the provisions contained therein.
- 39.2 The total number of bidders eligible to be shortlisted for the reverse auction for the project, shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders,

Total number of Bidders (n) for e-Reverse Auction:

Case	Condition/If	Formula	Total eligible bidders for reverse auction
Case-I	$T \leq 2$	$n=T$	All the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.
Case-II	$T > 2$	$n = T-1$	The lowest ranked bidder, i.e. the bidder quoting the highest tariff (the “H1 bidder”) shall be eliminated at this stage, and the remaining techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.

Note:

- (a) In case more than one bidder is ranked as “H1” bidder, i.e. such bidders are at the same tariff, all such bidders will be eliminated at this stage.
- (b) The above elimination will take place subject to the condition that the total number of shortlisted bidders after such elimination remains more than 2. In the contradictory scenario, no elimination will take place at this stage.
- 39.3 At least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation, it shall not be construed by the bidders that they have been shortlisted for Reverse Auction. Further, at least two hours before the scheduled start time of Reverse Auction, for the project, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted for that particular project based on the criteria mentioned at Clause 39.2 above.
- 39.4 Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS bidding portal of reverse auction 15 minutes before the start time of reverse auction.
- During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.
 - The minimum decrement value for tariff shall be INR 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 01 (One) Paise less than its current tariff.
 - Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
 - During reverse auction, the Bidder shall not have the option of changing the total project

capacity while quoting tariff during reverse auction.

- v. In the bidder's bidding window, the following information can be viewed by the bidder:
 - i. Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.
 - ii. The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff.
- vi. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 8 (eight) minutes from the scheduled/extended closing time. If any Bidder beats the L1 price in last eight minutes of auction period or extended auction period. If no such valid bid which is less than the instant L1 bid is received during last eight minutes of auction period or extended auction period, then the reverse auction process will get closed.

40 Selection of Successful Bidders

- 40.1 Subsequent to conclusion of the e-RA process, the lowest quoting Bidder after reverse auction for the Project will be selected as Successful Bidder.
- 40.2 In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same at the end of e-RA), they will be considered in the chronological order of their last bid with preference to that Bidder who has quoted his last bid earlier than others.

In the above case, if the time of quote also become exactly same among the Bidders in a tie, then the ranking among these Bidders shall be done as follows:

- Step 1: Highest rank (L1) will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on for that particular Project. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.
- Step 2: Ranking will be done based on draw of lots.

41 Issuance of LoA and Signing of PPA

- 41.1 At the end of selection process, Letters of Award (LoAs) will be issued to the successful Bidders for the Project. In case of a Consortium being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium.
- 41.2 REMCL reserves the right to annul the bid process without any financial implications to any of the parties concerned.
- 41.3 In all cases, REMCL's decision regarding selection of Bidder through Reverse Auction or otherwise based on tariff or annulment of tender process shall be final and binding on all participating bidders.
- 41.4 In case REMCL is unable to find buyers/off-takers for the tariffs as discovered after the bidding process, REMCL reserves the right to annul the bid process without any financial implications to any of the parties concerned. REMCL reserves the right to cancel any or all of the bids in view of higher tariff discovered after e-RA. In all cases,

REMCL's decision regarding selection of Bidder through Reverse Auction or otherwise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

PPA shall be executed within 90 days after the issue of LoA.

SECTION 6

DEFINITIONS OF TERMS

SECTION 6

DEFINITIONS OF TERMS

42 Following terms used in the documents will carry the meaning and interpretations as described below:

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

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

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

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

42.4 "BID" or "PROPOSAL" shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder and submissions during the e-Reverse Auctions, if applicable, as part of its response to the RfS issued by REMCL.

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

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

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

42.8 "BUYING ENTITY" shall mean the nominated Zonal Railway (ZR)/Divisional Railway (DR)/Indian Railway (IR) for signing the PPA with successful Bidder.

42.9 "CAPACITY UTILIZATION FACTOR or CUF" shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.

For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8760))$

X100%.

It may be noted that in the above illustration, the capacity 'Y' MW shall refer to the Contracted Capacity in terms of the PPA.

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

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

42.11 **“COMPANY”** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.

42.12 **“CONTRACTED CAPACITY”** shall mean the AC capacity in MW contracted with Buying Entity for supply of power by the SPD to Buying Entity at the Delivery Point from the Project, based on which the PPA is executed with Buying Entity.

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

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

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

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

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

42.17 **“DAY”** shall mean calendar day.

42.18 **“EFFECTIVE DATE”** shall mean the date of Signing of Power Purchase Agreement (PPA);

42.19 **“BATTERY ENERGY STORAGE SYSTEMS” or “BESS”** shall mean the system(s) installed in addition to the solar power capacity as part of the Project, that can capture energy produced at one time for use at a later time.

42.20 **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013.

42.21 **“GENERAL NETWORK ACCESS (GNA)”** shall mean General Network Access as

defined under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022.

42.22 **“GUIDELINES”** shall mean “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems” issued by the Ministry of Power vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023 including subsequent amendments and clarifications thereto, if any, issued until the last date of bid submission of this RfS.

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

42.24 **“GROUP COMPANY”** of a Company means

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

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

42.25 **“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall mean a single point or multiple points at 33 kV or above, where the power from the Project(s) is injected into the identified InSTS Substation (including the transmission line connecting the Projects with the substation system) or InSTS substation, in case of intra-state connected Projects, as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC/ SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters)

Regulations, 2006 as amended and revised from time to time.

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

42.27 **“InSTS”** means Intra-State Transmission System.

42.28 **“ISTS”** means Inter-State Transmission System.

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

42.30 **“LEAD MEMBER OF THE BIDDING CONSORTIUM”** or **“LEAD MEMBER”**:
There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.

Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (one) year after the SCSD of the Project.

42.31 **“LETTER OF AWARD”** or **“LoA”** shall mean the letter issued by REMCL to the selected Bidder for award of the Project.

42.32 **“LIMITED LIABILITY PARTNERSHIP”** or **“LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.

42.33 **“LLC”** shall mean Limited Liability Company.

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

42.35 **“MONTH”** shall mean calendar month.

42.36 **“NET-WORTH”** shall mean the Net-Worth as defined in section 2 of the Companies Act, 2013.

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

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

42.39 **“PEAK HOURS”** shall mean the energy scheduling hours in a day as chosen by the Buying Entity for supply of peak power from the Project. For the purpose of scheduling, a ‘day’ shall commence from 00:00 hrs. and end at 24:00 hrs.

“Peak Hours” in this case, shall be during the evening from 17:00 hrs. to 24:00 hrs. out of the 24 hours of a day, to be chosen by the Buying Entity.

During these hours, the Buying Entity shall choose any 4 hours for off-take of power up to 50 MWh for 17 MW of Contracted Capacity, on a daily basis.

However, with respect to requisition of drawl Schedule, Buying Entity shall comply with CERC/SERC/Indian Electricity Grid Code (as and when implemented), regulations on Forecasting, Scheduling and Deviation Settlement, as applicable.

