REQUEST FOR SELECTION (RFS) DOCUMENT FOR SUPPLY OF ENERGY FROM 4 GW/ 16 GWH STANDALONE BATTERY ENERGY STORAGE SYSTEMS IN RAJASTHAN AND GUJARAT UNDER TARIFF-BASED COMPETITIVE BIDDING

RfS No. SECI/C&P/IPP/15/0013/26-27 dated 28.10.2026

Tender Search Code on ISN-ETS: SECI -2026-TN000037

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 **10 (Ten) 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. 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: 28.10.2026

BID INFORMATION SHEET

The brief details of the RfS are as under:

<table>
<tr><td>(A)</td><td>NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB</td><td>1. Selection of Battery Energy Storage System Developers (BESSDs) for Supply of Energy from 4000 MW/ 16000 MWh Standalone Battery Energy Storage Systems in Rajasthan and Gujarat for “on Demand” usage under Tariff-based Competitive Bidding
2. The Projects will be set up under “BOO” model.
3. The total quantum of the RfS has been divided into two packages as below:
a. <u>Package I:</u> 2.5 GW / 10 GWh for Rajasthan.
b. <u>Package II:</u> 1.5 GW / 6 GWh for Gujarat.
4. The bidder can submit his bid for either of the packages mentioned above or for both the packages.</td></tr>
<tr><td>(B)</td><td>RfS NO. & DATE</td><td>SECI/C&P/IPP/15/0013/26-27 dated 28.10.2026</td></tr>
<tr><td>(C)</td><td>TYPE OF BIDDING SYSTEM</td><td><table><tr><td>SINGLE BID SYSTEM</td><td></td></tr><tr><td>TWO BID SYSTEM</td><td>Yes</td></tr></table></td></tr>
<tr><td>(D)</td><td>TYPE OF RfS/ TENDER</td><td><table><tr><td>E-TENDER</td><td>Yes</td></tr><tr><td>MANUAL</td><td></td></tr></table></td></tr>
<tr><td>(E)</td><td>COMPLETION/ CONTRACT PERIOD</td><td>As mentioned in RfS Document</td></tr>
<tr><td>(F)</td><td>DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE)</td><td><table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table>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. The specified cost of the RfS shall remain</td></tr>
</table>

		the same for all bidders, irrespective of whether they choose to bid for Package I, Package II, or both packages.
(G)	**BID PROCESSING FEE**	<table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table> Amount: INR 20,000/MW + applicable GST for the quoted capacity subject to a maximum amount of INR 20,00,000 + 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. Separate bid processing fees shall be submitted for each package, i.e., Package I and Package II, in accordance with the formula specified above.
(H)	**EARNEST MONEY DEPOSIT (EMD)**	<table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table> Amount: In line with Clause 16 of the RfS, to be submitted in the form of Bank Guarantee/ POI/ Insurance Surety Bond along with the response to RfS. Separate EMD shall be submitted for each package, i.e., Package I and Package II, in accordance with the formula specified under clause 16 of the RfS.
(I)	**PERFORMANCE BANK GUARANTEE**	<table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table>
(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. Sandeep Kumar DGM (C&P) Contact No.: 011-24666231 sandeeprana@seci.co.in 2) Sh. Umesh Patidar Dy. Manager (C&P) Contact No.: 011-24666366 umesh.patidar@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 With various global developments in technology and manufacturing, Renewable Energy (RE) has become the most affordable and cheapest source for meeting energy requirements. Initial capacities have been successfully integrated to the grids so far, but with increasing penetration of RE in the energy mix, further capacity addition is expected to face issues due to variable nature and supply-demand mismatch.

1.3 Further, to strengthen intra-State transmission and to provide grid flexibility, address intermittency, congestion, peak-hour curtailment and non-solar-hour demand in the state of Rajasthan and Gujarat, SECI hereby invites proposals for **Selection of Battery Energy Storage System Developers (BESSDs) for Supply of Energy from 4000 MW/ 16000 MWh Standalone Battery Energy Storage Systems in Rajasthan and Gujarat for "on Demand" usage under Tariff-based Competitive Bidding.**

1.4 Battery Energy Storage System Developers (hereinafter referred to as BESSDs) selected by SECI based on this RfS, shall set up the BESS on Build Own Operate (BOO) basis, and provide charging power to BESS in accordance with the provisions of this RfS document and standard PPA.

1.5 SECI shall enter into a Power Purchase Agreement (PPA) with the Successful Bidders selected based on this RfS, for supplying energy from the Energy Storage facility to Buying Entities as per the terms, conditions and provisions of the RfS and PPA.

1.6 Energy from the Energy Storage facility to be procured by SECI from the above ESS has been provisioned to be undertaken on behalf of different Buying Entities of India. The details of Buying Entities shall be intimated at a later date. SECI shall, at its discretion, be entitled to substitute any entity in other states only for selling the energy from the Battery Energy Storage facility set up by the selected Bidder. SECI shall be an intermediary nodal agency for using the energy storage facility and discharging the BESS in line with respective agreements with the BESSD and Buying Entities, based on due performance by the concerned parties.

1.7 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.

1.8 Bidders who have already commissioned BESS Projects or are in process of constructing such Projects and have untied capacity may also participate under this RfS. The Battery capacity being installed under this tender cannot be used by the developer as part of the installed Project capacity demonstrated under any other tender concluded by any Central or State Agency as on the last date of bid submission of this RfS.

1.9 **Central Financial Assistance is envisaged for implementation of the Projects selected under this RfS of INR 15 lakh per MWh of BESS (INR 2,400 crore for 16 GWh).**

1.10 **All provisions of Make in India (MII) orders issued by the government must be complied with in the project(s) in compliance with Order no. No.48-15/21/2025 – NRE issued by Ministry of Power dated 24.12.2025, including subsequent amendments and clarifications issued thereof. BESSD shall ensure a minimum local content as per the appropriate governing law of the Public Procurement Policy at the time of bid submission in BESS procurement for the Project to be set up under this RfS. BESSD shall submit a certificate in this regard from statutory auditor/cost auditor, certifying the percentage of local content.**

2 Invitation for Bids

2.1 A Single Stage, Two-Envelope competitive Bidding Procedure will be adopted and will proceed as detailed in this document. The respective rights of SECI and the Bidder/BESSD shall be governed by the RfS Documents/Agreements signed between SECI and the BESSD.

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 is 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 RfS Document Fees and Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the stipulated RfS Document Fees, 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 which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from the ISN-ETS bidding portal or from SECI's website. It is mandatory to download official copy of the RfS Document from ISN-ETS bidding portal to participate in the Tender. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS bidding portal website. The same may also be uploaded on SECI's website also. However, in case of any discrepancy, the information available on ISN-ETS website 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 SECI has issued this RfS in the capacity of "Intermediary Procurer" as defined in the aforementioned Guidelines. SECI may develop a suitable monitoring mechanism, to analyze the performance of the Project and carry out random checks to verify compliance of quality standards.

2.8 **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 The total quantum of the RfS has been divided into two packages as below and the bidder is allowed to submit its bid for either Package I or Package II or both the packages:

a. **Package I:** 2.5 GW / 10 GWh for Rajasthan.

b. **Package II:** 1.5 GW / 6 GWh for Gujarat.

3.2 Under this RfS, the BESSD shall be required to set up, operate, and maintain a Battery Energy Storage System (BESS), with the primary objective of providing stored energy from BESS to the Buying Entities, on an "on demand" basis. Detailed criteria for performance are elaborated in Clause 8 of the RfS.

3.3 Identification of land, installation and ownership of the Project, along with obtaining connectivity and necessary approvals and interconnection with the ISTS network/ STU or InSTS network (as applicable) and entire Operation & maintenance including safety of the equipment/ personnel will be under the scope of the BESSD. This RfS is technology agnostic on the nature of battery storage system being opted by the BESSD, as long as it meets the definition of BESS under this RfS and the required performance criteria under the RfS and PPA. For the purpose of STU interconnection, BESSD may install the Project in the same State where the Buying Entity is located. It is clarified that by default, "Delivery Point" shall mean ISTS substation, and shall mean an InSTS or STU substation only in case both the BESSD and the Buying Entity agree to this modification.

3.4 **The charging power for the BESS Project shall be arranged by the BESSD such that at least 51% of the energy used for charging the BESS is procured from Renewable Energy sources. Discharging the BESS system will be under the scope of the Buying Entity. BESSD shall provide the discharged energy from the BESS to the Buying Entity as per the BESS performance parameters as mentioned in RfS.**

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

3.6 As Battery Energy Storage Solutions are prone to fire hazard, the BESSD shall provide suitable means such as fire barriers between switchyard/GSS and BESS to ensure adequate safety and to avoid fire to spread from BESS to Yard equipment. The BESSD 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 and Project sizing

4.1 Selection of BESS Projects for a total capacity of 4000 MW/ 16000 MWh in the state of Gujarat and Rajasthan will be carried out through e-bidding followed by e-Reverse Auction process. e-RA will be carried out separately for both the packages.

4.2 The selection of Project Developers will be carried out based on the Project Capacity offered by the Bidders. In this context, the term "Project" used anywhere in the RfS, PPA and PSA, will solely mean the BESS, set up by the BESSD to make available the Contracted Capacity and discharged energy as agreed to in the PPA.

4.3 For a specified Contracted Capacity, any oversizing of the BESS over the minimum rated Energy capacities required under this RfS is left to the discretion of the BESSD. However, it is to be noted that, at the time of commissioning, rated capacity of the BESS (Power and Energy) to be installed as indicated in the PPA, will be verified.

5 Maximum Contracted Capacity Allocation for a Bidder

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

5.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a **minimum cumulative Project Capacity of 50 MW/ 200 MWh** and **maximum cumulative Project Capacity of 625 MW/ 2500 MWh** in the prescribed formats **for Package I for Rajasthan for setting up of 2.5 GW / 10 GWh** and **minimum cumulative Project Capacity of 50 MW/ 200 MWh** and **maximum cumulative Project Capacity of 375 MW/ 1500 MWh** in the prescribed formats **for Package II for Gujarat for setting up of 1.5 GW / 6 GWh**. Project Capacity shall be quoted in integral values (i.e. with no decimal places). The Project Capacity to be quoted shall be in the form of "X" MW/ "4X" MWh, i.e. the BESS system shall be rated for 4 hours' charging and 4 hours' discharging in 1 cycle.

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 limited to **625 MW/ 2500 MWh in case of Package I for Rajasthan and 375 MW/ 1500 MWh in case of Package II for Gujarat**.

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

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

6 Project Location

6.1 The Projects shall be located anywhere in India at the locations chosen by the Bidder/BESSD at its own discretion of and cost, risk and responsibility. However, Project location(s) should be chosen taking cognizance of the provision as per Clause 7 of the RfS.

6.2 The term "Project" shall have the meaning as defined in Section-6 of the RfS, and shall refer to the Project capacity as quoted by the Bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA).

6.3 The BESSDs are free to change the Project location and/or Delivery Point up to the deadline for Financial Closure as per Clause 23.

7 Connectivity with the Grid

7.1 The Project should be designed for interconnection with the ISTS/InSTS in accordance with the prevailing CERC/SERC regulations and CEA guidelines in this regard. In case the Buying Entity is located in the same State where the Project is located, the BESSD may choose to interconnect the Project at the STU/InSTS substation at a minimum voltage level as per the applicable State regulations, subject to acceptance of such an arrangement by the Buying Entity. In such case, the relevant provisions of the RfS, PPA and PSA documents referring to ISTS Substations at the Delivery Point shall also mean STU/InSTS substations, wherever applicable. Similarly, reference to CEA regulations with respect to connectivity and synchronization with the grid will also mean reference to the applicable SERC/State Government regulations for InSTS-connected Projects. For interconnection with the grid and metering, the BESSD shall abide by all rules and regulations framed under the Electricity Act, 2003 including the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other Regulations/Procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage for interconnection at the ISTS shall be 220 kV. BESSD shall also comply with the requirements mentioned in the First Time Charging (FTC) regulations/rules issued by the Government, as amended from time to time. The term "ISTS network/substation" wherever indicated in the RfS/PPA/PSA shall also refer to the "CTU network", wherever applicable.

7.2 The responsibility of getting the ISTS connectivity shall entirely be of the BESSD and shall be at the cost of the BESSD, in line with applicable regulations. With such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/evacuation capacity at an ISTS substation. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the BESSD at its own cost. The maintenance of Transmission system up to the interconnection point shall be responsibility of the BESSD, to be undertaken entirely at its risk, cost, and expense.

7.3 The arrangement of connectivity can be made by the BESSD through a transmission line up to the Interconnection Point. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC,

maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the BESSD.

7.4 The BESSD shall be required to follow the Detailed Procedure as issued by CERC/CTU/ CEA, as applicable, under the General Network Access under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022. The Project shall comply with all the technical requirements specified under CEA/CEIG, including subsequent amendment and clarifications issued thereto, as well as other Rules/Regulations issued by CERC/CEA/CEIG and as amended from time to time. It is further clarified that the Entities (BESSD and Buying Entity) as indicated in the procedure issued under the above Rules/Regulations, will be responsible for their respective obligations as notified in the procedure, irrespective of the provisions of the RfS, PPA and PSA. The Projects shall also comply with the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, including subsequent amendments and clarifications issued thereto.

7.5 Metering arrangement of each Project shall have to be adhered to in line with relevant clause of the PPA. Two or more Projects can be connected to a common pooling substation from which the pooled power can be transferred to the ISTS substation through a common transmission line subject to the following conditions:

i. Acceptance of such an arrangement by CTU/ RLDC.
ii. Energy injected/ drawn by each Project will be recorded and jointly signed by respective BESSDs and copies of the same will be submitted to SECI/CTU as required.
iii. The energy accounts are divided and clearly demarcated for the power supplied by the Project and are issued by the STU/SLDC/RLDC/RPC concerned.
iv. In case of Pooling substation, losses in the transmission line between the Pooling substation and the ISTS substation, shall be apportioned among the BESSDs who share such a Pooling arrangement, based on their monthly generation.

7.6 For transmission of power during charging of the BESS, ISTS transmission charges and losses applicable as per the extant regulations, will be borne by the BESSD. With respect to the discharged energy from the BESS, the Buying Entity shall bear all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawl point. Arrangements shall be put in place prior to commissioning of Project as regards the methodology for billing these expenses directly to the Buying Entities.

