

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

- 5.2 The evaluation of bids shall be carried out as described in Section-5 of RfS. The methodology for Allocation of Projects is elaborated in Section-5 of RfS.
- 5.3 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 Project capacity of 500 MWh each shall be located in the vicinity of Fatehgarh-III Substations of the ISTS network, in the State of Rajasthan. Land identification and allocation for the Projects will be under scope of the Transmission licensee owning the identified substation. Land will be provided on lease/right-to use basis to the BESSD through suitable agreement with the Transmission licensee, and the same shall be facilitated by SECI. Project land details are enclosed herewith at Annexure-E.
- 6.2 The above land area will be handed over to the BESSD within 60 days from Effective Date of the BESPA. In case of any delay in providing clear possession of the identified land to the BESSD, the Financial Closure and Commissioning milestones will be suitably extended.

7 Connectivity with the Grid

- 7.1 The Project should be designed for interconnection with the ISTS in accordance with the prevailing CERC regulations in this regard. For interconnection with the grid and metering, the BESSD 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 Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage for interconnection at the ISTS shall be 220 kV. BESSD shall also comply with the requirements mentioned in the First Time Charing (FTC) document available on the POSOCO website.
- 7.2 The Project shall be interconnected to the 400/220 kV Fatehgarh-III ISTS Substation in Rajasthan. Necessary applications for grant of connectivity will be required to be made by the BESSD. All the requisite costs associated with obtaining connectivity shall be borne by the BESSD.

***Important Notes:**

- (i) For any clarifications on the above, bidders may contact the CTU in this regard. Regarding availability of connectivity at the substation, data as made available by CTU shall be final and binding.

- (ii) Bidders must make note of the information pertaining to bay availability at the substation.
- (iii) Tentative coordinates of the ISTS Interconnection Point may be obtained from the CTU.

7.3 The maintenance of Transmission system up to the interconnection point shall be responsibility of the BESSD, to be undertaken entirely at its cost and expense. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the BESSD. For transmission of power during charging/discharging of the BESS, ISTS transmission charges and losses applicable as per the regulations, will be borne by the Buying Entity. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by the Buying Entities. Arrangements shall be put in place prior to commissioning of project as regards the methodology for billing these expenses directly to the Buying Entities. Applicability of ISTS charges and losses on charging and discharging power shall be governed as per the extant regulations.

7.4 Metering arrangement of each project shall have to be adhered to in line with relevant clause of the BESP. The two Projects can be connected to a common pooling substation from which the pooled power can be transferred to the ISTS substation through a common transmission line, subject to the following conditions:

- a. Acceptance of such an arrangement by CTU/ RLDC.
- b. Energy transaction from each Project will be recorded separately and jointly signed by respective BESSDs along with the Buying Entity and copies of the same will be submitted to SECI for records and further use.
- c. The energy accounts are divided and clearly demarcated for the power supplied by/to the Projects and are issued by the STU/SLDC/RLDC concerned.
- d. In case of Pooling substation, losses in the transmission line between the Pooling substation and the ISTS substation, shall be apportioned among the BESSDs who share such a Pooling arrangement, based on their monthly energy transaction.
- e. In case the common transmission line remains within the ISTS substation, the same may be under scope of the BESSD.

7.5 The BESSD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable. The scheduling of the power to/from the project as per the applicable regulation shall be decided by the buying entity. However, any DSM penalties due to violation of the schedule of charging or discharging of the BESS at BESS end shall be on account of the BESSD. In order to remove potential discrepancies and ambiguities, the BESSDs are hereby instructed that, as part of scheduling of power to/from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the

Buying Entity, as per the Regulations in force, under intimation to SECI. SECI may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on SECI. The BESSD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

- 7.6 Any DSM penalties while scheduling power for charging and offtake of power while discharging at off-taker end will be in the scope of buying entity.
- 7.7 Reactive power charges shall be on account of the Buying Entity during charging and discharging, as per CERC/SERC regulations.
- 7.8 The BESSD shall be required to follow the Revised Procedure for Grant of connectivity as issued by CERC on 20.02.2021 as well as other Regulations issued by CERC/CEA as amended from time to time and amended from time to time. The BESSDs will be required to apply for connectivity at the identified substation within 30 days of issuance of LoAs, and shall furnish copies of the application as well as granted connectivity, to SECI at the earliest. In case the BESSD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the BESSD to SECI. At least 30 days prior to the proposed commissioning date, the BESSD shall be required to submit the Connection Agreement signed with the CTU.
- 7.9 The BESSD shall be responsible for applying for and obtaining the Long-Term Access (LTA) for the Project. However, in case of modification in the applicable regulations and implementation of General Network Access (GNA) Rules subsequently, in case the GNA Rules are applicable on the Projects under this tender, obtaining Grid Access shall be the responsibility of the entity as per the prevalent GNA rules.

8 Performance Criteria of the Project

8.1 Project performance parameters

- a. The Contracted Capacity of the Project shall be in terms of “MW”. SECI’s obligation shall be for off-take of **60%** of the Contracted Capacity and energy and utilization of remaining **40%** capacity is to be managed by the Developer. It is however, clarified that the total Project capacity will be different from the Contracted Capacity under this RfS. Contracted Capacity will be equal to 60% of the Project Capacity set up under the BESPA, which will be off taken by SECI.
- b. For example, for a Project Capacity of 250 MW/500 MWh, Contracted Capacity shall be 150 MW/300 MWh under the BESPA. Accordingly, for the Contracted Capacity of 150 MW, the BESPA shall entitle the off-taker to schedule discharge upto 300 MWh of energy from the BESS in each cycle, subject to the following:
- i. The Buying Entity will schedule charging of the BESS with equal amount of energy plus energy expected to be lost as conversion losses (determined from the guaranteed Round-Trip Efficiency (RtE) of the system).

Illustration: For a Contracted Capacity of 150 MW/300 MWh, assuming an RtE of 97.5%, Buying entity shall supply charging power to the tune of 307.7 MWh, to expect a discharge of 300 MWh as per the desired schedule.

- ii. Minimum energy scheduled for discharge in a given cycle during a year shall be more than or equal to the Min. Dispatchable Energy Capacity at the End of Year as specified elsewhere under in this Clause.
- c. With respect to the capacity which SECI is obligated to off-take, 30% of the total Project Capacity, i.e. 300 MW/600 MWh out of the cumulative capacity of 500 MW/1000 MWh, or 75 MW/150 MWh out of each Project capacity of 250 MW/500 MWh, shall be utilized for Ancillary Services by NLDC, POSOCO, with SECI being the intermediary. The BESS shall adhere to the specifications and performance requirements laid out in Annexure-A of the RfS in this regard.
- d. Power rating of a 500 MWh (250 MW x 2 hrs) BESS will be 250 MW, i.e., the maximum value of the active Output and Input Power at the Delivery Point. The Energy rating of 500 MWh of the system will be the dispatchable capacity at COD of the system, as measured at the Metering Point. Terms and definitions of terminologies related to BESS shall be as defined in IEC 62933-2-1.
- e. The BESSD shall make the BESS available for 2 operational cycles per day, i.e. 2 complete charge-discharge cycles per day. Following provisions shall be applicable on the Contracted Capacity guaranteed to be off-taken by SECI:
 - i. The procurement shall be in power (MW) terms. The BESSD shall install, operate and maintain the BESS to offer facility to the Buying Entity to charge and discharge the BESS on an “on demand” basis. The BESSD shall guarantee a **minimum system availability of 95%** on annual basis. The BESSD shall pay the liquidated damages for such shortfall and shall duly pay such damages to SECI to enable SECI to remit the amount to Buying Entity(ies) under BESSA. Amount of such liquidated damages shall be twice the Capacity Charges for the capacity not made available.
 - ii. Availability of the Project shall mean the ability of the BESS to execute a function i.e. charging or discharging, when called upon to do so, as per the schedule or signal provided by the off-taker, subject to the minimum system ratings specified herein. In addition, the BESSD shall also demonstrate, on monthly basis, 100% of the minimum dispatchable Capacity of the BESS as required under Clause 8.1.e.iv below.

