



REMC Limited

**[Formerly known as Railway Energy Management Co. Ltd. (REMCL)]
(A Joint Venture (JV) company of Ministry of Railways and RITES Ltd)**

**8th Floor, PNB Building, 7, Bhikaji Cama Place,
New Delhi-110066(India)
E mail: remcl@rites.com
Website: www.remcltd.com**

Request for Selection (RfS) Document

For

**Selection of Project Developers for Supply of 1000 MW of
Round-the-Clock (RTC) Power from Grid-Connected
Renewable Energy (RE) Power Projects with or without Storage**

Tender Search Code on ISN-ETS: REMCL-2025-TN000005

RfS No. [REMCL/CO/PP/P-91/RTC/1000 MW/2025](#)

Date: 24.07.2025

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DISCLAIMER

1. 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).
2. REMC Limited (REMCL) reserves the right to modify, amend or supplement this document.
3. 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.

Place: New Delhi
Date:24.07.2025

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	1. Selection of Project Developers for Supply of 1000 MW of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects, with or without Storage 2. Land and Connectivity shall be in the scope of the Project Developer.				
(B)	RfS NO. & DATE	REMCL/CO/PP/P-91/RTC/1000MW/2025 Dated :24.07.2025				
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">SINGLE BID SYSTEM</td><td style="text-align: center;"><input type="text"/></td></tr> <tr> <td style="text-align: center;">TWO BID SYSTEM</td><td style="text-align: center;"><input type="text" value="Yes"/></td></tr> </table>	SINGLE BID SYSTEM	<input type="text"/>	TWO BID SYSTEM	<input type="text" value="Yes"/>
SINGLE BID SYSTEM	<input type="text"/>					
TWO BID SYSTEM	<input type="text" value="Yes"/>					
(D)	TYPE OF RfS/ TENDER	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">E-TENDER</td><td style="text-align: center;"><input type="text" value="Yes"/></td></tr> <tr> <td style="text-align: center;">MANUAL</td><td style="text-align: center;"><input type="text"/></td></tr> </table>	E-TENDER	<input type="text" value="Yes"/>	MANUAL	<input type="text"/>
E-TENDER	<input type="text" value="Yes"/>					
MANUAL	<input type="text"/>					
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Document				

(F)	<div>DOCUMENT COST OF DOCUMENT (NON-REFUNDABLE)</div> <div>FEE/ OF RfS</div>	<table><tr><td>APPLICABLE</td><td><div>Yes</div></td></tr><tr><td>NOT APPLICABLE</td><td><div></div></td></tr></table> <p>Amount: INR 29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST 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)</p>	APPLICABLE	<div>Yes</div>	NOT APPLICABLE	<div></div>
APPLICABLE	<div>Yes</div>					
NOT APPLICABLE	<div></div>					
(G)	<div>BID PROCESSING FEE</div>	<table><tr><td>APPLICABLE</td><td><div>Yes</div></td></tr><tr><td>NOT APPLICABLE</td><td><div></div></td></tr></table> <p>Rs. 10 Lakh + 18% GST for each Project, 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).</p>	APPLICABLE	<div>Yes</div>	NOT APPLICABLE	<div></div>
APPLICABLE	<div>Yes</div>					
NOT APPLICABLE	<div></div>					
(H)	<div>EARNEST MONEY DEPOSIT (EMD)</div>	<table><tr><td>APPLICABLE</td><td><div>Yes</div></td></tr><tr><td>NOT APPLICABLE</td><td><div></div></td></tr></table> <p>Bid Security (EMD) amounting INR 9.80 Lakh (Nine Lakh Eighty Thousand) per MW to be submitted in the form of Bank Guarantee/Insurance Surety Bond along with response to RfS.</p>	APPLICABLE	<div>Yes</div>	NOT APPLICABLE	<div></div>
APPLICABLE	<div>Yes</div>					
NOT APPLICABLE	<div></div>					
(I)	<div>PERFORMANCE BANK GUARANTEE</div>	<table><tr><td>APPLICABLE</td><td><div>Yes</div></td></tr><tr><td>NOT APPLICABLE</td><td><div></div></td></tr></table>	APPLICABLE	<div>Yes</div>	NOT APPLICABLE	<div></div>
APPLICABLE	<div>Yes</div>					
NOT APPLICABLE	<div></div>					
(J)	<div>DATE, TIME & VENUE OF PRE-BID MEETING</div>	<p>Shall be notified in due course on ISN-ETS portal</p>				

(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)	CEO, REMC Limited 8th Floor, PNB Building, 7, Bhikaji Cama Place, New Delhi-110066 Email : remcl@rites.com
(P)	Details of persons to be contacted in case of any assistance required	1) Sh. Bhupender Singh Bodh Chief Executive Officer (CEO) 2) Sh. Manish Tiwari General Manager (GM) 3) Sh. Manivishnu M, Manager

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 RFS AND PPA DOCUMENT	D
2.	LAST DATE OF RECEIVING QUERIES	D+10
3.	DATE, TIME & VENUE OF PRE-BID MEETING	D+15
4.	TENTATIVE DATE OF RESPONSE BY REMC LTD. TO QUERIES	D+20
5.	LAST DATE OF SALE OF BID DOCUMENT	D+28
6.	RfS BID-SUBMISSION DEADLINE (ONLINE)	D+30 AT 14:00 HRS
7.	RfS BID-SUBMISSION DEADLINE (OFFLINE)	D+32 AT 14:00 HRS
8.	TECHNICAL BID OF RFS OPENING DATE AND TIME (BID DUE DATE)	D+32 AT 14:30 HRS
9.	EVALUATION OF TECHNICAL BIDS	-
10.	FINANCIAL BID OF RFS OPENING DATE AND TIME	TO BE INTIMATE LATER
11.	E-REVERSE AUCTION	

12.	ISSUANCE OF LETTER OF INTENT (LOI)	180 DAYS FROM BID DUE DATE (i.e from Offline Bid submission date)
13.	SIGNING OF PPA	
14.	VALIDITY OF BID	

1. Bids must be submitted strictly in accordance with Section-3, Instructions to Bidders (ITB) depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet. The IFB is an integral and inseparable part of the RfS document.
2. Bidder(s) 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) 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> 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 only will be available from <https://www.bharat-electronictender.com>



SECTION- I

DEFINITIONS OF TERMS

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

1. **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
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;
3. **"APPLICABLE TARIFF"** means the quoted single part tariff, which shall be quoted for each year for 25 years of term of the PPA, subject to the condition that tariff for a particular year is not less than tariff of previous year.
4. **"APPROPRIATE COMMISSION"** unless otherwise stated or the context requires, Appropriate Commission shall mean Central Electricity Regulatory Commission;
5. **"AVAILABILITY"** shall mean as defined in the PPA;
6. **"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 as part of its response to the RfS issued by REMCL.
7. **"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;
8. **"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;
9. **"BID CAPACITY"** shall mean aggregate project capacity of the RE Power Project(s) with or without Storage;
10. **"BUYING ENTITY"** shall mean the nominated Zonal Railway for signing the PPA with the successful Bidder(s).

11. **“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;
12. **“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;
13. **“COMMERCIAL OPERATION DATE (COD)”** shall mean the date as defined in Clause no. 3.17, Instructions to Bidders (ITB) of RfS Documents;
14. **“CONTRACTED CAPACITY”** shall mean the AC capacity in MW contracted with Buying Entity for supply by the RPD to Buying Entity at the Delivery Point from the Project, based on which the PPA is executed with Buying Entity;
15. **“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:
 - (a) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date 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
 - (b) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;
16. **“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;
17. **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid-up share capital in the Company/ Consortium;
18. **“CENTRAL TRANSMISSION UTILITY (CTU)”** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003;
19. **“DAY”** shall mean calendar day;
20. **“EFFECTIVE DATE”** shall mean the date of Signing of Power Purchase Agreement (PPA);

21. **“ENERGY STORAGE SYSTEMS” or “ESS”** shall mean the system(s) installed in addition to the RE power capacity as part of the Project, that can capture energy produced at onetime for use at a later time;
22. **“EQUITY”** as defined in Companies Act, 2013
23. **“FINANCIAL CLOSURE” or “PROJECT FINANCING ARRANGEMENTS”** means arrangement of necessary funds by the RPD towards 100% Project Cost either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance;
24. **“GROUP COMPANY”** of a Company means
- (a) a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
 - (b) a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
 - (c) 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;
 - (d) 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;
 - (e) 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 a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company (NBFC), and any mutual fund, pension funds and sovereign funds 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;

25. **“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall mean a single point or multiple points at 220kV or above, where the power from the Project is injected into the identified ISTS Substation (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the RPDs 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.

26. **“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);
27. **“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 03 (Three) years after the Commercial Operation Date (COD) of the Project;

28. **“LETTER OF AWARD” or “LOA”** shall mean the letter issued by REMCL to the selected Bidder for award of the Project;
29. **“LIMITED LIABILITY PARTNERSHIP” or “LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;
30. **“LLC”** shall mean Limited Liability Company;
31. **“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;
32. **“MONTH”** shall mean calendar month;
33. **“NET-WORTH”** shall mean the Net-Worth as defined under Section 2 of the Companies Act, 2013;
34. **“NON RE POWER”** Power from other than Renewable sources as defined in Sr.40.
35. **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Chapter IV of the Companies Act, 2013;
36. **“PARENT COMPANY”** shall mean a Company, which holds more than 50% voting rights and paidup share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;
37. **“POOLING SUBSTATION/ POOLING POINT”** shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the RPD(s) to get connected to the ISTS substation. The voltage level for such common line shall be 220 kV or above. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. However, the voltage level of transmission system of individual projects up to the pooling

substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.

- 38. **“PGCIL” or “POWERGRID”** shall mean Powergrid Corporation of India Limited;
- 39. **“PPA”** shall mean the Power Purchase Agreement signed between the Selected bidder and Buying entity according to the terms and conditions of the standard PPA enclosed with this RfS;
- 40. **“PROJECT OR RENEWABLE ENERGY (RE) POWER PROJECT”** shall mean the renewable energy generation facility, comprising of all renewable energy technologies, as recognised by MNRE, or a combination thereof, for supply of RE power, including ESS, if any, having single or multiple point(s) of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering. The Project shall include all renewable sources, auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, dedicated 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 Buying Entity. However, it may be noted that the sources of generation and ESS, if any, may be co-located, or may be located at different locations, to be considered a single Project. However, it is clarified that ESS charged using a source other than RE power would not qualify as RE power. In case of power being injected from the ESS at a location different than that of the RE components, applicable transmission charges and losses for transmission of power to such ESS, if any, will be borne by the RPD.

It is clarified that, in case of ESS/PSP Projects catering to multiple buyers, separate control systems and metering may not be required due to the nature of technology. However, it will be the responsibility of RPD to provide necessary documentation to prove the source of power used for charging the ESS.

- 41. **“PROJECT CAPACITY”** shall mean the maximum AC capacity at the delivery point that can be scheduled from the project.
- 42. **“PROJECT COMMISSIONING”**: The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/ PPA;
- 43. **“PROJECT DEVELOPER” or “DEVELOPER” or “RE POWER DEVELOPER (RPD)”** 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 Project and signing of PPA with Buying Entity. The term “RPD” shall also refer to a generator and supplier of RE Power complemented with power from any other source, in Round-The-Clock manner;

44. **“PROJECT LOCATION”** shall mean the area identified by the RPD, comprising village(s), Tehsil(s)/Taluk(s), District(s) and State(s), where the Project components are being implemented;
45. **“REMCL”** shall mean REMC Limited, a JV company of Ministry of Railways & RITES Ltd. earlier known as Railway Energy Management Company Limited (REMCL).
46. **“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/PP/P-91/RTC/1000MW/2025 dated.....;
47. **“ROUND-THE-CLOCK” or “RTC”** shall mean the 24-hour period of the day during which, the energy as per Contracted Capacity shall be supplied by the RPD;
48. **“SCHEDULED COMMISSIONING DATE” or “SCD”** shall be the date as indicated in Clause no 3.16.1(a) of the RfS;
49. **“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;
50. **“STATE TRANSMISSION UTILITY” or “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;
51. **“TOE”** shall mean Tender Opening Event.
52. **“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;
53. **“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;
54. **“WEEK”** shall mean calendar week beginning Monday;



SECTION- II

INVITATION

FOR BIDS (IFB)

**INVITATION FOR BIDS (IFB)
FOR
Selection of Project Developers for Supply of 1000 MW of Round-the-Clock (RTC)
Power from Grid-Connected Renewable Energy (RE) Power Projects with or without
Storage**

**(SINGLE STAGE TWO ENVELOPE BIDDING)
under e-Tendering**

- 2.1 REMC Ltd formerly known as “RAILWAY ENERGY MANAGEMENT COMPANY LIMITED” is a Joint Venture (JV) company of Ministry of Railways (49%) and RITES Ltd. (51%), hereinafter referred to as “REMCL”, having its registered office at 8th Floor, PNB Building, 7, Bhikaji Cama Place, New Delhi-110066. Ministry of Railways has designated REMC Ltd as Nodal Agency of Indian Railways for implementation of Renewable Energy Projects.
- 2.2 Indian Railways is a Renewable Energy Implementing Agency (REIA) under CERC (Connectivity and General Network Access to the Inter-State Transmission System), Regulations.

Indian Railways is a Deemed Distribution Licensee under Proviso three to Section-14 of Electricity Act, 2003 and is availing traction power in 11 states covering 14 areas (i.e Maharashtra, Gujarat, Madhya Pradesh, Rajasthan, Delhi, Haryana, UP-STU, Punjab, UP-ISTS, Bihar, Bihar-ISTS, Jharkhand, DVC Control area and Karnataka) and further it may get Open Access in other states also. Indian Railway has target of Mission Net-Zero Carbon emission by 2030. Accordingly, Indian Railways planning to procure RE power to fulfil its energy need as policy initiative.