7.7 The BESSD shall comply with CERC/ SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable. The scheduling of power from the Project as per the applicable regulation shall be decided by the Buying Entity. However, DSM penalties, if any, with regard to supply of discharge/ charging power or due to violation of the schedule of charging or discharging of the BESS shall be to the account of the BESSD.

7.8 In order to remove potential discrepancies and ambiguities, the BESSDs are hereby instructed that, as part of scheduling of power to/from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Buying Entity, as per the Regulations in force, under intimation to SECI. SECI may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on SECI. The BESSD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

7.9 Reactive power charges and charges against power drawn from grid as per CERC/SERC regulations, shall be payable by BESSD as per provisions of PPA.

7.10 The Bidders are free to choose the ISTS substations for interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options:

i. Existing substations having available margin as indicated by the respective substation owner.

ii. Existing substations/ substations under construction where augmentation is under process or plans for augmentation have been announced.

iii. Substations approved under the updated plan made available by the CTU on its website, https://www.ctuil.in/renewable-energy, subject to availability of requisite margin for grant of connectivity.

iv. Substations identified for RE capacity under para 3, 4, 5, and 9 of 'Transmission System for Integration of over 500 GW RE Capacity by 2030' published by CEA on its website, https://cea.nic.in/wp-content/uploads/psp___a_i/2022/12/CEA_Tx_Plan_for_500GW_Non_fossil_capacity_by_2030.pdf, including subsequent revision therein from time-to-time.

The above shared substation list is preferential and bids indicating substations outside the above four choices will also be accepted.

The Bidder is required to provide a copy of final grant of connectivity at the identified substation in this regard at the time of bid submission, as part of Format-7.1 of the RfS.

7.11 The responsibility of obtaining the General Network Access (GNA) under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022 vests with the Buying Entity. It is further clarified that the Entities (BESSD and Buying Entity) as indicated in the Detailed Procedure issued under the above Regulation, will be responsible for their respective obligations as notified in the applicable Regulations irrespective of the provisions of the RfS and PPA and PSA.

8 *Performance Criteria of the Project*

8.1 **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. The Contracted Energy from the Project Capacity shall be in terms of "kWh/ MU" and the Buying Entity shall be obligated to off-take discharge energy from the Project Capacity at the Delivery Point.

a. For a Contracted Capacity of 50 MW, the PPA shall entitle the off taker to schedule discharge up to 200 MWh of energy from the BESS in a cycle, subject to the following:
   i. Energy scheduled for discharge in a given cycle during a year shall be more than or equal to the Min. Dispatchable Energy Capacity at the End of Year as specified in Clause 8.1.c.iv. below.
   ii. Contracted Energy from the Contracted Capacity shall be the energy discharged by the BESS Project at the Delivery Point. Arrangement/ supply of Charging power shall be in the scope of BESSD, at its own risk and cost.

   The BESS shall adhere to the specifications and performance requirements laid out in Annexure-A of the RfS in this regard.

b. Power rating of a 200 MWh (50 MW x 4 hrs) BESS will be 50 MW, i.e., the maximum value of the active output at the Delivery Point. The Energy rating of 200 MWh of the system will be the dispatchable capacity at COD of the BESS as per the RfS, as measured at the Metering Point. Terms and definitions of terminologies related to BESS shall be as defined in IEC 62933-2-1.

c. The BESSD shall make the BESS available for 1 INR per day, i.e. 1 complete charge-discharge cycle per day. Following provisions shall be applicable on the entire discharged energy guaranteed to be off-taken by the Buying Entity:
   i. The procurement shall be in energy (kWh) terms. The BESSD shall install, operate and maintain the BESS to offer facility to the Buying Entity to discharge the BESS on an "on demand" basis.

      The Buying Entity shall schedule the discharge from the BESS for any 4 hours starting from commencement of non-solar hours in the evening of a Day until the non-solar hours in the morning of the subsequent Day, as defined by GRID-INDIA for the respective State where the Project is located. The Buying Entity shall intimate the hours during which it intends to draw the energy from the BESS on a day-ahead basis. Buying Entity shall choose the 4 hours such that there is a continuous discharge from the BESS at least for 1 hour. It is hereby clarified that the BESS should be designed to provide a maximum of 4 hours of discharging capacity.

The BESSD shall guarantee a **minimum system availability of 85%** on monthly basis. The BESSD shall pay the liquidated damages for such shortfall and shall duly pay such damages to SECI to enable SECI to remit the amount to Buying Entity(ies) under PSA. Amount of such liquidated damages shall be twice the PPA Tariff for the discharge energy not made available during the month.

ii. "Availability" of the Project shall mean the ability of the BESS to execute a function i.e. discharging, when called upon to do so, against the drawl requisition provided by the Buying Entity, subject to the minimum system ratings specified herein. In addition, the BESSD shall also demonstrate, on annual basis, 100% of the minimum Dispatchable capacity of the BESS as required under Clause 8.1.c.iv below.

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

Monthly System Availability = Mean of the System availabilities of all time-blocks during the month in which the Buying Entity has scheduled power for discharging the BESS.

where,

System Availability in a time-block=

$$\frac{Actual\ Drawl\ MU_i(A)}{Scheduled\ Drawl\ MU_i(B)},$$

where

a) i refers to the ith time-block in the month where Scheduled Drawl $MU_i \neq 0$.
b) Actual Drawl MU_i is the Energy Scheduled for Discharging in the ith time-block, in MUs
c) Scheduled Drawl MU_i is the Energy Scheduled for Discharging in the ith time-block, in Mus. This is the On Demand Drawl Requisition and is the Energy requisitioned by off taker for Discharging in the designated hours in i^{th} time-block in a Month (commensurate to annual degraded capacity).

Drawl requisition for a month in a particular year of operational Life (In MUs rounded off up to decimal places) = ((MDAE)/365) x n

Where MDAE is Minimum Dispatchable annual energy in the year of operational life as specified in Clause 8.1.c.(iv).

And n is the number of days in that particular month for which availability is being calculated.

For example:

For a 250 MW/1000 MWh capacity,

In 3rd year of operational life, drawl requisition for March month shall be calculated as below:

MDAE = 350 MUs, n = 31 Days

Drawl Requisition for the Month = (350/365) *31 = 29.72 MU

d) A and B shall be as per the DSM/UI/REA Reports published by the Regional RPCs or measurement at the Main ABT Meter at the Point of Interconnection.

Monthly System availability shall be calculated as per above. The liquidated damages for system availability below 85% shall be settled on monthly basis and if it is not able to settle in the same/ current month, it will be carried forward for settlement in subsequent month(s).

iii. Buying Entity shall off-take 100% of total energy corresponding to the declared capacity (within the Contracted Capacity) from BESS except in circumstances arising due to grid unavailability, or any Force Majeure event.

Note:

- The Scheduled capacity shall be subject to the System Power Rating specified in Clause 8.1.a. above.
- The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS.

iv. Taking into consideration capacity degradation, the minimum dispatchable energy to be made available by the BESSD at the end of a given year shall be as follows:

Contract Year	**Min. Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/COD)**	**Considering 100 MW/ 400 MWh Capacity as an example**			
		Min. Dispatchable Capacity (in MW) at the start of Contract Year	**Min. Dispatchable Capacity (in MW) at the end of Contract Year**	**Average Dispatchable Capacity (in MW) during the Contract Year**	**Min. Dispatchable Annual Energy (MDAE) in the Contract Year (considering 100% monthly availability) (MUs)**
1	98.5%	100	98.5	99.25	397
2	97.0%	98.5	97	97.75	391
3	95.5%	97	95.5	96.25	385

4	94.0%	95.5	94	94.75	379
5	92.5%	94	92.5	93.25	373
6	91.0%	92.5	91	91.75	367
7	89.5%	91	89.5	90.25	361
8	88.0%	89.5	88	88.75	355
9	86.5%	88	86.5	87.25	349
10	85.0%	86.5	85	85.75	343
11	83.5%	85	83.5	84.25	337
12	82.0%	83.5	82	82.75	331
13	80.5%	82	80.5	81.25	325
14	79.0%	80.5	79	79.75	319
15	77.5%	79	77.5	78.25	313
16	76.0%	77.5	76	76.75	307
17	74.5%	76	74.5	75.25	301
18	73.0%	74.5	73	73.75	295
19	71.5%	73	71.5	72.25	289
20	70.0%	71.5	70	70.75	283

v. The charging power for the BESS Project shall be arranged by the BESSD such that at least 51% of the energy used for charging the BESS is procured from Renewable Energy sources. Discharging of the BESS system will be under the scope of the Buying Entity.

In the event the BESSD fails to meet the aforesaid requirement of procuring at least 51% of the charging energy from Renewable Energy sources, the quantity of charging energy procured from non-Renewable Energy sources in excess of the permissible limit of 49% shall be treated as excess non-RE charging energy. The corresponding equivalent quantity of discharged energy attributable to such excess non-RE charging energy shall be determined on a pro-rata basis, considering the total charging energy and the corresponding discharged energy during the relevant period, as follows:

Equivalent Excess Non-RE Discharged Energy = Total Discharged Energy × (Excess Non-RE Charging Energy / Total Charging Energy)

The BESSD shall not be entitled to any energy payment against such Equivalent Excess Non-RE Discharged Energy, and the same shall not be considered towards fulfilment of the BESSD's obligations under this Clause. Any liability

arising on account of such non-compliance shall be to the sole account of the BESSD.

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

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

viii. Operational Window: Operational Window shall mean the expected hours/duration of system (capacity) availability on each day during the term of the Contract, excluding:

a. Maximum BESS recovery time as specified in this document
b. Grid Outages (duly certified to this effect by the Grid Operator)
c. Planned Maintenance Outage duly informed by the BESSD to the Buying Entity, with at least one month's prior notice, subject to total no. of planned outage period being not more than 34 hours in a two-month period.

BESSD will have to comply with the Discharging Schedule as intimated by Buying Entity. It is clarified that discharge of BESS shall take place subject to availability of real time margin at the ISTS substation.

ix. In addition to above, the BESSD shall also submit Available energy Test Report for the Project Capacity as per IEC 62933-2-1 on Annual basis. The assessment of BESS on annual basis shall be carried out by personnel trained for inspection as per ISO/IEC 17020.

x. It shall be the responsibility of the BESSD to make periodic replacements/replenishments of system capacities (to ensure annual guaranteed system ratings), if and when required, up to the Term of the Contract. Outage time as a result of replacement will also be counted as an "Accountable BESS Outage" for the purpose of computing BESS Availability.

d. Pursuant to the provisions as above, the BESSD shall plan the dispatch of electricity and convey its availability for scheduling thereof by the SLDC or RLDC, as the case may be, and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003. The BESSD shall adhere to all the technical requirements as brought out in Annexure-A of the RfS. The BESS shall conform to all the applicable CEA/ CEIG and CERC/ SERC Standards for connectivity, metering, communication with the grid operators, etc. and CERC/ SERC Regulations.

8.2 **Shortfall in meeting Performance Criteria**

Following provisions shall be applicable on the Contracted Capacity:

i. Shortfall in demonstrating minimum Availability: Subsequent to COD of full Project/ Contracted Capacity or the capacity finally accepted by SECI, in case the monthly Availability demonstrated by the BESSD is less than the minimum as specified above, such shortfall in performance shall make the BESSD liable to pay the liquidated damages to SECI to enable SECI to remit the amount to Buying Entity.

Liquidated damages on account of shortfall in meeting the minimum monthly system Availability criteria as per Clause 8.1.c.i., will be computed as follows:

Liquidated damages = (A – B) x C x 1000 x D x n x 2

where,

A is Guaranteed Monthly Availability (%) as per Clause 8.1.c.i. above;

B is Actual Monthly System Availability (%), as calculated as per Clause 8.1.c.ii. above;

C is BESS Power Capacity (in MWh);

D is Tariff of the energy discharged from BESS, in INR/kWh, as discovered through bidding process;

n is the no. of days in a particular month for which availability is being calculated.

In case of the BESS failing to meet minimum 50% of the stipulated availability applicable for a particular Contract Year as per Clause 8.1.c.iv above, for a cumulative period of 2 years or more during the Term of the PPA, the shortfall shall be considered as an Event of Default under the PPA, and failure to rectify this Event will result in termination of the PPA.

It is clarified that the calculation of Availability as per Clause 8.1.c.(ii) of the RfS will not include the planned outage as declared by the BESSD under Clause 8.1.c (vii) of the RfS. However, in case the BESSD notifies any outage outside the planned outage hours, while the Buying Entity may not actually schedule any power injection/drawl during those outage hours, such hours will be covered in calculating the Monthly Availability as per Clause 8.1.c.(ii).

For example, in case the BESSD notifies outage for 10 hours outside the total allocated quota of planned outage amounting to (34 x 6) hours, i.e. 204 hours, the denominator of the formula in Clause 8.1.c.(ii) above will include the time-blocks corresponding to these 10 hours and exclude the 204 hours of planned outage.

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

9 Commissioning of Projects

The Commissioning of the Project shall be carried out by the BESSD in line with the procedure as per the PPA. The BESSD shall commission the Project in line with provisions of the CERC (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time. In line with this regulation, the BESSD proposing the Project, or its part, for commissioning, shall give to SECI and the Buying Entity, a preliminary notice not later than 60 days prior and advance notice not later than 30 days prior to the proposed commissioning date. SECI may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by SECI after successful commissioning. The BESSD shall obtain necessary safety clearances from the Central Electricity Authority/CEIG/CTU prior to commissioning of the Project.

