



## REMC Limited

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

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### **Request for Selection (RfS) Document**

**For**

**Selection of Project Developers for the supply of  
695 MW of Round-the-clock (RTC) power from grid-connected  
Renewable Energy (RE) power projects with or without storage to operate  
in tandem with an existing 500 MW IRPL & 195 MW RUMSL solar PV  
power plant.**

Tender Search Code on ISN-ETS: REMCL-2024-TN000001

**RfS no.: REMCL/CO/PPP/P-91/RTC/695 MW/2024**

Dated: 10.01.2024

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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 respects. 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 respects 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 a 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: \_\_\_\_\_

## **BID INFORMATION SHEET**

The brief details of the RfS are as under:

(A)	Name of work/ brief scope of work/ job	<ol style="list-style-type: none"> <li>1. Selection of Project Developers for the supply of 695 MW of Round-the-clock (RTC) power from grid-connected Renewable Energy (RE) power projects with or without storage to operate in tandem with an existing 500 MW IRPL &amp; 195 MW RUMSL solar PV power plant.</li> <li>2. Land and Connectivity shall be in the scope of the RE Project Developer.</li> <li>3. RE RPDs have to submit bids separately for <b>Project-1:</b> 500 MW RTC in tandem with existing 500 MW IRPL solar power supply and <b>Project-2:</b> 195 MW RTC in tandem with existing 195 MW RUMSL solar power supply.</li> </ol>				
(B)	RfS No. & Date	REMCL/CO/PP/RTC/695 MW/2023 Date:.....				
(C)	Type of bidding system	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Single bid system</td> <td style="width: 50%; text-align: center;"><input type="text"/></td> </tr> <tr> <td>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="width: 50%;">E-Tender</td> <td style="width: 50%; text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td>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)	Document fee/ Cost of RfSdocument (non-refundable)	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Applicable</td> <td style="width: 50%; text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td>Not applicable</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>	Applicable	<input type="text" value="Yes"/>	Not applicable	<input type="text"/>
Applicable	<input type="text" value="Yes"/>					
Not applicable	<input type="text"/>					

		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),orintheformofDD/PayOrder along with the response to RfS in favour of “ REMC Ltd.”, payable at Gurugram (Haryana) for participation in Project-1 and/or Project-2.					
(G)	Bid processing fee	<table border="1"> <tr> <td>Applicable</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Not applicable</td> <td><input type="checkbox"/></td> </tr> </table>	Applicable	<input type="checkbox"/>	Not applicable	<input type="checkbox"/>	Rs. 10 Lakh + 18% 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) for participation in Project-1 and/or Project-2.
Applicable	<input type="checkbox"/>						
Not applicable	<input type="checkbox"/>						
(H)	Earnest money deposit (EMD)	<table border="1"> <tr> <td>Applicable</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Not applicable</td> <td><input type="checkbox"/></td> </tr> </table>	Applicable	<input type="checkbox"/>	Not applicable	<input type="checkbox"/>	Bid Security (EMD) amounting INR 9.80 Lakh (Nine Lakh Eighty Thousand) per MW separately for each Project-1 & Project-2 to be submitted in the form of Bank Guarantee along with response to RfS.
Applicable	<input type="checkbox"/>						
Not applicable	<input type="checkbox"/>						
(I)	Performance bank guarantee	<table border="1"> <tr> <td>Applicable</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Not applicable</td> <td><input type="checkbox"/></td> </tr> </table>	Applicable	<input type="checkbox"/>	Not applicable	<input type="checkbox"/>	
Applicable	<input type="checkbox"/>						
Not applicable	<input type="checkbox"/>						
(J)	Date, time and venue of pre-bid meeting	Shall be notified in due course on ISN-ETS portal					

(K)	Offline & online bid-submission deadline	As per NIT on ISN-ETS portal
(L)	Techno-commercial bid opening	As per NIT on ISN-ETS portal
(M)	E-reverse auction (e-RA)	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.
(N)	Contact details of ISN-ETS portal	M/s Electronic Tender.com (India) Pvt. Ltd. Gurugram Contact Person : ISN-ETS Support Team Customer Support: +91-124-4229071, 4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com
(O)	Name, designation, address and other details for submission of response to RfS	CEO, REMC Limited 8 <sup>th</sup> 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. Shri Sanjay Singh, Group General Manager (GGM) 2. Shri Manish Tiwari, General Manager 3. Shri Manivishnu M, Manager

## SCHEDULE OF BIDDING PROCESS

REMC Ltd. shall endeavor to adhere to the following schedule to conduct the bid process:

S.N.	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 intimated later
11.	E-reverse auction	
12.	Issuance of letter of intent (LOI)	
13.	Signing of PPA	
14.	Validity of bid	180 days from the bid due date

1. Bids must be submitted strictly in accordance with Section- III, 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>.

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 9 of 146
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## SECTION I: DEFINITION OF TERMS

The 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 per cent) 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).

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11. "CHARTERED ACCOUNTANT" shall mean a person practising in India or a firm whereof all the partners practising 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 practising 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 the Buying Entity for supply by the RPD to the Buying Entity at the Delivery Point from the Project, based on which the PPA is executed with the Buying Entity.
15. "CONTRACT YEAR" shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding 31<sup>st</sup> March and thereafter each period of 12 months beginning on 1<sup>st</sup> April and ending on 31<sup>st</sup> March provided that:
- (a) In the financial year in which the Scheduled Commencement of Supply Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commencement of Supply Date and a new Contract Year shall commence once again from the Scheduled Commencement of Supply Date and end on the immediately succeeding 31<sup>st</sup> March, and thereafter each period of 12 (Twelve) Months commencing on 1<sup>st</sup> April and ending on 31<sup>st</sup> 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 per cent) of the voting shares of such Company or the 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).

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 11 of 146
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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.

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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 the 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 the case of a Technology Partner is a member of 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, that holds more than 50% voting rights and paid-up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;
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 a common transmission system shall be constructed and maintained by the RPD(s) to get connected to the ISTS substation. The voltage level for such a 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 forecasting and scheduling of individual Projects. The losses in the

<p>Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL &amp; 195 MW RUMSL solar power supply</p>	<p>RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024</p>	<p>Page 13 of 146</p>
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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 commissioned if all equipment as per rated project capacity has been installed and energy has flown into the 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 a Round-The-Clock manner;

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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 the 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 DOCUMENTS" 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/\_\_\_\_\_ 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. Not used
49. "SCHEDULED COMMENCEMENT-OF-SUPPLY DATE" or "SCSD" shall be the date corresponding to the date of commencement of supply as indicated in the as indicated in Clause no 3.16.1 (a)of RfS.
50. "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;
51. "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;
52. "TOE" shall mean Tender Opening Event.
53. "TIME BLOCK" means any time block of 15-minute period or any duration as directed by CERC from time to time, for which specified electrical parameters and quantities are recorded by a special energy meter, with the first time block starting at 00.00 hrs;
54. "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;
55. "WEEK" shall mean calendar week beginning Monday.
56. "IRPL" shall mean IRCON Renewable Power Limited.
57. "RUMSL" shall mean Rewa Ultra Mega Solar Limited.

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## SECTION II: INVITATION FOR BID (IFB)

### INVITATION FOR BIDS (IFB) FOR

**Selection of Project Developers for the supply of 695 MW of Round-the-clock (RTC) power from grid-connected Renewable Energy (RE) power projects with or without storage to operate in tandem with an existing 500 MW IRPL & 195 MW RUMSL solar PV power plant.**

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

- 2.1 REMCLtdformerlyknownas“RAILWAYENERGYMANAGEMENTCOMPANYLIMITED” is a Joint Venture (JV) company of the Ministry of Railways (49%) and RITES Ltd. (51%), hereinafter referred to as “REMCL”, having its Registered andCorporateofficeat 8<sup>th</sup>Floor,PNBBuilding, 7,BhikajiCamaPlace,NewDelhi-110066.MinistryofRailwayshasdesignatedREMCLtd as the Nodal Agency of Indian Railways for the implementation of Renewable EnergyProjects.
- 2.2 Indian Railways is availing traction power as a Deemed Licensee 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 the target of Mission Net-Zero Carbon emission by 2030. Accordingly, Indian Railways planning to procure RE power to fulfil its energy needs as a policy initiative.
- 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 and further amended vide Gazette Resolutions dated 03.11.2020 & 05.02.2021. MOP issued Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems vide No. 23/03/2023-R&R dated 09.06.2023.These Guidelines are being issued under section 63 of the Act to enable procurement of Round-The-Clock (RTC) power by DISCOMs/Distribution Licensees from grid-connected Renewable Energy (RE) power projects, complemented/ balanced with power from any other source, through a tariff-based competitive bidding process. This RfS document including PPA has been broadly prepared in line with the above Guidelines issued by MoP including subsequent amendments and clarifications.

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2.4 The 695 MW (500 MW + 195 MW) RE RTC power shall operate in tandem with following existing solar power supply arrangements;

- (i) Indian Railways signed a Power Purchase Agreement (PPA) with M/s IRCON Renewable Power Limited (IRPL) for the procurement of 500 MW of solar power for a period of 25 years. Under this agreement, solar power will be supplied from Pavagada Solar Park in the state of Karnataka with a guaranteed annual electricity supply of 1076 million units. The 500 MW power will be injected at 400/220 kV Pavagada PGCIL ISTS Substation through a dedicated transmission line connecting the solar power projects. The anticipated commercial operation of this project is September 2024.
- (ii) Indian Railways signed a Power Purchase Agreement (PPA) with M/s Rewa Ultra Mega Solar Limited (RUMSL) for the procurement of 195 MW (in optimum scheduling mode) of solar power for a period of 25 years. Under this agreement 757 million units of solar power will be supplied annually. The 195 MW power will be injected at various CTU Substation in the state of Madhya Pradesh. The anticipated commercial operation of various units of this project is between November 2023 to February 2024.

The tentative solar power supply profile from IRPL and RUMSL are provided at Annexure-G-1 & G-2.

2.5 In the above backdrop, Indian Railways is planning to procure 695 MW RTC power from grid-connected Renewable Energy (RE) power projects with or without storage to operate in tandem with the 500 MW solar power project of M/s IRPL and 195 MW of RUMSL as mentioned in clause 2.4 above. For the avoidance of doubt, it is worth mentioning that the proposed 695 MW RTC power supply will also include the existing 500 MW solar power supply from IRPL and 195 MW of RUMSL, the RPD will supply power only for the time blocks where power is not available from the existing 695 MW solar power plant and fulfil annual availability and time block availability as specified in clause 3.8 of this bid document. A tentative generation profile and time Block availability of the existing 500 MW & 195 MW solar power plant have been provided in Annexure G-1 & G-2 respectively.

RE RPDs have to submit bids separately for **Project-1:** 500 MW RTC in tandem with existing 500 MW IRPL solar power supply and **Project-2:** 195 MW RTC in tandem with existing 195 MW RUMSL solar power supply. The bidders are free to participate in either or both of the projects depending upon their technical & financial capability.

2.6 REMC Ltd. for & on behalf of the Ministry of Railways invites eligible Bidders to participate in the bidding process for the “Selection of Project Developers for the supply of 695 MW of Round-the-clock (RTC) power from grid-connected Renewable Energy (RE) power projects with or without storage to operate in tandem with an existing 500 MW IRPL & 195 MW RUMSL solar PV power plant.” Here, REMCL shall be an Authorised Representative of Indian Railways for conducting the bid process. After completion of the bid process, the Buying entity shall enter into a Power Purchase Agreement (PPA) with the successful Bidder(s) selected based on this RfS for

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 17 of 146
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the purchase of RTC Power for a period of 25 years based on the terms, conditions and provisions of the RfS.

- 2.7 The bidding process will be a single stage two packet centralized bidding process carried out by REMC Ltd. on behalf of the Buying entity. The bid document comprises RfS and PPA.

The bidders will submit one bid package for each project comprising the technical and financial qualifications with supporting documents corresponding to the requirements of Request for Selection (RfS) on the e-bidding portal on or before the Bid due date.

- 2.8 Power procured by the Buying entity from the above Projects has been a provision 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. The 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

- 2.9 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 the ISN-ETS portal <https://www.bharat-electronictender.com>.

- 2.10 The buying Entity shall enter into a PPA with successful RPDs for a period of 25 years as per the provisions of the 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 the Project by the RPD which have a direct effect on the Project, shall only be considered as a 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 of 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 the 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 incentives 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.

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2.11 Under the RfS, the **minimum bid capacity shall be 100 MW for Project-1 & 50 MW for Project-2**. Project wise, RPD shall supply RE Power complemented with dispatchable power from any other source/capacity/component, in a Round-the-Clock manner, keeping availability as stated below:

(i) **Project-1: 500 MW RTC with existing 500 MW IRPL Solar Power:**

Parameters	Requirement
The gross energy demand of 500 MW RTC power	4380 Million kWh (MU)
Energy supplied by IRPL 500 MW solar power plant	1076 Million kWh (MU)
Net energy demand from proposed 500 MW RTC power	3304 Million kWh (MU)
The minimum annual availability of the project (for the first three contract years)	75% of net RTC demand (2478 Million kWh (MU))
The minimum annual availability of the project (for the rest of the contract years)	85% of net RTC demand (2808.4 Million kWh (MU))
15-minute time block-wise minimum availability except for the time blocks supplied by the IRPL 500 MW solar power plant (for the entire contract period)	50% (i.e. 50% of Net RTC power demand)

(ii) **Project-2: 195 MW RTC with existing 195 MW RUMSL Solar Power:**

Parameters	Requirement
The gross energy demand of 195 MW RTC power	1708 Million kWh (MU)
Energy supplied by RUMSL 195 MW solar power plant	757 Million kWh (MU)
Net energy demand from proposed 195 MW RTC power	951.2 Million kWh (MU)
The minimum annual availability of the project (for the first three contract years)	75% of net RTC demand (713.40 Million kWh (MU))
The minimum annual availability of the project (for the the rest of the contract years)	85% of net RTC demand ( 808.52 Million kWh (MU))
15-minute time block-wise minimum availability except for the time blocks supplied by the RUMSL 195 MW solar power plant (for the entire contract period)	50% (i.e. 50% of Net RTC power demand)

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.

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2.12 If the project is transferred or sold to a third party during its tenure (after an initial lock-in period of one year after SCSD), the 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 AND ELIGIBLE PROJECTS UNDER THIS RfS**

2.13 The Projects to be selected under this RfS for an aggregate capacity of 695 MW to be installed anywhere 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 Government Policies (wherever applicable), where the project is located.