In view of Hon’ble APTEL’s order dated 12.02.2024, it is mentioned that CERC vide its Order dated 05.11.2015, pronounced that Indian Railways is a Deemed Distribution Licensee. Since then, the matter was sub-judice before Hon’ble APTEL, as challenged by WBSEDCL and other State Power Utilities. Recently, Hon’ble APTEL vide its above-mentioned order has held that Indian Railways is not a Deemed Distribution Licensee and is required to pay cross subsidy surcharge and additional surcharge, if it procures electricity from sources other than the distribution licensee of the area. Railways has already filed a Civil Appeal on 15.03.2024 against the subject order before Hon’ble Supreme court and as such the issue is yet to attain finality.

It is also pertinent to mention that Ministry of Power, Nodal Ministry for administration of Electricity Act, in consultation with Deptt. of Legal affairs had earlier issued clarification regarding Deemed Licensee status of Indian Railways vide its letter dated 06.05.2014. Same was further reiterated by Ministry of Power vide its letter dated 03.04.2023.

- 2.3 Ministry of Power (MoP) has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Round-The Clock Power from Grid Connected Renewable Energy Power Projects complemented with Power from coal Based Thermal Power Projects” vide Gazette Resolution dated 22.07.2020. These Guidelines are being issued under section 63 of the Act to enable procurement of Round-The-Clock (RTC) power by DISCOMs from grid-connected Renewable Energy (RE) power projects, complemented/balanced with power from any other source, through tariff based competitive

bidding process. The RfS document including PPA, is approved by Ministry of Railways and has been broadly prepared in line with the above Guidelines issued by MoP dated 22.07.2020, including subsequent amendments and clarifications, duly incorporating requirements for Railway load pattern and its target of Mission net zero carbon emission by 2030.

- 2.4 In the above backdrop, Indian Railways is planning to procure RTC power from Grid-Connected Renewable Energy (RE) Power Projects with or without Storage.
- 2.5 REMC Ltd. for & on behalf of Ministry of Railways invites eligible Bidders to participate in the bidding process for “Selection of Project Developers for Supply of 1000 MW of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects with or without Storage.” Here, REMCL shall be an Authorised Representative of Indian Railway for conducting the bid process. After completion of the bid process, Buying entity shall enter into a Power Purchase Agreement (PPA) with the successful Bidder selected based on this RfS for purchase of RTC Power for a period of 25 years based on the terms, conditions and provisions of the RfS.
- 2.6 The bidding process will be a single stage two packet centralized bidding process carried out by REMC Ltd. on behalf of Buying entity. The bid document comprises of RfS and PPA. The bidders will submit one bid package comprising of the technical and financial qualification with supporting documents corresponding to the requirements of Request for Selection (RfS) on e-bidding portal on or before the Bid due date.
- 2.7 Power procured by Buying entity from the above Projects has been provisioned to be availed in different states where Railways is availing power under Open Access. The details of states where power shall be availed from the project shall be intimated at a later date. Buying Entity shall at its own discretion be entitled to alter the states, as per requirement, where power is planned to be availed from RPD.

OVERVIEW OF THE RfS

- 2.8 The Bidder (hereinafter referred to as RPDs) selected by REMCL based on this RfS, shall set up RE Power Projects on Build Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). PPA formats can be downloaded from ISN-ETS portal <https://www.bharat-electronictender.com>.
- 2.9 Buying Entity shall enter into PPA with successful RPDs 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 RPD 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.

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 or 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 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.

- 2.10 **Under the RfS, the minimum bid capacity shall be 100 MW.** The RPD shall supply RE Power complemented with dispatchable power from any other source/capacity/component, in Round-the-Clock manner, keeping availability as stated below:

Parameter	Minimum Requirement (%)
Annual Availability of the project (for the first three contract years)	75%
Annual Availability of the project (for the rest of the contract years)	85%
Time-Block wise Availability (for the entire contract tenure)	50%

The supply shall also include energy offered from the storage system, provided RE sources were used to store energy in the storage system. In this regard, RPD shall provide necessary documentary evidence to ascertain the source of energy used for the storage system, as and when required by the Buying Entity.

(Provisions in the RfS pertaining to min. bid capacity has been kept as 100 MW. Accordingly, Provisions in the RfS pertaining to min. bid capacity will be read in line with the above. Provisions/formats contrary to the above provisions hereby stand deleted).

- 2.11 If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of one year after COD), 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.

SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS RFS

- 2.12 The Projects to be selected under this RfS for an aggregate capacity of 1000 MW to be installed any wherever in India, provide for deployment of Renewable Power Project on Build-Own-Operate Basis. However, the selection of projects would be technology agnostic within the classification of "Renewable energy sources" as defined by MNRE, along with energy storage systems, if any. Only commercially established and operational technologies may be used, to minimize the technology risk and to achieve the timely commissioning of the Projects. For setting up the RE Projects, the RPD shall strictly adhere to the applicable Policies of the Govt. (wherever applicable), where the Project is located.
- 2.13 Bidders are allowed to form Consortia under the RfS.

- 2.14 The RPD shall set-up RE Generating system(s) with or without ESS (Energy Storage system) for supply of RE Power in order to meet the commitment of RTC supply. It is hereby clarified that ESS, if any may be constituted as part of the project OR may be tied-up with third party separately, by the RPD. However, it is clarified that ESS power supplied for this project should be from RE source.
- 2.15 Projects under construction, projects which are not yet commissioned and projects already commissioned but do not have any long term PPA with any agency and selling power on short term or merchant plant basis will also be considered, in case these projects are not already accepted under any other Central or State Schemes and do not have any obligations towards existing buyers.

GENERAL

- 2.16 The complete RfS Documents are available at ISN-ETS portal <https://www.bharat-electronictender.com>. Interested bidders shall download the RfS Documents from the portal <https://www.bharat-electronictender.com> as per the provisions available therein.
- 2.17 Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> 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 portal namely <https://www.bharat-electronictender.com> (*hereinafter referred to as the '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 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 Section II - ITB of the Bidding Documents.

- 2.18 While submitting/ uploading the bids, the system through portal asks to key in the passphrase for encryption of the documents. The passphrase is required by REMCL for opening the bids (Separate for both First Envelopes as well as Second Envelopes). **The same may be submitted on the portal as per the provisions existing for submission of the passphrase and as per the details given in ITB.**

In the event of not opening of the bid with the passphrase provided by the bidder, REMCL on its discretion may give an option through the portal, to the bidder to open its bid as per provisions available on the portal. However, REMCL shall not be responsible if bid could not be opened within reasonable time for whatsoever reason. In such a case, the bid shall be sent unopened to 'Archive' on the portal and shall not be considered at all any further.

- 2.19 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 ITB/ BDS and the contract shall be executed as per the provisions of the Contract. The respective rights of REMCL and the Bidder/ RPD shall be governed by the RfS Documents/ Contract signed between REMCL and the RPD for the package.
- 2.20 Bidders should submit their bid proposal online 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.
- 2.21 Bidder shall submit bid proposal along with non-refundable RfS Document Fees and Bid Processing Fees, Earnest Money Deposit(EMD) complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in online presence of authorised representatives of bidders who wish to be present online. Bid proposals received without the prescribed Document Fees, Bid Processing Fees and EMD will be rejected. In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.
- 2.22 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ISN-ETS Portal (<https://www.bharat-electronictender.com>). **It is mandatory to download official copy of RfS Document from Electronic Tender System (ISN-ETS) Portal to participate in the Tender.** 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. **However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.**
- 2.23 The detailed Qualifying Requirements (QR) are given in Section-IV of RfS.
- 2.24 REMCL shall conduct e-Reverse Auction (e-RA), as per provisions of RfS documents.
- 2.25 **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.**

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.

2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. 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.
5. The table of contents and any headings or subheadings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.



SECTION-III

INSTRUCTIONS TO BIDDERS (ITB)

Preamble

This part (Section - III) of the RfS Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of REMCL. It also provides information on bid submission and uploading the bid on portal <https://www.bharat-electronictender.com>, bid opening, evaluation and on contract award. This Section (Section III) contains provisions that are to be used unchanged unless consists of provisions that supplement, amend, or specify in detail, information or requirements included in RfS and that are specific to each procurement, states otherwise.

Bidders may note that the respective rights of REMCL and Bidders/RPDs shall be governed by the RfS Documents/Contracts signed between REMCL and the Bidders/RPDs.

Further in all matters arising out of the provisions of this Section - III and the RfS Documents, the laws of India shall be the governing laws subject to regulatory and adjudicatory jurisdiction of the Central Electricity Regulatory Commission and courts of New Delhi shall have exclusive jurisdiction.

3.1 OBTAINING RfS DOCUMENTS

The RfS document can be downloaded from the website of M/s Electronic Tender.com (India) Pvt. Limited <https://www.bharat-electronictender.com>.

Note: Interested bidders 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 - C). The bidder shall be eligible to submit/ upload the bid document only after logging into the ISN-ETS portal and downloading the official copy of RfS.

3.2 COST OF DOCUMENTS & PROCESSING FEES

Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable processing fee as mentioned in the Bid Information Sheet. A bidding Company/ Consortium will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. In case the Bidder chooses to submit the amounts pertaining to Cost of RfS document and Bid Processing Fee through NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission.

The bank details of REMCL are as follows:

Axis Bank
A/c. No. 913020000871191,
IFSC Code- UTIB0000131,
Branch- DLF, GURGAON

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

MSEs (Micro and Small Enterprises) having valid UDYAM registration as on the last date of bid submission only are exempted from submission of Cost of the RfS document, Bid Processing Fee & Earnest Money Deposit (MD). 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.

3.3 TOTAL CAPACITY OFFERED

- 3.3.1 Selection of RE Power Projects for total capacity of **1000 MW** will be carried out through tariff based competitive bidding process followed by e-Reverse Auction process. The Projects may be setup anywhere in India.

3.3.2 Interested Bidders are required to participate in the Request for Selection (RfS) for installation of ISTS-Connected RE Power Projects on Build-Own-Operate (B-O-O) basis under the scheme.

3.3.3 RTC power configuration

- (a) RE Projects are required to be designed for inter-connection with the ISTS substation at voltage level of 220kV or above.
- (b) The RfS has been issued for procurement of power for “Contracted Capacity” of 1000 MW, which corresponds to RTC power from RE Projects with or without storage in India.
- (c) The capacity (in MW) quoted by the Bidders in the Covering Letter (and the LoA issued by REMCL) shall mean “Contracted Capacity”.
- (d) For a Contracted Capacity of 1000 MW (for eg.), the “Project Capacity” can be more than Contracted Capacity, i.e.1000 MW. Project Capacity shall mean rated AC capacities of RE components/ESS as declared to be installed under the PPA. It is to be noted that at the time of commissioning, installation of the above rated capacity of RE components/ESS as declared in the PPA, will be verified by the Commissioning Committee.
- (e) A “Project” under the RfS and PPA refers to the “RE Project” which forms part of the RTC configuration declared under the PPA.
- (f) Thus, a possible configuration of “RTC configuration” against a Contracted Capacity of 1000 MW could be:

Solar PV component: 1000MW
Wind Power component: 2500MW

This forms the “Project” or “RE Project” as defined in the RfS and PPA

- (g) As evident above, an “RTC configuration” therefore, comprises “RE Project” with or without Storage under this RfS and PPA.

(Important Note: In case of discrepancies with respect to the meaning of the terms as illustrated above, with usage of the above terms in other clauses of the RfS, the above clauses, i.e. Cl. 3.3.3 (a)-(g), Section-III of the RfS shall prevail).

- (h) The RTC configuration will be submitted by the bidder at the time of bid submission. Bidder, can revise RTC configuration or change location of the RE Project(s) and submit within twelve (12) months subsequent to signing of PPA i.e., six months prior to financial closure. However, this shall be at the sole risk and cost of RPD and he shall not be entitled for extension in SCOD on this ground.

Subsequently, the change in the rated capacities of the RE and ESS components is not envisaged. However, the buying entity, at its sole discretion, may allow change in rated capacities of RE and ESS components during the term of PPA in line with Clause 4.3.1 of PPA. Moreover, the RPD is allowed to increase/install additional RE generating capacity and/or Energy storage System (ESS) beyond SCD for the purpose of repowering and/or increase the quantum of Renewable Energy beyond the level initially committed. In case

the rated capacities of the RE components are increased subsequent to the above deadline/beyond SCD and such addition of RE Capacity leads to any additional transmission/other charges upon Procurer, as per the applicable regulations, then such additional transmission/other charges shall be borne by the RPD.

3.4 PROJECT LOCATION

The Projects can be located anywhere in India. The RE generation components, along with ESS installed, if any, may be located anywhere – maybe co-located or located at different locations. The different components of RTC power i.e. solar, wind and hydro etc. can be connected with ISTS network at different ISTS sub-stations.

3.5 PROJECT SCOPE & TECHNOLOGY SELECTION

Under this RfS, the RPD shall set up RE Power Project with or without Storage, including the dedicated 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 dedicated transmission network up to interconnection/ delivery point (including connectivity) including those required from State Government and local bodies shall be in the scope of the RPD.

3.6 ELIGIBILITY FOR CONTRACTED CAPACITY ALLOCATION FOR A BIDDER

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

- (a) A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company should submit a single bid for any quantum between (and including) **100 MW** to **1000 MW**, in the prescribed formats.

Note: *In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.*

- (b) The maximum capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall not be more than **1000 MW**.
- (c) The evaluation of bids shall be carried out as described in Section-V of RfS. The methodology for Allocation of Projects is elaborated in Section-V of RfS.
- (d) Subject to the exception provided in 3.6.(a) above, multiple bids from companies including Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by such companies invalid.