9.1 Part-Commissioning

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

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

9.2 Commissioning Schedule and Liquidated Damages not amounting to Penalty for Delay in Commissioning

a. The Scheduled Commencement of Supply Date (SCSD) for commissioning of the full capacity of the ESS component of the Project shall be the date as on **12 months from the Effective Date of the PPA** (for e.g. if Effective Date of the PPA is 07.11.2026, then SCSD shall be 07.11.2027).

b. The maximum time period allowed for commissioning of the full Project Capacity with applicable liquidated damages, shall be limited to the date as on 6 months from the SCD or the extended SCD (if applicable).

c. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 9.2.b. above, as part of liquidated damages, the total PBG/POI amount for the Project shall be encashed on pro-rata basis and proportionate to the balance capacity not commissioned.

d. As an alternative to the above encashment of PBG/POI, the BESSD may choose to make a payment of the amount corresponding to the liquidated damages, directly to SECI. The BESSD shall intimate to SECI, its chosen alternative out of the two options, within 7 days of intimation of the liquidated damages to the BESSD, as calculated by SECI. In case no response is received from the BESSD until the lapse of the above deadline, SECI shall encash the PBG/POI for the amount as per the liquidated damages.

e. In case the BESSD chooses to make necessary payments in lieu of the liquidated damages, the said payment shall be credited to SECI's account through NEFT payment, no later than 2 business days from the above intimation by the BESSD. In case of non-payment by the BESSD within the above deadline, the PBG will be encashed by SECI on the next business day.

f. In case Commissioning of the Project is delayed beyond the date as per Clause 9.2.b above, the PPA capacity shall stand reduced/amended to the Project Capacity commissioned until the deadline as per Clause 9.2.b. above, the entire PBG/POI will be encashed by SECI, and the PPA for the Project shall stand terminated for the balance un-commissioned capacity.

g. It is clarified that for the purpose of commissioning, the Project Capacity shall refer to the rated capacity of the Energy Storage System as declared by the BESSD in the PPA. Any reduction in the Project Capacity on account of Clause 9.2.e. above, will have no bearing on the obligation of the BESSD to provide the Contracted Capacity as per the PPA.

10 Delay in Commissioning on Account of Delay in readiness of ISTS evacuation infrastructure/Start Date of Connectivity/ Grid Access Operationalization

The responsibility of obtaining General Network Access (GNA) shall be of the Buying Entity prior to commissioning of the Project. Subsequent to grant of connectivity, in case there is a delay in Start Date of Connectivity by the CTU and/or there is a delay in readiness of the ISTS substation at the Delivery Point, beyond SCD of the Project, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCD of the Project, or delay in Start Date of Connectivity by the CTU, and it is established that:

i. The BESSD has complied with the complete application formalities as per Clause 7.4 above,
ii. The BESSD has adhered to the applicable Regulations/Procedures in this regard as notified by the CERC/CTU, and
iii. The delay in Start Date of Connectivity and/ or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the BESSD;

The above shall be treated as delays beyond the control of the BESSD and SCD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/ or operationalization of the Grid Access and/or Start Date of Connectivity. Decision on requisite extension on account of the above factor shall be taken by SECI.

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

Further, in case of delay in Project commissioning on account of reasons solely attributable to the BESSD, resulting in any liquidated damages/penalty levied on the Buying Entity under the GNA Regulations, such damages/penalty shall be passed on to and payable by the BESSD.

11 Early Commissioning

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

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

In case of early commissioning and offtake of capacity by SECI, the BESSD shall arrange for any augmentation of the Battery capacity to meet the capacity criteria mentioned at the time of SCD (i.e. dispatchable capacity as on SCD shall be 100% of the Contracted Capacity) and to maintain the capacity at the end of every year as indicated in Clause 8.1.c.iv. of the RfS. In case of early commissioning, if BESSD sells any power/ capacity to a third party, the BESSD will have to again demonstrate 100% of Contracted Capacity (as per the Commissioning Procedure) to SECI from the date of commencement of off-take of energy by SECI or SCD, whichever is later.

12 Viability Gap Funding

12.1 Central Financial Assistance is envisaged for implementation of the Projects selected under this RfS of **INR 15 lakh per MWh of BESS (INR 2,400 crore for 16 GWh).**

12.2 VGF will be sanctioned separately for each Project under each Package, based on the Project Capacity as defined in the respective BESPA.

12.3 The appropriate Order and details for "Viability Gap Funding (VGF) Scheme for development of Battery Energy Storage Systems (BESS)", for Projects selected under this RfS will be communicated at a later stage.

SECTION 3. STANDARD CONDITIONS OF CONTRACT

13 Obtaining RfS Documents

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

14 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. Upon making the necessary payments, the prospective Bidders shall immediately write to SECI (mailing to *finance@seci.co.in*), providing the payment details along with name and registered address of the Bidder (with GSTIN of the paying entity), to enable seamless issuance of payment invoices for taxation purpose. SECI will not be liable for any delay in issuing necessary invoices in this regard.

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

MSEs (Micro and Small Enterprises) having valid UDYAM registration as on the last date of bid submission only are exempted from submission of Cost of the RfS document, Bid Processing Fee & Earnest Money Deposit (EMD). For a Consortium to be eligible for exemption from submission of Cost of RfS document, Bid Processing Fee & Earnest Money Deposit, all the members of the Consortium shall be registered as MSE.

Further, in line with Ministry of MSME Gazette Notification No. S.O. 4926(E) dated 18.10.2022, in case an MSE Bidder/ member of a Consortium/ Affiliate is subsequently upward re-classified as a Medium Enterprise, such Bidder/ member of a Consortium/ Affiliate shall continue to avail the aforesaid benefits for a period of three years from the date of such upward re-classification and, accordingly, shall be exempted from submission of the aforesaid Cost of the RfS document, Bid Processing Fee and EMD during such period.

Note: In all cases, a Bidder (including all the members in case of a Consortium) shall be allowed to avail the above exemptions provided to MSEs only in case the Bidder

(including all the members in case of a Consortium) meets the financial eligibility criteria as per Clause 39, on its own financial credentials or the financial credentials of the Affiliates who are an MSE. In case the Bidder (including any member in case of a Consortium) proposes to meet the financial eligibility criteria as per Clause 39 based on the credentials of its Affiliates and any of the Affiliates is not an MSE, the Bidder/Bidding Consortium will not be eligible for exemption from submission of Cost of RfS document, Bid Processing Fee & EMD. As a result, in case a Bidder/ Bidding Consortium does not submit requisite Cost of RfS, Bid Processing Fees, and EMD by availing exemption under this Clause, and proposes to meet the financial eligibility criteria based on the credentials of its Affiliates with any of the Affiliates not being an MSE, the bid submitted by such Bidder/ Bidding Consortium shall be considered as non-responsive under Clause 29.(a) and Clause 29.(g) of the RfS, and the bid will be summarily rejected.

15 Project Scope & Technology Selection

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

16 Connectivity with the Grid

Please refer Clause 7 of the RfS.

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

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

a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
b. Forest Clearance (if applicable) for the land for the Project.
c. Approval for water from the concerned authority (if applicable) required for the Project.
d. In case of Projects being set up in the States of Gujarat & Rajasthan, the BESSD shall abide by applicable Supreme Court Orders and MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof.
e. Any other clearances as may be legally required, in order to establish and operate the Project.

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

The BESSD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of the State where the Projects are being located. It shall be the responsibility of the BESSD to remain updated about the applicable charges payable to the SNA under the applicable State policies.

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

18 Bank Guarantee/ Payment on Order Instrument (POI)/ Insurance Surety Bond against Earnest Money Deposit (EMD)

18.1 Earnest Money Deposit (EMD) of **INR 7,18,400/MW (Indian Rupees Seven Lakh Eighteen Thousand and Four Hundred per MW) for each package**, in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, 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/ Lead Member of Bidding Consortium. 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.

18.2 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.

In case the EMD submitted by the Bidder, having been valid for a period of 12 months from the original bid submission deadline, remains valid for a period of at least 6 months beyond the final bid submission deadline (after considering all extension(s), if any), the Bidder shall not be required to extend the validity of such EMD during the bid

evaluation stage. However, in case the Bidder emerges as the Successful Bidder, it shall extend the validity of the EMD, as may be required, such that the EMD remains valid in accordance with the provisions of this Clause. The Successful Bidder shall submit the requisite extension of EMD validity not later than 30 days prior to the expiry of the existing EMD validity.

18.3 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.

18.4 **Forfeiture of EMD:**

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

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

b. In case, SECI offers to execute the PPA with the Successful Bidder and if the Successful Bidder does not submit the requisite documents as per Clause 22 of the RfS or does not execute the PPA within the stipulated time period;

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

d. If the Bidder fails to furnish required PBG/POI/ Surety Bond in accordance with Clause 19 of the RfS.

18.5 **Payment on Order Instrument (POI):** As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following two organizations, viz. (i) Power Finance Corporation Limited or (ii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by SECI within the provisions of RfS/ PPA. This instrument would have to be furnished as per Format 7.3B of the RfS, within the timelines as per Clause 18.1 above, for the amount and validity period as per the Clause 18.1 above.

18.6 **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/ PPA. This instrument would be furnished as per Format 7.3C of the RfS, within the timelines as per Clause 18.1 above, for the amount and validity period as per Clause 18.1 above.

18.7 The term "Bank Guarantee (BG) towards/ against EMD" utilised in the RfS shall be read as "Bank Guarantee (BG)/ Payment on Order Instrument (POI)/ Insurance Surety Bond towards/ against EMD".

18.8 All expenditure towards execution of Bank Guarantees/ POI/ 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.

19 Performance Bank Guarantee (PBG)/ Payment on Order Instrument (POI)/ Insurance Surety Bond

19.1 Bidder selected by SECI based on this RfS shall submit Performance Bank Guarantee (PBG) for a value of **INR 17,96,000 (Indian Rupees Seventeen Lakh and Ninety-Six Thousand only) per MW for each package** prior to signing of PPA, in line with provisions as per Clause 22.4 of the RfS. It may be noted that successful Bidders shall submit the PBG according to the Format 7.3D with a validity period up to (& including) the date as on 9 months after the Scheduled Commissioning Date of the Project. 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/ POI/ Surety Bond submitted towards EMD shall be returned by SECI to the Successful Bidder. It may be noted that PPA will be signed only upon successful verification of the PBG submitted by the BESSD. Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this RfS. Prior to signing of PPA, 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 BESSD prior to expiry of validity of the PBG.

19.2 The PBG is required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the Successful Bidder, the PBG may be submitted in the name of the Successful Bidder within the above prescribed deadline, if the Bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of PPA, subject to submission of Board Resolution from the Successful Bidder to transfer the project to its SPV and Board Resolution from the SPV accepting the said Project from the Successful Bidder.

19.3 The BESSD 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. In case of the Project being implemented through a SPV incorporated/ utilized by the Successful Bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 39.3 of the RfS.

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

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

19.6 The Successful Bidder is required to sign the PPA with SECI within the timeline as stipulated in Clause 22 of the RfS. In case, SECI offers to execute the PPA with the Successful Bidder and if the Successful Bidder does not submit the requisite documents as per Clause 22 of the RfS, or does not meet eligibility criteria upon submission of documents, or does not execute the PPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by 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/BESSD agrees that in case of invocation of BG, SECI is under no obligation to produce any estimate of loss in this regard.

19.7 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.

19.8 All expenditure towards execution of Bank Guarantees/POI/ Surety Bond such as stamp duty etc. shall be borne by the Bidders/BESSDs. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to IDFC First Bank 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 confirmation in this regard is received by SECI.

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

19.9 Not used.

19.10 After the bidding process is over, SECI may release the Bank Guarantees/POI/ Surety Bond towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction (e-RA). The Bank Guarantees/ POI/ Surety Bond towards EMD of the Successful Bidder shall be released subsequent to submission of PBGs by it to SECI. The PBG shall be returned to the BESSD within 45 days of commissioning of the Project, after taking into account any liquidated damages due to delays in commissioning as per Clause 9 and 10 of the RfS.

19.11 **Payment on Order Instrument (POI):** As an alternative to submission of PBG as above, the BESSD also has an option to submit a letter of undertaking issued by either of the following two organizations, viz. (i) Power Finance Corporation Limited or (ii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by SECI within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3E of the RfS, within the timelines as per Clause 19.1 above, for the amount and validity period as per those Clause 19.1 above. In case the BESSD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 19.1 above, will be applicable in this case too.

19.12 **Insurance Surety Bond (Surety Bond):** As another alternative to submission of PBG as above, the BESSD 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/PPA. This instrument would be furnished as per Format 7.3F of the RfS, within the timelines as per Clause 19.1 above, for the amount and validity period as per Clause 19.1 above. In case the BESSD chooses to submit Surety Bond, delay in submission of the Surety Bond beyond the timeline stipulated at Clause 19.1 above, will be applicable in this case too.

19.13 The term "Performance Bank Guarantee (PBG)" occurring in the RfS shall be read as "Performance Bank Guarantee (PBG)/Payment on Order Instrument (POI)/ Insurance Surety Bond".

20 Success Charges & Payment Security Deposit

20.1 **Success Charges:**

The Selected Bidders shall have to pay **Success Charges @ INR 1,00,000/MWh (Indian Rupees One Lakh/MWh) + applicable taxes for each package**, corresponding to the Contracted Capacity awarded as per the LoA, to SECI towards administrative overheads, Project monitoring activities, coordination with State Authorities and others, DISCOM/CTU, pre-commissioning and commissioning expense, etc. 1st installment of the Success Charges, i.e. 50% of the above amount shall

be paid to SECI within 30 days after issuance of LoA, and remaining 50% amount (i.e. the 2nd installment of the Success Charges) shall be paid prior to the deadline as per Clause 22.4 of the RfS. The payment has to be made by the BESSD in the form of DD/ Pay Order/ NEFT/ RTGS mode.

In case of any of the above deadline being a holiday, the next working day in SECI will be the deadline for payment of Success Charges.

Any delay in depositing the amount pertaining to the 1st installment of Success Charges within the stipulated time as above, shall attract delay charges @Rs. 1000/MW/day + applicable GST until the date of payment of the above amount. In case of delay in making full payment of above delay charges (along with 1st installment of success charges), the amount paid shall be first reduced from the total amount due towards the delay charges. Such delay charges shall be non-refundable. Further, any delay in depositing the amount pertaining to the 2nd installment of Success Charges to SECI as mentioned above within the stipulated timeline as per Clause 22.4 of the RfS shall attract late payment charges stipulated in Clause 22.4 of the RfS. PPA shall only be signed after deposit of full amount of the Success Charges to SECI.

20.2 **Payment Security Deposit:** Prior to declaration of commissioning of first part capacity of the Project, the BESSD shall furnish a Payment Security Deposit (PSD) @Rs. 5,00,000/ MWh (Rupees Five Lakh / MWh) for each package, to SECI through DD/NEFT/RTGS. However, the PSD shall be required to be submitted for energy storage corresponding to the Contracted Capacity only. Thus, for a 50 MW/200 MWh Project, the payable Payment Security Deposit amount shall be Rs. 5,00,000/MWh x 200 MWh, i.e. Rs. 10,00,00,000/-. This fund shall form part of the Payment Security Fund maintained by SECI for the Projects. Modalities of operationalization of the Payment Security Deposit will be notified by SECI at appropriate stage, through necessary guidelines/orders. The above amount shall be credited to SECI pro-rata to the part capacity being commissioned at that stage.