For a given BESPA, the Annual availability guarantee shall commence from the date of commissioning of the system and shall be calculated as below:

Annual System Availability = Mean of the System availabilities of all time-blocks during the year in which the off-taker has scheduled power for charging/discharging the BESS.

where,

System Availability in a time-block=

$$\frac{\text{Actual Injection/Drawal } MU_i(A)}{\text{Scheduled Injection/Drawal } MU_i(B)}$$

where

- a) i refers to the ith time-block in the year where Scheduled Injection/Drawal $MU_i \neq 0$.
 - b) Actual Injection/Drawal MU_i is the Energy Scheduled for Charging/Discharging in the ith timeblock, in MUs
 - c) Scheduled Injection/Drawal MU_i is the Energy Scheduled for Charging/Discharging in the ith timeblock, in MUs
 - d) A and B shall be as per the DSM/UI Reports published by the Regional RPCs or measurement at the Main ABT Meter at the Point of Interconnection.
- iii. The BESSD shall guarantee AC to AC **roundtrip efficiency (RtE)** of system on monthly basis. The BESSD shall be liable for Liquidated Damages to the off-taker, if any, on account of excess conversion losses, based on the following conditions:
- (a) For $RtE < 70\%$, there shall be a liquidated damage @ APPC charge of previous financial year of the Discoms of excess conversion losses considering system $RtE = 85\%$ and tariff payment for the corresponding month shall not be made to the BESSD;
 - (b) For $70\% \leq RtE < 85\%$, there shall be a liquidated damage levied @ Rs. 2 per unit of excess conversion losses considering system $RtE = 85\%$.

System Roundtrip Efficiency =

$$\frac{\text{Sum Total of Actual Injection/Discharging } MUs_j \text{ in a month } (C)}{\text{Sum Total of Actual Drawal/Charging } MUs_j \text{ in a month } (D)}$$

Where,

j refers to the jth month in a year;

$D \neq 0$;

$D \leq 2 \times E_{\text{bess}} \times (MD_{n-1} - (MD_{n-1} - MD_n) \times j/12) / RtE_g$;

E_{bess} refers to Energy Rating specified in Clause 8.1.b. above;

MD_{n-1} refers to minimum guaranteed dispatchable energy at the end of the previous year (as a % of Capacity at the COD specified in Clause 8.1.e.iv. below);

MD_n refers to minimum guaranteed dispatchable energy at the end of the current year;

RtE_g refers to the guaranteed Round-Trip Efficiency under the BESPA;

C and D shall be as per the DSM/UI Reports published by the Regional RPCs or measurement at the Main ABT Meter at the Point of Interconnection.

Note:

- The Scheduled capacity shall be subject to the System Power Rating specified in Clause 8.1.a. above.
 - The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS.
- iv. Taking into consideration capacity degradation, the minimum dispatchable energy to be made available by the BESSD at the end of a given year shall be as follows:

Year	Min. Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/COD)
1	97.5%
2	95.0%
3	92.5%
4	90.0%
5	87.5%
6	85.0%
7	82.5%
8	80.0%
9	77.5%
10	75.0%
11	72.5%
12	70.0%

- v. The nameplate ratings shall be achievable during discharge for the full range of environmental conditions at the project site when the battery is fully charged. In any case, the BESS shall be capable of being discharged at reduced power levels from that specified above. However, the energy discharged from the battery shall not require to be greater than the nameplate watt-hour rating specified herein.
- vi. The Buying Entity shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the BESSD through SECI for despatch of electricity to the Grid during such period and in such volume as it may specify in its instructions. The BESSD shall clearly specify the maximum recovery times required to restore the BESS for functional availability between duty cycles. However, in no case, the same shall be more than 1 hour.
- vii. Operational Window: Operational Window shall mean the expected hours/duration of system (capacity) availability on each day during the term of the Contract, excluding:
- a. Maximum BESS recovery time as specified in this document
 - b. Grid Outages (duly certified to this effect by the Grid Operator)

- c. Planned Maintenance Outage duly informed by the BESSD to the off-taker with at least one month's prior notice, subject to total no. of planned outage period being not more than 200 hours in the year.

For operational purposes, Operational Window may be decided as mutually agreed between the BESSD and the off-taker. It is clarified that discharge of BESS shall take place subject to the transmission constraints at the ISTS-substation.

- viii. In addition to above, the BESSD shall also submit Available energy Test Report as per IEC 62933-2-1 on Annual basis.
- ix. It shall be the responsibility of the BESSD to make periodic replacements/replenishments of system capacities (to ensure annual guaranteed system ratings), if and when required, up to the Term of the Contract. Outage time as a result of replacement will also be counted as an “Accountable BESS Outage” for the purpose of computing BESS Availability.
- f. Pursuant to the provisions above, the BESSD shall plan the despatch of electricity and convey its availability for scheduling thereof by the SLDC or RLDC, as the case may be, and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003. The BESSD shall adhere to all the technical requirements as brought out in Annexure-A of the RfS. The BESS shall conform to all the applicable CEA and CERC Standards for connectivity, metering, communication with the grid operators, etc

8.2 Shortfall in meeting Performance Criteria

Following provisions shall be applicable on the Contracted Capacity guaranteed to be offtaken by SECI:

Subsequent to COD of full Project Capacity, in case the annual Availability demonstrated by the BESSD is less than the minimum as specified above, such shortfall in performance shall make the BESSD liable to pay the liquidated damages provided in the BESSA as payable by SECI to Buying Entity(ies) and shall duly pay such damages to SECI to enable SECI to remit the amount to Buying Entity(ies).

Liquidated damages on account of shortfall in meeting the performance criteria will be computed as follows:

$$\text{Liquidated damages} = (A - B) \times C \times D \times n \times 2$$

where,

A is Guaranteed Annual Availability as per Clause 8.1.e.i. above;

B is Actual Annual System Availability, as calculated as per Clause 8.1.e.ii. above;

C is BESS Power Capacity;

D is Capacity Charges/MW/month as discovered through bidding process;

n is the no. of months.

In case the BESSD fails to meet the monthly RtE demonstration as per Clause 8.1.e.iii above, additional Liquidated Damages for the unavailability of the required minimum RtE shall be applicable for the entire month.

However, this damage shall not be applicable in events of Force Majeure identified under the BESPA with SECI, affecting the availability of the system. An illustration to this effect is enclosed at Annexure-D.

