



## **Bihar State Power Generation Company Ltd.**

(A Government of Bihar Undertaking)

**NIT No : 09/PR/BSPGCL/2025**

### **REQUEST FOR PROPOSAL**

**FOR PROCUREMENT OF POWER  
THROUGH TARIFF-BASED COMPETITIVE BIDDING  
FROM  
GRID-CONNECTED 10 MW (AC) FLOATING SOLAR PV POWER  
PROJECT TO BE SET UP UNDER RESCO MODE  
OVER RESERVOIR OF DURGAWATI  
DAM LOCATED AT KAIMUR/ROHTAS  
DISTRICT IN THE STATE OF BIHAR**

**ISSUED BY:**

**Bihar State Power Generation Company Ltd.**

(A Government of Bihar Undertaking)

**5<sup>th</sup> Floor, Vidyut Bhawan-I, Bailey Road,  
Patna - 800021, Bihar.**

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**Bid Document Cost: INR 25,000/- (Plus 18% GST)**

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## **DISCLAIMER**

The information contained in this Request for Proposal (hereafter referred to as “RFP” or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Company or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Company to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and thus Proposal pursuant to this RFP (the “**Application**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Company in relation to the Project/s. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Company, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BSPGCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

BSPGCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption,

statement or information contained therein or deemed to form part of this RFP or arising in any way with Proposal of Applicants for participation in the Bidding Process.

BSPGCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

**BSPGCL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that BSPGCL is bound to select and shortlist Applications and BSPGCL reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.**

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BSPGCL or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and BSPGCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process. Prospective Bidders acknowledges and agrees that BSPGCL in its sole discretion, may reject any and all proposals made by FSPD, and also may cancel this RFP at any time without assigning any reason.

**SECTION - I**  
**INVITATION**  
**FOR BIDS (IFB)**

**INVITATION FOR BIDS (IFB)**

**FOR PROCUREMENT OF POWER THROUGH TARIFF-BASED COMPETITIVE BIDDING FROM GRID-CONNECTED 10 MW (AC) FLOATING SOLAR PV POWER PROJECT TO BE SET UP UNDER RESCO MODE OVER RESERVOIR OF DURGAWATI DAM LOCATED AT DIST.: KAIMUR/ROHTAS IN THE STATE OF BIHAR**

**(BIDDING UNDER E-TENDERING NORMS)**

- 1.1. Bihar State Power Generation Company Limited (BSPGCL), is nominated as Nodal Agency/implementing agency for installation of floating solar power plant above 1MW in all types of water bodies.
- 1.2. BSPGCL intends to invite Request for Proposal (RFP) from the prospective **Floating Solar PV Plant Developer (FSPD)** for procurement of power through tariff-based competitive bidding from Grid-connected 10 MW (AC) Floating Solar PV Power Project to be set up under RESCO Mode over reservoir of Durgawati Dam located at Dist.: Kaimur/Rohtas in the State of Bihar. FSPD will be selected through this RFP floated by BSPGCL.
- 1.3. As part of the Government of Bihar target, in line with Bihar Policy for promotion of New and Renewable energy sources 2017 objective to encourage Solar PV, BSPGCL intended to invite proposals for setting up of Grid Connected Floating Solar PV Project under RESCO Mode over Reservoir of Durgawati Dam located at Dist.: Kaimur/Rohtas in Bihar on “Build Own Operate& Maintain (BOOM)” basis for the capacity of 10 MW (AC). State DISCOMs (NBPDC and SBPDCL) shall enter into Power Purchase Agreement (PPA) with the Successful Bidder selected based on this RFP for purchase of Solar Power for a period of 25 years based on the terms, conditions and provisions of the RFP.

## **2. OVERVIEW OF THE RFP**

- 2.1. FSPD selected by BSPGCL based on this RFP, shall set up Floating Solar PV Projects under RESCO Mode over Reservoir of Durgawati Dam located at Dist.: Kaimur/Rohtas in Bihar on Build Own Operate & Maintain (BOOM) basis in accordance with the provisions of this RFP document and standard Power Purchase Agreement (PPA).
- 2.2. State DISCOMs, (NBPDC and SBPDCL) under facilitation from BSPGCL, shall enter into PPA with Successful FSPD for a period of 25 years from the date as per the provisions of PPA. The tariff to be quoted by the Bidder shall be in **Rs. per kWh** fixed for entire duration of the PPA, however the Successful Bidder shall pay to BSPGCL service charges as applicable towards administrative overheads for coordination with State authorities and others, DISCOMs/STU/CTU, pre-commissioning etc. and pay the rent of reservoir usage as applicable by WRD, Bihar within 10 day of LOI/LOA/Work Order and prior to initiation of work. If required, Developer shall have to sign a rent agreement with WRD prior to initiation of work and take NOC from WRD.
- 2.3. Bidders can submit their bid by offering **single tariff only** for the project, which shall be applicable for all 25 years.
- 2.4. If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 1 year after COD), BSPGCL 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. In such cases, Selected Bidder shall be under obligation to inform BSPGCL before transfer of project to third party.

## **3. PROPOSAL OF TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS RFP**

The project capacity is to be 10 MW (AC). The selection of Solar PV modules technology would be technology agnostic to suit the floating solar project where humidity levels are high and moisture ingress is more. The modules with suitable quality back sheets, glass to glass packed modules or any modules with suitable technology (anchoring / mooring systems) shall be used. The structures, modules used shall have proven design and demonstrated performance. Mono PERC module manufactured by latest ALMM of MNRE with or without trackers may be installed. Only commercially established and operational technologies can be used to minimize the technological risk and to achieve timely commissioning of the Project.

## **4. GUIDELINES FOR IMPLEMENTATION OF THE RFP**

- 4.1. FSPD shall provide a suitable monitoring mechanism, to analyze the performance of projects and carry out random checks to verify compliance of quality standards. FSPD shall also lay down conditions in order to meet forecasting and scheduling requirements by BERC/SLDC/DISCOMs.

## **5. GENERAL**

- 5.1. The complete RFP Documents are available at portal <https://eproc2.bihar.gov.in> Bidders shall download the RFP Documents from the portal <https://eproc2.bihar.gov.in> as per the provisions

available therein. Interested bidders have to necessarily register themselves on the portal 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 for proper uploading of the bids on the portal namely <https://eproc2.bihar.gov.in> (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.

- 5.2. BSPGCL in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions in Bidding Documents.
- 5.3. A Single Stage, Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the RFP Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of ITB and the contract shall be executed as per the provisions of the Contract. It shall be noted that the respective rights of the BSPGCL and the Bidder/FSPD shall be governed by the RFP Documents.
- 5.4. Bidder shall submit bid proposal along with non-refundable Document Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in presence of authorized representatives of bidders who wish to be present. Bid proposals received without the prescribed Document Fees and/or, Bid Processing Fees and/or Earnest Money Deposit (EMD) shall be considered as non-responsive.
- 5.5. BSPGCL reserves the right to cancel/ amend/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

## **6. INTERPRETATIONS**

- 6.1. Words comprising the singular shall include the plural & vice versa.
- 6.2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- 6.3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- 6.4. 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.
- 6.5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.



## 7. BID INFORMATION SHEET

The brief details of the RFP are as under:

S. No.	Activity	Duration
1.	Online Sale/Download date of Tender documents	From <b>10/06/2025 (15:00 Hrs) onwards</b>
2.	Cost of Bidding Document, Bid processing fee & E-tender processing charges. <b>(submission of cost of bidding document is mandatory for all bidders, No exemption for SSI/ NSIC/ MSME registered agency)</b>	<b>1. Non-refundable</b> Cost of Bidding Document Fee of <b>INR 25,000.00 Plus 18% GST</b> to be paid through RTGS /online in favour of "Bihar State Power Generation Company Ltd." payable at "Patna" along with the Response to RFP. <b>2. E-tender Processing Charges</b> as per eproc2 to be paid through online mode i.e. internet payment gateway (Debit/credit card, Net banking, NEFT, RTGS).
3.	Pre-bid conference and venue	Pre- Bid Meeting will be held via Online/Offline mode on <b>17/06/2025 at 11.00 Hrs.</b> Venue : Conference Hall, 5 <sup>th</sup> Floor, Vidyut Bhawan-I, Bailey Road, Patna – 800021, Bihar.
4.	Date/Time for submission/ uploading of offer / Bid (ONLINE)	<b>02.07.2025 up to 16:00 Hrs.</b> ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
5.	Physical Submission of proof of Tender document fee, Bid Processing Fee and EMD.	<b>02.07.2025 up to 16:00 Hrs</b>
6.	Date & time for opening of Technical Bid	<b>02.07.2025 onwards 17:00 Hrs.</b> ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
7.	Validity of Bid	180 days from the date of opening of Financial Bid.
8.	Bid Security (EMD)	INR 1,00,00,000.00 (One Crore only) to be submitted in the form of BG or in favour of "Bihar State Power Generation Company Limited" along with the Response to RFP.
9.	Date and time of opening of Financial Bid	Date and time shall be informed to technically qualified bidder. ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
10.	Online E-Reverse Auction Request Schedule	E-Reverse Auction Request Schedule will be communicated after completion of evaluation of Financial Bid (Bid- Part-II). The qualified bidders will be informed accordingly.

### Note:

- Bidders are requested to register themselves for Online Pre-Bid conference on or before **16.06.2025 (till 04:00 PM)**.  
Please submit following details for registration:  
**Contact Person, Mobile No., Company Name and Email ID**  
Above details to be submitted on mail Id: [chiefengineerbbspgecl@gmail.com](mailto:chiefengineerbbspgecl@gmail.com). The link for online meeting will be shared via email to the registered bidders for Online Pre-Bid conference.
- Bids must be submitted strictly in accordance with Section-II, Instructions to Bidders (ITB) depending upon Type of Tender as mentioned in Bid Information Sheet. The ITB is an integral and inseparable part of the RFP document.
- Bidder(s) are advised to quote strictly as per terms and conditions of the RFP documents and not to stipulate any deviations/ exceptions.
- Any bidder, who meets the Qualifying Requirement and wishes to quote against this RFP, may download the complete RFP document along with its amendment(s) if any from on the Portal of e-proc (<https://eproc2.bihar.gov.in>) and submit their Bid complete in all respect as per terms & conditions of RFP Document on or before the due date of bid submission.
- Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites.
- Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RFP document through the websites <https://eproc2.bihar.gov.in>.
- eProc 2.0 Help Desk Address: mjunction services limited, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar. Toll Free Number: 1800 572 6571, Email Id: [eproc2support@bihar.gov.in](mailto:eproc2support@bihar.gov.in)  
Working Hours: 8AM to 7PM (All days in week except Sunday and few selected state holidays),

**SECTION – II**  
**INSTRUCTION TO**  
**BIDDERS (ITB)**

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## **Preamble**

This part (Section - II) of the RFP Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of BSPGCL. It also provides information on bid submission and uploading the bid on portal <https://eproc2.bihar.gov.in> bid opening, evaluation and on contract award. This Section (Section II) contains provisions that are to be used unchanged unless consists of provisions that supplement, amend, or specify in detail, information or requirements included in RFP and that are specific to each procurement, states otherwise.

Bidders may note that the respective rights of the BSPGCL and Bidders/ Contractors shall be governed by the RFP Documents/ Contracts signed between the BSPGCL and the Contractor for the respective package(s). The provisions of RFP Documents shall always prevail over any other documents in case of contradiction.

Further in all matters arising out of the provisions of this Section - II and the RFP Documents, the laws of the Union of India and State of Bihar regulations shall be the governing laws and Hon'ble High court of Patna shall have exclusive jurisdiction.

## 1. OBTAINING RFP DOCUMENT

The RFP document can be downloaded from the website of E-PROC <https://eproc2.bihar.gov.in>

**Note:** Interested Bidders have to download the official copy of RFP & other documents after login into the e-proc website by using the Login ID & Password provided by e-proc during registration. The Bidder shall only be eligible to submit/ upload the bid document only after logging into the e-proc portal and downloading the official copy of RFP.