42.40 **“PEAK POWER”** shall mean the power supplied from the Project during Peak Hours;

42.41 **“PGCIL”** or **“POWERGRID”** shall mean Powergrid Corporation of India Limited.

42.42 **“PPA”** shall mean the Power Purchase Agreement signed between the successful Bidder and Buying Entity according to the terms and conditions of the standard PPA enclosed with this RfS.

42.43 **“PROJECT”** or **“SOLAR PV POWER PROJECT”** or **“POWER PROJECT”** shall mean the renewable energy generation facility owned by the SPD, comprising Solar Power Generating systems, including BESS having a single point of injection into the grid at Interconnection/Metering point at STU. The Project shall include all units/modules, auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to Indian Railway (IR). It may be noted that the sources of generation and BESS shall be co-located, to be considered a single Project. Further, it is clarified that BESS charged using a source other than solar power would not qualify as solar power.

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

42.45 **“PROJECT DEVELOPER”** or **“DEVELOPER”** or **“SOLAR POWER DEVELOPER (SPD)”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by REMCL (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of the Project and signing of PPA with Buying Entity.

42.46 **“PROJECT LOCATION”** shall mean the area identified by the REMCL/IR, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State, where the Project is being implemented.

42.47 **“PROMOTER”** shall mean Promoter as defined in the Companies Act, 2013.

42.48 **“RfS”** or **“RfS DOCUMENT”** or **“BIDDING DOCUMENT(S)”** or **“TENDER DOOCUMENTS”** shall mean the “Request for Selection” document issued by REMCL including standard Power Purchase Agreement along with subsequent clarifications and amendments thereof, vide RfS No. REMCL/CO/BESS/2025-26/Dahod dated 13.07.2026.

- 42.49 **“RE PARK”** shall refer to areas or parks developed, in accordance with the Guidelines issued by Central or State Governments, for setting-up of renewable energy power projects, including Solar-Wind Hybrid Power projects
- 42.50 **“RENEWABLE ENRGY (RE) POWER”** shall mean power from RE Power Projects (Solar, Wind or any other RE generating source).
- 42.51 **“SCHEDULED COMMENCEMENT OF SUPPLY DATE”** or **“SCSD”** shall mean the date as indicated in Clause 9 of the RfS.
- 42.52 **“SELECTED BIDDER”** or **“SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA.
- 42.53 **“SOLAR PV PROJECT”** or **“SOLAR POWER GENERATING SYSTEM/ STATION”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion of solar energy into electricity through Photo Voltaic Technology.
- 42.54 **“STATE TRANSMISSION UTILITY (STU)”** shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003.
- 42.55 **“Tariff”** or **“Applicable Tariff”** shall have the same meaning as provided for in Article 9 of PPA.
- 42.56 **“TOE”** shall mean Tender Opening Event.
- 42.57 **“TIME BLOCK”** means any time block of 15 minutes period or any duration as directed by CERC from time to time, for which specified electrical parameters and quantities are recorded by special energy meter, with first time block starting at 00.00 hrs;
- 42.58 **“ULTIMATE PARENT”** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates.
- 42.59 **“WEEK”** shall mean calendar week.
- 42.60 **“REMCL”** shall mean REMC Limited, a JV company of Ministry of Railways & RITES Ltd. earlier known as Railway Energy Management Company Limited (REMCL).
- 42.61 **“LUPA”** Land Use Permission Agreement between Railways and SPD for right of use of Railway Land by SPD.

SECTION 7

SAMPLE FORMS & FORMATS FOR BID SUBMISSION

SECTION 7

SAMPLE FORMS & FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 4 and other submission requirements specified in the RfS.

- (a) Format of Covering Letter (Format 7.1)
- (b) Format for Power of Attorney (Format 7.2)
- (c) Format for Bank Guarantee Towards Earnest Money Deposit (EMD) (Format 7.3A/7.3C)
- (d) Format for Performance Bank Guarantee (PBG) (Format 7.3 D/ 7.3 F)
- (e) Format for Board Resolutions (Format 7.4)
- (f) Format for Consortium Agreement (Format 7.5)
- (g) Format for Financial Requirement (Format 7.6)
- (h) Undertaking regarding no willful default and no major litigation pending (Format 7.7)
- (i) Format for Disclosure (Format 7.8 and/or Format 7.8A as applicable)
- (j) Format for Technical Criteria (Format 7.9)
- (k) Declaration by the Bidder for the Proposed Technology Tie-up (Format 7.10)
- (l) Format for submission of Financial Bid (Format 7.11)
- (m) Format for Preliminary Estimate of Cost of Solar PV Power Project (Format 7.12)
- (n) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-A)

(o) Technical Requirements for PV Module and various other components for use in Grid Connected Solar Power Plants.(Annexure - B)

(p) Installation Report (Annexure-C)

(q) Format for Project Status (Annexure-D)

(r) SAFETY STANDARDS TO BE FOLLOWED FOR BATTERY ENERGY STORAGE SYSTEMS (AS APPLICABLE) (Annexure – E)

(s) Illustration for penalties applicable against shortfall in Energy Supply (Annexure-F)

(t) COMMISSIONING PROCEDURE (Annexure – G)

(u) CHECKLIST FOR BANK GUARANTEES/INSURANCE SURETY BOND (Annexure – H)

(v) CHECKLIST FOR FINANCIAL CLOSURE (Annexure – I)

(w) Integrity pact as per Annexure-J.

(x) Land Details (Annexure-K)

COVERING LETTER

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

Ref. No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.#: Fax#:

E-mail address#

To

REMC Limited

Address:.....

Email: remcl@rites.com

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

Dear Sir/ Madam,

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

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

We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted more than one response to RfS for same capacity 17 MW.

We are submitting application for the development of following Project(s)

Project No.	Capacity (MW)	Location of Project (Village, Tehsil, Dist., State)	Interconnection Point Details	Proposed CUF	Project Preference*

**The preferences of the Projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described*

in Clause 40.2 of the RfS.

1. We give our unconditional acceptance to the RfS, dated.....[Insert date in dd/mm/yyyy], standard PPA documents attached thereto, issued by REMCL. In token of our acceptance to the RfS, PPA documents along with the amendments and clarifications issued by REMCL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA and shall be binding on us. Further, we confirm that we will commence power supply from the full Project capacity within the deadline as per Clause 9 of the RfS.

