



**REQUEST FOR SELECTION(RfS)**

**FOR**

**Selection of RE Power Developer for  
setting up of 15 MW solar PV power plant with 7MW/14 MWH BESS  
on Railway land at Butibori, Nagpur, Maharashtra  
under Tariff Based Competitive Bidding  
(No: REMCL/Rly/Storage/2021dt. 30.05.2021)**

**By**

**REMC Ltd.**

**(A Joint Venture (JV) company of Ministry of Railways and RITES Ltd)**

**For & on behalf of**

**Ministry of Railways  
Government of India**

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## **1 A: Disclaimer**

1. Though adequate care has been taken while preparing the RfS document. The Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. A stakeholder consultation with the project developers will be organized to discuss and deliberate the RfS document at REMC Ltd. Office.
2. REMC Ltd./Indian Railways (Railways) reserves the right to modify, amend or supplement this RfS document including all formats and Annexure.
3. While this RfS has been prepared in good faith, neither REMC Ltd. /Railways nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS, even if any loss or damage is caused by any act or omission on their part.
4. The information contained in this Request for Selection document (the "RfS") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Railways or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RfS and such other terms and conditions subject to which such information is provided.
5. This RfS is not an agreement and is neither an offer nor invitation by the REMC Ltd. /Railways 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 making their financial offers (Bids) pursuant to this RfS. This RfS includes statements, which reflect various assumptions and assessments arrived at by the REMC Ltd. /Railways in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RfS may

not be appropriate for all persons, and it is not possible for the Railways, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RfS. The assumptions, assessments, statements, and information contained in the Bidding Documents, especially the [Feasibility Report], 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, statements, and information contained in this RfS and obtain independent advice from appropriate sources.

6. Information provided in this RfS to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Railways accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
7. The REMC Ltd. /Railways, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RfS or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RfS and any assessment, assumption, statement or information contained therein or deemed to form part of this RfS or arising in any way for participation in this Bid Stage.
8. The REMC Ltd./Railways also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RfS.
9. The REMC Ltd./Railways may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RfS.
10. The issue of this RfS does not imply that the Railways is bound to select a Bidder or to appoint the Selected Bidder or SPD, as the case may be,

for the Project and the Railways reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

## B: Bid Information Sheet

The brief details of the RfS are as under:

<b>Document Description</b>	For Selection of RE Power Developer for setting up of 15 MW solar PV power plant with 7 MW / 14 MWH BESS at Railway land at Butibori, Nagpur, Maharashtra under Tariff Based Competitive Bidding
<b>Bid document No. &amp; Date</b>	REMCL/Rly/Storage/2021 Date 30.05.2021
<b>Broad Scope</b>	<ul style="list-style-type: none"> <li>• Bidder shall install PV power plant coupled with stated capacity of battery storage to supply power to grid in the planned manner</li> <li>• The power from the plant shall be used by IR anywhere in the state as it deems necessary.</li> <li>• The developer shall be selected through this RfS and 25 years PPA shall be signed with the developer to supply energy at discovered and accepted tariff</li> </ul>
<b>Date of commencement of downloading of Bid document</b>	As per information provided in ETS portal
<b>Pre-bid Conference/ Clarification Meeting</b>	As per the NIT on ISN-ETS Portal (online / in the office of REMC Ltd.)
<b>Last date &amp; Time for</b> a) <b>Online Submission of Response to RfS</b> and b)	As per the NIT on ISN-ETS Portal

