Bihar State Power Generation CompanyLimited

5th Floor, VidyutBhawan, Bailey Road, Patna – 800 021
Website: https://bspgcl.co.in/ Email ID:chiefengineerbspgcl@gmail.com
CIN:U40102BR2012SGC018888

Corrigendum

Notice Inviting Tender

NIT No. 09/PR/BSPGCL/2026

Description of work	EMD	Tender Document Cost (inc.GST)	Bid Processing Fee
Selection of Solar Power Developers for Setting up of Grid Connected Solar Power Plants for Solarization of Agricultural/Mixed (Ag) Feeders of Power Sub-Stations for Procurement of Power by Bihar DISCOMS (NBPDCL/SBPDCL) at various Locations in the State of Bihar through RESCO Mode under Feeder Level Solarization-State Scheme	Rs.1,00,000/- per MW (Rupees One Lakhs/MW)	Rs. 11,800/- (including GST @18%) (non-refundable)	As per Eproc2.

Start Date of Online Bid Submission	30.10.2026 from 15:00 Hrs. onwards
Pre-Bid Meeting Date (Physical& Online)	At 11.00 Hrs on 19.11.2026, Venue: Conference Hall, 5th floor Vidyut Bhawan, Patna-800021
Last Date of Submission of Original EMD	Upto 15:00 Hrs. of 14.12.2026
Last Date of Online Bid Submission	Upto 15:00 Hrs. of 14.12.2026
Date of Opening of Techno-Commercial Part (Part-I)	16:00 Hrs. onwards on 14.12.2026
Date of Opening of Financial Part (Part-II)	To be intimated to the eligible Bidders through e-mail.

1. Bids against this tender are being invited through e-Tendering mode only. Tender document is available in downloadable format at **https://eproc2.bihar.gov.in and https://bspgcl.co.in/**.
2. Bid along with necessary online payments must be submitted through e-procurement portal **https://eproc2.bihar.gov.in** before the date & time specified in the NIT. The department doesn't take responsibility for the delay/ Non submission of Tender/ Non-Reconciliation of online payment caused due to Non-availability of internet connection, network traffic, holidays or any other reasons.
3. Bid must be accompanied with scan copy of Bank Guarantee or Bank's Demand Draft in favour of "Bihar State Power Generation Company Limited" payable at "Patna" towards Bid Security (EMD). Acknowledgement of online payment of Tender Document Cost & Bid Processing Fee and Original Bank Guarantee towards Bid Security (EMD) must be submitted to Chief Engineer, BSPGCL Vidyut Bhawan-I Patna Upto 15:00 Hrs. of 14.12.2026 failing which the bidder will not be eligible.
4. Any other information including corrigendum/addendum, if any, shall be uploaded on e-procurement website and the bidders are advised to follow and keep track of BSPGCL/e-procurement website for updated information if any. BSPGCL is not obligated to send/ communicate separate information in this regard. However for any enquiry bidders may contact on following :-
   i. Contact No:-7763813864
   ii. E-mail Id- chiefengineerbspgcl@gmail.com

Sd/-
Chief Engineer, BSPGCL

e-Procurement Help Desk
Toll Free Number: 1800 572 6571, Email Id: eproc2support@bihar.gov.in
Working Hours: 8AM to 7PM (All days in week except Sunday and few selected state holidays).

Memo No.-968 **Dated-**26/10/26
CE(gen)/BSPGCL/554/2026

Copy forwarded to the DBA (IT), BSPGCL for uploading the tender extension notice on official website of BSPGCL.

26/10/26

(Dilip Kumar)
Chief Engineer, BSPGCL

BIHAR STATE POWER GENERATION COMPANY LIMITED.

(A Government of Bihar Undertaking)

Request for Proposal (RFP) Document

for

Selection of Solar Power Developers for Setting up of Grid Connected Solar Power Plants for Solarization of Agricultural/Mixed (Ag) Feeders of Power Sub-Stations for Procurement of Power by Bihar DISCOMS (NBPDCL/SBPDCL) at various Locations in the State of Bihar through RESCO Mode under Feeder Level Solarization-State Scheme

NIT No.: 09/PR/BSPGCL/2026

Cost of RFP Document:- Rs. 11,800/-(including GST@18%)
(Non-Refundable)

BIHAR STATE POWER GENERATION COMPANY LIMITED

Registered Office: *Fifth Floor, Vidyut Bhawan-I,*

Bailey Road, Patna 800021.