21 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/BESSD, as per Format 7.11. The names of Independent External Monitor(s) (IEMs) who have been appointed by Employer, in terms of Integrity Pact (IP) which will form a part of the Employer Contracts are:

a) 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 it under this tender/Contract. The contractor, i.e. the BESSD, in case of any dispute(s)/complaint(s) pertaining to this project may raise the issue either with the

designed Nodal Officer in SECI or directly with the IEM at SECI office at following Address:

Solar Energy Corporation of India Limited,
6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India
Kind Attn.: 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 / JV Partners / Consortium member with confidentiality.

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

(i) HOD of Contracts & Procurement (C&P): For issues pertaining to C&P department.

(ii) Head of concerned Department: For issues pertaining to other departments.

22 Power Purchase Agreement (PPA)

22.1 SECI will enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of standard PPA to be executed between SECI and the BESSD is available on ISN-ETS bidding portal and in SECI's website. The PPA signing date will be intimated by SECI subsequent to issuance of LoA. The PPA will be signed after signing of PSA for the respective Project.

Note: The BESSD shall submit a detailed completion Schedule for the Project prior to the signing of PPA. Broad details to be captured in the Schedule are the land procurement, grid connectivity; order, supply and erection status of various Project components; financial arrangement/ tie up etc. The BESSD shall also submit the progress report to SECI in a form acceptable to SECI and shall contain percentage completion achieved compared with the planned percentage completion for each activity, and any such other information as required by SECI.

22.2 The Performance Bank Guarantee as per Clause 19 above and Success Charges as per Clause 20 above, shall be submitted by the BESSD prior to signing of PPA. Before signing of PPA between SECI and the BESSDs, SECI will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage it is found that the documents furnished by the BESSDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

22.3 The PPA shall be valid for a period of 20 years from the SCD of the Project or the date of full commissioning of the Project, whichever is later. Any extension of the PPA

period beyond the term of the PPA shall be through mutual agreement between the BESSD, Buying Entity and SECI.

22.4 (i) SECI will invite the Successful Bidders for signing of PPA, through written intimation. The Bidder shall be required to submit the necessary documents, including the 2nd instalment of Success Charges and the PBG as required prior to PPA signing, within 30 days of the above intimation issued by SECI. Checklist for submission of necessary documents/charges/PBG is placed at Annexure-E of the RfS.

(ii) Notwithstanding the actual PPA signing date, the Effective Date of the PPA shall be the date as on 15 days after the date of above intimation by SECI. In case of such day falling on a holiday, the Effective Date shall be the next working day.

(iii) In case of delay in submission of the requisite documents/2nd instalment of Success Charges /PBG and/or signing of PPA by the Successful Bidder, delay charges @Rs. 1000/MW/day + applicable GST corresponding to the unsigned PPA capacity shall be levied on the Bidder on per-day basis, until the date of submission of such documents/charges by the Successful Bidder. Such charges shall be non-refundable. The amount of Rs. 1000/MW/day + GST shall be paid by the Bidder in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the Bidder. In case of the Bidder signing the PPA before the last date of such proposed delay period (for which delay charges have been paid), the remaining amount out of the deposited amount by the Bidder shall be returned by SECI. Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied @ one-year SBI MCLR rate /annum on pro-rata basis.

(iv) The above penalty period shall be applicable for 30 days beyond the deadline for submission of requisite documents/PBG/Success Charges. Subsequent to lapse of this 30-day penalty period, SECI may grant further extension in PPA signing deadline, based on its discretion and subject to payment of applicable delay charges by the bidder and submission of documentary evidences justifying the delay is beyond control of successful bidder.

(v) SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.

22.5 Back-to-back Power Sale Agreement (PSA) in respect of all rights and obligation under the PPA between the BESSD and SECI, will be executed by SECI with the Buying Entity for sale of discharge energy to Buying Entity, with the Buying Entity assuming all the obligations of the SECI under the PPA. SECI's obligation to BESSD under the PPA shall also be on the back-to-back basis as provided in the PPA and the corresponding PSA.

Capacity procured from the Project awarded under this RfS shall be allocated on back-to-back basis to the Buying Entities at the discretion of SECI, in consultation with Buying Entities. Various provisions provided in the SECI-BESSD PPA shall mutatis mutandi apply to PSA between SECI and Buying Entity, however, PSA signed with

Buying Entity could be in elaborated form or in short form as per consultation done with Buying Entities.

22.6 The BESSD will be free to replenish the battery capacity from time to time during the Term of the PPA 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 PPA and at the charges applicable as per the existing agreements. Any excess supply will be dealt as per provisions of the PPA.

22.7 The BESSDs are free to operate their projects after expiry of the PPA term if other conditions such as land lease etc., permit. However, any extension of the PPA term shall be carried out through mutual agreements between the BESSD, SECI and the Buying Entities, as the case may be, as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 20 years.

22.8 In addition to the above, subsequent to signing of PPA, the BESSD shall be required to submit the monthly Project status on 5th day of every calendar month as per the format to be provided by SECI subsequent to signing of PPA.

22.9 In case the Project is ready for part/full commissioning but the PPA has not been signed, No Objection Certificate (NOC) may be issued to BESSD (if sought by the BESSD) for third Party Sale of capacity/ energy from the Project until signing of PPA. The NOC so granted shall be withdrawn by SECI once the readiness of off-take of the discharged energy as per PPA is intimated by SECI with a notice period of 7 calendar days.

23 Financial Closure or Project Financing Arrangements

23.1 The Projects shall achieve Financial Closure within the date as on 2 months prior to the SCD/ extended SCD. (For e.g. if SCD of the Project is 25.04.2027, then scheduled Financial Closure date shall be 25.02.2027).

All the clauses pertaining to timeline of Financial Closure shall be read accordingly.

23.2 At the stage of financial closure, the BESSD shall report 100% tie-up of Financing Arrangements for the Project. In this regard, the BESSD shall submit a certificate/ necessary documents from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity.

23.3 Checklist of documents to be submitted at this stage is provided at Annexure-B of the RfS.

23.4 In case of default in achieving above condition as may be applicable within the stipulated time, SECI shall be entitled to encash PBG/POI and shall remove the Project from the list of the selected Projects, unless the delay is on account of factors not owing to any action or inaction on the part of the BESSD, or caused due to a Force Majeure as per PPA. An extension can however be considered, on the sole request of BESSD, on advance payment of extension charges of INR 1,000/- per day per MW. This

extension will not have an impact on the obligation of BESSD to achieve commissioning by the SCD of the Project. Subsequent to the completion of deadline for achieving financial closure, SECI shall issue notice to the BESSD who is not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective BESSD to either furnish the necessary documents or make the above-mentioned payment of Rs. 1,000/MW/day. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 days. SECI shall encash the PBG/POI/ Surety Bond of the corresponding BESSD and terminate the PPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid by the BESSD in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the BESSD. In case of the BESSD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the BESSD shall be returned by SECI. Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied @ one-year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the BESSD without any interest on achievement of successful commissioning within the SCD, on pro-rata basis, based on the project capacity commissioned as on SCD.

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

24 Land Arrangements for the Project

24.1 Land identification and possession shall be in line with Clause 6 of the RfS.

24.2 The BESSD shall submit documents/Lease Agreements to establish possession/right to use the required land area in the name of the BESSD for a period not less than the complete term of the PPA, on or before the SCD. Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or the Buying Entity, in case of default of the BESSD.

24.3 The BESSD shall submit a sworn affidavit from its authorized signatory, listing the details of the land and certifying that total land required for the Project is under clear possession of the BESSD.

24.4 With respect to demonstration of land possession by the BESSD, commissioning of the Project will not be allowed until the demonstration of land possession by the BESSD in terms of this Clause and Clause 9 of the RfS. However, in case of delays in demonstrating land possession by the BESSD on account of Government delay (including but not limited to delay in land use pattern change, and/or relaxation under respective State land ceiling Act, and/or land lease permission from State Government/Authorities) or delay caused due to a Force Majeure as per PPA, SCD shall be suitably extended.

25 Commercial Operation Date (COD)

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

The BESSD shall obtain necessary charging and safety clearances from the Central Electricity Authority/ CEIG prior to commissioning of the Project. The 20-year tenure of PPA shall be as per the provisions of PPA. Any capacity being offered to the grid before COD shall not be at the cost of SECI under this scheme and developers will be free to make short-term sale to any organization or individual. SECI may agree to buy this capacity as a trader if they find it viable outside this RfS. Declaration of COD will be governed by applicable Grid Code provisions, and in case of discrepancy between the procedure given in the RfS and that stipulated in the Grid Code, the provisions of Grid Code will prevail.

26 Shareholding by the Project Promoter

26.1 The BESSD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with SECI.

26.2 No change in controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA.

Following shall not be considered as change in shareholding:

a. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
b. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
c. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
d. Transfer of shares within the members of Immediate Promoter Group only.
e. Transfer of shares to IEPF.
f. Issue of Bonus Shares.
g. Transfer of shares within the group companies due to merger/amalgamation subject to court approval

26.3 <u>In case of Project being executed through SPV</u>, the Successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to COD of the Project. In the event the successful Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to COD.

26.4 In case of the selected Bidder itself executing the PPA, it shall ensure that controlling shareholding of the Bidding Company/Consortium remains unchanged until the COD.

26.5 In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained upto the COD.

26.6 Any change in the shareholding after COD can be undertaken under intimation to SECI.

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

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

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

a. Covering Letter as per **Format 7.1.**

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

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

c. Bank Guarantee/ Payment on Order Instrument (POI)/ Insurance Surety Bond against Earnest Money Deposit (EMD) as per **Format 7.3 A/ 7.3 B/ 7.3C.**

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

   i. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects and to sign the PPA with SECI. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.

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

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

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

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

g. Undertaking as per **Format 7.7.**

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

i. Format for Technical Criteria as per **Format 7.9**

j. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.10**

k. Signed Integrity Pact between SECI and the Bidding Company as per **Format 7.11**

l. Attachments:

i. Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Battery Energy Storage System development.

- In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company/ any member of the bidding consortium at the time of bid submission, the bid submitted shall be treated as non-responsive and shall be rejected.
- If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Battery Energy Storage System development has to be submitted prior to signing of PPA.

ii. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium. In case of AIF, registration certificate issued by SEBI would be required.

iii. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ practicing Company Secretary as on a date within 30 days prior to the last date of bid submission. SECI reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied

with and the bidder will ensure submission of the same within the required timelines.

iv. Certified copies of annual audited accounts for the last financial year, i.e. FY 2025-26, or provisional accounts duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.

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

m. Covering letter of the Financial bid as per **Format - 7.12.**

n. Break-up of the Preliminary Estimate of Cost of Project as per **Format 7.13**

28 Important Notes and Instructions to Bidders

28.1 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.

28.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause 22 of the RfS.

28.3 If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, SECI reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee/POI/ 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.

28.4 If the event specified at Clause 28.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.

28.5 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 19 of the RfS.

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

28.7 The response to RfS shall be submitted as mentioned in Clause 27 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.

28.8 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.

28.9 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.

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

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

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

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

28.14 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.

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

28.16 All the financial transactions to be made with SECI including success fee, delay charges (except Payment Security Deposit), and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

29 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.

30 Method of Submission of Response to RfS by the Bidder

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

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

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

Bank Guarantee/POI/ Surety Bond against EMD needs to be submitted in both online and offline modes. The Bidders will be required to submit the bank guarantee/ POI/ 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 bid submission deadline is 18:00 hrs on 22.08.2026, the above deadline will expire at 18:00 hrs on 24.08.2026. 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/POI/ 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 Supply of Energy from 4 GW/ 16 GWh Standalone BESS Projects in Rajasthan and Gujarat under Tariff-based Competitive Bidding	
Cumulative Capacity of the projects applied for under Package I	*____ MW/ _____ MWh*
Cumulative Capacity of the projects applied for under Package II	*____ MW/ _____ 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**

30.2 **Documents to be Submitted Online**

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

If the Bidder has submitted bid online and fails to submit the Bank Guarantee/POI/ 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 (if applicable), 7.3 A/ 7.3 B/ 7.3 C, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, 7.9, 7.10 and 7.11 as elaborated in Clause 26 of the RfS.
(b) All attachments elaborated in Clause 27 of the RfS, under the sub-clause l: 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/POI/ 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 27.8, and Annexure-C of the RfS, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of 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 - 7.12 of the RfS
(b) Preliminary Estimate of Cost of the Project as per Format 7.13 of the RfS

As part of the financial bid submission, only a single tariff (INR/kWh) for the discharge of energy from the BESS Project applied for, shall have to be filled online in the Electronic Form provided at the ISN-ETS portal for each of the Package. 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) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
(c) 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. However, in this case, if the bidder is an MSE, its bid will be opened upon submission of proof of it being an MSE. 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.

(d) 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.

31 Notice Board for Display

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

___ MW/ ____ MWh ISTS-Connected Battery Energy Storage System Project

Owned and operated by

---------- (insert name of the BESSD)

Under RfS for Supply of Energy from 4 GW/ 16 GWh Standalone BESS Projects in Rajasthan and Gujarat under Tariff-based Competitive Bidding by
Solar Energy Corporation of India Limited

Village……, Tehsil……., District……., State……

32 Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid up to the date as on 12 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 LoAs, the discovered tariffs shall be deemed to be valid until the signing of PPA, pursuant to Clause 45.d. of the RfS.

33 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.

34 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

34.1 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.

34.2 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, elaborations shall be issued by SECI which will be notified on SECI's ISN-ETS bidding portal. No separate reply/ intimation will be given for the above, elsewhere. In the event of the issuance of any revision or amendment of the RfS documents, the Bidders shall be provided a period of at least 7 days therefrom, for submission of bids.

34.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on SECI's website).

35 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.

Note: In the event of opening of bids, Bid Processing Fee will not be refunded. In case SECI is unable to sign PPA for the awarded capacity on account of reasons not attributable to the Successful Bidder, in line with Clause 45 (d) below, the 1st and 2nd installment of the Success Charges, as paid by the Successful Bidder will be refunded by SECI without any interest. In such cases, refund of GST amount will be dealt according to extant provisions of GST Act. However, in case PPA is eventually not signed on account of reasons attributable to the Successful Bidder, the 1st and 2nd installment of Success Charges paid by the BESSD will not be refunded by SECI.