2.14 Bidders are allowed to form Consortia under the RfS.

2.15 The RPD shall set up RE Generating system(s) with or without Energy Storage Systems (ESS) for the supply of RE Power in order to meet the commitment of RTC supply. It is hereby clarified that ESS may be constituted as part of the project or may be tied up with a third party separately by the RPD. However, it is clarified that the ESS power supplied for this project should be from the RE source.

2.16 Projects under construction, projects that are not yet commissioned, and projects already commissioned but do not have any long-term PPA with any agency and selling power on a 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**

2.17 The complete RfS documents are available at the 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.

2.18 Interested bidders have to 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 are 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

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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 proper uploading/ submission of the bid in accordance with the relevant provisions of Section II - ITB of the Bidding documents.

2.19 While submitting/ uploading the bids, the system through the 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 the bid with the passphrase provided by the bidder, REMCL at 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 the bid cannot be opened within a reasonable time for any whatsoever reason. In such a case, the bid shall be sent unopened to the 'Archive' on the portal and shall not be considered at all any further.

2.20 A single stage two envelope bidding procedure will be adopted and will proceed as detailed in the RfSdocuments. 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 RfSdocuments/ contract signed between REMCL and the RPD for the package.

2.21 Bidders should submit their bid proposal online complete in all aspects on or before the last date and time of Bid submission as mentioned on the ISN-ETS Portal <https://www.bharat-electronictender.com> as indicated in the Bid Information Sheet.

2.22 Bidder shall submit bid proposal along with RfSdocument Fees (non-refundable) and Bid Processing Fees (non-refundable), Earnest Money Deposit(EMD) complete in all respects as per the Bid Information Sheet. Techno-commercial bids will be opened as per the Bid Information Sheet in the 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 that any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

2.23 RfS documents which include eligibility criteria, technical specifications, various conditions of contract, formats etc. can be downloaded from ISN-ETS Portal (<https://www.bharat->

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[electronic tender.com](http://electronic tender.com)). It is mandatory to download an official copy of RfS document from the 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 the 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 the ISN-ETS website shall prevail.

2.24 The detailed Qualifying Requirements (QR) are given in Section IV of RfS.

2.25 REMCL shall conduct e-Reverse Auction (e-RA), as per provisions of RfS documents.

2.26 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 and vice versa.
2. An applicable law shall be construed as a 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 have been inserted for the case of reference only and shall not affect the interpretation of this agreement.

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## SECTION III: INSTRUCTION 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 the REMCL/Buying Entity. It also provides information on bid submission and uploading the bid on the portal <https://www.bharat-electronictender.com>, bid opening, evaluation and 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/Buying Entity and Bidders/RPDs shall be governed by the RfS Documents/Contracts signed between the Buying Entity 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 Document

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 and other documents after login into the ISN-ETS portal by using the Login ID and 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 Document & Processing Fees

Prospective Bidders interested in participating 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 the 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

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Bids submitted without the 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.

### MSME Exemptions:

MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/DIC/UdyogAadhar/UdyamAadhar only are exempted from submission of Cost of the RfS document, Earnest Money Deposit (EMD) and Bid Processing Fee. For a Consortium to be eligible for exemption from submission of Cost of RfS document, Earnest Money Deposit and Bid Processing Fee all the members of the Consortium shall be registered as MSME.

### 3.3 Total capacity offered

3.3.1 Selection of RE power projects for a total capacity of 695 MW (500 MW+195 MW) will be carried out through a tariff-based competitive bidding process followed by an e-Reverse Auction process. The Projects may be set up anywhere in India.

RE RPDs have to submit bids separately for **Project-1**: 500 MW RTC in tandem with existing 500 MW IRPL solar power supply and **Project-2**: 195 MW RTC in tandem with existing 195 MW RUMSL solar power supply.

3.3.2 Interested Bidders are required to participate in the Request for Selection (RfS) for the installation of ISTS-connected RE power projects on a 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 interconnection with the ISTS substation at a voltage level of 220kV or above.
- (b) The RfS has been issued for procurement of power for “Contracted Capacity” of 695 MW (500 MW+195 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) The “RE Project Capacity” can be more than the “Contracted Capacity” of RTC power as explained in item (f) below. 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.

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(f) Thus, for indicative purpose,

(i) A possible “RTC configuration” against a Contracted Capacity of 500 MW could be:

Solar PV component: 500MW (Existing solar power 500 MW not included)

Wind Power component: 1100MW

ESS capacity: 1700 MWh

(ii) A possible “RTC configuration” against a Contracted Capacity of 195 MW could be:

Solar PV component: 25 MW (Existing solar power 195 MW not included)

Wind Power component: 650 MW

ESS capacity: 850MWh

(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 the 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 six months subsequent to signing of PPA. However, this shall be at the sole risk and cost of RPD and he shall not be entitled for extension in SCSD 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 SCSD 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 SCSD 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 the ESS installed, if any, may be located anywhere – may be co-located or located at different locations. The different components of RTC power i.e. solar, wind, hydro etc. can be connected with the ISTS network at different ISTS sub-stations.

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### 3.5 Project Scope & Technology Selection

Under this RfS, the RPD shall set up the 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 with 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

The 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 (Contracted Capacity) between (and including) 100 MW to 500 MW for Project-1 and for 50 MW to 195 MW for Project-2, 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 (Contracted Capacity) to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall not be more than 695 MW (500 MW + 195 MW).
- (c) The evaluation of bids shall be carried out as described in Section V of RfS. The methodology for the 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 Systems for transmission of electricity and other regulations (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). The 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.

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- 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 (intra-state transmission system) to bring RE power at ISTS point, he may do so as per the rules and regulations prescribed by the respective SERC in this regard. The maintenance of the Transmission system up to the interconnection point shall be the 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 up to the Interconnection Point. The entire cost of transmission including the cost of construction of the line, wheeling charges, SLDC/Scheduling charges, System Operation Charges (SOC) & Market Operation Charges (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 the Transmission system up to the interconnection 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 Entity. Arrangements shall be put in place prior to the commissioning of the 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 The 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.

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(d) In case of the 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 the 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. REMCL/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 Entity 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 the cost of construction of the 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 the 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 have available margins 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.

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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 LOA, 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, same shall be immediately notified by 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 the technical feasibility of connectivity of the plant to the ISTS substation. Connectivity shall be ensured by the RPD prior to commissioning of the Project.
- 3.7.12 The 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. In that case, the responsibility for all the charges or/and losses shall be on the RPD account.
- 3.7.13 It is clarified that STU charges and losses for the RE component of the Project beyond delivery point and up to the Railway load centre 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 the grant and operationalization of GNA is contingent upon the Grant of Connectivity which is the responsibility of RPD.

RPD, within one month of the signing of PPA, shall submit a detailed plan along with milestones and timelines with respect to the operationalization of GNA by stipulated SCSD, 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 an application for GNA and enter into required agreements with CTU/STU.

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

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

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### 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. Project wise, the RPD shall install, operate and maintain the Project to supply RE Power in a Round-The-Clock manner, keeping availability as stated below.

##### (i) Project-1: 500 MW RTC in tandem with existing 500 MW IRPL Solar power

Parameters	Requirement
The gross energy demand of 500 MW RTC power	4380 Million kWh (MU)
Energy supplied by IRPL 500 MW solar power plant	1076 Million kWh (MU)
Net energy demand from proposed 500 MW RTC power	3304 Million kWh (MU)
The minimum annual availability of the project (for the first three contract years)	75% of net RTC demand (2478 Million kWh (MU))
The minimum annual availability of the project (for the rest of the contract years)	85% of net RTC demand (2808.4 Million kWh (MU))
15-minute time block-wise minimum availability except for the time blocks supplied by the IRPL 500 MW solar power plant (for the entire contract period)	50% (i.e 50% of Net RTC power demand)

##### (ii) Project-2: 195 MW RTC in tandem with existing 195 MW RUMSL Solar power

Parameters	Requirement
The gross energy demand of 195 MW RTC power	1708 Million kWh (MU)
Energy supplied by RUMSL 195 MW solar power plant	757 Million kWh (MU)
Net energy demand from proposed 195 MW RTC power	951.2 Million kWh (MU)
The minimum annual availability of the project (for the first three contract years)	75% of net RTC demand (713.40 Million kWh (MU))
The minimum annual availability of the project (for the rest of the contract years)	85% of net RTC demand ( 808.52 Million kWh (MU))
15-minute time block-wise minimum availability except for the time blocks supplied by the RUMSL 195 MW solar power plant (for the entire contract period)	50% (i.e 50% of Net RTC power demand)

- (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

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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 the 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 the electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003 and their subsequent amendments.
- (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 the scheduling of power by the buying entity.
- (f) The renewable energy component [including Energy Storage System (ESS) component charged with RE sources] bought under this Scheme shall be eligible for RPO compliance. If RE power has wind, hydro or other RPO component, the apportionment of RPO between wind, hydro or other RPO shall be on the lines of principle adopted in case of hybrid plants. If the ESS capacity will be deployed in the project then the same can be used for fulfilling the Storage Power Obligations as per the GoI orders or notifications. 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 200% 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 200% 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.

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- (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 the 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 the 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

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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 "Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 notified by the Ministry of Power vide Gazette notification dated 3rd June 2022" and "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 the following manner. For claiming compensation, the RPD must sell its power in the power exchange as a price taker under intimation to the Buying entity. Thus, the compensation would be limited to the difference of the actual generation up to the 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
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<p>Grid unavailability beyond 175 hours in a year, as defined in the PPA</p>	<p>Generation Compensation = (Applicable Tariff X Power (MW) offered but not scheduled by Procurer) X 1000 X No. of hours of Reduced Offtake.</p> <p>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.</p> <p>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.</p>
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### 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 22<sup>nd</sup> 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 the Ministry of Defence (if applicable).
- (g) Any other clearances required for the Power evacuation.

The above clearances, as applicable to the Project, shall be required to be submitted to the Buying entity prior to the commissioning of the Project. In case any of the clearances indicated above are not applicable to 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 all the 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 granting the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

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### 3.10 Earnest Money Deposit (EMD)

- (a) Earnest Money Deposit (EMD) of INR 9.80 Lakh (Nine Lakh Eighty Thousand) per MW (bid capacity) in the form of a Bank Guarantee according to Format 7.3A and valid for 09 months from the last date of 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 the 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. A Bank Guarantee issued by a 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, a 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 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 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 instead of the cash deposit with the clear position intimated to the bidder that the EMD Bank Guarantee shall be encashable for being appropriated by REMCL in terms of the guarantee as in the case of appropriation of the cash deposit lying with REMCL.
- (d) The phrase “Bank Guarantee (BG) towards/against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG) towards/against EMD” only.
- (e) Bidder has to submit EMD separately for each Project 1 & 2

### 3.11 Performance Bank Guarantee (PBG)

- 3.11.1 Bidders selected by REMCL based on this RfS shall submit a **Performance Bank Guarantee for a value of INR 20,00,000 (Twenty Lakh) per MW**(contracted capacity) to the Buying entity at least seven (7) working days prior to the signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to Format 7.3B with a validity period commencing from the Effective Date of the PPA and up to (and including) the date as of nine (9) months after the Scheduled Commencement of Supply Date of the Project. Verification of the total Performance Bank Guarantee in the acceptable form shall be done by the buying entity. On receipt and after successful verification of the Performance Bank

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

In case of delay in making full payment of the 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, the balance amount to be paid shall attract an Interest rate @ one-year SBI MCLR rate /annum +18% GST on a pro-rata basis.

- (b) Delay beyond one (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 thirty (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 the 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 the Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. A Bank Guarantee issued by a 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 Format 7.3A (Format for EMD) and 7.3B (Format for PBG) shall be strictly adhered to and any deviation from the above Formats shall result in the 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

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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 based on this RfS must sign a PPA with the buying entity within ninety (90) days after the issue of the LoA. In case the buying entity offers to execute the PPA with the Selected Bidder and 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 period, then Bank Guarantee equivalent to the amount of the EMD shall be encashed by REMCL from the Bank Guarantee available with REMCL/ Buying entity (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled. 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 the 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 the case of Bank Guarantees issued by a 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 in 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 the EMD of the unsuccessful Bidders within fifteen (15) days after the completion of the e-Reverse Auction.

The PBG of RPDs shall be returned to them by the Buying entity, immediately after the 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.

### 3.12 Success Charges

The Selected Bidder shall 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 expenses. 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 a per-day basis, on the total Success Charges, till

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(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 the deposit of the Success Charges to REMCL. In case of delay in making full payment of the 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, the balance amount to be paid shall attract an Interest rate @ one-year SBI MCLR rate /annum on a pro-rata basis.

### 3.13 Forfeiture of EMD

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

- (a) If the bidder withdraws or varies the bid after the due date and time of bid submission and during the validity of the bid;
- (b) In case, the buying entity offers to execute the PPA with the Selected Bidder and 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 the response to RfS are misleading or misrepresented in any way;
- (d) If the bidder fails to furnish the 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 The buying entity shall enter into a Power Purchase Agreement (PPA) with Bidders selected based on this RfS for Project-1 and Project-2 separately. A copy of the standard Power Purchase Agreement to be executed between the buying entity and the selected RPD will be made available on the ISN-ETS Portal <https://www.bharat-electronictender.com>. PPA will be executed between the Buying entity and the selected bidder or its SPV for each Project. The PPA shall be valid for a period of 25 years as per the provisions of the 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.

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 the signing of PPA. Before the signing of the PPA between the 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

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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 Buying Entity/REMCL within seventy (70) days of the issue of LoA. In case of delay in submission of documents beyond the 70 days as mentioned above, Buying Entity/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, the buying entity will be obliged to buy power only up to 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 the Buying Entity.
- 3.14.6 “Applicable Tariff” means the quoted single-part tariff, which shall be quoted for each year for 25 years of the term of the PPA, subject to the condition that the tariff for a particular year is not less than the tariff of the 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 3.24.2(II) of the RfS.

**Note:** It is mentioned that as per the latest instructions by the Ministry of Power order no. 23/12/2016-R&R dated 23.11.2021 & 30.11.2021 there is a 100% waiver on ISTS charges for Solar, Wind, Hydro, PSP and BESS projects commissioned up to 30.06.2025. Further, if the SCSD of the project is extended on account of delays on the 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 example, if the Effective Date of the PPA is 12.10.2023, then the scheduled Financial Closure date shall be 11.03.2025).