2. Earnest Money Deposit (EMD):- *(Please read Clause 16 carefully before filling)*

We have enclosed EMD of INR *(Insert Amount)*, in the form of Bank Guarantee/Surety Bond no..... *[Insert bank guarantee/Surety Bond number]* dated *[Insert date of bank guarantee/Surety Bond]* as per Format 7.3A/7.3B/7.3C from..... *[Insert name of bank providing bank guarantee/Surety Bond issuing agency]* and valid up to...in terms of Clause No. 16 of this RfS. The total bid capacity of the Solar PV Power Projects offered by us is MW *[Insert cumulative capacity proposed]*. (Strike off whichever is not applicable)

3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee/Surety Bond of the requisite value(s) towards PBG, Success charge for the selected Projects, within due time as mentioned in Clause Nos. 17 & 18 of this RfS on issue of LoA by REMCL for the selected Projects and/ or we are not able to sign PPA with Buying Entity within the timeline as stipulated in the RfS for the selected Projects, REMCL shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

4. We hereby declare that the Project Capacity, for which the bid is being submitted by us has already been commissioned by us, and for the same, we have not suo-moto terminated any already signed PPAs with Renewable Energy Implementing Agencies as identified by the MNRE and/or State-owned Distribution Company (DISCOM) for participating in this RfS under Clause 1.6 of the RfS. *(applicable only in case of already commissioned Projects)*

5. [Void]

6. We have submitted our response to RfS strictly as per Section 7 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

7. We hereby declare that during the selection process, in the event our bid happens to be the last bid in the list of successful bids and REMCL offers a capacity which is greater than or equal to 50% of our quoted capacity due to overall bid capacity limit, we shall

accept such offered capacity.

8. Acceptance:-

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

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

9. Familiarity with Relevant Indian Laws & Regulations:-

We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS and execute the PPA, in the event of our selection as Successful Bidder.

10. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with Buying Entity, committing total equity infusion in the SPV as per the provisions of RfS.

11. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.

12. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from REMCL.

13. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

14. We confirm that all the terms and conditions of our Bid are valid up to a period up to(Insert date in dd/mm/yyyy) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to RfS]. We confirm that in the event of issuance of LoA under the RfS, the tariff indicated in the LoA shall be valid until the signing of PPA, pursuant to Clause 41.4 of the RfS.

15. Contact Person

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

Name	:	
Designation	:	
Company	:	
Address	:	

Phone Nos. :
Mobile Nos. :
E-mail address:

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

Encl.: Appendix-I and II of the Covering Letter.

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

Thanking you,
We remain,
Yours faithfully,

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

Appendix-I to Covering Letter

Project Capacity: _____MW

Project Location: _____

Tentative Average Hourly Profile (in MUs)

Hourly time blocks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
5												
6												
7												
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21												
22												
23												
24												

Appendix-II to Covering Letter

Project Capacity: _____MW

Project Location: _____

Tentative Average Hourly Profile (in MW)

Hourly time blocks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
5												
6												
7												
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24												

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortium)

*(To be provided by each of the other members of the Consortium in favor of the Lead Member)
(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)*

KNOW ALL MEN BY THESE PRESENTS THAT M/s having its registered office at,, and M/s having its registered office at....., (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered/ Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No.....

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

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

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

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

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

For and on behalf of Consortium Member

M/s.....

- ----- (Signature of person authorized by the board)

(Name

Designation

Place:

Date:)

Accepted

(Signature, Name, Designation and Address
of the person authorized by the board of the Lead Member)

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)

Place: -----

Date: -----

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT
(EMD)

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

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____[*Insert name of the Bidder*]
(hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for “*Selection of Solar & BESS Power Developers for Setting up of 17 MW - InSTS connected Solar PV Power Projects with 12.5 MW/50 MWh Battery Energy Storage Systems (BESS) on vacant Railway Land at Dahod in Gujarat, India under Tariff-based Competitive Bidding*” of the cumulative capacity of MW [*Insert cumulative Project capacity proposed*] for supply of power there from on long term basis, in response to the RfS No. _____ dated ____ issued by REMC Ltd. (REMCL) and REMCL considering such response to the RfS of[*Insert the name of the Bidder*] as per the terms of the RfS, the _____[*Insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to REMCL at [*Insert Name of the Place from the address of REMCL*] forthwith without demur on demand in writing from REMCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____[*Insert amount not less than that derived in line with Clause 16 of the RfS*], only, on behalf of M/s _____[*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including _____[*insert date of validity in accordance with Clause No. 16 of this RfS*] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only). Our Guarantee shall remain in force until _____[*insert date of validity in accordance with Clause No. 16 of this RfS*]. REMCL shall be entitled to invoke this Guarantee till ____[*insert date of validity in accordance with Clause No. 16 of this RfS*].

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [*Insert name of the Bidder*] and/ or any other person. The Guarantor Bank shall not require REMCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against REMCL in respect of any payment made hereunder.

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

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

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

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

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to IDFC First Bank and a confirmation in this regard is received by REMCL.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until _____ [*Date to be inserted on the basis of Clause No. 16 of this RfS*].

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

Signature: _____

Name: _____

Power of Attorney No.: _____

For

_____ [*Insert Name and Address of the Bank*] ____

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

[Void]

Format 7.3 B

FORMAT OF INSURANCE SURETY BOND TOWARDS EMD
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT OF INDIA)

Insurance Surety Bond No.:

Date:

To,

REMC Limited

Address:.....

Email: remcl@rites.com

Dear Sir,

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

As an irrevocable Insurance Surety Bond against Bid Security for an amount of [*Insert amount not less than that derived in line with Clause 16 of the RfS*] valid for [*insert date of validity in accordance with Clause No. 16 of this RfS*] required to be submitted by the bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the RfS Documents.

We, the..... [*Insert name of the Insurer*] having our Head Office at[*Insert address of the Insurer*] guarantee and undertake to pay immediately on demand by REMC Limited (hereinafter referred to as 'REMCL') the amount of [*Insert amount not less than that derived in line with Clause 16 of the RfS*] without any reservation, protest, demand and recourse. Any such demand made by REMCL shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the Bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto.....[*insert date of validity in accordance with Clause No. 16 of this RfS*]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s[*Insert name of the Bidder*] on whose behalf this Insurance Surety Bond is issued.

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

.....
(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Authorized Vide Power of Attorney PoA No.....

Date.....

NOTE:

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

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted separately for each Project)

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

Reference:

Bank Guarantee No.:

Date:

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

As per the terms of the RfS, the _____ *[Insert name & address of Bank]* hereby agrees unequivocally, irrevocably and unconditionally to pay to Buying Entity at *[Insert Name of the Place from the address of the Buying Entity]* forthwith on demand in writing from Buying Entity or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees

_____ [Total Value] only, on behalf of M/s _____ *[Insert name of the selected Solar Power Developer/ Project Company]*

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

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

Our Guarantee shall remain in force until..... Buying Entity shall be entitled to invoke this Guarantee till

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

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

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

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

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

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

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

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to IDFC First Bank and a confirmation in this regard is received by Buying Entity.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Buying Entity serves upon us a written claim or demand.

Signature: _____

Name: _____

Power of Attorney No.: _____

For

_____ [*Insert Name and Address of the Bank*] _____

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

[Void]

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

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT OF INDIA)

Insurance Surety Bond No.:

Date:

To

.....(Buying Entity)

Address:

Dear Sir,

In consideration of REMCL (which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [*Insert name of Solar Power Developer*]..... with its Registered/Head Office at..... (Hereinafter referred to as the 'Solar Power Developer' or 'SPD', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), the project of capacity ofMW for supply of power there from on long term basis, in response to the RfS dated..... issued by REMC Limited (hereinafter referred to as REMCL) by issuing Letter of Award No.

