Request for Selection (RfS)
For
Selection of Solar Power Developers for Setting up of 150 MW Solar PV Power Projects with 75 MW/300 MWh Energy Storage Systems (ESS) in the state of Bihar under Tariff-Based Competitive Bidding

NIT No. 05 /PR/BSPGCL/2026

Issued By:

BIHAR STATE POWER GENERATION COMPANY LIMITED (BSPGCL)
(A Govt. of Bihar Undertaking)
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DISCLAIMER

1. This Request for Selection (RFS) document is not an agreement or offer by the BSPGCL to the prospective Bidders or any other party. The purpose of this RFS is to provide interested parties with information to assist the formulation of their Bid. This RFS is based on material and information available in public domain.

2. This RFS, along with its Formats, is not transferable.

3. While this RFS has been prepared in good faith, neither BSPGCL nor its employees make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this RFS. If no intimation is received from any bidder within 15 (Fifteen) days from the date of issuance of RfS documents, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).

4. Neither BSPGCL Representative, nor its employees will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFS, any matter deemed to form part of this RFS, the award for supply of power, the information supplied by or on behalf of BSPGCL or its employees, any consultants or otherwise arising in any way from the selection process for the said supply of power

5 This RFS is not an agreement and is neither an offer nor invitation by BSPGCL to the prospective Bidders or any other person. The purpose of this RFS is to provide interested parties with information that may be useful to them in the formulation of their Offers pursuant to this RFS. This RFS may not be appropriate for all persons, and it is not possible for BSPGCL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFS. The assumptions, assessments, Statements and information contained in this RFS, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFS and obtain independent advice from appropriate sources.

6 BSPGCL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the Statements contained in this RFS. BSPGCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFS.

7 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Offer including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations which may be required by BSPGCL or any other costs incurred in connection with or relating to its Offer. All such costs and expenses will remain with the Bidder and BSPGCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by any Bidder in preparation for submission of the Offer, regardless of the conduct or outcome of the Selection Process.

BID INFORMATION SHEET

BSPGCL in the capacity of "Authorized Representative" of the Procurer /DISCOMs/ (BSPHCL), invites Online Bids (e-tender) from interested Bidders for "Setting up of 150 MW Solar PV Power Projects with 75 MW/300 MWh Energy Storage Systems (ESS) in the state of Bihar under Tariff-Based Competitive Bidding" in accordance with "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems" issued by Ministry of Power, Government of India.

The brief details of the RfS are as under:

Description of work	EMD	Tender Document Cost	E-tender Processing Fee
Selection of Solar Power Developers for Setting up of 150 MW Solar PV Power Projects with 75 MW/300 MWh Energy Storage Systems (ESS) in the state of Bihar under Tariff-Based Competitive Bidding	Rs. 14,24,000/MW as per the capacity to be quoted by the bidder. ***In form of a Bank Guarantee (BG) from any Nationalized/ Scheduled Commercial Bank shall be accepted.***	Rs. 29,500/- inclusive of GST @ 18% (Non-Refundable) ***To be paid through online modes i.e. Internet Payment Gateway (Credit/Debit Card), Net Banking, etc.***	As per E-Proc2

The Timeline for the above Tender is as follows:	
Start Date of Online Sale of Tender Document	30.07.2026 15:00 Hrs. onwards
Pre-Bid Meeting Date (Physical & Online)	At 11.00 Hrs on 06.08.2026, Venue: Conference Hall, 5th Floor, Vidyut Bhawan-I, Bailey Road, Patna – 800021, Bihar.
Last Date of Online Submission of Tender	Upto 16:00 Hrs. of 21.08.2026
Physical Submission of proof of Tender document fee, Bid Processing Fee and EMD.	Upto 16:00 Hrs. of 21.08.2026
Date of Opening of Techno-Commercial Part (Part-I)	17:00 Hrs. onwards on 21.08.2026
Date of Opening of Financial Part (Part-II)	To be intimated to the eligible Bidders through e-mail.
Online Reverse Auction Request Closing Date & Time	E-Reverse Auction schedule will be communicated after completion of evaluation of Financial Bid (Bid- Part-II). The qualified bidders will be informed accordingly.

Minimum Eligibility Criteria are as follows:

1. The Bidder should be a Company or a Consortium of Companies with one of the Company acting as the Lead Member of the Bidding Consortium. Short listing will be based on meeting the below requirements: -
   - A company as defined in the Electricity Act (EA), 2003 and incorporated under the Companies Act (CA), 1956 or 2013 & are eligible on standalone basis or as a part of the bidding consortium.
   - Selected Companies may execute the project through a Special Purpose Vehicle (SPV).
   - Limited Liability Partnerships (LLPs)/ Registered Partnership/ Proprietor Firms are NOT eligible for participation.

2. The Minimum Capacity to be quoted by the bidder must be at least **20MW** and multiples of ***5 MW thereafter upto maximum 75 MW***. If the quoted capacity by the bidder is less than 20MW, the bid will not be considered, and it will not be further evaluated. *(The minimum capacity quoted by the bidder shall be submitted along with technical bid as per the prescribed formats).*

3. The bidder/ lead bidder of Consortium should have Minimum Average Annual Turnover (MAAT) of **Rs. 80,47,000/ MW** during last 3 financial years (i.e., 2022-23, 2023-24, 2024-25). *(Bidder/ Lead bidder of Consortium should submit Audited Financial Statement for last 3 years* i.e., 2022-23,2023-24,2024-25*)*.

4. The bidder(s)/ lead bidder of Consortium should have Net-worth equivalent to **Rs. 1,42,40,000/MW** at the close of the preceding financial year (i.e., 2024-25).

5. Bidders should have a valid GST registration certificate.

6. Bidder(s)/ Consortium (In case of Consortium both bidder/ Member) should not have been blacklisted / Debarred 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. **Undertaking to this effect on Rs. 100/- Non- Judicial Stamp paper duly notarized shall be submitted by the bidder (In case of Consortium both bidder/ Member) at the time of bid submission**.

Bid Information

1. Bidders are requested to register themselves for Online Pre-bid conference on or before 05.08.2026 (till 04:00 PM). Please submit following details for registration:
   Contact Person, Mob No, Company name, Email ID:
   Above details to be submitted on email Id 'chiefengineerbspgcl@gmail.com'. The link for online meeting will be shared via email to the registered bidders for Online Pre-Bid conference.
2. Bids against this tender are being invited through e-Tendering mode only. Tender document is available in downloadable format at **https://eproc2.bihar.gov.in** after paying tender document fee which is mandatory to be paid through online modes i.e. Internet Payment Gateway (Credit/Debit Card), Net Banking, etc.
3. Bid along with necessary online payments must be submitted through e-procurement portal **https:// eproc2.bihar.gov.in** before the date & time specified in the NIT. The department doesn't take responsibility for the delay/ non-submission of Tender/ Non- payment caused due to non-availability of internet connection, network traffic, holidays, or any other reasons.
4. Bid must be accompanied with scan copy of Bank Guarantee towards Bid Security (EMD) in favour of "Bihar State Power Generation Company Limited" payable at Patna. Acknowledgement of online payment of Tender Document Cost & Bid Processing Fee and Original Bank Guarantee towards Bid Security (EMD) must be submitted to Chief Engineer, BSPGCL Vidyut Bhawan-I Patna Upto 16:00 Hrs. of **21.08.2026** failing which the bidder will not be eligible.
5. Envelopes should be duly sealed, stamped and marked with RFS Number and should be superscribed on the envelope **"Setting up of 150 MW Solar PV Power Projects with 75 MW/300 MWh Energy Storage Systems (ESS) in the state of Bihar under Tariff-Based Competitive Bidding"**.
6. Notwithstanding anything stated above, BSPGCL reserves the right to assess the capabilities and capacity of the Bidder to perform the Contract, the circumstances warrant such assessment in the overall interest of BSPGCL.
7. Detailed NIT/RfS can be seen at website- www.eproc2.bihar.gov.in or www.bspgcl.co.in
8. BSPGCL reserves the right to reject any or all Bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case, no Bidder/ intending Bidder shall have any claim arising out of such action.
9. BSPGCL intends to undertake a competitive bidding process to shortlist and qualify a suitable Bidder, who shall be eligible for evaluation of their price bids towards selection of the successful bidder in terms of the RFS for award of the project.
10. The details of the bidding process and summary of the scope of works for the project is included in RFS document.
11. Any other information including corrigendum/addendum, if any, shall be uploaded on e-procurement website and the bidders are advised to follow and keep track of BSPGCL/e-procurement website for updated information if any. BSPGCL is not obligated to send/ communicate separate information in this regard. However, for any enquiry bidders may contact on following: -
    Chief Engineer ,
    BSPGCL, Patna
    Contact No:7763813863. (only during working hours and working days)
    E-mail Id- chiefengineerbspgcl@gmail.com

e-Procurement Help Desk

Address: Mjunction Services Limited, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014

Toll Free Number: 1800 572 6571, Email Id: eproc2support@bihar.gov.in

Working Hours: 8AM to 7PM (All days in week except Sunday and few selected state holidays),

SECTION 1.
<u>INTRODUCTION & INVITATION FOR BIDS</u>

1 Background & Introduction

1.1 BSPGCL in the Capacity of "Authorized Representative of Bihar State Power Holding Company (BSPHCL) & in concurrence with the "Procurer" (South Bihar Power Distribution Company Limited (SBPDCL) and North Bihar Power Distribution Company Limited (NBPDCL)), has decided to carry-out the bidding process for selection of the Bidder(s) to whom the contract(s) may be awarded for setting up Solar PV Power Projects with Energy Storage Systems (ESS) for sale of Solar power for Twenty Five (25) years under Tariff Based Competitive Bidding process. The generated power shall also help in the fulfilment of Energy Storage Obligations (ESO) of the State/Discom(s).

1.2 Ministry of Power (MoP) has issued "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems" vide Gazette Resolution dated 09.06.2023. This RfS document has been prepared in line with the above Guidelines, including subsequent amendments and clarifications, issued until the last date of bid submission of this RfS.

1.3 As part of the above guidelines, BSPGCL wishes to invite proposals for setting up of grid connected Solar PV Power projects with Energy Storage Systems (ESS) in Bihar, for an aggregate capacity of 150 MW. BSPHCL, SBPDCL & NBPDCL shall enter into a Power Purchase Agreement (PPA) with the successful Bidders selected based on this RfS for purchase of Solar power for a period of 25 years based on the terms, conditions and provisions of the RfS and PPA after adoption of tariff from Bihar Electricity Regulatory Commission (BERC).

1.4 The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all Bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on BSPGCL, BSPHCL, SBPDCL & NBPDCL or Govt. of Bihar (GoB) for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. BSPGCL does not however, give a representation on the availability of fiscal incentive and submission of bid by the Bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives. The Bidders shall abide by Guidelines issued by the central Government under Section 63 of the Electricity Act 2003 that covers sourcing of Solar modules and components from list shared by MNRE and as per instructions in office memorandum letter dated 9th December 2024 Sub – Amendment to ALMM Order for Implementation of ALMM for Solar PV cells by MNRE. ALMM List -I (for solar PV cells) and ALMM list -II (for solar PV cells). (**Ref**: MNRE order no. 283/59/2024-GRID SOLAR dated 09.12.2024)

1.5 The benefits outlined in the Bihar Policy for Promotion of New and Renewable Energy Sources, 2025 shall apply to the Solar PV Projects proposed for development in the state of Bihar by the Bidders.