36 Post Award Compliances

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

36.2 Any checklist shared with BESSD by SECI for compliance of above-mentioned milestones to be considered for the purpose of facilitation only. Any additional

documents required as per the conditions of Guidelines, RfS and PPA must be submitted timely by the BESSD.

36.3 **Project Monitoring:** Project monitoring activities under the RfS shall include periodic Project site visits from time to time by Appropriate Central Government Organizations/ Authority/ Committee(s) authorized from time to time.

SECTION 4. QUALIFICATION REQUIRMENTS FOR BIDDERS

Shortlisting of Bidders will be based on the following Criteria:

37 General Eligibility Criteria

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

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

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

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

37.2 The bid can be submitted by an individual Company or by a Consortium of not more than 03 (Three) companies.

37.3 A Consortium shall participate with one of the consortium partners as the Lead Member. Consortium shortlisted and selected based on this RfS has to either (i) form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium (as per the Consortium Agreement submitted the time of bid submission) unchanged, or (ii) utilize an already registered company with the shareholding of this company being identical to the shareholding as per the Consortium Agreement submitted at the time of bid submission. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).

It is clarified that in case of Consortium, each of the Consortium members shall have a non-zero equity participation in the Consortium, i.e. a Consortium of 2 members with a 100:0 arrangement of equity commitment will not be eligible as a bidder under this RfS.

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

In case the foreign company participating as a member of consortium, Clause 37.7 of the RfS shall be applicable.

37.5 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.

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

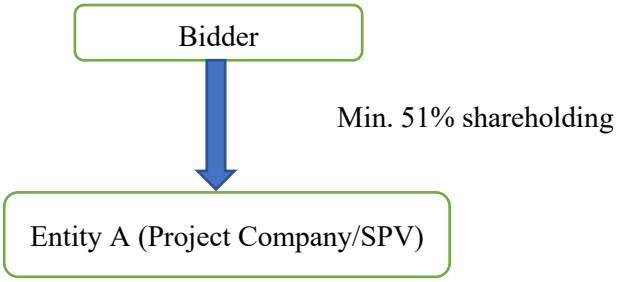
37.7 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. (a) existing subsidiary Company of the Successful Bidder, or (b) a Project Company incorporated as a subsidiary Company of the Successful Bidder, for setting up the Project, and in each case, having at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be utilized for executing more than one Project.

37.8 Any consortium, if selected as Successful Bidder for the purpose of implementing the Project, shall incorporate/ utilize an already existing Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with SECI, i.e. the Project Company incorporated/ utilized shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of PPA and thereafter the combined shareholding of the Consortium Members in the SPV/ Project Company shall not fall below 51% at any time up to COD of the Project.

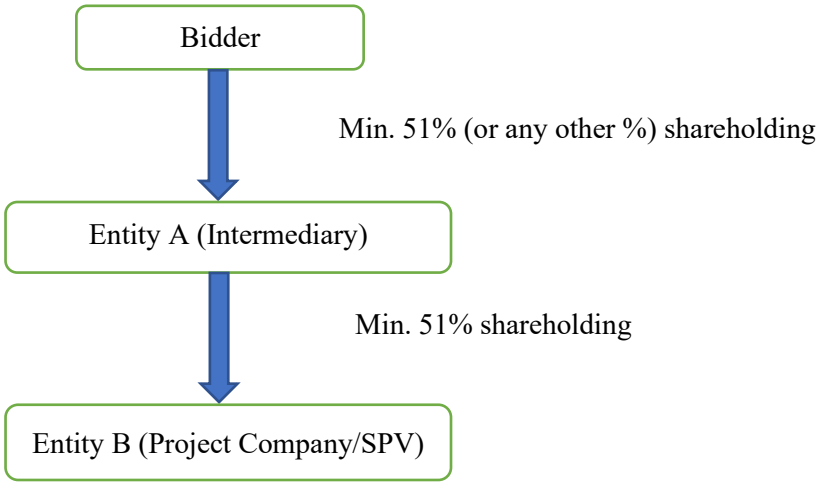
37.9 As on the bid submission deadline, the Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, as on the bid submission deadline, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies. The Bidder shall submit an undertaking to this effect, as per Format 7.7 of the RfS.

37.10 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 37.3 and 37.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:



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

38 Technical Eligibility Criteria

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

38.2 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 23 of the RfS. The undertaking shall be submitted as per enclosed Format 7.9 of the RfS.

38.3 The Projects shall also comply with the performance criteria as detailed in Clause 8 of the RfS.

38.4 **Bidders can participate through <u>any one</u> of the below mentioned qualifying routes. The Bidder shall be considered meeting Technical Eligibility criteria either from Route I or Route II for each of the Package.**

<u>Route I:</u> The bidder should have manufactured and supplied or should have and order book for supply of Batteries designed for grid integration, for a minimum cumulative capacity of **<u>(X/10) MWh or 50 MWh (whichever is lower), where X is the quoted MWh capacity applied under each package.</u>**

Or

<u>Route II:</u> The bidder should have experience as integrator/supplier/aggregator of grid interactive BESS of minimum cumulative capacity of **<u>(X/10) MWh or 50 MWh (whichever is lower), where X is the quoted MWh capacity applied under each package.</u>**

- *Under 'Route I', the entity should be an OEM/ manufacturer of Batteries, having an operational manufacturing line/facility with an annual throughput capacity commensurate to the minimum cumulative capacity demonstrated under Route I.*
- *Integrator/ Supplier/ Aggregator under 'Route II' means, the agency/ entity which has supplied, installed/ supervised installation, commissioned/supervised commissioning of grid interactive Battery energy Storage system (BESS).*
- *Grid interactive Battery Energy Storage System (BESS) shall consists of Battery System (BS), Power Conditioning System (PCS) & Energy Management System (EMS).*
- *The bidders in Route I or II are required to submit the copies of Purchase Order/Supply order/Work order/Contract Agreement with the Client(s) (Work Order/Contract Agreement not required in case the bidder is owner of the project).*
- *In case the response to RfS is submitted by a Consortium, then the Lead member of the Consortium shall meet individually not less than 50% of minimum Technical Eligibility Conditions. However, all the Consortium members must meet collectively 100% Technical Eligibility Conditions.*
- *The Bidder, including any Member of a Consortium, may seek qualification on the basis of technical capability of its Parent, Holding, Subsidiary or Affiliate(s) for the purpose of meeting the qualification requirements.*

38.5 **Bidders submitting bids for both Package I and Package II must independently meet the Technical Eligibility Conditions applicable to each Package.**

39 Financial Eligibility Criteria

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

a. The Net Worth of the Bidder should be equal to or greater than **INR 71,84,000/ MW (Rupees Seventy-One Lakhs and Eighty-Four Thousand/ MW)**, as on the last date of previous Financial Year, i.e. FY 2025-26, or as on the day at least 7 days prior to the bid submission deadline. In case of the Bidder being a SEBI registered AIF, the cumulative value of Assets Under Management (AUM) with minimum requirement as decided by SECI shall be demonstrated. In this context, AUM shall mean the amount as certified by the Statutory Auditor of the AIF.

b. The net-worth/value of AUM to be considered for the above purpose will be the cumulative net-worth of the Bidder/AIF or consortium members. Except in the case of AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the Net Worth criteria as per the RfS. In case of the Bidder being a Bidding Consortium, any Member may meet the above criteria on the basis of financial capability of its Affiliate(s). In both cases, such Affiliates shall undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS.

c. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and AUM or investible funds to be considered under this clause will be calculated in accordance with applicable SEBI (AIF) Regulations.

39.2 **Liquidity**

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

a. A minimum annual turnover of **INR 87,51,400/MW (Rupees Eighty-Seven Lakhs Fifty-One Thousand and Four Hundred/ MW)** during the previous financial year, 2025-26 or as on the day at least 7 days prior to the bid submission deadline. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

b. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) excluding other and exceptional income for a minimum amount of **INR 17,50,280/ MW (Indian Rupees Seventeen Lakhs Fifty Thousand Two Hundred and Eighty/ MW)**, as on the last date of previous financial year, 2025-26, or as on the day at least 7 days prior to the bid submission deadline.

c. In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of **INR 21,87,850/MW (Indian Rupees Twenty-One Lakhs Eighty-Seven Thousand Eight Hundred and Fifty only)**, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder

39.3 **Bidders submitting bids for both Package I and Package II must independently meet the Financial Eligibility Conditions applicable to each Package.**

- *In case the response to RfS is submitted by a Consortium, then the Lead partner of the Consortium shall meet individually not less than 50% of minimum Financial Eligibility Conditions. However, all the Consortium partners must meet collectively 100% Financial Eligibility Conditions. Herein, apart from the Lead partner, a minimum of 25% financial eligibility should be met individually by all other partners of the JV/Consortium.*
- *In case of Consortium, all members should have positive Net worth.*
- *The Bidder, including any Member of a Consortium, may seek qualification on the basis of financial capability of either its Parent, Holding, Subsidiary or Affiliate for the purpose of meeting the qualification requirements. However, financial qualification will be determined on aggregate basis by adding the financial capability of the bidder with its Parent/affiliates/Holding/Subsidiary, whose financials have been submitted by the bidder.*
- *In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial years as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.*
- *The bidder (or its affiliates) must submit annual financial audited statements for previous 3 financial year***.**

39.4 Except for AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 39.1 and 39.2 above. In this case, the financial qualification will be determined on aggregate basis by adding the financial capability of the Bidder and its Affiliates, whose financials have been submitted by the Bidder. Further, it is clarified that the Bidder is allowed to use financial capability of more than 1 Affiliate for meeting the qualification requirement. In case of the Bidder being a Bidding Consortium, any Member (except an AIF) may seek qualification on the basis of financial capability of its Affiliate(s).

In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees/POI in case the Bidder(s) fail to do so in accordance with the RfS.

39.5 For the purposes of meeting financial requirements, latest consolidated/ unconsolidated audited annual accounts of the bidding company shall be used. However, in case the bidding Company is seeking qualification on the basis of financial capability of its Affiliates (fully or partly), then only the unconsolidated audited Annual Accounts of the Affiliate(s) shall be used.

39.6 A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2025-26, or provisional accounts as on the day at least 7 days prior to the bid submission deadline, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline. Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

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

39.8 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into US Dollar (USD) as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 39.6 above.

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

39.10 For the limited purpose of meeting the technical and financial eligibility criteria, in addition to using credentials of the Affiliates having more than 50% shareholding in the Bidding Company, the Bidder may use credentials of those Affiliates who do not control more than 50% of the bidding company, subject to the following:

a. The qualification criteria parameters will be met proportionately to the equity contribution of the entity whose credentials are being used to meet the requirement. For example, in case of Net Worth requirement being Rs 100 Crore and the strength of an Affiliate is used which owns 30% of the total shareholding in the bidder, the said Affiliate should be able to meet upto Rs 30 Crore of the Net Worth.

b. In case the strength of an Affiliate is being used for meeting the eligibility criteria, shareholding pattern of the respective Affiliate will be locked-in up to COD of the Project.

39.11 The Bidder shall not be permitted to combine or rely upon different financial periods across the Bidder itself and/or its Affiliates for meeting the prescribed financial qualification requirements under Clauses 38.1 & 38.2 above, except in case of Foreign companies in which case latest available financial period may be considered.

SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS

40 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.

41 Techno-Commercial Evaluation of Bidders (Step 1)

41.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened by SECI whose required documents as mentioned at Clause 30 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 22.08.2026, the online bid opening will be conducted on 25.08.2026. In case of the above deadline being a holiday, the bids will be opened on the next working day.

41.2 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.

41.3 Subject to Clause 29 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.

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

42 Financial Bid Evaluation (Step 2)

42.1 In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the "First Round Tariff", quoted by the Bidder in the electronic form of 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 tariff of the energy that will be discharged from the BESS Project quoted by the Bidders.**

42.2 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.

42.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single "First Round Tariff" in Indian Rupees per kWh for each package. **The tariff shall be quoted in Indian Rupees per kWh up to two places of decimal only**. If it is quoted with more than two digits after decimal, digits after the first two decimal places shall be ignored. (For e.g. if the quoted tariff is INR 5.337, then it shall be considered as INR 5.33).

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

42.5 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.

42.6 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.

42.7 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 43.2 of the RfS.

42.8 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	₹ 5.10 (Tariff in ₹/ kWh)	*L1*
B2	₹ 5.15 (Tariff in ₹/ kWh)	*L2*
B3	₹ 5.20 (Tariff in ₹/ kWh)	*L3*
B4	₹ 5.20 (Tariff in ₹/ kWh)	*L3*
B5	₹ 5.30 (Tariff in ₹/ kWh)	*L4*
B6	₹ 5.40 (Tariff in ₹/ kWh)	*L5*
B7	₹ 5.50 (Tariff in ₹/ kWh)	*L6*
B8	₹ 5.60 (Tariff in ₹/ kWh)	*L7*
B9	₹ 5.80 (Tariff in ₹/ kWh)	*L8*

43 Reverse Auction (Step 3)

43.1 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-C of the RfS. As part of submission of their response to RfS, the Bidders shall submit the scanned copy of Annexure-C of the RfS duly signed and stamped by the Authorized Signatory, as an acceptance of the provisions contained therein.

43.2 Two separate e-Reverse Auctions shall be conducted, **one for Package I (Rajasthan: 2.5 GW/10 GWh) and the other for Package II (Gujarat: 1.5 GW/6 GWh).**

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

- **For Package I (Rajasthan: 2.5 GW/10 GWh)**

Assuming

T = Total Techno-Commercially Qualified Bidders, and
S_k = Cumulative capacity till the 'k'th serial number bidder (not the 'k'th rank bidder) after ranking is done in ascending order from L1 onwards

S_E = (Eligible capacity for award)*	(i) In case $S_T \leq 2500$ MW, $S_E = 0.8 \times S_T$ (ii) In case $S_T > 2500$ MW, $S_E = 0.8 \times S_T$ subject to maximum eligible capacity being 2500 MW.

Number of Bidders eligible for e-Reverse Auction

i. In case $(0.8 \times S_T) \leq 2500$ MW: all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA. Accordingly, the no. of bidders shortlisted for e-RA, i.e., "n" = "T".

ii. In case $(0.8 \times S_T) > 2500$ MW: The lowest ranked bidder, i.e. the bidder quoting the highest tariff (the "H1 bidder") shall be eliminated at this stage, and the remaining techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.

