Request for Selection (RfS) Document for Utilization of 100 MWh (50 MW x 2 Hrs.) Standalone Energy Storage System on Short-Term Basis under Tariff-Based Competitive Bidding

RfS No. SECI/C&P/IPP/15/0008/26-27 dated 28.08.2026

Tender Search Code on ISN-ETS: SECI-2026-TN000024

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi – 110023
Tel: 011 - 24666200

DISCLAIMER

I. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of SECI immediately. If no intimation is received from any bidder within **5 (Five) days from the date of issuance of RfS documents,** it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).

II. Solar Energy Corporation of India Limited (SECI) reserves the right to modify, amend or supplement this document.

III. This RfS document has been prepared in good faith, and on best endeavour basis. Neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

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V. In case of any discrepancy in the documents uploaded on the websites of SECI, ISN-ETS portal and CPPP, the documents uploaded on the ISN-ETS portal website will prevail.

Place: New Delhi Date: 28.08.2026

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	**NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB**	Selection of Energy Storage System Developers for Utilization of 100 MWh (50 MW x 2 Hrs.) Standalone Energy Storage System on Short-Term Basis for "on Demand" usage under Tariff-Based Competitive Bidding
(B)	**RfS NO. & DATE**	SECI/C&P/IPP/15/0008/26-27 dated 28.08.2026
(C)	**TYPE OF BIDDING SYSTEM**	SINGLE BID SYSTEM: ☐ TWO BID SYSTEM: Yes
(D)	**TYPE OF RfS/ TENDER**	E-TENDER: Yes MANUAL: ☐
(E)	**COMPLETION/ CONTRACT PERIOD**	As mentioned in RfS Document
(F)	**DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE)**	APPLICABLE: Yes NOT APPLICABLE: ☐ Amount: INR 50,000/- (Indian Rupees Fifty Thousand Only) + applicable GST, to be submitted through NEFT/ RTGS transfer in the account of SECI, along with the response to RfS
(G)	**BID PROCESSING FEE**	APPLICABLE: Yes NOT APPLICABLE: ☐ Amount: INR 10,00,000 + applicable GST for the response to RfS, to be submitted through NEFT/RTGS transfer in the

		account of SECI, along with the response to RfS.
(H)	**EARNEST MONEY DEPOSIT (EMD)**	APPLICABLE: Yes NOT APPLICABLE: Amount: INR 2,40,00,000/- (Indian Rupees Two Crores and Forty Lakhs only) to be submitted in the form of Bank Guarantee/ Insurance Surety Bond.
(I)	**PERFORMANCE BANK GUARANTEE**	APPLICABLE: Yes NOT APPLICABLE:
(J)	**DATE, TIME & VENUE OF PRE-BID MEETING**	Scheduled as per NIT on ISN-ETS portal and/or SECI website.
(K)	**OFFLINE & ONLINE BID-SUBMISSION DEADLINE**	As per NIT on ISN-ETS portal
(L)	**TECHNO-COMMERCIAL BID OPENING**	As per NIT on ISN-ETS portal
(M)	**e-REVERSE AUCTION (e-RA)**	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.
(N)	**CONTACT DETAILS OF ISN-ETS BIDDING PORTAL**	M/s **Electronic Tender.com (India) Pvt. Ltd.** Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com
(O)	**NAME, DESIGNATION, ADDRESS AND OTHER DETAILS** **(FOR SUBMISSION OF RESPONSE TO RfS)**	Sh. Atulya Kumar Naik Executive Director (Contracts & Procurement) Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110 023 Contact No.: 011-24666200

(P)	**DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED**	1) Sh. Pratik Prasun DGM (C&P) Contact No.: 011-24666237 pratikpr@seci.co.in 2) Sh. Jayansh Gaur Dy. Manager (C&P) Contact No.: 011-24666281 jayansh.gaur@seci.co.in

- Bids must be submitted strictly in accordance with Section-2 and 3 of the RfS, depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet.
- Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
- Any Bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its amendment(s) and clarifications if any, from ISN-ETS Portal (***https://www.bharat-electronictender.com***) and/or SECI website (***www.seci.co.in***) and submit their Bid complete in all respect as per terms & conditions of RfS document on or before the due date of bid submission.
- Amendments(s)/ Clarification(s)/ Corrigendum(s), if any, shall also be available on the above referred websites.

Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites *https://www.bharat-electronictender.com* and *www.seci.co.in*. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on *www.seci.co.in* and the details will be available only from *https://www.bharat-electronictender.com.*

SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1 *Background & Introduction*

1.1 Solar Energy Corporation of India Limited (hereinafter referred to as "SECI") is a "Navratna" Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for development, promotion and commercialization of solar energy technologies in the country.

1.2 The increasing penetration of renewable energy sources in the power system has enhanced the need for flexible resources capable of providing balancing support, peak demand management, energy shifting and operational flexibility to the grid. Energy Storage Systems (ESS) have emerged as an effective solution for providing such services owing to their fast response capability and operational flexibility.

1.3 SECI (hereinafter also referred to as "Procurer") hereby invites proposals for utilization of energy storage system, on an "On-Demand" short-term basis, for a storage capacity of 100 MWh (50 MW x 2 Hrs.). SECI shall enter into an Energy Storage Purchase Agreement (ESPA) with the Successful Bidder selected based on this RfS, for providing Energy Storage facility to SECI as per the terms, conditions and provisions of the RfS and ESPA.

1.4 Energy Storage System Developer (hereinafter referred to as "ESSD") selected by SECI based on this RfS, shall provide the ESS on "On demand" short-term basis in accordance with the provisions of this RfS document and standard ESPA.

1.5 <u>Only the ESS Projects which are operational, i.e. those Projects which are already commissioned and whose COD has been declared, as on the bid submission deadline are allowed to participate.</u>

1.6 The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. available, if any, for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all Bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on SECI for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. SECI does not, however, give a representation on the availability of fiscal incentive and submission of bid by the Bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.

2 *Invitation for Bids*

2.1 A Single Stage, Two-Envelope competitive Bidding Procedure will be adopted and will proceed as detailed in this RfS document. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfS. The respective rights of SECI and the Bidder/ESSD shall be governed by the RfS Documents/Agreement signed between SECI and the ESSD.

2.2 Interested bidders have to necessarily register themselves on the portal https://www.bharat-electronictender.com ("ETS portal") through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS are mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.

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

For proper uploading of the bids on the ETS portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited (ETI) directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. SECI in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

2.3 Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (https://www.bharat-electronictender.com), SECI website http://www.seci.co.in and as indicated in the Bid Information Sheet.

2.4 Bidder shall submit bid proposal along with non-refundable Cost of RfS Document, Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the stipulated Cost of RfS document, Bid Processing Fees and EMD, will be rejected. **In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.**

2.5 RfS documents can be downloaded from the ISN-ETS portal or from SECI's website. It is mandatory to download official copy of the RfS Document from ISN-ETS portal to participate in the Tender. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded on ISN-ETS portal. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS portal. The same may also be uploaded on SECI's website. However, in case of any discrepancy, the information available on ISN-ETS portal shall prevail.

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

2.7 Interpretations

a. Words comprising the singular shall include the plural & vice versa.

b. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.

c. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.

d. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

e. The table of contents and any headings or sub-headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this document.

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

3 Scope of Work

3.1 Under this RfS, the ESSD shall be required to own, operate, and maintain an Energy Storage System (ESS), with the primary objective of making the energy storage facility available to SECI for charging/discharging of the ESS, on an "on demand" basis. Detailed criteria for performance are elaborated in Clause 8 of the RfS.

3.2 Setting up of the ESS and interconnection of the ESS with the ISTS network and entire Operation & maintenance including safety of the equipment/ personnel will be under the scope of the ESSD. This RfS is technology agnostic on the nature of energy storage system being opted by the ESSD, as long as it meets the definition of ESS under this RfS and the required performance criteria under the RfS and ESPA.

3.3 Scheduling of charging and discharging of the ESS system will be under the scope of SECI. DSM penalty, if any, shall be levied separately on the ESSD for the charging and discharging activities.

3.4 The ESSD shall ensure that the Energy Storage System installed is of requisite quality and complies with best industry practices.

3.5 The ESSD is required to comply with Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2023, including subsequent amendments and clarifications issued thereof.

4 Total capacity offered, Project sizing, and Project Location

4.1 Selection of ESS Project for a total capacity of 50 MW/100 MWh will be carried out through e-bidding followed by e-Reverse Auction process.

4.2 The ESS Capacity offered shall have been interconnected with ISTS network to enable SECI to charge and discharge such capacity.

4.3 Selection of Successful Bidder will be carried out based on the Tariff (Monthly Capacity Charge in INR/ MW/ month) offered by the Bidders. In this context, the term "Project" used anywhere in the RfS and ESPA, will solely mean the ESS, set up by the ESSD to make available the Contracted Capacity as agreed to in the ESPA.

4.4 **Project Configuration:**

Sl. No.	Term/ Contract Period of ESPA	BESS Capacity	Delivery Point
1	01st November 2026 to 31st October 2027	50 MW/100 MWh	ISTS Substation

5 *Maximum Contracted Capacity Allocation for a Bidder*

5.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid for the complete Project of 50 MW/ 100 MWh in the prescribed formats.