.....dated and the same having been unequivocally accepted by the SPD, resulting into a Power Purchase Agreement (PPA) to be entered, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable] and the SPD having agreed to provide a Performance Guarantee of the amount up to and not exceeding Indian Rupees [*Total Value*] only.

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

Buying Entity shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the SPD for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, Buying Entity shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SPD, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Power Purchase Agreement between Buying Entity and SPD or any other course or remedy or security available to Buying Entity. The Insurer shall not be released of its obligations under these presents by any exercise by Buying Entity of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of Buying Entity or any other indulgence shown by Buying Entity or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

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

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

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

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer stamp)

Authorized Vide Power of Attorney No.....

Date.....

WITNESS :

1.....
(Signature)

.....
(Name)

.....

(Official Address)

2.

(Signature)

.....

(Name)

.....

(Official Address)

Notes :

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

FORMAT FOR BOARD RESOLUTIONS

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

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

2. FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. ***(To be provided by the Bidding Company)***

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (-----%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. ***(To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)***

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ----- [Insert the name of other Members in the Consortium] and Mr/ Ms....., be and is hereby authorized to execute the Consortium Agreement. ***(To be provided by each Member of the Bidding Consortium including Lead Member)***

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated.....executed by the Consortium as per the provisions of the RfS. ***[To be passed by the Lead Member of the Bidding Consortium]***

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

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

FORMAT FOR CONSORTIUM AGREEMENT

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

THIS Consortium Agreement (“Agreement”) executed on this ____Day of _____Two Thousand ____ between M/s _____ [*Insert name of Lead Member*] a Company incorporated under the laws of _____and having its Registered Office at _____ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____and having its Registered Office at _____ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfS and execution of Power Purchase Agreement (in case of award), against RfS No. _____dated _____issued by REMC Limited (REMCL), A Joint Venture (JV) company of Ministry of Railways and RITES Ltd) and having its registered office at 8th floor, PNB Building, 7, Bhikaji Cama Place, New Delhi- 110066

WHEREAS, each Member individually shall be referred to as the “Member” and all of the Members shall be collectively referred to as the “Members” in this Agreement.

WHEREAS REMCL desires to purchase Power under RfS for _____ (insert title of the RfS);

WHEREAS, REMCL had invited response to RfS vide its Request for Selection (RfS) dated _____

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, _____, Member-n and to submit the response to the RfS.

2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that after the execution of PPA, the combined shareholding in the SPV/Project Company shall not fall below 51% at any time prior to 01 (one) year after the SCSD, except with the prior approval of Buying Entity.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure and commencement of power supply in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of Buying Entity in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by Buying Entity.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of Buying Entity.
15. This Agreement
 - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of Buying Entity.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA.

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

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

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

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

For M/s_----- [Member 2]

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

Witnesses:

1) Signature -----

2) Signature -----

Name:

Name:

Address:

Address:

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

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

Witnesses:

1) Signature -----

(2) Signature -----

Name:

Name:

Address:

Address:

Signature and stamp of Notary of the place of execution

FORMAT FOR FINANCIAL REQUIREMENT*(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)*

Ref. No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. #: Fax #:

E-mail address #

To**REMC Limited****Address:**

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

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs. Cr. (...in words) as on the previous financial year i.e., immediately preceding the due date of bid submission. If the Audited Financial Statements for immediately preceding year are not available, in case of bids opened before 30th September, Audited Financial Statements of the financial year immediately preceding the previous financial year shall be considered.

This Net Worth has been calculated in accordance with instructions provided in Clause 35.1 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

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

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (Rs. Crore)
Company 1			
Total			

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

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: *[Insert name of the Member]*

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: INR - -----Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company* (If any)	Net Worth (Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (Rs. Crore)
Company 1					

Total					

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Annual Turnover Criteria, by demonstrating an Annual Turnover of INR _____ (_____in words) as on the previous financial year i.e., immediately preceding the due date of bid submission. If the Audited Financial Statements for immediately preceding year are not available, in case of bids opened before 30th September, Audited Financial Statements of the financial year immediately preceding the previous financial year shall be considered.

Exhibit (i): Applicable in case of Bidding Company

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

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (Rs. Crore)
--------------------------------	---	---	------------------------------------

Company 1			
Total			

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

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

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

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

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (If Any)	Annual Turnover (Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Annual Turnover (Rs. Crore)
Company 1					

Total					

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Profit Before Depreciation Interest and Taxes and Amortization (PBDITA) criteria as mentioned in the RfS, by demonstrating a PBDITA of INR ____ (in words) as on the previous financial year i.e., immediately preceding the due date of bid submission. If the Audited Financial Statements for immediately preceding year are not available, in case of bids opened before 30th September, Audited Financial Statements of the financial year immediately preceding the previous financial year shall be considered.

Exhibit (i): Applicable in case of Bidding Company

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

Name of Bidding Company	Name of Affiliate(s) whose PBDITA is to be considered	Relationship with Bidding Company*	PBDITA (Rs. Crore)
Company 1			
Total			

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

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: *[Insert name of the Member]*

PBDITA Requirement to be met by Member in Proportion to the Equity Commitment: INR ----
- -----Crore (Equity Commitment (%) * Rs. [] Crore)

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

Name of Consortium Member Company	Name of Affiliate(s) whose PBDITA is to be considered	Relationship with Bidding Company* (If Any)	PBDITA (Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate PBDITA (Rs. Crore)
Company 1					

Total					

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

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)

Membership No.

Regn. No. of the CA's

Firm:

Date:

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered

Accountant's Firm, provide details of computation of Net Worth and Annual Turnover/ PBDITA (as applicable) duly certified by the Chartered Accountant.

- (ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.
- (iii) In case of the Bidder choosing to meet the Liquidity criteria through an In-principle sanction letter, such document shall be separately submitted by the bidder as part of the bidder's Response to RfS.

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to REMC Limited, in respect to our response to RfS vide RfS No. _____ dated _____, that as on _____ (Insert bid submission deadline), M/s _____ (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender. We further undertake that as on _____ (insert bid submission deadline), M/s _____ (insert name of the Bidder) & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors have not 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.

(Name and Signature of the Authorized Signatory)

FORMAT FOR DISCLOSURE

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

DISCLOSURE

Ref.No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. #: Fax#:

E-mail address#

To

(Enter Address of REMCL)

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

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. _____ and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

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

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LoA/PPA as applicable, we, i.e. M/s _____ *(enter name of the bidding company/member in a consortium)*, including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by REMCL for a period of 2 years from the date of default as notified by REMCL.

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

We further declare that we have read the provisions of Clause 33.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, REMCL/Buying Entity shall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the tariff in RfS for _____ *(Enter the name of the RfS)*.

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

We also understand that the List-II (Solar PV Cells) of ALMM Order, (refer OM, issued by MNRE on 09th December, 2024, 28th July 2025 will be updated by MNRE from time to time. We also understand that the Solar Cells to be procured for this project, shall be from the List-II of the ALMM Order applicable on the date of invoicing of such Solar PV modules.