The tariff will be intimated to the Appropriate Commission by the Buying Entity.

- 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 A checklist of documents to be submitted at this stage is provided in Annexure D of the RfS.

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3.15.4 In case of default in achieving the above condition, as may be applicable within the stipulated time, the Buying entity shall be entitled to encash Performance Bank Guarantees and shall remove the Project from the list of the selected Projects. 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 Commencement of Supply Date of the Project. Subsequent to the completion of the deadline for achieving financial closure, the 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 for 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, the 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 the RPD meets 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 the buying entity. Interest on account of delay in the deposition of the above-mentioned charges or on any subsequent extension sought shall be levied @ one one-year SBI MCLR rate /annum on a 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 Commencement of Supply Date, on a pro-rata basis, based on the project capacity commissioned as on the Scheduled Commissioned Date.

3.15.5 The RPD will have to submit the required documents to the buying entity at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, the 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 the 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 SCSD. Wherever leasing of private land is involved, the lease should allow the transfer of land lease rights to the lenders or Procurer, in case of default of the RPD.

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- (c) The RPD shall submit a sworn affidavit from the authorized signatory of the RPD listing the details of the land and certifying that the 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

Project commissioning and declaration of Commercial Operation Date (COD) shall be governed by Central Electrical Regulatory Commission (Central Electricity Grid Code) Regulation 2023 as amended from time to time. The date of onset of commercial offtake of power by Buying Entity shall be determined as the date of commencement of power supply as per RfS/PPA. The Commissioning of the Project shall be carried out by the RPD in line with the procedure given in the Standard PPA document (Commissioning Procedure at Annexure-A 2 are for reference). The Buying entity may authorize any individual 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) **Scheduled Commencement-of-Supply Date (SCSD):** Scheduled Commencement-of-Supply Date (SCSD) of the Project shall be the date as on 24 months from the Effective Date of the PPA (for example, if the Effective Date of the PPA is 12.10.2023, then SCSD shall be 11.10.2025).
- (b) The maximum time period allowed for the commissioning of the full Project Capacity with applicable liquidated damages shall be limited to the date as of 6 months from the SCSD or the extended SCSD (if applicable).
- (c) In case of delay in commissioning of the Project beyond the SCSD 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 a per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of contracted capacity of 250 MW and if commissioning of 100 MW of contracted capacity is delayed by 18 days beyond the SCSD, then the liquidated damages shall be equal to PBG amount X (100/250) X (18/180). For the purpose of calculations of the liquidated damages, 'month' shall be considered to consist of 30 days.
- (d) In case the Commissioning of the Project is delayed beyond the date as per Clause 3.16.1 (a) & (b) above, the following shall be applicable:
  - (i) The Contracted Capacity shall stand reduced /amended to the capacity corresponding to the Installed Capacity that has commenced supply of power

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until the date as per clause 3.16.1 (b) and the PPA for balance capacity will stand terminated and shall be reduced from the selected Project Capacity.

- (ii) The RPD shall be debarred from participating in bids issued by any procurer/REMCL for the following period;
  - a) For one year in case of first default.
  - b) For not less than two years and not more than three years for second and any subsequent default. Starting date of the above debarment period shall be the date of debarment as notified by REMCL/Buying Entity.

### **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 SCSD 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 SCSD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure. Buying Entity, at its sole discretion shall grant extension in SCSD 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, RPD will be allowed for commissioning of such component which is ready and the RPD at its sole discretion, may sell such power to any Third Party or Power Exchange till the readiness of ISTS infrastructure. Following should be noted under this scenario:

- (i) Power procurement from such component(s) will be outside the PPA, and at a tariff mutually decided between the Third-Party buyer and the RPD.
- (ii) 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

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case a project component is ready, the generation from such component is not wasted.

(iii) 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 SCSD 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 the declaration of commissioning of the said part capacity. For example, a project of 250 MW may be commissioned in 3 parts: The first two being part capacities of 50 MW each and the remaining part capacity being 150 MW. However, the SCSD will not get altered due to part commissioning. Irrespective of the dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCSD or the date of commissioning of full project capacity, whichever is later. Further, in the 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 a third party (as per the applicable Regulations) after obtaining consent/NOC from the Buying Entity. However, it is mentioned that such consent/NOC shall be provided by the 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 SCSD. Early commissioning of the Project will be allowed solely at the risk and cost of the RPD, and the Buying Entity shall purchase the energy from such an early commissioned Project at applicable

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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 the 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 SCSD 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 the Buying Entity. Such intimation regarding consent to procure energy from early commissioning shall be provided by the 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 components and sell them 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.

**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 SCSD whichever is later.

**3.18 Other Milestones Dates:** 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 the 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. The buying entity may authorize any individual, committee or organization to declare the project commissioned on-site.

**3.19 Minimum paid-up Share Capital to be held by the Project Promoter**

3.19.1 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 the Buying Entity.

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3.19.2 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.

The following shall not be considered as a change in shareholding as mentioned above:

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

3.19.3 In case of a 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 SCSD, except with the prior approval of Buying Entity. In the event the selected Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after SCSD, except with the prior approval of Buying Entity. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

3.19.4 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 SCSD, 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.

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

3.19.6 Any change in the shareholding after the expiry of 01 (one) year after SCSD can be undertaken under intimation to the Buying Entity. Transfer of controlling shareholding of the company developing the project within the same group of companies will however be allowed after SCSD with the permission of the Buying Entity, subject to the condition that, the management control remains within the same group of companies.

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### 3.20 Structuring of the Bid Selection Process

RE RPDs have to submit bids separately for **Project-1**: 500 MW RTC in tandem with existing 500 MW IRPL solar power supply and **Project-2**: 195 MW RTC in tandem with existing 195 MW RUMSL solar power supply.

For each Project, 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 the bid proposal has to be in the manner described in Clause No. 3.24, Section-III, Instructions to Bidders (ITB) of RfS.

### 3.21 Instruction to Bidders for the structuring of Bid proposals in response to RfS

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

Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated in 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 the 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 a Bank Guarantee as per **Format 7.3 A**.
- (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

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- each of the Consortium Members in favour of the person signing the 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 members 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 the 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 the Consortium.
  - (f) Format for Financial Requirements as per **Format 7.6** along with the certificate from practising Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
  - (g) Undertaking regarding no wilful default and no major litigation pending as per **Format 7.7**.
  - (h) A disclosure statement as per **Format 7.8** regarding the 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 the 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 the signing of the PPA if the bidder is selected as a Successful bidder.

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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 the signing of the 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 the immediately preceding year are not available, in case of bids opened before 30<sup>th</sup> 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 that are pending conversion into equity whether optionally or mandatorily.

### 3.22 Important Notes and Instruction 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 in Clause 3.22(c) above is discovered after the effective date of PPA, consequences specified in PPA shall apply.

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- (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 the response to RfS. However, REMCL reserves the right to seek additional information/clarification from the Bidders, if found necessary, during the course of the 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 other than English language, then the documents shall be translated into the English language by a certified translator and submitted.
- (j) Bidders shall mention the name of the contact person and the complete address and contact details of the Bidder in the cover 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.

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- (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.

### 3.23 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 the response to the RfS, other than in the financial bid;
- (g) Data filled in the Electronic Form of Financial Bid (Second Envelope), is 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 the 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.

### 3.24 Method of Submission of Response to RfS by the Bidder

#### 3.24.1 Documents to be Submitted Offline (in Original)

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Bidder is free to participate specified bid capacity either in project 1 or Project 2 or both. Bidder has to provide one copy of following documents considering combined capacity of both projects. However, EMD Should be submitted separately for each Project 1 & 2.

- (i) The bidder has to submit the original of the following documents offline in a sealed envelope separately for each Project.
  - (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 towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A). One EMD may be submitted for the cumulative capacity quoted by the bidder. Bank Guarantee towards EMD shall be submitted separately for each project.
  - (c) Passphrases for Techno-commercial and Financial bids submitted on the ETS portal.
  - (d) Integrity Pact as per Annexure-F along with Annexure-G
- (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 15.10.2023, the deadline for submission of Bank Guarantee against EMD and DDs against the above fee will expire at 18:00 hrs on 17.10.2023. 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 the supply of 695 MW of Round-the-clock (RTC) power from grid-connected Renewable Energy (RE) power projects with or without storage to operate in tandem with an existing 500 MW IRPL & 195 MW RUMSL solar PV power plant.

Selection of Project Developers for supply of 695 MW of Round- the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 51 of 146
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<i>Cumulative Capacity of the projects applied for</i>	<i>Project-1: _____###__MW</i> <i>Project-2: _____###__MW</i>
<i>No. of Projects Bid for</i>	
<i>RfS Reference No.</i>	REMCL/ _____ Dated _____
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory) (Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	CEO, REMC Limited 8 <sup>th</sup> Floor, PNB Building, 7, Bhikaji Cama Place, New Delhi-110066

### 3.24.2 Documents to be Submitted Online

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

If the Bidder has submitted the bid online and fails to submit the Bank Guarantee for the requisite amount and/or DDs/Pay order against the cost of the RfS Document and bid processing fee offline within 2 working days from the 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 a single technical bid containing the scanned copies of the following documents duly signed and stamped on each page by the authorized signatory as mentioned below.

Bidder is free to participate specified bid capacity either in project 1 or Project 2 or both. Bidder has to provide one copy of following documents considering combined capacity of Both projects. However, EMD Should be submitted separately for each Project 1 & 2.

- (a) Formats - 7.1, 7.2 (if applicable), 7.3A, 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. 3.21, 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.

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- (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. EMD Should be submitted separately for each Project 1 & 2

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 consists of 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 a “tariff matrix”:

Year	Applicable Tariff (INR/kWh)
1	A1
2	A2
3	A3
.....	....
24	A24
25	A25

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:

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- (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 example, in case the value of “A” in the 1<sup>st</sup> year of the tariff matrix is 2.50, the value for “A” in the 2<sup>nd</sup> 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 the 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 the 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.

**3.25 Notice Board for Display**

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

**\_\_\_\_\_MW Grid**  
**Connected Project Owned and**  
**operated by**  
**----- (insert name of the RPD)**

**[Under RfS for Selection of Project Developers for the supply of 695 MW of Round-the-clock (RTC) power from grid-connected Renewable Energy (RE) power projects with or without storage to operate in tandem with an existing 500 MW IRPL & 195 MW RUMSL solar PV power**



**Village:....., Tehsil....., District....., State.....**

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### 3.26 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 submission of the response to RfS (“Bid Validity”). REMCL reserves the right to reject any response to RfS that does not meet the aforementioned validity requirement.

### 3.27 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.

### 3.28 Clarifications/Pre-Bid Meeting/Enquiries/Amendments

- (a) Clarifications/ Doubts, if any, on the RfS document may be emailed and/ or through the ISN-ETS portal. The format for the submission of clarifications is available on the portal.
- (b) REMCL will make an 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 questionnaires and REMCL’s response will be uploaded in the ISN-ETS portal <https://www.bharat-electronictender.com>. If necessary, amendments, clarifications, and elaborations shall be issued by REMCL which will be notified on the ISN-ETS website. 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 the ISN-ETS portal).
- (d) Enquiries/ Clarifications may be sought by the Bidder from

Name of the Authorized Person of REMCL:

- 1) Shri Sanjay Singh, Group General Manager
- 2) Shri Manish Tiwari, General Manager
- 3) Shri Manivishnu M, Manager

### 3.29 Right to REMCL to Reject a Bid

REMCL reserves the right to reject any or all of the responses to RfS 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 the amount credited to REMCL’s account), without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders.

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### 3.30 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 the timely completion of milestones and/or submission of compliance documents.

Any checklist shared with RPD by REMCL/ Buying entity for compliance with the above-mentioned milestones is 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.

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## SECTION IV: QUALIFYING REQUIREMENT FOR BIDDERS

### 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 member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to the 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 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 a standalone basis or as a member of a consortium at the RfS stage. In case a foreign company participates on a standalone basis and is selected as a 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 at least 51% shareholding in the SPV, before signing of PPA. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

In case the foreign company participates as a member of the consortium, 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 that 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

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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 the 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 Partnerships (LLPs) are not eligible for participation.

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

4.1.7 Any consortium, if selected as a Successful Bidder for the purpose of supply of power to the Buying Entity, shall incorporate a Project company with equity participation by the Members in line with the consortium agreement (to be submitted along with the response to RfS) before signing of PPA with Buying Entity, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of PPA and 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 the submission deadline of response to RfS up to one year after the SCSD of the Project, except with the prior approval of Buying Entity. Transfer of controlling shareholding within the same group of companies will however be allowed after SCSD with the permission of Buying Entity, subject to the condition that, the management control remains within the same group of companies.

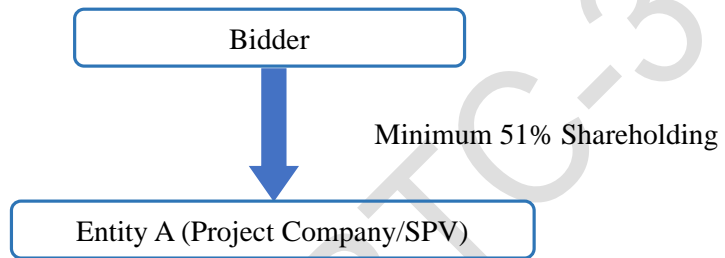
4.1.8 The Bidder or any of its Affiliates should not be a wilful defaulter to any lender, and there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are

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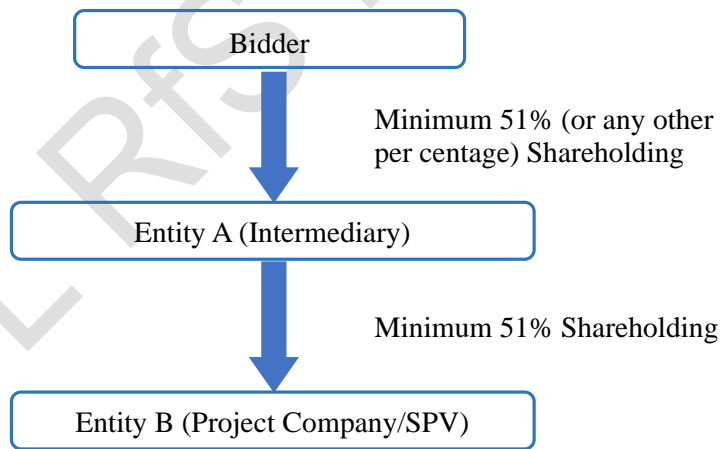
of a nature that could cast doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect.