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

5.2 The cumulative Project Capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be 50 MW/100 MWh.

5.3 The evaluation of bids shall be carried out as described in Section-5 of RfS.

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

6 *Performance Criteria of the Project*

6.1 **Project performance parameters**

The Contracted Capacity of the Project shall be in terms of "MW", which shall also be referred to as the Project Capacity. SECI's obligation shall be to procure entire 100% of the Project Capacity.

a. For a Contracted Capacity of 50 MW, the ESPA shall entitle SECI to schedule discharge up to 100 MWh of energy from the ESS in each cycle, with SECI scheduling charging of the ESS 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 50 MW/100 MWh, assuming an RtE of 85%, SECI shall supply charging power to the tune of 117.65 MWh, to expect a discharge of 100 MWh as per the desired schedule.

b. Power rating of a 100 MWh (50 MW x 2 hrs) ESS will be 50 MW, i.e., the maximum value of the active output and input power at the Delivery Point. The Energy rating of 100 MWh of the system will be the dispatchable capacity of the ESS as per the RfS, as measured at the Metering Point. Terms and definitions of terminologies related to ESS shall be as defined in IEC 62933-2-1.

c. The ESSD shall make the ESS available for a minimum of 1 operational cycle per day (i.e. 1 complete charge-discharge cycle per day) and up to a maximum of 2 operational cycles per day, subject to maximum 485 operational cycles during the Term of ESPA. Following provisions shall be applicable on the entire Project Capacity:

   i. The procurement shall be in power (MW) terms. The ESSD shall own, operate and maintain the ESS to offer facility to the SECI to charge and discharge the ESS on an "on demand" basis. The ESSD shall guarantee a **minimum system availability of**

95% during the Term of the ESPA. The ESSD shall pay the liquidated damages for such shortfall and shall duly pay such damages to SECI. Amount of such liquidated damages shall be twice the Capacity Charges for the capacity not made available.

"Availability" of the Project shall mean the ability of the ESS to execute a function i.e. charging or discharging, when called upon to do so, as per the schedule or signal provided by SECI, subject to the minimum system ratings specified herein.

For a given ESPA, the Annual availability guarantee shall commence from 01.11.2026 and shall be calculated as below:

Annual System Availability = Mean of the System availabilities of all time-blocks during the year.

where,

"Availability (MW)" is the capability of the Project to operate in both charging and discharging mode and will be declared by the ESSD on day-ahead basis, for each 15-minute time block (or any amended duration of the time-block as per the extant Grid Code regulations/ other regulations issued by CERC) for the next day.

ii. The ESSD shall guarantee a **minimum AC to AC roundtrip efficiency (RtE) of 85%** for the system on monthly basis. The ESSD shall be liable for Liquidated Damages to SECI, if any, on account of excess conversion losses, based on the following conditions:

(a) For RtE <70%, there shall be a liquidated damage @ Rs. 3.5/kWh, levied upon the excess conversion losses, considering system RtE = 85% and tariff payment for the corresponding month shall not be made to the ESSD;

(b) For 70% ≤ RtE < 85%, there shall be a liquidated damage levied @ Rs. 3.5/kWh, levied upon excess conversion losses considering system RtE = 85%.

System Roundtrip Efficiency =

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

Where,

j refers to the jth month in a year;

D ≠ 0;
D <= No. of Cycles in jth Month x "d";

"d" refers to the charging energy required for each cycle in the month

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 6.1.a. above.
- The ESSD shall take separate, metered connection for the Auxiliary Power load of ESS at its own cost.
- The ESSD shall declare RtE on Day-Ahead basis.

iii. The nameplate ratings shall be achievable during discharge for the full range of environmental conditions at the project site when the ESS is fully charged. In any case, the ESS shall be capable of being discharged at reduced power levels from that specified above. However, the energy discharged from the ESS shall not require to be greater than the nameplate watt-hour rating specified herein.

iv. SECI shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the ESSD for dispatch of electricity to the Grid during such period and in such volume as it may specify in its instructions. The ESSD shall clearly specify the maximum recovery times required to restore the ESS for functional availability between duty cycles. However, in no case, the same shall be more than 1 hour.

v. 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 ESS 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 ESSD to SECI, with at least one month’s prior notice, subject to meeting the minimum annual system Availability criteria as specified in the ESPA.

   ESSD will have to comply with the Charging and Discharging Schedule as intimated by SECI.

vi. In addition to above, the ESSD shall also submit Available energy Test Report for the Project Capacity prior to start of the Term of ESPA. The assessment of ESS shall be carried out by personnel trained for inspection as per ISO/IEC 17020.

vii. It shall be the responsibility of the ESSD 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 ESS Outage” for the purpose of computing ESS Availability.

d. Pursuant to the provisions as above, the ESSD shall convey its availability for scheduling thereof by SECI and accordingly shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003. The ESSD shall adhere to all the technical requirements as brought out in Annexure-A of the RfS. The ESS shall conform to all the applicable CEA/ CEIG and CERC Standards for connectivity, metering, communication with the grid operators, etc.

6.2 Shortfall in meeting Performance Criteria

Following provisions shall be applicable on the Contracted Capacity:

i. Shortfall in demonstrating minimum Availability: Subsequent to the start of commercial operation of the Project/ Contracted Capacity, in case the annual Availability demonstrated by the ESSD is less than the minimum as specified above, such shortfall in performance shall make the ESSD liable to pay the liquidated damages to SECI.

   Liquidated damages for the Contract Year on account of shortfall in meeting the minimum Annual Availability criteria as per Clause 6.1.c.i., will be computed as follows:

   Liquidated damages = (A – B) x C x D x 12 x 2

   where,

   A is Guaranteed Annual Availability (%) as per Clause 6.1.c.i. above;

   B is Actual Annual System Availability (%);

   C is ESS Power Capacity;

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

   It is clarified that the calculation of Availability as per Clause 6.1.c.(i) of the RfS will include the planned outage as declared by the ESSD under Clause 6.1.c (vii) of the RfS.

ii. Shortfall in demonstrating minimum Round-trip-Efficiency: In case the ESSD fails to meet the monthly RtE demonstration as per Clause 6.1.c.ii 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 ESPA with SECI, affecting the availability of the system. An illustration to this effect is enclosed at Annexure-C of the RfS.

7 Commercial Operation Date (COD) for Utilization of ESS Capacity

Commercial Operation Date (COD) for Utilization of ESS capacity under this RfS/ ESPA shall be 1st November 2026. The Term of the ESPA shall start from the Effective Date of ESPA and shall continue till 31st October 2027. In case of failure of the ESSD to provide the ESS capacity for utilization from the COD, as part of liquidated damages, the total PBG amount for the Project shall be encashed by SECI and ESPA for the Project shall stand terminated.

It is clarified that the liquidated damages are genuine pre-estimate and Bidder/ESSD agrees that in case of invocation of PBG, SECI is under no obligation to produce any estimate of loss in this regard.

SECTION 3. STANDARD CONDITIONS OF CONTRACT

8 *Obtaining RfS Documents*

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

9 *Cost of RfS Document & Bid Processing Fees*

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

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

Bids submitted without cost of the RfS document and/or Bid Processing Fee and/or Bank Guarantee/ Surety Bond against EMD (including partial submission of any one of the respective amounts/ instruments), shall be summarily rejected.

10 *Project Scope & Technology Selection*

Under this RfS, the ESSD shall have already set up the Project including the transmission network up to the Interconnection/Delivery Point, at its own cost. All approvals, permits and clearances required for setting up the Project and/or transmission network up to the Interconnection/ Delivery Point (along with connectivity), including those required from State Government and local bodies, shall have already been obtained by the ESSD. The Project to be selected under this RfS provide for utilization of Energy Storage Technology. However, the selection of Projects would be technology agnostic within the above segment.

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

The ESSD shall have obtained all statutory approvals, permits, licences, consents and clearances, as applicable, required under the applicable laws for setting up, commissioning and operation of the Project. The ESSD shall submit an undertaking to this effect prior to signing of ESPA, and SECI may seek documentary evidence in support thereof at any stage.

12 Bank Guarantee/ Insurance Surety Bond against Earnest Money Deposit (EMD)

12.1 Earnest Money Deposit (EMD) of **INR 2,40,00,000/- (Indian Rupees Two Crore and Forty Lakhs only)**, in the form of Bank Guarantee according to Format 7.3A and valid for 6 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 claim period of the EMD shall be at least 30 days beyond the expiry of the validity period. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company. In the event of encashment of EMD, the encashed amount shall include all applicable taxes. Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.

12.2 The Bidder shall furnish the Bank Guarantees towards EMD from an Indian branch of a Scheduled Commercial Bank as listed on the website of Reserve Bank of India (RBI), as applicable on the date of issuance of bank guarantee.

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, 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 EMD 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.

12.3 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.

12.4 All expenditure towards execution of Bank Guarantees/ Surety Bond such as stamp duty etc. shall be borne by the Bidders. Any Bank Guarantee or amendment to be submitted as part of the bidding process, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to IDFC First Bank, with the following bank details:

Account Holder’s Name: Solar Energy Corporation of India Ltd,
Account No.: 10070882654,
IFSC: IDFB0020101,
Bank Name: IDFC First Bank Limited,
Branch: Express Building, 2nd Floor, 9-10, Bahadurshah Zafar Marg, New Delhi-110002,

and confirmation in this regard is received by SECI.

Message Type: IFN760COV is to be used by the issuing bank.

12.5 **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 ESPA with the Successful Bidder and if the Successful Bidder does not submit the requisite documents as per Clause 15 of the RfS or does not execute the ESPA within the stipulated time period;

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

d. If the Bidder fails to furnish required PBG/ Surety Bond in accordance with Clause 13 of the RfS

12.6 **Insurance Surety Bond (Surety Bond):** As an alternative to submission of EMD as above, the bidder also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond 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/ESPA. This instrument would be furnished as per Format 7.3B of the RfS, within the timelines as per Clause 12.1 above, for the amount and validity period as per Clause 12.1 above.

12.7 The term "Bank Guarantee (BG) towards/ against EMD" utilised in the RfS shall be read as "Bank Guarantee (BG)/ Insurance Surety Bond towards/ against EMD".