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

Dated the _____ day of _____, 20____.

Thanking you,

We remain,

Yours faithfully,

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

FORMAT FOR DISCLOSURE

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

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

DISCLOSURE

Ref. No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. #:

Fax#:

E-mail address#

To

[Enter Address of REMCL]

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

Dear Sir/ Madam,

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

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

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

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LoA/PPA as applicable, we, i.e. M/s _____ (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in

any of the upcoming tenders issued by REMCL for a period of 2 years from the date of default as notified by REMCL.

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

We further declare that we have read the provisions of Clause 33.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, REMCL shall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the tariff in RfS for ____ (Enter the name of the RfS). We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also understand that the List-II (Solar PV Cells) of ALMM Order, (refer OM, issued by MNRE on 09th December, 2024, 28th July 2025 will be updated by MNRE from time to time. We also understand that the Solar Cells to be procured for this project, shall be from the List-II of the ALMM Order applicable on the date of invoicing of such Solar PV modules.

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

Dated the _____ day of _____, 20____.

Thanking you,

We remain,

Yours faithfully,

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

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:

MoF OM No 7/10/2021-PPD (1) dated 23.02.2023

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

Ref. No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/Member of Consortium)*

Tel#:

Fax#:

E-mail address#

To

[Enter Address of REMCL]

Sub: Response to RfS No dated for the tender
for

Dear Sir/ Madam,

This is with reference to attached order vide OM No. F.7/10/2021-PPD(1) dated 23.02.2023 including subsequent amendments and clarifications thereto issued by Department of Expenditure, Ministry of Finance, Govt of India.

We are hereby submitting the following declaration in this regard:

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

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

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

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.02.2023, as referred above.

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

FORMAT FOR TECHNICAL CRITERIA

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

Ref. No.

Date:

From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel. #:

Fax #:

E-mail address#

To

REMC Limited

8th floor, PNB Building, 7,

Bhikaji Cama Place,

New Delhi-110066

Email: remcl@rites.com

Sub: Response to RfS No..... dated..... for(RfS name)

Dear Sir/ Madam,

We hereby undertake to certify in line with Clause No. 21, Section 3, SCC under the title "Financial Closure" that the following details shall be furnished within the date as on 6 months prior to the SCSD/ extended SCSD.

1.0 Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.

2.0 DPR of the Project, detailing out project configuration and proposed commissioning schedule of the Project.

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

Dated the day of , 20.... Thanking you,

We remain,

Yours faithfully,

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

Format 7.10**DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP**

(To be Submitted on the letterhead of the Bidder)

1	Name of Bidding Company/ Lead Member of Bidding Consortium	
2	Location of the projects	
3	Contracted Capacity proposed	 MW
4	Number of Projects	
5	Technology Proposed to be adopted for the Project	
6	Estimated Annual Generation of Electrical Energy	kWh
7	Brief about the proposed technology	
	Crystalline Silicon Solar Cells and Modules	
	Concentrator PV Modules	
	Thin Film Modules	
	Any Other Technology	
	Battery Energy Storage System	

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

Thanking you,

We remain,

Yours faithfully,

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

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref. No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. #:

Fax #:

E-mail address#

To

REMC Limited

Address:.....

Email:.....

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

Dear Sir/ Madam,

I/We, _____ *(Insert Name of the Bidder)* enclose herewith the Financial Proposal for selection of my/ our firm for _____ number of Project(s) for a cumulative capacity of ____MW in India as Bidder for the above.

I/We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) from the due date of submission of the response to RfS and until the date of signing of PPA, pursuant to Clause 41.4 of the RfS, and such further period as may be mutually agreed upon.

Dated the _____ day of _____, 20__.

Thanking you,

We remain,

Yours faithfully,

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

Notes:

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

Format 7.12**PRELIMINARY ESTIMATE OF COST OF SOLAR PV POWER PROJECT**

(Disclaimer: It is clarified that the data submitted as part of this Format is for REMCL's records only, and will have no bearing on the SPD's claims against Change in Law or any other provisions of the PPA)

Project Capacity:MW

Location:

S. No	Particulars	Estimated Rate (in Lakh INR) (in figures)	Estimated Applicable Taxes (in %)	Estimated Total Cost (in Lakh INR) (in figures)
1.	PV Modules			
2.	Cost of BESS component			
3.	Land Cost			
4.	Civil and General Works			
5.	Mounting Structures			
6.	Power Conditioning Unit			
7.	Evacuation Cost up to Inter-connecting point (Cables and Transformers)			
8.	Preliminary and Pre-Operative Expenses including IDC and Contingency			
9.	Others (Please specify)			
10.	Total Project Cost			

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

Thanking you,

We remain,

Yours faithfully,

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

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

GENERAL

The Special Instructions (for e-Tendering) supplement 'Instructions to Bidders', as given in these RfS Documents. Submission of Online Bids is mandatory for this RfS.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *REMC Limited (REMCL)* has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the e-tendering portal of M/s Electronic Tender.com (India) Pvt. Limited <https://www.bharat-electronictender.com> through ISN-ETS. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

The sealed bid system would be followed by an 'e-Reverse Auction'

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Class III Digital Signing Certificate (DSC).
2. Register on ElectronicTender System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
 - a) Query to REMCL (Optional)
 - b) View response to queries posted by REMCL

8. Bid-Submission on ETS
9. Post-TOE clarification on ETS (optional)
10. Respond to REMCL Post-TOE queries
11. Participate in e-Reverse Auction if invited

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the ElectronicTender® portal <https://www.bharat-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/ portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact ISN-ETS Helpdesk (as given below), to get your registration accepted/ activated.

Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into the e-tendering Portal of ISN-ETS <https://www.bharat-electronictender.com>. If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

ISN-ETS/ Helpdesk	
Telephone/ Mobile	<i>Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)</i>
Email-ID	support@isn-ets.com [Please mark CC: support@electronic tender.com]

Some Bidding Related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts
 - Envelope I (Techno-commercial Bid)
 - Envelope II (Financial Bid)
- *Submission of digitally signed copy of Tender Documents/ Addendum*

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 24.1 of the RfS, failing which the technical bids will not be opened.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

Internet Connectivity

If bidders are unable to access ISN-ETS's e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted[®] functionality, the contents of both the 'ElectronicForms[®]' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the ElectronicForms® and the ‘Main-Bid’, the contents of the ElectronicForms® shall prevail.**

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the ‘Time Locked Electronic Key Box (EKB)’ after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid. The process of submission of this Pass-Phrase in the ‘Time Locked Electronic Key Box’ is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by REMCL.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to REMCL in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-Tendering Server/ Portal.

OTHER INSTRUCTIONS

For further instructions, the vendor should visit the home-page of the portal <https://www.bharat-electronictender.com>, and go to the **User-Guidance Center**

The help information provided through ‘ETS User-Guidance Center’ is available in three categories – Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

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

SEVEN CRITICAL DO’S AND DON’TS FOR BIDDERS

Specifically, for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.