4.1.9 For the 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**

(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 the response to RfS can be changed at the time of Financial Closure.

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- (b) In order to ensure only quality systems are installed, and to take advantage of the latest developments/Models, the type-certified wind turbine models listed in the Revised List of Models and Manufacturers (RLMM) issued by MNRE as updated as of 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 updation/ 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 of the date of invoicing of such modules.
- (d) The wind power projects will be developed as per the Guidelines issued by the Government of India for the 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.
- (f) ESS integrated with RE projects must provide dispatchable and firm RE power to the Buying Entity and reduce RE curtailment. ESS must stabilise the variable RE power to meet the minimum 50% power demand on a 15-minute time block basis.

Specifications, standards, and test methods including fire safety, shall be ensured by the RPD when ESS is in usage, transport, storage, under maintenance, or undergoing processing at end-of-life, including disposal. In the case of Battery ESS, safety standards mentioned in Appendix A1 to be followed.

- (g) 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.
- (h) 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.
- (i) In case of a bidder participated in more than one project than the Technical Eligibility compliance shall be done on total cumulative bid capacity offered by bidder in MW.

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### 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 (contracted capacity), during the previous financial year, i.e. immediately preceding the due date of bid submission. If the Audited Financial Statements for the immediately preceding year are not available, in case of bids opened before 30<sup>th</sup> 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) The 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.
- (d) In case of a bidder participated in more than one project than the Net-Worth shall be calculated based on total cumulative bid capacity offered by bidder in MW.

#### 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 during the previous financial year i.e., immediately preceding the due date of bid submission. If the Audited Financial Statements for the immediately preceding year are not available, in case of bids opened before 30<sup>th</sup> 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, during the previous financial year i.e., immediately preceding the due date of bid submission. If the Audited Financial Statements for the immediately preceding year are not available, in case of bids opened before 30<sup>th</sup> 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, towards meeting the working capital

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requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.

**Note:** In case of a bidder participated in more than one project than the Liquidity shall be calculated based on total cumulative bid capacity offered by bidder in MW.

- 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 the case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of the 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 the signing of PPA.
- 4.3.4 For the purposes of meeting financial requirements, only the 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 per cent (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 the net worth, annual turnover and PBDITA certificate (as applicable) from a practising Chartered Accountant/ Statutory Auditor to demonstrate fulfilment of the criteria. In the 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 the 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.

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4.3.7 In case of any currency for which the 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 and submit the 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 a 70:30 ratio and submit their bid for a capacity of 125 MW, then, the total Net-Worth to be met by the Consortium is Rs. 3.00 Crores x 125MW = Rs. 375Crores. The minimum requirement of net worth to be met by Lead Member A would be a minimum of Rs. 262.5Crores and to be met by Consortium Member B would be Rs.112.5Crores. A similar methodology shall be followed for the computation of liquidity requirements.

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# SECTION V: BID EVALUATION & 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)

RE RPDs have to submit bids separately for **Project-1**: 500 MW RTC in tandem with existing 500 MW IRPL solar power supply and **Project-2**: 195 MW RTC in tandem with existing 195 MW RUMSL solar power supply. Since the Technical Bid Evaluation shall be done individual and/or combined bid capacity, bidder has to provide requisite Offline Documents in a **SINGLE ENVELOPE**.

- (a) The first envelope (Technical Bid submitted online) of only those bidders will be opened by REMCL whose required documents as mentioned in Clause No. 3.24.1, 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 the Cost of RfS document and Bid opening processing fee.
- (b) For example, if the bid submission deadline is 18:00 hrs on 15.10.2023, the online bid opening will be conducted on 17.10.2023. In case the above deadline is a holiday, the bids will be opened on the next working day.
- (c) 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 the address, to the bidder.
- (d) 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 the 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 cover 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 the rejection of any bid on account of the above.

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- (e) 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)

RE RPDs have to submit bids separately for **Project-1**: 500 MW RTC in tandem with existing 500 MW IRPL solar power supply and **Project-2**: 195 MW RTC in tandem with existing 195 MW RUMSL solar power supply.

In this step, evaluation of Techno-Commercially Qualified Bids shall be done based on the “Levelized tariff” per unit supply of RTC power for Project-1 (500 MW) and Project-2 (195 MW) separately, which shall be as quoted by the Bidder in the Electronic Form of Financial Bid, in line with Clause 3.14.6 and 3.24.2(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) The second Envelope (containing the 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 the decimal, it shall be ignored after the first two decimal places. (For example, 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 an Excel sheet by the bidder as per Section III, Cl. 3.24.2(II) of the RfS, the evaluation of bids will be carried out as follows:
- (i) The tariff quoted for each year will be levelized based on the discounting factor of **7.70 %**. The levelized tariff (‘L’ Rs./kWh), thus arrived shall be the basis of the 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 the 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 500 MW for Project-1

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and 195 MW for Project-2 individually, then the procedure as elaborated in Clause No. 5.3(b) of this Section-V shall be followed.

- (e) On completion of the Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, the 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 the 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 the same tariff shall be eligible for a 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: The following illustrates an example of the 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 the <https://www.bharat-electronictender.com> portal on the day as intimated by REMCL to the eligible bidders.
- (b) **(I) For Project-1:** 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’<sup>th</sup> serial number bidder (not the ‘T’<sup>th</sup> rank bidder) after ranking is done in ascending order from L1 onwards

$S_E =$ (Eligible capacity for award)	<p>(i) In case <math>S_T \leq 500</math> MW, <math>S_E = 0.8 X S_T</math></p> <p>(ii) In case <math>S_T &gt; 500</math> MW, <math>S_E = 0.8 X S_T</math> subject to maximum eligible capacity being 500 MW.</p>
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$S_T$  = Total bid capacity of techno-commercially shortlisted bidders

$S_E$  = Eligible capacity for award

$n$  = Total eligible bidders for e-Reverse Auction

Total eligible Bidders for e-Reverse Auction shall be decided as mentioned below:

- (i) In case  $(0.8X S_T) \leq 500$  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 number of bidders shortlisted for e-RA, i.e., “n” = “T”.

- (ii) In case  $(0.8X S_T) > 500$  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 number 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 500 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 example, (Shortlisting of Bidders for reverse auction):

Total bid capacity of techno-commercially shortlisted bidders =  $S_T = 485$  MW

Sl. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	$S_E$	$S_T$	n	Shortlisted Bidders
1	B3	L1	125	7	500MW	485MW	6	B3
2	B5	L2	70					B5
3	B1	L3	70					B1
4	B4	L3	50					B4

5	B2	L4	50				B2
6	B6	L5	50				B6
7	B7	L6	70				

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

**(II) For Project-2:** 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'<sup>th</sup> serial number bidder (not the 'T'<sup>th</sup> rank bidder) after ranking is done in ascending order from L1 onwards

$S_E =$ (Eligible capacity for award)	(iii) In case $S_T \leq 195$ MW, $S_E = 0.8 \times S_T$  (iv) In case $S_T > 195$ MW, $S_E = 0.8 \times S_T$ subject to maximum eligible capacity being 195 MW.
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$S_T$  = Total bid capacity of techno-commercially shortlisted bidders

$S_E$  = Eligible capacity for award

n = Total eligible bidders for e-Reverse Auction

Total eligible Bidders for e-Reverse Auction shall be decided as mentioned below:

(ii) In case  $(0.8 \times S_T) \leq 195$  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 number of bidders shortlisted for e-RA, i.e., "n" = "T".

(iii) In case  $(0.8 \times S_T) > 195$  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 number of bidders shortlisted for e-RA, i.e., "n" = "T"-1.

**Note:**

- 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.
- The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 195 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.

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For example, (Shortlisting of Bidders for reverse auction):

Total bid capacity of techno-commercially shortlisted bidders =  $S_T = 285$  MW

Sl. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	$S_E$	$S_T$	n	Shortlisted Bidders
1	B1	L1	50	5	195 MW	285 MW	3	B1
2	B2	L2	60					B2
3	B3	L3	75					B3
4	B4	L4	50					
5	B5	L4	50					

\*n = 5-2 = 3 as per above formula (B4 and B5 has same H1 tariff).

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

- (c) At least one week prior to the Reverse Auction, an advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation, it shall not be construed by the bidders that they have been shortlisted for Reverse Auction. Further, at least two hours before the scheduled start time of the Reverse Auction, a system-generated email for invitation for the Reverse Auction will be sent to all those bidders who have been shortlisted based on the criteria mentioned in Clause No. 5.3(b) above.
- (d) Shortlisted bidders for Reverse Auction will be able to log into the ISN-ETS portal of reverse auction 15 minutes before the start time of the reverse auction.
- (i) During the 15 minutes prior to the start of the 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. The 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, an 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

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value mentioned in the previous clause. However, at any stage, an increase in “L” will not be permissible.

Further, while changing values of “A” during the e-RA, provisions of Section III, Cl. 3.24.2(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, the sequence of events on the portal would be as follows:
  - a. The 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 the [Edit New Bid Value] Button.
  - d. To validate the New Bid value, the Bidder will click on the [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 the [Submit] Button.
  - f. Once the Bidder clicks on the [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.

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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 the conclusion of the auction will be termed the L1 value, and the subsequent process will be followed for the 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 valid. In this scenario (of a 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 the award of the 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 the 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 the 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 a 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.

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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 with in Sl. d above, after the 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 the 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 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 the 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.

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5.4.2 The bidders who fall in the 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  $S_E$  (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  $S_E$ , time-stamping of bidders shall be used to limit the allocation of cumulative capacity up to  $S_E$ . In such cases, those bidders who are at the same tariff, but are ranked lower than the ones that fall within the cumulative capacity limit of  $S_E$ , will not be eligible to be declared as Successful Bidders.
- (iii) In other words, in every possible scenario, the total capacity to be awarded under the RfS shall be limited to  $S_E$ .
- (iv) 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.
- (v) In the above case, if the time of quote also becomes exactly the same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows:
  - Step 1: The lowest rank will be given to the Bidder who has quoted the lowest in the 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 the drawing 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 100 MW for Project-1 & 50 MW for Project- 2. 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 100 MW for Project-1 & 50 MW for Project- 2, then the capacity shall be awarded to the Bidder, subject to the maximum cumulative capacity not exceeding  $S_E$ , 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

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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 the selection process, a 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 bidders for **Project-1 & Project-2** separately. 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 tariffs discovered after e-RA. In all cases, REMCL's decision regarding the selection of Bidder through Reverse Auction or otherwise based on tariff or annulment of tender process shall be final and binding on all participating bidders. PPA shall be executed within 90 days after the issue of LoA.

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## SECTION VI: OTHER PROVISIONS

### 6.1 Role of State Nodal Agencies

It is envisaged that the State Government may 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 the 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, RPD/Buying Entity shall coordinate with the concerned agencies for grant of connectivity and GNA.
- (b) Support during commissioning of projects

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

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

Provided always that provision of this para 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.

6.3 A Whether para 6.3 (Integrity Pact) shall be applicable YES/NO, If Yes, Name and Address of the Independent External Monitor: For details visit <https://www.rites.com> and navigate to “Tenders” section and then navigate & click on “Independent External Monitors”

Name, Designation and Address of REMC Ltd./Nodal Railway’s Liaison Officer:

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## **SECTION VII: SAMPLE FORMS & FORMAT 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)
- (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)

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- (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-1 & Annexure E-2)
- (s) Integrity pact as per Annexure-F along with Annexure-G.
- (t) 15-minute time block wise net power demand profile for Project-1 & Project-2(Annexure G-1 & Annexure G-2)

REMCL RfS RTC-3

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**Format 7.1: Covering letter**

**COVERING LETTER**

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

Ref. No.

Date:

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

Tel. #:

Fax #:

E-mail address #

To

REMC Limited Address:.....

Email: remcl@rites.com

Sub: Response to RfS No .....dated.....for Selection of Project Developers for the supply of 695 MW of Round-the-clock (RTC) power from grid-connected Renewable Energy (RE) power projects with or without storage to operate in tandem with an existing 500 MW IRPL & 195 MW RUMSL solar PV power plant.

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. 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 500 MW for Project-1 & 195 MW for Project-2 individually, 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.

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

Contracted Capacity offered*	RTC configuration (REbreakup)	Location (s) (Village, Tehsil, Dist., State)	Inter-connection Point(s)/Sub-station Details
<b>Project 1</b>	Solar PV component: ____MW(AC), ____MWp(DC) (DC/ACRatio:_)		
	Wind power component: ____MW		
	Any other RE component: ____MW		
	ESS component: ____MW/MWh		
<b>Project 2</b>	Solar PV component: ____MW(AC), ____MWp(DC) (DC/ACRatio:____)		
	Wind power component: ____MW		
	Any other RE component: ____MW		
	ESS component: ____MW/MWh		

1. We give our unconditional acceptance to the RfS, dated[Insert date indd/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

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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).

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 the 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

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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.

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**Format 7.2: Format for power of attorney**

**FORMAT FOR POWER OF ATTORNEY**

**(Applicable Only in case 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 itsregistered 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 herebyconstitute, nominate and appoint M/s/a company incorporated under the laws of .....and having its Registered/ Head Office at asour 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:

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P-91/RTC/695 MW/2024	Page 82 of 146
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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.

REMCL RfS RTC-3

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 83 of 146
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**Format 7.3A: Format for Earnest Money Deposit (EMD)**

**FORMAT FOR EARNEST MONEY DEPOSIT (EMD)**

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

Reference: .....

Bank Guarantee No.: .....

Date: .....

In consideration of the \_\_\_\_\_ [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for Selection of RE Power Developers for Round-the-clock (RTC) power supply of 500 MW in tandem with an existing 500 MW IRPL solar power supply and 195 MW in tandem with an existing 195 MW RUMSL solar power supply for grid-connected Renewable Energy (RE) power projects with or without storage in India under Tariff-based Competitive Bidding of the cumulative capacity of 500 MW for Project-1 & 195 MW for Project-2 individually [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 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. 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.

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 84 of 146
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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 \_\_\_\_

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 85 of 146
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**Format 7.3 B: Format for Performance Bank Guarantee (PBG)**

**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.

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 86 of 146
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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:

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 87 of 146
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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).