13 Performance Bank Guarantee (PBG)/ Insurance Surety Bond

13.1 Bidder selected by SECI based on this RfS shall submit Performance Bank Guarantee (PBG) for a value of **INR 6,00,00,000/- (Indian Rupees Six Crore only)** within 10 days of issuance of LoA. It may be noted that successful Bidder shall submit the PBG according to the Format 7.3C with a validity period up to (& including) the date as on 3 months after the Expiry of the Term of ESPA. The claim period of the PBG shall be at least 30 days beyond the expiry of the validity period. Upon receipt and after successful verification of the total PBG in the acceptable format, the BG/ Surety Bond submitted towards EMD shall be returned by SECI to the Successful Bidder. It may be noted that ESPA will be signed only upon successful verification of the PBG submitted by the ESSD. Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this RfS. Prior to signing of ESPA, in case of any shortfall in validity of the PBG, the same will be acceptable, subject to the condition that the PBG validity is enhanced by the ESSD prior to expiry of validity of the PBG. The PBG is required to be submitted in the name of the entity signing the ESPA.

13.2 The ESSD shall furnish the PBG from an Indian branch of a Scheduled Commercial Bank as listed on the website of Reserve Bank of India (RBI), as applicable on the date of issuance of bank guarantee.

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

13.4 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.

13.5 The Successful Bidder is required to sign the ESPA with SECI within the timeline as stipulated in Clause 15 of the RfS. In case, SECI offers to execute the ESPA with the Successful Bidder and if the Successful Bidder does not submit the requisite documents as per Clause 15 of the RfS, or does not meet eligibility criteria upon submission of documents, or does not execute the ESPA 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. It is further clarified that the liquidated damages are genuine pre-estimate and Bidder/ESSD agrees that in case of invocation of BG, SECI is under no obligation to produce any estimate of loss in this regard.

13.6 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.

13.7 All expenditure towards execution of Bank Guarantees/ Surety Bond such as stamp duty etc. shall be borne by the Bidders/ESSD. 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 with the following account details:

Account Holder's Name: Solar Energy Corporation of India Ltd,
Account No.: 10070882654,
IFSC: IDFB0020101,
Bank Name: IDFC First Bank Limited,
Branch: Express Building, 2nd Floor, 9-10, Bahadurshah Zafar Marg, New Delhi-110002,

and a confirmation in this regard is received by SECI.

Message Type: IFN760COV is to be used by the issuing bank.

13.8 After the bidding process is over, SECI may release the Bank Guarantees/ Surety Bond towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction (e-RA). The Bank Guarantee/ Surety Bond towards EMD of the Successful Bidder shall be released subsequent to submission of PBG by it to SECI. The PBG shall be returned to the ESSD within 45 days of Expiry of the Term of the ESPA, after taking into account any liquidated damages as per Clause 6 and 7 of the RfS.

13.9 **Insurance Surety Bond (Surety Bond):** As an alternative to submission of PBG as above, the ESSD also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond 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/ESPA. This instrument would be furnished as per Format 7.3D of the RfS, within the timelines as per Clause 19.1 above, for the amount and validity period as per Clause 19.1 above.

13.10 The term "Performance Bank Guarantee (PBG)" occurring in the RfS shall be read as "Performance Bank Guarantee (PBG)/ Insurance Surety Bond".

14 Integrity Pact (IP)

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 the Successful Bidder/ESSD, as per Format 7.6. 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) Shri Rakesh Mohan, IA&AS (Retd.), e-mail ID: rmohan1987@gmail.com

b) Shri Najib Shah, IRS (Retd.), e-mail ID: najibshah@hotmail.com

The above-mentioned IEMs are authorized to examine/consider all references made to them under this tender/Contract. The contractor, i.e. the ESSD, in case of any dispute(s)/complaint(s) pertaining to this project may raise the issue either with the designated 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.: Executive Director (C& P)
Telephone No.: - 0091-(0)11-24666200
E-mail: - aknaik@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 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.

15 Energy Storage Purchase Agreement (ESPA)

15.1 SECI will enter into Energy Storage Purchase Agreement (ESPA) with Bidder selected based on this RfS. A copy of standard ESPA to be executed between SECI and the ESSD is available on ISN-ETS bidding portal and in SECI's website. Effective Date of the ESPA shall be the date as on 20 days from the issue of LoA or 31.10.2026, whichever is earlier, and the ESS capacity shall be required to be provided by ESSD to SECI from 01.11.2026.

15.2 The ESPA shall be valid for a period of 1 year as stipulated in Clause 4.4 of the RfS. Any extension of the ESPA period beyond the term of the ESPA shall be through mutual agreement between the ESSD and SECI.

15.3 The Performance Bank Guarantee as per Clause 12 above shall be submitted by the ESSD prior to signing of ESPA.

15.4 Successful Bidder will have to submit the required documents to SECI within 10 days from the issue of LoA. In case of delay in submission of documents beyond the period as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of ESPA.

15.5 The ESSD will be free to replenish the ESS capacity from time to time during the Term of the ESPA 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 ESPA and at the charges applicable as per the existing agreements.

15.6 Any extension of the ESPA term shall be carried out through mutual agreement between the ESSD and SECI, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial term of the ESPA.

16 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 – B. 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. Bank Guarantee/ Insurance Surety Bond against Earnest Money Deposit (EMD) as per **Format 7.2 A/ 7.2 B.**

c. Board Resolutions, as per prescribed formats enclosed as per **Format 7.3** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable.

d. Undertaking as per **Format 7.4.**

e. A disclosure statement as per **Format 7.5/7.5A** regarding participation of any related companies in the bidding process.

f. Signed Integrity Pact between SECI and the Bidding Company as per **Format 7.6**.

g. 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/ Energy Storage System development. In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company at the time of bid submission, the bid submitted shall be treated as non-responsive and shall be rejected.

   ii. Certificate of Incorporation of Bidding Company.

   iii. Trial Run Certificate and COD declaration, issued by the competent authority as per Grid Code.

   iv. Copy of final grant of connectivity, with Start Date of Connectivity on or before the bid submission deadline.

h. Covering letter of the Financial bid as per **Format - 7.7.**

17 Important Notes and Instructions to Bidders

17.1 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.

17.2 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 ESPA in terms of Clause 15 of the RfS.

17.3 If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to 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/ Surety Bond 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.

17.4 If the event specified at Clause 17.3 is discovered after the Effective Date of ESPA, consequences specified in ESPA shall apply.

17.5 Response submitted by the Bidder shall become the property of 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 13 of the RfS.

17.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda and ESPA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.3.

17.7 The response to RfS shall be submitted as mentioned in Clause 16 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.

17.8 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 Techno-commercial bid.

17.9 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.

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

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

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

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

17.14 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.

17.15 The Central Electricity Regulatory Commission (CERC) shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between ESSD and SECI. Subject to the above, only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

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

18 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 document and/ or Bid Processing Fees 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.

19 Method of Submission of Response to RfS by the Bidder

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

a. Bank Guarantee/ Insurance Surety Bond towards EMD as mentioned in the Bid Information Sheet (as per Format 7.2A/ 7.2B).
b. Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal.

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

Bank Guarantee/ Surety Bond against EMD needs to be submitted in both online and offline modes. The Bidders will be required to submit the bank guarantee/ Surety Bond, 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 deadline for the bid submission is 18:00 hrs on 22.09.2026, the above deadline will expire at 18:00 hrs on 24.09.2026. 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/ Surety Bond 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 Utilization of 100 MWh (50 MW x 2 Hrs.) Standalone ESS on Short-Term basis under Tariff-based Competitive Bidding	
Cumulative Capacity of the projects applied for	*50 MW/100 MWh*
RfS Reference No.	______ dated ________
Submitted by	*(Enter Full name and address of the Bidder)*
Organization ID (OID) on ETS portal	*(Enter the OID through which the Bid has been submitted online on ETS portal)*
Authorized Signatory	*(Signature of the Authorized Signatory)* *(Name of the Authorized Signatory)* *(Stamp of the Bidder)*
Bid Submitted to	**Executive Director (C&P)** **Solar Energy Corporation of India Limited** **6th Floor, Plate-B, NBCC Office Block Tower-2,** **East Kidwai Nagar, New Delhi-110023**

19.2 **Documents to be Submitted Online**

Detailed instructions to be followed by the Bidders for online submission of response to RfS as stated as Annexure-B. 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/ Surety Bond against EMD 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 document, Bid Processing Fees 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*** which should contain the following:

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 A/ 7.2 B, 7.3, 7.4, 7.5, and 7.6, as elaborated in Clause 16.

(b) All attachments elaborated in Clause 16 of the RfS, under the sub-clause g: 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/ Surety Bond 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 Techno-commercial Bid.

Submission of Pass-phrases: In line with Clause 17.8, and Annexure-B 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 Techno-commercial bid.

II. Financial Bid (Second Envelope)

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

(a) Covering letter of the Financial Bid as per Format - 7.7 of the RfS

As part of the financial bid submission, only a single capacity charge (INR/MW/month) for the Project 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.

III. Important Note:

(a) The Bidders shall not deviate from the naming and the numbering formats of envelops mentioned above, in any manner.
(b) In case the Bidder submits the online documents on ISN-ETS portal 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 bidding portal. Similarly, bids submitted offline but without any online submission on ISN-ETS bidding portal shall not be opened and the EMD shall be returned to the respective Bidder. In such cases, Bid Processing fee and cost of RfS document, if paid by the Bidder, will not be refunded to the Bidder.
(c) In case a Bidder has paid cost of RfS document and Bid Processing Fee for this RfS and chooses not to participate in the bidding process (i.e. the Bidder does not submit any of the online or offline bid documents to SECI), the respective amounts paid to SECI will be refunded without any interest payment, to the respective Bidder.
(d) Tariff to be quoted in the Financial Bid shall be exclusive of GST (for providing the storage as a service). GST levied on the storage service being provided by the Project, if any, shall be borne by SECI.