2 Invitation for Bids

2.1 A Single Stage, Two-part Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfS. The respective rights of BSPGCL, BSPHCL, SBPDCL & NBPDCL and the Bidder/ SPD shall be governed by the RfS Documents/Agreement signed between BSPHCL, SBPDCL & NBPDCL and the SPD for the project.

2.2 Interested bidders have to necessarily register themselves on the portal https://eproc2.bihar.gov.in. 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 complete the registration formalities. Contact details of Portal is mentioned on the Bid Information Sheet.

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

For proper uploading of the bids on the BIHAR E-PROCUREMENT portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting the Portal directly, as and when required. 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 of the Bidding Documents.

2.3 Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on Portal (https://eproc2.bihar.gov.in) as indicated in the Bid Information Sheet.

2.4 Bidder shall submit bid proposal along with non-refundable RfS Document Fees, Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed Tender Document Fees, Bid Processing Fees and EMD will be rejected.

2.5 RfS documents can be downloaded from the BIHAR E- PROCUREMENT Portal. It is mandatory to download official copy of the RfS Document from Electronic Tender System (BIHAR E-PROCUREMENT) Portal to participate in the RfS. Any amendment(s) /corrigendum(s) /clarification(s) with respect to this RfS shall be uploaded on BIHAR E-PROCUREMENT website. The Bidder should regularly check for any Amendment(s) /Corrigendum(s) /Clarification(s) on BIHAR E-PROCUREMENT website.

2.6 BSPGCL reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

2.7 **INTERPRETATIONS**

- Words comprising the singular shall include the plural & vice versa.
- An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- A time of day shall save as otherwise provided in any agreement or document be construed

as a reference to Indian Standard Time.

- Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- The table of contents and any headings or subheadings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

SECTION 2.
SPECIAL CONDITIONS OF CONTRACT

3 Scope of Work

3.1 Under this RfS, the Solar Power Developer (SPD) shall be required to set up Solar PV Power Projects with Energy Storage System (ESS), including the transmission network up to the Interconnection/ Delivery Point, along with the associated line bays at both the generating station and the Interconnection/Delivery Point, within the state of Bihar with the primary objective of supplying Solar Power to Bihar DISCOMs, at its own cost and as per the provisions of the RfS and PPA.

3.2 Identification of land, installation and ownership of the Project, along with obtaining connectivity and necessary approvals and interconnection with the STU network for supply of power to DISCOMs, will be under the scope of the SPD.

3.3 The Projects to be selected under this scheme provide for deployment of Solar Photovoltaic Technology, along with Energy Storage System. However, the selection of Projects would be technology agnostic.

3.4 ESS of at least 0.5 MW/2 MWh capacity for 1 MW Project Capacity shall mandatorily be installed as part of the Project. It is clarified that ESS charged using a source other than solar power would not qualify as solar power. For avoidance of any doubt, it is hereby clarified that ESS may be owned by the SPD or may be tied-up separately with a third party by the SPD, for supply of power. The ESS technology can be changed by the SPD at any time during the Term of the PPA. Any change in the ESS component during the term of the PPA shall be at the risk and cost of SPD and under intimation to BSPGCL/DISCOMs.

3.5 Land acquisition, laying of transmission line, installation of transmission equipment, installation of RTU & SCADA shall be in the scope of bidder.

3.6 SPD shall take statutory clearances and NOC as required for installation of the plant.

4 Total capacity offered

4.1 Selection of grid connected Solar PV Projects for a total capacity of 150 MW will be carried out through e-bidding followed by e-Reverse Auction process.

5 Maximum Eligibility for Contracted Capacity Allocation for a Bidder

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

5.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of **20 MW and a maximum quantum of 75 MW** in the prescribed formats. <u>The Projects shall be quoted in multiples of 5 MW only.</u> In case a bidder quotes a capacity that is not a multiple of 5, the quoted capacity shall be rounded off to the nearest multiple of 5, but not greater than the quoted capacity, for evaluation and award in case the bidder qualifies.

<u>**Note**</u>: In case a common Company/Companies directly or indirectly hold(s) more than 10% but

less than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.

5.2 The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to **75 MW**.

5.3 The evaluation of bids shall be carried out as described in Section-5 of the RfS. The methodology for Allocation of Projects is elaborated in Section-5 of the RfS.

5.4 Subject to the exception as per Clause 5.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

6 Project Location

6.1 The Projects shall be located at the locations chosen by the Bidder/SPD at its own discretion of and cost, risk and responsibility within the state of Bihar. A single Project can be set up at multiple locations with different Delivery Points. The ESS component needs to be co-located with the Project, however, in case of a Project located at multiple locations, the ESS needs to be co-located with at least one of the components. In any case, additional connectivity for solar PV component or ESS component, above the Contracted Capacity, will not be provided. However, Project location(s) should be chosen taking cognizance of the provision as per Clause 7 of the RfS. It is hereby clarified that the sum of rated capacities of individual project components (Solar and ESS) may be greater than the Contracted Capacity but the guaranteed off-take by Bihar DISCOMs (NBPDCL/ SBPDCL) under this RfS will be limited to Contracted Capacity.

6.2 The term "Project" shall have the meaning as defined in Section-6 of the RfS, and shall refer to the Project capacity as quoted by the Bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA). The SPD shall install ESS capacity of at least 0.5 MW/2 MWh for each 1 MW Project Capacity being contracted under the PPA. The ESS component may either be owned by the SPD or tied-up separately with a third-party, and the same will be constitute as part of the Project under this RfS.

6.3 The SPDs are free to change the Project location and/or Delivery Point up to the deadline for Financial Closure as per Clause 12 of the RfS.

In this case, the SPD will be required to apply for connectivity at the proposed substation within 7 working days of intimation of approval for the same by BSPGCL.

In case the SPD fails to obtain connectivity on account of reasons attributable to it, including but not limited to failure to apply for connectivity within the above deadline, the SPD will not be eligible for corresponding extension in the timelines for meeting the Project milestones.

7 Connectivity with the Grid

7.1 The Metering Point which is the point at which energy supplied to the Procurer shall be measured, shall be the interconnection point of the STU substation. All expenses including losses between the Project and the Metering Point shall be paid by the SPD without any reimbursement by the Procurer. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by the Procurers as per the regulation notified by the Commission from time to time. The Project should be designed for interconnection with the State Transmission Utility (STU) in accordance with the prevailing BERC regulations in this regard. For interconnection with the grid and metering, the SPD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by the BERC and Central Electricity Authority (CEA). The Solar PV Projects shall be connected to the nearest STU substation at the appropriate voltage level.

7.2 The responsibility of getting the Grid connectivity shall entirely be of the SPD and shall be at the cost of the SPD, in line with applicable regulations. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the SPD at its own cost. The maintenance of transmission system up to the interconnection Point shall be responsibility of the SPD, to be undertaken entirely at its cost and expense.

7.3 The arrangement of connectivity can be made by the SPD through a dedicated transmission line up to the Interconnection Point. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, System Operation Charges (SOC), Market Operational Charges (MOC), maintenance, losses etc. and any other charges from the Project up to the Interconnection Point will be borne by the SPD.

7.4 Solar PV Power Project shall comply with all the technical requirements specified under Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, including subsequent amendment and clarifications issued thereto, as well as other Rules/Regulations issued by CERC/BERC/CEA and as amended from time to time. It is further clarified that the Entities (SPD and Procurer) as indicated in the procedure issued under the above Rules/Regulations, will be responsible for their respective obligation as notified in the procedure, irrespective of the provisions of the RfS and PPA. The Projects shall also comply with the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, including subsequent amendments and clarifications issued thereto.

7.5 The Bidders are free to choose the grid substations for Interconnection of the Project to the Grid in the state of Bihar. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from the list of STU substations attached with the RfS.

7.6 Void

7.7 The SPD shall comply with CERC/BERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity. The scheduling of power from the Project as per the applicable regulation shall be the responsibility of the SPD and any financial implication on account there of shall be borne by the SPD. In order to remove potential discrepancies and ambiguities, the SPDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the SLDC of the Procurer/Discom/BSPHCL, as per the Regulations in force. BSPHCL may facilitate in identification of any discrepancy and assist the SPD for its early rectification without any liability on BSPHCL/DISCOMs. The SPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

7.8 Reactive power charges and charges against power drawn from grid as per CERC/BERC regulations, shall be payable by SPD as per provisions of PPA. Metering arrangement for

the Project shall have to be adhered to in line with relevant provisions of the PPA.

Auxiliary Consumption shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2017. Billing shall be done on net basis (i.e. Export – Import).

7.9 All charges and losses related to discharging the ESS component up to Delivery Point shall be borne by the SPD and the Procurer shall bear the applicable charges and losses during discharge of the ESS component beyond Delivery Point.

7.10 The Procurer/BSPHCL shall bear all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawl point.

7.11 The SPDs will be required to apply for connectivity at the identified grid substation, as mentioned in the Covering Letter (Format 7.1), within 30 days after the Power Purchase Agreement (PPA) and shall furnish copies of the application, complete in all respect, to BSPGCL/DISCOMs//BSPTCL within 15 days of date of filing of application. SPD shall also have to provide the copy of in-principle grant of connectivity, final grant of connectivity, connectivity agreement within 15 days of issuance of letter by STU / signing of connectivity agreement, as the case may be, to BSPHCL/BSPGCL.

7.12 The SPD has to follow the timelines mentioned in the STU connectivity regulations with respect to Connectivity. In case, connectivity has been revoked due to non-compliance of SPD, in such case the capacity may not be off-taken and SPD will keep BSPHCL/ BSPGCL/ Procurer indemnified from any losses; further, the SPD shall be liable for any penalty for non-performance as specified in the RfS/PPA.

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

7.13 The installation of Remote Terminal Unit (RTU) and Supervisory Control and Data Acquisition (SCADA) shall be in the scope of the SPD and its cost will be borne entirely by the SPD.

8 Energy Supply by the Solar Power Developer

8.1 Criteria for Energy Supply

For supply of power in hours other than Peak Hours, the Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the SPDs will be allowed to revise the same once within first year after the commencement of power supply from the full Project

Capacity. The revised CUF shall be greater than the CUF initially quoted by the Bidder. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared/revised annual CUF shall in no case be less than 19% .The SPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from SCSD, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. However, the shortfall in power supply will not be applicable in events of Force Majeure identified under the PPA, affecting supply of power by the SPD.

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

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

Assured Peak Power Supply:

The Procurers shall intimate the hours (which shall be 4 hours during a day) during which it intends to draw the energy from the ESS on daily basis. These 4 hours chosen by the Procurer for a day shall be the Peak Hours for that day. The Procurer shall choose the 4 hours such that there is a continuous discharge from the ESS at least for 1 hour. The SPD is mandated to deliver 2000 kWh of energy per MW rated Project capacity of the project in AC terms, during Peak Hours as per the schedule given by the Procurer (i.e., For each 100 MW of project capacity, SPD shall supply up to 200,000 kWh of energy during Peak Hours), on a daily basis. Reconciliation of the same shall be carried out on a monthly basis.