3.7 CONNECTIVITY WITH THE GRID AND GENERAL NETWORK ACCESS (GNA)

- 3.7.1 The Project should be designed for interconnection with the ISTS in accordance with the prevailing CERC regulations in this regard. For interconnection with the grid and metering, the RPD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage for interconnection at the ISTS shall be 220 KV. RE components of RTC power i.e all RE sources of power, and their combination with ESS, can be connected with CTU at different ISTS sub-stations.
- 3.7.2 The Bidders are free to choose the ISTS substations for Interconnection of the Project to the grid on a pan-India basis from the available margin in existing substations and in line with clause 3.7.10 below.
- 3.7.3 As intimated above, the responsibility of getting the transmission connectivity shall entirely be the RPD and shall be at the cost of the RPD. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the RPD at his own cost. In case an RPD is required to use InSTS to bring RE power at ISTS point, he 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 RPD, to be undertaken entirely at its cost and expense.
- 3.7.4 The arrangement of connectivity can be made by the RPD through a dedicated transmission line upto the Interconnection Point. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the project up to and including at the interconnection point will be borne by the RPD. The maintenance of Transmission system up to the Inter-connection Point shall be the responsibility of the RPD, to be undertaken entirely at its cost and expense. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by the Buying. Arrangements shall be put in place prior to commissioning of project as regards the methodology for billing these expenses directly to the Buying Entity.
- 3.7.5 The transmission connectivity to the RPD may be provided by the CTU/STU, as the case may be, prior to commissioning of the project on the request of the RPD, to facilitate testing and allow flow of infirm power generated into the grid to avoid wastage of power.
- 3.7.6 Metering arrangement of each project shall have to be adhered to in line with relevant clause of the PPA. Two or more Projects can be connected to a common pooling substation from which the pooled power can be transferred to the CTU substation through a common transmission line subject to the following conditions;

- (a) Acceptance of such an arrangement by CTU/ RLDC.
- (b) Generation units injected by each project will be recorded and jointly signed by respective RPDs and copies of the same will be submitted to Buying Entity/CTU for records and further use.
- (c) The energy accounts are divided and clearly demarcated for the power generated at the project and are issued by the STU/SLDC/RLDC concerned.
- (d) In case of Pooling substation, losses in the transmission line between the Pooling substation and the CTU sub-station, shall be apportioned among the RPDs who share such a Pooling arrangement, based on their monthly generation.

3.7.7 The RPD 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 the power from the project as per the applicable regulation shall be the responsibility of the RPD and any financial implication on account thereof shall be borne by the RPD. In order to remove potential discrepancies and ambiguities, the RPDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Buying Entity as per the Regulations in force. Buying entity may facilitate in identification of any discrepancy and assist the RPD for its early rectification without any liability on Buying entity. The RPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

3.7.8 Reactive power charges and charges against auxiliary power drawn from grid as per CERC/SERC regulations, shall be payable by RPD.

3.7.9 The Buying Utility will be responsible for all transmission losses under the respective regulations beyond Delivery Point.

3.7.10 The RPD shall be required to follow the detailed Connectivity Procedure as per Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022 and its subsequent amendments. The arrangement of connectivity can be made by the RPD through a dedicated transmission line. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the project up to and including at the interconnection point will be borne by the RPD. The Bidders are free to choose the ISTS substations for Interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options:

- (a) Existing substations having available margin as indicated by the respective substation owner.
- (b) Existing substations/ substations under construction where augmentation is

- under process or plans for augmentation have been announced.
- (c) Substations approved under the updated plan made available by the Minutes of meeting for Northern, Eastern, Western and Southern Region committees and as displayed by the CTU on its website, <https://www.ctuil.in/>, subject to availability of requisite margin for grant of connectivity.

Bids indicating substations outside the above three choices will be liable for rejection. The RPDs shall be required to apply for connectivity at the identified substations within 30 days of issuance of LOAs, and shall furnish copies of the application as well as granted connectivity, to REMCL/Buying entity at the earliest. In case the RPD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the RPD to REMCL/Buying entity.

- 3.7.11 At least 30 days prior to the proposed commissioning date, the RPD shall be required to submit the connectivity letter from Central Transmission Utility (CTU), confirming technical feasibility of connectivity of the plant to the ISTS substation.
- 3.7.12 Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind/solar power till a certain date. In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of reasons solely attributable to RPD, Buying entity shall bear no liability with respect to transmission charges and losses levied, if any.
- 3.7.13 It is clarified that STU charges and losses for the RE component of the Project, shall be borne by the Buying Entity.
- 3.7.14 General Network Access (GNA) shall be obtained by Buying Entity OR Zonal Railway authorised to do so under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022 and subsequent amendments and subsequent amendments. It is mentioned that grant and operationalization of GNA is contingent upon the Grant of Connectivity which is the responsibility of RPD.
- RPD, within one month of signing of PPA, shall submit a detailed plan along with milestones and timelines with respect to operationalization of GNA by stipulated SCOD, clearly identifying the inputs/activities for which RPD shall be responsible. The plan shall also comprise timelines and procedures required by competent authorities, responsible for Granting and Operationalization of GNA with adequate time for Buying Entity/Zonal Rly to submit application for GNA and enter into required agreements with CTU/STU.

Note: Intimation Letter for Grant of Stage I and Stage II Connectivity for the proposed projects shall be submitted by RPD within 12 months of signing of PPA.

Any additional cost to Buying Entity (including STU and ISTS charges) due to the delay in grant of GNA, attributable to delay by RPD, shall be borne by the RPD.

3.8 POWER SUPPLY BY RTC POWER DEVELOPER

3.8.1 Criteria for Power Supply

The RPD shall be obliged to make the plant available round the clock basis for the full capacity for scheduling of power by the Buying entity.

- (a) The procurement shall be in power (MW) terms. The RPD shall install, operate and maintain the Project to supply RE Power in Round-The-Clock manner, keeping availability as stated below.

Parameter	Minimum Requirement (%)
Annual Availability of the project (for the first three contract years)	75%
Annual Availability of the project (for the rest of the contract years)	85%
Time-Block wise Availability (for the entire contract tenure)	50%

- (b) Unless otherwise notified by the RPD, the declared Availability shall always be deemed to be 100% (one hundred per cent) thereof. The RPD shall declare the Availability corresponding to the Project for each time-block within the timelines as per Applicable Laws and Regulations. It is to be noted that the summation of generation schedule of different RE sources cannot be more than the Contracted Capacity in any time block.
- (c) The Buying entity shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the RPD for production of electricity and despatch thereof to the Grid during such period and in such volume as it may specify in its instructions. Provided that the Buying Entity shall not ask for despatch in excess of the declared Availability by the RPD, unless mutually agreed between the RPD and the Buying entity.
- (d) Pursuant to the provisions of Clause (c) above, the RPD shall plan the despatch of electricity and convey its availability for scheduling thereof by the SLDC or RLDC, as the case may be, and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003.
- (e) It is mandated to make available the plant to the Buying entity on a Round-the-Clock basis. The generated energy shall be dispatched through scheduling of power by the buying entity.
- (f) The renewable energy bought under this RfS shall be eligible for RPO compliance of Buying Entity. The apportionment of RPO between solar & non-solar shall be on the lines of principle adopted in case of hybrid plants. Further, the Buying entity shall be

entitled to avail Clean Development Mechanism (CDM) benefits for the energy availed from the project(s) as per extant applicable Regulations/Laws.

3.8.2 Shortfall in Power Offered

- (a) Subsequent to commissioning of the Project, if for any Contract Year, in case the Project Availability or time-block wise availability is less than the required minimum availability as per the criteria specified in clause 3.8.1(a), such shortfall in performance shall make the RPD liable to pay the liquidated damages to Buying Entity. The applicable damages are as follows:

- (i) For Project availability less than the required minimum availability as per the criteria specified in clause 3.8.1(a), the damages shall be paid at 150% of Applicable tariff for that contract year for the shortfall energy calculated on annual basis

Note: In case, more than one tariff for a contract year, damages shall be calculated on the basis of weighted average tariff, rounded off up to two decimal places. Weighted average tariff shall be calculated based on number of days, during the contract year, for which the tariff is applicable.

- (ii) For Time block availability less than 50%, the damages shall be paid at 150% of Applicable tariff for that contract year for the shortfall energy calculated on time block basis.

The applicable damages for the contract year shall be the maximum of the above two damages.

- (b) If the duration of the first Contract Year is less than 12 months, the penalty for the shortfall in minimum annual availability shall not be applicable for such first contract year. Further, for the shortfall in minimum time block wise availability, in order to give sufficient time for stabilization of the system, the penalty shall be levied from the fourth month starting from last day of the month in which the project is commissioned. For the purpose of demonstration, if the project is commissioned on 10.08.2024, then the penalty for the shortfall in minimum annual availability shall be applicable w.e.f 01.04.2025 and the penalty for the shortfall in minimum time block wise availability shall be applicable from 01.12.2024.
- (c) The detailed list of documents required for verification of energy supply and performance of the Projects will be intimated to the Developers subsequent to commissioning. For each Contract Year, the above data will be required to be submitted by the respective Developers to REMCL/Buying Entity within 30 days after expiry of the previous Contract Year, for verification of the performance parameters for calculating applicable compensation on account of shortfall.
- (d) The reference to the liquidated damages for shortfall for not meeting RPO is only a measure of damage. It shall not be construed that the damage is payable by RPD only if

the buying entity is required to pay damage for such not meeting of RPO or that the buying entity or the RPD shall be required to prove or establish such payment of damage for not meeting the RPO.

- (e) RPD shall agree that the methodology specified herein above for calculation of liquidated damages payable by the RPD for shortfall in power offered is a genuine and accurate pre-estimation of the actual loss that will be suffered by Buying entity. RPD shall further acknowledge that a breach of any of the obligations contained herein result in injuries and that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre-estimate of the damages that may be suffered by the Buying entity in each case specified under the PPA.
- (f) However, this damage shall not be applicable in events of Force Majeure identified under the PPA with Buying entity, affecting supply of power by the RPD.

(g) Illustration to this effect is enclosed at Annexure-E of the RfS.

(h) **Provision for supply from Alternate Source:**

The RPD may supply RE or Non – RE energy, equivalent to 15% of the contracted quantum on annual basis, through MTOA/bilateral STOA/Power Exchange or any other arrangement. Payment for energy supplied from such arrangement shall be made as per applicable tariff for that contract year. However, any implication of Transmission charges, SLDC/RLDC charges, any other charges for such power procured through such arrangement shall be borne by RPD.

However, it is clarified that, under such arrangement, RPD is not allowed to supply non RE power beyond 31st March 2029 and any non RE power supplied beyond this date must be balanced with an equivalent REC's or any other mechanism such that the supplied energy will be treated as Renewable energy, as per applicable Regulations.

3.8.3 Excess Generation

In order to allow optimization of operation of RE sources, the RPD is allowed to supply any surplus power from RE sources in excess of contracted capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Buying Entity. The RPD may also sell the power which was offered to Buying entity (within Contracted Capacity) but not scheduled by Buying entity, to any third party or power exchange without requiring NOC from the Buying Entity on day ahead basis.

3.8.4 Offtake Constraints due to Grid Unavailability & Back-down

- (a) **Compensation in offtake constraint due to Grid Unavailability:** During the operation of the project, there can be some periods where the project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not

attributable to the Developer. In such cases the generation compensation shall be addressed by Buying entity in following manner:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability beyond 175 hours in a year, as defined in the PPA	Generation Compensation = (Applicable Tariff X Power (MW) offered but not scheduled by the Buying Entity) X 1000 X No. of hours of grid unavailability

- (b) **Payment in case of reduced offtake:** The RPD and the Buying entity shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In case the Project is available to supply power but the offtake of power is not done by the Buying entity, including non-dispatch of power due to non-compliance with “Order No. 23/22/2019-R&R dated 28.06.2019 of Ministry of Power regarding Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees” and any clarifications or amendment thereto, or Letter of Mandate (LOM) issued by RBI shall be except for the cases where the reduced offtake is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, considering the principle of ‘must run’ status for RE Power, the RPD shall be eligible for payment from the Buying entity, corresponding to the reduced offtake, in terms of following manner. For claiming compensation, the RPD must sell its power in the power exchange as a price taker under intimation to Buying entity. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of up to the contracted capacity and the quantum of power scheduled by the Buying entity.

Reduced offtake	Provision for Generation Compensation
	Generation Compensation = (Applicable Tariff X Power (MW) offered but not scheduled by Procurer) X 1000 X No. of hours of Reduced Off take. However, any amount realized by the Generator, by third party sale or sale in the power exchange as price taker for RE power of such power which was offered but not scheduled, shall be shared with the Procurer.
	For this purpose, 95% of realization after deducting actual expenses, if any in such sale shall be shared with the procurer, and shall be adjusted against the Generation compensation payable, on monthly basis.

3.9 CLEARANCES REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES

The RPDs are required to obtain necessary clearances and permits as required for setting up the RE Power Projects with or without storage, 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) In case of Projects being set up in the States of Gujarat & Rajasthan, the RPD shall abide by applicable Supreme Court order(s) 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.
- (f) No objection certificate (NOC) from Ministry of Defence (if applicable).
- (g) Any other clearances required for the Power evacuation.

The above clearances, as applicable for the Project, shall be required to be submitted to Buying entity prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the RPD shall submit an undertaking in this regard, and it shall be deemed that the RPD has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the RPD.

Note: *The RPD shall apply for required approvals, permits and clearances not more than 90 days from the Effective Date of PPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. RPD shall ensure that all the necessary approvals, permits and clearances are obtained before Scheduled Commissioning Date. The above timeline shall be adhered to, in order to examine cases where the RPD 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.*

3.10 Earnest Money Deposit(EMD):

- (a) **Earnest Money Deposit (EMD) of INR 9.80 Lakh (Nine Lakh Eighty Thousand) per MW** in the form of Bank Guarantee/Insurance Surety Bond according to Format 7.3A/7.3 C 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.