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 88 of 146
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## Format 7.4: Format for board resolutions

### 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 the supply of 695 MW of Round-the-clock (RTC) power from grid-connected Renewable Energy (RE) power projects with or without storage to operate in tandem with an existing 500 MW IRPL & 195 MW RUMSL solar PV power plant.", 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]

Selection of Project Developers for supply of 695 MW of Round- the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 89 of 146
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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.

REMCL RTI 3

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 90 of 146
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## Format 7.5: Format for consortium agreement

### 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 Thousandbetween M/s \_\_\_\_\_[Insert name of Lead Member] a Company incorporated under the laws of and having its Registered Officeat \_\_\_\_\_(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 8<sup>th</sup> 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 the supply of 695 MW of Round-the-clock (RTC) power from grid-connected Renewable Energy (RE) power projects with or without storage to operate in tandem with an existing 500 MW IRPL & 195 MW RUMSL solar PV power plant.;

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:

SelectionofProjectDevelopersforsupplyof695MWofRound- the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 91 of 146
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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.

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 92 of 146
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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 -----

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 93 of 146
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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%.

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 94 of 146
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## Format 7.6: Format for financial requirement

### 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/\_\_\_\_\_ dated \_\_\_\_\_ for Selection of Project Developers for the supply of 695 MW of Round-the-clock (RTC) power from grid-connected Renewable Energy (RE) power projects with or without storage to operate in tandem with an existing 500 MW IRPL & 195 MW RUMSL solar PV power plant.

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 net-worth is to be considered	Relationship with bidding Company*	Net Worth (in Rs. Crore)
Company 1			
<b>Total</b>			

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P-91/RTC/695 MW/2024	Page 95 of 146
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\*The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium  
 (To be filled by each Member in a Bidding Consortium separately)  
 Name of Member: [Insert name of the Member]

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

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

Name of Consortium Member Company	Name of Affiliate(s) whose net-worth is to be considered	Relationship with Bidding Company* (IfAny)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (inRs. Crore)
Company 1					
---					
---					
<b>Total</b>					

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium 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)
-------------------------	--	------------------------------------	--------------------------------

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P-91/RTC/695 MW/2024	Page 96 of 146
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<b>Company 1</b>			
<b>Total</b>			

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

**Exhibit (ii): Applicable in case of Bidding Consortium  
(To be filled by each Member in a Bidding Consortium separately)**

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

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:

<b>Name of Consortium Member Company</b>	<b>Name of Affiliate(s) whose Annual Turnover isto beconsidered</b>	<b>Relationship with Bidding Company* (IfAny)</b>	<b>Annual Turnover (in Rs. Crore)</b>	<b>Equity Commitment (in %age) in Bidding Consortium</b>	<b>Proportionate Annual Turnover (in Rs. Crore)</b>
<b>Company 1</b>					
---					
---					
<b>Total</b>					

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium 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)

SelectionofProjectDevelopersforsupplyof695MWofRound- the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P-91/RTC/695 MW/2024	Page 97 of 146
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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 the 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			
<b>Total</b>			

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

**Exhibit (ii): Applicable in case of Bidding Consortium**

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

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

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

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

Name of Consortium Member Company	Name of Affiliate(s) whose PBDITA is to be considered	Relationship with Bidding Company* (IfAny)	PBDITA (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate PBDITA (in Rs. Crore)
Company 1					
---					
---					
<b>Total</b>					

\* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P-91/RTC/695 MW/2024	Page 98 of 146
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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.

Registration 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.

REMCL RfS RTC-3

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 99 of 146
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**Format 7.7: Undertaking**

**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/\_\_\_\_\_ 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)

REMCL RfS RTC 91

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P-91/RTC/695 MW/2024	Page 100 of 146
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## Format 7.8: Format for disclosure

### Format for Disclosure

[On the letterhead 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 the supply of 695 MW of Round-the-clock (RTC) power from grid-connected Renewable Energy (RE) power projects with or without storage to operate in tandem with an existing 500 MW IRPL & 195 MW RUMSL solar PV power plant.

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

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 101 of 146
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Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We 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

REMCL RfS RTC-3

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 102 of 146
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## Format 7.8 A: Format for disclosure

### 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.

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 103 of 146
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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.

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.)

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 104 of 146
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**Annexure to Format 7.8/7.8A**

**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 8<sup>th</sup> floor, PNB Building, 7,

Bhikaji Cama Place, New Delhi-110066

Email: [remcl@rites.com](mailto: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\_\_\_\_.

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 105 of 146
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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.

REMCL RfS RTC-3

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 106 of 146
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## Format 7.9: Format for Technical Criteria

### FORMAT FOR TECHNICAL CRITERIA

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

Ref.No.

Date:

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

Tel.#:

Fax#:

E-mail address#

To

REMC Limited

8<sup>th</sup> floor, PNB Building, 7,

Bhikaji Cama Place, New Delhi-110066

Email: remcl@rites.com

Sub: Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for Selection of Project Developers for the supply of 695 MW of Round-the-clock (RTC) power from grid-connected Renewable Energy (RE) power projects with or without storage to operate in tandem with an existing 500 MW IRPL & 195 MW RUMSL solar PV power plant.

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 18 months from Effective Date of the PPA.

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

2. 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.

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 107 of 146
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**Format 7.10: Format for declaration for the proposed technology tie-up**

**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	
3	Location and Technology of Third Party ESS if any	
4	Contracted Capacity proposed	..... MW
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 7.11: Format for submission of financial bid**

**FORMAT FOR SUBMISSION OF FINANCIAL BID**

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

Ref.No.

Date:

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

Tel.#: \_\_\_\_\_

Fax#: \_\_\_\_\_

E-mail address# \_\_\_\_\_

To

REMC Limited

8<sup>th</sup> floor, PNB Building, 7,

Bhikaji Cama Place, New Delhi-110066

Email : remcl@rites.com Website: www.remcl.in

Sub: Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for Selection of Project Developers for the supply of 695 MW of Round-the-clock (RTC) power from grid-connected Renewable Energy (RE) power projects with or without storage to operate in tandem with an existing 500 MW IRPL & 195 MW RUMSL solar PV power plant.

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. In this cumulative capacity we have offered.....MW in Project-1 & ..... MW in Project-2.

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.

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 109 of 146
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**Notes:**

1. There can be only one tariff for each project applied for.
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.

REMCL RfS RTC/3

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 110 of 146
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**Format 7.12: Preliminary estimate of the cost of RE power project**

**PRELIMINARY ESTIMATE OF COST OF RE POWER PROJECT  
(To be provided for Project-1 & Project-2 separately)**

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.

REMCL RIS RTC-3

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 111 of 146
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## **Annexure-A: 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

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P-91/RTC/695 MW/2024	Page 112 of 146
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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/m<sup>2</sup>, AM 1.5, 250C)
- vi. Wattage, Im, Vm and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000.

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

#### 7. Performance Monitoring

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 113 of 146
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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 RPD shall apply for the capacity not commissioned by the Scheduled Commencement of Supply 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.

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## 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: <ol style="list-style-type: none"> <li>1. Duty Cycle Round Trip Efficiency Test</li> <li>2. Equipment and Basic Function Test</li> <li>3. Available energy Test</li> <li>4. Insulation test</li> </ol>

## Power Conditioning Unit Standards for BESS

IEC 62477-1	Safety requirements for power electronic converter systems and equipment - Part 1: General
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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
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.

## **Appendix A2: Commissioning procedure**

### **COMMISSIONING PROCEDURE**

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

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## Appendix A3

### Technical Requirement for grid connected wind power project

Revised List of Models and Manufacturers (RLMM) of certified wind turbines to be used in ISTS connected Wind Power Plants.

RLMM List as updated from time to time, is available on MNRE website.

REMCL RfS RTC-3

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## Annexure B: Checklist for bank guarantees

### CHECK LIST FOR BANK GUARANTEES

Sl. no.	Details of Checks	Yes/ No
1.	Is the BG 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 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 indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
5.	Is each page of BG 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 as required in the prescribed proforma?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	Are the factual details such as Bid Document No./Specification No./LOANo.(if applicable)/Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

## **Annexure C: Special instruction 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

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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	
<b>Telephone/ Mobile</b>	<i>Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)</i>
<b>Email-ID</b>	<i><a href="mailto:support@isn-ets.com">support@isn-ets.com</a> [Please mark CC: <a href="mailto:support@electronictender.com">support@electronictender.com</a>]</i>

### Some Bidding Related Information for this Tender (Sealed Bid)

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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. 3.24, 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

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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.

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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**

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P-91/RTC/695 MW/2024	Page 124 of 146
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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 10 or latest professional operating system and Internet Explorer 8 or 9 or latest 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.

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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-electronicstender.com>

11. No queries shall be entertained while Reverse Auction is in progress.

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## 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.

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 127 of 146
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## Annexure D: Checklist 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 Commencement of Supply Date : \_\_\_\_\_

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

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

#### 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

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 128 of 146
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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)

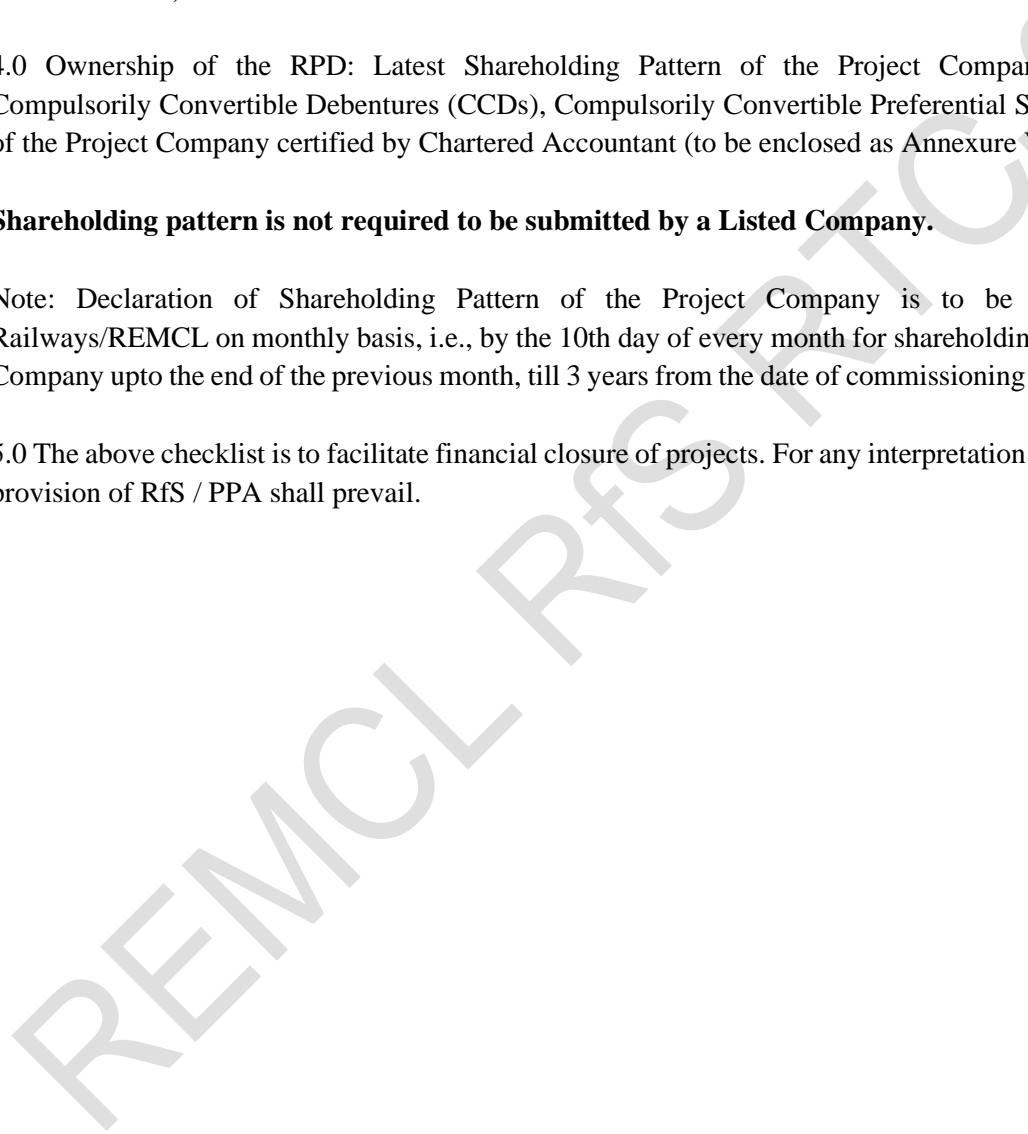
3.0.2 Proposed Project configuration as part of DPR of the Project (to be enclosed as Annexure-IV B)

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 Railways/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.



Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 129 of 146
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**Performa A1: For cases where funding will be from a company other than the project company**

**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.

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 130 of 146
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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.