It is clarified that the Procurer is mandated to off-take the stored energy on a daily basis, and may choose to schedule peak power supply as per its requirement. It is further clarified that the Procurers are mandated to off-take energy during Peak Hours @2 MWh for every 1 MW Contracted Capacity from the Project, with the energy to be off-taken in any hour being 0.5 MWh for every 1 MW Contracted Capacity. The discharge of energy during Peak Hours shall be governed by the demand pattern of the Procurers, as per the Procurer’s schedule. In case of non-receipt of peak hours schedule from the Procurers by 6:00 AM in the morning on a particular day, SPD shall supply the peak power as per previous day schedule during the Peak Hours of that day.

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

The SPD shall offer power such that 100% of the annual energy offered corresponds to Solar power. The SPD can, however, source up to 5% RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements, towards meeting the supply conditions stipulated in the RfS/PPA.

The SPD shall accord priority to charging the Energy Storage System (ESS) from the Solar PV Project to ensure compliance with the scheduled Peak Power Supply obligations under the PPA. The ESS shall at all times be operated so as to ensure availability of the contracted energy during the Peak Hours as scheduled by the Procurer.

In order to allow optimization of operation of ESS component, the SPD is allowed to use the ESS component for any other application (including market operations such as third party sale or sale in power exchange) within the availability of connectivity, without requiring No Objection Certificate (NOC) from BSPGCL/Procurers, during Off-Peak Hours (hours other than Peak Hours). It may be noted that at any instance of energy supply from the Project, priority shall be accorded by SPD to meet the capacity requirements as per PPA, before selling any quantum in the open market. Any instance of third-party sale of power from the Project by the SPD, while the supply commitments under the PPA remains unfulfilled, shall constitute a breach of SPD's obligations under the PPA and render the SPD liable for penalty @1.5 times of extant market rate/kWh (reference rate being the highest of the applicable rates in the DAM/G-DAM/RTM of all the Power Exchanges operating in India on that day) for the quantum of such sale. This penalty will be levied over and above the penalty for shortfall in meeting the CUF requirement during hours other than Peak Hours and supply of energy during Peak Hours.

8.2 **<u>Short fall in Energy Supply</u>**

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

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

9 Commencement of Power Supply

Project commissioning and declaration of Commercial Operation Date (COD) shall be governed by the CERC (Indian Electricity Grid Code) Regulations,2023, as amended from time to time **OR** BERC (Bihar Electricity Grid Code) Notification, 2010 as amended from time to time. A committee formed by BSPGCL/BSPHCL/DISCOMs shall declare the commissioning/COD of the Project. Prior to declaration of commencement of power supply, the SPD shall submit COD certificate for the corresponding Installed Capacity to Bihar DISCOMs as part of the requisite documents. Further, the SPD shall submit requisite documents as mentioned below, at least 30 days prior to part/full commencement of supply of power from the Project :–

Intimation regarding the timeline for commencement of supply of power from the Project.

i. Installation report duly signed by the authorized signatory as per Annexure-C of the RfS. The SPD is advised to take due care in furnishing such Installation Report.

ii. CEIG report containing approval for all the components, including Solar PV modules, ESS component(s), inverters, transformers, transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the SPD to obtain the certificate.

iii. Approval of Metering arrangement/scheme from STU/ any other concerned authority as applicable.

iv. Plant Layout, Plant (AC&DC) SLD.

v. Documents pertaining connectivity of the Project to STU substation.

vi. Details of land parcels where Project is located and details of Project Financing arrangement.

vii. Documents to establish the compliance of technical requirement as per PPA/RfS.

viii. Invoices against purchase of the Solar PV modules, ESS component(s), Inverters/PCUs, WMS, SCADA and DC cables along with the summary sheet containing the list of all the invoices, including details and number of items. Lorry Receipts for delivery of Project components at site along with certified summary sheet by the authorized signatory.

ix. SLDC registration certificate

x. Certificate of compliance of Financial Closure milestone.

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

9.1 **Part Commencement of Supply of Power**

Part Commencement of supply of power from the Project shall be accepted subject to the condition that the minimum capacity for acceptance of the first part shall be 20 MW, and thereafter in multiples of 5 MW, along with proportionate ESS component, subject to a maximum of three (3) part commencements (with the last part being the balance Contracted Capacity), without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power.For example, in case the Contracted Capacity is 55 MW, then the minimum capacity for acceptance of the first part commencement of power supply shall be 20 MW Solar PV Power Project along with 10MW/40MWh ESS, and the subsequent part(s) shall be in multiples of 5 MW along with proportionate ESS component, subject to a maximum of three (3) part commencements, with the last part being the remaining balance capacity.

However, the SCSD will not get altered due to part-commencement of supply of power. Irrespective of dates of part or full commencement of supply of power, the PPA will remain in force for the period specified in the PPA.

9.2 **Commencement of Supply Schedule and Penalty for Delay in Commencement of Supply.**

a. The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project capacity shall be the date as on 24 months from the Effective Date of the PPA.

b. The maximum time period allowed for commencement of supply of power from the full Project capacity with applicable penalty, shall be limited to the date as on 6 months from the SCSD or the extended SCSD (if applicable).

c. In case of delay in commencement of supply of power beyond the SCSD/ extended SCSD until the date as per Clause 9.2.b above, as part of the penalty, the total PBG amount for the Project shall be encashed on pro-rata basis and proportionate to the Contracted Capacity that has not commenced supply of power.

d. For delay in commencement of power supply beyond the date as per Clause 9.2.b above, the Contracted Capacity shall stand reduced to the Project Capacity that has commenced supply of power until the date as per Clause 9.2.b.above, and PPA for the balance Contracted Capacity will stand terminated. Also, the PBG corresponding to the capacity which has not started commencement of power supply until the date as per Clause 9.2.2b above, shall be encashed on pro-rata basis.

10 Delay in Commencement of power supply on Account of Delay in STU Operationalization

In case there is a delay in readiness of the STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU network until SCSD of the Project, and it is established that:

i. The SPD has complied with the complete application formalities as per Clause 7 above and as per the Detailed Procedure as issued by the STU,

ii. The SPD has adhered to the applicable regulations/procedures in this regard as notified by the CERC/ BERC/ CEA, and

iii. The delay in readiness of the STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU, is a factor attributable to the STU/ Transmission licensee and is beyond the control of the SPD;

The above shall be treated as delays beyond the control of the SPD and SCSD for such Projects shall be revised. Decision on requisite extension on account of the above factor shall be taken by BSPGCL/Procurer(s).

In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control of the SPD, BSPGCL/Procurer(s) may extend the SCSD after examining the issue on a case-to-case basis.

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

11 Early Commencement of Supply of Power

The SPD shall be permitted for commencement of supply of power from full as well as part capacity of the Project even prior to the SCSD, subject to availability of transmission connectivity. Early commencement of power supply from full as well as part capacity of the Project will be allowed solely at the risk and cost of the SPD and such power will be purchased by BSPHCL/Procurer(s) at the PPA tariff.

Such intimation regarding consent to procure energy from early commencement of supply of power from full as well as part capacity of the Project even prior to the SCSD shall be provided by BSPHCL/Procurer(s) within 30days of receipt of the request being made by the SPD.

12 FINANCIAL CLOSURE:

12.1 The SPD shall achieve Financial Closure by the date as on 6 months prior to the SCSD/ extended SCSD. (For e.g. if SCSD of the Project is 25.11.2026, then scheduled Financial Closure date shall be 25.05.2026). The SPD shall provide a certificate to BSPHCL/DISCOMs/BSPGCL from the lead banker to this effect or, in case the funds have been arranged from its internal resources, a Board Resolution certifying the same shall be submitted by the bidder. Failing the aforesaid, liquidated damages will be levied as mentioned in relevant clauses of this document unless the delay is not owing to any action or inaction on the part of the SPD or caused due to a Force Majeure.

12.2 At the stage of Financial Closure, the SPDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the SPD shall submit a certificate/ necessary documents from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity. The SPD shall also submit details of all planned/ proposed solar panels, ESS component(s) and inverters (manufacturer, model number, datasheet), along with necessary purchase order/agreements for the Project.

12.3 In case of default in achieving above condition as may be applicable within the stipulated time, BSPGCL shall be entitled to encash PBG and may remove the Project from the list of the selected Projects. An extension may however be considered, on the sole request of SPD, on advance payment of extension charges of INR 100/- per day per MW (of Contracted Capacity) + applicable GST. This extension will not have an impact on the obligation of SPD to commence supply of power by the Scheduled Commencement of Supply Date of the Project. Subsequent to the completion of deadline for achieving financial closure, BSPGCL shall issue notices to the SPDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective SPDs to either furnish the necessary documents or make the above-mentioned payment of Rs. 100/MW/day + GST. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 days-BSPGCL shall encash the PBG of the corresponding SPDs and may terminate the PPA for the corresponding Project. The amount of Rs. 100/MW/day + GST shall be paid by the SPDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the SPD. In case of the SPD meeting the requirements of Financial Closure before the last date of such proposed delay period (for which extension charges have been paid), the remaining amount out of the deposited amount by the SPD shall be returned by 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 SPD without any interest and GST amount on achievement of successful commencement of power supply within the Scheduled Commencement of Supply Date, on pro-rata basis, based on the Contracted Capacity that has commenced supply of power as on Scheduled Commencement of Supply Date.

12.4 The SPD 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.

SECTION 3.
STANDARD CONDITIONS OF CONTRACT

13 Obtaining RfS Documents

Interested bidders have to download the official copy of RfS & other documents after logging into the BIHAR E-PROCUREMENT portal (https://eproc2.bihar.gov.in) by using the Login ID & Password provided by BIHAR E-PROCUREMENT during registration. The bidder shall be eligible to submit/ upload the bid document only after logging into the BIHAR E-PROCUREMENT portal and downloading the official copy of RfS.

14 Cost of Documents & Bid Processing Fees

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

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

15 Project Scope & Technology Selection

Under this RfS, the SPD shall set up the Project including the transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project and/or transmission network up to the Interconnection/ Delivery Point (along with connectivity), including those required from State Government and local bodies, shall be in the scope of the SPD. The Projects to be selected under this scheme provide for deployment of Solar Power Technology, along with Energy Storage System. However, the selection of Projects would be technology agnostic.

16 Clearances Required from the State Government and Other Local Bodies

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

a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
b. Forest Clearance (if applicable) for the land for the Project.
c. Approval for water from the concerned authority (if applicable) required for the Project.
d. Any other clearances as may be legally required, in order to establish and operate the Project.

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

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

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

17 Earnest Money Deposit (EMD)

Earnest Money Deposit (EMD) of **INR 14,24,000/MW** (Indian Rupees Fourteen Lakhs and Twenty-Four Thousand/MW) in the form of Bank Guarantee, according to Format 7.3A and valid for 12 months from the last date of bid submission, shall be submitted by the Bidder along with their bid in favour of BIHAR STATE POWER GENERATION COMPANY LIMITED", failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

17.1 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Nationalized Bank or Scheduled Commercial Banks as listed on the website of Reserve Bank of India

(RBI) and amended as on the date of issuance of bank guarantee.

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, shall be acceptable, if bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the EMD shall be acceptable.

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

17.3 **Forfeiture of EMD:**

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

a. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;

b. In case, BSPHCL/ Procurer(s) offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 19 of the RfS or does not execute the PPA within the stipulated time period;

c. If after issuance of LoA by BSPGCL, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;

d. If the bidder fails to furnish required Performance Bank Guarantee in accordance with Clause 18 of the RfS.