20 Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid up to the date as on 6 months 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. It is clarified that subsequent to issuance of LoA, the discovered tariff shall be deemed to be valid until the signing of ESPA, pursuant to Clause 31 of the RfS.

21 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.

22 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

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

22.2 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.bharatelectronictender.com. If necessary, amendments, clarifications, and elaborations shall be issued by SECI which will be notified on ISN-ETS bidding portal. No separate reply/ intimation will be given for the above, elsewhere.

23 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 prior to opening of bids, the Bid Processing Fee (excluding GST, if amount credited to SECI's account), without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders. In the event of opening of bids, Bid Processing Fees will not be refunded.

SECTION 4. <u>QUALIFICATION REQUIRMENTS FOR BIDDERS</u>

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

24 General Eligibility Criteria

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

24.1 The Bidder shall be a Company as defined.

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

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

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

d. "Bidder from a country which shares a land border with India" for the purpose of this clause, means:

   i. An entity incorporated, established or registered in such a country; or
   ii. A subsidiary of an entity incorporated, established or registered in such a country; or
   iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
   iv. An entity whose beneficial owner is situated in such a country; or
   v. An Indian (or other) agent of such an entity; or
   vi. A natural person who is a citizen of such a country; or
   vii. A consortium where any member of the consortium falls under any of the above.

e. "Beneficial owner" for the purposes of Clause 37.4.d.iv. above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.

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

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

24.3 Proprietorships, Partnerships, Trusts, NGOs, JVs, Consortium, and Limited Liability Partnership (LLPs) are not eligible for participation.

24.4 As on the bid submission deadline, the Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, as on the bid submission deadline, the Bidder & 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, as per Format 7.4 of the RfS.

25 Technical Eligibility Criteria

25.1 The Projects shall comply with the performance criteria as detailed in Clause 6 of the RfS.

SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS

26 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.

27 Techno-Commercial Evaluation of Bidders (Step 1)

27.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened by SECI whose required documents as mentioned at Clause 19 of the RfS are received by SECI. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee.

For e.g., if the bid submission deadline is 18:00 hrs on 22.09.2026, the online bid opening will be conducted on 25.09.2026. In case of the above deadline being a holiday, the bids will be opened on the next working day.

27.2 Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the Bidder.

27.3 Subject to Clause 18 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/ ETS Bidding 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.

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

28 Financial Bid Evaluation (Step 2)

28.1 In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the monthly capacity charges, or the "First Round Tariff", quoted by the Bidder in the electronic form of ISN-ETS bidding portal under financial bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction. **The "tariff" in this section will refer to the monthly capacity charges (in INR/MW/month) quoted by the Bidders.**

28.2 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.

28.3 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 (monthly capacity charges) in Indian Rupees per MW per month. **The tariff shall be quoted in Indian Rupees per MW per month 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 3,00,000.64/MW/month, then it shall be considered as INR 3,00,000/MW/month).

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

28.5 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.

28.6 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.

28.7 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 29.2 of the RfS.

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

Bidder	Submitted Financial Bid	Ranking
B1	₹ 2,20,000 (Tariff in ₹/ MW/month)	*L1*
B2	₹ 2,25,000 (Tariff in ₹/ MW/month)	*L2*
B3	₹ 2,35,000 (Tariff in ₹/ MW/month)	*L3*
B4	₹ 2,35,000 (Tariff in ₹/ MW/month)	*L3*
B5	₹ 2,45,000 (Tariff in ₹/ MW/month)	*L4*
B6	₹ 2,46,000 (Tariff in ₹/ MW/month)	*L5*
B7	₹ 2,47,000 (Tariff in ₹/ MW/month)	*L6*
B8	₹ 2,49,000 (Tariff in ₹/ MW/month)	*L7*
B9	₹ 2,50,000 (Tariff in ₹/ MW/month)	*L8*

29 Reverse Auction (Step 3)

29.1 The reverse auction for the total tendered capacity shall be conducted on portal https://www.bharat-electronictender.com, on the day as intimated by SECI to the eligible Bidders. Rules of the auction process are brought out below and are also contained in Annexure-B of the RfS. As part of submission of their response to RfS, the Bidders shall submit the scanned copy of Annexure-B of the RfS duly signed and stamped by the Authorized Signatory, as an acceptance of the provisions contained therein.

29.2 The total number of eligible Bidders for the reverse auction shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders, and
Total eligible Bidders (n) for e-Reverse Auction:

Case	Condition/If	Formula	Total eligible bidders for reverse auction
Case-I	$T \leq 3$	n=T	All the techno-commercially qualified Bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.
Case-II	$T > 3$	n = T-1	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.

Note:

(a) In case more than one bidder is ranked as "H1" bidder, no elimination will take place at this stage.

(b) The above elimination will take place subject to the condition that the total number of shortlisted bidders after such elimination remains more than 3. In the contrary scenario, no elimination will take place at this stage.

29.3 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 from ETS portal for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted for that particular Project based on the criteria mentioned at Clause 29.2 above.

29.4 Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS bidding 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/month. The Bidder can mention its revised discounted tariff which has to be at least Rs. 1000/MW/month 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, if any Bidder beats the lowest (L1) tariff in the last eight minutes of the auction period or extended auction period. If no such valid bid which is less than the instant L1 bid is received during last eight minutes of auction period or extended auction period, then the reverse auction process will get closed.

30 Selection of Successful Bidder

30.1 Subsequent to conclusion of the e-RA process, the lowest quoting Bidder after reverse auction will be selected as Successful Bidder for the Project.

30.2 In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same at the end of the e-RA), they will be considered in the chronological order of their last bid with preference to that Bidder who has quoted his last bid earlier than others.

30.3 In the above case, if the time of quote also become exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows:

Step 1: Highest rank (L1) will be accorded to the Bidder who has quoted the lowest First Round Tariff in its Financial Bid (Electronic Form) and so on for that particular Project. 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.

31 Issuance of LoAs

a) At the end of the selection process, a Letter of Award (LoA) will be issued to the Successful Bidder by SECI.
b) In case SECI does not find it viable to procure the ESS capacity at the tariff discovered after the bidding process, SECI reserves the right to annul the bid process without financial implications to any of the parties concerned.
c) In all cases, SECI's decision regarding selection of Bidder through Reverse Auction or otherwise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

SECTION 6. DEFINITIONS OF TERMS

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

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

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

i. controls, or
ii. is controlled by, or
iii. is under common control with, a company developing a Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors.

32.3 **"APPROPRIATE COMMISSION"** shall mean Central Electricity Regulatory Commission (CERC).

32.4 **"AVAILABILITY"** shall mean as defined in Clause 6 of the RfS.

32.5 **"BATTERY ENERGY STORAGE SYSTEMS"** or **"BESS"** shall mean the system(s)/projects utilizing methods and technologies such as electrochemical batteries (Lead Acid, Li-ion, solid state batteries, flow batteries, etc.), providing a facility that can store chemical energy and deliver the stored energy in the form of electricity, including but not limited to ancillary facilities (grid support, for example). Such systems may be co-located with RE Generating Stations or may be operated on stand-alone basis.

32.6 **"ENERGY STORAGE SYSTEM DEVELOPER"** or **"ESSD"** or **"DEVELOPER"** or **"PROJECT DEVELOPER"** or **"DEVELOPER"** shall mean the entity owning/operating the ESS facility for supply of power on short term basis under the ESPA and shall refer to the Bidding Company participating in the bid and having been selected and allocated a Project capacity by SECI (through a competitive bidding process).

32.7 **"ENERGY STORAGE PURCHASE AGREEMENT"** or **"ESPA"** shall mean the agreement signed between the Successful Bidder/ESSD and SECI according for procurement of capacity from the ESS, as per the terms and conditions of the standard ESPA enclosed with this RfS.

32.8 **"BID"** or **"PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder as part of its response to the RfS issued by SECI.

32.9 **"BIDDER"** shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company, including its successors, executors and permitted assigns.

32.10 **"BID CAPACITY"** shall mean aggregate project capacity of the Energy Storage System as proposed by the Bidder.

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

For bidders incorporated in countries other than India, “Chartered Accountant” shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country.

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

32.13 **“COMMERCIAL OPERATION DATE (COD)”** for the Project being utilized under this RfS shall mean 01.11.2026.

32.14 **“CONTRACTED CAPACITY”** or the **“PROJECT CAPACITY”** shall mean the capacity in 50 MW/ 100 MWh contracted with SECI for charging and discharging the system on “on-demand” short-term basis, based on which the ESPA is executed with SECI.

32.15 **“CONTRACT YEAR” or “TERM OF THE CONTRACT/ ESPA”** shall mean the period beginning from 01.11.2026 and ending on 31.10.2027.

32.16 **“CENTRAL TRANSMISSION UTILITY (CTU)”** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003.

32.17 **“DAY”** shall mean calendar day.

32.18 **“GENERAL NETWORK ACCESS (GNA)”** shall mean General Network Access as defined under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022;

32.19 **“GRID CODE REGULATIONS” or “GRID CODE”** shall mean the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time;

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

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

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

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

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

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

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

32.21 **"INTER-CONNECTION POINT/ DELIVERY/ METERING POINT"** shall mean a single point at 220 kV or above, where power from the Project is injected into the identified ISTS Substation (including the transmission line connecting the Project with the substation system). Metering shall be done at this interconnection point where the power is injected into or drawn from. For interconnection with grid and metering, the ESSD shall abide by the relevant CERC/ SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

32.22 **"SECI" or "PROCURER" or "BUYING ENTITY"** shall mean Solar Energy Corporation of India Limited.

32.23 **"ISTS"** means Inter-State Transmission System;

32.24 **"LETTER OF AWARD"** or **"LoA"** shall mean the letter issued by SECI to the Successful Bidder for award of the Project.