Website: https://bspgcl.co.in/

E-mail: chiefengineerbspgcl@gmail.com

NIT NOTICE

NIT No: 09/PR/BSPGCL/2026

Bihar State Power Generation Co. Ltd. (BSPGCL)
5th floor, Vidyut Bhawan, Bailey Road, Patna-800021
Tel. No. 7763813864/7320924004 E-Mail: chiefengineerbspgcl@gmail.com

BSPGCL invites online bids (e-tenders) from interested bidders through tariff based competitive bidding for setting up Grid Connected Solar Power Plants for Solarization of segregated/Mixed agricultural feeders at Power Sub-Stations for Procurement of power by Bihar DISCOMs (NBPDCL & SBPDCL) at various locations in the state of Bihar through RESCO mode under Feeder Level Solarization-State Scheme.

The RFP document is available at Portal: https://eproc2.bihar.gov.in. Interested bidders may view, download the e-bid documents, seek clarifications, and submit their e-bid through eproc2 portal up to the date and time mentioned in the table below:

a.	NIT No.	**09/PR/BSPGCL/2026**
b.	Fee of RFP document (Non-refundable)	Rs. 10,000 + 18% GST = Rs. 11,800/-
c.	Earnest Money Deposit(EMD)/ Security Deposit	**Rs. 1,00,000 per MW**
d.	Processing Fee (Non-refundable)	As per eproc2 Portal.
e.	Availability of RFP document on website	26.10.2026 after 15:00
f.	Pre-bid meeting	**19.11.2026 at 11:00 AM at Conference Hall, 5th Floor Vidyut Bhawan Bailey Road Patna- 800021**
g.	e-tender submission due date and time	10.12.2026 up to 15:00
h.	Online technical e-tender opening date & time	10.12.2026 at 15:00 onwards
i.	Online financial e-tender opening date & time (Only of technically qualified bidders)	Shall be intimated later
j.	Venue of opening of technical & financial e-tenders	5th floor, Vidyut Bhawan, Bailey Road, Patna-800021

For participation in e-tendering module, it is mandatory for Bidders to get registration on website https://eproc2.bihar.gov.in/. Therefore, it is advised to all Bidders to get register at the E-Procurement portal at the earliest. Tender documents can be downloaded from website https://eproc2.bihar.gov.in. Service and gateway charges shall be borne by the Bidders. Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (DSC) of appropriate class as specified for the E-Procurement system (in the name of person who will sign the proposal) in the form of smart card/ e-token, from any of the licensed Certifying Authority recognized by CCA India (e.g. Sify/ nCode/ e-Mudhra, etc). For any type of clarification, Bidders can visit https://eproc2.bihar.gov.in/ and can call at help desk contact no.

Helpline/Support: Toll Free Number: 1800 572 6571

Email Id: eproc2support@bihar.gov.in

Working Hours: 08:00 AM to 7:00 PM (All days in week except Sunday and state Government holidays)

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

All required documents for registering on are mentioned in the subsequent RFP documents. The bidders need to submit the proof of payment of e-tender document fees, processing fees and Earnest Money Deposit (format attached) as stated in the above table. Bid documents fees and Processing fees are to be submitted online on eproc2 Portal and bidder shall submit the acknowledgement. The scanned copy of the Demand Draft / BG and Covering Letter form must be uploaded along with the e-tenders. The original Demand Draft/Bank Guarantee and original signed Bank Security declaration form must reach the office of Chief Engineer, BSPGCL at 5th floor, Vidyut Bhawan, Bailey Road, Patna-800021 at scheduled time mentioned in the RFP, failing which, tender shall not be considered. Chief Engineer, Bihar State Power Generation Co. Ltd., (BSPGCL) reserves the right to reject any or all tenders without assigning any reason thereof. The decision of BSPGCL will be final and binding.

Note: Opening of the NIT is subject to BSPGCL approval

DISCLAIMER

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

2. BSPGCL representative (Such as Consultant) nor its employees will have no liability to any bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any errors / issues / typological errors.

3. This NIT along with its formats is not transferrable.

4. While this NIT has been prepared in good faith, neither BSPGCL nor its employees make any representation or warranty- express or implied, as to the accuracy, reliability or completeness of the information contained in this NIT.

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

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

7. Although best efforts have been taken while estimating the project capacity yet the bidders are encouraged to visit the respective substations and verify the information before submission of bid.