REMCL RfS RTC-3

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024	Page 131 of 146
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**Annexure E-1: Illustration regarding the applicability of liquidated damages on account of shortfall in power supply (clause 3.8.2 of the RfS)**

**Assumptions:**

- Each day consists of 96 time-blocks each of 15 minutes.
- 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 5<sup>th</sup> Contract Year after SCSD of the Project.
- Tariff applicable for that year:
- Tariff: A<sub>5</sub> : **Rs.4.2/kWh**
- Power supply profile for a typical month in the 5<sup>th</sup> year:

Time Block	Time	Gross RTC demand	Supply from IRPL 500 MW	Net RTC power demand	Total Power Offered (MW)	Offered MWh	Required Minimum availability (MW)	Required Minimum availability (MWh)	Availability (%)	Energy Shortfall (MWh) in meeting Availability of 50%
1	0.25	500	0	500	448	112	250	62.5	89.60%	0
2	0.25	500	0	500	454	114	250	62.5	90.90%	0
3	0.25	500	0	500	463	116	250	62.5	92.60%	0
4	0.25	500	0	500	469	117	250	62.5	93.70%	0
5	0.25	500	0	500	465	116	250	62.5	93.00%	0
6	0.25	500	0	500	458	115	250	62.5	91.60%	0
7	0.25	500	0	500	450	112	250	62.5	89.90%	0
8	0.25	500	0	500	434	108	250	62.5	86.70%	0
9	0.25	500	0	500	428	107	250	62.5	85.70%	0
10	0.25	500	0	500	429	107	250	62.5	85.80%	0
11	0.25	500	0	500	435	109	250	62.5	87.00%	0
12	0.25	500	0	500	447	112	250	62.5	89.30%	0
13	0.25	500	0	500	457	114	250	62.5	91.30%	0
14	0.25	500	0	500	460	115	250	62.5	92.10%	0
15	0.25	500	0	500	452	113	250	62.5	90.50%	0
16	0.25	500	0	500	439	110	250	62.5	87.90%	0
17	0.25	500	0	500	425	106	250	62.5	85.00%	0
18	0.25	500	0	500	413	103	250	62.5	82.70%	0
19	0.25	500	0	500	406	102	250	62.5	81.30%	0
20	0.25	500	0	500	405	101	250	62.5	81.10%	0
21	0.25	500	0	500	403	101	250	62.5	80.70%	0

22	0.25	500	0	500	397	99	250	62.5	79.30%	0
23	0.25	500	0	500	381	95	250	62.5	76.30%	0
24	0.25	500	0	500	359	90	250	62.5	71.70%	0
25	0.25	500	0	500	328	82	250	62.5	65.50%	0
26	0.25	500	1	499	294	73	249.5	62.375	58.90%	0
27	0.25	500	6	494	262	65	247	61.75	53.00%	0
28	0.25	500	14	486	236	59	243	60.75	48.70%	1.63
29	0.25	500	23	477	217	54	238.5	59.625	45.40%	5.62
30	0.25	500	87	413	199	50	206.5	51.625	48.30%	1.89
31	0.25	500	118	382	192	48	191	47.75	50.20%	0
32	0.25	500	150	350	200	50	175	43.75	57.10%	0
33	0.25	500	193	307	206	52	153.5	38.375	67.20%	0
34	0.25	500	239	261	210	52	130.5	32.625	80.30%	0
35	0.25	500	268	232	214	54	116	29	92.30%	0
36	0.25	500	295	205	205	51	102.5	25.625	99.80%	0
37	0.25	500	329	171	171	43	85.5	21.375	99.70%	0
38	0.25	500	368	132	132	33	66	16.5	100.20%	0
39	0.25	500	401	99	99	25	49.5	12.375	100.20%	0
40	0.25	500	429	71	71	18	35.5	8.875	99.70%	0
41	0.25	500	454	46	46	11	23	5.75	99.10%	0
42	0.25	500	500	0	0	0	0	0	0.00%	0
43	0.25	500	500	0	0	0	0	0	0.00%	0
44	0.25	500	500	0	0	0	0	0	0.00%	0
45	0.25	500	500	0	0	0	0	0	0.00%	0
46	0.25	500	500	0	0	0	0	0	0.00%	0
47	0.25	500	500	0	0	0	0	0	0.00%	0
48	0.25	500	500	0	0	0	0	0	0.00%	0
49	0.25	500	500	0	0	0	0	0	0.00%	0
50	0.25	500	500	0	0	0	0	0	0.00%	0
51	0.25	500	500	0	0	0	0	0	0.00%	0
52	0.25	500	500	0	0	0	0	0	0.00%	0
53	0.25	500	500	0	0	0	0	0	0.00%	0
54	0.25	500	500	0	0	0	0	0	0.00%	0
55	0.25	500	500	0	0	0	0	0	0.00%	0
56	0.25	500	500	0	0	0	0	0	0.00%	0
57	0.25	500	500	0	0	0	0	0	0.00%	0
58	0.25	500	487	13	13	3	6.5	1.625	96.30%	0

59	0.25	500	473	27	27	7	13.5	3.375	100.40 %	0
60	0.25	500	441	59	59	15	29.5	7.375	99.80%	0
61	0.25	500	423	77	77	19	38.5	9.625	100.50 %	0
62	0.25	500	406	94	94	24	47	11.75	100.10 %	0
63	0.25	500	376	124	124	31	62	15.5	100.40 %	0
64	0.25	500	339	161	161	40	80.5	20.125	100.10 %	0
65	0.25	500	307	193	193	48	96.5	24.125	100.10 %	0
66	0.25	500	285	215	215	54	107.5	26.875	100.10 %	0
67	0.25	500	241	259	259	65	129.5	32.375	99.90%	0
68	0.25	500	206	294	294	74	147	36.75	100.10 %	0
69	0.25	500	173	327	327	82	163.5	40.875	100.10 %	0
70	0.25	500	139	361	361	90	180.5	45.125	100.10 %	0
71	0.25	500	109	391	391	98	195.5	48.875	100.00 %	0
72	0.25	500	79	421	421	105	210.5	52.625	100.10 %	0
73	0.25	500	51	449	441	110	224.5	56.125	98.20%	0
74	0.25	500	8	492	444	111	246	61.5	90.30%	0
75	0.25	500	3	497	447	112	248.5	62.125	90.00%	0
76	0.25	500	0	500	441	110	250	62.5	88.30%	0
77	0.25	500	0	500	431	108	250	62.5	86.20%	0
78	0.25	500	0	500	430	108	250	62.5	86.00%	0
79	0.25	500	0	500	443	111	250	62.5	88.70%	0
80	0.25	500	0	500	449	112	250	62.5	89.80%	0
81	0.25	500	0	500	443	111	250	62.5	88.50%	0
82	0.25	500	0	500	436	109	250	62.5	87.30%	0
83	0.25	500	0	500	433	108	250	62.5	86.60%	0
84	0.25	500	0	500	432	108	250	62.5	86.30%	0
85	0.25	500	0	500	423	106	250	62.5	84.70%	0
86	0.25	500	0	500	424	106	250	62.5	84.80%	0
87	0.25	500	0	500	428	107	250	62.5	85.70%	0
88	0.25	500	0	500	419	105	250	62.5	83.70%	0
89	0.25	500	0	500	405	101	250	62.5	81.00%	0
90	0.25	500	0	500	391	98	250	62.5	78.10%	0
91	0.25	500	0	500	379	95	250	62.5	75.80%	0

92	0.25	500	0	500	379	95	250	62.5	75.80%	0
93	0.25	500	0	500	382	95	250	62.5	76.30%	0
94	0.25	500	0	500	383	96	250	62.5	76.50%	0
95	0.25	500	0	500	380	95	250	62.5	76.00%	0
96	0.25	500	0	500	383	96	250	62.5	76.60%	0
Total in MWh				8020		6681				9.13

- Net RTC energy demand in a day: 8020 MWh
- Net average RTC power demand in a day: 334 MW
- Energy offered: 6681 MWh
- Daily availability = Energy offered in a day/Net RTC energy demand in a day = 83.3%
- Annual Availability (=Average of daily availability): 83.3%
- Daily Energy Shortfall in meeting the Time Block Availability = 9.13 MWh

### Liquidated Damages (LD) on account of shortfall in Power offered

#### Shortfall in Annual Availability

- Average Power offered in a typical time block = (Daily availability x Net average RTC Power demand in a day) = 278 MW  
**Assumption:** Take annual availability = daily availability = 83.3%
- Minimum required average Power to be offered in a typical day (@85% availability) = (0.85 x Net average RTC power demand in a day) = 284 MW  
**Assumption:** Take Annual Average Power offered in a year = Average Power offered in a day = 284 MW
- Shortfall in average power offered in a typical day = 284 - 278 = 6 MW
- Damages for shortfall in annual availability = (Shortfall in average power offered in a typical day x no. of hours in the year x tariff applicable x 2 x 1000) = 6 x 8760 x 4.20 x 2 x 1000 = Rs. 44.15 Cr./-

#### Shortfall in 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 no. of days in year) = 9.13 MWh x 365 days = 3332.45 MWh  
**Assumption:** Daily Energy shortfall (MWh) in a typical day is same for all 365 Days.
- Damages for shortfall in Time Block wise availability below 50% = (Shortfall in Annual Energy x tariff applicable x 2 x 1000) = 3332.45 x 4.2 x 2 x 1000 = Rs. 2.80 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. Hence, in this case the applicable LD is Rs. 44.15Crore.**

**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.

Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL & 195 MW RUMSL solar power supply	RfS No. REMCL/CO/PP/P-91/RTC/695 MW/2024	Page 135 of 146
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**Annexure E-2: Illustration regarding the applicability of liquidated damages on account of shortfall in power supply (clause 3.8.2 of the RfS)**

**Assumptions**

- Each day consists of 96 time-blocks each of 15 minutes.
- The data below is identical for all the days in a year.
- Contracted Capacity: **195 MW** (for which LoA has been issued, and PPA has been signed)
- Considering the 5<sup>th</sup> Contract Year after SCSD of the Project.
- Tariff applicable for that year:
- Tariff: A<sub>5</sub>: **Rs.4.2/kWh**
- Power supply profile for a typical month in the 5<sup>th</sup> year:

Time Block	Time	Gross RTC demand	Supply from RUMSL 195 MW	Net RTC power demand	Total Power Offered (MW)	Offered MWh	Required Minimum availability (MW)	Required Minimum availability (MWh)	Availability (%)	Energy Shortfall (MWh) in meeting Availability of 50%
1	0.25	195	0	195	144	36	97.5	24.38	73.90%	0
2	0.25	195	0	195	139	35	97.5	24.38	71.20%	0
3	0.25	195	0	195	138	34	97.5	24.38	70.70%	0
4	0.25	195	0	195	137	34	97.5	24.38	70.00%	0
5	0.25	195	0	195	137	34	97.5	24.38	70.00%	0
6	0.25	195	0	195	136	34	97.5	24.38	69.80%	0
7	0.25	195	0	195	135	34	97.5	24.38	69.10%	0
8	0.25	195	0	195	133	33	97.5	24.38	68.00%	0
9	0.25	195	0	195	132	33	97.5	24.38	67.70%	0
10	0.25	195	0	195	133	33	97.5	24.38	68.40%	0
11	0.25	195	0	195	135	34	97.5	24.38	69.20%	0
12	0.25	195	0	195	136	34	97.5	24.38	69.90%	0
13	0.25	195	0	195	136	34	97.5	24.38	69.70%	0
14	0.25	195	0	195	137	34	97.5	24.38	70.30%	0
15	0.25	195	0	195	140	35	97.5	24.38	71.50%	0
16	0.25	195	0	195	142	35	97.5	24.38	72.80%	0
17	0.25	195	0	195	142	35	97.5	24.38	72.60%	0
18	0.25	195	0	195	143	36	97.5	24.38	73.20%	0
19	0.25	195	0	195	147	37	97.5	24.38	75.20%	0
20	0.25	195	0	195	147	37	97.5	24.38	75.30%	0
21	0.25	195	0	195	144	36	97.5	24.38	73.90%	0

22	0.25	195	0	195	139	35	97.5	24.38	71.40%	0
23	0.25	195	0	195	138	34	97.5	24.38	70.60%	0
24	0.25	195	0	195	137	34	97.5	24.38	70.40%	0
25	0.25	195	0	195	134	33	97.5	24.38	68.60%	0
26	0.25	195	0.3	195	125	31	97.5	24.38	64.10%	0
27	0.25	195	3.2	192	114	28	96	24.00	59.20%	0
28	0.25	195	38.3	157	103	26	78.5	19.63	66.00%	0
29	0.25	195	79.9	115	73	18	57.5	14.38	63.60%	0
30	0.25	195	134.2	61	18	4	30.5	7.63	28.90%	3.2
31	0.25	195	193.9	1	0	0	0.5	0.13	0.00%	0.14
32	0.25	195	195	0	0	0	0	0.00	0.00%	0
33	0.25	195	195	0	0	0	0	0.00	0.00%	0
34	0.25	195	195	0	0	0	0	0.00	0.00%	0
35	0.25	195	195	0	0	0	0	0.00	0.00%	0
36	0.25	195	195	0	0	0	0	0.00	0.00%	0
37	0.25	195	195	0	0	0	0	0.00	0.00%	0
38	0.25	195	195	0	0	0	0	0.00	0.00%	0
39	0.25	195	195	0	0	0	0	0.00	0.00%	0
40	0.25	195	195	0	0	0	0	0.00	0.00%	0
41	0.25	195	195	0	0	0	0	0.00	0.00%	0
42	0.25	195	195	0	0	0	0	0.00	0.00%	0
43	0.25	195	195	0	0	0	0	0.00	0.00%	0
44	0.25	195	195	0	0	0	0	0.00	0.00%	0
45	0.25	195	195	0	0	0	0	0.00	0.00%	0
46	0.25	195	195	0	0	0	0	0.00	0.00%	0
47	0.25	195	195	0	0	0	0	0.00	0.00%	0
48	0.25	195	195	0	0	0	0	0.00	0.00%	0
49	0.25	195	195	0	0	0	0	0.00	0.00%	0
50	0.25	195	195	0	0	0	0	0.00	0.00%	0
51	0.25	195	195	0	0	0	0	0.00	0.00%	0
52	0.25	195	195	0	0	0	0	0.00	0.00%	0
53	0.25	195	195	0	0	0	0	0.00	0.00%	0
54	0.25	195	195	0	0	0	0	0.00	0.00%	0
55	0.25	195	195	0	0	0	0	0.00	0.00%	0
56	0.25	195	195	0	0	0	0	0.00	0.00%	0
57	0.25	195	195	0	0	0	0	0.00	0.00%	0
58	0.25	195	195	0	0	0	0	0.00	0.00%	0
59	0.25	195	195	0	0	0	0	0.00	0.00%	0