<b>Submission of all documents physically at REMC Ltd. office</b>	
<b>Online Bid Opening (Techno-Commercial)</b>	As per the NIT on ISN-ETS Portal, <a href="https://www.bharat-electronictender.com">_ (https://www.bharat-electronictender.com)</a>
<b>Financial Bid Opening</b>	Prior to start of Reverse Auction
<b>Reverse Auction</b>	Will be informed to eligible bidders
<b>Date and Time for start of Reverse Auction</b>	To be intimated by email
<b>Cost of Bid Document (non-refundable)</b>	Rs.29,500/- (inclusive of GST) to be submitted either through NEFT/RTGS transfer in the account of REMC Ltd., (Axis Bank A/c no.913020000871191 IFSC Code- UTIB0000131, Branch- DLF, GURGAON) or in the form of DD/Pay Order, along with the response to Bid document in favor of "REMC Ltd.", payable at Gurgaon.
<b>Bid Processing Charge</b>	Selected developer to whom REMC Ltd. shall issue LOI, shall have to pay Bid Processing Charges @ Rs. 1.5 Lakhs / MW (inclusive of GST) of awarded capacity to be submitted either through NEFT/RTGS transfer in the account of REMC Ltd., (Axis Bank A/c no.913020000871191 IFSC Code- UTIB0000131, Branch- DLF, GURGAON) or in the form of DD/Pay Order, along with the response to Bid document in favor of "REMC Ltd.", payable at Gurgaon.
<b>Bid Security</b>	Bid Security @ Rs. 4 Lakh / MW is to be submitted in the form of Bank Guarantee along with the Response to



	RfS.
<b>Name, Designation, Address, and other details (For Submission of Response to RfS)</b>	CEO REMC Ltd., Ground Floor, Central Wing, RITES Bhawan, Plot No. 1, Sector-29, Gurgaon –122001
<b>Details of persons to be contacted in case of any assistance required</b>	Sh. Rupesh Kumar- General Manager /REMCL Sh. Abhishek - Sr. DGM/REMCL Sh. Prashant Singh- AM/REMCL Sh. Ganesh Jee - Engineer/REMCL Mob: 9555042173 Ph- 0124-2818752,748 Email: <a href="mailto:remcl@rites.com">remcl@rites.com</a> & <a href="mailto:remclganesh@gmail.com">remclganesh@gmail.com</a>
<b>Important Note :</b> Prospective Project Developers are requested to remain updated for any notices/ amendments/ clarifications etc. to the bid document through the websites ( <a href="https://www.bharat-electronictender.com">https://www.bharat-electronictender.com</a> ) No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification/amendments/clarifications etc. shall be updated only on ( <a href="https://www.bharat-electronictender.com">https://www.bharat-electronictender.com</a> ) website.	

1. Bids must be submitted strictly in accordance with the instructions provided in the RfS document.
2. Bidder(s) are advised to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
3. Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its amendment (s) if any from ISN-ETS Portal (<https://www.bharat-electronictender.com>) website and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
4. Clarification(s)/ Corrigendum(s) if any shall also be available on above

referred website.

5. Prospective Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the website <https://www.bharat-electronictender.com>. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on <https://www.bharat-electronictender.com>.

## C: Definitions

1. **"ACT"** or **"ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments, and substitution from time to time;
2. **"AFFILIATE"** shall mean a company that, directly or indirectly,
  - i. controls, or
  - ii. is controlled by, or
  - iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors;
3. **"APPROPRIATE COMMISSION"** shall mean as defined in the PPA;
4. **"Associate"** means with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.
5. **"Authorization letter"** shall mean the letter issued by REMC Ltd. to the successful Bidder authorizing him to construct foundations and erect the Solar Power Plant on full or part of the said land.
6. **"AVAILABILITY"**: shall mean as defined in the PPA;
7. **"Awarded Capacity"** shall mean the capacity in MW proposed to be awarded by REMC Ltd. to the successful Bidder through this bidding process as per terms and conditions specified therein;
8. **"Bid Due Date"** As defined in Sr. No. 5 of Clause 1.13 – Schedule of Bidding Process.
9. **"B.I.S"** shall mean specifications of Bureau of Indian Standards (BIS).
10. **"Bids"** shall mean the Techno-Commercial Bid submitted by the Bidder along with all documents / credentials / attachment's annexure etc., in response to this RfS, in accordance with the terms and conditions hereof.
11. **"Bidder/ Bidding Company"** shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company/ including its successors, executors and permitted assigns as the context may require".
12. **"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