## 2. COST OF RFP DOCUMENT & PROCESSING FEE

Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RFP document along with a non-refundable Bid Processing Fee and Cost of RFP Documents as mentioned in the Bid Information Sheet. A Bidding Company will be eligible to participate in the bidding process only on submission of Bid Processing Fee and Cost of RFP Documents. ***The bids submitted without Cost of the RFP Document and Earnest Money Deposit (EMD), shall not be considered for the bidding and such bids shall not be opened online by BSPGCL.***

## 3. TOTAL CAPACITY OFFERED

- 3.1. Proposal of Grid Connected Floating Solar PV Power Project over reservoir of Durgawati Dam at Dist.: Kaimur/Rohtas for total 10 MW (AC) capacity will be carried out through open e-bidding. The identification and obtaining clearances will be in the scope of bidder. BSPGCL may coordinate for the same.
- 3.2. The interested Bidders are required to participate in the Request for Proposal (RFP) for setting up of Grid Connected Floating Solar Photovoltaic Power Plant under RESCO Mode on Build-Own-Operate and Maintain (B-O-O-M) basis.
- 3.3. Project shall be connected to the nearest Power Substation (PSS) of DISCOM and the expenses involved in the connectivity and infrastructure development will be in the bidder's scope.
- 3.4. The FSPD shall demonstrate the Contracted Capacity at the Interconnection Point, as defined in the Commissioning Procedure enclosed in Annexure-A and Appendix-A-1.
- 3.5. Interconnection point along with all permission and consents for setting up of the project shall be Bidders' responsibility.

## 4. PROJECT CONFIGURATION

The term "Project" shall have the meaning as defined in Section VI of the RFP and shall refer to the Project capacity of 10 MW AC peak as awarded to the Bidder. The Bidder has to set up the defined Project capacity (10 MW AC peak) at the site (reservoir of Durgawati Dam at Dist.: Kaimur/Rohtas). Following points are to be noted in this regard:

- 4.1. Single tariff shall be quoted by the Bidder. After completion of evaluation process, the result/quoted L1 shall be placed before Hon'ble BEREC for approval and adoption of the tariff. Further to that LOI will

be issued within 45 days after approval from BERC to the successful bidder whose tariff has been approved by BERC to sign a PPA with the procurer/DISCOMs for a period of 25 years.

Further, Successful bidder will deposit the regulatory fee as required by Hon'ble BERC at the time of submission of petition for adoption of tariff/PPA approval/Deviation Approval/Reviews and all charges as and when necessary.

It shall be calculated on the actual basis comprising of the prevailing fee as notified by Hon'ble commission along with stamp and relevant administrative charges required.

- 4.2. Power Purchase Agreements (PPA) shall be signed for project by DISCOMs with the successful bidder. The Bidders shall be responsible for obtaining Connectivity for the Project.
- 4.3. BSPGCL shall not be responsible for any delay in obtaining Connectivity. Project shall however, have a single Effective Date of the PPA and single milestones for achieving Financial Closure and Commissioning.

## 5. PROJECT LOCATION

Over Reservoir of Durgawati Dam at Dist.: Kaimur/Rohtas in the state of Bihar. NOC for setting up of floating solar plant shall be in the scope of the successful bidder. However, BSPGCL may facilitate the successful Bidder in obtaining NOC from the concerned Department.

## 6. PROJECT SCOPE & TECHNOLOGY PROPOSAL

Under this RFP, the FSPD shall set up Floating Solar PV Project including the transmission network up to the Interconnection/ Delivery Point, at its own cost and in accordance with the provisions of this RFP document. All approvals, permits and clearances required for setting up of the Project (including connectivity) including those required from State Government and local bodies shall be in the scope of the FSPD. The selection of solar PV modules technology would be technology agnostic to suit the floating solar projects where humidity levels are high and moisture ingress is more. The modules with suitable quality back sheets, glass to glass packed modules or any modules with suitable technology (anchoring / mooring systems) shall be used. The floats, equipments, modules used shall have proven design and demonstrated performance. Mono PERC, Crystalline silicon etc. (any suitable latest technology), without trackers can be installed. Only commercially established and operational technologies can be used to minimize the technology risk and to achieve timely commissioning of the Project.

- 6.1. The FSPD shall be required to follow the applicable rules regarding project registration with BSPGCL in line with the provisions of the applicable policies/regulations of Bihar/Any other statutory body. It shall be the responsibility of the FSPD to remain updated about the applicable charges payable to the BSPGCL/SNA under the Bihar Policy for promotion of New and Renewable Energy Sources, 2017.

## 7. EVALUATION PROCESS FOR PROJECT ALLOTMENT TO A BIDDER

- 7.1. Following conditions shall be applicable to the Bidders for submission of bids against this RFP:

7.1.1. The evaluation of bids shall be carried out as described in **Section-IV** of RFP. The methodology for allocation of Project is elaborated in **Section-IV** of RFP.

## 8. CONNECTIVITY WITH THE GRID

- 8.1. The Project should be designed for interconnection with the GRID in accordance with the prevailing BERC regulations and State DISCOMs guidelines in this regard. For interconnection with the grid and metering, the FSPD shall abide by the applicable Grid Code, Grid Connectivity Standards.
- 8.2. Regulations on Communication System for transmission of electric and other regulations (as amended from time to time) issued by Regulatory Commission and Central Electricity Authority (CEA).
- 8.3. **8.3.1** The responsibility of getting connectivity shall entirely be with the FSPD and shall be at the cost of the FSPD. The transmission of power up to the point of Interconnection /Delivery Point where the metering is done for energy accounting shall be the responsibility of the FSPD at his own cost.  
**8.3.2** The responsibility of getting connectivity with the transmission system owned by the DISCOMs/STU will lie with the Project Developer (FSPD). The cost of the transmission line upto the fed in substation viz. the point of interconnection where the metering is done shall be borne by the FSPD.  
**8.3.3** FSPD shall be responsible for the Operation & Maintenance of dedicated line upto the point of connectivity. Such an arrangement shall be as per the regulation specified by the appropriate commission as amended time to time.  
**8.3.4** State government as per Bihar Policy for promotion of New and Renewable energy sources 2017, as amended from time to time, will provide incentive, if applicable. The incentive shall be reimbursable to the FSPD as per Bihar Policy for promotion of New and Renewable energy sources 2017, as amended from time to time, after construction of the transmission line and Commercial date of Operation (COD) of the power plant.  
**8.3.5** The incentive amount payable will be as per the estimation done by concerned DISCOMs/STU after verification of the transmission work done and actual expenditure made on it by the FSPD.
- 8.4. The maintenance of evacuation system up to the Inter-connection Point shall be the responsibility of the FSPD.
- 8.5. The arrangement of connectivity shall be made by the FSPD through a dedicated HT line. The entire cost of HT line including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC maintenance, losses etc. and any other charges from the Project upto the Interconnection Point will be borne by the FSPD.
- 8.6. The FSPD shall comply with BERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and would be responsible for all liabilities related to LTOA (Long term open Access) and Connectivity.

- 8.7. Reactive power charges as per BERC regulations shall be payable by FSPD as per provisions of PPA.
- 8.8. Metering arrangement of project shall have to be adhered to in line with relevant clause of the PPA.
- 8.9. The Buying Utility (DISCOMs) will be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawn point.
- 8.10. At least 30 days prior to the proposed commissioning date, the FSPD shall be required to submit prior the connectivity letter from Concerned Authority, confirming technical feasibility of connectivity of the plant to the PSS/GSS of the respective DISCOMs.

## 9. POWER GENERATION BY FLOATING SOLAR POWER DEVELOPER

- 9.1. **Criteria for Generation** - The Bidder will declare the Annual CUF of the Project at the time of submission of response to RFP. The FSPD will have to maintain annual CUF as per **BERC guidelines and it** should not be less than 19%. The CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than BERC guidelines. FSPD shall maintain generation so as to achieve annual CUF within + 10% and - 15% of the declared value till the end of 10 years from COD and within +10% and -20% of annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by BSPGCL to the extent of non-availability of grid for evacuation which is beyond the control of the FSPD. The annual CUF will be calculated every year from 1<sup>st</sup> April of the year to 31<sup>st</sup> March next year.
- 9.2. **Shortfall In Generation** - If for any Contract Year, it is found that the FSPD has not been able to generate minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the FSPD, on account of reasons solely attributable to the FSPD, such shortfall in performance shall make the FSPD liable to pay the compensation to SBPDCL/NBPDCL. The compensation will be equal to one and a half times the PPA tariff for shortfall in energy terms. However, this compensation shall not be applicable in events of Force Majeure identified under the PPA, affecting supply of solar power by FSPD.
- 9.3. **Excess Generation** – In case the energy available is more than the quantum corresponding to maximum CUF specified, the floating solar power developer will be free to sell it to any other entity provided first right to refusal will vest with the DISCOMs (NBPDCL/SBPDCL), Any excess generation over and above of declared maximum CUF specified will be purchased by DISCOM at PPA tariff, provided DISCOM is able to evacuate such excess generation. However, the FSPD shall inform at least 60 days in advance of such excess generation to SLDC/ DISCOM, to enable DISCOM take necessary actions for sale of this excess generated energy. DISCOM shall be required to intimate its approval/refusal to the FSPD, for buying such excess generation not later than 1 month of receiving the above offer from the FSPD. In the event the offer of the FSPD is not



accepted by DISCOM within the said period of 1 month, such right shall cease to exist and the FSPD shall, at its sole discretion, may sell such excess power to any **third party**.

While the FSPD would be free to install DC solar field as per his design of required output, including his requirement of auxiliary consumption limited to maximum 0.50%, he will not be allowed to sell any excess power to any other entity other than NBPDC/ SBPDC (unless refused by NBPDC/ SBPDC).

- 9.4. Off-take Constraints due to Transmission Infrastructure/ Grid Unavailability & Breakdown. The FSPD shall be duly compensated for the Off-take Constraints due to Transmission Infrastructure/ Grid Unavailability & Breakdown based on deemed generation (kWh) calculated on the normative 19% CUF. Such compensation on account of Deemed Generation (if any) shall be payable by DISCOM along with energy sale payment on monthly basis.

## 10. CLEARANCES REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES

- 10.1. The Floating Solar Power Developer is required to obtain all necessary clearances and permits as required for setting up the Floating Solar Power Projects, including but not limited to the following:

- a. No Objection (NOC) / Environmental clearance (if applicable) for the Project.
- b. Approval from the concerned authority (if applicable) required use of water body for the Project.
- c. Necessary labour registrations as per act.
- d. Any other clearances as may be legally required, in order to establish and operate the Project.
- e. The bidder shall abide by the terms & conditions as per NOC provided by WRD, Govt. Of Bihar.

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

## 11. EARNEST MONEY DEPOSIT (EMD)

- 11.1. Earnest Money Deposit (EMD) of INR 1,00,00,000.00 ( One Crore only) shall be submitted by the Bidder along with their bid in the form of Bank Guarantee (BG) as per given Format 6.10, having validity of 06 (Six) months from last date of bid submission, failing which the bid shall be summarily rejected. The Bank Guarantee (BG) towards EMD have to be issued

in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

## 12. PERFORMANCE BANK GUARANTEE (PBG)

12.1. Bidder, selected by BSPGCL based on this RFP shall submit Performance Bank Guarantee for a value @ **INR 25 Lakh/MW (Rupees Twenty Five Lakhs per MW)** within 30 days of issuance of Letter of Intent (LoI) or before signing of PPA, whichever is earlier. It may be noted that successful Bidder shall submit the Performance Bank Guarantee in the form of Bank Guarantee (BG) according to the Format 6.2 for a value @ **INR 25 Lakh/MW (Rupees Twenty Five Lakhs per MW)** with a validity period from the date of submission of the PBG until 18 months from the Effective Date of the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder at an earlier date, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of PPA, subject to submission of Board Resolution from the Successful Bidder to transfer the project to its SPV and Board Resolution from the SPV accepting the said Project from the Successful Bidder. **On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by BSPGCL to the successful Bidder.** Non submission of PBG within the above timelines shall be treated as follows:

- a. Delay upto 1 month from due date of submission of PBG: Delay charges @1% of the PBG amount per month levied on per day basis shall be paid by the Successful Bidder to BSPGCL in addition to the PBG amount.
- b. Delay beyond 1 month from the due date of submission of PBG: The EMD submitted by the Successful Bidder shall be encashed by BSPGCL and the Project shall stand terminated.