60	0.25	195	195	0	0	0	0	0.00	0.00%	0
61	0.25	195	195	0	0	0	0	0.00	0.00%	0
62	0.25	195	195	0	0	0	0	0.00	0.00%	0
63	0.25	195	195	0	0	0	0	0.00	0.00%	0
64	0.25	195	195	0	0	0	0	0.00	0.00%	0
65	0.25	195	195	0	0	0	0	0.00	0.00%	0
66	0.25	195	195	0	0	0	0	0.00	0.00%	0
67	0.25	195	195	0	0	0	0	0.00	0.00%	0
68	0.25	195	195	0	0	0	0	0.00	0.00%	0
69	0.25	195	195	0	0	0	0	0.00	0.00%	0
70	0.25	195	195	0	0	0	0	0.00	0.00%	0
71	0.25	195	195	0	0	0	0	0.00	0.00%	0
72	0.25	195	195	0	0	0	0	0.00	0.00%	0
73	0.25	195	169.9	25	20	5	12.5	3.13	80.30%	0
74	0.25	195	110.4	85	76	19	42.5	10.63	89.70%	0
75	0.25	195	62.4	133	119	30	66.5	16.63	89.80%	0
76	0.25	195	8.1	187	176	44	93.5	23.38	94.20%	0
77	0.25	195	1.4	194	185	46	97	24.25	95.80%	0
78	0.25	195	0	195	194	48	97.5	24.38	99.20%	0
79	0.25	195	0	195	195	49	97.5	24.38	100.00 %	0
80	0.25	195	0	195	195	49	97.5	24.38	100.00 %	0
81	0.25	195	0	195	192	48	97.5	24.38	98.20%	0
82	0.25	195	0	195	192	48	97.5	24.38	98.40%	0
83	0.25	195	0	195	192	48	97.5	24.38	98.50%	0
84	0.25	195	0	195	188	47	97.5	24.38	96.30%	0
85	0.25	195	0	195	185	46	97.5	24.38	94.90%	0
86	0.25	195	0	195	186	47	97.5	24.38	95.60%	0
87	0.25	195	0	195	190	47	97.5	24.38	97.20%	0
88	0.25	195	0	195	190	48	97.5	24.38	97.60%	0
89	0.25	195	0	195	190	47	97.5	24.38	97.40%	0
90	0.25	195	0	195	194	48	97.5	24.38	99.30%	0
91	0.25	195	0	195	194	49	97.5	24.38	99.50%	0
92	0.25	195	0	195	191	48	97.5	24.38	97.90%	0
93	0.25	195	0	195	195	49	97.5	24.38	100.00 %	0
94	0.25	195	0	195	195	49	97.5	24.38	100.00 %	0
95	0.25	195	0	195	194	48	97.5	24.38	99.30%	0
96	0.25	195	0	195	189	47	97.5	24.38	97.10%	0

Total in MWh	2481		2027				3.34
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- Net RTC energy demand in a day: 2481MWh
- Net average RTC power demand in a day: 103.4 MW
- Energy offered: 2027 MWh
- Day Availability = Energy Offered in a day/ Net RTC Energy demand in a day = 81.7%
- Annual Availability (=Average of daily availability): 81.7%
- Daily Energy Shortfall in meeting the Time Block Availability = 3.34 MWh

### Liquidated Damages (LD) on account of shortfall in Power offered

#### Shortfall in Annual Availability

- Average Power offered in a typical time block = (Daily availability x Net Avg. RTC Power demand in a day) = 84.45 MW  
**Assumption:** Take Annual Availability = Daily Availability = 81.7%
- Minimum required average Power to be offered in a typical day (@85% availability) = (0.85 x Net Average RTC power demand in a day) = 87.86 MW  
**Assumption:** Take Annual Avg. Power offered in a year = Avg. Power offered in a day = 87.86 MW
- Shortfall in average power offered in a typical day = 87.86 – 84.45 = 3.41 MW
- Damages for shortfall in Annual Availability = (Shortfall in average power offered in a typical day x no. of hours in the year x tariff applicable x 2 x 1000) = 3.41 x 8760 x 4.2 x 2 x 1000 = Rs. 25.09 Cr./-

#### Shortfall in 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 no. of days in year) = 3.34 MWh x 365 days = 1219.1 MWh  
**Assumption:** Daily Energy shortfall (MWh) in a typical day is same for all 365 Days.
- Damages for shortfall in Time Block wise availability below 50% = (Shortfall in Annual Energy x tariff applicable x 2 x 1000) = 1219.1 x 4.2 x 2 x 1000 = Rs. 1.02 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. Hence, in this case the applicable LD is Rs. 25.09 Crore.**

**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.

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## Annexure F: Integrity Pact

### INTEGRITY PACT

#### Between

REMC Ltd./ Buying entity hereinafter called the “Employer” for Execution stage AND M/s \_\_\_\_\_ hereinafter referred to as "The Bidder/Contractor". Shall sign the integrity pact with Successful Developer at the time of issuing LoA. The relevant provisions pertaining with execution of project in this pact shall be applicable. This pact begins when both parties have legally signed it. It expires for the Developer when his security deposit is released on completion of the Maintenance Period and for all other Tenders six months after the contract has been awarded.

#### Preamble

The Employer intends to award, under laid down organizational procedures, contract/s for “Selection of Project Developers for the supply of 695 MW of Round-the-clock (RTC) power from grid-connected Renewable Energy (RE) power projects with or without storage to operate in tandem with an existing 500 MW solar PV power plant from IRPL & 195 MW solar PV plant from RUMSL”. The Employer values full compliance with all relevant laws and regulations, and economic use of resources, and of fairness and transparency in his relations with the Bidder/s and/or contractor/s.

In order to achieve these goals, the Employer will appoint an Independent External Monitor (IEM) who will monitor the Tender process and execution of the contract for compliance with the principles mentioned above.

#### Section 1 – Commitments of the Employer

- 1) The Employer commits himself to take all measures necessary to prevent corruption and to observe the following principles:- 1. No employee of the Employer, personally or through family members, will in connection with the tender or for the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- 2) The Employer will, during the tender process, treat all Bidders with equity and reason. The Employer will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- 3) The Employer will exclude from the process all known prejudiced persons.
- 4) If the Employer obtains information on the conduct of any of his employees which is a criminal offence under the IPC (Indian Penal Code) /PC (Prevention of Corruption) Act, or if there be a

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substantive suspicion in this regard, the Employer will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

## **Section 2 – Commitments of the Bidder/Contractor**

- 1) The Bidder commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution. 1. The Bidder will not directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions, to restrict competitiveness or to introduce cartelization in the bidding process.
- 3) The Bidder will not commit any offence under the relevant IPC/PC Act; further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 4) The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 5) Foreign bidders shall disclose the name and address of agents and representatives in India.
- 6) Indian Bidders shall disclose their foreign principals or associates.
- 7) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3- Disqualification from tender process and exclusion from future contracts**

If the Bidder, before award or during issuance of LoA till execution of PPA with Buying entity has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Employer is entitled to disqualify the Bidder/Contractor from the tender process or take action as per the procedure mentioned in the "Guideline on banning of business dealing" annexed and marked as Annexure "G" below.

## **Section 4- Compensation for Damage**

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- 1) If the Employer has disqualified in terms of the provisions in Section 3, the Bidder/Contractor from the tender process prior to the award of contract, the Employer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Employer has terminated the contract during execution in terms of the provisions under Section 3, the Employer shall be entitled to demand and recover from the Contractor the damages equivalent to Earnest Money Deposit, Security Deposits already recovered and Performance Guarantee, which shall be absolutely at the disposal of the Employer.

**Section -5 Previous transgression**

- 1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-Corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guideline on banning of business dealing".

**Section -6 Equal treatment of all Bidders/Contractors/Sub-Contractors**

- 1) The Bidder undertakes to demand from all partners/sub-contractors (if permitted under the conditions/ clauses of the contract) a commitment to act in conformity with this Integrity Pact and to submit it to the Employer before signing the contract.
- 2) The Bidder confirms that any violation by any of his partners/sub-contractors to act in conformity with the provisions of this Integrity Pact can be construed as a violation by the Bidder/Contractor himself, leading to possible Termination of Contract in terms of Section 4.
- 3) The Employer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7- Criminal charges against violating Bidders/Contractors/Sub-Contractors**

If the Employer obtains knowledge of conduct of a Bidder, Contractor or Partners / Sub- Contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-Contractor, which constitutes corruption, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to its Chief Vigilance Officer.

**Section - 8 Independent External Monitor / Monitors**

<p>Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL &amp; 195 MW RUMSL solar power supply</p>	<p>RfS No. REMCL/CO/PP/P-91/RTC/695 MW/2024</p>	<p>Page 142 of 146</p>
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- 1) The Employer shall appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and will perform his functions neutrally and independently. He will report to the (Designated officer of REMC Ltd./Buying Entity).
- 3) The Bidder/Contractor accepts that the Monitor has the right of access without restriction to all Project documentation of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Partners / Sub-Contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Partners/Sub-Contractor with confidentiality.
- 4) The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices or has reason to believe that violation of the agreement by the Employer or the Bidder/ Contractor, has taken place, he will request the Party concerned to discontinue or take corrective action, or to take any other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner or refrain from action or tolerate action.
- 6) As far as possible, the Monitor will submit a written report to the (Designated officer of REMC Ltd./ZonalRailway) within 10 days from the date of reference or intimation to him by the Employer and should the occasion arise, submit proposal for correcting problematic situations.
- 7) If the Monitor has reported to the (Designated officer of REMC Ltd./Buying Entity). of a substantiated suspicion of an offence under relevant IPC/PC Act, and the (Designated officer of REMC Ltd./Nodal Railway). has not, within reasonable time, taken visible action to proceed against such offender or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8) Issues like warranty / guarantee etc. shall be outside the purview of IEMs.
- 9) The word Monitor would include both singular and plural.

### **Section – 9 Pact Duration**

<p>Selection of Project Developers for supply of 695 MW of Round-the-Clock (RTC) power from grid-connected Renewable Energy (RE) power Projects with or without storage to operate in tandem with existing 500 MW IRPL &amp; 195 MW RUMSL solar power supply</p>	<p>RfS No. REMCL/CO/PP/P- 91/RTC/695 MW/2024</p>	<p>Page 143 of 146</p>
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This pact begins when both parties have legally signed it. It expires for the Developer when his security deposit is released on completion of the Maintenance Period and for all other Tenders six months after the contract has been awarded.

If any claim is made/lodged during this time the same shall be binding and continue to be valid despite the lapse of this pact specified above, unless it is discharged/determined by (Designated officer of REMC Ltd./Buying Entity).

### Section 10 Other Provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction shall be as stated in the Contract Agreement.
- 2) Changes and supplements as well as termination notices need to be made in writing.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by the Partner in charge/ Lead Member nominated as being in charge and who holds the Power of Attorney signed by legally authorized signatories of all the partners/Members. The Memorandum of Understanding /Joint Venture Agreement will incorporate a provision to the effect that all Members of the Consortium will comply with the provisions in the Integrity Pact to be signed by the Lead Member on behalf of the Consortium. Any violation of Section 2 above by any of the Partners/Members will be construed as a violation by the consortium leading to possible Termination of Contract in terms of Section 3
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) A person signing the IP shall not approach courts while representing the matters to IEMs and he/she will await their decision in the matter.
- 6) In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

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(Designated officer of REMC Ltd./ Buying Entity).

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Agent / Power of Attorney Holder

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## Guidelines on Banning of Business Dealings

### 1. Introduction

- 1.1 REMC Ltd., a JV of RITES Ltd., being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. REMC Ltd. has also to safeguard its commercial interests. It is not in the interest of REMC Ltd. to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on REMC Ltd. to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

### 2. Scope

- 2.1 The procedure of (i) Suspension and (ii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.2 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor/inadequate performance or for any other reason.
- 2.3 The banning shall be with prospective effect, i.e., future business dealings.

### 3. Definitions

In these Guidelines, unless the context otherwise requires:

- (i) 'Bidder / Contractor / Supplier' in the context of these guidelines is indicated as 'Agency'.
- (ii) 'Competent Authority' shall mean the CEO of REMC Ltd.
- (iii) 'First Appellate Authority' shall mean Director in charge of REMC Ltd. and
- (iv) "Second Appellate Authority "shall mean the Chairman, REMC Ltd.
- (v) 'Investigating Department' shall mean any Department, Division or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- (vi) 'Banning Committee' shall mean a Committee constituted for the purpose of these guidelines by the CMD/RITES Ltd. The members of this Committee shall not, at any stage, be connected with the tendering process under reference.

### 4. Initiation of Banning/Suspension

Action for banning/suspension business dealings with any Agency should be initiated by the department/unit having business dealings with them after noticing the irregularities or misconduct on their part.

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## 5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency dealing with REMC Ltd./RITES Ltd. is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department/Unit, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. The order of such suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department/Unit may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 As far as possible, the existing contract(s) with the Agency may be continued unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

## 6. Grounds on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director/Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or REMC Ltd./RITES Ltd., during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.;
- 6.4 If the Agency employs a public servant dismissed/removed or employs a person convicted for an offence involving corruption or abetment of such offence.
- 6.5 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.6 In case any information/document which may result in the tenderer's disqualification is concealed by the Tenderer or any statement/information/document furnished by the Tenderer or issued by

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a Bank/Agency/third party and submitted by the tenderer, is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party.

- 6.7 If the Agency uses intimidation/threatening or brings undue outside pressure on the Company (REMC Ltd./RITES Ltd.) or its official in acceptance/performances of the job under the contract;
- 6.8 If the Agency indulges in repeated and/or deliberate use of delay tactics in complying with contractual stipulations;
- 6.9 Based on the findings of the investigation report of CBI/Police against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to the Company (REMC Ltd./RITES Ltd.) or even otherwise;
- 6.10 Established litigant nature of the Agency to derive undue benefit;
- 6.11 Continued poor performance of the Agency in several contracts;

*(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).*

## **7. Banning of Business Dealings**

- 7.1 A decision to ban business dealings with any Agency shall apply throughout the Company (REMC Ltd./RITES Ltd.).
- 7.2 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 8.1 and an enquiry held accordingly.

## **8. Show-cause Notice**

- 8.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 30 days a written statement in its defence. If no reply is received, the decision may be taken ex-parte.
- 8.2 If the Agency requests for inspection of any relevant document in possession of REMC Ltd./RITES Ltd., necessary facility for inspection of documents may be provided.
- 8.3 On receipt of the reply of the Agency, or in case no reply is received within the prescribed time, the Competent Authority shall refer the case along with relevant details to the Banning Committee, which shall examine the reply of the Agency and other facts and circumstances of the case and submit its final recommendation to the Competent Authority for banning or otherwise. In case the action contemplated against the Agency includes forfeiture of EMD also besides Banning of Business Dealings, the Banning Committee will also examine whether

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Information to Bidders as per Tender Document is attracted and recommend forfeiture or otherwise of EMD considering all facts and circumstances of the case. A final decision on forfeiture or otherwise of the EMD and for Company-wide banning or otherwise shall be taken by the Competent Authority. The Competent Authority may consider and pass an appropriate speaking order:

- (a) For completely exonerating the Agency; or
- (b) For forfeiture of EMD but for not banning of business dealings with the Agency; or
- (c) For forfeiture of EMD and banning the business dealing with the Agency.

8.4 The decision should be communicated to the Agency concerned along with a reasoned order. If it decided to ban business dealings, the period for which the ban would be operative may be mentioned.