- (b) 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 bidder has submitted the EMD with validity as per original offline bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, the EMD is valid for more than two months from the actual date of offline 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.

- (c) REMCL has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee/Insurance Surety Bond instead of the cash deposit with the clear position intimated to the bidder that the EMD Bank Guarantee/Insurance Surety Bond 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.

- (d) The phrase "Bank Guarantee (BG) towards/against EMD" occurring in the RfS shall be read as "Bank Guarantee (BG) towards/against EMD" only.

3.11 PERFORMANCE BANK GUARANTEE (PBG)

3.11.1 Bidders selected by REMCL based on this RfS shall submit **Performance Bank Guarantee for a value of INR 20,00,000 (Twenty Lakh) per MW** to the Buying entity at least 07 working days prior to signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3B with a validity period commencing from Effective Date of the PPA and upto (& including) the date as on 9 months after the Scheduled Commissioning Date of the Project. Verification of the total Performance Bank Guarantee in the acceptable form shall be done by buying entity. On receipt and after successful verification of the Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by REMCL to the successful Bidder. 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 RPD 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 RPD 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.

- 3.11.2 All Performance Bank Guarantees (PBGs) shall be submitted separately for each Project. Note: 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 within the above prescribed deadline, 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.

- 3.11.3 The RPD 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 an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Section-IV, Clause 4.3.1(b) of the RfS.

- 3.11.4 The Format 7.3A/7.3C (Format for EMD) and 7.3B (Format for 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.

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.

- 3.11.5 The selected Bidder for the Project selected based on this RfS is required to sign PPA with buying entity within 90 Days after the issue of LoA. 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 No. 3.14, Section-III, Instructions to Bidders (ITB) of RfS documents or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then Bank Guarantee/Insurance Surety Bond equivalent to the amount of the EMD shall be encashed by REMCL from the Bank Guarantee/Insurance Surety Bond available with

REMCL/ Buying entity (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.

- 3.11.6 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.
- 3.11.7 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/RPDs. Any Bank Guarantee or amendment to be submitted as part of the bidding process, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to Axis bank IFSC: UTIB0000131, Client Name: REMC Ltd. and confirmation in this regard is received by REMCL". Message Type: IFN760COV is to be used by the issuing bank.

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.

- 3.11.8 In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, a checklist at Annexure-B has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- 3.11.9 After the bidding process is over, REMCL shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15days after the completion of e-Reverse Auction. The PBG of RPDs shall be returned to them by the Buying entity, immediately after successful commissioning of their projects as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause No. 3.16, Section-III, Instructions to Bidders (ITB) of RfS.
- 3.11.10 Insurance Surety Bond (Surety Bond): As another alternative to submission of BG (against EMD only) as above, the RPD 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 BG 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 applicable for EMD Bank Guarantee, for the amount and validity period as per EMD Bank Guarantee.

3.12 SUCCESS CHARGES

The Selected Bidder shall have to pay **1.00 Lakh/ MW + 18% GST** to REMCL towards administrative overheads, coordination with State Authorities and others, Buying Entity / STU/ CTU, pre-commissioning and commissioning expense. The payment has to be made by the RPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance

of LoA. Any delay in depositing the said amount to REMCL as mentioned above within the stipulated time shall attract late payment charges @18% per annum+18% GST, levied on per day basis, on the total Success Charges, till (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.

3.13 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, 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 No. 3.14, Section-III, Instructions to Bidders (ITB) of 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 in accordance with Clause No. 3.11, Section-III, Instructions to Bidders (ITB) of RfS documents;

3.14 POWER PURCHASE AGREEMENT (PPA)

- 3.14.1 Buying entity shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of standard Power Purchase Agreement to be executed between buying entity and the selected RPD will be made available on ISN-ETS Portal <https://www.bharat-electronictender.com>. PPA will be executed between Buying entity and selected bidder or its SPV for each Project. The PPA shall be valid for a period of 25years as per provisions of PPA.

Note: PPA will be executed between Buying Entity and the RPD as per the breakup of the cumulative Contracted Capacity awarded to the Bidder. The RPD shall provide the RTC configuration for the quoted capacity in the Covering Letter (Format 7.1). However, the RPD is allowed to increase/install additional RE generating capacity and/or Energy storage System (ESS) pursuant to Clause 3.3.3.

Further, for each Project, the bidder shall provide month-wise and year-wise generation profile, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA, at the time of signing PPA, at the time of submission of change in RTC configuration, if applicable and at the beginning of each contract year.

The PPAs shall be valid for a period of 25 years from the Scheduled Commissioning Date.

- 3.14.2 The Performance Bank Guarantee as per Clause 3.11 above and Success Charges as per Clause 3.12 above, shall be submitted by the RPD prior to signing of PPA. Before signing of PPA between Buying Entity and the RPDs, 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 RPDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
- 3.14.3 Successful bidders will have to submit the required documents to REMCL within 70 days from the issue of LoA. In case of delay in submission of documents beyond the 70 days as mentioned above, REMCL shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.
- 3.14.4 The RPDs will be free to reconfigure and repower various components of the RTC configuration from time to time during the PPA duration, pursuant to Clause 3.14.1 above. However, buying entity will be obliged to buy power only upto the Contracted Capacity as per the Power Purchase Agreement (PPA).
- 3.14.5 Any extension of the PPA period beyond 25 years shall be through mutual agreement between the RPD and Buying Entity.
- 3.14.6 **“Applicable Tariff”** means the quoted single part tariff, which shall be quoted for each year for 25 years of term of the PPA, subject to the condition that tariff for a particular year is not less than tariff of previous year. The tariff shall be quoted at the delivery point. The tariff shall be quoted specifically as per the instructions laid out in Section III, Clause 3.23.2(II) of the RfS.

Note: It is mentioned that as per latest instructions by Ministry of Power order no. 23/12/2016-R&R dated 23.11.2021 & 30.11.2021 there is 100% waiver on ISTS charges for Solar, Wind, Hydro, PSP and BESS projects commissioned upto 30.06.2025. Further if the SCD of the project is extended on account of delays on part of any Government agency or Force majeure, it will get the benefit of waiver of ISTS charges as if the said plant is commissioned on 30.06.2025.

3.15 FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS AND LAND ARRANGEMENTS

- 3.15.1 The Project shall achieve Financial Closure within 18 (eighteen) months from the Effective Date of the PPA, (for e.g. if Effective Date of the PPA is 15.05.2022, then scheduled Financial Closure date shall be 14.11.2023).
- 3.15.2 At the stage of financial closure, the RPDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the RPD 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.

3.15.3 Checklist of documents to be submitted at this stage is provided at Annexure-D of the RfS.

3.15.4 In case of default in achieving above condition as may be applicable within the stipulated time, Buying entity shall be entitled to encash Performance Bank Guarantees and shall remove the Project from the list of the selected Projects, unless the delay is on account of delay in allotment of land by the Government, or on account of factors not owing to any action or inaction on the part of the RPD, or caused due to a Force Majeure as per PPA. An extension can however be considered, on the sole request of RPD, on advance payment of extension charges of INR 1,000/- per day per MW. This extension will not have an impact on the obligation of RPD to achieve commissioning by the Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, buying entity shall issue notices to the RPDs 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 RPDs to either furnish the necessary documents or make the above-mentioned payment of Rs. 1,000/MW/day. 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 of the corresponding RPDs and terminate the PPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid by the RPDs 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 RPD. In case of the RPD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the RPD 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 RPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date.

3.15.5 The RPD 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.

3.15.6 Land arrangements:

- (a) The RPD shall be entirely responsible for acquiring the land required for setting up the project and buying entity shall not in any manner be responsible for the same.
- (b) The RPD shall submit documents/Lease Agreement to establish possession/right to use 100% (hundred per cent) of the required land in the name of the RPD for a period

not less than the complete term of the PPA, on or before the Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or Procurer, in case of default of the RPD.

- (c) The RPD shall submit a sworn affidavit from the authorized signatory of the RPD listing the details of the land and certifying that total land required for the Project is under clear possession of the RPD.
- (d) Commissioning of the Project will not be allowed until the demonstration of land possession by the RPD in terms of Clause 3.15.2 and 3.16.3.

3.16 COMMISSIONING

The Commissioning of the Project shall be carried out by the RPD in line with the procedure given in draft PPA document (Commissioning Procedure at Annexure-A and Appendix-A-1 are for reference). Buying entity may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by the State Nodal Agency or Buying entity after successful commissioning.

3.16.1 COMMISSIONING SCHEDULE AND LIQUIDATED DAMAGES NOT AMOUNTING TO PENALTY FOR DELAY IN COMMISSIONING

- (a) The Scheduled Commissioning Date (SCD) for commissioning of the Project shall be the date as on 30 (Thirty) months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 31.12.2025, then SCD shall be 30.06.2028).
- (b) The maximum time period allowed for commissioning of the full Project Capacity with applicable liquidated damages, shall be limited to the date as on **6 months** from the SCD or the extended SCD (if applicable).
- (c) In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 3.16.1(a)&(b) above, as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 250 MW capacity, if commissioning is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (18/180). For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.
- (d) In case Commissioning of the Project is delayed beyond the date as per Clause 16.a&b above, the PPA capacity shall stand reduced/ amended to the Project Capacity commissioned and the PPA for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity.

3.16.2 DELAY IN COMMISSIONING ON ACCOUNT OF DELAY IN READINESS OF ISTS INFRASTRUCTURE AND GNA OPERATIONALIZATION

- (a) Subsequent to grant of connectivity, in case there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network resulting in delay in SCD of the Project, and it is established that:
 - (i) The RPD has complied with the complete application formalities as per Clause 3.7.10 above,
 - (ii) The RPD has adhered to the applicable Procedure in this regard as notified by the CERC/CTU, and
 - (iii) The delay in grant of connectivity and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the RPD;
- (b) The above shall be treated as delays beyond the control of the RPD and SCD 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. Buying Entity, at its sole discretion shall grant extension in SCD on account of the above factors.
- (c) In case of project components being located at multiple locations, and if one of such components (wind or solar PV) is ready for injection of power into the grid, but the remaining component is unable to get commissioned due to delay in readiness of ISTS infrastructure, the RPD will be allowed to commence power supply from such 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 first year PPA Tariff. Following should be noted under this scenario:
 - (i) The above scenario does not qualify under the provisions of Part/Early Commissioning under the RfS and PPA. This is a special scenario wherein in case a project component is ready, the generation from such component is not wasted.
 - (ii) The terms "COD" and "commissioning" as per the RfS and PPA will not be applicable for such component. Commissioning / injection of power from such component will be allowed only if the same is allowed as per the applicable regulations. Above scenario shall be applicable until the RPD is ready to commission the Project as per the provisions of "Early and/or Part Commissioning" of the Project.
- (d) There may be a situation when SCD of the project is declared and GNA is not operationalized. It is hereby clarified that if the delay in operationalization of GNA is attributable to RPD due to reasons mentioned in Clause 3.7.14, Buying Entity shall not be liable for offtake of power, however, RPD can sell such power to third party or power exchange. Such power procurement shall be outside the PPA and at a tariff mutually decided by third party and the RPD.

- (e) It is further clarified that if the delay in operationalization of GNA is not attributable to RPD, Buying Entity shall be liable for offtake of power and same shall be dealt as under Clause 3.8.4 (b)

3.16.3 PART COMMISSIONING

Part commissioning of the Project shall be accepted subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) commissioning shall be 50 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. In case of part-commissioning of the Project, land corresponding to the part capacity being commissioned, shall be required to be demonstrated by the RPD prior to declaration of commissioning of the said part capacity. For example, a project of 250 MW may be commissioned in 3 parts: First two being part capacities of 50 MW each and the remaining part capacity being 150 MW. However, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCD or the date of commissioning of full project capacity, whichever is later. Further, in case of Part Commissioning, minimum rated capacities of the RE components to be commissioned shall maintain the ratio of the RTC configuration for the entire Contracted Capacity as per the PPA. In case of part commissioning, RPD shall have the liberty to sell such power to third party (as per the applicable Regulations) after taking consent/NOC from the Buying Entity. However it is mentioned that such consent/NOC shall be provided by Buying Entity within 15 days of receipt of the request being made by the RPD, beyond which it would be considered as deemed refusal. In case Buying Entity agrees to procure power from such part commissioned capacity, this shall be at applicable tariff for first year under the PPA.

3.16.4 EARLY COMMISSIONING

The RPD shall be permitted for full commissioning of the Project even prior to the SCD. Early commissioning of the Project will be allowed solely at the risk and cost of the RPD, and Buying Entity shall purchase the energy from such early commissioned Project at applicable tariff for first year under the PPA, only in case the Buying Entity agrees to purchase power from the Project at an earlier date.

In case Buying Entity does not agree to purchase such energy, early commissioning of the Project shall still be allowed and the RPD will be free to sell such energy to a third party (as per applicable Regulations) until SCD or the date of commencement of procurement of power from the Project as notified by Buying Entity, whichever is earlier. However, early commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of Buying Entity. Such intimation regarding consent to procure energy from early commissioning shall be provided by Buying Entity within 15 days of receipt of the request being made by the RPD, beyond which it would be considered as deemed refusal.

3.16.5 INCENTIVIZING THE PROJECT BY UTILISATION OF RE COMPONENTS:

RTC Project components are most likely to be commissioned over several phases. Hence, in order to incentivize the project by utilisation of RE components prior to the project readiness for commercial operation as per the RTC configuration, RPD is allowed to commission the WTGs/solar components as individual component and sell in the open market inline with the Applicable Regulations. However, this will not be treated

as Project commissioning as per the provisions of the RfS and PPA.

In case Buying Entity decides to buy such discrete component(s) power outside the PPA, such power shall be purchased at 50% of the first year PPA Tariff.