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

12.2. The Successful Bidder shall furnish the PBG from any of the Scheduled Commercial Banks as listed by Reserve Bank of India (RBI) and amended as on date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial bank is to be endorsed by the India branch of same bank or State Bank of India.

12.3. The format of the Performance Bank Guarantee prescribed in the Formats 6.2 (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.

12.4. The successful Bidder of the Project selected based on this RFP is required to **sign PPA with state DISCOMs (SBPDCL/NBPDCL) within 1 month after the issue of LOI.** In case,

BSPGCL offers the Selected Bidder to execute the PPA with SBPDCL/NBPDCL and if the Selected Bidder does not submit the requisite documents as per Section-II, (ITB) or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bid Guarantee equivalent to the amount of the EMD shall be encashed by BSPGCL from the Guarantee available with BSPGCL (i.e. EMD, PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.

- 12.5. The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- 12.6. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Successful Bidder.
- 12.7. In order to facilitate the Successful Bidder to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-B has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- 12.8. After the bidding process is over, BSPGCL shall return the **EMD of the unsuccessful Bidders within 30 days** after completion of e-Reverse Auction.
- 12.9. **The PBG of FSPD shall be returned to them, immediately after successful commissioning of the project as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning** as per prevailing clause mention in this RFP document.

### 13. FORFEITURE OF EMD

13.1. The BG towards EMD shall be encashed by BSPGCL in following cases:

- 13.1.1. If the Bidder **withdraws or varies** the bid after due date and time of bid submission and during the validity of bid;
- 13.1.2. In case, BSPGCL offers the Selected Bidder to execute the PPA with the SBPDCL/NBPDCL and if the Selected Bidder does not submit the requisite documents as per Instructions to Bidders (ITB) of RFP documents or does not execute the PPA within the stipulated time period;
- 13.1.3. If after issuance of LOI, it is found that the documents furnished by the Bidder as part of response to RFP are misleading or misrepresented in any way;
- 13.1.4. If the Bidder fails to furnish required Performance Bank Guarantee in accordance with Instructions to Bidders (ITB) of RFP document.

### 14. POWER PURCHASE AGREEMENT (PPA)

- 14.1. NBPDCL / SBPDCL shall enter into Power Purchase Agreement (PPA) with selected Bidder or SPV formed by the successful bidder based on this RFP. **The PPA shall be signed within 30 days from the date of issue of LOI, if not extended by BSPGCL**
- 14.2. The **Performance Bank Guarantee** shall be submitted by the FSPD **prior to signing of PPA**. Before signing of PPA with the selected Bidder, BSPGCL will verify the documents furnished by the Bidder at the time of submission of response to RFP including the shareholding of the Project

Company along with a copy of complete documentary evidence supported with the original documents. Bidder will be required to furnish the documentary evidence for meeting the RFP Qualification Requirement and financial requirements. At this stage, the Bidder shall be required to furnish the audited balance sheet of the previous month-end along with complete Bank Statement. If at this stage it is found that the documents furnished by the Bidder is false/ misleading or misrepresented in any way then the provisions contained in this RFP will be applicable.

- 14.3. Successful bidder will have to **submit the required documents to BSPGCL** preferably **within 20 days from the issue of LOI**. In case of delay in submission of documents beyond the timeline as mentioned above, BSPGCL shall not be liable for delay in verification of documents and subsequent delay in signing of PPA
- 14.4. The FSPD will be free to reconfigure and repower its plants from time to time during the PPA duration. However, DISCOM will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per guidelines.
- 14.5. Any extension of the PPA period beyond 25 years shall be through mutual Agreement between the Floating Solar Power Developer and DISCOMs (SBPDCL/NBPDCL).

## 15. FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS

- 15.1. The Project shall achieve Financial Closure within 6(Six) months from the Effective Date of the Power Purchase Agreement (PPA) (for e.g. if Effective date of the PPA is 19.06.2025, then scheduled Financial Closure date shall be 19.12.2025). At this stage, the FSPD shall report tie-up of Financing Arrangements for the Project. In this regard, the FSPD shall submit a certificate from all financing agencies regarding the tie-up of funds indicated for the Project. Additionally, the FSPD shall furnish documentary evidence towards the following: -
- a. The orders placed/ agreements entered into, for supply of plants and equipment for the Project. Detailed Project Report.
  - b. The details of all planned/ proposed Inverters and modules (manufacturer, model number, datasheet, all technical certificates as mentioned at Annexure-A along with the link of the certifying authority with ILAC member accredited lab/ NABL accredited lab) for the Project, at least 14 days prior to the scheduled Financial Closure date.
- 15.2. In case of delay in achieving above condition as may be applicable, BSPGCL shall encash Performance Bank Guarantees and shall cancel the Project allotment, unless the delay is on account of delay in allotment of water body area by the Government not owing to any action or inaction on the part of the FSPD, or caused due to a Force Majeure as per PPA. An extension can however be considered, on the sole request of FSPD, on advance payment of extension charges of INR 1,000/- per day per MW plus applicable GST. This extension will not have an impact on the Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, BSPGCL shall issue notices to the FSPD who are not meeting the

requirements of Financial Closure as per the RFP deadlines. The notice shall provide a period of 7 business days to the respective FSPD to either furnish the necessary documents or make the above mentioned payment of Rs. 1000/MW/day plus applicable GST. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 days BSPGCL shall encash the PBG of the corresponding FSPD and terminate the PPA for the corresponding Project. The amount of Rs. 1000/MW/day plus applicable GST shall be paid by the FSPD 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 FSPD. In case of the FSPD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the FSPD shall be returned by BSPGCL. Interest on account of delay in deposition of the above mentioned charges or on any subsequent extension sought, shall be levied @ one year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so shall be returned to the FSPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date.

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

## 16. COMMISSIONING

- 16.1. The Commissioning of the Projects shall be carried out by the FSPD in line with the procedure elaborated in draft PPA document. BSPGCL may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by BSPGCL after successful commissioning.

### 16.2. PART COMMISSIONING

Part Commissioning of Project will not be allowed.

### 16.3. COMMISSIONING SCHEDULE AND LIQUIDATED DAMAGE FOR DELAY IN COMMISSIONING

- 16.3.1. The Project shall be commissioned within 12 months of the effective date of the PPA. In this regard, a duly constituted committee will physically inspect and certify successful commissioning of the Project. In case of failure to achieve this milestone, provisions of PPA as mentioned below shall apply: -
- a. **Delay upto six months from the SCD:** The total PBG amount shall be encashed on per day basis and proportionate to the capacity not commissioned.
  - b. **Delay of more than six months from the SCD:** In case the commissioning of the Project is delayed by more than 6 months from the SCD, the contracted capacity shall stand reduced to the project capacity that has commenced supply of power within the period of SCD plus 6 months. The PPA for the balanced contracted capacity that has not commenced supply of power shall stand terminated.

#### 16.4. EARLY COMMISSIONING

- 16.4.1. The FSPD shall be permitted for full commissioning of project even prior to the SCD, subject to availability of connectivity and General Network Access. Early commencement of power supply will be allowed solely at the risk and cost of FSPD, and first right of refusal for offtake of such power will vest with the Buying Entity i.e DISCOMs (SBPDCL/NBPDCL). In case DISCOMs (SBPDCL/NBPDCL) agrees to purchase power from such early commissioning of power supply prior to SCD, such power will be purchased at the PPA tariff. In case DISCOMs does not agree to purchase such energy, full commissioning of power shall still be allowed and the FSPD will be free to sell such energy to a third party until SCD. Such intimation regarding consent to procure energy from early commissioning of supply shall be provided by DISCOMs within 15 days of receipt of the request being made by the FSPD, beyond which it would be considered as deemed refusal. The 15 days period will be applicable separately for the DISCOMs.
- 16.4.2. COMMERCIAL OPERATION DATE (COD): Commercial Operation Date (COD) certificate shall be issued by DISCOM/BSPGCL. COD shall be with effect from the date on which commissioning of the Project will be achieved. 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:
- Interconnection with Grid: This may be provided by the Concerned Authority/DISCOM/PSS/GSS on the request of the FSPD, even if the project is only partially ready, to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.
  - Commissioning of the Project: This will be on a date, when the project meets the criteria defined for project commissioning. DISCOM and BSPGCL may authorize any individual or committee or organization to declare the project commissioned on site.

### 17. MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER

- 17.1. The Bidder shall provide complete information in their bid in reference to this RFP about the Promoters and upon issuance of LOI, the FSPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with SBPDCL/NBPDCL.
- 17.2. No change in the controlling shareholding of the Bidding Company shall be permitted from the date of submission of response to RFP till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- Following shall not be considered as change in shareholding as mentioned above:
- Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
  - Conversion of CCDs, CCPs etc. already issued to existing shareholders.
  - Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of

signing of PPA), insolvent, insane of existing shareholders.

iv. Transfer of shares within the members of Immediate Promoter Group only.

v. Transfer of shares to IEPF. vi. Issue of Bonus Shares.

- 17.3. The successful bidder if being a single company shall ensure that its shareholding in the SPV/Project Company executing the PPA shall not fall below 51%(Fifty One Percent) at any time prior to 1(One) year from COD except with prior approval of the BSPGCL/DISCOMs. In the event the successful 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%(Fifty One Percent) at any time prior to 1 (one) year from the COD except with the prior approval of BSPGCL/DISCOMs. Further the successful bidder shall ensure that its promoters shall not cede control of the bidding company/Consortium till 1(One) year from the COD except with the prior approval of BSPGCL/DISCOMs. In this case it shall also be essential that the successful bidder shall provide the information about its promoter and their shareholding to the BSPGCL/DISCOMs before signing of the PPA.
- 17.4. In case of the successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 1 (one) year from the COD, except with the prior approval of BSPGCL. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 17.5. In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after COD. **In case of Project being executed through SPV, the Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after the COD, except with the prior approval of the procurer/BSPGCL. Further, the successful bidder shall ensure that its promoters shall not cede control of the bidding company till 1 (one) years from the COD, except with the prior approval of the procurer/BSPGCL.**
- 17.6. Any change in the shareholding after the expiry of 1 year from COD can be undertaken under intimation to BSPGCL. Transfer of controlling shareholding of the company developing the project within the same group of companies will however be allowed after COD with the permission of BSPGCL, subject to the condition that, the management control remains within the same group of companies. [The expression ‘control’ shall mean the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Company or right to appoint majority Directors.]
- 17.7. In the event the Generator is in default to the lender(s), lenders shall be entitled to undertake “Substitution of Promoter” in concurrence with the Procurers.

## 18. STRUCTURING OF THE BID PROPOSAL PROCESS

- 18.1. Single stage, double envelope bidding has been envisaged under this RFP. Bidders have to submit both Techno-Commercial Bid and Financial Bid (Tariff) together in response to this RFP online. The preparation of bid proposal has to be in the manner described in Instructions to Bidders (ITB) of RFP.

## 19. INSTRUCTIONS TO BIDDERS FOR STRUCTURING OF BID PROPOSALS IN RESPONSE TO RFP

- 19.1.1. The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single response to RFP.
- 19.1.2. Submission of bid proposals by Bidders in response to RFP shall be in the manner described below:
1. Covering Letter as per **Format 6.1**.
  2. Earnest Money Deposit (EMD) in the form of BG. **Format 6.10**.
  3. Board Resolutions, as per prescribed formats enclosed as per **Format 6.3** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
    - a. Board resolution from the Bidding Company as the case may be, in favour of the person signing the response to RFP and in the event of Proposal of the Project and to sign the PPA.
    - b. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project.
  4. Format for Financial Requirements as per **Format 6.4** along with the certificate from practicing Chartered Accountant/Statutory Auditors showing details of computation of the financial credentials of the Bidder.
  5. A disclosure statement as per **Format 6.5** regarding participation of any related companies in the bidding process.
  6. Format for Technical Criteria as per **Format 6.6** (to be filled for the Project) in line with Instructions to Bidders (ITB) of RFP.
  7. Declaration by the Bidding Company for the Proposed Technology as per **Format 6.7** (to be filled out for the Project).
  8. Undertaking as per **Format 6.11**.
  9. Consortium Agreement as per **Format 6.12**, if applicable.
  10. Format for Power of Attorney **Format 6.13**, if applicable.