## **9. Appeal against the Decision of the Competent Authority**

9.1 **The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. to the First Appellate Authority.**

9.2 **In the event the Agency is dissatisfied with the decision of the First Appellate Authority, it shall file a second appeal to the Second Appellate Authority.**

9.3 **The Appeals shall be preferred within one month from the receipt of the order of the Competent Authority or First Appellate Authority, as the case may be.**

9.4 Appellate Authorities would consider the appeal and pass appropriate order which shall be communicated to the Agency as well to the Competent Authority.

## **10. Review of the Decision by the Competent Authority**

Any petition/application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts/circumstances or subsequent development necessitating such review.

## **11. Circulation of the names of Agencies with whom Business Dealings have been banned.**

11.1 Depending upon the gravity of misconduct established, the Competent Authority of REMC Ltd./RITES Ltd. may circulate the names of Agency with whom business dealings have been banned, to the Ministry of Railways and PSUs of Railways, for such action as they deem appropriate.

11.2 If Ministry of Railways or a Public Sector Undertaking of Railways request for more information about the Agency with whom business dealings have been banned a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority/Appellate Authority may be supplied.

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## 12. Restoration

- 12.1 The validity of the banning order shall be for a specific time & on expiry of the same, the banning order shall be considered as "withdrawn".
- 12.2 In case any agency applies for restoration of business prior to the expiry of the ban order, depending upon merits of each case, the Competent Authority which had passed the original banning orders may consider revocation of order of suspension of business/lifting the ban on business dealings at an appropriate time. Copies of the restoration orders shall be sent to all those offices where copies of Ban Orders had been sent.

## 13. Power of Superintendence

**Chairman/REMC Ltd. shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these Guidelines.**

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### Annexure G-1: 15-minute time block wise tentative net power demand profile for Project-1

Time	April	May	June	July	August	September	October	November	December	January	February	March
0:00	500	500	500	500	500	500	500	500	500	500	500	500
0:15	500	500	500	500	500	500	500	500	500	500	500	500
0:30	500	500	500	500	500	500	500	500	500	500	500	500
0:45	500	500	500	500	500	500	500	500	500	500	500	500
1:00	500	500	500	500	500	500	500	500	500	500	500	500
1:15	500	500	500	500	500	500	500	500	500	500	500	500
1:30	500	500	500	500	500	500	500	500	500	500	500	500
1:45	500	500	500	500	500	500	500	500	500	500	500	500
2:00	500	500	500	500	500	500	500	500	500	500	500	500
2:15	500	500	500	500	500	500	500	500	500	500	500	500
2:30	500	500	500	500	500	500	500	500	500	500	500	500
2:45	500	500	500	500	500	500	500	500	500	500	500	500
3:00	500	500	500	500	500	500	500	500	500	500	500	500
3:15	500	500	500	500	500	500	500	500	500	500	500	500
3:30	500	500	500	500	500	500	500	500	500	500	500	500
3:45	500	500	500	500	500	500	500	500	500	500	500	500
4:00	500	500	500	500	500	500	500	500	500	500	500	500
4:15	500	500	500	500	500	500	500	500	500	500	500	500
4:30	500	500	500	500	500	500	500	500	500	500	500	500
4:45	500	500	500	500	500	500	500	500	500	500	500	500
5:00	500	500	500	500	500	500	500	500	500	500	500	500
5:15	500	500	500	500	500	500	500	500	500	500	500	500
5:30	500	500	500	500	500	500	500	500	500	500	500	500
5:45	500	500	500	500	500	500	500	500	500	500	500	500
6:00	500	500	500	500	500	500	500	500	500	500	500	500
6:15	499	493	493	498	500	500	500	500	500	500	500	500
6:30	494	484	487	494	497	497	498	500	500	500	500	500
6:45	486	466	473	489	493	493	493	497	500	500	500	498
7:00	477	444	456	481	487	488	488	493	500	500	499	493
7:15	413	419	439	456	457	446	439	448	498	469	464	436
7:30	382	393	421	441	442	426	417	424	459	445	432	399
7:45	350	367	400	423	423	406	394	400	437	416	402	362
8:00	307	330	378	407	402	391	372	382	412	390	369	324
8:15	261	309	349	386	377	366	346	351	390	352	324	273
8:30	232	279	332	367	359	344	323	334	354	322	287	228
8:45	205	254	314	361	343	328	299	312	329	296	254	188
9:00	171	225	303	336	316	295	281	298	310	260	215	150
9:15	132	193	274	319	305	272	249	276	287	242	183	108
9:30	99	175	257	317	289	254	234	249	261	215	142	71
9:45	71	161	228	295	269	269	215	227	239	197	115	45
10:00	46	137	227	281	249	246	211	205	215	173	77	0
10:15	0	101	208	252	232	171	155	190	195	147	53	0
10:30	0	98	197	248	227	181	171	180	178	129	20	0
10:45	0	90	190	247	230	203	159	192	174	114	0	0
11:00	0	74	183	239	216	211	143	176	160	110	0	0
11:15	0	48	141	236	222	183	140	164	143	83	0	0
11:30	0	48	155	243	233	193	144	161	137	91	0	0
11:45	0	43	164	233	223	174	139	167	137	79	0	0

Time	April	May	June	July	August	September	October	November	December	January	February	March
12:00	0	50	158	235	224	177	141	155	147	56	0	0
12:15	0	31	121	221	206	131	138	178	130	67	0	0
12:30	0	36	142	217	225	161	120	158	129	71	0	0
12:45	0	39	154	232	211	176	139	139	145	63	0	0
13:00	0	41	154	226	212	177	142	169	146	81	0	0
13:15	0	36	160	226	204	123	131	173	157	68	0	0
13:30	0	48	175	241	234	152	140	175	150	68	0	0
13:45	0	54	165	243	238	203	163	190	140	84	0	0
14:00	0	73	179	235	237	207	186	187	161	92	0	0
14:15	13	77	197	240	230	207	198	202	167	100	0	0
14:30	27	116	228	261	254	214	202	215	175	109	0	0
14:45	59	118	246	280	268	220	221	238	197	142	20	0
15:00	77	146	249	274	271	231	246	240	216	167	39	29
15:15	94	165	260	285	283	267	260	263	240	169	73	33
15:30	124	194	276	297	297	278	282	284	248	190	98	75
15:45	161	207	302	327	314	303	308	307	276	221	136	124
16:00	193	241	320	341	336	313	323	328	293	251	154	154
16:15	215	264	333	357	352	335	345	364	320	265	191	184
16:30	259	296	355	372	370	354	374	380	342	299	226	216
16:45	294	322	378	389	384	380	397	404	366	332	271	263
17:00	327	350	394	406	410	402	418	426	389	360	310	297
17:15	361	375	410	415	419	419	465	484	414	395	353	335
17:30	391	404	428	431	438	439	477	491	483	420	378	366
17:45	421	432	446	450	456	459	487	496	489	445	410	406
18:00	449	456	462	464	471	476	495	500	494	471	442	439
18:15	492	488	488	489	492	497	500	500	499	499	497	493
18:30	497	495	494	493	496	500	500	500	500	500	500	498
18:45	500	499	498	497	499	500	500	500	500	500	500	500
19:00	500	500	500	500	500	500	500	500	500	500	500	500
19:15	500	500	500	500	500	500	500	500	500	500	500	500
19:30	500	500	500	500	500	500	500	500	500	500	500	500
19:45	500	500	500	500	500	500	500	500	500	500	500	500
20:00	500	500	500	500	500	500	500	500	500	500	500	500
20:15	500	500	500	500	500	500	500	500	500	500	500	500
20:30	500	500	500	500	500	500	500	500	500	500	500	500
20:45	500	500	500	500	500	500	500	500	500	500	500	500
21:00	500	500	500	500	500	500	500	500	500	500	500	500
21:15	500	500	500	500	500	500	500	500	500	500	500	500
21:30	500	500	500	500	500	500	500	500	500	500	500	500
21:45	500	500	500	500	500	500	500	500	500	500	500	500
22:00	500	500	500	500	500	500	500	500	500	500	500	500
22:15	500	500	500	500	500	500	500	500	500	500	500	500
22:30	500	500	500	500	500	500	500	500	500	500	500	500
22:45	500	500	500	500	500	500	500	500	500	500	500	500
23:00	500	500	500	500	500	500	500	500	500	500	500	500
23:15	500	500	500	500	500	500	500	500	500	500	500	500
23:30	500	500	500	500	500	500	500	500	500	500	500	500
23:45	500	500	500	500	500	500	500	500	500	500	500	500

**Annexure G-2: 15-minute time block wise tentative net power demand profile for Project-2)**

Time	April	May	June	July	August	September	October	November	December	January	February	March
0:00	195	195	195	195	195	195	195	195	195	195	195	195
0:15	195	195	195	195	195	195	195	195	195	195	195	195
0:30	195	195	195	195	195	195	195	195	195	195	195	195
0:45	195	195	195	195	195	195	195	195	195	195	195	195
1:00	195	195	195	195	195	195	195	195	195	195	195	195
1:15	195	195	195	195	195	195	195	195	195	195	195	195
1:30	195	195	195	195	195	195	195	195	195	195	195	195
1:45	195	195	195	195	195	195	195	195	195	195	195	195
2:00	195	195	195	195	195	195	195	195	195	195	195	195
2:15	195	195	195	195	195	195	195	195	195	195	195	195
2:30	195	195	195	195	195	195	195	195	195	195	195	195
2:45	195	195	195	195	195	195	195	195	195	195	195	195
3:00	195	195	195	195	195	195	195	195	195	195	195	195
3:15	195	195	195	195	195	195	195	195	195	195	195	195
3:30	195	195	195	195	195	195	195	195	195	195	195	195
3:45	195	195	195	195	195	195	195	195	195	195	195	195
4:00	195	195	195	195	195	195	195	195	195	195	195	195
4:15	195	195	195	195	195	195	195	195	195	195	195	195
4:30	195	195	195	195	195	195	195	195	195	195	195	195
4:45	195	195	195	195	195	195	195	195	195	195	195	195
5:00	195	195	195	195	195	195	195	195	195	195	195	195
5:15	195	195	195	195	195	195	195	195	195	195	195	195
5:30	195	195	195	195	195	195	195	195	195	195	195	195
5:45	195	195	195	195	195	195	195	195	195	195	195	195
6:00	195	194	193	195	195	195	195	195	195	195	195	195
6:15	195	186	184	190	195	195	195	195	195	195	195	195
6:30	192	175	173	182	191	194	195	195	195	195	195	195
6:45	157	121	128	151	162	167	189	195	195	195	195	194
7:00	115	73	98	120	134	130	174	193	195	116	190	186
7:15	61	18	55	87	99	86	155	184	195	39	92	173
7:30	1	0	14	49	64	38	130	173	191	0	30	150
7:45	0	0	0	10	15	0	25	25	83	0	0	8
8:00	0	0	0	0	0	0	0	0	23	0	0	0
8:15	0	0	0	0	0	0	0	0	0	0	0	0
8:30	0	0	0	0	0	0	0	0	0	0	0	0
8:45	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	0	0	0	0	0	0	0	0	0	0
9:15	0	0	0	0	0	0	0	0	0	0	0	0
9:30	0	0	0	0	0	0	0	0	0	0	0	0
9:45	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0
10:15	0	0	0	0	0	0	0	0	0	0	0	0
10:30	0	0	0	0	0	0	0	0	0	0	0	0
10:45	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0
11:15	0	0	0	0	0	0	0	0	0	0	0	0
11:30	0	0	0	0	0	0	0	0	0	0	0	0

Time	April	May	June	July	August	September	October	November	December	January	February	March
11:45	0	0	0	0	0	0	0	0	0	0	0	0
12:00	0	0	0	0	0	0	0	0	0	0	0	0
12:15	0	0	0	0	0	0	0	0	0	0	0	0
12:30	0	0	0	0	0	0	0	0	0	0	0	0
12:45	0	0	0	0	0	0	0	0	0	0	0	0
13:00	0	0	0	0	0	0	0	0	0	0	0	0
13:15	0	0	0	0	0	0	0	0	0	0	0	0
13:30	0	0	0	0	0	0	0	0	0	0	0	0
13:45	0	0	0	0	0	0	0	0	0	0	0	0
14:00	0	0	0	0	0	0	0	0	0	0	0	0
14:15	0	0	0	0	0	0	0	0	0	0	0	0
14:30	0	0	0	0	0	0	0	0	0	0	0	0
14:45	0	0	0	0	0	0	0	0	0	0	0	0
15:00	0	0	0	0	0	0	0	0	0	0	0	0
15:15	0	0	0	0	0	0	0	0	0	0	0	0
15:30	0	0	0	0	0	0	0	0	0	0	0	0
15:45	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0
16:15	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0
16:45	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	179	0	0
17:15	0	0	0	0	0	0	0	50	26	186	119	0
17:30	0	0	0	0	5	0	45	103	86	194	142	0
17:45	0	0	0	13	40	75	172	192	192	195	167	0
18:00	25	20	27	43	70	113	185	195	195	195	187	30
18:15	85	76	73	80	108	146	193	195	195	195	195	90
18:30	133	119	107	113	138	172	195	195	195	195	195	143
18:45	187	176	164	165	181	194	195	195	195	195	195	193
19:00	194	185	176	175	189	195	195	195	195	195	195	195
19:15	195	194	186	186	194	195	195	195	195	195	195	195
19:30	195	195	195	194	195	195	195	195	195	195	195	195
19:45	195	195	195	195	195	195	195	195	195	195	195	195
20:00	195	195	195	195	195	195	195	195	195	195	195	195
20:15	195	195	195	195	195	195	195	195	195	195	195	195
20:30	195	195	195	195	195	195	195	195	195	195	195	195
20:45	195	195	195	195	195	195	195	195	195	195	195	195
21:00	195	195	195	195	195	195	195	195	195	195	195	195
21:15	195	195	195	195	195	195	195	195	195	195	195	195
21:30	195	195	195	195	195	195	195	195	195	195	195	195
21:45	195	195	195	195	195	195	195	195	195	195	195	195
22:00	195	195	195	195	195	195	195	195	195	195	195	195
22:15	195	195	195	195	195	195	195	195	195	195	195	195
22:30	195	195	195	195	195	195	195	195	195	195	195	195
22:45	195	195	195	195	195	195	195	195	195	195	195	195
23:00	195	195	195	195	195	195	195	195	195	195	195	195
23:15	195	195	195	195	195	195	195	195	195	195	195	195
23:30	195	195	195	195	195	195	195	195	195	195	195	195
23:45	195	195	195	195	195	195	195	195	195	195	195	195