3.17 COMMERCIAL OPERATION DATE (COD)

Commercial Operation Date (COD) shall be the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project or SCD whichever is later. The 25-year tenure of PPA shall be as per the provisions of PPA. The following milestone dates may therefore be observed and may fall on separate dates

- (a) **Interconnection with Grid:** This may be provided by the STU/ CTU/ Buying Entity on the request of the project developer, even if the project is only partially ready to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.
- (b) **Commissioning of the Project:** This will be on a date, when the project meets the criteria defined for project commissioning. Buying entity may authorize any individual or committee or organization to declare the project commissioned on site.

3.18 MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER

3.18.1 The Bidder shall provide complete information in their bid in reference to this RfS about the Promoters and upon issuance of LoA, the RPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with Buying Entity.

3.18.2 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:

1. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
2. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
3. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
4. Transfer of shares within the members of Promoter Group.
5. Transfer of shares to IEPF.
6. Issue of Bonus Shares.

3.18.3 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 one year from the COD, 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 COD, except with the prior approval of Buying Entity. However, in

case the Project is being set up by a listed Company, this condition will not be applicable.

- 3.18.4 In case of the selected 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), till 01 (one) year after the COD, except with the prior approval of Buying Entity. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 3.18.5 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 COD..
- 3.18.6 Any change in the shareholding after the expiry of 01 (one) year after COD can be undertaken under intimation to Buying Entity. Transfer of controlling shareholding of the company developing the project within the same group of companies will however be allowed after COD with the permission of Buying Entity, subject to the condition that, the management control remains within the same group of companies.

3.19 STRUCTURING OF THE BID SELECTION PROCESS

Single stage, Double Envelope bidding followed by e-Reverse Auction has been envisaged under this RfS. Bidders have to submit both Techno-Commercial Bid and Financial Bid (Tariff) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Clause No. 3.23, Section-III, Instructions to Bidders (ITB) of RfS.

3.20 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 –C.

Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

- (a) Covering Letter as per **Format 7.1**
- (b) 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.

- (c) EMD in the form of Bank Guarantee as per **Format 7.3 A** or in the form of Insurance Surety Bond as per **Format 7.3 C**
- (d) 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:
 - (i) 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 Buying Entity. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement
 - (ii) 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
 - (iii) 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.
- (e) 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.
- (f) 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.
- (g) Undertaking regarding no willful default and no major litigation pending as per **Format 7.7**.
- (h) A disclosure statement as per **Format 7.8** regarding participation of any related companies in the bidding process, **Format 7.8A** as mentioned in Clause 3.6(a) of Section-III.
- (i) Format for Technical Criteria as per **Format 7.9** (to be filled out separately for each Project) in line with Clause No. 3.15, Section-III, Instructions to Bidders (ITB) of RfS.

- (j) Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.10**(to be filled out separately for each Project).

(k) **Attachments**

- (i) Memorandum of Association, Article of Association 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.
1. 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.
 2. 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.
- (ii) Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
- (iii) A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. 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 timelines.
- (iv) Certified copies of annual audited accounts for 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.
- (v) Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

3.21 IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS

- (a) 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.
- (b) 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 No. 3.14, Section-III, Instructions to Bidders, ITB of RfS.
- (c) 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 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.
- (d) If the event specified at Clause 3.21(c) above is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- (e) 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 no. 3.11, Section-III, Instructions to Bidders (ITB) of RfS.
- (f) All documents in response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda and PPA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.
- (g) The response to RfS shall be submitted as mentioned in Clause No. 3.21, Section-III, Instructions to Bidders (ITB) of 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.
- (h) 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.
- (i) 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.

- (j) Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- (k) Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by REMCL.
- (l) Response to RfS not submitted in the specified formats will be liable for rejection by REMCL.
- (m) Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- (n) 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.
- (o) The Central Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between RPD, REMCL and Buying entity. Subject to the above, only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
- (p) All the financial transactions to be made with REMCL/Buying Entity including success fee, delay charges (except charges for delay in Financial Closure and Payment Security Deposit if any), and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

3.22 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 Processing Fee as mentioned in the Bid Information Sheet;
- (b) Non-submission or partial submission of EMD in acceptable form along with RfS document.
- (c) Response to RfS not received by the due date and time of bid submission;

- (d) Non-submission of correct, valid and operative Passphrases for both Technical and Financial Bid (Price Bid) Parts;
- (e) Non-submission of Original Bank Guarantee and/or DDs/Pay order against Cost of RfS Document and/or DDs/Pay order against Bid Processing Fee;
- (f) Any indication of tariff in any part of response to the RfS, other than in the financial bid;
- (g) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form;
- (h) 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.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process. Further, in case of (b), such 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.

3.23 METHOD OF SUBMISSION OF RESPONSE TO RfS BY THE BIDDER

3.23.1 Documents to be Submitted Offline (in Original)

- (i) The bidder has to submit original of following documents **offline** in a sealed envelope.
 - (a) DD/Pay order or NEFT/RTGS/ details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.
 - (b) Bank Guarantee/Insurance Surety Bond towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/7.3C). One EMD may be submitted for the cumulative capacity quoted by the bidder.
 - (c) Passphrases for Techno-commercial and Financial bids submitted on the ETS portal.
 - (d) Integrity Pact as per Annexure-F
- (ii) **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.
- (iii) **Bid Security against EMD need to be submitted in both online and offline modes.** The Bidders will be required to submit these documents, 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.

Note: In all cases, the Bank Guarantee against EMD and DDs against the above fee (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.

For illustration, if the bid submission deadline is 18:00 hrs on 15.05.2021, the deadline for submission of Bank Guarantee against EMD and DDs against the above fee will expire at 18:00 hrs on 17.05.2021. In case deadline being a holiday, the next working day in REMCL will be the deadline for submission of Bank Guarantees and/or DD/Pay Order against Cost of RfS Document and Bid Processing Fee.

The bidding envelope shall contain the following sticker:

Selection of Project Developers for Supply of 1000 MW of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects with or without Storage	
<i>Cumulative Capacity of the projects applied for</i>	____1000____MW
<i>No. of Projects Bid for</i>	
<i>RfS Reference No.</i>	REMCL/CO/PP/P-91/RTC/1000 MW/2025 Dated.....
<i>Submitted by</i>	(Enter Full name and address of the Bidder)
<i>Authorized Signatory</i>	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
<i>Bid Submitted to</i>	CEO, REMC Limited 8th Floor, PNB Building, 7, Bhikaji Cama Place, New Delhi-110066

3.23.2 Documents to be Submitted Online

Detailed instructions to be followed by the Bidders for online submission of response to RfS as stated as Annexure-C. 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 for requisite amount and/or DDs/Pay order against cost of RfS Document and bid processing fee 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 shall be encashed and the EMD(s) shall be returned.

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

I. Technical Bid (First Envelope)

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

- (a) Formats - 7.1, 7.2 (if applicable), 7.3A7.3 C, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8, 7.8A, 7.9, 7.10 as elaborated in Clause No. 3.20, Section-III, Instructions to Bidders (ITB).
- (b) All attachments elaborated in Clause No. 3.20, Section-III, Instructions to Bidders (ITB), under the sub-clause (k), Attachments with proper file names.
- (c) All supporting documents regarding meeting the eligibility criteria.
- (d) Scanned Copies of NEFT/RTGS/DD/Pay order details towards Cost of RfS Document 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 Section III, Clause 3.21(h), and Annexure-D, 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 Technical 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 this RfS document
- (b) Preliminary Estimate of Cost of the Project as per Format 7.12

The financial bid shall be submitted online, in the format as per the Electronic Form on the ISN-ETS portal. In addition to the Financial Bid, the corresponding excel sheet consisting the tariff for 25 years is also required to be submitted.

The quoted tariff shall comprise of single tariff as per Section III, Clause 3.14.6 of the RfS, and will be submitted in the form of the following table, to be called as "tariff matrix":

Year	Applicable tariff (INR/kWh)
1	A_1
2	A_2
3	A_3
.....
24	A_{24}
25	A_{25}

Where, A_n represents the value of the applicable tariff in the n^{th} Year.


The above table will be applicable for the entire Contracted Capacity quoted by the Bidder.

Important Notes:

- (i) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- (ii) In each of the envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (iii) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (iv) While filing the values of “A” in the tariff matrix, it is to be noted that the value of “A” in any particular year shall be greater than or equal to the respective value of “A” in the immediately previous year. Bids containing tariff matrices filled in deviating from the above provision will be rejected. For eg., in case the value of “A” in the 1st year of the tariff matrix is 2.50, the value for “A” in the 2nd year cannot be less than 2.50.
- (v) 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 the EMD shall be returned to the respective bidder.
- (vi) In case of submission of Bank Guarantee against EMD online on or before the bid submission deadline, and non-submission of the hard copy of the Bank Guarantee to REMCL within the date as on 2 working days subsequent to bid submission deadline, the respective 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.

3.24 NOTICE BOARD FOR DISPLAY

The RPD will have to put a notice board (at least 180cm x 120cm) at its project site main entrance prominently displaying the following message before declaration of COD.

<p style="text-align: center;"> _____MW Grid Connected Project Owned and operated by ----- (insert name of the RPD) [Under RfS for Selection of Project Developers for Supply of 1000 MW of Round- the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects with or without Storage] </p> <p style="text-align: center;">  </p> <p> Village:....., Tehsil....., District....., State..... </p>

3.25 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.

3.26 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.

3.27 CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS

- (a) 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.
- (b) REMCL will make effort 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.
- (c) A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on ISN-ETS portal).
- (d) Enquiries/ Clarifications may be sought by the Bidder from

Name of the Authorized Person of REMCL:
1)Sh. Bhupender Singh Bodh, Chief Executive Officer
2) Sh. Manish Tiwari, General Manager
3) Sh. Manivishnu, Manager

3.28 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 at any stage, 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.

3.29 POST AWARD COMPLIANCES

Timely completion of all the milestones i.e. signing of PPA, meeting Financial Closure Requirements/Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of RPD. REMCL/ Buying Entity shall not be liable for issuing any intimations/reminders to RPDs for timely completion of milestones and/or submission of compliance documents.

Any checklist shared with RPD 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 RPD.



SECTION- IV

QUALIFYING REQUIREMENTS FOR BIDDERS (QR)

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

4.1 GENERAL ELIGIBILITY CRITERIA

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

4.1.1 The Bidder shall be a Company as defined.

4.1.2 Bidding Consortium with one of the Companies as Lead members. 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).

4.1.3 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 has to form a "Special Purpose Vehicle" (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with atleast 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, the clause no. 4.1.7 mentioned below shall be applicable.

4.1.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. F.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:

- (a) 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).
- (b) 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.
- (c) "Bidder" in this reference, means any person or firm or company, including any member of a 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.

- (d) "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.
- (e) In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the RfS.
- (f) 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.

4.1.5 Limited Liability Partnership (LLPs) are not eligible for participation.

4.1.6 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 atleast 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be utilized for executing more than one Project.

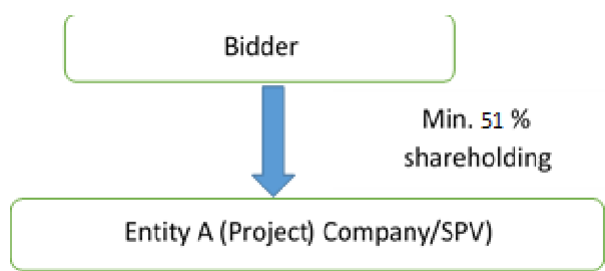
4.1.7 Any consortium, if selected as Successful Bidder for the purpose of supply of power to REMCL, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with REMCL, i.e. the 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 the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to one year after the COD of the Project, except with the prior approval of REMCL. Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of REMCL, subject to the condition that, the management control remains within the same group of companies.

4.1.8 The Bidder or any of its Affiliates should not be a wilful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates

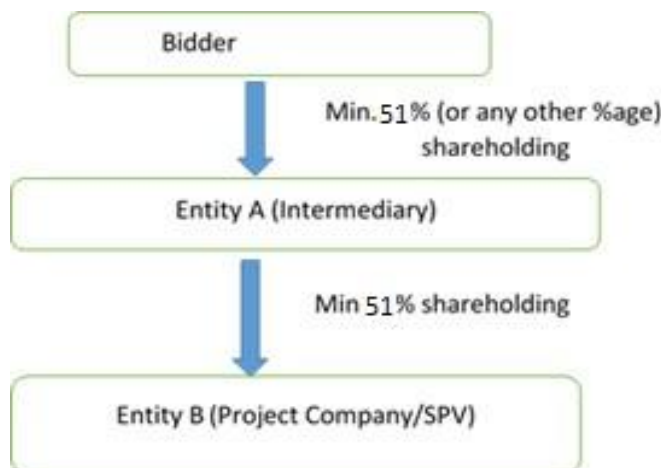
which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect.

- 4.19 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 4.1.3 and 4.1.6 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 provisions of the RfS, only Scenario 1 will be permissible under this RfS.

4.2 TECHNICAL ELIGIBILITY CRITERIA

- 4.2.1 (a) Under the provisions of this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of 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 7.9. However, the Successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. The technology proposed at the time of submission of response to RfS can be changed at the time

of Financial Closure.

- (b) In order to ensure only quality systems are installed, and in order to bring-in advantage of latest development/Models, the type-certified wind turbine models listed in Revised List of Models and Manufacturers (RLMM) issued by MNRE as updated as on the date of commissioning of the Projects will be allowed for deployment under the RfS.
- (c) 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 modules used in the Projects under this RfS should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules.