**11. Attachments:**

- a. Memorandum of Association, Article of Association needs to be attached along with the bid. The Bidder should also highlight the relevant provision which identifies the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.
- b. In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the Bidder is selected as Successful Bidder.
- c. Certificate of Incorporation of Bidding Company.
- d. 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 one week prior to the last date of bid submission, along with documents containing information about the promoters, and their shareholding in the Bidder (as on a date within one week prior to the last date of bid submission) indicating the controlling shareholding at the stage of submission of response to RFP as per Clause No. 17, Section-II, Instructions to Bidders (ITB) of RFP. BSPGCL 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 RFP conditions have been complied with and the Bidder will ensure submission of the same within the required time lines.
- e. Certified copies of annual audited accounts for the last financial year.

## **20. IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS**

- 20.1. Wherever information has been sought in specified formats, the Bidder 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.
- 20.2. The Bidder shall be shortlisted based on the declarations made by them in relevant schedules of RFP. The documents submitted online will be verified before signing of PPA in terms of Clause No. 14, Section-II, Instructions to Bidders, ITB of RFP.
- 20.3. If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RFP, in any manner whatsoever, BSPGCL reserves the right to reject such response to RFP and/ or cancel the Letter of Intent, 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 RFP.
- 20.4. If the event specified at 20.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 20.5. Response submitted by the Bidder shall become the property of the BSPGCL and BSPGCL shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Instructions to Bidders (ITB) of RFP.
- 20.6. All documents of the response to RFP (including RFP and subsequent Amendments/ Clarifications/ Addendum, PPA) submitted online must be digitally signed by the person authorized by the Board as per Format 6.3.

- 20.7. The response to RFP shall be submitted as mentioned in Instructions to Bidders (ITB) of RFP. No change or supplemental information to a response to RFP will be accepted after the scheduled date and time of submission of response to RFP. However, BSPGCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RFP.
- 20.8. The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the **‘Time Locked Electronic Key Box (EKB)’** after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
- 20.9. All the information should be submitted in English language only.
- 20.10. Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 20.11. Response to RFP that are incomplete, which do not substantially meet the requirements prescribed in this RFP, will be liable for rejection by BSPGCL.
- 20.12. Response to RFP not submitted in the specified formats will be liable for rejection by BSPGCL.
- 20.13. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 20.14. Non-submission and/ or submission of incomplete data/ information required under the provisions of RFP shall not be construed as waiver on the part of BSPGCL of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
- 20.15. Bidder would not able to claim benefit of Renewable Energy Certificates (REC) out of this project.
- 20.16. Only Hon’ble High Court, Patna shall have exclusive jurisdiction in all matters pertaining to this RFP.

## 21. NON-RESPONSIVE BID

- 21.1. The electronic response to RFP submitted by the bidder along with the documents submitted offline to BSPGCL shall be scrutinized to establish “Responsiveness of the bid”. Each bidder’s response to RFP shall be checked for compliance with the submission requirements set forth in this RFP. Any of the following conditions shall cause the Bid to be “Non-responsive”: -
- a. Non-submission of Cost of RFP and/ or Processing fee as mentioned in the Bid Information Sheet;
  - b. Non-submission of EMD in acceptable form along with RFP document.
  - c. Response to RFP not received by the due date and time of bid submission;
  - d. Non-submission of the original documents mentioned at Clause No. 22I, Section-II, Instructions to Bidders (ITB) of RFP by due date and time of bid submission;
  - e. Any indication of tariff in any part of response to the RFP, other than in the financial bid;

- f. Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form;
- g. 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 RFP, then all these bids submitted shall be treated as non-responsive and rejected.

## 22. METHOD OF SUBMISSION OF RESPONSE TO RFP BY THE BIDDER

### I. DOCUMENTS TO BE SUBMITTED OFFLINE (IN ORIGINAL):

Covering Envelope: Super scribed as “Covering Envelope Containing Cost of RFP Document, BG of EMD, Covering Letter, Pay order towards Cost of RFP Document as mentioned in Bid Information Sheet.

- BG of EMD as mentioned in the Bid Information Sheet.
- Covering Letter as per Format-6.1

The bidding envelope shall contain the following sticker:

<b><i>Response to RFP for Proposal for Procurement of Solar Power from 10MW(AC Peak) Grid Connected Floating Solar PV Power Projects to be Developed in the State of Bihar for supply of power to SBPDCL/NBPDCL as invited by Bihar State Power Generation Company Limited.</i></b>	
<i>Capacity of the project applied for</i>	10 MW (AC peak)
<i>NIT Reference No.</i>	
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory) (Name of the Authorized</i>
<i>Bid Submitted to</i>	<b>Chief Engineer</b>  Bihar State Power Generation Company Ltd.

**22.1. DOCUMENTS TO BE SUBMITTED ONLINE:** The Bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form. **If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and Cost of RFP, Processing fee submitted shall be encashed and the EMD(s) shall be returned.**

All documents of the response to RFP submitted online must be digitally signed on <https://eproc2.bihar.gov.in> which should contain the following:

## **I. Technical Bid (First Envelope)**

The Bidder shall upload single technical bid containing the scanned copy of following documents duly signed and stamped on each page by the authorized person as mentioned below:

- a. Formats - 6.1, 6.3, 6.4, 6.5, 6.6, 6.7, 6.10,6.11,6.12,6.13 as elaborated in Clause No. 19,Section-II, Instructions toBidders (ITB).
- b. All attachments elaborated in Clause No. 19, Section-II, Instructions to Bidders (ITB), under the sub-clause 11: Attachments, with proper file names.
- c. All supporting documents regarding meeting the eligibility criteria.
- d. The bidder will have to fill the Electronic Form provided at the E-PROC2 portal as part of TechnicalBid.

## **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-6.8 of this RFP document
  - b. Preliminary Estimate of Cost of Solar PV Project as per Format 6.9

**Only single tariff bid for the Project applied for, shall have to be filled online in the Electronic Form provided at the E-PROC portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.**

### **Important Note:**

- a. The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.

## **23. VALIDITY OF THE RESPONSE TO RFP**

The Bidder shall submit the response to RFP which shall remain valid up to 180 (One Hundred Eighty) days from the date of opening of financial bid. BSPGCL reserves the right to reject any response to RFP which does not meet the aforementioned validity requirement.

## **24. BID PREPARATION COST**

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

## 25. CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS

25.1. Clarifications/ Doubts, if any, on RFP document may be emailed and/ or submitted through e-proc portal.

25.2. BSPGCL will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and BSPGCL's response will be uploaded in the website <https://eproc2.bihar.gov.in>. If necessary, amendments, clarifications, elaborations shall be issued by BSPGCL which will be notified on e-proc web site. No separate reply/ intimation will be given for the above, elsewhere.

25.3. A Pre-Bid meeting shall be held as mentioned in the Bid Information Sheet

## 26. RIGHT OF BSPGCL TO REJECT A BID

BSPGCL reserves the right to reject any or all of the responses to RFP or cancel the RFP or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability.

## 27. 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 FSPD. BSPGCL shall not be liable for issuing any intimations/ reminders to FSPD for timely completion of milestones and/ or submission of compliance documents. Any checklist shared with FSPD by BSPGCL for compliance of above-mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RFP and PPA must be timely submitted by the FSPD.

**SECTION - III**  
**QUALIFYING**  
**REQUIREMENTS**  
**FOR BIDDERS**  
**(QR)**

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

**A. GENERAL ELIGIBILITY CRITERIA**

**A.1** The Bidder should be a corporate body, incorporated in India under the Companies Act, 1956 or 2013. A Bidder which has been selected as Successful Bidder based on this RFP can also execute the Project through a Special Purpose Vehicle (SPV)

**A.2** Formation of consortium by the bidders shall be permitted, in which case the consortium shall identify a lead member which shall be the contact point for all correspondences during the bidding process.

**A.3** The Bidder or any of its Affiliates should not be a wilful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect.

**A.4** Void

**A.5** Bidder should have valid GST registration certificate.

**A.6** Bidder should not have been black listed by any Government Department, Organization, Agency, Authority or any Public Sector Undertaking owned by the Government during the last three years as on the date for Bid submission. The Bidder shall submit an undertaking to this effect.

**B. TECHNICAL ELIGIBILITY CRITERIA**

**B.1** Under this RFP, it is proposed to promote commercially established and operational technologies to minimize the technology risk and to achieve the timely commencement of supply from the Projects. The detailed technical parameters for Solar PV/Energy Storage Systems shall be as specified by MNRE from time to time. The developer shall install and maintain GPS enabled Automatic Weather Station (AWS) as per the technical specifications and standards specified by relevant central government agency. Availability of the data from such AWS shall be ensured as specified by the appropriate Load Dispatch Centre and other Central Government agencies in accordance with the provisions of Indian Electricity Grid Code and instructions from the appropriate Load Dispatch Centre from time to time. The technical criteria shall include provisions to ensure that the developer complies with applicable cyber security regulations, directives, and guidelines issued by the Central Government Authorities dealing with cyber security. The Bidder may indicate regarding the Proposal of technology and its details at the time of submission of bids in the prescribed Format 6.7. However, the Successful Bidder has to confirm the Proposal of technology in line with the above at the time of Financial Closure. The technology proposed at the time of submission of response to RFP can be changed at the time of Financial Closure.

**B.2** The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause No. 15 under the sub title “Financial Closure” in Section-II, Instructions

to Bidders (ITB) of RFP Documents. The undertaking shall be submitted as per enclosed Format 6.6.

**B.3** Detailed technical parameters for Solar PV Project to be met by FSPD are at Annexure-A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-A. Further, the provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject "Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg." and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The solar PV modules and solar PV cells used in the Projects under this RfS shall be from the models and manufacturers included in ALMIM List-1 (for solar PV modules) and ALMM List-II (for solar PV cells), valid as on the date of invoicing of such modules.

**B.4** The Project shall also comply with the criteria for power generation detailed in, Instructions to Bidders (ITB) of RFP.

**B.5** Bidder should have commissioned grid connected solar power plant(s) of minimum cumulative installed capacity of 5MW from all projects with at least one project of grid connected solar power plant of minimum capacity of 1MW. (Required Document certified from SNA (State Nodal Agency / Govt. Bodies/ Third Party approved by Govt).

## **C. FINANCIAL ELIGIBILITY CRITERIA**

### **C.1 NET- WORTH**

- a. The Net Worth of the Bidder should be positive as on the last date of previous Financial Year.
- b. The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company that undertake to contribute the required equity funding and performance bank guarantee in case the Bidder fail to do so in accordance with the RFP.
- c. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto. Further, this is to clarify that Bidders may use Compulsorily Convertible Debentures (CCDs/MCCDs/FCCDs) etc. while computing the net-worth.

### **C.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. Bidder should have a Minimum Average Annual Turnover (MAAT) of **INR 30 Crore** during the previous three (03) financial years. 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.

**C.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 C.1 and C.2 above.



**SECTION - IV**  
**BID EVALUATION**  
**AND PROPOSAL**  
**OF PROJECTS**

## **1. BID EVALUATION**

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

## **2. TECHNO-COMMERCIAL EVALUATION OF BIDDERS**

### **2.1. TECHNICAL BID EVALUATION (STEP - 1)**

1. Technical Bid submitted online of only those bidders will be opened by BSPGCL whose required documents as mentioned in Section-II, Instructions to Bidders (ITB) of this RFP are received at the office of BSPGCL on or before the due date and time of bid submission.
2. Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the Bidder.
3. Subject to Instructions to Bidders (ITB) of this RFP, BSPGCL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RFP. During the examination of the bids, BSPGCL 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 BSPGCL within 07 (Seven) Days from the date of such intimation from BSPGCL. All correspondence in this regard shall be made through email/ E-PROC portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional. BSPGCL reserves the right to reject such bid in case of non-responsiveness of bidder.
4. The response to RFP submitted by the Bidder shall be scrutinized to establish Techno Commercial eligibility as per RFP.