18 Performance Bank Guarantee (PBG)

Bidders selected by BSPGCL based on this RfS shall submit Performance Guarantee for a value **INR 35,60,000/MW/Project** (Indian Thirty-Five Lakhs and Sixty Thousand /MW/Project) prior to signing of PPA within 20 days from issue of LOA in favour of "**Bihar State Power Geneartion Company Limited**"". It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3C with a validity period up to (& including) the date as on 12 months after the SCSD of the Project. On confirmation of 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. It may be noted that PPA will be signed only upon successful verification of the PBG submitted by the SPD.

18.1 The PBGs are required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder at an earlier date, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of PPA, in favour of "**Bihar State Power Geneartion Company Limited**"", 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.

18.2 The SPD shall furnish the PBG from any of the Nationalized or Scheduled Commercial Banks as listed on the website of Reserve Bank of India(RBI) and amended as on the date of issuance of bank guarantee. In case of the Project being implemented through a SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV.

18.3 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD)/ 7.3 C (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.

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

18.5 The selected Bidder for the Project selected based on this RfS is required to sign PPA with BSPHCL/ DISCOMs within the timeline as stipulated in Clause 19 of the RfS. In case, BSPHCL/ DISCOMs offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 19 of the RfS, or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by BSPHCL/DISCOMs from the Bank Guarantee available with BSPHCL/DISCOMs (i.e. EMD or PBG) as penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect. It is further clarified that the Penalties are genuine pre-estimate and Bidder/SPD agrees that in case of invocation of BG, BSPGCL/ BSPHCL/ DISCOMs is under no obligation to produce any estimate of loss in this regard.

18.6 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the state of Bihar.

18.7 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/SPDs.

18.8 Void

18.9 After the bidding process is over, BSPGCL shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 30 days after the issuance of LOA to the successful bidders). The PBG of SPDs shall be returned to the SPD within 45 days of successful SCSD of their projects as per Terms of PPA, after taking into account any penalties due to delays in SCSD as per Clause 9 and 10 of the RfS. In case of Part Commencement of Supply of Power, PBG corresponding to such part capacity shall be released after 03 months subject to submission of PBG for the balance part to be commissioned separately & its successful verification confirmation from the issuer.

19 Power Purchase Agreement (PPA)

19.1 BSPHCL/ DISCOMs shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. The PPA may be signed within 30 days from the date of issue of Letter of Award (LoA) or any other date as decided by BSPHCL/ DISCOMs from time to time. PPA will be executed between BSPHCL/ DISCOMs and selected bidder or its SPV including the selected bidder.

19.2 The PPAs shall be valid for a period of 25 years from the SCSD. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPD and BSPHCL/ DISCOMs.

19.3 The Performance Bank Guarantee as per Clause 18 above shall be submitted by the SPD prior to signing of PPA. Before signing of PPA between BSPHCL/ DISCOMs and the SPDs, BSPHCL/ DISCOMs will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the SPDs are false / misleading or misrepresented in anyway, then the provisions contained in this RfS will be applicable.

19.4 Successful Bidders will have to submit the required documents for PPA to BSPHCL/ DISCOMs within 20 days from the issue of LoA. In case of delay in submission of documents beyond the period as mentioned above, BSPHCL/ DISCOMs shall not be liable for delay in verification of documents and subsequent delay in signing of PPA. Effective Date of the PPA shall be the date as on 30 days from the date of issue of LoA. Subsequent to expiry of the 30-day period after the issuance of LoA, in case BSPHCL/ DISCOMs intimates to the Successful Bidder, a particular date as the date for signing of PPA, the specified date shall become the Effective Date of the PPA, irrespective of the date of signing of PPA.

19.5 BSPHCL/ DISCOMs will be obliged to buy the entire power as per generation schedule, to be provided by the SPDs subject to limitations as per the PPA, required under grid regulations. However, the SPDs are required to achieve energy supply within the CUF limits as stipulated in clause 8.1.

19.6 The SPDs will be free to reconfigure and repower their plants from time to time during the PPA duration at its own risk and cost, pursuant to Clause 8.1 above. However, BSPHCL/ Bihar DISCOMs will be obliged to buy power only upto the Contracted Capacity as per the PPA. In case the energy available is more than maximum CUF, SPD will be free to sell it to others provided first right of refusal will vest with BSPHCL/ Bihar DISCOMs. BSPHCL/ Bihar DISCOMs may purchase the excess generation at PPA tariff.

19.7 The SPDs are free to operate their projects after expiry of the 25 years of PPA period if other conditions such as land lease etc., permit. However, any extension of the PPA period beyond 25 years shall be through mutual agreements between the SPD& BSPHCL/ Bihar DISCOMs ,as the case may be, as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 25 years.

19.8 In order to allow optimization of operation of RE Power plant, the SPD is allowed to supply power from the RE power plant in excess of contracted capacity, to any third party or power exchange without requiring any NOC from the Procurer, provided the first right of refusal rests with the BSPHCL/ Bihar DISCOMs.

20 Shareholding by the Project Promoter

20.1 The Bidder shall provide complete information in their bid in reference to this RfS about its promoters and upon issuance of LoA, the SPD shall provide information about its promoter and their shareholding in the Company before signing of PPA with BSPHCL/ DISCOMs.

20.2 No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company (as per govt. of India laws), this condition will not be applicable.

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

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

20.3 In case of the successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors) of the Bidding Company/Consortium until 01 (one) year after the SCSD, except with the prior approval of BSPHCL/ DISCOMs.

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

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

20.6 Any change in the shareholding after the expiry of 01 years after SCSD can be undertaken under intimation to BSPHCL/ DISCOMs.

20.7 In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of

INR 10 Lakh per PPA +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the SPD to BSPHCL/ DISCOMs.

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

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

i. Covering Letter as per **Format7.1.**

ii. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 7.2.**

iii. Bank Guarantee-against Earnest Money Deposit (EMD) as per **Format7.3A.**

iv. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

A Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS

and in the event of selection of the Projects and to sign the PPA with BSPHCL/ DISCOMs. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.

B Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and

C Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.

v. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.

vi. Format for Financial Requirements as per **Format 7.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.

vii. Undertaking as per **Format7.7.**

viii. A disclosure statement as per **Format 7.8/7.8A** regarding participation of any related companies in the bidding process.

ix. Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.9**

x. Attachments

A Memorandum of Association, Article of Association of the Bidder needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.

- ➢ In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
- ➢ If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.

B Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.

C A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. 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 RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.

D Certified copies of annual audited accounts for the last 03 financial years, i.e. (i.e., 2022-23, 2023-24, 2024-25, or provisional accounts duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.

E Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

xi. Covering letter of the Financial bid as per **Format-7.11.**

xii. Break-up of the Preliminary Estimate of Cost of Project as per **Format 7.12**

22 Important Notes and Instructions to Bidders

22.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.

22.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause 19 of the RfS.

22.3 If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, BSPGCL reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.

22.4 If the event specified at 22.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.

22.5 Response submitted by the Bidder shall become the property of the BSPGCL. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 17 of the RfS.

22.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, PPA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.

22.7 The response to RfS shall be submitted as mentioned in Clause 21 of the RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, BSPGCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

22.8 The Bidder shall make sure that the correct, valid and operative Bid-part is submitted before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

22.9 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.

22.10 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by BSPGCL.

22.11 Response to RfS not submitted in the specified formats will be liable for rejection by BSPGCL.

22.12 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

22.13 Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of BSPGCL of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.

22.14 The Bihar Electricity Regulatory Commission (BERC) shall be the appropriate commission to exercise the regulatory jurisdiction in regard to matters between SPD and

BSPHCL/Procurer. Subject to the above, only Patna Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

22.15 All the financial transactions to be made with BSPGCL, BSPHCL or DISCOMs including delay charges, and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

23 Non-Responsive Bid

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

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

(a) Non-submission of the requisite Cost of RfS and/or Bid Processing Fee as mentioned in the Bid Information Sheet.

(b) Response to RfS not received by the due date and time of bid submission.

(c) Non-submission of correct, valid and operative Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.

(d) Any indication of tariff in any part of response to the RfS, other than in the financial bid.

(e) Non-submission of payment details against Cost of RfS and/or Bid Processing Fee.

(f) Data filled in the Electronic Form of Financial Bid, not in line with the instructions mentioned in the same electronic form.

(g) Except for the scenario as per Clause 5.1 above, in case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.

(h) Non-submission or partial submission of EMD with response to RfS.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

24 Method of Submission of Response to RfS by the Bidder

24.1 <u>Documents to be Submitted Offline</u>

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

Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format7.3A). One EMD shall be submitted for the capacity quoted by the bidder.

Bank Details for submission of EMD

Bank Name - Canara Bank

Branch Name-Vidyut Bhawan, Patna

Account Number-8531101013045

IFSC Code-CNRB0008531
Beneficiary name-Bihar State Power Generation Company Ltd.
Type of A/c-Current A/c

No documents will be accepted in person, on or before the date of bid submission.

Bank Guarantee against EMD needs to be submitted in both online and offline modes.

The bidding envelope shall contain the following sticker:

Selection of Solar Power Developers for Setting up of 150 MW Solar PV Power Projects with 75 MW/300 MWh Energy Storage Systems (ESS) in the state of Bihar under Tariff-Based Competitive Bidding	
Cumulative Capacity of the projects applied for	___________*MW*
No. of Projects Bid for	
NIT Reference No.	
Submitted by	*(Enter Full name and address of the Bidder)*
Organization Name on BIHAR E-PROCUREMENT portal	*(Enter the Organization Name through which the Bid has been submitted online on BIHAR E-PROCUREMENT portal)*
Authorized Signatory	*(Signature of the Authorized Signatory)* *(Name of the Authorized Signatory)* *(Stamp of the Bidder)*
Bid Submitted to	**Chief Engineer** **Bihar State Power Generation Company Limited** **(BSPGCL BSPGCL)** **Vidyut Bhawan-1, 5th Floor, Bailey Road,** **Patna-800021. Bihar** **Email –chiefengineerbspgcl@gmail.com**

24.2 **<u>Documents to be Submitted Online</u>**

The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.

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

All documents of the response to RfS submitted online must be digitally signed and uploaded on the website, ***https://eproc2.bihar.gov.in*** which should contain the following:

I. <u>Technical Bid (Bid Part-I)</u>

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

(a) Formats-7.1,7.2(if applicable),7.3A,7.4,7.5(if applicable),7.6,7.7, 7.8/7.8A, and 7.9 as elaborated in Clause 21 of the RfS.

(b) All attachments elaborated in Clause 21 of the RfS, under the sub-claus ex: Attachments, with proper file names.

(c) All supporting documents regarding meeting the eligibility criteria.

(d) Scanned Copies of NEFT/RTGS details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.

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

The Bidder will have to fill the Electronic Form provided at the BIHAR E-PROCUREMENT portal as part of Technical Bid.

II. <u>Financial Bid (Bid Part-II)</u>

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

(a) Covering letter as per Format-7.11 of the RfS

(b) Preliminary Estimate of Cost of the Project as per Format7.12 of the RfS.

As part of financial bid submission, only a single tariff bid for all the Projects applied for, shall have to be filled online in the Electronic Form provided at the BIHAR E-PROCUREMENT 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.