2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)

Note: Bid-submission in ETS can consist of submission of multiple bid-components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid-components are successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, REMCL may ask for re-submission/ clarification for correct pass-phrase. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s). If bidder fails to submit correct pass-phrase immediately as requested by REMCL, the Bid Processing Fee and Cost of RfS Document, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by REMCL.
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission

Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

ADDITIONAL DOs AND DON'Ts FOR BIDDERS PARTICIPATING IN e-REVERSE AUCTION

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-Reverse Auction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.
5. During an e-auction, it is recommended that a bidder submits a bid well before the scheduled time of 'Date and Time of Closure of Reverse-Auction'. Submission of a bid near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the bidder's end, slow running of computer at bidder's end, nervousness of the bidder in the last few seconds, etc. This could lead to delay in submission of data from the bidder's computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of bid submission. Further, please note that a bid can be submitted even if the bidding-page has not been refreshed manually, or otherwise depending on the conditions of the e-auction.

Note: Successful receipt of Bid in an e-auction scenario takes place if the bid is successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

Pre-requisite for participation in bidding process

- Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.
- The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.
- A valid e-mail ID of the Organization/ Firm

Vendors Training Program

One day online training (10:00 to 17:00) is provided by ISN-ETS. Training is optional. In case, any bidder is interested, he may send a request to support@isn-ets.com. Vendors are

requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to the Internet.

TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), REMCL shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section-5 and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/ Amendments/ Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant REMCL guidelines, shall be initiated by REMCL.
7. The Bidder shall not divulge either his Bids or any other exclusive details of REMCL to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a) Although extension time is ‘8’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.
 - b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of REMCL, bid process, bid technology, bid documentation and bid details.
 - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
 - d) Technical and other non-commercial queries (not impacting price) can only be routed to the REMCL contact personnel indicated in the RfS document.
 - e) Order finalization and post order activities such issue of LOA, signing of PPA etc. would be transacted directly between successful bidder(s) and REMCL.

- f) LOA shall be placed outside the ETS e-portal & further processing of the LOA shall also be outside the system.
 - g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - A of the RfS document.
 - h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
 - i) REMCL will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
 - j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.
10. For access to the Reverse Auction site, the following URL is to be used:
<https://www.bharat-electronictender.com>.
11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section - 5 and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 Minutes
3.2	Automatic extension Time-Duration	08 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by REMCL on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by REMCL. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. REMCL shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/ no. of projects being auctioned, auction rules etc.

REMCL reserves the right to cancel/ reschedule/ extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

REMCL shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of REMCL shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.

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

The Project selected under the RfS shall strictly adhere to the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, as amended vide the Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment) Regulations, 2019, and subsequent amendments and clarifications.

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

1. SPV MODULES

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

Crystalline Silicon Solar Cell Modules	IEC 61215
Thin Film Modules	IEC 61646
Concentrator PV modules	IEC 62108

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

2. POWER CONDITIONERS/ INVERTERS

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

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

3. OTHER SUB-SYSTEMS/ COMPONENTS

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

4. AUTHORIZED TEST CENTRES

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

5. WARRANTY

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

6. IDENTIFICATION AND TRACEABILITY

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

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 250C)
- vi. Wattage, Im, Vm and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

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

7. PERFORMANCE MONITORING

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to Procurer/Buying Entity and MNRE or any other designated agency on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to Procurer/Buying Entity and MNRE or any other designated agency to the remote monitoring portal of the power plants on a 24x7 basis.

8. SAFE DISPOSAL OF SOLAR PV MODULES

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

9. CAPACITY OF SOLAR PV PROJECTS

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

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity	Maximum AC Capacity Limit at Delivery point
1	17 MW	17 MW	17 MW	17 MW

- ii) Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 4.4 "Right to Contracted Capacity & Energy" of the PPA is allowed.
- iii) Void
- iv) Provisions of Article 4.6.1 of the PPA with SPD shall apply for the capacity not commissioned by the scheduled commissioning date.
- v) If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA.

INSTALLATION REPORT

(to be provided by SPD and to be submitted at most 7 days prior to proposed date of commencement of power supply)

S. No.	Capacity of the Project (MW)	
	Capacity already commissioned (MW)	
	Capacity proposed to be commissioned (MW)	
I.	Technology used (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type)	
II.	Type of Tilt (Fixed Tilt/ Seasonal Tilt/ Tracking)	
III.	Rating of each module (Wp)	
IV.	Number of modules installed of each type (along with Serial Nos. of all the modules installed)	
V.	Make of Module(s) installed of each type (including name of the Supplier and country of origin)	
VI.	Number of PCUs / Inverters installed (along with Serial Nos. of all the PCUs/ Inverters installed)	
VII.	Make of the PCUs / Inverters (including name of supplier and country of origin)	
IX.	Rating of PCUs / Inverters	
X.	Date of installation of full capacity (as per capacity proposed to be commissioned)	
	PV arrays	
	PCUs / Inverters	
	Transformers	
	Capacity of the Project (MW)	
XI.	Details of BESS component (Technology, make, rating of each unit, number of units)	

FORMAT FOR PROJECT PROGRESS STATUS

Project Details	
Scheme	
Tender	
Name of SPD	
Project ID	
CEO Name	
Registered Office Address	
Contact Person's Name	
Contact Person's Number	
Project Location (Vill, Tehsil, Dist., State)	
Project Capacity (MW)	
Project location's Latitude	
Project location's Longitude	
Interconnection Point (SS & Voltage level)	
Financing Arrangement Status	
Estimated Project Cost (Crore Rs.)	
Source of Fund	
Loan Amount (Crore Rs.)	
Lending Agency	
Status of Loan	
Land Arrangement Status	
Total Land Requirement (Hectare)	
Type of Land (Govt./Pvt.)	
Land Acquired (Hectare)	
Mode of Land Acquisition (Govt. allotted/lease/buy)	
Target date of complete Land Acquisition	
Connectivity Status	
Connectivity application status	
Connectivity start date	
PV Modules' Supply Status	
Make, Model Number, Rating & Quantity	
Total Module requirement (MWp)	
Order Status with date of placing order	

Supply Status (quantity received at Site & Expected date of balance supply)	
Inverter Supply Status	
Make, Model Number, Rating & Quantity	
Order Status with date of placing order	
Supply Status (quantity received at Site & Expected date of balance supply)	
Power Transformer Supply Status	
Make, Model Number, Rating & Quantity	
Order Status with date of placing order	
Supply Status (quantity received at Site & Expected date of balance supply)	
WMS, SCADA & DC Cable	
Make & Supplier details	
Order Status with date of placing order	
Supply Status	
EPC Details (if any)	
Name & address of EPC	
EPC Contract status	
Plant Installation	
MMS installation (% completed & Expected timeline for 100 % completion)	
Module installation (% completed & Expected timeline for 100 % completion)	
Inverter installation (% completed & Expected timeline for 100 % completion)	
Main Control Room civil works (% completed & Expected timeline for 100 % completion)	
Pooling Substation (% completed & Expected timeline for 100 % completion)	
Transmission line Polling SSN to Delivery Point	
Tower Foundation (% completed & Expected timeline for 100 % completion)	
Tower Erection (% completed & Expected timeline for 100 % completion)	
TL Stringing (% completed & Expected timeline for 100 % completion)	