9 Commissioning of Projects

The Commissioning of the Project shall be carried out by the BESSD in line with the procedure as per the BESPA. SECI may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by SECI after successful commissioning. The BESSD shall obtain necessary safety clearances from the Central Electricity Authority/CEIG prior to commissioning of the Project.

9.1 Part Commissioning

Part commissioning of the Project, without imposition of any liquidated damages in terms of the BESPA, shall be accepted by SECI subject to the condition that the minimum part commissioning capacity for the 1st part will be 50 MW. The total number of instalments in which a Project can be commissioned will be not more than 3, i.e., 1st initial instalment of 50 MW and 2 subsequent instalments.

However, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the BESPA will remain in force for a period as per Clause 21.3 of the RfS.

9.2 Commissioning Schedule and Liquidated Damages Not Amounting to Penalty for Delay in Commissioning

- a. The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 18 months from the Effective Date of BESPA (for e.g. if Effective Date of the BESPA is 05.07.2022, then SCD shall be 05.01.2024).
- b. The maximum time period allowed for commissioning of the full Project Capacity with applicable liquidated damages, shall be limited to the date as on 9 months from the SCD or the extended SCD (if applicable).
- c. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 9.2.b. above, as part of the liquidated damages, the total PBG/POI amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of a Project Capacity of 250 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: $PBG \text{ amount} \times (100/250) \times (18/180)$. For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.

- d. As an alternative to the above encashment of PBG/POI, the BESSD may choose to make a payment of the amount corresponding to the liquidated damages, directly to SECI. The BESSD shall intimate to SECI, its chosen alternative out of the two options, within 3 business days of intimation of the liquidated damages to the Developer, as calculated by SECI. In case no response is received from the BESSD until the lapse of the above deadline, SECI shall encash the PBG/POI for the amount as per the liquidated damages. In case the Developer chooses to make necessary payments in lieu of the liquidated damages, the said payment shall be credited to SECI's account through NEFT payment, no later than 5 business days from the above intimation by the BESSD. In case of non-payment by the developer within the above deadline, the PBG will be encashed by SECI on the next business day.
- e. In case Commissioning of the Project is delayed beyond the date as per Clause 9.2.b above, the BESPA capacity shall stand reduced/amended to the Project Capacity commissioned and the BESPA for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity.
- f. It is clarified that for the purpose of commissioning, the Project Capacity shall refer to the rated capacity of the Energy Storage System as declared by the BESSD in the BESPA. Any reduction in the Project Capacity on account of Clause 9.2.d. above, will have no bearing on the obligation of the BESSD to provide the Contracted Capacity as per the BESPA.
- g. It is to be noted that delay in commissioning / operationalization of the ESS charging source shall not be admissible among the factors warranting an extension in SCD of the Project.

10 *Delay in Commissioning on Account of Delay in readiness of ISTS evacuation infrastructure/Grid Access Operationalization*

Subsequent to grant of connectivity, in case there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCD of the Project, or delay in grant/operationalization of Grid Access, and it is established that:

- i. The BESSD has complied with the complete application formalities as per Clause 7.9 above,
- ii. The BESSD has adhered to the applicable Regulations/Procedures in this regard as notified by the CERC/CTU, and
- iii. The delay in grant of connectivity by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the BESSD;

The above shall be treated as delays beyond the control of the BESSD and SCD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of the Grid

Access. Decision on requisite extension on account of the above factor shall be taken by SECI.

In case of delay in commissioning of Project due to reasons beyond the reasonable control of the BESSD, SECI may extend the SCD after examining the issue on a case-to-case basis.

11 Early Commissioning

The BESSD shall be permitted for full commissioning as well as part-commissioning of the Project even prior to the SCD. Early commissioning of the Project will be allowed solely at the risk and cost of the BESSD, and SECI shall purchase the capacity from such early commissioned Project at the BESPA charges (for the Contracted Capacity), only in case the Buying Entity agrees to purchase the capacity at an earlier date, and at the BESPA tariff plus SECI's facilitation charges in the form of trading margin.

In case Buying Entity does not agree to early purchase the capacity, early part/full commissioning of the Project shall still be allowed and the BESSD will be free to utilize such capacity to for market or sale of capacity to a third party until SCD or the date of commencement of procurement of BESS capacity as notified by SECI, whichever is earlier. However, early part/full commissioning of the Project and subsequent capacity procurement from the same shall be subject to the approval of SECI. Such intimation regarding consent to procure BESS capacity from early commissioning shall be provided by SECI within 15 days of receipt of the request being made by the BESSD, beyond which it would be considered as deemed refusal.

If the BESS capacity is not off taken by the Buying entity upon early commissioning, BESSD shall arrange for any augmentation of the Battery capacity to meet the capacity criteria mentioned at the time of SCD (i.e. dispatchable capacity on SCD date shall be 100% of the contracted capacity) and to maintain the capacity at the end of every year as indicated in Clause 8.1(e). iv. of the RfS. Subject to the provisions of the BESPA, in case of early commissioning, if BESSD sells any capacity to a third party, the BESSD will have to again demonstrate 100% of Contracted Capacity (as per the Commissioning Procedure) to SECI from the date of commencement of off-take of capacity by SECI.

SECTION 3. STANDARD CONDITIONS OF CONTRACT

12 *Obtaining RfS Documents*

Interested bidders have to download the official copy of RfS & other documents after login into the ISN-ETS portal by using the Login ID & Password provided by ISN-ETS during registration (Refer Annexure - C). The bidder shall be eligible to submit/ upload the bid document only after logging into the ISN-ETS portal and downloading the official copy of RfS.

13 *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 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.

The bank details of SECI are available at SECI's website, www.seci.co.in, under the "Financials" tab.

Bids submitted without cost of the RfS document and/or Bid Processing Fee and/or Bank Guarantee/Payment on Order Instrument against Earnest Money Deposit (EMD) (including partial submission of any one of the respective amounts), may be liable for rejection by SECI.

MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/DIC/Udyog Aadhar Only are exempted from submission of Cost of RfS Documents, Bid Processing Fee and EMD.

14 *Project Scope & Technology Selection*

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

15 *Connectivity with the Grid*

Please refer Clause 7 of the RfS.

16 Clearances Required from the Central/State Government and Other Local Bodies

The BESSDs 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. Not Used.
- 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 SECI prior to commissioning of the Project, if sought by SECI. In case of any of the clearances as indicated above being not applicable for the said Project, the BESSD shall submit an undertaking in this regard, and it shall be deemed that the BESSD has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the BESSD. The BESSD 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 BESSD 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 the State where the Projects are being located. It shall be the responsibility of the BESSD to remain updated about the applicable charges payable to the SNA under the respective State Solar Policy.

Note: The BESSD should apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of the BESPA, 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 BESSD 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 Bank Guarantee/ Payment on Order Instrument (POI) against Earnest Money Deposit (EMD)

- 17.1 Earnest Money Deposit (EMD) of **INR 7,40,000 / MW** (Rupees Seven lakh and Forty Thousand only/MW) per Project in the form of Bank Guarantee according to Format 7.3A and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

- 17.2 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If the bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date, and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

- 17.3 SECI 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 SECI in terms of the guarantee as in the case of appropriation of the cash deposit lying with SECI.