Further, the provisions as contained in the O.M. dated 09.12.2024 issued by MNRE on the subject "Amendment to ALMM Order for Implementation of ALMM for Solar PV cells" and its subsequent amendments and clarifications, shall also be applicable for this RfS.
- (d) The wind power projects will be developed as per the Guidelines issued by the Government of India for development of Wind Power Projects. For solar modules and balance of systems, the technical guidelines issued by the Government of India from time to time for grid connected Solar PV systems and the technical guidelines prevalent at the time of commissioning of the Project, will be followed.
- (e) The Bidders are advised to take cognizance of the O.M. dated 09.03.2021 issued by MNRE, on the subject of "Imposition of Basic Customs Duty (BCD) on Solar Cells & Modules/Panels", while preparation of their response to this RfS. The above O.M. and its associated orders issued by the Ministry of Finance will be applicable on this tender and imposition of taxes/duties as laid out in the above OM, will not be considered under "Change in Law" under the PPA.

4.2.2 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause No.3.15 under the subtitle "Financial Closure" in Section-III, Instructions to Bidders (ITB) of RfS. The undertaking shall be submitted as per enclosed Format 7.9.

4.2.3 The Projects shall also comply with the criteria for power generation detailed in Clause No. 3.8 in Section-III, Instructions to Bidders (ITB) of RfS.

4.3 FINANCIAL ELIGIBILITY CRITERIA

4.3.1 Net-worth

- (a) The **Net Worth of the Bidder should be equal to or greater than INR 3.00**

Crores per MW of the quantum quoted in this Bid, 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.

- (b) 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 in case the Bidder(s) fail to do so in accordance with the RfS.
- (c) 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.

4.3.2 **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**:

- (a) **A minimum annual turnover of INR 4.80 Crores per MW of the quantum quoted in this Bid** 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.
- (b) Internal resource generation capability, in the form of **Profit Before Depreciation Interest Taxes and Amortization (PBDITA) for a minimum amount of INR 96 Lakhs per MW of the quantum quoted in this Bid**, 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.
- (c) In-principal sanction letter from the lending institutions/ banks of the Bidder, committing a **Line of Credit for a minimum amount INR 1.2 Crores per MW of the quantum quoted in this Bid**, 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.

- 4.3.3 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 Clause 4.3.1 and 4.3.2 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 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.
- 4.3.4 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.
- 4.3.5 A Company/ Consortium would be required to submit Annual Audited Financial Statements for the 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 Financial Statements for the previous financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.

Note: *In case of foreign Bidders, in the event the Bidder is unable to furnish the Annual Audited Financial Statements for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the Annual audited Financial Statements of the last financial year for which the audited financial statements 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 Audited Financial Statements 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.*

- 4.3.6 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.

4.3.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into 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 4.3.6 above.

4.3.8 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 250 MW, then, total Net-Worth to be met by the Consortium is Rs. 3.00 Crores x 250MW = Rs. 750 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 525 Crores and to be met by Consortium Member B would be Rs. 225 Crores. Similar methodology shall be followed for computation of liquidity requirement.*



SECTION-V

BID EVALUATION AND SELECTION OF PROJECTS

5.1 BID EVALUATION

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section-III, Instructions to Bidders (ITB) of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

5.2 TECHNO-COMMERCIAL EVALUATION OF BIDDERS

5.2.1 First Envelope (Technical Bid) Evaluation (Step 1)

- (a) The first envelope (Technical Bid submitted online) of only those bidders will be opened by REMCL whose required documents as mentioned at Clause No. 3.23.1, Section-III, Instructions to Bidders (ITB) of this RfS are received at REMCL office. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee and/or DDs/Pay order against Cost of RfS document and Bid opening processing fee.

For e.g., if the bid submission deadline is 18:00 hrs on 15.05.2022, the online bid opening will be conducted on 17.05.2022. In case of the above deadline being a holiday, the bids will be opened on the next working day.

- (b) 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.
- (c) Subject to Clause No. 3.22, Section-III, Instructions to Bidders (ITB) of this 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 the 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.
- (d) The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per RfS.

5.2.2 Second Envelope (Financial Bid) Evaluation (Step 2)

In this step, evaluation of Techno-Commercially Qualified Bids shall be done based

on the “Levelized tariff” per unit supply of RTC power, which shall be as quoted by the Bidder in the Electronic Form of Financial Bid, in line with Clause 3.14.6 and 3.23.2(II) of Section III of the RfS. After this step, the shortlisted bidders shall be invited for the Reverse Auction. Reverse Auction shall be conducted only on the “Levelized Tariff” as quoted by the Bidders. For the purpose of interpretation, any reference to “first round tariff” in this section will refer to the “Levelized Tariff”.

- (a) Second Envelope (containing First Round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified.
- (b) 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” per kWh for all the Projects applied for. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).
- (c) Based on the tariff matrix as submitted in excel sheet by the bidder as per Section III, Cl. 3.23.2(II) of the RfS, evaluation of bids will be carried out as follows:
 - (i) The tariff quoted for each year will be levelized based on the **discounting factor issued by CERC from time to time, currently 9.88% for FY 25-26**. The levelized tariff (‘L’ Rs./KWh), thus arrived shall be the basis of evaluation of Financial bids.
 - (ii) While calculating the above values, digits after 2 places of decimal point in all the values will be rounded off. For example, in case the value of a certain parameter is 2.456, it will be read as 2.46 and in case the value of certain parameter is 2.454, it will be read as 2.45.
 - (iii) The term “tariff” being used in this Section is to be read as the “levelized tariff” or “L” hereon.
- (d) On completion of Techno-Commercial bid evaluation, if it is found that the total aggregate capacity as quoted by the short-listed Bidders is lower than or equal to 1000 MW, then the procedure as elaborated in Clause No. 5.3(b) of this Section-V shall be followed.
- (e) 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.
- (f) If the value of “L” as calculated above is same for two or more Bidders, then all the Bidders with the same value of “L” shall be considered of equal rank/ standing in the order.
- (g) All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than nth Bidder as mentioned in Clause No. 5.3(b) of this

Section.

- (h) 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)	L1
B2	₹ 2.20 (Tariff in ₹/ kWh)	L2
B3	₹ 2.30 (Tariff in ₹/ kWh)	L3
B4	₹ 2.30 (Tariff in ₹/ kWh)	L3
B5	₹ 2.43 (Tariff in ₹/ kWh)	L4
B6	₹ 2.60 (Tariff in ₹/ kWh)	L5
B7	₹ 2.65 (Tariff in ₹/ kWh)	L6
B8	₹ 2.69 (Tariff in ₹/ kWh)	L7
B9	₹ 2.70 (Tariff in ₹/ kWh)	L8

5.3 REVERSE AUCTION (STEP - 3)

- (a) The reverse auction for each project shall be conducted through <https://www.bharat-electronicstender.com> portal on the day as intimated by REMCL to the eligible bidders.

- (b) **The total capacity eligible for award** shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders, and

S_k = Cumulative capacity till the 'k'th serial number bidder (**not the 'T'th rank bidder**) after ranking is done in ascending order from L1 onwards

S_E = (Eligible capacity for award)	<p>(i) In case $S_T \leq 1000$ MW, $S_E = 0.8 \times S_T$</p> <p>(ii) In case $S_T > 1000$ MW, $S_E = 0.8 \times S_T$ subject to maximum eligible capacity being 1000MW.</p>
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Total eligible Bidders for e-Reverse Auction shall be decided as mentioned below:

- (i) In case $(0.8 \times S_T) \leq 1000$ MW: all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.

Accordingly, the no. of bidders shortlisted for e-RA, i.e., "n" = "T".

- (ii) In case $(0.8 \times S_T) > 1000$ MW: The highest ranked bidder (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.

Accordingly, the no. of bidders shortlisted for e-RA, i.e., “n” = “T”-1.

Note:

1. 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.
2. The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 1000 MW and the minimum number of shortlisted bidders for e-RA, after elimination at this stage, remains 3. In the contradictory scenario, no elimination will take place at this stage.

For e.g. (Shortlisting of Bidders for reverse auction):

Total bid capacity of techno-commercially shortlisted bidders = $S_T=1950\text{MW}$

Sl. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	S_E	S_T	n	Shortlisted Bidders
1	B3	L1	500	7	1000 MW	1950 MW	6	B3
2	B5	L2	400					B5
3	B1	L3	100					B1
4	B4	L3	200					B4
5	B2	L4	300					B2
6	B6	L5	200					B6
7	B7	L6	250					

*n = 7-1 =6 as per above formula.

Upon shortlisting of bidders for e-RA, if it is found that more than the eligible bidders shortlisted for e-RA have quoted the same tariff, ranking of bidders to be indicated in the e-RA window shall be decided based on the time of submission of Bid.

- (c) 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 schedule start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at Clause No. 5.3(b) above.
- (d) Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS portal of reverse auction 15 minutes before the start time of reverse auction.
 - (i) During the 15 minutes prior to start of reverse auction process, the respective tariff,

i.e. L, along with the tariff matrix as filled by the Bidder as part of the Electronic Form for price bid, shall be displayed on its window.

- (ii) The Bidder can revise the values of “A” in its tariff matrix, with the target of reducing the resultant value of L, so as to meet or beat the lowest value of L, i.e. the L1 tariff at that particular instance. Minimum decrement value for each cell in the matrix shall be 0.01.
- (iii) 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. Bidders can only quote any value of “L”, which is lower than their previous quoted value of L, taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in “L” will not be permissible.

Further, while changing values of “A” during the e-RA, provisions of Section III, Cl. 3.23.2(II)(iv) will have to be complied with, as per which, the value of “A” in any particular year shall be greater than or equal to the respective value of “A” in the immediately previous year.

- (iv) During reverse auction, the Bidder shall not have the option of changing the total Contracted capacity as submitted at the time of bid submission.

(v) **Methodology for e-Reverse Auction**

1. As part of the bid submission process during the e-RA, the shortlisted bidders will be provided an excel sheet to be filled live during the e-RA. A sample excel sheet to be used during the auction shall also be uploaded as part of the RfS. The sheet contains suitable data validation, which will ensure error-free data entry by the bidders.
2. The excel sheet comprises the detailed matrix of the tariff for the 25-year Term of the PPA, along with other necessary details for the Project.
3. The e-RA will be held on the value of L, which will be calculated through the excel sheet, based on the values entered by the bidder. The value of L so arrived in the sheet will be noted and manually entered by the bidder in the e-RA portal.
4. In order to submit its bid at any time during the e-RA, the bidder will be required to upload the excel file and manually enter the value of L in the portal. The system will not enable the “Submit” button for the bidder until both these steps are completed.
5. While submitting a new bid, sequence of events on the portal would be as follows:
 - a. Bidder would first select the 'Multiples of Bid Decrement'.
 - b. The system would calculate and display the 'New Bid Value'.
 - c. If required, the Bidder can edit the 'New Bid Value' by clicking on [Edit New Bid Value] Button.
 - d. To validate the New Bid value, the Bidder will click on [Validate New Bid Value] Button.

- e. If 'New Bid Value' is acceptable, on the same screen, the Bidder would be able to 'Browse and Select' the file to be uploaded as 'Supporting Document along with each new bid', and then click on [Submit] Button.
- f. Once the Bidder clicks on [Submit] Button, both the 'New Bid Value', as well as, the file selected as 'Supporting Document along with each new bid' would be submitted to ETS.
6. Thus, for each entry during the e-RA, the bidder will be required to submit a fresh excel file and manually enter the new value of L to continue in the auction.
7. Upon conclusion of the e-RA, the last values of "L" as quoted by each bidder will be noted, and the excel file submitted along with the last submitted value of L will be downloaded by REMCL.
8. The lowest value of L discovered after conclusion of the auction will be termed as the L1 value, and subsequent process will be followed for award of projects as per the provisions of the RfS.
9. Note:
 - a. The Bidder shall exercise extreme caution while entering the values in the excel sheet, as the final version of the sheet as downloaded by REMCL will be considered for the tariff payments for the Term of the PPA.
 - b. In case of any discrepancy between the value of "L" as determined by the excel sheet and the value of "L" as entered in the e-RA portal, the value as entered in the portal will be considered as valid. In this scenario (of discrepancy), the excel sheet as finally submitted by the bidder will not be considered for billing under the PPA. The difference between the value of L as initially submitted in the financial bid and the value finally entered upon conclusion of e-RA will be calculated, and the % reduction in the value of L (rounded off to two decimal places), if any, will be applied pro-rata on the tariff. The final tariff matrix arrived after applying such pro-rata reduction on the tariff, will be used for billing under the PPA, in case of award of Project to the said bidder.
 - c. For example, supposing the value of L initially quoted by the bidder in the price bid is calculated as Rs. 3.50/kWh. After conclusion of the e-RA, the value calculated by the excel sheet finally submitted by the bidder is Rs. 3.10/kWh, while the bidder has manually entered Rs. 3.05/kWh in the e-RA portal as his final value. In this case, the bidder's final value of L as quoted upon conclusion of the e-RA will be considered as Rs. 3.05/kWh. The % difference between Rs. 3.50 and Rs. 3.05, i.e. 12.86%, will be applied pro-rata on the initial values of tariff as quoted by the bidder in the price bid, and the revised tariff matrix will be calculated by REMCL based on the above reduction and other applicable provisions of the RfS.
 - d. REMCL bears no liability in case of any discrepancy/error by the bidder while uploading the excel sheet and manual entry in the e-RA portal. In case of a technical glitch during the e-RA leading to any error, the same may be examined on case-to-case basis. In view of the two-step process involved during the e-RA, Bidders are therefore, advised not to wait until the last few seconds and submit their bids with sufficient time left during the e-RA.
 - e. In order to remove ambiguity, it is further clarified that each value to be entered

in the excel sheet should adhere to the rules as stipulated in the tender document. Barring technical glitches as dealt in Sl. d above, after conclusion of the e-RA, all the values entered by the bidder in the final version of the excel sheet will be scrutinized by REMCL, and even if a single value is reckoned as an erroneous value entered by the bidder, the said excel sheet will be rejected. In such cases, provisions under Sl. b & c above will be followed for award of capacity, if applicable.