Delivery End Bay (% completed & Expected timeline for 100 % completion)	
Targeted Commissioning Date of Transmission Line (Pooling SSN to Delivery Point)	
CEIG Inspection & Approval	
Inspection and Approval status of PSS and transmission line (SSN to Delivery point)	
Inspection and Approval status of the Plant	
Commissioning Plan	
Targeted Project Readiness Date	
Targeted CEIG Certification Date	
Targeted Synchronization Date	
Targeted Commercial Operation Date	

SAFETY STANDARDS TO BE FOLLOWED FOR BATTERY ENERGY STORAGE SYSTEMS (AS APPLICABLE)

Battery Energy Storage Systems (BESS)

Standard/ Code (or equivalent Indian Standards)	Description	Certification Requirements
IEC 62485-2	Safety requirements for secondary batteries and battery installations - to meet requirements on safety aspects associated with the erection, use, inspection, maintenance and disposal: Applicable for Lead Acid and NiCd / NiMH batteries	Applicable only for Lead Acid and NiCd/NiMH batteries
UL 1642 or UL 1973, Appendix E (cell) or IEC 62619 (cell) + IEC 63056 (cell)	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Required for Cell
UL 1973 (battery) or (IEC 62619 (battery) + IEC 63056 (battery))	Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail (LER) Applications / Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Either UL 1642 or UL1973 or (IEC 62619 + IEC 63056) for the Battery level
IEC 62281 / UN 38.3	Safety of primary and secondary lithium cells and batteries during transport: Applicable for storage systems using Lithium Ion chemistries	Required for both Battery and Cell.
IEC 61850/ DNP3	Communications networks and management systems. (BESS control system communication)	
UL 9540 or (IEC TS 62933-5-1 + IEC 62933-5-2)	Electrical energy storage (EES) systems - Part 5-1: Safety considerations for grid-integrated EES systems – General specification / Standard for Energy Storage Systems and Equipment	Either UL9540 or (IEC 62933-5-1 + IEC 62933-5-2) is required for BESS system level
IEC 62933-2-1	Electrical energy storage (EES) systems - Part 2-1: Unit Parameters and testing methods - General Specification	Tests for Class B applications: 1. Duty Cycle Round Trip Efficiency Test 2. Equipment and Basic Function Test 3. Available energy Test 4. Insulation test

Power Conditioning Unit Standards for BESS	
IEC 62477-1	Safety requirements for power electronic converter systems and equipment - Part 1: General
IEC 62477-2	Safety requirements for power electronic converter systems and equipment - Part 2: Power electronic converters from 1000 V AC or 1500 V DC up to 36 kV AC or 54 kV DC
IEC 61000-6-2 Ed.2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments
IEC 61000-6-4 Ed.2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments
IEC 62116 Ed. 2	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures
IEC 60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold
IEC 60068-2-2:2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat
IEC 60068-2-14:2009	Environmental testing - Part 2-14: Tests - Test N: Change of temperature
IEC 60068-2-30:2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)

For other technologies being used in BESS, the Developer shall adhere to the relevant environmental and safety standards issued by Government of India from time to time.

**ILLUSTRATION FOR PENALTIES APPLICABLE AGAINST SHORTFALL IN
ENERGY SUPPLY**

For a Contracted Capacity- 17 MW;

Tariff payable to the SPD- Rs. 2.75/kWh;

and annual CUF committed by the bidder- 21%.

For this case, the BESS capacity by the bidder- 12.5 MW/50 MWh.

For a typical year (say 5th Contract Year), following is the supply of power during each month of that year:

Month	Energy Supplied by the SPD during hours other than Peak Hours (MUs)	Energy Supplied by the SPD in each month during Peak Hours (MUs)	Min. energy to be supplied in each month during Peak Hours (MUs) [= (0.7 x No. of days in the month x 1,00,000 kWh) / 10,00,000]	Shortfall in monthly energy supply during Peak Hours (MUs)
A	B	C	D	E= (D-C)
Jan	18	4.17	4.34	0.17
Feb*	16	4	3.92	-
Mar	18	4.27	4.34	0.07
Apr	17	4.2	4.2	-
May	18.5	5	4.34	-
Jun	16	4.10	4.2	0.10
Jul	15	4.4	4.34	-
Aug	7	4.4	4.34	-
Sep	8	4.6	4.2	-
Oct	16	4.17	4.34	0.17
Nov	15	4.2	4.2	-
Dec	15	4.4	4.34	-
Total	179.5	51.91		0.51

*Considering non-leap year

- (i) Penalty for shortfall in meeting min. annual CUF requirement, for hours other than Peak Hours:

Min. energy corresponding to min. annual CUF (-15% of committed CUF) to be supplied by the SPD = 186.2775 MUs;

Actual energy supplied by the SPD during hours other than Peak Hours = 179.5 MUs;

Applicable penalty = Rs. [1.5 x 2.75 x (186.2775-179.5) x 10,00,000] = Rs. 2.79571875 Crores.

(ii) Penalty for shortfall in supply of energy during Peak Hours:

- a. Penalty corresponding to monthly shortfall (payable monthly)-** will be levied for the months, in which the shortfall exceeds 30% of the energy requirement stipulated for Peak Hours. In this example, the penalty shall be levied for the months of January, March, June, and October.

Applicable penalty for the month of January = Rs. $[1.5 \times 2.75 \times 0.17 \times 10,00,000]$
= Rs. 7.0125 Lakhs

Applicable penalty for the month of March = Rs. $[1.5 \times 2.75 \times 0.07 \times 10,00,000]$ = Rs. 2.8875 Lakhs

Applicable penalty for the month of June = Rs. $[1.5 \times 2.75 \times 0.10 \times 10,00,000]$
= Rs. 4.125 Lakhs

Applicable penalty for the month of October = Rs. $[1.5 \times 2.75 \times 0.17 \times 10,00,000]$
= Rs. 7.0125 Lakhs

Thus, the total penalty applicable for the Contract Year for shortfall in monthly energy supply during Peak Hours for the Contract Year = Rs. $(7.0125 + 2.8875 + 4.125 + 7.0125)$ = Rs. 21.0375 Lakhs

b. Penalty corresponding to annual shortfall-

Min. energy to be supplied annually = $200000 \text{ kWh} \times 365 \times 0.85 = 62.05 \text{ MUs}$

Actual annual Energy supplied by the SPD = 51.91 MUs

Therefore, applicable penalty = Rs. $[1.5 \times 2.75 \times (62.05 - 51.91) \times 10,00,000]$ = Rs. 4.18275 Crores

Applicable Penalty for shortfall in supply of energy during Peak Hours for this Contract Year = Higher of the penalty corresponding to sum of monthly shortfall for the Contract Year and the penalty corresponding to annual shortfall in the Contract Year = Rs. 4.18275 Crores.