III.<u>Important Note:</u>

(a) In case the Bidder submits the online documents on BIHAR E-PROCUREMENT within the bid submission deadlines and fails to submit the offline documents in the office of BSPGCL within the bid submission deadlines, the online bid of the Bidder shall not be opened. Similarly, in case the EMD is submitted offline but there is no online bid submission on BIHAR E-PROCUREMENT portal, the bid shall not be opened and the EMD shall be returned to the respective bidder. In such cases, Bid Processing fee and cost of RfS document, if paid by the Bidder, will not be refunded to the Bidder.

(b) In case a Bidder has paid cost of RfS document and Bid Processing Fee for this RfS and chooses not to participate in the bidding process (i.e. the Bidder does not submit any of the online or offline bid documents to BSPGCL), the respective amounts paid to BSPGCL will be forfeited.

25 Notice Board for Display

The SPD will have to put a notice board (at least 180 cm x 120 cm) at its project site main entrance prominently displaying the message (to be shared by BSPGCL/BSPHCL/DISCOMs) before declaration of COD.

26 Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid for 180 days from the last date of submission of response to RfS ("Bid Validity"). BSPGCL reserves the right to reject any response to RfS which does not meet the afore mentioned validity requirement.

27 Bid Preparation Cost

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

28 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

28.1 Clarifications/ Doubts, if any, on RfS document may be emailed and/ or through BIHAR E-PROCUREMENT portal.

28.2 BSPGCL will make efforts to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and BSPGCL's response will be uploaded in the BIHAR E-PROCUREMENT portal https://eproc2.bihar.gov.inIf necessary, amendments, clarifications, elaborations shall be issued by BSPGCL which will be notified on BIHAR E-PROCUREMENT website. No separate reply/intimation will be given for the above, elsewhere. In the event of the issuance of any revision or amendment of the RfS documents, the Bidders shall be provided a period of at least 7 days therefrom, for submission of bids.

28.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet.

28.4 Enquiries/Clarifications may be sought by the Bidder by contacting BSPGCL's official as per the details contained in the Bid Information Sheet.

29 Right of BSPGCL to Reject a Bid

BSPGCL reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage subsequent to bid submission and prior to issuance of LoAs, the processing fee shall be nonrefundable and EMD submitted by the Bidders shall be returned to the respective Bidders.

Note: In the event of cancellation of LoAs prior to signing of PPAs, bid processing fee will not be refunded.

30 Post Award Compliances

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

Any checklist shared with SPD by 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, RfS and PPA must be timely submitted by the SPD.

Tax implications, if any, on procurement of capacity under this RfS, will be borne by the SPD.

SECTION 4.
QUALIFICATION REQUIRMENTS FOR BIDDERS

Shortlisting of Bidders will be based on the following Criteria:

31 General Eligibility Criteria

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

31.1 The Bidder shall be a Company as defined registered under the Companies Act,2013.

31.2 Bidding Consortium with one of the Companies as the Lead Member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).

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

i. Any Bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this RfS only if the Bidder is registered with the Competent Authority under the referred OM.

ii. “Bidder” in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.

iii. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the RfS.

iv. Other provisions of the referred OM dated 23.02.2023, except Sl. 17 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

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

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

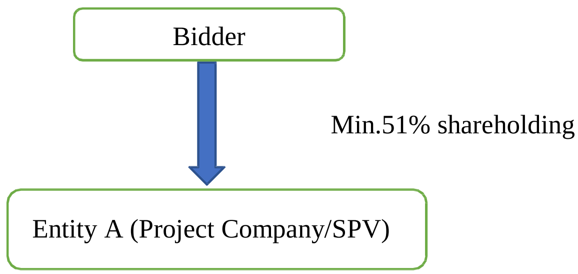
31.6 Any consortium, if selected as Successful Bidder for the purpose of supply of power to BSPHCL/DISCOMs, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with BSPHCL/DISCOMs, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of PPA and there after the combined shareholding of the Consortium Members in the SPV/Project Company shall not fall below 51% at any time prior to SCSD of full Project Capacity, except with the prior approval of BSPHCL/DISCOMs.

31.7 As on the bid submission deadline, the Bidder or any of its Affiliates should not be a willful defaulter to any lender. Further, as on the bid submission deadline, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asia Infrastructure Investment Bank etc. or the United Nations or any of its agencies.

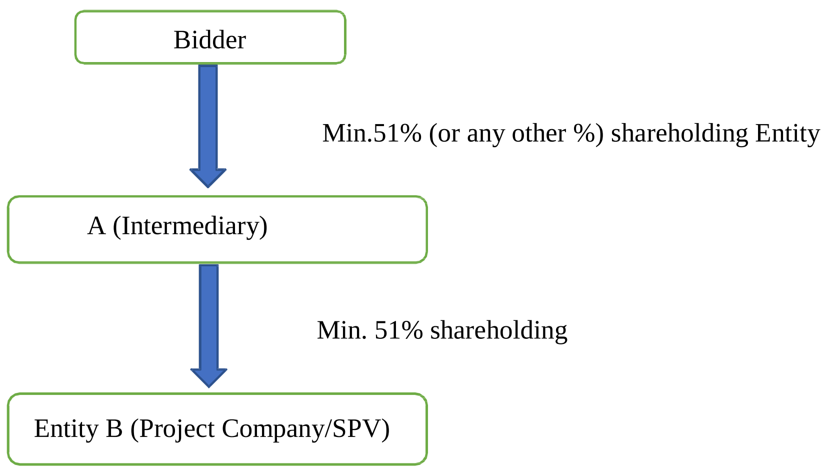
The Bidder shall submit an undertaking to this effect as per Format 7.7 of the RfS.

31.8 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 31.5 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:



As per the RfS, only Scenario1 is permissible in case of projects being implemented by SPVs.

32 Technical Eligibility Criteria

32.1 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commencement of power supply from the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format7.9**.**

32.2 Detailed technical parameters for Solar PV Projects to be met by SPDs are at Annexure-B. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-B. Further, the provisions as contained in the O.M. dated10.03.2021 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 ALMM List-I (for solar PV modules) and ALMM List-II (for solar PV cells) under the above Order, valid as on the date of invoicing of such modules.

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

32.4 SPD 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. **(Ref:** MoP Resolution No. 48-19/2/2024-NRE dated 12.02.2025 published in the Gazette of India (Extraordinary) (Part1 - Section 1)

32.5 SPD shall comply with applicable cyber security regulations, directives, and guidelines issued by the Central Government Authorities dealing with cyber security. **(Ref:** MoP Resolution No. 48-19/2/2024-NRE dated 12.02.2025 published in the Gazette of India (Extraordinary) (Part1 - Section 1)

33 Financial Eligibility Criteria

33.1 **<u>Net-Worth</u>**

i. The Net Worth of the Bidder should be equal to or greater than **INR 1,42,40,000/MW** (Indian Rupees One Crore Forty-Two Lakhs and Forty Thousand/MW) of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2024-25 or as on the day at least 7 days prior to the bid submission deadline.

ii. The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or Consortium, together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS.

iii. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

33.2 **<u>Liquidity</u>**

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 the following parameter:

i. A minimum annual turnover of **INR 80,47,000/ MW (Indian Rupees Eighty Lakhs and Forty-Seven Thousand/MW)** of the quoted capacity during last 3 financial years (i.e., 2022-23,2023-24,2024-25) or as on the day of the bid submission deadline. (Bidder/ Lead bidder of Consortium should submit Audited Financial Statement for last 3 years i.e., 2022-23,2023-24,2024-25). 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.

33.3 The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 33.1 and 33.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

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

33.5 A Company/Consortium would be required to submit annual audited accounts for the last financial year,2024-25, or provisional accounts as on the day of the bid submission deadline, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria.

33.6 For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India’s reference rates prevailing on the date of closing of the accounts for the respective financial year.

33.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into US Dollar (USD) as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 33.6 above.

33.8 In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by the Consortium shall be computed on aggregate basis, summing up the meeting of eligibility requirements as demonstrated by the individual Consortium members.

33.9 In all cases, accounts prior to the date as on the previous Financial Year (for which audited accounts are available), as applicable for the Bidder, shall not be accepted. In case the audited accounts for FY 2024-25 are not available, audited accounts for FY 2023-24 may be submitted.

SECTION 5.
BID EVALUATION AND SELECTION OF PROJECTS

34 Bid Evaluation

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

35 Techno-Commercial Evaluation of Bidders (Step 1)

35.1 The Bid Part-I (Techno-commercial Bid submitted online) of only those bidders will be opened by BSPGCL whose required documents as mentioned at Clause 24 of the RfS are received by BSPGCL. Bid opening (online) will be done only after the deadline for submission of bid.

35.2 Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected.

35.3 Subject to Clause 21 of the RfS, BSPGCL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of 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 else not mentioned otherwise. All correspondence in this regard shall be made through email/BIHAR E-PROCUREMENT portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. BSPGCL shall not be responsible for rejection of any bid on account of the above.

35.4 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfS.

36 Financial Bid Evaluation (Step 2)

36.1 In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the "First Round Tariff", quoted by the Bidder in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

36.2 Bid part-II (containing First Round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified as per the RfS.

36.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single "First Round Tariff" in Indian Rupee per kWh for all the Project Capacity applied for. The tariff has to be quoted in Indian Rupee per kWh up to two places of decimal only. If it is quoted with more than two digits after decimal, digits after first two decimal places shall be ignored. (For e.g. if the quoted tariff is INR 2.216, then it shall be considered as INR 2.21).

36.4 In this step, evaluation will be carried out based on the tariff quoted by Bidders.

36.5 On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s)will be at the discretion of BSPGCL. Thereafter, BSPGCL will take appropriate action as deemed fit.

36.6 If the first-round tariff quoted is same for two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.

36.7 All the Techno-Commercially and financially qualified Bidders shall be eligible for reverse auction round.

36.8 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation.

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

37 Reverse Auction (Step-3)

37.1 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).

37.2 The reverse auction for the project shall be conducted through https:/eproc2.bihar.gov.inportal on the day as intimated by BSPGCL to the eligible bidders.

37.3 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:

i. 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.

ii. 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. There is no limit for no of attempts to change/quote the bid in e-reverse auction.

iii. During reverse auction, the Bidder shall not change the total project capacity while quoting tariff during reverse auction.

38 Selection of Successful Bidders

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 (L1), for the quantum of power (in MW) offered by the Bidder in its Financial Bid.

ii. BSPGCL reserves the right to award the order also to L2 bidder, L3 bidder & so on at the Tariff quoted by the L1 bidder as approved by Hon'ble BERC till achievement of Cumulative Capacity of the entire Projects under this RFP. The L2 bidder, L3 bidder & so on will have no right for claim for award of project at any stage.

iii. 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.

iv. In case of a tie among two or more Bidders (i.e. their quoted tariff being the same after e-reverse auction), then the Bidder who quoted lower Tariff in Financial Bid shall be considered for the award. In case of a tie again among two or more Bidders, then the Bidder whose proposed project have higher capacity shall be considered for the award. In case of a tie again among two or more Bidders, then the Bidders having highest Net Worth shall be considered for the award.