32.25 **"LIMITED LIABILITY PARTNERSHIP"** or **"LLP"** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.

32.26 **"LLC"** shall mean Limited Liability Company.

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

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

32.29 **"PGCIL"** or **"POWERGRID"** shall mean Powergrid Corporation of India Limited.

32.30 **"PROJECT"** shall mean the Energy Storage System set up by the ESSD for utilization of the Project Capacity "on Demand" short-term basis, having single point of injection/drawl into/from the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering. The Project shall also comprise auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery (pertaining to the ESS), facilities and related assets required for the efficient and economic operation of the power supply facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to SECI.

32.31 **"PROJECT CAPACITY"** shall mean the maximum AC capacity at the Delivery Point that can be scheduled on which the ESPA shall be signed;

32.32 **"PROJECT LOCATION"** shall mean the area identified by the ESSD, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State, where the Project being offered is located.

32.33 **"POWER ON DEMAND"** shall mean the requirement of SECI to charge and discharge the ESS based on its requirements during the day, subject to provisions of the RfS and ESPA.

32.34 **"PUMPED STORAGE PLANT (PSP)"** shall mean a hydro power plant, either on-stream or off-stream, that stores energy by pumping water from a lower stream/ reservoir to an upper reservoir and generates electricity by releasing it back through a turbine-generator.

32.35 **"RENEWABLE ENERGY (RE) POWER"** shall mean power from a RE Power generation facility.

32.36 **"RE PARK"** shall refer to areas or parks developed, in accordance with the Guidelines issued by Central or State Governments, for setting-up of renewable energy power projects, including Solar-Wind Hybrid Power projects;

32.37 **"RfS"** or **"RfS DOCUMENT"** or **"BIDDING DOCUMENT(S)"** or **"TENDER DOOCUMENTS"** shall mean the "Request for Selection" document issued by SECI including standard Energy Storage Purchase Agreement, along with subsequent clarifications and amendments thereof, vide RfS No. SECI/C&P/IPP/15/0008/26-27 dated 28.08.2026.

32.38 **"SELECTED BIDDER"** or **"SUCCESSFUL BIDDER"** shall mean the Bidder selected pursuant to this RfS to set up the Project for making available the ESS capacity as per the terms of ESPA.

32.39 **"STATE TRANSMISSION UTILITY"** or **"STU"** shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003.

32.40 **"STATUOTORY AUDITOR"** shall mean the auditor appointed under the provisions of the Companies Act, 1956 / Companies Act, 2013 (as the case may be) or under the provisions of any other applicable governing law

32.41 **"TOE"** shall mean Tender Opening Event.

32.42 **"ULTIMATE PARENT"** shall mean a Company, which owns more than 50% (Fifty

Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates;

32.43 **"WEEK"** shall mean calendar week;

SECTION 7. SAMPLE FORMS & FORMATS FOR BID SUBMISSION

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

Format 7.1

COVERING LETTER

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

Ref. No. __________ Date: ____________

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

____

____

Tel.#:

E-mail address#

To

(Enter address of SECI)

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

Dear Sir/ Madam,

We, the undersigned ……. [*Insert name of the 'Bidder'*] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard ESPA for availability of Contracted Capacity for the Term of the ESPA to SECI, hereby submit our response to RfS.

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 7.5 under Disclosure). (*strike out if not applicable*)

OR

We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per Format 7.5A in this regard. (*strike out if not applicable*)

We are submitting response to RfS for the utilization of following Project:

S.No.	Interconnection Point Details	Project Capacity	COD of the Project	Start Date of Connectivity
1		50 MW/ 100 MWh		

1. We give our unconditional acceptance to the RfS, dated ………………. *[Insert date in dd/mm/yyyy]*, standard ESPA documents attached thereto, issued by SECI. In token of our acceptance to the RfS and ESPA documents along with the amendments and clarifications issued by SECI, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that ESPA is executed as per the provisions of the RfS and provisions of ESPA and shall be binding on us.

2. Earnest Money Deposit (EMD):- (*Please read Clause 18 carefully before filling*)
We have enclosed EMD of INR ………… (*Insert Amount*), in the form of Bank Guarantee no./ Surety Bond No. ………… [*Insert bank guarantee/ Surety Bond number*] dated ………. [*Insert date of bank guarantee/ Surety Bond*] as per Format 7.3A/7.3B from ………… [*Insert name of bank providing bank guarantee/ Surety Bond issuing agency*] and valid up to…………in terms of Clause No. 12 of this RfS. The total capacity of the ESS Project offered by us is 50 MW/ 100 MWh. (*strike off whichever is not applicable*)

3. We hereby declare that in the event our Project get selected and we are not able to submit Bank Guarantee/ Surety Bond of the requisite value(s) towards PBG for the selected Project, within due time as mentioned in Clauses 13 of this RfS on issue of LoA by SECI for the selected Project and/or we are not able to sign ESPA with SECI within the timeline as stipulated in the RfS for the selected Projects, SECI shall have the right to encash the EMD submitted by us.

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

5. **Acceptanc**e: -

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

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

6. **Familiarity with Relevant Indian Laws, Regulations and Orders**:-
We confirm that we have studied the provisions of the relevant Indian Laws, Regulations and Order issued by judicial bodies as required to enable us to submit this response to RfS and execute the ESPA, in the event of our selection as Successful Bidder.

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

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

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

10. We confirm that all the terms and conditions of our Bid are valid up to a period of 6 months from the last date of submission of response to RfS. We confirm that in the event of issuance of LoA under the RfS, the tariff indicated in the LoA shall be valid until the signing of ESPA, pursuant to Clause 31 of the RfS.

11. Contact Person:

Details of the representative to be contacted by SECI are as under:
Name : ……………………………………
Designation : ……………………………………
Company : ……………………………………
Address : ……………………………………
Phone Nos. : ……………………………………
Mobile Nos. : ……………………………………
E-mail address: ……………………………………

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

Encl: (i) Trial Run Certificate and COD declaration, issued by the competent authority as per Grid Code.
(ii) Copy of Final Grant of Connectivity, with Start Date of Connectivity on or before

bid submission deadline.

Dated the _____________ day of________, 20….

Thanking you,
We remain,
Yours faithfully,

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

Format 7.2A

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)

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

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

In consideration of the ____________________________________ [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for ______[*Insert title of the RfS*] of the cumulative capacity of 50 MW/ 100 MWh for offering Energy Storage System on short term basis, in response to the RfS No. ____________ dated ___________ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of ………[*Insert the name of the Bidder*] as per the terms of the RfS, the _______________ [*Insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at Delhi forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees ________________ [In*sert amount not less than that derived in line with Clause 12 of the RfS*], only, on behalf of M/s _______________________ [*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including ___________[*insert date of validity in accordance with Clause No. 12 of this RfS*] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR………………..(Indian Rupees _________________________ only). Our Guarantee shall remain in force until _______________ [*insert date of validity in accordance with Clause No. 12 of this RfS*].

The Guarantor Bank hereby agrees and acknowledges that SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _______________ [*Insert name of the Bidder*] and/ or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR ___________ (Indian Rupees ________________________ Only) and it shall remain in force until ___________ [*Date to be inserted on the basis of Clause No. 12 of this RfS*]. SECI shall be entitled to invoke this Guarantee till _________ [*Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 12 of this RfS*].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature:____________________
Name:___________________
Power of Attorney No.: _______________
For
______ [*Insert Name and Address of the Bank*] __
Contact Details of the Bank:
E-mail ID of the Bank:
Banker's Stamp and Full Address.
Dated this ____ day of ____, 20__

Format 7.2B

FORMAT OF INSURANCE SURETY BOND TOWARDS EMD

(To be stamped in accordance with stamp act of India)

Insurance Surety Bond No.:
Date:

To,
Solar Energy Corporation of India Limited,
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

Dear Sir,
In accordance with your RfS No. ……………………. dated ……………., M/s ………………………[*Insert name of the Bidder]* having its Registered/Head Office at………………………… [*Insert address of the bidder*] (hereinafter referred to as 'bidder') wish to participate in the said bid for ………………..[*Insert name of the RfS*].

As an irrevocable Insurance Surety Bond against Bid Security for an amount of .... [*Insert amount not less than that derived in line with Clause 12 of the RfS*] valid for……………………………………[*insert date of validity in accordance with Clause No. 12 of this RfS*] required to be submitted by the bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the RfS Documents.
We, the……………………. [*Insert name of the 'Insurer'*] having our Head Office at …………………..[*Insert address of the Insurer*] guarantee and undertake to pay immediately on demand by Solar Energy Corporation of India Limited (hereinafter referred to as 'SECI') the amount of .... [*Insert amount not less than that derived in line with Clause 12 of the RfS*] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Bidder. Any such demand made by SECI shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the Bidder in terms thereof.
This Insurance Surety Bond shall be unequivocal, unconditional as well as irrevocable and shall remain valid up to.......................... *[insert date of validity in accordance with Clause No. 12 of this RfS*]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from M/s ………………………[Insert name of the Bidder] on whose behalf this Insurance Surety Bond is issued.
The Insurer hereby agrees and acknowledges that the SECI shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.
The Insurer hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Insurer, in order to make the said payment to SECI.

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _______________ *[Insert name of the Bidder]* and/ or any other person. The Insurer shall not require SECI to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SECI in respect of any payment made hereunder. SECI shall be entitled to invoke this Bond till _________ *[Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 12 of this RfS].*

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

This Insurance Surety Bond shall be a primary obligation of the Insurer and accordingly SECI shall not be obliged before enforcing this Insurance Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this .... day of .... 20.......... at ....