Therefore, **total penalty payable by the SPD for this Contract Year** = The sum of penalty for shortfall in meeting min. annual CUF requirement (for hours other than Peak Hours) and Penalty for shortfall in supply of energy during Peak Hours = Rs. $(2.79571875 + 4.18275)$ Crores = Rs. 6.97846875 Crores.

COMMISSIONING PROCEDURE

Commissioning Procedure for the Project selected under the RfS shall be intimated by REMCL/ Buying Entity in due course of time.

CHECKLIST FOR BANK GUARANTEES/INSURANCE SURETY BOND

Sl. no.	Details of Checks	Yes/ No
1.	Is the BG/Insurance Surety Bond on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp Paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG/Insurance Surety Bond and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4.	Has the executing Officer of BG/Insurance Surety Bond indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
5.	Is each page of BG/Insurance Surety Bond duly signed/ initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank/Insurer as required in the prescribed proforma?	
6.	Do the Bank Guarantees/Insurance Surety Bond compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	Are the factual details such as Bid Document No./Specification No./LOA No.(if applicable)/Amount of BG/Insurance Surety Bond and Validity of BG/Insurance Surety Bond correctly mentioned in the BG/Insurance Surety Bond	
8.	Whether overwriting/cutting, if any, on the BG/Insurance Surety Bond have been properly authenticated under signature & seal of executant?	
9.	Whether the BG/Insurance Surety Bond has been issued by a Bank/Insurer in line with the provisions of Bidding documents?	
10.	In case BG/Insurance Surety Bond has been issued by a Bank other than those specified in Bidding Document, is the BG/Insurance Surety Bond confirmed by a Bank/Insurer in India acceptable as per Bidding documents?	

Annexure – I

CHECKLIST FOR FINANCIAL CLOSURE

(To be signed by the Authorized signatory of the SPD)
(RfS No. _____ dated _____)

Last Date for submission of documents related to Financial Closure – _____
(The date as on 6 months prior to the SCSD/ extended SCSD)

Project Company Name _____

Project ID:- _____

LOA No. - _____ Dtd. - _____

Effective Date of PPA - _____

Scheduled Commissioning Date: - _____

1.0 Financial Closure - (Section 3 SCC, Clause 21 of the RfS, including subsequent amendments & clarifications)

Details	Presently given in PPA
(1)	(2)
Location	
Technology	
Certificate from all financial institutions	In case of tie up through Bank / Financial Institutions: - Document from Bank / Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (to be enclosed as Annexure-I). In case of Internal Resources: - Copy of Board Resolution, Audited/Certified Balance sheet, Profit & Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company) (to be enclosed as Annexure-I). <i>Performa for the cases where funding will be from Company other than Project Company is at 'A-I'.</i>

Note:-

- (i) Copy of Final Detailed Project Report (DPR) is to be enclosed as **Annexure – II A**.
- (ii) Undertaking by the Project Company that all Consents, clearances and permits required for supply of Power to Buying entity as per the terms of PPA have been obtained is to be enclosed as **Annexure – II B**.

2.0 Copy of Agreement/ MOU entered into / Purchase Order with acceptance, for the supply of Plants and Equipment(to be enclosed as **Annexure-III**)

3.0 Technical Parameters of the Project (Section-IV, Cl. 4.2 of the RfS)

3.0.1 Certificate from Project Company that Technical specifications and directives given in Annexure-A of the RfS will be adhered to (to be enclosed as **Annexure-IV A**)

3.0.2 Proposed Project configuration as part of DPR of the Project (to be enclosed as **Annexure-IV B**)

4.0 Ownership of the RPD: Latest Shareholding Pattern of the Project Company (including Compulsorily Convertible Debentures (CCDs), Compulsorily Convertible Preferential Shares (CCPS) of the Project Company certified by Chartered Accountant (to be enclosed as **Annexure V A**)

Shareholding pattern is not required to be submitted by a Listed Company.

Note: Declaration of Shareholding Pattern of the Project Company is to be submitted to REMCL on monthly basis, i.e., by the 10th day of every month for shareholding status of the Company upto the end of the previous month, till 3 years from the date of commissioning of the project.

5.0 The above checklist is to facilitate financial closure of projects. For any interpretation the respective provision of RfS / PPA shall prevail.

Performa 'A-1'

For cases where funding will be from a Company other than Project Company

Board Resolution from _____(Name of the Company from where the required funding will be raised)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON _____ AT THE REGISTERED OFFICE OF THE COMPANY

RESOLVED that approval of the Board be and is hereby accorded to the company extending unconditional and full financial support whether by way of equity, debt, or a combination thereof, towards meeting the full project cost of Rs. _____ (in words and figures) to M/s _____ (Name of Project Company), a company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office at _____ which was selected by REMC Limited (REMCL) to develop the.....MW Solar Power Project (Project ID.....), for generation and sale of Solar power under the RfS No. _____ in respect of which Power Purchase Agreement (PPA) was signed between Buying Entity and _____ (Name of Project Company). Funds will be released for the project as per the request of _____ (Name of Project Company) to meet the financial requirement for the said Project.

Board Resolution from _____(Project Company)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON _____ AT THE REGISTERED OFFICE OF THE COMPANY

RESOLVED that approval of the Board be and is hereby accorded to the Company which was selected by REMC Limited (REMCL) to develop the.....MW Solar Power Project (Project ID.....), for generation and sale of Solar power under the RfS No. _____ in respect of which Power Purchase Agreement (PPA) was signed between Buying Entity and the Company, to request and undertake to accept unconditional and full financial support and getting release of funds for project as per requirement from the Company i.e. _____, a Company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office at _____ whether by way of equity, debt, or a combination thereof for meeting the financial requirements of the project being developed by the Project Company.

Further Resolved that in the event the Company i.e. _____, agrees to extend full financial support as sought above, Sh. _____, Director, Sh. _____, Director.... be and are hereby severally or collectively authorized to accept any terms and conditions that may be imposed by _____ (Name of the Company), for extending such support and that they are also severally or collectively authorized to sign such documents, writings as may be necessary in this connection.

INTEGRITY PACT

(The scanned version of the format, duly signed by REMCL's authorized signatory, is available on the ETS portal as addendum to the RfS. Bidders are required to submit signed and scanned copy of the document available on ETS portal)

Note: Bidder shall ensure signing all the pages of the Integrity Pact & its agreement.

Annexure-K

Land Details

Location of Land parcel	Zonal Railway / Division	State	Area (Acre) (approx.)	Tentative Solar potential (MW) + BESS (MWh)	Nearest Connectivity (Tentative)	Geographical coordinates (Lat-Long)
Dahod- Land near Filter Plant	WR/ Ratlam	Gujarat	80	17 MW (AC)/20 MWp (DC) alongwith BESS Discharge capacity of 12.5 MW / 50 MWh	STU GETCO 132/33 kV S/S near Dahod is at a distance of approx.3 km from site.	22.838035N , 74.232813E