### **2.2. FINANCIAL BID EVALUATION (STEP - 2)**

In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the “Tariff” quoted by the Bidders in the Electronic Form of Financial Bid.

1. Financial Bid of only those Bidders shall be opened whose technical bids are found to be qualified.

2. The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a bid (single application) and shall quote single tariff for the Project. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 4.116, then it shall be considered as INR 4.11)
3. In this step, evaluation will be carried out based on tariff quoted by Bidders.
4. On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for opening of financial bid, opening of the financial bid of the bidder will be at the discretion of BSPGCL. Thereafter, BSPGCL will take appropriate action as deemed fit.
5. Ranking of Bidders for the project after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

Bidder	Submitted Financial Bid	Ranking
B1	₹ 3.50 (Tariff in ₹/ kWh)	L1
B2	₹ 3.60 (Tariff in ₹/ kWh)	L2
B3	₹ 3.70 (Tariff in ₹/ kWh)	L3
B4	₹ 3.70 (Tariff in ₹/ kWh)	L3
B8	₹3.80 (Tariff in ₹/ kWh)	L4
B9	₹ 3.84 (Tariff in ₹/ kWh)	L5

6. The Financial Bids submitted by the Bidders shall be scrutinized to ensure conformity with the relevant provisions of this RFP. Any Bid not meeting any of the requirements as per this RFP may cause the Bid to be considered “Non-responsive” at the sole decision of BSPGCL. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

### 2.3. Reverse Auction (STEP-3)

- I. For the purpose of discovery of tariffs with transparent process in accordance with relevant guidelines BSPGCL shall be engaging “BELTRON- e-Tendering/ e-Procurement system of Government of Bihar (<https://eproc2.bihar.gov.in>)”. If for any reason whatsoever the e-Tendering portal needs to be changed due to technical/administrative issues, then BSPGCL shall issue necessary Corrigendum/ Notices publicly as applicable. This sort of changes shall not affect the RFP & PPA terms (except for the necessary change of dates, etc accordingly).
- II. The reverse auction for the project shall be conducted through <https://eproc2.bihar.gov.in> portal on the day as intimated by BSPGCL to the eligible bidders.
- III. Shortlisted bidders for Reverse Auction will be able to login into the website of reverse auction and shall follow the guidelines mentioned in this RFP document:
  1. The minimum decrement value for discounted tariff shall be ₹ 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 1 (one) paisa less than its current tariff.
  2. Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can

improve their ranking by quoting the tariff lower than their last quoted tariff.

#### **2.4. Successful Bidder Selection**

Bids qualifying in STEP 3 shall only be evaluated in this stage.

- I. The Ranking of the bidders will start from the bidder quoting the lowest Tariff and so on, after the reverse auction process concludes. Bidder quoting the lowest Fixed Tariff for 25 years shall be declared as the lowest bidder and declared as successful bidder for the project. BSPGCL reserves the right to verify all Statements, information and documents, submitted by the Bidder in response to the RFP. Failure of the BSPGCL to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the BSPGCL there under.
- II. The lowest quoting Bidder will be allotted the project.
- III. In case of a tie among two or more Bidders (i.e. their quoted tariff being the same), then the Bidder with highest net-worth shall be considered for allotment of the Project.
- IV. At the end of Proposal process, a Letter of Intent (LOI) will be issued to the successful Bidder after approval from BERC .

**In all cases, BSPGCL's decision regarding Proposal of Bidder based on tariff or annulment of tender process shall be final and binding on all participating bidders.**

**SECTION - V**

**SAMPLE FORMS &  
FORMATS FOR BID  
SUBMISSION**

## **FORMATS FOR BID SUBMISSION**

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

- i) Format of Covering Letter (Format 6.1)
- ii) Format for Performance Bank Guarantee (PBG) (Format 6.2)
- iii) Format for Board Resolutions (Format 6.3) (if applicable)**
- iv) Format for Financial Requirement (Format 6.4)
- v) Format for Disclosure (Format 6.5)
- vi) Format for Technical Criteria (Format 6.6)
- vii) Format for Proposed Technology (Format 6.7)
- viii) Format for submission of Financial Bid (Format 6.8)
- ix) Format for Preliminary Estimate of Cost of grid connected Floating Solar PV Project (Format 6.9)
- x) Earnest Money Deposit (EMD) in the form of BG. (Format 6.10).
- xi) Undertaking as per Format 6.11
- xii) Format for Consortium Agreement (Format 6.12), if applicable
- xiii) Format for Power of Attorney (Format 6.13), if applicable
- xiv) Technical Requirements for Grid Connected Floating Solar PV Project (Annexure - A)
- xv) Check List for Bank Guarantee (Annexure-B)

## **Format6.1**

### **COVERING LETTER**

**(The Covering Letter should be submitted on the Letter Head of the Bidding Company)**

Ref.No. \_\_\_\_\_ Date: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidding Company)

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

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

E-mail address: \_\_\_\_\_

To

BSPGCL.....

Sub: Response to NIT No. 09/PR/BSPGCL/2025 for Proposal of Floating Solar Power Developer for Setting up of 10 MW (AC) Grid Connected Floating Solar PV Power Project.

Dear Sir/ Madam,

We, the undersigned [*insert name of the 'Bidder'*] having read, examined and understood in detail the RFP including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to SBPDCL/NBPDCL, hereby submit our response to RFP.

We confirm that in response to the aforesaid RFP, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RFP other than this response to RFP, directly or indirectly, in response to the aforesaid RFP (as mentioned in Format 6.5 under Disclosure). We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RFP for more than cumulative capacity of XX.XXMW, including this response to RFP. We are submitting RFP for the development of following Solar PV Project:

Capacity (MW)	Location of Project (Village, Tehsil, Dist., State)	Interconnection Point Details	Proposed CUF

We give our unconditional acceptance to the RFP, dated [*Insert date in dd/mm/yyyy*], standard PPA documents attached thereto, issued by BSPGCL. In token of our acceptance to the RFP, PPA documents along with the

amendments and clarifications issued by BSPGCL, the same have been signed by us and enclosed with the response to RFP. We shall ensure that the PPA is executed as per the provisions of the RFP and provisions of PPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within 12 months of the Effective Date of PPA.

Earnest Money Deposit (EMD): - *(Please read Clause No. 11, Section-II, ITB carefully before filling)* We have enclosed EMD of INR..... (Insert Amount), in the form of Bank Guarantee as and valid up to.....in terms of Clause No. 11, Section-II, ITB of this RFP. The total capacity of the Solar PV Project offered by us...is....MW [*Insert cumulative capacity proposed*].

We hereby declare that in the event our Project get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG within due time as mentioned in Clause No. 12, Section-II, ITB of this RFP on issue of LOI by BSPGCL for the selected Projects and/ or we are not able to sign PPA with Discoms (SBPDCL/NBPDCL) within the prescribed timelines for the selected Projects, BSPGCL shall have the right to encash the EMD submitted by us.

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

1. Acceptance: -

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

2. 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 RFP and execute the PPA, in the event of our Proposal as Successful Bidder.

3. In case of our Proposal 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 100% subsidiary, we shall infuse necessary equity to the requirements of RFP. Further we will submit a Board Resolution prior to signing of PPA with SBPDCL/NBPDCL, committing total equity infusion in the SPV as per the provisions of RFP.

4. We hereby undertake that in the event of our project being selected under the RFP, we shall be solely responsible for getting the connectivity prior to commissioning of the Project. In the event of delay in commissioning of the project and interconnection with the grid beyond 06 months, the provisions of the RFP/ relevant articles of PPA shall be applied on such projects. Further, the project shall not be considered as commissioned unless the connectivity with grid is established.

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



6. It is confirmed that our response to the RFP is consistent with all the requirements of submission as stated in the RFP, including all clarifications and amendments and subsequent communications from BSPGCL.
7. The information submitted in our response to the RFP 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 RFP.
8. 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 date of opening of financial bid.].
9. 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 Proposal as Successful Bidder, we agree that the same would be treated as a Seller's event of default under PPA and consequent provisions of PPA shall apply.

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

Thanking you,

We remain,

Yours faithfully,

Name,

Designation,

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

**FORMAT FOR PERFORMANCE BANK GUARANTEE**  
**(PBG)**

**(To be submitted for the 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 Floating Solar Power Developer') submitting the response to RFP inter alia for Proposal of the Project 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 NIT No. \_\_\_\_\_ issued by Bihar State Power Generation Company Limited (hereinafter referred to as BSPGCL) and BSPGCL considering such response to the RFP of [Insert name of the Bidder] (which expression shall unless repugnant to the context or meaning there of include its executers, administrators, successors and assignees) and selecting the Floating Solar Power Developer and issuing Letter of Intent No to (Insert Name of selected Solar Power Developer) as per terms of RFP and the same having been accepted by the selected FSPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s.....{a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RFP, the ..... [Insert name & address of Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to BSPGCL at [Insert Name of the Place from the address of the BSPGCL] forthwith on demand in writing from BSPGCL or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees [Total Value] only, on behalf of M/s [Insert name of the selected Floating Solar Power Developer]

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 .....BSPGCL shall be entitled to invoke this  
Guarantee till.....

The Guarantor Bank hereby agrees and acknowledges that BSPGCL 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 BSPGCL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to BSPGCL.

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Patna 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 BSPGCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Floating Solar Power Developer, to make any claim against or any demand on the selected Floating Solar Power Developer or to give any notice to the selected Floating Solar Power Developer or to enforce any security held by BSPGCL or to exercise, levy or enforce any distress, diligence or other process against the selected Floating Solar Power Developer.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to BSPGCL and may be assigned, in whole or in part, (whether absolutely or by way of security) by BSPGCL to any entity to whom BSPGCL 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 BSPGCL serves upon us a written claim or demand.

Signature:

Name:

Power of Attorney No.:

For

\_\_\_\_\_ *[Insert Name and Address of the Bank]* \_\_\_\_\_

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ Witness:

1. ....

Signature

Name and Address

2. ....

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.

2. The Performance Bank Guarantee shall be executed by any of the scheduled commercial Bank listed under RBI.

General Manager (TS)

## **FORMAT FOR BOARD RESOLUTIONS**

### **(To be Submitted for the Project)**

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 ..... RFP vide NIT No. . . for 'Proposal of 10MW(AC) GRID-connected Floating Solar Photo Voltaic Project' in Bihar, including signing and submission of all documents and providing information/ response to RFP to BSPGCL, representing us in all matters before BSPGCL, and generally dealing with BSPGCL in all matters in connection with our bid for the said Project. *(To be provided by the Bidding Company)*

**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)*

**Certified True Copy**

**(Signature, Name and Stamp of Company Secretary)**

**Notes:**

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

## **Format 6.4**

# **FORMAT FOR FINANCIAL REQUIREMENT**

**(This should be submitted on the Letter Head of the Bidding Company)**

Ref.No. \_\_\_\_\_ Date: \_\_\_\_\_

From: \_\_\_\_\_ *(Insert name and address of Bidding Company)*

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

To

**BSPGCL**

Sub: Response to NIT No. . \_\_\_\_\_ for Proposal of Floating Solar Power Developer for Setting up of 10 MW (AC) Grid Connected Floating Solar Power Projects at Durgawati Dam in Bihar(Distt-Kaimur/Rohtas)

Dear Sir/ Madam,

We certify that the Bidding Company has a Net worth of INR .....Crore ( .....in words) at **the end of last Financial Year.**

This Net Worth has been calculated in accordance with instructions provided in Clause No. C1, Section-III, Qualifying Requirements (QR) of the RFP as amended.