13. **“Bid Security”** shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid.
14. **“Bid Capacity”** shall mean capacity offered by the bidder in his Bid under invitation.
15. **“Bid Deadline”** shall mean the last date and time for submission of Bid as specified in RfS document.
16. **“Bidding Documents”** As defined in Clause 1.12.
17. **“Bidding Process”** As defined in Clause 1.
18. **“CEA”** shall mean Central Electricity Authority.
19. **Not used**
20. **“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.
21. **“Competent Authority”** shall mean Chief Executive Officer (CEO) of REMC Ltd., himself and/or a person or group of persons nominated by CEO/REMC Ltd. for the mentioned purpose herein.
22. **“Commissioning”**: means successful operation of the Project / Works by the Developer, for the purpose of carrying out Performance Test(s) as defined in Bid document or as per requirement of Applicable Commission/ Agency/ Railways.  
The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into TSS / STU, in line with the Commissioning procedures defined in the Bid document;
23. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
24. **“Contracted capacity”** shall mean PV plant capacity (in MW), which is coupled with BESS capacity (in MW and MWH) contracted with Nodal Railway for supply by the SPD to Nodal Railway at interconnection/ delivery point from the Solar Power Project.
25. **“Conflict of Interest”** a group of entities (the “Consortium”), coming together to implement the Project.
26. **“Capacity Utilization Factor (CUF)”** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time;

For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity,  $CUF = ((X \text{ MWh} / (Y \text{ MW} \times 8766)) \times 100\%$

27. **“COMMERCIAL OPERATION DATE (COD)”** shall mean the date as defined in Clause no. 1.6, Section-1, Information to Bidders (ITB) of Bid document;
28. **“CONTRACT YEAR”** shall mean the period beginning from the Effective Date and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:
- (a) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
- (b) Provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;
29. **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid-up share capital in the Company/ Consortium;
30. **“CENTRAL TRANSMISSION UTILITY (CTU)”** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003;
31. **“Consortium”** a group of entities (the “Consortium”), coming together to implement the Project.
32. **“DAY”** shall mean calendar day;
33. **“DBFOT”** shall mean Design, Built, Finance, Operate and Transfer
34. **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in Section 2 of the RfS
35. **“Estimated Project Cost”** as defined in PPA.
36. **“EFFECTIVE DATE”** shall be as defined in the Power Purchase Agreement (PPA) executed by both the parties.
37. **“BATTERY ENERGY STORAGE SYSTEMS”** or **“BESS”** shall mean the system(s) installed in addition to the RE power capacity as part of the Project, that can capture energy produced at one time for use at a later time

- 38. “EQUITY”** means the sum expressed in Indian Rupees representing the paid-up equity share capital of the Concessionaire for meeting the equity component of the Total Project Cost, and for the purposes of this Agreement shall include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Company, and any interest-free funds advanced by any shareholder of the Company for meeting such equity component;
- 39. “FINANCIAL CLOSURE” or “PROJECT FINANCING ARRANGEMENTS”** means arrangement of necessary funds by the Solar Power Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance;
- 40. “Financial Criteria”** As defined in Clause 2.C of RfS.
- 41. “Government”** shall mean Government of India
- 42. “GROUP COMPANY”** of a Company means
- (a)** a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
  - (b)** a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or
  - (c)** a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or
  - (d)** a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
  - (e)** a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;

Provided that a financial institution, scheduled bank, foreign institutional investor, Non- Banking Financial Company, and any mutual fund, pension funds and

sovereign funds shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project

**43. "GUIDELINES"** shall mean the "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Solar PV Power Projects" issued by the Ministry of Power vide Resolution dated 03.08.2017 along with all amendments;

**44. "IEC"** shall mean specifications of International Electro-technical Commission.

**45. "INTER-CONNECTION POINT/ METERING POINT/DELIVERY POINT"**

Shall mean the point at appropriate voltage level, where the power from the Solar Power Project is injected into the identified TSS / InSTS (STU) (including the dedicated transmission line connecting the Project with the substation system) as specified in the Bid document. Metering shall be done at this interconnection point where the power is injected into TSS / STU. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC / SERC Regulations, Grid Code, Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time and Indian Railway specifications at TSS.

**46. Not Used;**

**47. Not Used**

**48. "MWp"** shall mean Mega-Watt-Peak

**49. "MW"** shall mean Mega-Watt

**50. "MWh/MWH"** shall mean Mega-Watt-hour.

**51. "kWh"** shall mean Kilo-Watt-hour.

**52. "Lead Member"** means a member nominated by the Consortium who shall have an equity share holding of at least 26% (twenty-six per cent) of the paid up and subscribed equity of the SPV.