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

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

CHECK-LIST

S. No.	Particulars	Yes/No
1.	Cost of RFP document (Rs. 11,800/- inclusive of 18% GST)	
2.	Processing Fee (As per eproc2)	
3.	Earnest Money Deposit (EMD)	
4.	Certificate of Incorporation and details of company as mentioned in eligibility criteria in case of participation by a project developer	
5.	Covering Letter (As per Format 7.1)	
6.	General Particulars of Bidder (As per Format 7.2)	
7.	In case land taken on lease, land lease agreement (as per Annexure-E, shall be submitted within 6 months from LoA)	
8.	Certified copy of the land ownership documents as proof of land holding (For Farmer Group)	
9.	Power of Attorney in favour of the Authorized Signatory inoriginal (as per Format 7.3)	
10.	Copy of Earnest Money Deposit Bank Guarantee (as per Format 7.4)	
11.	Copy of Performance Bank Guarantee (as per Format 7.5)	
12.	Board Resolutions (as per Format 7.6) as applicable	
13.	Consortium Agreement (as per format 7.7)	
14.	Format for qualification Requirement Financial Net-worth (as per format 7.8)	
15.	Details of computation of Net-worth duly certified by Statutory Auditor along with annual audited accounts for last three financial years	

BID INFORMATION SHEET

1.	**Bid Description**	Notice Inviting Tender (NIT) for selection of SPDs for setting up of grid connected solar power plants for solarization of agricultural/Mixed (Ag) Feeders of Power sub-stations for procurement of power by Bihar DISCOMs (NBPDCL/SBPDCL) at various locations in the state of Bihar through RESCO mode under Feeder Level Solarization -State scheme
2.	**NIT No & Date**	**09/PR/BSPGCL/2026**
3.	**NIT Purchase Start Date**	26.10.2026 from 15:00 Hrs. onwards
4.	**NIT Purchase End Date**	Upto 15:00 Hrs. of 10.12.2026
5.	**Bidding Portal**	https://eproc2.bihar.gov.in
6.	**Bidding Process**	Two Part (Techno-Commercial Bid & Price Bid) on website: https://eproc2.bihar.gov.in
7.	**Type of NIT**	E-Tender
8	**Language of bid submission**	The NIT prepared by the bidder and all correspondence documents relating to the bid exchanged between the bidder and BSPGCL shall be written in English. The bidder may provide printed literature in another language so long as it is accompanied with an English translation of its pertinent passages in which case, for purpose of interpretation units of measurement shall be MKS system.
9	**Project or Project Size**	As per demand assessed for all concerned agricultural/Mixed (ag. load) feeders emanating from a particular sub-station, subject to maximum available capacity at concerned sub-station. Total Bid capacity (in MW) at one sub-station shall be considered as one Project. PSS Wise Capacities are listed in Annexure-I Plant capacity at each PSS (MW AC) = Annual agricultural energy requirement of its AG/Mixed feeders ÷ (8,766 × CUF), CUF= capacity utilization factor of Solar Power Plant (assumed at 19%)
10	**Bid Size**	Bidder can place Bid for any number of sub-stations. There is no cap on total bid capacity by a Bidder.
11	**Exclusivity**	A Bidder shall place only one bid for a Power Sub-Station/ Project i.e., all concerned feeders emanating from one Sub-Station shall be considered as one Project. Total Bid capacity (in MW) at one sub-station shall be considered as one Project.

12	**Selection of sub-station for SPPs**	Sub-Stations to be considered for Feeder Level Solarization as identified by DISCOMs Sub - Station shall meet following criteria: ● It has at least one dedicated agricultural/mixed feeder emanating from 33/11 kV sub-station. ● Concern 33/11 kV sub-station has technically feasible capacity to accommodate proposed capacity of solar project under Feeder Solarization. ● Its feeders were not solarised in an earlier tender floated under PM KUSUM Scheme (Component C-FLS)
13	**Duration of PPA**	25 years from COD (Commercial Operation Date).
14	**Date of Project commissioning**	Plant shall be commissioned within 15 month from the date of award of LOI/LOA.
15	**Delivery Point**	The delivery point for solar power plant(s) shall be 11kV or 33kV side of the concerned 33/11 kV PSS of DISCOMs.
16	**Minimum CUF**	For any contract year, the Solar Power Developer shall be required to achieve a minimum CUF of 19% on annual basis during the period of PPA.
17	**Broad Scope**	Design, Engineering, Supply, construction, erection, Testing and Commissioning including construction of bay and related switchgear at sub-station with RMS along with Comprehensive Operation & Maintenance for twenty-five (25) Operational Years of Grid Connected Solar based Power Plants (SPPs) in accordance with the applicable Law,the Grid Code, the terms and conditions of PPA and prudent utility practices for Sale of Solar Power to Bihar DISCOMs at the delivery point in each sub-station at various locations in the state of Bihar, India
18	**Subsidy from Government of Bihar i.e., State Financial Assistance (SFA)**	The developer will get SFA in accordance with the milestones defined in the MNRE's Pradhan Mantri Kisan Urja Suraksha Evam Utthaan Mahabhiyan guidelines. i) First instalment 30% AFA to be released on 30% completion of work i.e. a) Signing LOA and PPA between Developer and DISCOM. b) Copy of Land record or lease agreement. c) Bay allocation letter from DISCOM d) Escrow agreement. e) GST invoice of solar module inverter and transformer f) Financial closure of project g) 50% completion of preliminary civil work including foundation for module mounting structure etc. Second instalment 30% of CFA to be released on 75% completion of work i.e. iii) Completion of preliminary civil work including foundation for module mounting structure etc. iv) Receipt of Solar PV Module and Solar inverters, at theproject site. v) 75% completion of installation work of solar PVmodules vi) Final instalment 40% AFA to be released on 100% of work. a) 25% of AFA to be released on Plant commissioning. b) 15% of AFA to be released on successful performance of the solar plants for two months after the commissioning with achievement of at least one-month CUF as per the