Financial Year	Turnover (in INR)	Net Worth(in INR)	Audited Financial Statement attached (Yes/No)
2020-21			
2021-22			
2022-23			

**(Signature & Name of the Authorized Signatory)**

**(Signature and Stamp of CA)**

**Membership No. Regn. No. of the CA's Firm:**

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 Account.

**FORMAT FOR DISCLOSURE**

**(This should be submitted on the Letter Head of the Bidding Company)**

Ref.No.

Date:

From: (Insert name and address of Bidding Company)

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

To

BSPGCL

Sub: Response to NIT No. . \_\_\_\_\_ for Proposal of Floating Solar  
Power Developer for Setting up of 10 MW (AC) Grid Connected Floating Solar Power Projects at  
Durgawati Dam in Bihar (Distt- Kaimur/Rohtas).

Dear Sir/ Madam,

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

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 RFP will be rejected and if LOI has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be encashed and recoveries will be effected for the payments done.

Dated the        day of , 20....

Thanking you,

We remain,

Yours faithfully,

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

## **FORMAT FOR TECHNICAL CRITERIA**

**(This should be submitted on the Letter Head of the Bidding Company)**

Ref .No.      Date:

From: (Insert name and address of Bidding Company)

Tel.:    Fax:    E-mailaddress:

To

**BSPGCL**

Sub: Response to NIT No. \_\_\_\_\_ for Proposal of Floating Solar Power Developer for Setting up of 10 MW (AC) Grid Connected Floating Solar Power Projects at Durgawati Dam in Bihar (Distt- Kaimur/Rohtas).

Dear Sir/ Madam,

We hereby undertake to certify in line with **Section-II, ITB** under the title “Financial Closure” that the following details shall be furnished within **06 (Six) months** of 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. Evidence of clear possession of the required water area/reservoir for the Project along with following documentary evidence: -
  - i. Certificate by the concerned and competent revenue/registration authority for the / right to use/ vesting of the water area/reservoir in the name of the Floating Solar Power Developer.
  - ii. Affidavit from the Authorized person of the FSPD listing the details of the area and certifying total area required for the Project under clear possession of the Developer.
  - iii. A certified English translation from an approved translator in case above documents are in languages other than English and Hindi.

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Bank Guarantee.

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 6.7**

**DECLARATION BY THE BIDDER FOR THE  
PROPOSED TECHNOLOGY**

**(To be Submitted for the Project)**

<b>SL No.</b>	<b>Name of Bidding Company/Lead Member of bidding consortium</b>		
<b>1</b>	<b>Name of the Project</b>		
<b>2</b>	<b>Project Location</b>	Reservoir of Durgawati Dam, Dist.: Kaimur/Rohtas	
<b>3</b>	<b>Capacity Proposed</b>	..... MW	
<b>4</b>	<b>Technology Proposed to be adopted for</b>		
<b>5</b>	<b>Estimated Annual Generation of Electrical Energy</b>		<b>kWh</b>
<b>6</b>	<b>Brief about the Proposed Technology</b>		
	<b>Poly Crystalline Silicon Solar Cells and Modules</b>		
	<b>Bi-facial PV Modules</b>		
	<b>Mono PERC</b>		
	<b>Any Other Technology</b>		

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 6.8**

**FORMAT FOR SUBMISSION OF FINANCIAL BID**

**(The Covering Letter should be submitted on the Letter Head of the Bidding Company)**

Ref.No.

Date:

From:

Tel. #:

Fax #:

E-mail address #

To

**BSPGCL**

Sub: Response to NIT No. . \_\_\_\_\_ for Proposal of Floating Solar Power Developer for Setting up of 10 MW (AC) Grid Connected Floating Solar Power Projects at Durgawati Dam in Bihar (Distt- Kaimur/Rohtas )

Dear Sir! Madam,

I/ We, \_\_\_\_\_ (*Insert Name of the Bidder*) enclose herewith the Financial

Proposal for Proposal of my / our firm for the Project for a cumulative capacity of 10 MW (AC) at Reservoir of Durgawati Dam, Dist.: Kaimur/Rohtas , Bihar as Bidder for the above project at a tariff of Rs. /kWh.

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the date of opening of the Financial bid or such further period as may be mutually agreed upon.

Dated the \_\_\_\_\_ day of....., 20....

Thanking you,  
We remain,  
Yours faithfully,

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

**Notes:**

- 1. If the bidder submits the financial bid in the Electronic Form at E-PROC portal not in line with the instructions mentioned therein, then the bid shall be considered as nonresponsive.*
- 2. Tariff requirement shall be quoted as a fixed amount in Indian Rupees (up to two decimal points) only. Conditional proposal shall be summarily rejected.*
- 3. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*

*Tariff should be in Indian Rupee up to two places of decimals only.*

**Format 6.9****PRELIMINARY ESTIMATE OF COST OF FLOATING  
SOLAR PV PROJECT****(To be submitted for the Project)**

Project Capacity ..... 10 MW

<b>Sr. No.</b>	<b>Particulars</b>	<b>Estimated Cost (in Lakh INR) (in</b>	<b>Estimated Cost (in Lakh INR) (in words)</b>
1.	PV Modules		
2.	Module Mounting Structures		
3.	Inverters		
4.	Supply, Installation and erection of all Electrical Equipment incl. Transformers, switchgear, CR Panels, Cable and termination etc.		
5.	Civil Works including control room		
6.	Boundary Fencing, Environmental Management System		
7.	Evacuation Cost up to Inter-connecting point		
8.	Financing Cost, Overheads and Pre-Op Expenses including IDC and Contingency		
9.	Others (Please specify)		
<b>10.</b>	<b>Total Project Cost</b>		

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.

\* This document is for indicative purpose only and will not be considered in Financial Evaluation.

### **Format 6.10: Format of Bank Guarantee for EMD**

*[To be on non-judicial stamp paper of Rupees One Thousand Only (INR 1000/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]*

Reference No. .... Bank Guarantee No. .... Dated: .....

#### **EMD BANK GUARANTEE FORMAT FOR NIT No. \_\_\_\_\_**

(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.1000)

WHEREAS M/s. \_\_\_\_\_

(Name and Address of the Firm) having their registered Office at \_\_\_\_\_ (Address of the Firm's registered Office) (hereinafter called the Bidder) wish to participate in the NIT No. \_\_\_\_\_ for \_\_\_\_\_ (Details of Work) issued by BIHAR STATE POWER GENERATION COMPANY LIMITED and WHEREAS a Bank Guarantee for (hereinafter called the "Beneficiary") Rs. \_\_\_\_\_ (Amount of EMD) valid till \_\_\_\_\_ (mention here date of validity of this Guarantee) which is required to be submitted by the Bidder along with the Tender.

We, \_\_\_\_\_

(Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered Office at \_\_\_\_\_ (Address of Bank's registered Office) hereby gives this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the BIHAR STATE POWER GENERATION COMPANY LIMITED or any Officer authorized by it in this behalf any amount not exceeding Rs. \_\_\_\_\_ (amount of EMD) (Rupees \_\_\_\_\_) (in words) to the said BIHAR STATE POWER GENERATION COMPANY LIMITED on behalf of the Bidder.

We, \_\_\_\_\_ (Name of the Bank) also agree that withdrawal of the Tender or part thereof by the Bidder within its validity would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and

encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Bidder and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of \_\_\_\_\_(mention here the date of validity of Bank Guarantee) and shall not be terminated by notice or by Guarantor change in the constitution of the Bank or the Firm of Bidder or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded with or without our knowledge or consent by or between the Bidder and the BIHAR STATE POWER GENERATION COMPANY LIMITED.

“Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. BSPGCL). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.”

NOT WITHSTANDING anything contained hereinbefore our liability under this Guarantee is restricted to Rs. \_\_\_\_\_(amount of EMD) (Rupees \_\_\_\_\_(in words). Our Guarantee shall remain in force till \_\_\_\_\_(date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_(date should be 1 month after the above validity period of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Place:

Date:

(Please mention here complete Postal Address of Bank with Branch Code, Signature of the Bank's authorized Signatory Telephone and Fax Nos) with official seal.

---

#### **INSTRUCTIONS FOR FURNISHING BANK GUARANTEE**

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place where the Tender has emanated. The non-judicial stamp paper should be in name of the issuing bank.
2. The Bidder shall furnish the Bank Guarantee from any of the Scheduled Commercial Banks as listed by Reserve Bank of India (RBI) and amended as on 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 same bank or State Bank of India.
3. This bank guarantee/ all further communication relating to the bank guarantee should be forwarded to the office of Chief Engineer (GENERATION), BIHAR STATE POWER GENERATION COMPANY LIMITED, 5<sup>th</sup> Floor, Vidyut Bhawan, Bailey Road, Patna – 800021, Bihar only.
4. The full address along with the Name of the Bank, IFSC Code, Telex/ Fax No. and email address of the issuing bank to be mentioned.

**Format No. 6.11**

**UNDERTAKING**

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to Bihar State Power Generation Company Limited, in respect to our response to RFP vide NIT No.\_\_\_\_\_, that as on\_\_\_\_\_(Insert bid submission deadline), M/s\_\_\_\_\_(insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender. We further undertake that as on\_\_\_\_\_(insert bid submission deadline), M/s\_\_\_\_\_(insert name of the Bidder) & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors have not been barred or included in the blacklist by any government agency or authority in India.

(Name and Signature of the Authorized Signatory)



## **Format 6.12**

### **FORMAT FOR CONSORTIUM AGREEMENT**

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

THIS Consortium Agreement (“Agreement”) executed on this \_\_\_\_ Day of \_\_\_\_\_ Two Thousand \_\_\_\_ between M/s \_\_\_\_\_ [Insert name of Lead Member] a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “Member-1”, which expression shall include its successors, executors and permitted assigns) and M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “Member-2”, which expression shall include its successors, executors and permitted assigns), M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “Member-n”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RFP and execution of Power Purchase Agreement (in case of award), against NIT No. \_\_\_\_\_ issued by Bihar State Power Generation Company Limited (BSPGCL).

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 BSPGCL desires to purchase Power under RFP for \_\_\_\_\_ (insert title of the RFP);

WHEREAS, BSPGCL had invited response to RFP vide its NIT No. \_\_\_\_\_

WHEREAS the RFP stipulates that in case response to RFP 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 BSPGCL wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER: In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

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

<b>Name</b>	<b>Percentage</b>
Member 1	---
Member 2	---
Member n	---
Total	100

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

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure and commencement of power supply in terms of the PPA.

7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of BSPGCL in terms of the RFP.

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 BSPGCL.

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 RFP.

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 BSPGCL.

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 BSPGCL.

16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RFP and PPA.

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

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

-----  
(Signature, Name & Designation of the person authorized vide Board Resolution Dated\_\_\_\_\_)

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address

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

-----  
(Signature, Name & Designation of the person authorized vide Board Resolution Dated\_\_\_\_\_)

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address

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

-----  
(Signature, Name & Designation of the person authorized vide Board Resolution Dated\_\_\_\_\_)

Witnesses:

1) Signature-----

Name:

Address:

2) Signature -----

Name:

Address

---

Signature and stamp of Notary of the place of execution

## **Format 6.13**

### **FORMAT FOR POWER OF ATTORNEY**

(Applicable Only in case of Consortium)

(To be provided by each of the other members of the Consortium in favor of the Lead Member)

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

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

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

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

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

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

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

For and on behalf of Consortium Member

M/s.....

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

(Name

Designation

Place:

Date:)

Accepted

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

Attested

-----  
(Signature of the executant)

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

Place: .....

Date: .....

**SECTION - VI**

**DEFINITIONS OF**

**TERMS**

1. **'ACT' or 'ELECTRICITY ACT, 2003'** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
2. **"APPROPRIATE COMMISSION"** shall mean BERC/CERC;
3. **"BIDDER"** shall mean Bidding Company (including a foreign company) submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns 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;
4. **"BSPGCL"** shall mean Bihar State Power Generation Company Limited.
5. **"CAPACITY UTILIZATION FACTOR (CUF)"** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time;
6. **"CHARTERED ACCOUNTANT"** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.  