17.4 **Forfeiture of EMD:**

The BG towards EMD shall be encashed by SECI 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, SECI offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 21 of the RfS or does not execute the PPA within the stipulated time period;
- c. If after issuance of LoA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;
- d. If the bidder fails to furnish required PBG/POI in accordance with Clause 18 of the RfS

- 17.5 **Payment on Order Instrument (POI):** As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by SECI within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3 D of the RfS, within the

timelines as per Clause 17.1 above, for the amount and validity period as per those Clause 17.1 above.

The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD”.

18 Performance Bank Guarantee (PBG)/ Payment on Order Instrument (POI)

18.1 Bidders selected by SECI based on this RfS shall submit Performance Bank Guarantee (PBG) for a value @ **INR 11,10,000/MW/Project** (Rupees Eleven Lakhs and Ten Thousand only/MW/Project), prior to signing of BESPA. It may be noted that successful Bidders shall submit the PBG according to the Format 7.3B with a validity period upto (& including) the date as on 12 months after the Scheduled Commissioning Date of the Project. Upon receipt and after successful verification of the total PBG in the acceptable format, the BG submitted towards EMD shall be returned by SECI to the successful Bidder.

18.2 All Performance Bank Guarantees (PBGs) shall be submitted separately for each Project.

Note: The PBGs are required to be submitted in the name of the entity signing the BESPA. In case of BESPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder within the above prescribed deadline, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of BESPA.

18.3 The BESSD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 38.3 of the RfS.

18.4 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD) and 7.3 B (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.

18.5 SECI 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 SECI in terms of the guarantee as in the case of appropriation of the cash deposit lying with SECI.

18.6 The selected Bidder for the Project selected based on this RfS is required to sign BESPA with SECI within the timeline as stipulated in Clause 21 of the RfS. In case, SECI offers

to execute the BESPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 21 of the RfS, 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 SECI from the Bank Guarantee available with SECI (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect..

- 18.7 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- 18.8 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/BESSDs. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to IDFC First Bank IFSC: IDFB0020101, Client Name: Solar Energy Corporation of India Ltd. and a confirmation in this regard is received by SECI”. Message Type: IFN760COV is to be used by the issuing bank.
- 18.9 In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.
- 18.10 After the bidding process is over, SECI shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction. The PBG shall be returned to the BESSD within 9 months from the COD of the Project, after taking into account any liquidated damages due to delays in commissioning as per Clause 9 and 10 of the RfS.
- 18.11 **Payment on Order Instrument (POI):** As an alternative to submission of PBG as above, the BESSD also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by SECI within the provisions of RfS/BESPA. This instrument would have to be furnished as per Format 7.3 C of the RfS, within the timelines as per Clause 18.1 above, for the amount and validity period as per those Clause 18.1 above. In case the BESSD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 18.1 above, will be applicable in this case too.

The term “Performance Bank Guarantee (PBG)” occurring in the RfS shall be read as “Performance Bank Guarantee” (PBG)/Payment on Order Instrument (POI)”.

19 Success Charges & Payment Security Deposit

- 19.1 **Success Charges:** The Selected Bidder shall have to pay INR 1,00,000 / MW (Rupees One Lakh/MW) + 18% GST to SECI towards administrative overheads, coordination with State Authorities and others, DISCOM/STU/CTU, pre-commissioning and commissioning expense. The payment has to be made by the BESSD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA. Any delay in depositing the said amount to SECI as mentioned above within the stipulated time shall attract late payment charges @18% per annum+18% GST, levied on per day basis, on the total Success Charges, till (and including) the date of payment of Success Charges, which shall not be later than the date of signing of BESPAs. BESPAs shall only be signed after deposit of the Success Charges to SECI. In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated above). Further, balance amount to be paid shall attract Interest rate @ one-year SBI MCLR rate /annum on pro-rata basis.
- 19.2 **Payment Security Deposit:** Prior to declaration of commissioning of first part capacity of the Project, the BESSD shall furnish a Payment Security Deposit (PSD) @Rs. 5,00,000 / MWh (Rupees Five Lakh / MWh), to SECI through DD/NEFT/RTGS. This fund shall form part of the Payment Security Fund maintained by SECI for the Projects. Modalities of operationalization of the Payment Security Deposit will be notified by SECI at appropriate stage, through necessary guidelines/orders. The above amount shall be credited to SECI pro-rata to the part capacity being commissioned at that stage.

20 Integrity Pact (IP)

- 20.1 In respect of this project, the Independent External Monitor (IEM) would be monitoring the execution of contract to oversee implementation and effectiveness of the Integrity Pact (IP) Program based on the IP executed with you, as per Format 7.11. The names of Independent External Monitor(s) (IEMs) who have been appointed by Employer, in terms of Integrity Pact (IP) which will form a part of the Employer Contracts are:

- a) Dr Varesh Sinha, IAS (Retd.), E Mail Id: vareshsinha@gmail.com
- b) Shri Bimal Julka, IAS (Retd.), E Mail Id: bimaljulka1955@gmail.com

The above-mentioned IEMs are authorized to examine/consider all references made to it under this tender/Contract. The contractor, in case of any dispute(s)/complaint(s) pertaining to this project may raise the issue either with the designed Nodal Officer in SECI or directly with the IEM at SECI office at following Address:

Solar Energy Corporation of India Limited,
6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India

Kind Attn.: AGM (C& P)

Telephone Nos.: - 0091-(0)11-71989220

Fax No.: - 0091-(0)11-71989243, E-mail: - contracts@seci.co.in,

The Independent External Monitor (IEM) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-Contractors / JV Partners / Consortium member with confidentiality.

The Nodal officer for necessary coordination in this regard shall be as under:

- (i) HOD of Contracts & Procurement (C&P): For issues pertaining to C&P department.
- (ii) Head of concerned Department: For issues pertaining to other departments.

21 Battery Energy Storage Purchase Agreement (BESPA)

- 21.1 SECI shall enter into Battery Energy Storage Purchase Agreement (BESPA) with Bidders selected based on this RfS. A copy of standard BESPA to be executed between SECI and the BESSD is available on ISN-ETS Portal and also in SECI website. The BESPA shall be signed within 90 days of issuance of LoAs, if not extended by SECI. Subsequent extension in this timeline shall be finalized as mutually agreed by SECI and the BESSD. BESPA will be executed between SECI and selected bidder or its SPV separately for each Project.
- 21.2 Not used.
- 21.3 The BESPA shall be valid for a period of 12 years from the SCD of the Project or the date of full commissioning of the Project, whichever is later. Any extension of the BESPA period beyond the term of the BESPA shall be through mutual agreement between the BESSD, Buying Entity and SECI.
- 21.4 The Performance Bank Guarantee as per Clause 18 above and Success Charges as per Clause 19 above, shall be submitted by the BESSD prior to signing of BESPA. Before signing of BESPA between SECI and the BESSDs, SECI 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 BESSDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
- 21.5 Successful bidders will have to submit the required documents to SECI within 70 days from the issue of LoA. In case of delay in submission of documents beyond the 70 days as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of BESPA. Effective Date of the BESPA shall be the date as on 90 days from the date of issue of LoA, irrespective of the date of signing of BESPA (for example, if the date of LoA is 07.03.2022, the Effective Date will be 05.06.2022). In extraordinary cases of unavoidable delay on the part of SECI in signing the BESPA, the effective date of BESPA shall be the date of signing of BESPA.