39 Issuance of LoAs

After completion of evaluation process, the result/quoted L1 tariff shall be placed before Hon'ble BERC for approval and adoption of the tariff. Further to that LOI/LOA will be issued to the successful bidder whose tariff has been approved by Hon'ble BERC to sign a PPA with the procurer/DISCOMs for period of 25 years. Further, Successful Bidder(s) will deposit the regulatory fee (proportionate in case of more than one successful bidder)as required by BERC 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 the Hon'ble Commission along with stamp and relevant administrative charges required. In case of a Consortium being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium. In any case, BSPGCL's/ Procurer's/BERC's decision regarding selection of bidder through Reverse Auction or annulment of tender process shall be final and binding on all participating bidders without any financial implication on BSPHCL/

BSPGCL/ DISCOMs/ BERC.

40 Success Charges

The Selected Bidders shall have to pay Success Charges @ INR 1,00,000/MW (Indian Rupees One Lakh/MW), corresponding to the capacity awarded as per the LoA, to BSPGCL towards administrative overheads, project monitoring activities, coordination with State Authorities etc. within 30 days after issuance of LoA. The payment has to be made by the SPD in the form of DD/ NEFT/ RTGS mode. In case of modification in Contracted Capacity prior to signing of PPA, the Success Charges will be calculated based on the revised Contracted Capacity.

SECTION 6.
DEFINITIONS OF TERMS

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

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

41.2 **"AFFILIATE"** shall mean a company that, directly or indirectly,

i. Controls , or

ii. Is controlled by, or

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

41.3 **"ALMM"** shall mean the Approved List of Modules and manufacturers comprising List I (for solar PV modules) and List II (for solar PV Cells) as published and periodically updated by the **Ministry of New and Renewable Energy (MNRE)**

41.4 **"APPROPRIATE COMMISSION"** shall mean CERC/ BERC as defined in the PPA.

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

41.6 **"BIDDER"** shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require.

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

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

41.9 **"PROCURER"** shall mean an End Procurer (BSPHCL) as defined in the Guidelines, including a DISCOM/ distribution licensee (SBPDCL & NBPDCL) that requires Solar Power to fulfil its other RPO under respective RPO regulations.

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

For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, CUF= (X MWh/(Y MW*8766)) X100%.It may be noted that in the above illustration, the capacity 'Y' MW shall refer to the Contracted Capacity in terms of the PPA. The number of hours for calculation of CUF shall be 8766.

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

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

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

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

i. in the financial year in which the SCSD would occur, the Contract Year shall end on the date immediately before the SCSD and a new Contract Year shall commence once again from the SCSD and end on the immediately succeeding 31stMarch, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31stMarch, and

ii. provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the PPA.

41.15 **"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.

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

41.17 **"DAY"** shall mean calendar day.

41.18 **"DELIVERY POINT"** shall mean the grid/power substation of BSPTCL/DISCOM(SBPDCL/NBPDCL) at relevant voltage level of 33 KV or above .The metering shall be done at this point of Interconnection. All charges and losses up to the Delivery Point shall be borne by the SPD. Incentives notified under Bihar RE policy 2025 shall be applicable on SPD/Seller.

41.19 "**DISCOMs"** shall mean Distribution companies of Bihar i.e NBPDCL & SBPDCL.

41.20 **"EFFECTIVE DATE"** shall be the date of execution of PPA.

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

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

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

41.24 **“GRID CODE REGULATIONS” or “GRID CODE”** shall mean the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time& BERC (Bihar Electricity Grid Code) Notification, 2010 as amended from time to time.

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

i. a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;

ii. a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;

iii. a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

iv. a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

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

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

41.26 **“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall mean a single point, where the power from the Project(s) is injected into the identified STU Substation (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For inter connection with grid and metering, the SPDs 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.

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

41.28 **"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).

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

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

41.30 **"LETTER OF AWARD"** or **"LoA"** shall mean the letter issued by Bihar State Power Generation Company Limited (BSPGCL) to the selected Bidder for award of the Project after due approval/consent from Procurer & BERC/ Appropriate Commission.

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

41.32 **"MONTH"** shall mean calendar month.

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

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

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

41.36 **"PEAK HOURS"** shall mean the energy scheduling hours in a day as chosen by the Procurer for supply of peak power from the Project. For the purpose of scheduling, a 'day' shall commence from 00:00 hrs. and end at 24:00 hrs.

"Peak Hours" in this case, shall be during the evening from 18:00 hrs. to 24:00 hrs. out of the 24 hours of a day, to be chosen by the Buying Entity.

During these hours, the Procurer shall choose any 4 hours for off-take of power up to 200,000 kWh for each 100 MW of Contracted Capacity, on a daily basis.

However, with respect to requisition of drawl Schedule, Procurer shall comply with CERC/SERC/Indian Electricity Grid Code (as and when implemented), regulations on

Forecasting, Scheduling and Deviation Settlement, as applicable.

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

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

41.39 **“PROJECT” or “SOLAR PV POWER PROJECT” or “POWER PROJECT”** shall mean the renewable energy generation facility owned by the SPD, comprising Solar Power Generating systems, including ESS (which may be leased/tied-up from a third party), having a single or multiple point(s) of injection into the grid at Interconnection/Metering point at STU substation or in case of sharing of transmission lines, by separate injection at pooling point. Each project must also have separate control systems and metering.

The Project shall include all units/modules, auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to SECI. It may be noted that the sources of generation and ESS shall be co-located, to be considered a single Project. In case a Project is located at multiple locations, the ESS component shall be required to be co-located with at least one such component. Further, it is clarified that ESS charged using a source other than solar power would not qualify as solar power. “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;

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

41.41 **“PROJECT LOCATION”** shall mean the area identified by the SPD, comprising village(s), Block(s) / Sub-Division(s) and District(s) within the State of Bihar, where the Project is being implemented.

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

41.43 **“RfS”** or **“RfS DOCUMENT”** or **“BIDDING DOCUMENT(S)”** or **“TENDER DOOCUMENTS”** shall mean the “Request for Selection” document issued by BSPGCL including standard Power Purchase Agreement along with subsequent clarifications and amendments thereof,

41.44 **“SCHEDULED COMMENCEMENT OF SUPPLY DATE”** or **“SCSD”** shall mean the date as indicated in Clause 9 of the RfS.

41.45 **“SNA”** shall mean the State Nodal Agency BREDA in the state of Bihar for Implementation of Renewable Energy Projects as per prevailing Bihar RE Policy.

41.46 **“SELECTED BIDDER”** or **“SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA.

41.47 **“SOLAR PV PROJECT”** or **“SOLAR POWER GENERATING SYSTEM/ STATION”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion of solar energy into electricity through Photo Voltaic Technology.

41.48 **“SPD or SPDs”** shall mean the Solar Power Developer/ Developers

41.49 **“STATE TRANSMISSION UTILITY (STU)”** shall mean the Bihar State Power Transmission Company Limited (BSPTCL)

41.50 **“TOE”** shall mean Tender Opening Event.

41.51 **“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.

41.52 **“WEEK”** shall mean calendar week.

SECTION 7.

SAMPLE FORMS & FORMATS FOR BID SUBMISSION

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

Format 7.1

COVERING LETTER

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

Ref. No. __________ Date: ____________

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

Tel.#:Fax#:

E-mail address#

To,

Bihar State Power Generation Company Limited,

Vidyut Bhawan-1, 5th Floor, Bailey Road,

Patna-800001. Bihar

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

Dear Sir/ Madam,

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

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the afore said RfS (as mentioned in Format 7.8 under Disclosure) **OR** We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per Format7.8A in this regard (*strike out whichever not applicable*).

We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 75 MW, including this response to RfS.

We are submitting application for the development of Project(s) of Total capacity ________ MW

1. We give our unconditional acceptance to the RfS, dated *[Insert date in dd/mm/yyyy]* and standard PPA documents attached thereto, issued by BSPGCL. In token of our acceptance to the RfS and PPA documents along with the amendments and clarifications issued by BSPGCL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA and shall be binding on us. Further, we confirm that we will commence power supply from the full Project capacity within the deadline as per Clause 9 of the RfS.
2. Earnest Money Deposit (EMD):-(*PleasereadClause17carefullybeforefilling*)

We have enclosed EMD of INR …………. (*Insert Amount*), in the form of Bank Guarantee no…………. [*Insert bank guarantee*] dated [*Insert date of bank guarantee*] as per Format7.3A
from [*Insert name of bank providing bank guarantee issuing agency*]
and valid upto in terms of Clause No.17 of this RfS. The total bid capacity of the Solar PV Power Projects offered by us is …………. MW [*Insert cumulative capacity proposed*]. (Strike off whichever is not applicable)

3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG within due time as mentioned in Clause Nos. 18 of this RfS on issue of LoA by BSPGCL and/ or we are not able to sign PPA with BSPHCL/ DISCOMs within the timeline as stipulated in the RfS, BSPGCL shall have the right to encash the EMD submitted by us as per terms of RfS.

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

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

6. Acceptance:-

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

We also unconditionally and irrevocably agree and accept that the decision made by BSPGCL in respect of award of Capacity and in line with the provisions of the RfS, shall be binding on us.

7. Familiarity with Relevant Indian Laws & Regulations:-

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

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

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

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

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

12. We confirm that all the terms and conditions of our Bid are valid up to _______________ (*Insert date in dd/mm/yy*yy) for acceptance [i.e. a period up to the date as on 180 days from the last date of submission of response to RfS].

13. Contact Person

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

Name : ……………………………………

Designation : ……………………………………

Company : ……………………………………

Address : ……………………………………

Phone Nos. : ……………………………………

Mobile Nos. : ……………………………………

E-mail address: ……………………………………

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

Dated the______________day of_________,20….

Thanking you,

We remain,

Yours faithfully,

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

Format 7.2

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) (herein after 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 RfS No……………..

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

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

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

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

IN WITNESS WHERE OF M/s ,as the Member

Of the Consortium have executed these presents on this……….day of under the Common

Seal of our company.

For and on behalf of Consortium Member

M/s………………………….

-
(Signature of person authorized by the board)

(Name, Designation, Place &Date:)

Accepted

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

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)
Place:
Date: ---------------------

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-6, Definition of Terms of the RfS.

Format 7.3A

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)

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

Reference:……………………………….
Bank Guarantee No.: ....…
Date:...................……...

In consideration of the ____________________________________[*Insert name of the Bidder*] (herein after referred to as 'Bidder') submitting the response to RfS inter alia for Selection of Solar Power Developers for Setting up of 150 MW Solar PV Power Projects with 75 MW/300 MWh Energy Storage Systems (ESS) in the state of Bihar under Tariff-Based Competitive Bidding of the cumulative capacity of ________________________ MW[*Insert capacity quoted*] for supply of power there from on long term basis, in response to the RfS No. dated _________________issued by Bihar State Power Generation Company Limited (herein after referred to as BSPGCL) and considering such response to the RfS of[*Insert the name of the Bidder*]as per the terms of the RfS, the________________________[*Insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to BSPGCL at [*Insert Name of the Place from the address of BSPGCL*] forthwith without demur on demand in writing from BSPGCL or any Officer authorized by it in this behalf ,any amount upto and not exceeding Rupees____[In*sert amount not less than that derived in* line with Clause 17 of *the RfS*], only, on behalf of M/s ___[*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including ___________[*insert date of validity in accordance with Clause No. 17 of this RfS*] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR____________________(Indian Rupees _________________________only).Our Guarantee shall remain in force until ________________[*insert date of validity in accordance with Clause No. 17 of this RfS*]. BSPGCL shall be entitled to invoke this Guarantee till [*insert date of validity in accordance with Clause No. 17 of this RfS*].