....
(Signature)
....
(Name)
....
(Designation with Insurer Stamp)
Authorized vide Power of Attorney No.......................
Date...................................
Email id of the Branch for confirmation of this Bond: ……………………………

NOTE:

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
2. SECI shall be the Creditor, the bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of bidder/Insurer issuing the Insurance Surety Bond.

Format 7.2C

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted Separately for each Project)

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

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

In consideration of the ____________________ [*Insert name of the Bidder*] (hereinafter referred to as 'selected Energy Storage System Developer') submitting the response to RfS inter alia for ……………………………[*Insert title of the RfS*] of the capacity of 50 MW/ 100 MWh, at …………*[Insert name of the place*], in response to the RfS dated………… issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of ………[*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the Energy Storage System Developer (ESSD) and issuing Letter of Award No. ________________ to ___________________ (*Insert Name of selected Energy Storage System Developer*) as per terms of RfS and the same having been accepted by the selected ESSD resulting in a Energy Storage Purchase Agreement (ESPA) to be entered into, for procurement of capacity on short term basis from selected Energy Storage System Developer or a Project Company, M/s _____________________.

As per the terms of the RfS, the _______________ [*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at Delhi forthwith on demand in writing from SECI or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees ______________________ [Total Value] only, on behalf of M/s ________________________________ [*Insert name of the selected Energy Storage System Developer/ Project Company*]

This guarantee shall be valid and binding on this Bank up to and including ………. and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR ___________ (Indian Rupees ________________________ Only).

Our Guarantee shall remain in force until……………. SECI shall be entitled to invoke this Guarantee till ……….

The Guarantor Bank hereby agrees and acknowledges that SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by __________________ [*Insert name of the selected Energy Storage System Developer*] and/ or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Energy Storage System Developer, to make any claim against or any demand on the selected Energy Storage System Developer or to give any notice to the selected Energy Storage System Developer or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the selected Energy Storage System Developer.

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

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to SECI and may be assigned, in whole or in part, (whether absolutely or by way of security) by SECI to any entity to whom SECI is entitled to assign its rights and obligations under the ESPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR ___________ (Indian Rupees _________________________ Only) and it shall remain in force until ……………. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand. SECI shall be entitled to invoke this Guarantee till _________ *[Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 13 of this RfS].*

Signature: ____________________
Name: ___________________
Power of Attorney No.: _______________
For
______ *[Insert Name and Address of the Bank*] __

Contact Details of the Bank:

E-mail ID of the Bank:
Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1. …………………………………….

Signature
Name and Address

2. ………………………………….

Signature
Name and Address

Notes:
1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by an Indian branch of a Scheduled Commercial Bank listed on the website of Reserve Bank of India (RBI), as applicable as on the date of issuance of Bank Guarantee.

Format 7.2D

FORMAT OF INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY

(To be stamped in accordance with stamp act of India)

Insurance Surety Bond No.:
Date:

To
Solar Energy Corporation of India Limited,
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

Dear Sir,

In consideration of Solar Energy Corporation of India Limited (hereinafter referred to as 'SECI' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s.................... [*Insert name of ESSD*]............................ with its Registered/Head Office at............................ (Hereinafter referred to as the 'Energy Storage System Developer' or 'ESSD', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), the Project of capacity of 50 MW/100 MWh for procurement of capacity on short-term basis there from, in response to the RfS No. ……………… dated…………, issued by SECI by issuing Letter of Award No. ……………………dated………….. and the same having been unequivocally accepted by the ESSD, resulting into a Energy Storage Purchase Agreement (ESPA) to be entered, for procurement of capacity [from selected ESSD or a Project Company, M/s ………………………… and the ESSD having agreed to provide a Performance Guarantee of the amount up to and not exceeding Indian Rupees ………………………………..[*Total Value*] only.

We .... [*Name & Address of the Insurer*] .... having its Head Office at .... (hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay SECI unequivocally, irrevocably and unconditionally, on demand any and all amount to the extent of amount up to and not exceeding Indian Rupees ______________________ [*Total Value*] on behalf of M/s ______________________________ [*Insert name of the selected ESSD*] at any time up to .... [*days/month/year*] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the ESSD. Any such demand made by SECI on the Insurer shall be conclusive and binding notwithstanding any difference between the SECI and the ESSD or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety

Bond during its currency and or any period extended under the contract, without prior consent of SECI and further agrees that the guarantee herein contained shall be enforceable till SECI discharges this guarantee.
SECI shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the ESSD for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, SECI shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the ESSD, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the ESPA between SECI and ESSD or any other course or remedy or security available to SECI.

The Insurer shall not be released of its obligations under these presents by any exercise by SECI of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of SECI or any other indulgence shown by SECI or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that SECI at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the ESSD and notwithstanding any security or other guarantee that SECI may have in relation to the ESSD's liabilities.

The Insurer hereby agrees and acknowledges that the SECI shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Insurer, in order to make the said payment to SECI.

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _______________ *[Insert name of the ESSD]* and/ or any other person. The Insurer shall not require SECI to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SECI in respect of any payment made hereunder.
This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.
The Insurer acknowledges that this Insurance Surety Bond is not personal to SECI and may be assigned, in whole or in part, (whether absolutely or by way of security) by SECI to any entity to whom SECI is entitled to assign its rights and obligations under the RfS.
Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to INR ………….. (Indian Rupees ……………………………… only) and

it shall remain in force up to and including .... and shall be extended from time to time for such period, as may be desired by M/s ....[*ESSD's Name*] on whose behalf this Insurance Surety Bond has been given. SECI shall be entitled to invoke this Bond till __________ *[Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 13 of this RfS].*

Dated this .... day of .... 20................. at..

....
(Signature)
....
(Name)
....
(Designation with Insurer stamp)
Email id of the Branch for confirmation of this Bond: ……………………………
Authorized vide Power of Attorney No. ....
Date..

WITNESS :
1...
(Signature)
....
(Name)
....
(Official Address)
2. ....
(Signature)
....
(Name)
....
(Official Address)

Notes :

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2. SECI shall be the Creditor, the ESSD shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of ESSD/Insurer issuing the Insurance Surety Bond.

Format 7.3

FORMAT FOR BOARD RESOLUTIONS

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

RESOLVED THAT Mr/ Ms………………., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. _______________for _____________(insert title of the RfS), including signing and submission of all documents and providing information/ response to RfS to SECI, signing of ESPA, representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project.

Certified True Copy

(Signature, Name and Stamp of Company Secretary/ Director)

(ACS No./ DIN)

Notes:

1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution.

Format 7.4

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to Solar Energy Corporation of India Limited, in respect to our response to RfS vide RfS No. _____________dated___________, that as on ____ [*Insert last date of bid submission*], M/s ___________________(*insert name of the Bidder*), or any of its Affiliates is not a willful defaulter to any lender.

Further, we also undertake that as on ____ [*Insert last date of bid submission*], M/s _____________(*insert name of the Bidder*) & any of its Affiliate, their directors have not 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.

(Name, Seal and Signature of the Authorized Signatory)

Format 7.5

FORMAT FOR DISCLOSURE

(To be submitted on the Letter Head of the Bidding Company)

DISCLOSURE

Ref.No. _________ Date: ___________

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

____

____

Tel.#:
E-mail address#
To

(Enter address of SECI)

Sub: Response to RfS No. ______________ dated ________ for ______________.

Dear Sir/ Madam,

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

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

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

We further declare that we have read the provisions of Clause 24.2 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SECI shall take appropriate action as deemed necessary.

Dated the______________day of_________, 20….

Thanking you,

We remain,

Yours faithfully,

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

Format 7.5A

FORMAT FOR DISCLOSURE

(To be submitted on the Letter Head of the Bidding Company)

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

DISCLOSURE

Ref.No. _________ Date: ___________

From: _________ *(Insert name and address of Bidding Company)*
Tel. #:
E-mail address#
To

(Enter address of SECI)

Sub: Response to RfS No. ______________ dated ________ for ______________.

Dear Sir/ Madam,

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

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

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

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

We further declare that we have read the provisions of Clause 24.2 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SECI shall take appropriate action as deemed necessary.

Dated the_____________day of________, 20___.
Thanking you,
We remain,
Yours faithfully,
Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Annexure to Format 7.5/7.5A

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES: MoF OM F.7/10/2021-PPD(1) dated 23.02.2023

(To be submitted on the Letter Head of the Bidding Company)

Ref. No. _________ Date: ___________

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

____

____

Tel.#:
E-mail address#

To
(Enter address of SECI)
Sub: Response to the RfS No ………………… dated ……………………………..for the tender for …………………………………………………

Dear Sir/ Madam,

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

We are hereby submitting the following declaration in this regard:

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

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.
Dated the_____________day of________, 20….

Thanking you,
We remain,
Yours faithfully,
Encl: OM dated 23.02.2023, as referred above
Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 7.6

INTEGRITY PACT

(The scanned version of the format, duly signed by SECI's authorized signatory, is available on the ETS portal as addendum to the RfS. Bidders are required to submit duly signed and stamped scanned copy of the document available on ETS portal.)

Format 7.7

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref. No. _________ Date: ___________

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

____

____

Tel.#:
E-mail address#

To
(Enter Address of SECI)

Sub: Response to RfS No. ___________ dated ________ for ______________.

Dear Sir/ Madam,

I/ We, ______________________ (*Insert Name of the Bidder*) enclose herewith the Financial Proposal for selection of my/ firm for 1 Project for a capacity of 50 MW/100 MWh in India as Bidder for the above.

I/We agree that this offer shall remain valid for a period of 6 months from the due date of submission of the response to RfS and until the date of signing of ESPA, pursuant to Clause 31 of the RfS, and such further period as may be mutually agreed upon.

Dated the_____________day of________, 20….