Accordingly, the no. of bidders shortlisted for e-RA, i.e., "n" = "T"-1

Note:

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

(b) The above elimination will take place subject to the condition that 80% of the total bid capacity after such elimination remains more than the tendered capacity (2500 MW in this case), and the minimum number of shortlisted bidders for e-RA after elimination at this stage remains 3. In the contradictory scenario, no elimination will take place at this stage.

- **For Package II (Gujarat: 1.5 GW/6 GWh)**

Assuming

T = Total Techno-Commercially Qualified Bidders, and
S_k = Cumulative capacity till the 'k'th serial number bidder (not the 'k'th rank bidder)

after ranking is done in ascending order from L1 onwards

S_E = (Eligible capacity for award)*	(iii) In case $S_T \leq 1500$ MW, $S_E = 0.8 \times S_T$ (iv) In case $S_T > 1500$ MW, $S_E = 0.8 \times S_T$ subject to maximum eligible capacity being 1500 MW.

Number of Bidders eligible for e-Reverse Auction

i. In case $(0.8 \times S_T) \leq 1500$ MW: all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA. Accordingly, the no. of bidders shortlisted for e-RA, i.e., "n" = "T".

ii. In case $(0.8 \times S_T) > 1500$ MW: The lowest ranked bidder, i.e. the bidder quoting the highest tariff (the "H1 bidder") shall be eliminated at this stage, and the remaining techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.

Accordingly, the no. of bidders shortlisted for e-RA, i.e., "n" = "T"-1

Note:

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

(d) The above elimination will take place subject to the condition that 80% of the total bid capacity after such elimination remains more than the tendered capacity (1500 MW in this case), and the minimum number of shortlisted bidders for e-RA after elimination at this stage remains 3. In the contradictory scenario, no elimination will take place at this stage.

43.4 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 43.2 above.

43.5 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 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 01 (One) Paisa less than its current tariff.

c. Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.

d. During reverse auction, the Bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.

e. In the bidder's bidding window, the following information can be viewed by the bidder:

   i. Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.

   ii. The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and project capacity.

f. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 8 (eight) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:

   i. Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity, subject to provisions of Clause 44, if the auction is closed at that instant.

   ii. Orange Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity, subject to provisions of Clause 44, if the auction is closed at that instant.

   iii. Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instant.

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

44 Selection of Successful Bidders

44.1 Subsequent to conclusion of the e-RA process, the Bidders falling in the "Green" and "Orange" zones as per Clause 43.4 (f) above, will be listed in the increasing order of the tariffs discovered at the end of e-RA.

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

i. In case the cumulative capacity shortlisted as per the range exceeds S_E (capacity eligible for award as per Clause 43.2 above), the list of Successful Bidders shall be limited by S_E.

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

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

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

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

- Step 1: Highest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.
- Step 2: Ranking will be done based on draw of lots.

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

- L1 tariff discovered after e-RA: Rs. 5.50/kWh
- The range (L1+2% of L1): Rs. 5.61/kWh

Rank	Quoted Capacity (MW)	Cumulative Capacity (MW)	Time stamp	Tariff (INR/kWh)	Qualified as Successful Bidder
L1	50	50	NA	5.50	L1
L2	150	200	NA	5.51	L2
L2	100	300	NA	5.51	L2
L3	175	475	NA	5.53	L3
L4	75	550	16:00:01	5.55	L4
L4	250	800	16:00:02	5.55	L5
L4	100	900	16:00:03	5.55	---
L5	150	1050	NA	5.56	---
L6	50	1100	NA	5.60	---

44.4 Note: The allocation of cumulative project capacity shall be closed at S_E. In case of the last selected Bidder, if the balance project capacity is less than the total capacity mentioned by the Bidder, then the Project with highest preference (as mentioned in the Covering Letter) shall be awarded to the Bidder, subject to the maximum cumulative capacity not exceeding S_E, being awarded under the RfS.

In case the partial capacity offered to the last Successful Bidder as per Cl. 44.2 above, is lower than 50% of the total capacity quoted by such Bidder, the Bidder shall have an option to refuse such offered partial capacity. Such refusal shall be intimated to SECI within 7 days of completion of e-RA and not later than 7 days of issuance of LoAs by SECI, failing which, the awarded capacity shall be deemed to have been accepted by the said Bidder.

In case the partial capacity offered to the last Successful Bidder as per Clause 44.2 above, is greater than or equal to 50% of the total capacity quoted by such Bidder, it shall be mandatory for such Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded under the RfS not exceeding S_E. In case the last Bidder refuses to accept such partial capacity offered by SECI, the Bank Guarantee(s) against EMD submitted by such Bidder shall be encashed by SECI.

45 Issuance of LoAs

45.1 At the end of selection process, Letters of Award (LoAs) will be issued to the Successful Bidders for each Project. The LoAs shall be issued for the Contracted Capacity quoted by the respective Successful Bidder, or the partial Contracted Capacity, as the case may be. In case of a Consortium being selected as the Successful Bidder, the LoA shall be issued to the Lead Member of the Consortium.

45.2 In case SECI is unable to find Buyers/ off-takers for the tariffs as discovered after the bidding process, SECI reserves the right to annul the bid process without any financial implications to any of the parties concerned.

45.3 SECI reserves the right to cancel any or all of the bids in view of higher tariff discovered after e-RA. 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.

45.4 In case of delay in signing of PPA by SECI beyond the date as on 12 months subsequent to issuance of LoAs, the LoA shall stand cancelled and the EMD submitted by such Bidder shall be returned by SECI.

SECTION 6. DEFINITIONS OF TERMS

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

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

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

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

46.3 **"APPROPRIATE COMMISSION"** shall mean as defined in the PPA.

46.4 **"AVAILABILITY"** shall mean as defined in Clause 8 of the RfS.

46.5 **"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.

46.6 **"BATTERY ENERGY STORAGE SYSTEM DEVELOPER"** or **"BESSD"** or **"DEVELOPER"** or **"PROJECT DEVELOPER"** shall mean the entity owning/operating the BESS facility for supply of power under the PPA, and shall refer to the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by SECI (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of the Project and signing of PPA with SECI.

46.7 **"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.

46.8 **"BIDDER"** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.

46.9 **"BIDDING CONSORTIUM"** or **"CONSORTIUM"** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of

this RfS under a Consortium Agreement.

46.10 **"BID CAPACITY"** shall mean aggregate project capacity of the Battery Energy Storage System(s) as proposed by the Bidder.

46.11 **"BID IMPLEMENTING AGENCY" OR "BIA"** shall mean SECI, i.e. the Bidding Agency designated for issuing the tender documents and carrying out the process of selection of Successful Bidders under the Guidelines.

46.12 **"BUYING ENTITY"** shall mean any DISCOM/Bulk consumer or any other third-party consumer that, directly or through SECI, utilizes the BESS for meeting its power on demand/merchant sale requirements.

46.13 **"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.

46.14 **"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.

46.15 **"COMMERCIAL OPERATION DATE (COD)"** shall mean the date as defined in Clause 24 of the RfS.

46.16 **"CONTRACTED CAPACITY"** or the **"PROJECT CAPACITY"** shall mean the capacity in MW/ MWh ("X" MW/ "4X" MWh) contracted with SECI as Intermediary Procurer for providing Energy storage facility to the End Procurer/Buying Entity for discharging the system on "on-demand" basis, based on which the PPA is executed with Intermediary Procurer.

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

a. in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
b. provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.

46.18 **"CONTROL"** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.

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

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

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

46.22 **"EFFECTIVE DATE"** shall mean the date as per Clause 22 of the RfS.

46.23 **"EQUITY"** shall mean Net Worth as defined in Companies Act, 2013.

46.24 **"FINANCIAL CLOSURE"** or **"PROJECT FINANCING ARRANGEMENTS"** means arrangement of necessary funds by the BESSD towards 100% Project Cost either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance;

46.25 **"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;

46.26 **"GUIDELINES"** shall mean "Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" issued by Ministry of Power vide Gazette Resolution dated 10.03.2022, including subsequent amendments and clarification thereof, if any, issued until the last date of bid submission of this RfS.

46.27 **"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;

46.28 **"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 or a Member of the Consortium developing the Project.

46.29 **"INTER-CONNECTION POINT/ DELIVERY/ METERING POINT"** shall mean a single point at 220 kV or above, where the power from the Project(s) is injected into the identified ISTS Substation (including the transmission line connecting the Projects with the substation system) or InSTS/STU Substation, in case of intra-State connected Projects, as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the BESSDs 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.

In case the Buying Entity is located in the same State where the Project is located, if the Buying Entity desires the Project to be set up behind its STU/InSTS substation, it will be permitted by SECI subject to acceptance of such an arrangement by the BESSD.

46.30 **"INTERMEDIARY PROCURER" or "IP"** shall mean SECI who shall aggregate and procure the BESS capacity from the different Projects and sell it to the Buying Entity(ies).

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

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

46.33 **"JOINT CONTROL"** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).

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

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

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

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

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

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

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

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

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

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

46.44 **"POOLING SUBSTATION/POOLING POINT"** shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the BESSD(s) to get connected to the ISTS substation. The voltage level for such common line shall be 400 kV or above. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.

46.45 **"POWER PURCHASE AGREEMENT"** or **"PPA"** shall mean the agreement signed between the Selected Bidder/BESSD and SECI according for procurement of energy discharged from the BESS, as per the terms and conditions of the standard PPA enclosed with this RfS.

46.46 **"POWER SALE AGREEMENT"** or **"PSA"** shall mean the agreement signed between the SECI and the Buying Entity according to the terms and conditions of the standard PSA enclosed with this RfS.

46.47 **"PROJECT"** shall mean the Battery Energy Storage System set up by the BESSD for supply of Power "on Demand" 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 BESS), 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. It is clarified that BESS charged using a source other than RE power would not qualify as RE power.

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

46.49 **"PROJECT COMMISSIONING"**: The Project will be considered as commissioned in line with the Commissioning procedure defined in the RfS/PPA.

46.50 **"PROJECT LOCATION"** shall mean the area identified by the BESSD, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State, where the Project is being implemented and shall also include RE Parks being set up under the respective Guidelines.

46.51 **"POWER ON DEMAND"** shall mean the requirement of buying entities to discharge the BESS based on its requirements during the time of day, subject to provisions of the RfS and PPA.

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

46.53 **"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;

46.54 **"RfS"** or **"RfS DOCUMENT"** or **"BIDDING DOCUMENT(S)"** or **"TENDER DOOCUMENTS"** shall mean the "Request for Selection" document issued by SECI including standard Power Purchase Agreement and Power Sale Agreement, along with subsequent clarifications and amendments thereof, vide RfS No. SECI/C&P/IPP/15/0010/26-27 dated 01.10.2026.

46.55 **"SCHEDULED COMMISSIONING DATE"** or **"SCD"** shall be the date as indicated in Clause 9 of the RfS;

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

46.57 **"SOLAR PV POWER PROJECT"** or **"SOLAR POWER GENERATING SYSTEM/ STATION"** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology.

46.58 **"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.

46.59 **"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

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

46.61 **"TRADING MARGIN"** shall mean the margin on sale of Power to the Buying Entity(ies) under this RfS being charged by SECI and shall be @ INR 0.07/kWh.

46.62 **"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;

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

46.64 **"WIND POWER PROJECT"** or **"WIND POWER GENERATING SYSTEMS/ STATIONS"** means the wind power project that uses wind energy for conversion into electricity through a wind turbine generator.

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/ Lead Member of Consortium)

Ref.No. _____ Date: _____

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

_____

_____

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 PPA for availability of Contracted Capacity for the Term of the PPA 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 7.8 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 7.8A in this regard. (*strike out if not applicable*)

We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have submitted response to RfS as per the threshold mentioned for the each of the Packages.

We are submitting response to RfS for the development of following Project(s) *[strike out one of the projects if not applicable]*: -

For Package I (Rajasthan: 2.5 GW / 10 GWh)

Project capacity (MW/MWh)	Interconnection Point Details	Project Preference*

**The preferences of the Projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Clause 44.4 of the RfS.*

For Package II (Gujarat: 1.5 GW / 6 GWh)

Project capacity (MW/MWh)	Interconnection Point Details	Project Preference*

**The preferences of the Projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Clause 44.4 of the RfS.*

1. We give our unconditional acceptance to the RfS, dated …….. *[Insert date in dd/mm/yyyy]*, standard PPA, and PSA documents attached thereto, issued by SECI. In token of our acceptance to the RfS, PPA and PSA 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 the PPA is executed as per the provisions of the RfS and provisions of PPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per Clause 9 of the RfS. We further undertake that we shall demonstrate possession of 100% area of the identified land, within the timelines as per the RfS.

2. Earnest Money Deposit (EMD) for Package I :- (*Please read Clause 18 carefully before filling*)
   We have enclosed EMD of INR ……. (*Insert Amount*), in the form of Bank Guarantee no./ Payment on Order Instrument No./ Surety Bond No. ……. [*Insert bank guarantee/ POI/ Surety Bond number*] dated ……. [*Insert date of bank guarantee/ POI/ Surety Bond*] as per Format 7.3A/7.3B/7.3C from …… [*Insert*

name of bank providing bank guarantee/ POI/ Surety Bond issuing agency] and valid up to…….in terms of Clause No. 18 of this RfS. The total capacity of the BESS Project offered by us is ……. MW/ ….. MWh. [Insert cumulative capacity proposed]. (strike off whichever is not applicable).

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

4. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee/POI/ Surety Bond of the requisite value(s) towards PBG, Success charge for the selected Projects, within due time as mentioned in Clauses 19 & 20 of this RfS on issue of LoA by SECI for the selected Projects and/or we are not able to sign PPA 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 and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

5. 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.

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

7. **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 Projects according to our preference order as above and in line with the provisions of the RfS, shall be binding on us.

8. 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 PPA, in the event of our selection as Successful Bidder.

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

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

11. 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.

12. 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.

13. We confirm that all the terms and conditions of our Bid are valid up to a period of 12 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 PPA, pursuant to Clause 45.d. of the RfS.

14. <u>Contact Person:</u>

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

Name : ……
Designation : ……
Company : ……
Address : ……
Phone Nos. : ……
Mobile Nos. : ……
E-mail address: ……

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

Enclosure: Copy of final grant of connectivity at the proposed substation.