The Guarantor Bank hereby agrees and acknowledges that the 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 not withstanding any objection by____________________[*Insert name of the Bidder*] 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 Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by BSPGCL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

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

Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to INR______________________(Indian Rupees___________________________Only) and it shall remain in force until _____________[*Date to be inserted on the basis of Clause No. 17 of this RfS*].

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___

Format 7.3C

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

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

Reference:……………………………….
Bank Guarantee No.: ....…
Date:..................……...

In consideration of the________________________[*Insert name of the Bidder*] (hereinafter referred to as‘ selected Solar Power Generator') submitting the response to RfS inter alia for ……………………………[*Insert title of the* RfS] of the capacity of……….MW, at *…………[Insert name of the place*], for supply of power there from on long term basis, in response to the RfS dated………… issued by Bihar State Power Generation Company Limited BSPGCL considering such response to the RfS 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 Project of the Solar Power Generator and issuing Letter of Award No. ____ to ____(*Insert Name of selected Solar Power Generator*) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement(PPA) to be entered into, for purchase of Power[from selected Solar Power Generator or a Project Company, M/s _{a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, the _________________[*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to BSPGCL at[*Insert Name of the Place from the address of the BSPGCL*]forth with on demand in writing from BSPGCL or any Officer authorized by it in this behalf, any amount upto and not exceeding Indian Rupees ____________[Total Value]only, on behalf of M/s __________________________________[*Insert name of the selected Solar Power Generator/ Project Company*]

This guarantee shall be valid and binding on this Bank upto 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 Solar Power Generator/ 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 Solar Power Generator/ Project Company, to make any claim against or any demand on the selected Solar Power Generator/ Project Company or to give any notice to the selected Solar Power Generator/ Project Company or to enforce any security held by BSPGCL or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Generator/ Project Company.

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

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 here in above, 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 Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee.

Format 7.4

FORMAT FOR BOARD RESOLUTIONS

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

1. RESOLVED THAT Mr/ Ms………………., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No.____________________________for_________________(insert title of the RfS), including signing and submission of all documents and providing information/ response to RfS to Bihar State Power Generation Company Limited (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 or the Lead Member of the Consortium***)

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

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

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

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

And

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

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

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

Format 7.5

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 ____ (herein after called the "**Member-2**", which expression shall include its successors, executors and permitted assigns),M/s____a Company incorporated under the laws of _____________and having its Registered Office at ___________________________________(hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfS and execution of Power Purchase Agreement (in case of award), against RfSNo. ___________________________dated________issued by Bihar State Power Generation Company Limited (BSPGCL), Patna.

WHERE AS, 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.

WHEREASBSPHCL/DISCOMs desires to purchase Power under RfS for___________________ (insert title of the RfS);

WHERE AS, BSPGCL had invited response to RfS vide its Request for Selection (RfS) dated

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by 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 RfS for self and agent for and on behalf of Member-2, Member-n and to submit the response to the RfS.
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

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

We acknowledge that after the execution of PPA, the combined shareholding in the SPV/Project Company shall not fall below51% at any time prior to 01 (one) year after the SCSD, except with the prior approval of BSPHCL/DISCOMs.

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 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 Patna 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 BSPHCL/DISCOMs in terms of the RfS.

12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by BSPHCL/DISCOMs.

13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.

14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of BSPHCL/DISCOMs.

15. This Agreement

    a) Has been duly executed and delivered on behalf of each Member here to and

Constitutes the legal, valid, binding and enforceable obligation of each such Member;

b) Sets forth the entire understanding of the Members here to 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 BSPHCL/DISCOMs.

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

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

For M/s------------------------------------ [Member1]

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

Witnesses:

1) Signature-----------------------	2) Signature---------------------
Name:	Name:
Address:	Address:

ForM/s ---------------------------------- [Member2]

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

Witnesses:

1) Signature-----------------------	2) Signature----------------------
Name:	Name:
Address:	Address:

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

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

Witnesses:

1) Signature-----------------------	(2)Signature----------------------
Name:	Name:
Address:	Address:

Signature and stamp of Notary of the place of execution

Format 7.6

FORMAT FOR FINANCIAL REQUIREMENT

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

Ref. No. ___________ Date: _____________

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

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

To
Bihar State Power Generation Company Limited
Vidyut Bhawan-1, 5th Floor, Bailey Road,
Patna-800001. Bihar

Sub:

Response to RfS No. _________________________dated ________for _____________.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs.…………..Cr.(in words) as on the last date of Financial Year 2024-25 or as on the date of the bid submission deadline (*Strike out wherever not applicable*).

This Net Worth has been calculated in accordance with instructions provided in Clause 33.1 of the RfS.

Exhibit(i): Applicable in case of Bidding Company

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

Name of Bidding Company	**Name of Affiliate(s) Whose net worth is to be considered**	**Relationship With Bidding Company***	**Net Worth (in Rs. Crore)**
Company1			

Total			

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

Exhibit(ii): Applicable in case of Bidding Consortium

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

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

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment : INR

- Crore (Equity Commitment(%)*Rs.[]Crore)

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

Name of Consortium Member Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company* (If any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company1					

Total					

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Annual Turnover Criteria, by demonstrating an Annual Turnover of INR ___________(________in words) as on the end of Financial Year 2024-25 or as on the day of bid submission deadline (choose one). (Strike out if not applicable)

Exhibit(i): Applicable in case of Bidding Company

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

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (In Rs. Crore)
Company1			
Total			

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

Exhibit(ii): Applicable in case of Bidding Consortium

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

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

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

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

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (If Any)	Annual Turnover (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Annual Turnover (in Rs. Crore)
Company1					

Total					

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the Minimum Profit Before Depreciation Interest and Taxes (PBDIT) criteria as mentioned in the RfS, by demonstrating a PBDIT of INR ___________(in words) as on the end of Financial Year 2024-25 or as on the day of the bid submission deadline. (Strike out if not applicable)

Exhibit(i): Applicable in case of Bidding Company

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

Name of Bidding Company	**Name of Affiliate(s) whose PBDIT is to be considered**	**Relationship with Bidding Company***	**PBDIT (inRs. Crore)**
Company1			
Total			

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

Exhibit(ii): Applicable in case of Bidding Consortium

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

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

PBDIT Requirement to be met by Member in Proportion to the Equity Commitment : INR----

- Crore (Equity Commitment(%)*Rs.[]Crore)

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

Name of Consortium Member Company	**Name of Affiliate(s) whose PBDIT is to be considered**	**Relationship with Bidding Company* (If Any)**	**PDBIT (in Rs. Crore)**	**Equity Commitment (in %age) in Bidding Consortium**	**Proportionate PBDIT (in Rs. Crore)**
Company1					

Total					

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

(Signature & Name of the Authorized Signatory) (Signature and Stamp of CA)

Membership No.
Regn. No. of the CA's
UDIN No.-

Firm:

Date:

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover/ PBDIT (as applicable) duly certified by the Chartered Accountant.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed incomplete form along with all the Notes to Accounts.

(iii) <u>In case of the Bidder choosing to meet the Liquidity criteria through an In-principle sanction letter, such document shall be separately submitted by the bidder as part of the bidder's Response to RfS.</u>

FORMAT 7.7

UNDERTAKING

(To be submitted on the letter head of the Bidder)

We, hereby provide this undertaking to Bihar State Power Generation Company Limited, in respect to our response to RfS vide RfS No.___________________________dated____________ ,that as on ____(Insert bid submission deadline), M/s ____(insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender.

We further undertake that as on_________________________(insert bid submission deadline),M/s____(insert name of the Bidder) & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors have not been debarred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc., or the United Nations or any of its agencies during previous Three (3) years.

(Name and Signature of the Authorized Signatory)

Format 7.8

FORMAT FOR DISCLOSURE

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

DISCLOSURE

Ref. No. __________ Date: ____________

From: ____

(Insert name and address of Bidding Company/ Lead Member of Consortium)
Tel.#:
Fax#:
E-mail address#

To

Bihar State Power Generation Company Limited
Vidyut Bhawan-1, 5th Floor, Bailey Road,
Patna-800001. Bihar

Sub: Response to RfS No. ________________dated _________for ______________.

Dear Sir/ Madam,

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

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

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

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force. We further declare that we have read the provisions of Clause 31.3 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that incase of us being selected under this RfS, any of the above certificates is found false, BSPGCL shall take appropriate action as deemed necessary.

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

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I and list II(SOLAR CELL) of the ALMM Order applicable on the date of invoicing of such modules.

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

Dated the______________day of_________, 20___.
Thanking you,
We remain,
Yours faithfully,

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

Format 7.8A

FORMAT FOR DISCLOSURE

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

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

DISCLOSURE

Ref. No. __________ Date: ____________

From:____
(Insert name and address of Bidding Company/Lead Member of Consortium) Tel. #:
Fax#:
E-mail address#

To

Bihar State Power Generation Company Limited
Vidyut Bhawan-1, 5th Floor, Bailey Road,
Patna-800001. Bihar

Sub: Response to RfS No.________________________dated __________for ______

Dear Sir/Madam,

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

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

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

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

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

We further declare that we have read the provisions of Clause 31.3 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that incase of us being selected under this RfS, any of the above certificates is found false, BSPGCL shall take appropriate action as deemed necessary.

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

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

Dated the______________day of________, 20___.

Thanking you,

We remain,

Yours faithfully,

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

<u>Annexure to Format 7.8/7.8A</u>

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES: MoF OM No 7/10/2021-PPD (1) dated 23.02.2023

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

Ref. No. ___________ Date: _____________

From:____

(Insert name and address of Bidding Company/Member of Consortium)
Tel#:
Fax#:

E-mail address#

To

Bihar State Power Generation Company Limited

Vidyut Bhawan-1, 5th Floor, Bailey Road,

Patna-800001. Bihar

Sub: Response to RfS No…………………dated for the tender for…………………………………………………

Dear Sir/Madam,

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

We are hereby submitting the following declaration in this regard:

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

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

Dated the_________day of_____,20______

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.02.2023, as referred above.

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

Format 7.9

DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP

(To be Submitted on the letterhead of the Bidder)

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

Dated the_____________day of________, 20….

Thanking you,

We remain,

Yours faithfully,

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

Format 7.11

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref. No. ___________ Date: _____________

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

____

____

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

To
Bihar State Power Generation Company Limited
Vidyut Bhawan-1, 5th Floor, Bailey Road, Vidyut Bhawan-2, 5th Floor, Bailey Road,
Patna-800001. Bihar

Sub: Response to RfS No._____________dated _________for _______________.

Dear Sir/Madam,

I/We, ________________________(*Insert Name of the Bidder*) enclose herewith the Financial Proposal for selection of my/ our firm for a capacity of ___________________MW in Bihar as Bidder for the above.

I/We agree that this offer shall remain valid for a period of 180 days from the due date of submission of the response to RfS and such further period as may be mutually agreed upon.

Dated the______________day of________,20.