- (vi) The bidder shall be selected on the basis of least quoted 'Levelised Tariff'. The bidder (called the L1 bidder) quoting the least Levelised Tariff (called the L1 tariff) shall be allocated the quantum of power offered by him. If the allocated quantum of power is less than the total capacity eligible for award, the capacity allocation shall be on the basis of "Bucket filling" i.e. capacity quoted by L1 bidder at L1 rates shall be allocated first, then the capacity quoted by next lowest bidder (called the L2 bidder) at the rates quoted by him (called the L2 rates) shall be allocated and so on till the eligible award capacity is fully exhausted. However, the allocation will only be made to the Bidders whose Bid falls within a range of 3% from the L1 tariff. Thus, after arranging the Bidders in the ascending order of the tariff, the project capacities will be awarded only to those bidders whose final price bids are within a range of "L1+3%", in terms of Rs./kWh.
- (vii) The initial auction period will be of 60 (sixty) minutes with a provision of auto extension by 20(twenty) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as follows:
 - (a) Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instance.
 - (b) Yellow Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instance.
 - (c) Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instance.

If no such change as described above is affected during the last 20 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

5.4 Selection of Successful Bidders:

- 5.4.1 Subsequent to conclusion of the e-RA process, the bidders in the "Green" and "Yellow" zones as per Clause 5.3 (d) (vi) above, will be listed in the increasing order of the tariffs discovered at the end of e-RA.

5.4.2 The bidders who fall in Green and Yellow zone will be declared as Successful Bidders under the RfS, subject to the following conditions:

- (i) In case the cumulative capacity shortlisted as per the range exceeds SE (capacity eligible for award as per Clause 5.3(b) the list of Successful Bidders shall be limited by S_E .
- (ii) In a borderline case, i.e. the scenario wherein more than one bidder is eligible to be declared as Successful Bidder at the highest tariff (the tariff at the end of the range), and the cumulative capacity exceeds SE, time stamping of bidders shall be used to limit allocation of cumulative capacity up to SE. In such cases, those bidders who are at the same tariff, but they are ranked lower than the ones which fall within the cumulative capacity limit of SE, will not be eligible to be declared as Successful Bidders. In other words, in every possible scenario, the total capacity to be awarded under the RfS shall be limited to S_E .
- (iii) Time stamping- In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same), they will be considered in the chronological order of their last quoted tariff during the e-RA with preference to be given to that Bidder who has quoted his last tariff during the e-RA, earlier than others.
- (iv) In the above case, if the time of quote also becomes exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows:
 - Step 1: Lowest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. 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.

5.4.3 The allocation of cumulative project capacity shall be closed at S_E . However, in no case, shall the capacity of a single Project selected under this RfS, be less than 50 MW. In case of the last Successful Bidder, if the balance project capacity is less than the total capacity mentioned by the Bidder but greater than 50 MW, then the capacity shall be awarded to the Bidder, subject to the maximum cumulative capacity not exceeding SE, being awarded under the RfS. In case the partial capacity offered to the last Successful Bidder as per Cl. 5.4.2 above, is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity. Such refusal shall be intimated to REMCL within 7 days of completion of e-RA and not later than 7 days of issuance of LOAs by REMCL, failing which, the awarded capacity shall be deemed to be accepted by the said Bidder.

5.4.4 In case the partial capacity offered to the last Successful Bidder as per Cl. 5.4.2 above, is greater than or equal to 50% of the total quoted capacity by such Bidder, it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded under the RfS not exceeding SE. In case the last Successful Bidder refuses to accept such partial capacity offered by REMCL, the bidder including their Parent, Ultimate Parent, and 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.

5.5 ISSUANCE OF LoAs AND SIGNING OF PPAs:

At the end of selection process, Letter of Award (LoA)(s) will be issued to the Successful Bidder(s). The LoA(s) shall be awarded for the cumulative Contracted Capacities as quoted by the respective successful bidder. In case of a Consortium being selected as the successful Bidder, the LoA will be issued to the Lead Member of the Consortium.

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 other- wise 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-VI

OTHER PROVISIONS

6.1 ROLE OF STATE NODAL AGENCIES

It is envisaged that the State Government shall appoint any Agency as a State Level Agency which will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commissioning of the Projects within the scheduled Timeline. This may include facilitation in the following areas:

- Coordination among various State and Central agencies for speedy implementation of projects
- Support during commissioning of projects and issue of commissioning certificates.

6.2 ROLE OF CENTRE TRANSMISSION UTILITY/PGCIL

It is envisaged that the State Transmission Company/CTU/PGCIL will provide transmission system to facilitate the evacuation of power from the Projects which may include the following:

- (a) Upon application of Connectivity as per SERC/CERC Regulations, CTU shall coordinate with the concerned agencies for grant of connectivity and LTA.
- (b) Support during commissioning of projects

6.3 Integrity pact: - Integrity Pact

- (a) The Bidder/Contractor is required to enter into an Integrity Pact with the REMC Ltd. in the Format at Annexure F in this RFS.
While submitting the Bid, the Integrity Pact & its agreement provided along with this RFS shall be signed by the duly authorized signatory of the Bidder / Lead Member of JV. In case of failure to submit the Integrity Pact and Integrity Agreement 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 6.3 – Integrity Pact, shall be applicable only when so provided in para 6.3 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.

6.3A Whether para 6.3 (Integrity Pact) shall be applicable __YES

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



SECTION-VII

SAMPLE FORMS & FORMATS FOR BID SUBMISSION

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 - IV 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 Earnest Money Deposit (EMD) (Format 7.3A/7.3C)
- (d) Format for Performance Bank Guarantee (PBG) (Format 7.3 B)
- (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) Format for 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 RE Power Project (Format 7.12)
- (n) Technical Requirements for ISTS Connected Solar PV Projects (Annexure - A)
- (o) Check List for Bank Guarantees (Annexure-B)
- (p) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-C)
- (q) Checklist for Financial Closure (Annexure-D)

- (r) Illustration regarding applicability of liquidated damages on account of shortfall in
Power Supply (Annexure-E)
- (s) Integrity pact as per Annexure-F

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:.....

E mail : remcl@rites.com

Sub: Response to RfS Nodated for Selection of Project Developers for Supply of 1000 MW of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects with or without Storage

Dear Sir/ Madam,

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 Page 11 of 26 whichever not applicable). We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 1000 MW, including this response to RfS.

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 25years to buying entity, hereby submit our response to RfS.

We are submitting RfS for the development of following Project(s): -

Contracted Capacity offered*	RTC configuration (RE breakup)	Location(s) (Village, Tehsil, Dist., State)	Inter-connection Point(s)/Sub-station Details
	Solar PV component: ____MW (AC), ____MWp (DC) (DC/AC Ratio:____)		
	Wind power component: ____MW		
	Any other RE component: ____MW		
	ESS component: ____MW/MWh		

*Only a single Contracted Capacity to be offered by the Bidder

1. We give our unconditional acceptance to the RfS, dated[Insert date in dd/mm/yyyy] and standard PPA documents attached thereto, issued by REMCL. In token of our acceptance to the RfS and 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 the Project shall be commissioned within the deadline as per clause No. 3.16 of ITB of the RfS. We further undertake that we shall demonstrate possession of 100% area of the identified land, within the timelines as per the RfS.
2. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, Success charge for the selected Projects, within due time as mentioned in Clause Nos. 3.11& 3.12, Section-III, ITB 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 90 Days of issue of LOA by REMCL for the selected Projects, REMCL shall have the right to deal the same as violation of EMD (Format 7.3A/7.3C).
3. We have submitted our response to RfS strictly as per Section - VII (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
4. 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 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.
5. 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.

6. 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.
7. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
8. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from REMCL.
9. 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.
10. We confirm that all the terms and conditions of our Bid are valid up to _____(*Insert date in dd/mm/yyyy*) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to RfS].
11. Contact Person

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

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

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

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

Thanking you,
We remain,
Yours faithfully,

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

FORMAT FOR POWER OF ATTORNEY

(Applicable Only incase of Consortiums)

(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 at..... as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium 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: -----

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-I, Definition of Terms of the RfS.

FORMAT FOR EARNEST MONEY DEPOSIT (EMD) IN THE FORM OF BANK GUARANTEE

(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 RE Power Developers for Supply of 1000 MW of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects, complemented with Power from any other source or storage in India under Tariff-based Competitive Bidding of the cumulative capacity of 1000 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 Limited (hereinafter referred to as 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 REMC]* forthwith without demur on demand in writing from REMCL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ *[Insert amount not less than that derived on the basis of Rs. 9.80 Lakhs per MW of cumulative capacity proposed]*, 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. 3.10, Section-III, ITB 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. 3.10, Section-III, ITB of this RfS]*. REMCL shall be entitled to invoke this Guarantee till _____ *[insert date of validity in accordance with Clause No. 3.10, Section-III, ITB 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 AXIS 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. 3.10, Section-III, ITB 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____

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 Project Developer') submitting the response to RfS inter alia for selection of the Projects Connected to ISTS Network in India 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 Buying Entity and Buying Entity 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 RE Power Project of the Project Developer and issuing Letter of Award No _____ to _____ (Insert Name of selected Project Developer) as per terms of RfS and the same having been accepted by the selected RPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Project 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 Project Developer/ Project Company]

This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of 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 Project 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 REMCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Project Developer/ Project Company, to make any claim against or any demand on the selected Project Developer/ Project Company or to give any notice to the selected Project 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 Project 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 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).

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

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

Reference:

Insurance Surety Bond No.:

Date:

In consideration of the [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for... [Insert subject of the RfS] of the cumulative capacity of..... MW [Insert cumulative Bid capacity/ Contracted Capacity proposed] for supply of power there from on long term basis, in response to the RfS No. dated..... issued by REMC Limited (hereinafter referred to as 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 Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)] 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 upto and not exceeding Rupees.....[Insert amount not less than that derived on the basis of Rs.....Lakhs per MW of Bid capacity / Contracted Capacity proposed], only, on behalf of M/s[Insert name of the Bidder] within 07 working days from the date of receipt of written demand by REMCL.

This guarantee shall be valid and binding on [Insert name of Insurance Company] up to and including [insert date of validity in accordance with Clause No...of this RfS] and shall not be terminable by notice or any change in the constitution of [Insert name of Insurance Company] 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 Guaranteeshall remain in force until.....[insert date of validity in accordance with Clause No..... of this RfS]. REMCL shall be entitled to invoke this Guarantee till..... [insert date of validity in accordance with Clause Noof this RfS].

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

The Guarantor Insurance Company 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 Insurance Company, in order to make the said payment to REMCL.

The Guarantor Insurance Company 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 Insurance Company shall not require REMCL to justify the invocation of this Insurance Surety Bond, nor shall the Guarantor Insurance Company have any recourse against REMCL in respect of any payment made hereunder.

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

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

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

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

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

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

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

For

[Insert Name and Address of the Insurance Company]

Contact Details of the Insurance Company:

E-mail ID of the Insurance Company:

Insurance Company's Stamp and Full Address.

Dated thisday of....., 20.....

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 “Selection of Project Developers for Supply of 1000 MW of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects with or without Storage”, 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 Submitted Separately for each Project)

(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 Selection of Project Developers for Supply of 1000 MW of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects with or without Storage;

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 controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of 02(Two)Years after commencement of supply of power.

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 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-----

Name:

Address:

2) Signature -----

Name:

Address:

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

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

Witnesses:

1) Signature -----

Name:

Address:

2) Signature -----

Name:

Address:

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

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

Witnesses:

1) Signature -----

Name:

Address:

(2) Signature -----

Name:

Address:

Signature and stamp of Notary of the place of execution

Note: -Technology Partner in a Consortium shall be a Company with equity participation less than 10%.

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****8th floor, PNB Building,****7, Bhikaji Cama Place,****New Delhi-110066**

Sub: Response to RfS No. REMCL/CO/PP/P-91/RTC/1000MW/2025 dated _____ for Selection of Project Developers for Supply of 1000 MW of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects with or without Storage

Dear Sir/ Madam,

We certify that the Bidding Company/ Member in a Bidding Consortium has a Net worth of INR Crore (..... 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 No. 4.3.1, Section-IV, Qualifying Requirements (QR) of the RfS as amended.

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 network is to be considered	Relationship with Bidding Company*	Net Worth (in 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 networth is to be considered	Relationship with Bidding Company* (If Any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in 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 has 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. *(Strike out if not applicable)*

Exhibit (i): Applicable in case of Bidding Company

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

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (In 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 (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Annual Turnover (in 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 has a Profit Before Depreciation Interest Taxes and Amortization(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. *(Strike out if not applicable)*

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 (in 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 PDBITA 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)	PDBITA (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate PBDITA (in 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 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.

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.REMCL/CO/PP/P-91/RTC/1000MW/2025 _____dated_____, that M/s _____(insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender, and that there is no major litigation pending or threatened against M/s _____(insert name of the Bidder) or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

(Name and Signature of the Authorized Signatory)

Format for Disclosure

[On the letter head of Bidding Company/ Each Member in a Bidding Consortium]

No.

Date

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

To

[Insert name and address of REMCL]

Sub: Response to RfS No. _____ dated _____ for Selection of Project Developers for Supply of 1000 MW of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects with or without Storage.

Dear Sir/ Madam,

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

We further declare 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 4.1.4 of the RfS, and are complying with the requirements as per the referred OM No. F.7/10/2021-PPD(1) 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 23.08.2023 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.

Further, the provisions as contained in the O.M. dated 09.12.2024 issued by MNRE on the subject "Amendment to ALMM Order for Implementation of ALMM for Solar PV cells" and its subsequent amendments and clarifications, shall also be applicable for this RfS.

We further declare that we are fully aware of the binding provisions of the list of Wind Turbine Models included in the RLMM issued by MNRE as on 22.06.2022 and updated from time to time.

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/RLMM Order, including those mentioned above.