		minimum CUF agreed in PPA. The eligible SFA will be released to the SPD through BSPGCL.
19	**RE Policy**	Incentives/Benefits (applicable) as per Bihar RE Policy are
20	**Selection Procedure**	Financial Bid of only Qualified Bidders i.e., NIT compliant and meeting Eligibility Criteria (i.e., technically qualified bidders), shall be opened. SPDs will be selected on the basis of lowest tariff offered plant wise for supply of required solar power for a period of 25 years.
22	**Mode of Bid submission**	Technical & financial bids complete in all respect in line with this NIT is to be submitted online at the e-bidding portal only. No hardcopy is to be submitted except for documents which are to be submitted on non-judicial stamp paper in original as per this NIT e.g. a) Covering Letter b) Bank Guarantee/DD for EMD, if any c) Proof of payment of tender fee and processing fee submission
23	**Pre-Bid Meeting** **(Online / Offline)**	**19.11.2026 at 11:00 pm at 5th floor, Vidyut Bhawan, Bailey Road, Patna-800021** Pre-bid meeting should preferably be attended in offline mode. The Bidders shall share the following participation detail at chiefengineerbspgcl@gmail.com ● Name of bidder ● Name, Email, Contact No. of representative. Online VC link/instructions shall be shared before the pre-bid meeting
24	**Online Bid Submission Deadline**	Date: 10.12.2026 Time: up to 03:00 pm
25	**Offline Physical Submission Deadline**	Date: 10.12.2026 Time: up to 03:00 pm
26	**Date of techno-commercial bids opening**	Date and Time: 10.12.2026 at 4:00 pm onwards Venue: 5th floor, Vidyut Bhawan, Bailey Road, Patna-800021
27	**Contact Details of e-bidding Portal**	RJ Complex, 2nd Floor, Opposite Vidyapeeth Institute, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar. Contact Person: eproc2 Support Team Customer Support: 1800 572 6571 Working Hours: 8AM to 7PM (All days in week except Sunday and few selected state holidays) E-mail: eproc2support@bihar.gov.in
28	**Cost of RFP Document**	INR. 10,000 + 18% GST =Rs 11,800/- (non-refundable) The fee is to be furnished online through eproc2 portal and bidder shall submit the acknowledgment with EMD.
29	**Processing Fee** **(Non-refundable)**	Shall be paid online through eproc2 portal and bidder shall submit the acknowledgment with EMD.

30	**Earnest Money Deposit (EMD)**	An amount of INR 1,00,000/- (Indian Rupees One Lakh only) per MW (AC) for the respective Project shall be submitted in the form of Demand Draft (DD) in favor of Bihar State Power Generation Company Ltd. Payable at Patna or in the form of Bank Guarantee(BG) issued from any National scheduled bank, in India from the date on or after issue of RFP and valid for 180 days (One hundred Eighty days). Details of Bank Account for BG: - **Name of Bank- Canara Bank** **Account No.- 8531101013045** **IFSC Code- CNRB0008531** **Branch Name- Vidyut Bhawan, Patna** **Beneficiary Name- Bihar State Power Generation Company Ltd** **Note: Bidder may submit single EMD (BG/DD) for cumulative quoted capacity**.
31	**Bid Validity**	180 days from bid deadline with a possibility of further extension up to 90 days with manual consent of BSPGCL and the bidder.
32.	**Performance Bank Guarantee ("PBG")**	Successful Bidder/ SPD shall be required to furnish project-wise Performance Bank Guarantee (PBG) of INR 1 lakh/ MW as per NIT.
33.	**Minimum Bid Capacity in a PSS**	Bidders are allowed to quote partial capacity for PSS whose load is greater than or equal 500 kW. In this case, bidder shall quote minimum capacity equal to 500kW and maximum Capacity upto the Plant Capacity as mentioned in Column 10 of Annexure-I.
34	**Bucket Filling of Project Capacity in a PSS.**	In case of non-fulfillment of total Project Capacity for PSS mentioned in Annexure-I by L1 bidder, BSPGCL reserves the right to issue LOI/LOA also to L2 Bidder, L3 bidder and so on at the tariff quoted by the L-1 Bidder (subject to BERC approval) upto the fulfillment of Project Capacity. SFA will be available to L2, L3 bidders and so on at 1.05 Cr./MW as per awarded capacity. The L2 bidder, L3 bidder & so on will have no right for claim for award of Project at any stage.
35	**Name, Designation, Address, and other details of Tender Inviting Authority**	Chief Engineer, BSPGCL 5th floor, Vidyut Bhawan, Bailey Road, Patna-800021