Dated the _____ day of_____, 20….

Thanking you,
We remain,
Yours faithfully,

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

Format 7.2

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortiums)

(To be provided by each of the other members of the Consortium in favor of the Lead Member)
(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value***)**

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

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

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

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

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

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

For and on behalf of Consortium Member

M/s…….

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

(Name
Designation
Place:

Date:)
Accepted

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

Attested

(Signature of the executant)

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

Place: ----------
Date: ----------

Format 7.3A

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)

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

(Separate EMD must be submitted for each of the Packages)

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 _____ MW/ ____ MWh [*Insert cumulative Project capacity proposed*] for offering Battery Energy Storage System on long 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 18 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. 18 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. 18 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. 18 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. 18 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 7.3 B

FORMAT OF PAYMENT ON ORDER INSTRUMENT (POI) TO BE ISSUED BY REC/PFC (IN LIEU BG TOWARDS EMD)

(Separate EMD must be submitted for each of the Packages)

No. Date

SECI, **Registered**

_____,

_____

Reg: M/s _____(insert name of the Bidder) – Issuance of Payment on Order Instrument for an amount of Rs._____

Dear Sir,

1. It is to be noted that M/s _____(*insert name of the POI issuing Agency*) **('REC/PFC')** has sanctioned a non-fund based limit loan of Rs. _____ (Rupees_____only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects/Energy Storage Projects.

2. At the request of M/s _____, on behalf of _____ (insert name of the Bidder), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees_____(in words)). This Payment on Order Instrument comes into force immediately.

3. 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 ……. MW/ …. MWh [*Insert cumulative Project capacity proposed*] for procurement of Contracted Capacity there from on long 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 PFC/REC*] 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 _____ [*Insert amount not less than that derived in line with Clause 18 of the RfS*], only, on behalf of M/s _____ [*Insert name of the Bidder*].

4. In consideration of the above facts, REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words…….) to SECI on the following conditions: -

(a) REC/PFC agrees to make payment of the said amount unconditionally, without demur and without protest upon receipt of request from SECI within the validity period of this letter as specified herein;

(b) The commitment of REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between REC/PFC or its constituents notwithstanding any dispute that may be raised by them against SECI;

(c) The liability of REC/PFC continues to be valid and binding on REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;

(d) The liability of REC/PFC shall continue to be valid and binding on REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to however to the maximum extent of amount stated herein and REC/PFC is not liable to any interest or costs etc;

(e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;

(f) REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. REC/PFC shall not require SECI to justify the invocation of the POI against the Bidding Company, to make any claim against or any demand against the Bidding Company or to give any notice to the Bidding Party;

(g) The POI shall be the primary obligation of REC/PFC and SECI shall not be obligated before enforcing the POI to take any action in any court or arbitral proceedings against the Bidding Company;

(h) Neither SECI is required to justify the invocation of this POI nor shall REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;

5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to _____ and REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs. …….. and REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and REC's/PFC's liability in no case will exceed more than the above amount stipulated. SECI shall be entitled to invoke this POI till _____ [*Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 18 of this RfS*].

6. In pursuance of the above, REC/PFC and SECI have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully
For and on behalf of
M/s. _____
(Name of the POI issuing agency).

( )
General Manager (TS)

Copy to:-

M/s. __PP_____

_____

_____ As per their request

( )

General Manager (TS)

Format 7.3C

FORMAT OF INSURANCE SURETY BOND TOWARDS EMD

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

(Separate EMD must be submitted for each of the Packages)

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 18 of the RfS*] valid for……[*insert date of validity in accordance with Clause No. 18 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 18 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. 18 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. 18 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: …….

<u>NOTE:</u>

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 7.3 D

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*)

(Separate PBG must be submitted for each of the Packages)

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

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'selected Battery Energy Storage System Developer') submitting the response to RfS inter alia for ……[*Insert title of the RfS*] of the capacity of … MW/ ……. 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 Battery Energy Storage System Developer (BESSD) and issuing Letter of Award No. _____ to _____ (*Insert Name of selected Battery Energy Storage System Developer*) as per terms of RfS and the same having been accepted by the selected BESSD resulting in a Power Purchase Agreement (PPA) to be entered into, for procurement of capacity [from selected Battery Energy Storage System Developer or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, the _____ [*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to 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 Battery 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 Battery Energy Storage System Developer/ Project Company as applicable*] 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 Battery Energy Storage System Developer/ Project Company, to make any claim against or any demand on the selected Battery Energy Storage System Developer/ Project Company or to give any notice to the selected Battery Energy Storage System Developer/ Project Company or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the selected Battery Energy Storage System Developer / Project Company.

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 PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until ……. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if 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. 19 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 7.3 E

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY REC/PFC (IN LIEU OF PBG)

(Separate PBG must be submitted for each of the Packages)

No. Date

SECI, **Registered**

_____,

_____

Reg: M/s _____(insert name of the PPA signing entity) (Project No. _____(insert project ID issued by SECI) – Issuance of Payment on Order Instrument for an amount of Rs._____

Dear Sir,

1. It is to be noted that M/s. _____(insert name of the POI issuing Agency) **('REC/PFC')** has sanctioned a non-fund based limit loan of Rs. _____ (Rupees_____only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.

2. At the request of M/s _____, on behalf of _____(insert name of the BESSD), this Payment on Order Instrument (POI) for an amount of Rs. _____(Rupees_____(in words)). This Payment on Order Instrument comes into force immediately.

3. In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected 'Battery Energy Storage System Developer') submitting the response to RfS inter alia for selection of Contracted Capacity of …….. MW, at ……[Insert name of the place] under RfS for _____(insert name of the RfS), in response to the RfS dated…… issued by SECI and SECI considering such response to the RfS of ……[insert the name of the selected Battery Energy Storage System Developer] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the Battery Energy Storage System Developer (BESSD) and issuing Letter of Award No ------ to (*Insert Name of selected Battery Energy Storage System Developer*) as per terms of RfS and the same having been accepted by the selected BESSD resulting in a Power Purchase Agreement (PPA) to be entered into with SECI, for providing energy storage facility [from selected Battery Energy Storage System Developer or a Project Company, M/s ---------- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the _____ [insert name & address of PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at Delhi forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees------ [Total Value] only, on

behalf of M/s _____ [Insert name of the selected Battery Energy Storage System Developer/ Project Company].

4. In consideration of the above facts, REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words…….) to SECI on the following conditions: -
   (i) REC/PFC agrees to make payment of the said amount unconditionally, without demur and without protest upon receipt of request from SECI within the validity period of this letter as specified herein;
   (j) The commitment of REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;
   (k) The liability of REC/PFC continues to be valid and binding on REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
   (l) The liability of REC/PFC shall continue to be valid and binding on REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and REC/PFC is not liable to any interest or costs etc;
   (m) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
   (n) REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. REC/PFC shall not require SECI to justify the invocation of the POI against the SPV/BESSD, to make any claim against or any demand against the SPV/BESSD or to give any notice to the SPV/BESSD;
   (o) The POI shall be the primary obligation of REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/BESSD;
   (p) Neither SECI is required to justify the invocation of this POI nor shall REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;

5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto_____ and REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs……..and REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and REC's/PFC's liability in no case will exceed more than the above amount stipulated. SECI shall be entitled to

invoke this POI till _____ [*Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 19 of this RfS*].

6. In pursuance of the above, REC/PFC and SECI have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully
For and on behalf of
M/s. _____
(name of the POI issuing agency).

( )
General Manager (TS)

Copy to:-

M/s. __PP_____

_____

_____ As per their request

( )

General Manager (TS)

Format 7.3 F

FORMAT OF INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY

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

(Separate PBG must be submitted for each of the Packages)

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 BESSD*]..... with its Registered/Head Office at..... (Hereinafter referred to as the 'Battery Energy Storage System Developer' or 'BESSD', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), the Project of capacity of ….. MW/…. MWh for procurement of capacity 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 BESSD, resulting into a Power Purchase Agreement (PPA) to be entered, for procurement of capacity [from selected BESSD or a Project Company, M/s ……. {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable] and the BESSD 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 BESSD*] at any time up to ..... [*days/month/year*] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the BESSD. Any such demand made by SECI on the Insurer shall be conclusive and binding notwithstanding any difference between the SECI and the BESSD 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 BESSD 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 BESSD, 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 PPA between SECI and BESSD 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 BESSD and notwithstanding any security or other guarantee that SECI may have in relation to the BESSD'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 BESSD]* 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 .....[*BESSD'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. 19 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 BESSD 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 BESSD/Insurer issuing the Insurance Surety Bond.

Format 7.4

FORMAT FOR BOARD RESOLUTIONS

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

1. RESOLVED THAT Mr/ Ms……., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. _____for _____(insert title of the RfS), including signing and submission of all documents and providing information/ response to RfS to SECI, representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project. (***To be provided by the Bidding Company or the Lead Member of the Consortium***)

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

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

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

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

And

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

3. **NOT USED**

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. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

Format 7.5

FORMAT FOR CONSORTIUM AGREEMENT

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

THIS Consortium Agreement ("Agreement") executed on this ___ Day of _____ Two Thousand _____ between M/s _____ [*Insert name of Lead Member*] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfS and execution of Power Purchase Agreement (in case of award), against RfS No. _____dated _____issued by Solar Energy Corporation of India Limited (SECI), a Company incorporated under the Companies Act, 2013, and having its Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023.

WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS SECI desires to purchase Power under RfS for _____ (insert title of the RfS);

WHEREAS, SECI had invited response to RfS vide its Request for Selection (RfS) dated _____

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by SECI wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

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

2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.

4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

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

We acknowledge that after the execution of PPA, the combined shareholding in the SPV/Project Company shall not fall below 51% at any time prior to COD of the Project.

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

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

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

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

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

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

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

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

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

15. This Agreement

    a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
    b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
    c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of SECI.

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

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

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

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

Witnesses:

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

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

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

Witnesses:

1) Signature ----------

Name:

Address:

2) Signature ----------

Name:

Address:

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

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

Witnesses:

1) Signature ----------

Name:

Address:

(2) Signature ----------

Name:

Address:

_____

Signature and stamp of Notary of the place of execution

Format 7.6

FORMAT FOR FINANCIAL REQUIREMENT

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

Ref. No. _____ Date: _____

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

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

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth/AUM criteria, by demonstrating a Net Worth/AUM of Rs…….. Cr. (…… in words) as on the last date of Financial Year 2025-26 or as on the date at least 7 days prior to the bid submission deadline (Strike our wherever not applicable).

This Net Worth/AUM has been calculated in accordance with instructions provided in Clause 39.1 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

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

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth/AUM (in Rs. Crore)
Company 1			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the*

relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium
(To be filled by each Member in a Bidding Consortium separately)
Name of Member: [*Insert name of the Member*]

Net Worth/AUM Requirement to be met by Member: INR ---------- Crore

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

Name of Consortium Member Company	Name of Affiliate(s) whose net worth/AUM is to be considered	Relationship with Bidding Company* (If any)	Net Worth/AUM (in Rs. Crore)
Company 1			

Total			

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Annual Turnover Criteria, by demonstrating an Annual Turnover of INR _____ (_____in words) as on the end of Financial Year 2025-26 or as on the day at least 7 days prior to the bid submission deadline (choose one). (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

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

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (In Rs. Crore)
Company 1			
Total			

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

Exhibit (ii): Applicable in case of Bidding Consortium
(To be filled by each Member in a Bidding Consortium separately)
Name of Member: [*Insert name of the Member*]

Annual Turnover Requirement to be met by Member: INR ----------Crore

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

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (If Any)	Annual Turnover (in Rs. Crore)
Company 1			

Total			

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Profit Before Depreciation Interest and Taxes (PBDIT) criteria as mentioned in the RfS, by demonstrating a PBDIT of INR _____(in words) as on the end of Financial Year 2025-26 or as on the day at least 7 days prior to the bid submission deadline. (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

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

Name of Bidding Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company*	PBDIT (Rs. Crore)
Company 1			
Total			

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

Exhibit (ii): Applicable in case of Bidding Consortium
(To be filled by each Member in a Bidding Consortium separately)
Name of Member: [*Insert name of the Member*]

PBDIT Requirement to be met by Member: INR ----------Crore

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

Name of Consortium Member Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company* (If Any)	PDBIT (Rs. Crore)
Company 1			

Total			

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

(Signature & Name of the Authorized Signatory)

Date:

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

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts, duly certified by the practicing Chartered Accountant.

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

Format 7.7

UNDERTAKING

(To be submitted on the 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, including any Consortium Member & any of its Affiliate, their directors have not been barred or included in the blacklist by any government agency or authority in India, 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 and Signature of the Authorized Signatory)

Format 7.8

FORMAT FOR DISCLOSURE

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

DISCLOSURE

Ref.No. _____ Date: _____

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

_____

_____

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

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LoA/PPA as applicable, we, i.e. M/s _____(enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by 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 37.4 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 7.8A

FORMAT FOR DISCLOSURE

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

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

DISCLOSURE

Ref.No. _____ Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium*)
Tel. #:
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/member in the consortium). We further undertake that while undertaking any action as part of our response to RfS, we are not complicit with other such bidders participating in this RfS, in which M/s _____ (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

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

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

any of the upcoming tenders issued by 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 37.4 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 7.8/7.8A

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/ Each Member of Consortium)

Ref. No. _____ Date: _____

From: _____*(Insert name and address of Bidding Company/Member of Consortium*)
_____
_____
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 7.9

FORMAT FOR TECHNICAL CRITERIA

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

(*To be Submitted Separately for each Project)*

Ref. No. _____ Date: _____

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

_____

_____

Tel.#:
E-mail address#
To
(Enter address of SECI)

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby undertake to certify in line with **Clause 23** under the title "Financial Closure" that the following details shall be furnished within **4 (four) months** prior to the SCD.

1.0 Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.

2.0 DPR of the Project, detailing out project configuration and proposed commissioning schedule of the Project.

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for actions as per the provisions of the RfS.

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 7.10

DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP

(*To be Submitted Separately for each Project)*

1	**Name of Bidding Company/ Lead Member of Bidding Consortium**	
2	**Location(s) of BESS Project(s)**	
3	**Contracted Capacity proposed**	……MW/……MWh
4	**Technology Proposed to be adopted for the Project**	(Brief about the technology proposed)

Dated the_____day of_____, 20….