- 21.6 Battery Energy Storage Sale Agreements (BESSAs) in respect of all rights and obligation under the BESPA between the BESSD and SECI, will be executed by SECI with the Buying Entity for sale of power to Buying Entity, with the Buying Entity assuming all the obligations of SECI under the BESPA. SECI's obligation to BESSD under the BESPA shall also be on the back-to-back basis as provided in the BESPA and the corresponding BESSA.
- 21.7 The BESSD will be free to replenish the battery capacity from time to time during the Term of the BESPA at its cost and expense to meet the performance criteria. However, SECI will be obligated to off-take capacity only within the performance range as specified in the BESPA and at the charges applicable as per the existing agreements. Any excess supply will be dealt as per provisions of the BESPA.

22 Financial Closure or Project Financing Arrangements

- 22.1 The Projects shall achieve Financial Closure within the date as on 12 months after the Effective Date of the BESPA (for e.g. if Effective Date is 05.06.2022, the above deadline will be 05.06.2023).
- 22.2 At the stage of financial closure, the BESSDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the BESSD 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.
- 22.3 Checklist of documents to be submitted at this stage is provided at Annexure-B of the RfS.
- 22.4 In case of default in achieving above condition as may be applicable within the stipulated time, SECI shall be entitled to encash PBG/POI and shall remove the Project from the list of the selected Projects, unless the delay is on account of factors not owing to any action or inaction on the part of the BESSD, or caused due to a Force Majeure as per BESPA. An extension can however be considered, on the sole request of BESSD, on advance payment of extension charges of INR 1,000/- per day per MW. This extension will not have an impact on the obligation of BESSD to achieve commissioning by the SCD of the Project. Subsequent to the completion of deadline for achieving financial closure, SECI shall issue notices to the BESSDs 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 BESSDs to either furnish the necessary documents or make the above mentioned payment of Rs. 1,000/MW/day. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above mentioned notice period of 7 days-SECI shall encash the PBG/POI of the corresponding BESSDs and terminate the BESPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid by the BESSDs 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 BESSD. In case of the BESSD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining

amount deposited by the BESSD shall be returned by SECI. 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 BESSD without any interest on achievement of successful commissioning within the SCD, on pro-rata basis, based on the project capacity commissioned as on SCD.

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

23 Land Arrangements for the Project

- 23.1 Land identification and possession shall be in line with Clause 6 of the RfS, and SECI shall facilitate in grant of land to the BESSD.
- 23.2 The BESSD shall submit documents/Lease Agreements to establish possession/right to use the required land area in the name of the BESSD for a period not less than the complete term of the BESPA, on or before the SCD. Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or SECI/Buying Utility, in case of default of the BESSD.
- 23.3 The BESSD shall submit a sworn affidavit from its authorized signatory, listing the details of the land and certifying that total land required for the Project is under clear possession of the BESSD.
- 23.4 With respect to demonstration of land possession by the BESSD, commissioning of the Project will not be allowed until the demonstration of land possession by the BESSD in terms of this Clause and Clause 9 of the RfS. However, in case of delays in demonstrating land possession by the BESSD on account of Government delay (including but not limited to delay in land use pattern change, and/or relaxation under respective State land ceiling Act, and/or land lease permission from State Government/Authorities) or delay caused due to a Force Majeure as per BESPA, SCD shall be suitably extended.

24 Commercial Operation Date (COD)

In case of part commissioning, Commercial Operation Date (COD) will be declared only for that part of Project Capacity. COD shall be the next day after the date of commissioning of the Project, as indicated on the Commissioning Certificate, upon successful commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be, as declared in line with the commissioning procedure as provided in the BESPA. Similarly, for each part commissioning, COD will be the next day after actual date of commissioning of the respective part capacity.

The BESSD shall obtain necessary charging and safety clearances from the Central Electricity Authority prior to commissioning of the Project. The 12-year tenure of

BESPA shall be as per the provisions of BESPA. Any capacity being offered to the grid before COD shall not be at the cost of SECI under this scheme and developers will be free to make short-term sale to any organization or individual. SECI may agree to buy this capacity as a trader if they find it viable outside this RfS.

25 Modifications in Controlling Shareholding

- 25.1 The BESSD shall indicate its shareholding in the company indicating the controlling shareholding before signing of BESPA with SECI.
- 25.2 No change in 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 BESPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

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

- a. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
 - b. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
 - c. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of BESPA), insolvent, insane of existing shareholders.
 - d. Transfer of shares within the members of Immediate Promoter Group only.
 - e. Transfer of shares to IEPF.
 - f. Issue of Bonus Shares.
- 25.3 In case of Project being executed through SPV: The successful Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the BESPA, shall not fall below 51% at any time prior to COD of the Project. In the event the successful Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the BESPA, shall not fall below 51% at any time prior to COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 25.4 In case of the selected Bidder itself executing the BESPA, it shall ensure that controlling shareholding of the bidding company remains unchanged until the COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 25.5 In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained upto the COD.
- 25.6 Any change in the shareholding after COD can be undertaken under intimation to SECI. Transfer of controlling shareholding of the company developing the project within the same group of companies will however, be allowed after Project commissioning with

the permission of SECI, subject to the condition that, the management control remains within the same group of companies.

- 25.7 In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh BESPA with a new entity, an amount of INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the BESSD to SECI.

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

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure – C. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

- a. Covering Letter as per **Format 7.1**.
- b. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 7.2**.

In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

- c. Bank Guarantee/ Payment on Order Instrument (POI) against Earnest Money Deposit (EMD) as per **Format 7.3 A/7.3 D**.
- d. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - i. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects and to sign the BESPA with SECI. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
 - ii. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and
 - iii. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.

- e. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
- f. Format for Financial Requirements as per **Format 7.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
- g. Undertaking regarding no wilful default and no major litigation pending as per **Format 7.7**.
- h. A disclosure statement as per **Format 7.8/7.8A** regarding participation of any related companies in the bidding process.
- i. Format for Technical Criteria as per **Format 7.9** (to be filled out separately for each Project).
- j. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.10** (to be filled out separately for each Project).
- k. Integrity Pact between SECI and the Bidding Company as per **Format 7.11**.
- l. **Attachments**
 - i. Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Standalone Battery Energy Storage System 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 BESPA, 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 BESPA.
 - ii. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium. In case of AIF, registration certificate issued by SEBI would be required.
 - iii. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. SECI 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.
 - iv. Certified copies of annual audited accounts for the last financial year, i.e. FY 2020-21, and provisional audited accounts, 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.

- v. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
- m. Covering letter of the Financial bid as per **Format - 7.12**.
- n. Break-up of the Preliminary Estimate of Cost of Project as per **Format 7.13** (separately for each project).