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 Signatory

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/Member of Consortium)

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

To
Name and 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 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 4.1.4 of the RfS, and are complying with the requirements as per the referred OM No. F.7/10/2021-PPD(1) 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 23.08.2023 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.

Further, the provisions as contained in the O.M. dated 09.12.2024 issued by MNRE on the subject "Amendment to ALMM Order for Implementation of ALMM for Solar PV cells" and its subsequent amendments and clarifications, shall also be applicable for this RfS.

We further declare that we are fully aware of the binding provisions of the list of Wind Turbine Models included in the RLMM issued by MNRE as on 22.06.2022 and updated from time to time.

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/RLMM Order, including those mentioned above. 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 Signatory

(Note: Annexure to Format 7.8 will also be annexed to Format 7.8A.)

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:

MoF OM No. F.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

REMC Limited

8th floor, PNB Building,

7, Bhikaji Cama Place,

New Delhi-110066

Email: remcl@rites.com

Sub: Response to the Tender No dated for the
tender for

.....
.....

Dear Sir/ Madam,

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

We are hereby submitting the following declaration in this regard:

Declaration 1:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered. "

Declaration 2:

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

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

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

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)

(To be Submitted Separately for each Project)

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. REMCL/CO/PP/P-91/RTC/1000MW/2025 dated _____ for Selection of Project Developers for Supply of 1000 MW of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects, complemented with Power from any Other Source or Storage

Dear Sir/ Madam,

We hereby undertake to certify in line with **Clause No. 3.15, Section-III, ITB** under the title "Financial Closure" that the following details shall be furnished within **18months** from Effective Date of the PPA.

- 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.

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(s) and Capacity of RTC components including ESS if any	
3	Location and Technology of Third Party ESS if any	
4	Contracted Capacity proposedMW
5	Brief about the RTC Configuration breakup	
6	Details to be submitted in case of Third party ESS tie-up i) Proof of Tie-Up(submitted if existing at the time of Bid submission, the same can also be submitted within 30 days of issuance of LOA or prior to signing of PPA whichever is earlier)	to be enclosed as Annexure

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

8th floor, PNB Building,

7, Bhikaji Cama Place,

New Delhi-110066

Email : remcl@rites.com

Website: www.remcltd.com

Sub: Response to RfS No. REMCL/CO/PP/P-91/RTC/1000MW/2025 dated _____ for
Selection of Project Developers for Supply of 1000 MW of Round-the-Clock (RTC)
Power from Grid-Connected Renewable Energy (RE) Power Projects with or without
Storage

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) days
from the due date of submission of the response to RfS 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. *There can be only one tariff for all the projects applied for. If the bidder quotes two tariffs or combination thereof for the projects, then the bid shall be considered as non-responsive.*
2. *If the bidder submits the financial bid in the Electronic Form at ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
3. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
5. *Tariff should be in Indian Rupee up to two places of decimals only.*

PRELIMINARY ESTIMATE OF COST OF RE POWER PROJECT

Project Capacity:..... MW

Location:

Bidder may use any format to provide the break-up.

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.

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

- 1.1 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

- 1.2 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 plant must conform to the latest edition of IEC/ equivalent 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 Centers

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 Centers 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.

- 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 25years.
- 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, 25°C)
- vi. Wattage, I_m , V_m 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 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 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 and unit Batteries from the ESS

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 ESS 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) Rules, 2022, 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	50 MW	50 MW	50 MW	50 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) For commissioning of the Project, capacity of DC arrays installed shall be considered in multiple of 10 MW per unit. In case of part commissioning of 20 MW Project, each unit shall be required to have minimum 10 MW DC Arrays Capacity be installed.
- iv) Provisions of Article 4.6.1 of the PPA with HPD 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.

SAFETY STANDARDS TO BE FOLLOWED FOR 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 ESS, the Developer shall adhere to the relevant environmental and safety standards issued by Government of India from time to time.

COMMISSIONING PROCEDURE

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

CHECK LIST 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?	

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

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 Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender 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 Electronic Tender 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. Respond to REMCL Post-TOE queries

10. 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 Electronic Tender® 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	Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)
Email-ID	support@isn-ets.com [Please mark CC: support@electronictender.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 (Technical-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 No. 3.23, Section-III, ITB of RfS Documents, 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 'Electronic Forms®' 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 Electronic Forms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms® 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 Electronic Forms®, 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 Electronic Forms® and the 'Main-Bid', the contents of the Electronic Forms® 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 (ie 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.)
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. If bidder fails to submit correct pass-phrase immediately as requested by REMCL, the Tender Processing Fee and Tender Document Fee, if applicable, shall be forfeited and bid shall not be opened. 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.

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

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-V 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 ‘20’ 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 - C 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-electrontender.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 - V 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	60 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	20 Minutes
3.2	Automatic extension Time-Duration	20 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.

Check List for Financial Closure
(To be signed by the Authorized signatory of the RPD)
(RfS No. _____ dated _____)

Last Date for submission of documents related to Financial Closure – _____
(18 months from Effective Date of PPA)

Project Company Name _____

Project ID:- _____

LOA No. - _____ Dtd. - _____

Effective Date of PPA - _____

Scheduled Commissioning Date: - _____

1.0 Financial Closure - (Section III, Clause 3.15 of the RfS, including subsequent amendments & clarifications)

Details	Presently given in PPA
(1)	(2)
Location	
Technology	
Certificate from all financial institutions	<p>In case of tie up through Bank / Financial Institutions: -</p> <p>Document from Bank / Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (to be enclosed as Annexure-I).</p> <p>In case of Internal Resources: -</p> <p>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).</p> <p><i>Performa for the cases where funding will be from Company other than Project Company is at 'A-1'.</i></p>

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.

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 RE Power Project (Project ID.....), for generation and sale of RE 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 RE Power Project (Project ID.....), for generation and sale of RE 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.

Illustration regarding applicability of liquidated damages on account of shortfall in Power Supply (Clause 3.8.2, Section III of the RfS)

▪ **Assumptions**

- Each day consists of 96 time-blocks each of 15minutes.
- The data below is identical for all the days in a year.
- Contracted Capacity: **500 MW** (for which LoA has been issued, and PPA has been signed)
- Considering the 5th Contract Year after COD of the Project.
- Tariff applicable for that year:
 - Tariff: A₅: **Rs. 4.00/kWh**
- Power supply profile for a typical month in the 5th year:

Time Block	Duration	Power Offered		Reqd Min Availability Time Block wise		Actual Time Block wise Availability	Energy Shortfall in meeting 50% Availability in Time Block wise
(T)	Hrs	MW	MWh	MW	MWh	%	MWh
1	0.25	200	50	250	62.5	40.00%	12.5
2	0.25	200	50	250	62.5	40.00%	12.5
3	0.25	200	50	250	62.5	40.00%	12.5
4	0.25	200	50	250	62.5	40.00%	12.5
5	0.25	220	55	250	62.5	44.00%	7.5
6	0.25	220	55	250	62.5	44.00%	7.5
7	0.25	220	55	250	62.5	44.00%	7.5
8	0.25	220	55	250	62.5	44.00%	7.5
9	0.25	220	55	250	62.5	44.00%	7.5
10	0.25	220	55	250	62.5	44.00%	7.5
11	0.25	300	75	250	62.5	60.00%	0
12	0.25	300	75	250	62.5	60.00%	0
13	0.25	500	125	250	62.5	100.00%	0
14	0.25	500	125	250	62.5	100.00%	0
15	0.25	500	125	250	62.5	100.00%	0
16	0.25	500	125	250	62.5	100.00%	0
17	0.25	500	125	250	62.5	100.00%	0
18	0.25	500	125	250	62.5	100.00%	0
19	0.25	500	125	250	62.5	100.00%	0
20	0.25	500	125	250	62.5	100.00%	0
21	0.25	500	125	250	62.5	100.00%	0
22	0.25	500	125	250	62.5	100.00%	0
23	0.25	500	125	250	62.5	100.00%	0
24	0.25	500	125	250	62.5	100.00%	0
25	0.25	500	125	250	62.5	100.00%	0
26	0.25	500	125	250	62.5	100.00%	0
27	0.25	500	125	250	62.5	100.00%	0
28	0.25	500	125	250	62.5	100.00%	0
29	0.25	500	125	250	62.5	100.00%	0
30	0.25	500	125	250	62.5	100.00%	0
31	0.25	500	125	250	62.5	100.00%	0
32	0.25	500	125	250	62.5	100.00%	0
33	0.25	500	125	250	62.5	100.00%	0
34	0.25	500	125	250	62.5	100.00%	0
35	0.25	500	125	250	62.5	100.00%	0
36	0.25	500	125	250	62.5	100.00%	0
37	0.25	500	125	250	62.5	100.00%	0
38	0.25	500	125	250	62.5	100.00%	0

39	0.25	500	125	250	62.5	100.00%	0
40	0.25	500	125	250	62.5	100.00%	0
41	0.25	500	125	250	62.5	100.00%	0
42	0.25	500	125	250	62.5	100.00%	0
43	0.25	500	125	250	62.5	100.00%	0
44	0.25	500	125	250	62.5	100.00%	0
45	0.25	500	125	250	62.5	100.00%	0
46	0.25	500	125	250	62.5	100.00%	0
47	0.25	500	125	250	62.5	100.00%	0
48	0.25	500	125	250	62.5	100.00%	0
49	0.25	500	125	250	62.5	100.00%	0
50	0.25	500	125	250	62.5	100.00%	0
51	0.25	500	125	250	62.5	100.00%	0
52	0.25	500	125	250	62.5	100.00%	0
53	0.25	500	125	250	62.5	100.00%	0
54	0.25	500	125	250	62.5	100.00%	0
55	0.25	500	125	250	62.5	100.00%	0
56	0.25	500	125	250	62.5	100.00%	0
57	0.25	500	125	250	62.5	100.00%	0
58	0.25	500	125	250	62.5	100.00%	0
59	0.25	500	125	250	62.5	100.00%	0
60	0.25	500	125	250	62.5	100.00%	0
61	0.25	500	125	250	62.5	100.00%	0
62	0.25	500	125	250	62.5	100.00%	0
63	0.25	500	125	250	62.5	100.00%	0
64	0.25	500	125	250	62.5	100.00%	0
65	0.25	500	125	250	62.5	100.00%	0
66	0.25	500	125	250	62.5	100.00%	0
67	0.25	500	125	250	62.5	100.00%	0
68	0.25	500	125	250	62.5	100.00%	0
69	0.25	500	125	250	62.5	100.00%	0
70	0.25	500	125	250	62.5	100.00%	0
71	0.25	500	125	250	62.5	100.00%	0
72	0.25	500	125	250	62.5	100.00%	0
73	0.25	400	100	250	62.5	80.00%	0
74	0.25	400	100	250	62.5	80.00%	0
75	0.25	400	100	250	62.5	80.00%	0
76	0.25	400	100	250	62.5	80.00%	0
77	0.25	300	75	250	62.5	60.00%	0
78	0.25	300	75	250	62.5	60.00%	0
79	0.25	300	75	250	62.5	60.00%	0
80	0.25	300	75	250	62.5	60.00%	0
81	0.25	300	75	250	62.5	60.00%	0
82	0.25	300	75	250	62.5	60.00%	0
83	0.25	300	75	250	62.5	60.00%	0
84	0.25	300	75	250	62.5	60.00%	0
85	0.25	300	75	250	62.5	60.00%	0
86	0.25	300	75	250	62.5	60.00%	0
87	0.25	300	75	250	62.5	60.00%	0
88	0.25	300	75	250	62.5	60.00%	0
89	0.25	300	75	250	62.5	60.00%	0
90	0.25	300	75	250	62.5	60.00%	0
91	0.25	300	75	250	62.5	60.00%	0
92	0.25	300	75	250	62.5	60.00%	0
93	0.25	300	75	250	62.5	60.00%	0
94	0.25	300	75	250	62.5	60.00%	0
95	0.25	300	75	250	62.5	60.00%	0
96	0.25	300	75	250	62.5	60.00%	0
Total (MWh)			10080	Total Time Block wise Shortfall (MWh)			95
Total (MWh) offered (%)			84.00%				

Daily Energy Shortfall in meeting the minimum Time Block wise Availability = 95 MWh
Annual availability of the project (=Average of daily availabilities): 84 %

Liquidated damages on account of shortfall in Power offered

1. Shortfall in minimum annual availability of the Project:

Min. required average Power to be offered in a typical from the Project (@85% availability) = $(0.85 \times \text{Contracted Capacity}) = 425 \text{ MW}$
Power offered from the project annually on avg. basis = 420 MW
Shortfall in average power offered = $425 - 420 = 5 \text{ MW}$
Damages for shortfall in annual availability = (Shortfall in average power offered x no. of hours in the year x tariff applicable x 2 x 1000) = $5 \times 8760 \times 4.00 \times 1.5 \times 1000 = \text{Rs. } 26.28 \text{ Cr./-}$

2. Shortfall in minimum Time Block wise Availability (i.e below 50%):

Annual Energy for the time Block wherein Availability is less than 50% = (Daily Energy for the Time Block Wherein Availability is less than 50% x Nos of days in year) = $95 \times 365 \text{ MWh} = 34675 \text{ MWh}$
Damages for shortfall in Time Block wise availability below 50% = (Shortfall in energy x tariff applicable x 2 x 1000) = $34675 \times 4.00 \times 1.5 \times 1000 = \text{Rs. } 20.80 \text{ Cr/-}$

As per the provisions of the RfS and PPA, maximum of the above two damages will be levied on the developer for the corresponding Contract Year

Note: The above illustration has been provided for a sample daily data, based on assumptions as indicated. Actual calculations for liquidated damages will be made for the yearly data as per REA.

Annexure-F: Integrity Pact & its Agreement *(Duly Signed Copy is enclosed separately)*
[page no.139 to 154]

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