**53. "LETTER OF INTENT" or "LOI"** shall mean the letter issued by REMC Ltd to the selected Bidder for award of the Project advising submission of REMC Ltd. bid processing charges.

**54. "LLC"** shall mean Limited Liability Company;

**55. "LOA"** shall mean Letter of Award.

**56. "MNRE"** shall mean Ministry of New and Renewable Energy, Government of India

57. **“Member”** means Member of a Consortium
58. **“MONTH”** shall mean calendar month;
59. **“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the Companies Act, 2013
60. **“NR”** means the Nodal Railway which shall also means Nodal Zonal Railway.
61. **“O&M”** shall mean Operation & Comprehensive Maintenance of Solar PV System
62. **“Power Purchase Agreement (PPA) or Agreement”** means an Agreement executed hereof between Railways and SPD, including the schedules, amendments, modifications and supplements made in writing by the Parties from time to time; This is supplemented along with the RfS document.
63. **“PPP model”** shall mean where the bidders intend to take a site owned by Railways on mutually agreed terms and conditions from Railways and enter into the PPA with Railways for supply of Solar power for 25 years from the date of Commissioning of project as per the guidelines issued by Ministry of Finance (MoF) as per letter no. F.No. 1/4/2005-PPP dt: 23.01.2006.
64. **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Company Act, 2013;
65. **“PARENT COMPANY”** shall mean a Company, which holds not more than 50% voting rights and paid-up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;
66. **“POWER PROJECT”** or **“SOLAR POWER PROJECT”** or **“PROJECT”** or **“Solar Project”** shall mean the solar power generation facility along with BESS having point of injection into the grid at Inter-connection/ Delivery/ Metering Point. The Project and/or Package(s) shall include all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, transformers, dedicated transmission line up to the Delivery / Interconnection 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 Railways;
67. **“Project Capacity”** shall mean the PV plant AC capacity in MW, in combination with required BESS capacity in MW and MWH, at the delivery / interconnection point that can be scheduled on which the Power Purchase Agreement shall be



signed;

68. **“PU”** means Railway’s Production Units (PUs).
69. **“Project Commissioning”**: Same as “Commissioning” (Refer definition 22 of this RfS).
70. **“Qualified Bidder”** shall mean the Bidder (s) who, after evaluation of their Techno Commercial Bid as per Clause 3.3 of RfS stand qualified for opening of Financial proposal.
71. **“Indian Railways/ Railways/ Nodal Railways/ Zone/Zonal Railways/Railway Training Institutes”**: Shall means Zonal Railways covering the entire geographical area under that Zone as per the Railway Act 1989 as amended from time to time. The words “Zonal Railways” and “Railways” have been used interchangeably in RfS & PPA. **“Railway Traction System”** shall mean 220 kV/ 132 kV/ 110 kV / 66 kV / 25 kV/ Railway transmission line / Traction Sub Station (TSS).
72. **“Re. or Rs. or INR”** means Indian Rupee.
73. **“RfS”** shall mean Request for Selection / tender / bid document.
74. **“Reverse Auction”** as described in clause no.1.16.4 of this document.
75. **“REMC Ltd.”** shall mean REMC Ltd..
76. **“STU”** shall mean State Transmission Utility.
77. **“SPD/DEVELOPER/CONTRACTOR”** shall mean **Solar Power Developer**, a Corporate Entity and Company incorporated by the bidder as per Indian Laws in accordance with Companies Act, 1956 or Companies Act 2013, selected as successful bidder as an outcome of tendering process declared by REMC Ltd..
78. **“SPV”** shall mean Special Purpose Vehicle as defined in Clause 2.1 (A) of RfS.
79. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act 2013 or under the provisions of any other applicable governing law.
80. **“Successful Bidder(s)/Contractor/Project Developers(s)/SPD”** shall mean the Bidder(s) selected by REMC Ltd. pursuant to this RfS, for Implementation of Solar PV System with BESS as per the terms of the bid document (RfS/PPA), and to whom a LOA has been issued by REMC Ltd..
81. **“SNA”** shall mean State Nodal Agency.
82. **“SUPPLY HOURS” or “ENERGY SUPPLY HOURS”** shall mean the hours identified in a 24-hour period for supply of renewable power to NODAL RAILWAY,