Thanking you,
We remain,
Yours faithfully,

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

Notes:

1. *There can be only one tariff for all the projects applied for. If the bidder quotes two tariffs or combination thereof for the projects, then the bid shall be considered as non-responsive.*

2. *If the bidder submits the financial bid not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*

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

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

5. *Tariff should be in Indian Rupee in whole numbers only (no decimal places allowed).*

Annexure - A

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

1. Codes and Standards

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

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

Power Conditioning Unit Standards for BESS	
IEC 62477-1	Safety requirements for power electronic converter systems and equipment - Part 1: General
IEC 62477-2	Safety requirements for power electronic converter systems and equipment - Part 2: Power electronic converters from 1 000 V AC or 1 500 V DC up to 36 kV AC or 54 kV DC
IS 14700-6-2 (2019) / IEC 61000-6-2 Ed. 2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments
IEC 61000-6-4 Ed. 2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments
IS 16169:2019/ IEC 62116 Ed. 2	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures
IS/IEC 60068 : Part 2 : Sec 1 : 2007	Environmental testing - Part 2-1: Tests - Test A: Cold
IS/IEC 60068 : Part 2 : Sec 2 : 2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat
IS/IEC 60068 : Part 2 : Sec 14 : 2023	Environmental testing - Part 2-14: Tests - Test N: Change of temperature
IS/IEC 60068 : Part 2 : Sec 30 : 2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)

The Battery Energy Storage System:

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

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

"

(2) The equipment including overhead lines and cables shall comply with the relevant Indian Standards, British Standard (BS), or International Electrotechnical Commission (IEC) Standard, or American National Standards Institute (ANSI) or any other equivalent International Standard:
Provided that whenever an International Standard or International Electrotechnical Commission Standard is followed, necessary corrections or modifications shall be made for nominal system frequency, nominal system voltage, ambient temperature, humidity and other conditions prevailing in India before actual adoption of the said Standard.

(3) The effects of wind, storms, floods, lightening, elevation, ***temperature extremes****, icing,*

contamination, pollution and earthquakes must be considered in the design and operation of the connected facilities."

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

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

2. System Testing and Commissioning

The BESS shall be commissioned as per commissioning criteria and procedures specified by the CEA.

3. Identification and Traceability

Cells/Racks/Packs Assembly shall meet seismic requirement for the plant location of the BESS. Labelling of cells/batteries shall include manufacturer's name, cell type, name-plate rating, date of manufacture and date of expiry of parts and labour warranty.

4. Other Sub-systems/Components

Other subsystems/components used in the BESS must also conform to the relevant international/national Standards for Electrical Safety for ensuring Expected Service Life and Weather Resistance.

5. Fire Protection

The ESSD shall design and install a fire protection system that conforms to national and local codes. The fire protection system design and associated alarms shall take into account that the BESS will be unattended at most times. For high energy density technologies, the ESSD shall also obtain thermal runaway characterization of the battery storage systems.

6. Authorized Test Centres

Batteries/ Power Conditioning Units deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the ILAC member signatory accredited laboratories. In case of module types/ BESS/equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

7. Warranty

ESSD shall procure performance guarantees from the OEM to ensure minimum performance levels for predefined application(s) as per the terms of the RfS. The Warranty shall clearly indicate life expectancy given discharge profiles provided for the application.

8. Performance Monitoring

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

a) The ESSD must install necessary equipment to continuously measure BESS operating parameters (including but not limited to voltage, current, ambient conditions etc.) as well as energy input into and energy output from the BESS along with Metering arrangement in accordance with extant regulations. They will be required to submit this data to SECI on line and/or through a report on regular basis every month for the entire duration of contract.
b) The ESSD shall provide access to the SECI/MNRE or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
c) All data shall be made available as mentioned above for the entire duration of the Contract.
d) The plant SCADA should be OPC version 2.0a (or a later version including OPC UA) compliant and implement appropriate OPC-DA server as per the specification of OPC Foundation. All data should be accessible through this OPC server for providing real time online data (BESS parameters) to the SECI/ MNRE. This time series data shall be available from the Project SCADA system to facilitate monitoring and should include among others as stated before, below parameters to facilitate daily, monthly and annual Report for performance monitoring.
e) Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format.

9. Other necessary criteria

i. Central Electricity Authority, Technical Standards for Connectivity to the Grid, (Amendment) Regulations, 2013 and 2019 mention connectivity standards applicable to the wind generating stations, generating stations using inverters, wind - solar photo voltaic hybrid systems and energy storage systems. BESS, being an inverter based power system element, shall also comply to the requirements specified for other generating stations using inverters.

Some of the requirements are indicated below and following shall be added separately in the “Technical and Regulatory Requirements to be followed by Battery Energy Storage System”:

a) BESS shall be capable of operating in the frequency range 47.5 to 52 Hz and be able to deliver rated output both in charging and discharging mode in the frequency range of 49.5 Hz to 50.5 Hz.

b) **Low/High Voltage Ride Through (LVRT/HVRT) -** BESS shall be capable of operating when voltage at the interconnection point on any or all phases dips/rises to the high or low levels. The levels applicable for wind/solar generation sources (inverter-based) may be referred as available in CEA (Technical Standards for Connectivity to the Grid) Regulations shall be applicable to BESS.

c) **Dynamic Reactive Power Support / Voltage Control -** BESS shall have the feature to detect and regulate the voltage of interconnection point as per the specified capability i.e. The BESS shall be capable of supplying dynamically varying reactive power support at least up to the limits specified for wind/solar generation sources (inverter-based) in the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations. The response time of the BESS shall not exceed the value specified in relevant standards or grid codes.

d) **Primary Frequency Control** – The BESS shall have provisions for Primary Frequency Control with a droop which can be set as per system requirement between the range specified for wind/solar generation sources (inverter-based) in the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations.

e) BESS shall be capable to receive active power/reactive power set point from load despatch centres i.e. SLDC/RLDC.

f) The BESS shall have the black start and intentional island control capability to extend start-up of a blackout system or to operate independently after formation of an island.

g) BESS is required to have the following basic functions:

i. Monitoring: Monitor operational parameters, equipment status and communication status, alarm and faults of main equipment and BESS system, etc.

ii. Information exchange: Receive and process information with RLDC/NLDC including operation parameters, switching information, various alarms and alerts, protective action signals, control information, etc.

iii. Control: Including control mode and parameter setting sharing with RLDC/NLDC

ii. The static information like detailed write-up on present operation methodology of BESS, forbidden zones, number of cycle limits, Auxiliary consumption details, capability curve, simulation models (RMS/PSCAD) along with description or any specific information about BESS shall also be furnished as and when required by RLDC/NLDC/SLDC.

iii. BESS will ensure the compliance of requirements mentioned in procedure of First Time Charging (FTC) as applicable for other power system elements. The consolidated FTC procedure including the requirements for BESS is available in public domain at https://posoco.in/wp-content/uploads/2021/04/Procedure_for_Integration_of_Power_System_Elements.pdf

10. Safe Disposal of unit Batteries from the BESS

The Developer will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable. The ESSD shall ensure that all Unit Battery modules from the plant after their 'end of life’ (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the “e-waste (Management and Handling) Rules, 2016” notified by the Government and as revised and amended from time to time and Battery Waste Management Rules, as and when notified by the Government of India.

Annexure - B

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

GENERAL

The Special Instructions (for e-Tendering) supplement 'Instructions to Bidders', as given in these RfS Documents. Submission of Online Bids is mandatory for this RfS.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *Solar Energy Corporation of India Limited (SECI)* has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the e-tendering portal of M/s Electronic Tender.com (India) Pvt. Limited ***https://www.bharat-electronictender.com*** through ISN-ETS. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System
Single Stage Two Envelope

Auction
The sealed bid system would be followed by an 'e-Reverse Auction'

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Class III Digital Signing Certificate (DSC).
2. Register on ElectronicTender System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
    a) Query to SECI (Optional)

b) View response to queries posted by SECI

8. Bid-Submission on ETS
9. Post-TOE clarification on ETS (optional)
10. Respond to SECI Post-TOE queries
11. Participate in e-Reverse Auction if invited

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer ***http://www.cca.gov.in***].

Registration

To use the ElectronicTender® portal ***https://www.bharat-electronictender.com***, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/ portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact ISN-ETS Helpdesk (as given below), to get your registration accepted/ activated.

Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into the e-tendering Portal of ISN-ETS ***https://www.bharat-electronictender.com***. If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.

2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

   Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

ISN-ETS/ **Helpdesk**	
Telephone/ Mobile	*Customer Support: +91-124-4229071, 4229072* *(From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)*
Email-ID	*support@isn-ets.com [Please mark CC: support@electronictender.com]*

Some Bidding Related Information for this Tender (Sealed Bid)
The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts
- Envelope I (Techno-commercial-Bid)
- Envelope II (Financial-Bid)
- *Submission of digitally signed copy of Tender Documents/ Addendum*

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 19.1 of the RfS, failing which the techno-commercial bids will not be opened.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

Internet Connectivity

If bidders are unable to access ISN-ETS's e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted® functionality, the contents of both the 'ElectronicForms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the ElectronicForms® and the 'Main-Bid', the contents of the ElectronicForms® shall prevail.**

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by SECI.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to SECI in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-Tendering Server/ Portal.

OTHER INSTRUCTIONS

For further instructions, the vendor should visit the home-page of the portal ***https://www.bharat-electronictender.com***, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically, for Supplier organizations, the following **'SEVEN KEY INSTRUCTIONS for BIDDERS'** must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of

your tender submission deadline on ETS.

2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz ‘Date and Time of Closure of Procurement of Tender Documents’ and ‘Last Date and Time of Receipt of Bids’. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.

4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an ‘Official Copy of Tender Documents’ should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)

   Note: Bid-submission in ETS can consist of submission of multiple bid-components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid-components are successfully ‘received and validated’ in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user’s end, or while a submission made by an end-user is in transit, until the submission is successfully ‘received and validated’ in ETS.