Thanking you,
We remain,
Yours faithfully,

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

Notes:

1. *There can be only one tariff for capacity applied for. If any deviation, then the bid shall be considered as non- responsive.*

2. *If the Bidder submits the financial bid in the Electronic Form at BIHAR E-PROCUREMENT portal not in line with the instructions mentioned therein, then the bid shall be considered as non- responsive.*

3. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*

4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*

5. *Tariff should be in Indian Rupee up to two decimal places only.*

Format 7.12

PRELIMINARY ESTIMATE OF COST OF SOLAR PV POWER PROJECT

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

Project Capacity: ....MW
Location: ……………………….

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

Dated the_____________day of________, 20….

Thanking you,
We remain,
Yours faithfully,
Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Annexure – B

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

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

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

1. SPV MODULES

PV Modules used in the grid connected solar power projects shall comply with the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, and subsequent amendments to the same. PV Modules should have been included in the ALMM List-I as per MNRE Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration) Order, 2019, and these Solar PV modules shall be manufactured using solar cells from ALMM List-II. In addition, PV modules should meet the following standards (or subsequent revisions to the same):

All Solar PV Technologies	IS 14286 (Part 1):2023/ IEC 61215-1: 2021	Terrestrial Photovoltaic (PV) Modules – Design Qualification and Type Approval Part 1 Test Requirements
	IS/IEC 61730-1:2016	Photovoltaic (PV) Module Safety Qualification Part 1 Requirements for Construction
	IS/IEC 61730-2:2016	Photovoltaic (PV) Module Safety Qualification Part 2 Requirements for Testing
	IS/IEC 61701 : 2011	Salt Mist Corrosion Testing of Photovoltaic (PV) Modules (for corrosive and marine environments – severity level may be fixed as per needs of site)
	IS 16664 : 2018/ IEC 62716 : 2013	Photovoltaic (PV) Modules- Ammonia Corrosion Testing
Crystalline Silicon Terrestrial	IS 14286 (Part 1/Sec 1) : 2023/ IEC 61215-1-1: 2021	Terrestrial Photovoltaic (PV) Modules – Design Qualification and Type Approval: Part 1 Test Requirements: Sec 1 Special

Photovoltaic (PV) modules (Si wafer based)		requirements for testing of crystalline silicon photovoltaic (PV) modules.
	IS 17210 : Part 1 : 2019/ IEC TS 62804-1 : 2015	Photovoltaic (PV) Modules — Test Methods for the Detection of Potential-Induced Degradation Part 1 Crystalline Silicon
Thin Film Modules [CdTe, a-Si, Cu (In,Ga) (S,Se)2]	IS 14286 : Part 1 : Sec 2 : 2023 /IEC 61215-12:2021 + AMD 1:2022)	Terrestrial photovoltaic PV modules Design qualification and type approval Part 1-2: Special requirements for testing of thin-film Cadmium Telluride CdTe based photovoltaic PV modules
	IS 14286 (Part 1/Sec 3):2023 /IEC 61215-1-3 :2021 + Amd-1:2022	Terrestrial Photovoltaic (PV) Modules – Design Qualification and Type Approval Part 1 Test Requirements Section 3 Special requirements for testing of thin-film amorphous silicon based photovoltaic (PV) modules
	IS 14286 (Part 1/Sec 4): 2023/ IEC 61215-1-4: 2021 + Amd-1:2022	Terrestrial Photovoltaic (PV) Modules – Design Qualification and Type Approval Part 1 Test Requirements Section 4 Special requirements for testing of thin-film Cu (In,Ga)(S,Se)2 based photovoltaic (PV) modules
	IEC TS 62804-2:2022	Photovoltaic (PV) modules - Test methods for the detection of potential-induced degradation - Part 2: Thin-film

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

2. POWER CONDITIONERS/ INVERTERS

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

Efficiency Measurements	IS/IEC 61683: 1999
Environmental Testing	
IS/IEC 60068 : Part 2 : Sec 1 : 2007	Environmental testing - Part 2-1: Tests - Test A: Cold
IS/IEC 60068 : Part 2 : Sec 2 : 2007	Environmental testing - Part 2-2: Tests - Test B: Dry

	heat
IS/IEC 60068 : Part 2 : Sec 14 : 2023	Environmental testing - Part 2-14: Tests - Test N: Change of temperature
IS/IEC 60068 : Part 2 : Sec 30 : 2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)
Electromagnetic Compatibility (EMC)	
IS 14700-6-2 (2019) / IEC 61000-6-2 Ed. 2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments
IEC 61000-6-4 Ed.2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments
Electrical Safety	
IS 16221: Part 1: 2016/ IEC 62109-1: 2010	Safety of Power Converters for use in Photovoltaic Power Systems Part 1 General Requirements
IS 16221 (Part 2): 2015/ IEC 62109-2: 2011	Safety of Power Converters for Use in Photovoltaic Power Systems Part 2 Particular Requirements for Inverters
Anti-Islanding Protection	IS 16169: 2019/ IEC 62116: 2014
Maximum Power Point Tracking Efficiency of Grid Connected Photovoltaic Inverters	IS 17980: 2022/IEC 62891:2020

3. OTHER SUB-SYSTEMS/ COMPONENTS

Other subsystems/ components used in the SPV Power Plants (Cables, Connectors, Junction Boxes, Surge Protection Devices etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the IS 17293:2020 for service life expectancy of 25 years.

4. AUTHORIZED TEST CENTRES

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

5. WARRANTY

- PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.

- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- The Inverters/ PCUs installed in the solar power plant must have a warranty for 5 years**.**

6. IDENTIFICATION AND TRACEABILITY

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

i. Name of the manufacturer of PV Module
ii. Name of the Manufacturer of Solar cells
iii. Month and year of the manufacture (separately for solar cells and module)
iv. Country of origin (separately for solar cells and module)
v. I-V curve for the module at Standard Test Condition (1000 W/m^2, AM 1.5, 25^0C)
vi. Wattage, Im, Vm and FF for the module
vii. Unique Serial No. and Model No. of the module
viii. Date and year of obtaining IEC PV module qualification certificate
ix. Name of the test lab issuing IEC certificate
x. Other relevant information on traceability of solar cells and module as per ISO 9000

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

7. PERFORMANCE MONITORING

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

8. SAFE DISPOSAL OF SOLAR PV MODULES

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

9. CAPACITY OF SOLAR PV PROJECTS

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

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity	Maximum AC Capacity Limit at Delivery point
1	20 MW	20 MW	20 MW	20 MW

ii) Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 4.5 “Right to Contracted Capacity & Energy” of the PPA is allowed.

iii) Provisions of Article 4.7.1 of the PPA with SPD shall apply for the capacity not commissioned by the scheduled commissioning date.

If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA.

Annexure – C

INSTALLATION REPORT

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

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

Annexure – D

FORMAT FOR PROJECT PROGRESS STATUS

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

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

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

Annexure – E

TECHNICAL AND REGULATORY REQUIREMENTS TO BE FOLLOWED FOR BATTERY ENERGY STORAGE SYSTEMS

1. *Codes and Standards*

The BESS shall comply with the following Codes and Standards or equivalent Indian Standards, as applicable:

Standard/ Code (or equivalent Indian Standards)	Description	Certification Requirements
IEC 62485-2	Safety requirements for secondary batteries and battery installations - to meet requirements on safety aspects associated with the erection, use, inspection, maintenance and disposal: Applicable for Lead Acid and NiCd / NiMH batteries	Applicable only for Lead Acid and NiCd/NiMH batteries
UL 1642 or UL 1973, Appendix E (cell) or IEC 62619 (cell) + IEC 63056 (cell)	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Required for Cell
UL 1973 (battery) or (IEC 62619 (battery) + IEC 63056 (battery))	Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail (LER) Applications / Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Either UL 1642 or UL1973 or (IEC 62619 + IEC 63056) for the Battery level
IS 18237: 2023/ IEC 62281 / UN 38.3	Safety of primary and secondary lithium cells and batteries during transport: Applicable for storage systems using Lithium Ion chemistries	Required for both Battery and Cell.
IS/IEC 61850 or DNP3	Communications networks and management systems. (BESS control system communication)	
UL 9540 or (IEC TS 62933-5-1 + IEC 62933-5-2)	Electrical energy storage (EES) systems - Part 5-1: Safety considerations for grid-integrated EES systems – General specification / Standard for Energy Storage Systems and Equipment	Either UL9540 or (IEC 62933-5-1 + IEC 62933-5-2) is required for BESS system level
IS 17067 (Part 2/Sec 1) : 2019/ IEC 62933-2-1 : 2017	Electrical energy storage (EES) systems - Part 2-1: Unit Parameters and testing methods - General Specification	Tests for Class B applications: 1. Duty Cycle Round Trip Efficiency Test 2. Equipment and Basic Function Test 3. Available energy Test 4. Insulation test

Power Conditioning Unit Standards for BESS	
IEC 62477-1	Safety requirements for power electronic converter systems and equipment - Part 1: General
IEC 62477-2	Safety requirements for power electronic converter systems and equipment - Part 2: Power electronic converters from 1000 V AC or 1500 V DC up to 36 kV AC or 54 kV DC
IS 14700-6-2(2019)/ IEC 61000-6-2 Ed.2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments
IEC 61000-6-4 Ed.2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments
IS 16169:2019/ IEC 62116 Ed. 2	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures
IS/IEC 60068: Part 2: Sec 1: 2007	Environmental testing - Part 2-1: Tests - Test A: Cold
IS/IEC 60068: Part 2: Sec 2: 2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat
IS/IEC 60068: Part 2: Sec 14: 2023	Environmental testing - Part 2-14: Tests - Test N: Change of temperature
IS/IEC 60068: Part 2: Sec 30: 2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)

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

The Battery Energy Storage System:

a) shall follow the relevant CEA/CEIG Standards and CERC/SERC Regulations
b) shall be responsible for complying with the "First Time Energization" procedure available at Grid India website as per the IEGC Regulations 2023 (If applicable).

Further, CEA Technical Standards for Connectivity to the Grid, Regulations 2007, Part-1 (General), Standards and Codes for Practice, mentions the following:

"

(2) *The equipment including overhead lines and cables shall comply with the relevant Indian Standards, British Standard (BS), or International Electrotechnical Commission (IEC) Standard, or American National Standards Institute (ANSI) or any other equivalent International Standard:*

Provided that whenever an International Standard or International Electro technical Commission Standard is followed, necessary corrections or modifications shall be made for nominal system frequency, nominal system voltage, ambient temperature, humidity and other conditions prevailing in India before actual adoption of the said Standard.

(3) *The effects of wind, storms, floods, lightening, elevation,* ***temperature extremes****, icing, contamination, pollution and earthquakes must be considered in the design and operation of the connected facilities."*

The BESS, therefore, shall be designed keeping in view the ambient temperature and weather conditions prevailing at site i.e. The BESS shall be able to deliver rated performance at the extreme temperature and weather conditions at site where it is deployed.

In this regard, the procedure notified by CEA on 8^{th} April 2024 for assessment of the *"Design Temperature for RE Plants in compliance to CEA (Technical Standards for Connectivity to the Grid) Regulations"* shall be followed. Same is available at: https://cea.nic.in/whats-new/?lang=en

2. ***Safe Disposal of unit Batteries from the BESS***

The Developer will comply with the requirements under Hazardous & other Waste(Management and Trans boundary Movement) Rules, 2016, as amended from time to time, as applicable. The BESSD shall ensure that all Unit Battery modules from the 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, 2016" notified by the Government and as revised and amended from time to time and Battery Waste Management Rules, as and when notified by the Government of India.