27 Important Notes and Instructions to Bidders

- 27.1 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.
- 27.2 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 BESPA in terms of Clause 21 of the RfS.
- 27.3 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, SECI reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee/POI 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.
- 27.4 If the event specified at 27.3 is discovered after the Effective Date of BESPA, consequences specified in BESPA shall apply.
- 27.5 Response submitted by the Bidder shall become the property of the SECI and SECI shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 18 of the RfS.
- 27.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, BESPA and BESSA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.
- 27.7 The response to RfS shall be submitted as mentioned in Clause 26 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, SECI reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- 27.8 The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

- 27.9 All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 27.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 27.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by SECI.
- 27.12 Response to RfS not submitted in the specified formats will be liable for rejection by SECI.
- 27.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 27.14 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 SECI of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
- 27.15 The Central Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between BESSD and SECI as well as SECI and Buying Entity(ies). Subject to the above, only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 27.16 All the financial transactions to be made with SECI including success fee, delay charges (except Payment Security Deposit and charges for delay in Financial Closure), and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/BESPA.

28 *Non-Responsive Bid*

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

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

- (a) Non-submission of the requisite Cost of RfS and/ or Processing Fee as mentioned in the Bid Information Sheet.
- (b) Response to RfS not received by the due date and time of bid submission.
- (c) Non-submission of correct, valid and operative Pass-Phrases for both 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) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.

- (f) 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.
- (g) Non-submission or partial submission of EMD in acceptable form along with response to RfS

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

29 Method of Submission of Response to RfS by the Bidder

29.1 The bidder has to submit original of following documents **offline**:

- a. Bank Guarantee/ Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/ 7.3D). One EMD may be submitted for the cumulative capacity quoted by the bidder, or individual EMDs may be submitted for each Project.
- b. Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal.

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

Bank Guarantee/POI against EMD needs to be submitted in both online and offline modes. The bidders will be required to submit the bank guarantee, either in person or through post, at the office of SECI until the date as on 2 working days after the closing date of bid submission. The 2-day duration will be counted from the date of bid submission.

For e.g., if the bid submission deadline is 18:00 hrs on 22.05.2022, the above deadline will expire at 18:00 hrs on 24.05.2022. In case of the above deadline being a holiday, the next working day in SECI will be the deadline for submission of Bank Guarantees.

Note: In all cases, the Bank Guarantee/POI against EMD (if applicable), shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.

The bidding envelope shall contain the following sticker:

RfS for Procurement of 500 MW/1000 MWh Pilot Projects of Battery Energy Storage Systems in India under Tariff-based Global Competitive Bidding (ESS-I)	RfS No. SECI/C&P/IPP/15/0001/22-23 dated: 13.04.2022	Page 34 of 123
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RfS for Procurement of 500 MW/1000 MWh Pilot Projects of Battery Energy Storage Systems in India under Tariff-based Global Competitive Bidding (ESS-I)	
<i>Cumulative Capacity of the projects applied for</i>	_____ MW/ _____ MWh
<i>No. of Projects Bid for</i>	
<i>RfS Reference No.</i>	SECI/C&P/IPP/15/0001/22-23 dated: 13.04.2022
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Organization ID (OID) on ETS portal</i>	<i>(Enter the OID through which the Bid has been submitted online on ETS portal)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	AGM (C & P) Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 Tel No. 011-71666220 Email - contracts@seci.co.in

29.2 Documents to be Submitted Online

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

If the Bidder has submitted bid online and fails to submit the Bank Guarantee for requisite amount offline within 2 working days from last date of bid submission, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted at this stage will be encashed, 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://www.bharat-electronictender.com>. Response to RfS shall contain the following:

RfS for Procurement of 500 MW/1000 MWh Pilot Projects of Battery Energy Storage Systems in India under Tariff-based Global Competitive Bidding (ESS-I)	RfS No. SECI/C&P/IPP/15/0001/22-23 dated: 13.04.2022	Page 35 of 123
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I. Technical Bid (First Envelope)

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), 7.3 A, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, 7.9, 7.10 and 7.11 as elaborated in Clause 26 of the RfS.
- (b) All attachments elaborated in Clause 26 of the RfS, under the sub-clause k: Attachments, with proper file names.
- (c) All supporting documents regarding meeting the eligibility criteria.
- (d) Scanned Copies of NEFT/RTGS 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/Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet.

The Bidder will have to fill the Electronic Form provided at the ISN-ETS portal as part of Technical Bid.

Submission of Pass-phrases: In line with Clause 27.8, and Annexure-C of the RfS, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

II. Financial Bid (Second Envelope)

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

- (a) Covering letter as per Format - 7.12 of the RfS
- (b) Preliminary Estimate of Cost of the Project as per Format 7.13 of the RfS

Only a single capacity charge (INR/MW) for all the Projects applied for, shall have to be filled online in the Electronic Form provided at the ISN-ETS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

Important Note:


- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- (b) In each of the envelopes (as part of online bid submission), all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (c) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (d) In case the Bidder submits the online documents on ISN-ETS within the bid submission deadlines and fails to submit the offline documents in the office of

SECI within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be ‘archived’ on the ISN-ETS portal. Similarly, bids submitted offline but without any online submission on ISN-ETS portal shall not be opened and the EMD shall be returned to the respective bidder.

- (e) **In case of submission of Bank Guarantee against EMD online on or before the bid submission deadline, and non-submission of the hard copy of the Bank Guarantee to SECI within the date as on 2 working days subsequent to bid submission deadline, the respective bidder will be debarred from participating in any of the tenders issued by SECI, for a period of 6 (six) months, starting from the last date of bid submission of this RfS.**

30 *Notice Board for Display*

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

<p>___ MW/MWh ISTS-Connected Battery Energy Storage System Pilot Project</p> <p>Owned and operated by</p> <p>----- (insert name of the BESSD)</p> <p>[Under RfS for Procurement of 500MW/1000 MWh Pilot Projects of Battery Energy Storage Systems under Tariff-based Global Competitive Bidding in India (ESS-I) by Solar Energy Corporation of India Limited]</p>  <p>Village:....., Tehsil....., District....., State.....</p>
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31 *Validity of the Response to RfS*

The Bidder shall submit the response to RfS which shall remain valid up to 180 (One Hundred Eighty) days from the last date of submission of response to RfS (“Bid Validity”). SECI reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

32 *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. SECI shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

33 *Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments*

- 33.1 Clarifications/ Doubts, if any, on RfS document may be emailed and/ or through ISN-ETS portal. The format for submission of clarifications is available on the portal.

- 33.2 SECI will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and SECI's response will be uploaded in the ISN-ETS portal <https://www.bharat-electronictender.com>. If necessary, amendments, clarifications, elaborations shall be issued by SECI which will be notified on SECI/ ISN-ETS web site. No separate reply/intimation will be given for the above, elsewhere.
- 33.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on SECI's website).
- 33.4 Enquiries/ Clarifications may be sought by the Bidder by contacting SECI's officials as per the details contained in the Bid Information Sheet.

34 *Right of SECI to Reject a Bid*

SECI reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, the processing fee (excluding GST, if amount credited to SECI's account), without any interests, shall be returned to the respective Bidders.

35 *Post Award Compliances*

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

Any checklist shared with BESSD by SECI 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 BESPA must be timely submitted by the BESSD.

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

SECTION 4. QUALIFICATION REQUIRMENTS FOR BIDDERS

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

36 *General Eligibility Criteria*

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

36.1 The Bidder must fall under either of the following categories:

- i. A Company under the Companies Act, 2013.
- ii. A Foreign Company under the respective nation's laws.
- iii. Alternative Investment Funds (AIF) as registered under SEBI. "AIF" shall be as defined by SEBI.
- iv. A Consortium comprising the above entities.