For Bidders incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country;
7. **"COMPANY"** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;
8. **"COMMERCIAL OPERATION DATE (COD)"** shall mean the date as defined in Clause no. 16, Section-II, Instructions to Bidders (ITB) of RFP;
9. **"CONTRACTED CAPACITY"** shall mean the AC capacity in MW contracted with BIHAR DISCOMs for supply by the FSPD to DISCOM at the Delivery Point from the Solar Power Project;
10. **"CONTRACT YEAR"** shall mean the period beginning from the Effective Date 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 Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 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;
11. **"CONTROL"** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors;

12. **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid up share capital in the Company;
13. **“CENTRAL TRANSMISSION UTILITY (CTU)”** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003;
14. **“DISCOMs”** shall mean state distribution companies of Bihar i.e. NBPDC/ SBPDC.
15. **“DAY”** shall mean calendar day;
16. **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013;  
Notwithstanding anything mentioned in the RFP, the Paid-up Share Capital will include:
- Paid-up equity share capital
  - Fully, compulsorily and mandatorily convertible Preference shares and
  - Fully, compulsorily and mandatorily convertible Debentures
17. **“FINANCIAL CLOSURE” or “PROJECT FINANCING ARRANGEMENTS”** means arrangement of necessary funds by the Solar Power Developer 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;
18. **“FSPD”** means Floating Solar Power Developer;
19. **“FLOATING SOLAR PV PROJECT”** shall mean a Project Solar Photo Voltaic Module mounted with the help of floating structure on water body that uses sunlight for direct conversion into electricity through Photo Voltaic Technology for generation of Electric Power;
20. **“GUIDELINES”** shall mean the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects issued by the Ministry of Power and MNRE time to time.
21. **“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall mean the point at 33 kV or above, where the power from the Solar Power Projects is injected into the identified STU Substation/DISCOM PSS (including the dedicated transmission line connecting the solar power Projects with the substation system) as specified in the RFP document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the FSPD shall abide by the relevant CERC/ BERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.
22. **“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);
23. **“LETTER OF INTENT” or “LOI”** shall mean the letter issued by BSPGCL to the selected Bidder for award of the Project;



24. **“LIMITED LIABILITY PARTNERSHIP” or “LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;
25. **“LLC”** shall mean Limited Liability Company;
26. **“MONTH”** shall mean calendar month;
27. **“NET-WORTH”** means the Net-Worth as defined section 2 of the company Act, 2013;
28. **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Company Act, 2013;
29. **“PARENT”** shall mean a Company, which holds not more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company;
30. **"Payment on Order Instrument (POI)"** means Letter of Undertaking from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC) [the three non-banking financial institutions under Ministry of New & Renewable Energy (MNRE)/ Ministry of Power (MoP)], to pay in case situation of default of generator in terms of tender conditions/Power Purchase Agreement (PPA) arises. Such Letter(s) will have same effect as that of a Bank Guarantee issued by any public sector bank. Such "Payment on Order instrument" would have terms and conditions similar to that of any Bank Guarantee given by any public sector bank and would promise to pay the Procurer on demand within stipulated time. Generators can seek such Letters(s) by offering due security to the above mentioned three non-banking financial institutions mentioned above (IREDA, PFC & REC). Procurer(s)/BSPGCL shall not accept the instrument of 'Letter of Undertaking' as described above or in any other form, from any other non-banking financial institutions or bank, except IREDA, PFC & REC.
31. **“PPA”** shall mean the Power Purchase Agreement signed between the Successful FSPD and NBPDC/ SBPDCL according to the terms and conditions of the standard PPA enclosed with this RFP;
32. **“POWER PROJECT” or “FLOATING SOLAR POWER PROJECT” or “PROJECT”** shall mean the floating solar power generation facility of 10 MW (AC) capacity at Reservoir of Durgawati Dam, Dist.: Kaimur/Rohtas .
33. **“PROJECT CAPACITY”** shall mean the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed;
34. **“PROJECT COMMISSIONING”**: The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RFP/ PPA;
35. **“PROJECT DEVELOPER” or “DEVELOPER” or “FLOATING SOLAR POWER DEVELOPER (FSPD)”** shall mean the Bidding Company participating in the bid and having been selected and allocated the project by BSPGCL (through a competitive bidding process), including the SPV formed by the selected bidder for the purpose of setting up of project and signing of PPA with SBPDCL/NBPDC/;
36. **“RFP DOCUMENT”** shall mean the bidding document issued by BSPGCL including all attachments, clarifications and amendments there of vide this **RFP**.

37. **“SELECTED BIDDER” or “SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RFP to set up the Project and supply electrical output as per the terms of PPA;
38. **“TOE”** shall mean Tender Opening Event.
39. **“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;
40. **“WEEK”** shall mean calendar week;

## **Annexure - A**

# **TECHNICAL PARAMETER OF PV MODULE AND VARIOUS OTHER COMPONENTS FOR USE IN GRID CONNECTED FLOATING SOLAR POWER PLANT**

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

## **1. Site Details and Site Assessment**

- a. 10 MW (AC) Floating Solar Power Plant shall be installed at Reservoir of Durgawati Damsituated at Dist.: Kaimur/Rohtas, Bihar.
- b. FSPD shall conduct the study regarding Soil testing, Topography and Hydrology so that he has fair understanding of required structural system and associated cost. Bidder shall carry out the detailed site survey, study hydrology shall apprise himself regarding information such water properties, climatic conditions, requirement statutory approvals etc., before submitting the bid. Claims and objections due to ignorance of site condition will not be considered after submission of the bid.
- c. Bidder shall fully acquaint himself as to all conditions and matters, which may in any way affect the work or the cost thereof. The bidder shall be deemed to have independently obtained all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken in to account all contingencies as may arise due to such information or lack of the same.
- d. Bidder shall be deemed to have visited and carefully examine the site and surroundings to have satisfied himself about the nature of all existing facilities, infrastructure available for transport and communications and the access to the site for developing Floating Solar PV project.
- e. Bidder is deemed to have acquainted himself of government taxes, laws structure, regulations, levies and other charges relating to the tendered work at site.

## **2. Floating Solar System**

- a. A Grid Connected Floating Solar Photovoltaic System shall consist of mainly the following components but not limited to any other components and accessories.
  - i. Solar panels

- II. Module mounting structure/Floating Structures
  - III. Junction boxes
  - IV. Power conditioning unit (PCU)
  - V. Metering system
  - VI. Earthing system
  - VII. Inverter Transformer
  - VIII. Lightning arrestor
  - IX. LV Cable and accessories
- 
- b. Technical standards for photovoltaic modules, Power Conditioners, inverters, inverter transformer, LV cable, LV cable connectors, Earthing Systems are available for floating Solar PV Power plants which are useful for the floating solar project also, however the material shall be of marine grading.
  - c. The design of floating system shall be certified by Third Party agency for safety and strength of the system.
  - d. The floating system shall be designed in such a way that it shall appropriately incorporate sizing of walking platforms for regular maintenance and inspection.
  - e. In regard to the floating structure, FSPD in absence of specific standards and specifications shall discover standards and specification and shall comply with them so that it withstands maximum wind speed, the nature forces such as wind/ rain, the extreme weather conditions such as cyclones, hailstorm etc.
  - f. Developer will arrange data of last 5 years regarding maximum rain, wind speed, Maximum solar radiations, wind direction, pressure, temperature, humidity, etc. However, it is recommended that developer should carry out a study at his own before bidding for the project.
  - g. Structure shall be treated with UV stabilizer, chemically resistant to water, acid, lye, petrol and mineral oil and also partially resistant to benzene. Floating structure shall not contaminate the water and soil.
  - h. Module mounting Structure/Floating Structure shall have minimum strength at ambient temperature of the site location or minimum range of (+) 55 to (-) 10 deg Celsius, while it shall be designed to have safety factor of minimum 1.5 on extreme conditions and shall be able to withstand the maximum wind speed of the location and the weight of O&M Personal, carrying Tools, the forces of nature such as wind/water flow etc.
  - i. Standards not limited to any other standard applied from time to time shall be followed for floating Structures, i.e. ASTM D1693, ISO16770, IS 15410:2003, RoHS directive 2002/ 95/EC, ASTM D790, ISO 178, ASTM D638, ISO 527, ASTM D695, ISO 604, SO16770, ASTM D2565, ASTM D4329, IS 15410:2003,etc.
  - j. All fasteners shall be of Stainless steel - SS 304 OR SS 316 OR High Strength Fasteners

having equivalent or higher tensile strength than SS 304 fasteners and shall have acid resistance properties. Nut & bolts, supporting structures including the entire MMS (module mounting structure) shall have to be adequately protected against all climatic condition. The material of construction, structural design and workmanship shall be appropriate with a factor of safety of not less than 1.5

- k. Photovoltaic Modules shall comply with the specified latest edition of IEC/ equivalent BEC standards such as IEC 61215-1, IEC 61730-1, IEC 61701, IEC 62716, IEC TS 62804-1, etc.
- l. For Power conditioner and invertors, relevant standards such as IEC 61683, IEC 60068-2/ IEC 62093, IEC 6500-6-2, IEC 6500-6-4 & other relevant parts of IEC 6500, IEC 62103/ 62109-1&2, IEEE1547/IEC 62116/ UL1741 or equivalent BIS Standards, etc. shall be applicable.
- m. In respect to the cable and connectors, it is recommended that the Cables of 600- 1800 Volts DC for outdoor installations shall be used and should comply with the BS/ EN EN50618/ TUV 2 pfg 1169/08/07 for service life expectancy of 25 years. The Cables which passes through water shall be the marine grade cables. Cables should have adequate protection system to withstand the adverse environmental condition of the site.
- n. Earthing system shall comply with latest revisions and amendments of the relevant IEC standards and IS codes particularly IS 3043, IEEE 80, IEEE 142 and Indian Electricity Rules.

### 3. PV Module Qualification

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

Standard	Description
IEC 61215-1 Ed.1.0	Terrestrial photovoltaic (PV) modules – Design qualification and type approval - Part 1: Test requirements
IEC 61215-1-1 Ed. 1.0	Terrestrial photovoltaic (PV) modules – Design qualification and type approval - Part 1-1: Special requirements for testing of crystalline silicon photovoltaic (PV)modules
IEC 61730-1Ed. 2.0	Photovoltaic (PV) module safety qualification-Part 1: Requirements for construction
IEC 61730-2Ed.2	Photovoltaic (PV) module safety qualification - Part 2: Requirements for testing
IEC 62716Ed.1	Photovoltaic (PV) modules - Ammonia corrosion testing
IEC TS 62804-1Ed.1	Photovoltaic(PV)modules-Test methods for the detection of potential-induced degradation - Part 1: Crystalline silicon

### 4. Power Conditioners/Inverters

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 6500-6-2, IEC 6500-6-4
Electrical Safety	IEC 62103/ 62109-1&2
Protection against Interconnection of Grid	IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards
LVRT Compliance	As per the latest BERC/ CERC Guidelines/ Order/ Regulations
Grid Connectivity	Relevant BERC/ CERC Regulations (including LVRT compliance) and Grid Code as amended and revised from time to time.
Rated capacity	Nominal/ Rated output power of the inverter (if different power ratings are mentioned at different temperatures, then power rating at 55°C shall be considered) in kW will be considered as inverter rated capacity.

## 5. Cables and connectors:

All cables and connectors for used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years from the SCOD of the project and voltages as per latest IEC standards. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the EN50618/ TUV 2pfg 1169/08/07 or equivalent IS for service life expectancy of 25 years.

*Wherever the cables pass through water, the marine grade cables shall be used.* Cables should have adequate protection system to withstand the adverse environmental condition of the site.

## 6. Earthing

Earthing system shall comply with latest revisions and amendments of the relevant IEC standards and IS codes. In particular, Earthing system shall comply with the following standards and codes.