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, SECI may ask for resubmission/ clarification for correct pass-phrase. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to ‘Annul Previous Submission’ from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s). If bidder fails to submit correct pass-phrase immediately as requested by SECI, the Bid Processing Fee and Cost of RfS Document, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by SECI.

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) ‘ONLY IF’ the status pertaining Overall Bid-Submission is ‘COMPLETE’. For the purpose of record, the bidder can generate and save a copy of ‘Final Submission Receipt’. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission’ is ‘COMPLETE’

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

ADDITIONAL DOs AND DON’Ts FOR BIDDERS PARTICIPATING IN e-REVERSE AUCTION

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the ‘rules and related criterion’ for the e-Reverse Auction as defined by the Buyer organization.
4. It is important to digitally-sign your ‘Final bid’ after the end of e-Reverse Auction bidding event.
5. During an e-auction, it is recommended that a bidder submits a bid well before the scheduled time of ‘Date and Time of Closure of Reverse-Auction’. Submission of a bid near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the bidder’s end, slow running of computer at bidder’s end, nervousness of the bidder in the last few seconds, etc. This could lead to delay in submission of data from the bidder’s computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of bid submission. Further, please note that a bid can be submitted even if the bidding-page has not been refreshed manually, or otherwise depending on the conditions of the e-auction.

   Note: Successful receipt of Bid in an e-auction scenario takes place if the bid is successfully ‘received and validated’ in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user’s end, or while a submission made by an end-user is in transit, until the submission is successfully ‘received and validated’ in ETS.

Pre-requisite for participation in bidding process

- Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.
- The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS’s e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.
- A valid e-mail ID of the Organization/ Firm

Vendors Training Program

- One day online training (10:00 to 17:00) is provided by ISN-ETS. Training is optional. In case, any bidder is interested, he may send a request to support@isn-ets.com. Vendors are requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to the Internet

TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), SECI shall resort to "REVERSE AUCTION PROCEDURE". Reverse Auction shall be conducted as per methodology specified in Section-5 and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/ Amendments/ Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give completer explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant SECI guidelines, shall be initiated by SECI.
7. The Bidder shall not divulge either his Bids or any other exclusive details of SECI to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
   a) Although extension time is '8' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.
   b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of SECI, bid process, bid technology, bid documentation and bid details.
   c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
   d) Technical and other non-commercial queries (not impacting price) can only be routed

to SECI contact personnel indicated in the RfS document.

e) Order finalization and post order activities such issue of LoA, signing of ESPA etc. would be transacted directly between successful bidder(s) and SECI.

f) LoA shall be placed outside the ETS e-portal & further processing of the LoA shall also be outside the system.

g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - C of the RfS document.

h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.

i) SECI will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.

j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.

10. For access to the Reverse Auction site, the following URL is to be used: ***https://www.bharat-electronictender.com.***
11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section - 5 and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 Minutes
3.2	Automatic extension Time-Duration	08 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension

4.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by SECI on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by SECI. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. SECI shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/ no. of projects being auctioned, auction rules etc.

SECI reserves the right to cancel/ reschedule/ extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

SECI shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of SECI shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.

Annexure - C

ILLUSTRATIONS

(Please refer Clause 6 of the RfS)

Illustration

a. **System Availability**

Under a ESPA for a capacity 'C', the Schedule and Actual Injection into/Drawl from the Grid from the Project, as per the DSM/ UI Reports published by the Regional RPC for a Sample day is shown below:

Date	block	Drawl (from Grid) MUs (Charging) (X)	Injection (into Grid) MUs (Discharging) (Y)	Scheduled MUs (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-27	1	0.088	0	0.088	1.00
01-May-27	2	0.088	0	0.088	1.00
01-May-27	3	0.075	0	0.088	0.85
01-May-27	4	0	0	0	NA
01-May-27	5	0	0	0	NA
01-May-27	6	0	0	0	NA
01-May-27	7	0	0	0	NA
01-May-27	8	0	0	0	NA
01-May-27	9	0	0	0	NA
01-May-27	10	0	0	0	NA
01-May-27	11	0	0	0	NA
01-May-27	12	0	0	0	NA
01-May-27	13	0	0	0	NA
01-May-27	14	0	0	0	NA
01-May-27	15	0	0	0	NA
01-May-27	16	0	0	0	NA
01-May-27	17	0	0	0	NA
01-May-27	18	0	0	0	NA
01-May-27	19	0	0	0	NA
01-May-27	20	0	0	0	NA
01-May-27	21	0	0	0	NA
01-May-27	22	0	0	0	NA
01-May-27	23	0	0	0	NA
01-May-27	24	0	0.075	0.075	1
01-May-27	25	0	0.075	0.075	1
01-May-27	26	0	0.075	0.075	1
01-May-27	27	0	0.075	0.075	1
01-May-27	28	0	0.075	0.075	1
01-May-27	29	0	0.075	0.075	1
01-May-27	30	0	0.06	0.075	0.8
01-May-27	31	0	0.05	0.075	0.67
01-May-27	32	0	0	0	NA
01-May-27	33	0	0	0	NA

01-May-27	34	0	0	0	NA
01-May-27	35	0	0	0	NA
01-May-27	36	0	0	0	NA
01-May-27	37	0	0	0	NA
01-May-27	38	0	0	0	NA
01-May-27	39	0	0	0	NA
01-May-27	40	0	0	0	NA
01-May-27	41	0	0	0	NA
01-May-27	42	0	0	0	NA
01-May-27	43	0	0	0	NA
01-May-27	44	0.088	0	0.088	1.00
01-May-27	45	0.08	0	0.088	0.91
01-May-27	46	0.08	0	0.088	0.91
01-May-27	47	0.088	0	0.088	1.00
01-May-27	48	0.088	0	0.088	1.00
01-May-27	49	0.088	0	0.088	1.00
01-May-27	50	0.088	0	0.088	1.00
01-May-27	51	0.088	0	0.088	1.00
01-May-27	52	0	0	0	NA
01-May-27	53	0	0	0	NA
01-May-27	54	0	0	0	NA
01-May-27	55	0	0	0	NA
01-May-27	56	0	0	0	NA
01-May-27	57	0	0	0	NA
01-May-27	58	0	0	0	NA
01-May-27	59	0	0	0	NA
01-May-27	60	0	0	0	NA
01-May-27	61	0	0	0	NA
01-May-27	62	0	0	0	NA
01-May-27	63	0	0	0	NA
01-May-27	64	0	0	0	NA
01-May-27	65	0	0	0	NA
01-May-27	66	0	0	0	NA
01-May-27	67	0	0	0	NA
01-May-27	68	0	0	0	NA
01-May-27	69	0	0	0	NA
01-May-27	70	0	0	0	NA
01-May-27	71	0	0	0	NA
01-May-27	72	0	0	0	NA
01-May-27	73	0	0	0	NA
01-May-27	74	0	0	0	NA
01-May-27	75	0	0	0	NA
01-May-27	76	0	0	0	NA
01-May-27	77	0	0	0	NA
01-May-27	78	0	0	0	NA
01-May-27	79	0	0	0	NA
01-May-27	80	0	0.075	0.075	1.00
01-May-27	81	0	0.075	0.075	1.00
01-May-27	82	0	0.075	0.075	1.00

01-May-27	83	0	0.075	0.075	1.00
01-May-27	84	0	0.075	0.075	1.00
01-May-27	85	0	0.075	0.075	1.00
01-May-27	86	0	0.075	0.075	1.00
01-May-27	87	0	0.07	0.075	0.93
01-May-27	88	0	0	0	NA
01-May-27	89	0	0	0	NA
01-May-27	90	0	0	0	NA
01-May-27	91	0	0	0	NA
01-May-27	92	0.088	0	0.088	1
01-May-27	93	0.088	0	0.088	1
01-May-27	94	0.088	0	0.088	1
01-May-27	95	0.088	0	0.088	1
01-May-27	96	0.088	0	0.088	1
Total		**1.379**	**1.155**		

i is the i^{th} Timeblock in the day.

The System Availability for the day is calculated as the mean of **Column TA**, for all time-blocks where **Column Z is not zero**.

From the above table, Day's System Availability = 0.97

Similarly, the System availability shall be calculated for 35040 time-blocks (96*365) in a year, excluding time-blocks where Grid is unavailable or in case of Force Majeure.

Assuming the following parameters:

i. Total Contracted Capacity = 50 MW, **C**
ii. Quoted monthly Capacity charges = 2 lakhs/MW/month, **D**
iii. Annual system availability (as per procedure above) is calculated to be 0.93, **B**

Liquidated Damages on account of shortage in annual system Availability, as calculated from formula provided in Clause 6.2:

Liquidated damages = (A – B) x C x D x 12 x 2
= (0.95-0.93) x 50 x 2 x 12 x 2

= 48 lakhs

b. **System Efficiency**

The present illustration is for calculating the Daily System Efficiency as demonstration only. The same methodology shall be used for calculation of monthly system efficiency as per Clause 6.1.c.ii.

System Efficiency = $\frac{\text{Total of Column (Y)}}{\text{Total of Column (X)}} = \frac{1.155}{1.379} = 0.837 \sim 0.84$ (rounded off to 2 decimal places).

Assuming:

a. monthly System Efficiency = 0.84,
b. Total Monthly Drawl form Grid (Charging Power) = 41.1 MUs

Liquidated Damages is calculated @ Rs. 3.5 for excess loss of energy considering expected System Efficiency to be 85%

Excess conversion losses = (0.85-0.84) * Total Drawl from the grid in the month (i.e. Charging Energy)

Liquidated Damages for the month = Rs. 0.01x 41.1 x 3.5

= Rs. 1.438 Million

= Rs. **14.38 lakhs**