Thanking you,
We remain,
Yours faithfully,

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

Format 7.11

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. In the case of Consortium, this document is to be duly signed and stamped by all the members of the Consortium)

Format 7.12

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref. No. _____ Date: _____

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

_____

_____

Tel.#:
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 ____ number of Project(s) for a cumulative capacity of ___ MW/ ____ MWh in India as Bidder for the above.

I/We agree that this offer shall remain valid for a period of 12 months from the due date of submission of the response to RfS and until the date of signing of PPA, pursuant to Clause 45.d. 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 in the Electronic Form at ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*

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

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

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

Format 7.13

PRELIMINARY ESTIMATE OF COST OF THE PROJECT

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

For Package I
Project Capacity: …….MW/…. MWh
Location: …….

For Package II
Project Capacity: …….MW/…. MWh
Location: …….

Bidder may use any format to provide the break-up.

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 - 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 BESSD 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 BESSD 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

BESSD 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 BESSD 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 BESSD 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. <u>Safe Disposal of unit Batteries from the BESS</u>

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 BESSD shall ensure that all Unit Battery modules from the plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2016" notified by the Government and as revised and amended from time to time and Battery Waste Management Rules, as and when notified by the Government of India.

Annexure-B

CHECK LIST FOR FINANCIAL CLOSURE

(To be signed by the Authorized signatory of the BESSD)

(RfS No. dated)

Last Date for submission of documents related to Financial Closure – _____
(4 months prior to SCD)

Project Company Name _____

Project ID:-_____

LOA No. - _____. Dtd. -_____

Effective Date of PPA - _____

Scheduled Commissioning Date: - _____

1.0 Financial Closure - (Clause 23 of the RfS, including subsequent amendments & clarifications)

Details	Presently given in PPA
Location	
Technology	
Certificate from all financial institutions	**In case of tie up through Bank / Financial Institutions: -** Document from Bank / Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (to be enclosed as **Annexure-I**). **In case of Internal Resources: -** Copy of Board Resolution, Audited/Certified Balance sheet, Profit & Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company) (to be enclosed as **Annexure-I**). *Performa for the cases where funding will be from Company other than Project Company is at '**A-1**'.*

Note:-

(i) Copy of Final Detailed Project Report (DPR) is to be enclosed as **Annexure – II A.**

(ii) Undertaking by the Project Company that all Consents, clearances and permits required for implementing the Project as per the terms of PPA have been obtained is to be enclosed as **Annexure – II B**

2.0 Copy of Agreement/ MOU entered into / Purchase Order with acceptance, for the supply of Plants and Equipment (to be enclosed as **Annexure-III**)

3.0 Technical Parameters of the Project (Clause 39 of the RfS)

3.0.1 Certificate from Project Company that Technical specifications and directives given in Annexure-A of the RfS will be adhered to (to be enclosed as **Annexure-IV A**)

3.0.2 Proposed Project configuration as part of DPR of the Project (to be enclosed as **Annexure-IV B**)

4.0 Ownership of the BESSD: Latest Shareholding Pattern of the Project Company (including Compulsorily Convertible Debentures (CCDs), Compulsorily Convertible Preferential Shares (CCPS) of the Project Company certified by Chartered Accountant (to be enclosed as **Annexure V A**)

Note: Shareholding pattern is to be submitted by the Project Company, as and when requisitioned for by SECI.

5.0 The above checklist is to facilitate financial closure of projects. For any interpretation the respective provision of RfS / PPA shall prevail.

Annexure - C

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 28.1 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 PPA/PPA 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 - D

ILLUSTRATIONS

(Please refer Clause 8 of the RfS)

Illustration

a. **System Availability**

Under a PPA between an off-taker 'X' and BESSD 'Y' for a capacity 'C', the Schedule and Actual Injection into 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	Injection (into Grid) MUs (Discharging) (Y)	Scheduled MUs (Z)	Time-block Availability, (TA) = (Yi/Zi)
01-May-27	1	0	0	NA
01-May-27	2	0	0	NA
01-May-27	3	0	0	NA
01-May-27	4	0	0	NA
01-May-27	5	0	0	NA
01-May-27	6	0	0	NA
01-May-27	7	0	0	NA
01-May-27	8	0	0	NA
01-May-27	9	0	0	NA
01-May-27	10	0	0	NA
01-May-27	11	0	0	NA
01-May-27	12	0	0	NA
01-May-27	13	0	0	NA
01-May-27	14	0	0	NA
01-May-27	15	0	0	NA
01-May-27	16	0	0	NA
01-May-27	17	0	0	NA
01-May-27	18	0	0	NA
01-May-27	19	0	0	NA
01-May-27	20	0	0	NA
01-May-27	21	0	0	NA
01-May-27	22	0	0	NA
01-May-27	23	0	0	NA
01-May-27	24	0	0	NA
01-May-27	25	0	0	NA
01-May-27	26	0	0	NA
01-May-27	27	0	0	NA
01-May-27	28	0	0	NA
01-May-27	29	0	0	NA
01-May-27	30	0	0	NA
01-May-27	31	0	0	NA
01-May-27	32	0	0	NA
01-May-27	33	0	0	NA
01-May-27	34	0	0	NA

01-May-27	35	0	0	NA
01-May-27	36	0	0	NA
01-May-27	37	0	0	NA
01-May-27	38	0	0	NA
01-May-27	39	0	0	NA
01-May-27	40	0	0	NA
01-May-27	41	0	0	NA
01-May-27	42	0	0	NA
01-May-27	43	0	0	NA
01-May-27	44	0	0	NA
01-May-27	45	0	0	NA
01-May-27	46	0	0	NA
01-May-27	47	0	0	NA
01-May-27	48	0	0	NA
01-May-27	49	0	0	NA
01-May-27	50	0	0	NA
01-May-27	51	0	0	NA
01-May-27	52	0	0	NA
01-May-27	53	0	0	NA
01-May-27	54	0	0	NA
01-May-27	55	0	0	NA
01-May-27	56	0	0	NA
01-May-27	57	0	0	NA
01-May-27	58	0	0	NA
01-May-27	59	0	0	NA
01-May-27	60	0	0	NA
01-May-27	61	0	0	NA
01-May-27	62	0	0	NA
01-May-27	63	0	0	NA
01-May-27	64	0	0	NA
01-May-27	65	0	0	NA
01-May-27	66	0	0	NA
01-May-27	67	0	0	NA
01-May-27	68	0	0	NA
01-May-27	69	0	0	NA
01-May-27	70	0	0	NA
01-May-27	71	0	0	NA
01-May-27	72	0	0	NA
01-May-27	73	0.150	0.150	1.00
01-May-27	74	0.150	0.150	1.00
01-May-27	75	0.120	0.150	0.80
01-May-27	76	0.150	0.150	1.00
01-May-27	77	0	0	NA
01-May-27	78	0	0	NA
01-May-27	79	0	0	NA
01-May-27	80	0.125	0.150	0.83
01-May-27	81	0.150	0.150	1.00
01-May-27	82	0.150	0.150	1.00
01-May-27	83	0.150	0.150	1.00

01-May-27	84	0.150	0.150	1.00
01-May-27	85	0.130	0.150	0.87
01-May-27	86	0.150	0.150	1.00
01-May-27	87	0.150	0.150	1.00
01-May-27	88	0	0	NA
01-May-27	89	0	0	NA
01-May-27	90	0	0	NA
01-May-27	91	0.150	0.150	1.00
01-May-27	92	0.123	0.150	0.82
01-May-27	93	0.150	0.150	1.00
01-May-27	94	0.150	0.150	1.00
01-May-27	95	0	0	NA
01-May-27	96	0	0	NA
Total		**2.298**	**2.400**	

i is the ith 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 = 0.9575

Similarly, the System availability shall be calculated for 2880 time-blocks (96*30) in a month (e.g. for June month), excluding time-blocks where Grid is unavailable or in case of Force Majeure.

Assuming the following parameters:

i. Total Contracted Capacity = 300 MW/ 1200 MWh, **C**
ii. Quoted tariff = Rs. 5.5/kWh, **D**
iii. Monthly system availability (as per procedure above) is calculated to be 0.83, **B**
iv. n = 30

Liquidated Damages on account of shortage in annual system Availability, as calculated from formula provided in Clause 8.2:

Liquidated damages = (A – B) x C x D x n x 2
= (0.85-0.83) x 1200 x 1000 x 5.5 x 30 x 2
= Rs. 79.2 lakhs

Annexure – E

CHECKLIST FOR SUBMISSION OF DETAILS/DOCUMENTS FOR SIGNING OF THE PPA

1	LoA No.
2	Date of Issuance of LoA
3	Name of Successful Bidder
4	Awarded Capacity (MW)
5	Proposed SPV for signing of PPA
6	CIN of SPV, if applicable
7	Registered office Address of Company executing the PPA
8	Address for Sending Notice under PPA
9	Details of Payment of Success Charges (1st and 2nd Installment)
10	Performance Bank Guarantee
11	Latest Shareholding Certificate of the Bidding Company, duly certified by a practicing CA/ practicing CS
12	Copy of the Certificate of Incorporation of the company executing the PPA
13	The details of promoters and their shareholding in the BESSD (company executing the PPA), duly certified by the practicing CA/practicing CS
14	Copy of Memorandum of Association (MoA) of the BESSD (company executing the PPA) highlighting the object clause related to generation of Power/Energy/Renewable Energy/ Battery Energy Storage System development *(applicable only in case PPA is being executed through SPV)*
15	Board Resolution from Successful Bidder towards execution of project through SPV and committing total equity infusion in the SPV as per the provisions of RfS (*if PPA is to be executed through SPV*)
16	Board Resolution from SPV for execution of the Project awarded to the Successful Bidder (*if PPA is to be executed through SPV*)
17	Board Resolution from BESSD for authorization of signing PPA and subsequent relevant documents

Annexure – F

CHECKLIST FOR SUBMISSION OF DOCUMENTS AS PART OF BID SUBMISSION (Refer Clause 27 of the RfS)

ENVELOPE-I (TECHNO-COMMERCIAL BID)

S. No.	Document	Submitted (Yes/ No/ NA)
1	Covering Letter as per Format-7.1	
1.1	Copy of final grant of connectivity	
2	In case of a Bidding Consortium, Power of Attorney as per Format-7.2 (if applicable)	
3	Bank Guarantee/ POI/ Surety Bond against EMD as per Format-7.3A/ 7.3B/ 7.3C	
3.1	EMD value calculated as per Clause 18.1 of the RfS	
3.2	Validity of the EMD to be at least 12 months from the bid submission deadline and claim period of at least 30 days beyond the validity period	
3.3	Copy of SFMS confirmation in case of BG	
4	Board Resolution of the Bidder as per Format-7.4	
4.1	In case Format-7.4 is issued by any authority/ committee to which such power has been delegated, BR delegating such powers is also to be submitted	
4.2	RfS name and number to be mandatorily included in the submission as per S. No. 4 and/or 4.1 above.	
4.3	DIN of Director/ Membership no. of CS (as applicable) to be affixed to BR	
5	Board Resolution from Affiliate in line with Clause 39.3 (if applicable)	
5.1	Necessary documents/ compliance as per S. No. 4.1 and 4.2 above are mandatory in this case as well (if applicable)	
5.2	DIN of Director/ Membership no. of CS (as applicable) to be affixed to BR	
6	In case of a Bidding Consortium, Consortium Agreement as per Format-7.5 (if applicable)	
7	Financial Requirement as per Format-7.6, duly signed and stamped by Authorized Signatory of the Bidder	
7.1	Practicing Chartered Account's/ Statutory Auditor's certificate on the CA's/ Statutory Auditor's letterhead, in addition to Format-7.6	
7.2	UDIN to be affixed to CA's/ Statutory Auditor's certificate	
8	Undertaking as per Format-7.7	
9	Disclosure as per Format-7.8/ 7.8A (as applicable)	
9.1	Correctness of details of Promoter to be ensured	
10	Annexure to Format-7.8/7.8A	

10.1	Duly signed and stamped OM dated 23.02.2023 to be enclosed with Annexure to Format-7.8/7.8A.	
11	Undertaking for Financial Closure as per Format-7.9	
12	Declaration for Proposed Technology Tie-up as per Format-7.10	
13	Duly filled Integrity Pact as per Format-7.12	
13.1	Details of the Company, and the RfS to be duly filled	
14	Copy of the Certificate of Incorporation of the Bidding Company/ all members of Bidding Consortium	
14.1	All the CoIs since the inception of the company, subsequent name changes (as applicable) to be submitted	
15	Copy of Memorandum of Association (MoA) of the Bidding Company/ all members of Bidding Consortium (as applicable)	
15.1	Object clause related to Power/ Energy/ Renewable Energy/ Battery Energy Storage System development (*in MoA of Bidding Company/ any member of the Bidding Consortium*) to be highlighted, bids not containing such clause in the MoA shall be summarily rejected	
16	Copy of Article of Association (AoA) of the Bidding Company/ all members of Bidding Consortium (as applicable)	
17	Shareholding Certificate of the Bidding Company/ each member of the Bidding Consortium (as applicable), clearly establishing the shareholding pattern up to and including the Promoter(s) mentioned in Format-7.8/7.8A.	
17.1	Shareholding as on a date falling within 30 days prior to the last date of Bid Submission to be furnished	
17.2	To be certified by a practicing Chartered Accountant/ practicing Company Secretary, with UDIN (as applicable), on the CA's/ CS's letterhead	
18	Certified copies of Annual Audited accounts for the last financial year	
18.1	To be certified by Statutory Auditor and Authorized Signatory	
19	Certified copies of Provisional accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Scheduled and Cash Flow Statement supported with Bank Statement (if the Bidder is seeking financial qualification requirement on the basis of provisional accounts)	
19.1	To be duly certified by a practicing Chartered Accountant and Authorized Signatory	
19.2	The provisional accounts shall be of a date, which is after the date of last audited annual accounts available and before the date as on 7 days prior to the due date of bid submission	
20	Details of all types of securities/ instruments which are pending conversion into equity whether optionally or mandatorily	
21	Scanned Copies of NEFT/RTGS details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet	
22	Copy of UDYAM Registration Certificate (if applicable)	

ENVELOPE-II (FINANCIAL BID)

1	Covering letter of the Financial Bid as per Format 7.12
2	Preliminary Estimate of Cost of Project as per Format 7.13