The above would be subject to the relevant Acts, Rules, Guidelines, Orders and Policy documents of the Government of India as amended from time to time.

36.2 A Consortium shall participate with one of the consortium partners 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 BESPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).

36.3 In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a "Special Purpose Vehicle" (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 51% shareholding in the SPV, before signing of BESPA. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

In case the foreign company participating as a member of consortium, Clause 36.7 of the RfS shall be applicable.

36.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD Dated 23.07.2020 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

- a. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).

- b. “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.
- c. “Bidder from a country which shares a land border with India” for the purpose of this clause, means:
 - i. An entity incorporated, established or registered in such a country; or
 - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv. An entity whose beneficial owner is situated in such a country; or
 - v. An Indian (or other) agent of such an entity; or
 - vi. A natural person who is a citizen of such a country; or
 - vii. A consortium where any member of the consortium falls under any of the above.
- d. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the RfS.
- e. Other provisions of the referred OM dated 23.07.2020, except Sl. 11 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.

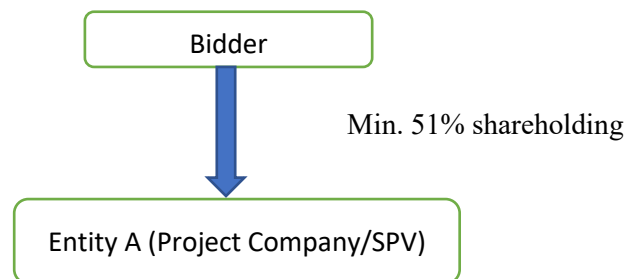
36.5 Limited Liability Partnership (LLPs) are not eligible for participation.

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

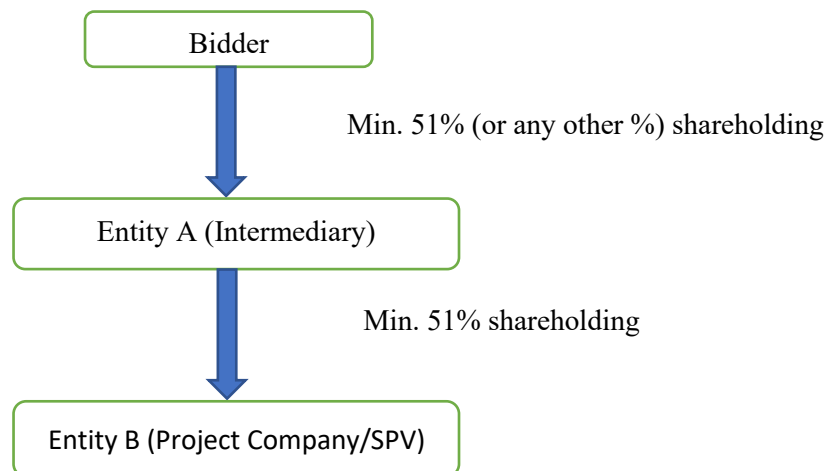
36.7 Any consortium, if selected as Successful Bidder for the purpose of supply of power to SECI, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of BESPA with SECI, i.e. the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

- 36.8 The Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, 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, Asian Infrastructure Investment Bank etc or the United Nations or any of its agencies. The Bidder shall submit an undertaking to this effect.
- 36.9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 36.3 and 36.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:



As per provisions of the RfS, only Scenario 1 will be permissible under this RfS.

37 *Technical Eligibility Criteria*

- 37.1 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 7.10 of the RfS. The technology proposed at the time of submission of response to RfS can be changed at the time of Financial Closure.

- 37.2 Not used.
- 37.3 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 22 of the RfS. The undertaking shall be submitted as per enclosed Format 7.9 of the RfS.
- 37.4 The Projects shall also comply with the performance criteria as detailed in Clause 8 of the RfS.

38 Financial Eligibility Criteria

38.1 Net-Worth/ Asset Under Management (AUM) or Investible Funds

- a. The Net Worth of the Bidder should be equal to or greater than **INR 74,00,000/MW (Rupees Seventy Four Lakh / MW)** of the quoted capacity (in MW), as on the last date of previous Financial Year, i.e. FY 2020-21 or as on the day at least 7 days prior to the bid submission deadline. For. eg., for a 500 MWh (250 MW x 2 hrs) project capacity, the minimum Net Worth requirement to be demonstrated shall be Rs. 74 lakh x 250 MW. In case of the Bidder being a SEBI registered AIF, the cumulative value of Assets Under Management (AUM) with minimum requirement as decided by the Procurer/Intermediary Procurer shall be demonstrated. In this context, AUM shall mean the amount as certified by the Statutory Auditor of the AIF.
- b. The net-worth/value of AUM to be considered for the above purpose will be the cumulative net-worth of the Bidder/AIF or consortium members. Except in the case of AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the Net Worth criteria as per the RfS. In case of the Bidder being a Bidding Consortium, any Member may meet the above criteria on the basis of financial capability of its Affiliate(s). In both cases, such Affiliates shall undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS.
- c. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and AUM or investible funds to be considered under this clause will be calculated in accordance with applicable SEBI (AIF) Regulations.

38.2 Liquidity

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters:

- a. A minimum annual turnover of **INR 29,00,000 / MW (Rupees Twenty-Nine Lakh / MW)** of the quoted capacity (in MW) during the previous financial year, 2020-21 or as on the day at least 7 days prior to the bid submission deadline. 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. For. eg., for a 500 MWh (250 MW x 2 hrs) project capacity, the minimum annual turnover requirement to be demonstrated shall be Rs. 65 lakh x 250 MW.
 - b. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of **INR 5,80,000 / MW (Rupees Five Lakh and Eighty Thousand / MW)** of the quoted capacity (in MW), as on the last date of previous financial year, 2020-21, or as on the day at least 7 days prior to the bid submission deadline.
 - c. In-principle sanction letter from the lending institutions/banks of the Bidder, committing a Line of Credit for a minimum amount of **INR 7,25,000 / MW (Rupees Seven Lakh and Twenty-Five Thousand / MW)** of the quoted capacity (in MW), towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.
- 38.3 Except for AIFs, 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 381.1 and 38.2 above. In case of the Bidder being a Bidding Consortium, any Member (except an AIF) 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/POI 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 BESPA.
- 38.4 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.
- 38.5 A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2020-21, or as on the day at least 7 days prior to 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. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

- 38.6 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.
- 38.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 38.6 above.
- 38.8 In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.
For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 500 MWh (250 MW x 2hrs), then, total Net-Worth to be met by the Consortium is Rs. 74 Lakh x 250 MW = Rs. 185 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 129.50 Crores and to be met by Consortium Member B would be Rs. 55.5 Crores. Similar methodology shall be followed for computation of liquidity requirement.
- 38.9 For the limited purpose of meeting the technical and financial eligibility criteria, in addition to using credentials of the Affiliates having more than 50% shareholding in the Bidding Company, the Bidder may use credentials of those Affiliates who do not control more than 50% of the bidding company, subject to the following:
- The qualification criteria parameters will be met proportionately to the equity contribution of the entity whose credentials are being used to meet the requirement. For example, in case of Net Worth requirement being Rs 100 Crore and the strength of an Affiliate is used which owns 30% of the total shareholding in the bidder, the said Affiliate should be able to meet upto Rs 30 Crore of the Net Worth.
 - In case the strength of an Affiliate is being used for meeting the eligibility criteria, shareholding pattern of the respective Affiliate will be locked-in upto COD of the Project.

SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS

39 *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.

40 *Techno-Commercial Evaluation of Bidders (Step 1)*

40.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened by SECI whose required documents as mentioned at Clause 29 of the RfS are received by SECI. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee (if applicable) and/or DDs/Pay order against Cost of RfS document and Bid Processing Fee.

For e.g., if the bid submission deadline is 18:00 hrs on 31.05.2022, the online bid opening will be conducted on 02.06.2022. In case of the above deadline being a holiday, the bids will be opened on the next working day.

40.2 Subject to Clause 28 of the RfS, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, SECI 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 SECI within 07 (seven) days from the date of such intimation from SECI. All correspondence in this regard shall be made through email/ISN-ETS portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. SECI shall not be responsible for rejection of any bid on account of the above.

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

41 *Financial Bid Evaluation (Step 2)*

41.1 In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the capacity charges, or 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. **The “tariff” in this section, will refer to the capacity charges quoted by the bidders.**

41.2 Second Envelope (containing First Round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified as per the RfS.

- 41.3 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 tariff (capacity charges) in Indian Rupee per MW for all the Projects applied for. **The tariff has to be quoted in Indian Rupee per MW in whole numbers only (no decimal places allowed).** If it is quoted with any decimal places, the digits in the decimal places shall be ignored. (For e.g. if the quoted tariff is INR 450.34/MW, then it shall be considered as INR 450/MW).
- 41.4 In this step, evaluation will be carried out based on tariff quoted by the Bidders.
- 41.5 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 SECI. Thereafter, SECI will take appropriate action as deemed fit.
- 41.6 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.
- 41.7 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n^{th} Bidder as mentioned in Clause 42.2 of the RfS).
- 41.8 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	₹ 210 (Tariff in ₹/ MW)	L1
B2	₹ 220 (Tariff in ₹/ MW)	L2
B3	₹ 230 (Tariff in ₹/ MW)	L3
B4	₹ 230 (Tariff in ₹/ MW)	L3
B5	₹ 243 (Tariff in ₹/ MW)	L4
B6	₹ 260 (Tariff in ₹/ MW)	L5
B7	₹ 365 (Tariff in ₹/ MW)	L6
B8	₹ 469 (Tariff in ₹/ MW)	L7
B9	₹ 570 (Tariff in ₹/ MW)	L8

42 Reverse Auction (Step 3)

- 42.1 The reverse auction for the total tendered capacity shall be conducted on the portal <https://www.bharat-electronictender.com>, on the day as intimated by SECI to the eligible Bidders.
- 42.2 The Total eligible Bidders for the reverse auction shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders, and

S_k = Cumulative capacity till the 'k'th serial number bidder (not the 'k'th rank bidder) after ranking is done in ascending order from the lowest price bid, or "L1 bid" onwards

$S_E =$ (Eligible capacity for award)	(i) In case $250 \text{ MW} \leq S_T \leq 500 \text{ MW}$, $S_E = 250 \text{ MW}$ (ii) In case $S_T > 500 \text{ MW}$, $S_E = 500 \text{ MW}$
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Total eligible Bidders for e-Reverse Auction

i. In case $S_E \leq 500 \text{ MW}$: all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA. Accordingly, the no. of bidders shortlisted for e-RA, i.e., “n” = “T”.

ii. In case $S_E > 500 \text{ MW}$: The lowest ranked bidder, i.e. the bidder quoting the highest tariff (the “H1 bidder”) shall be eliminated at this stage, and the remaining techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA. Accordingly, the no. of bidders shortlisted for e-RA, i.e., “n” = “T”-1

Note:

(a) In case more than one bidder is ranked as “H1” bidder, i.e. such bidders are at the same tariff, all such bidders will be eliminated at this stage.

(b) The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 500 MW. In the contradictory scenario, no elimination will take place at this stage.

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

Scenario-1: Total bid capacity of techno-commercially shortlisted bidders = $S_T=2500 \text{ MW}$

S. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	S_E	n	Shortlisted Bidders
1	B8	L1	250	5	500 MW	4*	B8
2	B5	L2	250				B5
3	B1	L3	500				B1
4	B4	L3	550				B4
5	B2	L4	500				

* n = 5-1 = 4 as per the above formula.

Scenario-2: Total bid capacity of techno-commercially shortlisted bidders = $S_T=750 \text{ MW}$

S. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	S_E	n	Shortlisted Bidders
1	B8	L1	250	3	500 MW	3	B8
2	B5	L2	250				B5
3	B1	L3	250				B1

* since if n=T-1, total capacity is not more than 500 MW, n = 3 as per the above formula

- 42.3 At least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and are found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for Reverse Auction. Further, at least two hours before the scheduled start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at Clause 42.2 above.
- 42.4 Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS portal of reverse auction 15 minutes before the start time of reverse auction.
- a. During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.
 - b. The minimum decrement value for tariff shall be INR 1000 per MW. The Bidder can mention its revised discounted tariff which has to be at least Rs. 1000/MW less than its current tariff.
 - c. Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
 - d. During reverse auction, the Bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.
 - e. In the bidder's bidding window, the following information can be viewed by the bidder:
 - i. Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.
 - ii. The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and project capacity
 - f. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 8 (eight) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:
 - i. Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instant.
 - ii. Yellow Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant.
 - iii. Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instant.

If no such change as described above is effected during the last 8 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

43 Selection of Successful Bidders

43.1 Subsequent to conclusion of the e-RA process, the bidders in the “Green” and “Yellow” zones as per Clause 42.f. above, will be listed in the increasing order of the tariffs discovered at the end of e-RA.

43.2 The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 2% of the L1 tariff-hereinafter referred to as “the range”- will be declared as Successful Bidders under the RfS, subject to the following conditions:

- i. In case the cumulative capacity shortlisted as per the range exceeds S_E (capacity eligible for award as per Clause 42.2 above), the list of Successful Bidders shall be limited by S_E .
- ii. In a borderline case, i.e. the scenario wherein more than one bidder is eligible to be declared as Successful Bidder at the highest tariff (the tariff at the end of the range), and the cumulative capacity exceeds S_E , time stamping of bidders shall be used to limit allocation of cumulative capacity up to S_E . In such cases, those bidders who are at the same tariff, but they are ranked lower than the ones which fall within the cumulative capacity limit of S_E , will not be eligible to be declared as Successful Bidders.

In other words, in every possible scenario, the total capacity to be awarded under the RfS shall be limited to S_E .

- iii. Time stamping- In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same), they will be considered in the chronological order of their last quoted tariff during the e-RA with preference to be given to that Bidder who has quoted his last tariff during the e-RA, earlier than others.
- iv. In the above case, if the time of quote also becomes exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows:
 - Step 1: Lowest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.
 - Step 2: Ranking will be done based on draw of lots.

43.3 **Illustration:** Following example provides a possible illustration of the above methodology:

- L1 tariff discovered after e-RA: Rs. 250/MW
- The range (L1+2% of L1): Rs. 255/MW