Standard/Code	Description
IS 3043	Code of Practice for Earthing

IEEE 80	IEEE Guide for Safety in AC Substation Grounding
IEEE 142	IEEE Recommended Practice for Grounding of Industrial and Commercial Power Systems
Indian Electricity Rules	

## 7. Other Sub-systems/Components

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance.

## 8. Authorized Test Centres

The PV modules / Power Conditioners deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types/ 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 or equivalent test certificates from NABL accredited test centres in India will be acceptable.

## 9. 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 from the COD of the project.
- 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.

## 10. 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):

- Name of the manufacturer of PV Module
- Name of the Manufacturer of Solar cells
- Month and year of the manufacture (separately for solar cells and module)
- Country of origin (separately for solar cells and module)
- I-V curve for the module at Stand Test Condition (1000 W/m<sup>2</sup>, AM 1.5, 25°C)
- 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 ISO9000

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

#### **11. Performance Monitoring:**

All grid solar PV power project 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 BSPGCL/DISCOMs and MNRE online 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 BSPGCL/DISCOMs and MNRE to the remote monitoring portal of the power plants on a 24x7 basis.

#### **12. Safe Disposal of Solar PV Modules:**

The Bidder will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2011" and "**e-waste Management Rules, 2016**" or as amended from time to time and as notified by the Government and as revised and amended from time to time.

#### **13. Safety and Risk Management:**

It will be the prime responsibility of the FSPD to take all safety precautions related to Floating solar project / plant during the construction as well as operation and maintenance period in view of the possibility of eventuality of the natural calamities, disasters, etc. It shall develop the risk management system which will take care of the project in such incidences and shall make available the appropriate plan for the same.

#### **14. PERFORMANCE MONITORING:**

As part of the performance monitoring, the following shall be carried out:

- a. The FSPD shall maintain the list of Module IDs along with performance characteristic data for each module. This data shall be submitted to BSPGCL/ MNRE.
- b. The FSPD must install necessary equipment to continuously measure solar radiation on module plane, 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 BSPGCL and MNRE on line and/ or through a report on regular basis every month for the entire duration of PPA.

- c. The FSPD shall provide access to BSPGCL/ MNRE or their authorized representatives for installing any additional monitoring equipment to facilitate online transfer of data.
- d. All data shall be made available as mentioned above for the entire duration of the PPA.
- e. The plant SCADA should be Open Platform Communications (OPC) compliant with standard DNP3 and modbus control interfaces over TCP/ IP having the provision to add protocol converters to implement custom and secure communications protocol standard for providing real time online data (including but not limited to irradiance, plant generation (instantaneous/ daily/ monthly/ yearly), Daily Peak Generation, temperature, wind speed etc.) to BSPGCL/ SLDC / DISCOMs
- f. Fibre Optic Ethernet Ring network (Managed type Ethernet switches in each Control Room) should be provided between MCR & Inverter Control Rooms.
- g. Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format.
- h. Standard Operating Procedure of SLDC for integration to SCADA system shall be followed.

**15.** BSPGCL reserves its right to relax the requirement of any tests specified in this RFP.

## **COMMISSIONING PROCEDURE**

*(This is for Reference only; The Commissioning Procedure will be guided by as per PPA)*

- i) At the time of commissioning, the Commissioning Committee shall verify compliance of technical parameter of the Project as per Annexure A of the RFP document.
- ii) FSPD shall give to the concerned RLDC/ SLDC, BSPGCL, State Nodal Agency (SNA) at least 60 (Sixty) Days advance preliminary written notice and at least 30 (Thirty) Days advance final written notice, of the date on which it intends to synchronize the Power Project to the PSS/Grid. The FSPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project.
- iii) A Floating Solar PV Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into the PSS/ Grid.
- iv) FSPD shall ensure that the equipment up to the rated Capacity has been installed and completed in all respects before the Schedule Commissioning Date. The same shall be verified by the Committee during their visit to the Project and documented as per prescribed format.

### **Documents to be submitted to BSPGCL:**

The FSPD will have to submit the following documents (duly signed and stamped by authorized signatory) well in advance prior to the scheduled commissioning date. The FSPD shall also have to submit the hardcopies to BSPGCL if asked by BSPGCL for verification / cross check.

- 1. Covering Letter
- 2. Board Resolution for Authorized Signatory.
- 3. Invoice(s) of the Major Equipment(s) (including but not limited to modules, Inverters/ PCUs, Weather Monitoring Stations/ DC Cables and for all the equipment)
- 4. All supporting documents towards meeting the technical compliance along with datasheet/ warranty certificates/ contract agreement etc. as mentioned in Annexure A.
- 5. Installation report duly signed by the authorized signatory as per Appendix - A2.
- 6. Plant Layout clearly mentioning the details of rows and number of modules in each row.
- 7. Electrical Inspector report along with all annexure/ attachments. It would be the responsibility of the FSPD to collect the certificate.

8. FSPD shall ensure Connectivity to the Grid/PSS from concerned Utility/ DISCOM. Connectivity report as per the Appendix - A3.
9. Synchronization Certificate as per prescribed format issued by respective Utility/ DISCOM for ascertaining injection of power into Grid/PSS as per Appendix - A4.
10. Supporting document for “Consent to Operate”
11. Snap Shots of the Plant from various angles shall be taken for covering installation of important components of the floating solar power plant and made part of Installation Report.
12. Reading of all the inverters (instantaneous and total generation) along with its serial number of a particular date.
13. Relevant document from SLDC/ RLDC acknowledging successful data communication between plant end and SLDC/ RLDC.
14. After the submission of the documents by FSPD, BSPGCL shall verify the documents and intimate/ reply with remarks. In case any additional supporting/ revised documents are asked by BSPGCL, the same have to be submitted/ uploaded by the FSPD.
15. Only after all the required documents are verified by BSPGCL, the FSPD shall have to submit the proposed commissioning date along with commissioning order issued by BSPGCL.
16. After the proposed commissioning date along with commissioning order is submitted the commissioning committee formed as per MNRE guidelines shall visit the site within 07 working days to verify the technical compliance on site as per the information submitted by the FSPD. In case the committee finds discrepancy/ deviation from the information submitted by the FSPD during on site verification, after intimation of rectification of the reported discrepancy/ deviation from the FSPD to BSPGCL, the committee shall schedule its next visit only on the next available date as per the availability of all the committee members.
17. FSPD shall have to submit the as-built drawing after the commissioning prior to the COD.
18. FSPD shall have to submit the required plant related data to BSPGCL/ SLDC/ State DISCOMs. Additionally, FSPD shall also provide the login details/ SCADA login to BSPGCL/ SLDC/ DISCOM for online real time data monitoring prior to COD.
19. Early Commissioning of a Solar Project prior to the scheduled commissioning date is permitted on acceptance of power by BSPGCL/DISCOMs. In order to facilitate this, FSPD shall inform the concerned RLDC/ SLDC and BSPGCL well in advance the date on which it intends to synchronize the Power Project to the Grid/PSS System. The FSPD shall be required to give an advance notice of at least 90 days prior to the proposed commissioning date.
20. Joint Meter Reading (JMR) shall be taken at Delivery Point and Pooling Substation (if applicable)/

plant premise at the time of connectivity of the Project with Grid. This shall include information of respective meters installed at delivery/ interconnection point and pooling substation/plant premises.

21. FSPD is permitted to schedule the Commissioning of the Project in full as per the commissioning procedure elaborated in Section-II, ITB of RFP Documents.

Floating Solar Power Developer would be required to plan commissioning/ synchronization with grid at least 10 (Ten) Days ahead of the last permissible date for commissioning in accordance with MNRE/ SLDC guidelines. If not done so, whole responsibility for not meeting the deadline for commissioning on account of inability of the Committee to visit the project site for commissioning rests solely on the developer.

**Note:** The commissioning procedure may change subject to any guidelines from MNRE.

**Appendix-A2****INSTALLATION REPORT**

*(To be provided by FSPD and to be submitted at least 10 days prior to Commissioning Date which shall be verified by Commissioning Committee)*

Sr. No.	Capacity of the Project (MW)	
	Capacity proposed to be commissioned (MW)	
I.	Technology used (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type)	
II.	Type of Tilt	
III.	Rating of PV modules (Wp)	
IV.	Number of modules installed of each type (along with Serial Nos. of all the modules installed)	
V.	Make of Module(s) installed of each type (including name of the Supplier and country of origin)	
VI.	Number of PCUs / Inverters installed (along with Serial Nos. of all the PCUs/Inverters installed)	
VII.	Make of the PCUs / Inverters (including name of supplier and country of origin)	
VIII	Rating of PCUs / Inverters	
IX.	Date of installation of full capacity (as per capacity proposed to be commissioned)	
	PV arrays	
	PCUs / Inverters	
	Transformers	

## **SAMPLE CONNECTIVITY REPORT**

*(To be provided by concerned Utility/ DISCOM/ SPIA)*

This is in compliance to the office order of the DISCOM, <Place> issued vide office

order <No.><dated>, the committee constituted vide said order has completed the work for commissioning of <kV> Bay & Metering Equipment to interconnect the <MW> Solar Power Generation Plant (having <technology>) with Grid installed at <Village>, <Tehsil>, <District> in the <State> on <date>, under NIT No XX/PR/BSPGCL/2025.

The details of Solar Power Plant are as under

Sl. No	Name of FSPD & Location	Capacity mentioned in PPA	Connectivity	Details of Floating Solar Power Plant(Transformer, Inverter, Modules, Switchgear)
1.	<M/s><Village><Tehsil><District>	<> MW	Metering Detail at Delivery Point (<Village>) S.No. of <kV> CT i) <R- Phase> ii) <Y-Phase> iii) <B-Phase> S.No. of < kV> PT i)<R- Phase>ii)<Y-Phase>iii) <B Phase> S.No. of Main<ABT> Meter> S.No. of Check <ABT Meter> S.No. of Standby <ABT Meter> Metering Equipment installed at Receiving end on dated: <>132 kV GSS/33kV PSS, <>, <>, (<Distt.>)	A. Transformer<Make/Type>:<><Sr. No.> B. Inverters<Make/Type:><Sr. No.> C. Modules <Make: ><W>, < W ><Total: Nos.> D. Switchgear Panels <Make/Type:><Sr. No.>Protection Provided: Under/Over voltage, Over current & Earth fault.

The Commissioning date of various equipment is as under:

<kV> line from --- to , completed on date..... Line Bay at <kV >GSS, charged for ---- on..... <kV> line charged from to .....on date...Main & check metering commissioned on..... (Initial record of Main/Check meters at the time of Commissioning is to be taken and enclosed)

Complete system commissioned on date.....

The Joint Inspection Report of metering arrangement & copy of permission of Electrical Inspector is enclosed herewith.

**Appendix-A4**

**SAMPLE SYNCHRONIZATION CERTIFICATE**

It is certified that---- MW (Capacity) Floating Solar Photovoltaic Power Project of M/s. , Village --  
Tehsil/ Taluka\_\_\_\_, District.....was        Grid  
connected on\_\_\_\_(Date) at\_\_\_\_\_Hrs.

It is further certified that the Project was synchronized and supply of power into the grid from the  
Project connected on ..... (Date) at ----- Hrs.

The above certificate is issued on the basis of MRI record.

NB:

1. The above certificate shall be issued by concerned CTU/ STU/ Transmission Utility/ DISCOMs
2. Copy of duly signed MRI is to be enclosed.

**Annexure - B****CHECK LIST FOR BANK GUARANTEE**

<b>Sl. no.</b>	<b>Details of Checks</b>	<b>Yes/ No</b>
<b>1.</b>	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
<b>2.</b>	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.	
<b>3.</b>	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?	
<b>4.</b>	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
<b>5.</b>	Is each page of BG duly signed 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?	
<b>6.</b>	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
<b>7.</b>	Are the factual details such as Bid Document No./ Specification No./ LOI No. (if applicable)/ Amount of BG and Validity of BG correctly mentioned in the BG	
<b>8.</b>	Whether overwriting/cutting, if any, on the BG have been properly authenticated under signature & seal of executants?	
<b>9.</b>	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
<b>10.</b>	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?	