Important Note: Prospective bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RFP document through the website: https://eproc2.bihar.gov.in. No separate notifications will be issued for such notices/amendments/ clarification etc. in the print media or individually. All the information related to this NIT shall be updated on the website.

Bids are to be submitted in electronic format on eproc2 portal with scanned copies of all required documents. Documents regarding Bid Security Proof, Cost of Tender Document as applicable to be submitted in physical form as detailed in subsequent clauses. No hard copy of technical & financial bid, except above along with any other undertaking required on non-judicial stamp paper as per this RFP document, is to be submitted.

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SECTION - I

DEFINITION OF TERMS

A: KEY DEFINITIONS & ABBREVIATIONS

The terms used in this NIT unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under, including those issued/framed by the BERC (as defined hereunder), as amended or re-enacted from time to time.

The following terms are defined for use in this NIT:

1. **"Act" or "Electricity Act, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments, and substitution from time to time.
2. **"Affiliate"** shall mean a Bidder or a Bidding Entity that, directly or indirectly,
   a. controls
   b. is controlled by.
   c. is under the common control with, a company developing a project or a member in a consortium developing the project. "Control" shall mean ownership, directly or indirectly, of more than 50% of the voting shares of such company or right to appoint majority Directors.
3. **"Appropriate Commission"** shall mean as defined in the PPA or, BERC.
4. **"BERC"** shall mean Bihar Electricity Regulatory Commission
5. **"Bid" or "Proposal"** shall mean the documents submitted by the eligible bidders towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the bidder if applicable, as part of its response to the NIT issued by BSPGCL for the work envisaged under this NIT
6. **"Bidding Consortium (Consortium)"** shall refer to a group of bidding Company/Limited Liability Company (LLC) firms that have collectively made a Bid in response to NIT for the project. Consortium of a maximum of three entities/ members are allowedunder this NIT.
7. **"Bidding Portal"** shall mean https://eproc2.bihar.gov.in.
8. **"BSPGCL"** shall mean the Bihar State Power Generation Co. Ltd., Bihar.
9. **"Bihar DISCOMs"** shall mean Distribution Companies of Bihar i.e. North Bihar Power Distribution Company Ltd. (NBPDCL), and South Bihar Power Distribution Company Ltd. (SBPDCL).
10. **"Capacity Utilization Factor (CUF)"** The CUF shall be calculated on the Contracted Capacity;In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, CUF= (X MWh/(Y MW*8766)) X100%;
11. **"CEA"** shall mean Central Electricity Authority.
12. **"CERC"** shall mean Central Electricity Regulatory Commission
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.
    a. For bidders or its Parent, Affiliate or Ultimate Parent or any Group Company 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.
14. **"Commissioning"** shall mean demonstration of successful operation of the grid connected project in accordance with prevailing regulations.
15. **"Commercial Operation Date" or "COD"** with shall mean the date on which the

commissioning certificate is issued upon successful commissioning (as mentioned in Article 1 of PPA) of the project.

16. **"Company"** shall mean a body incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable.

17. **"Competent Authority"** shall mean Chief Engineer of BSPGCL, himself and/ or a person or groupof persons nominated by him for the mentioned purpose herein of this NIT.

18. **"Completion"** shall mean supply and erection/installation of the Project and demonstration of CUF as per provisions of the PPA.

19. **"Comprehensive Operation and Maintenance" or "Comprehensive O&M" or "O&M"** shall mean insurance, warranty, spare parts, and operation & maintenance of Projects during the term of the PPA.

20. **"Conflict of Interest"** shall mean a Bidder may be considered to be in a conflict of interest with one or more Bidders in the same bidding process if they have a relationship with each other.

21. **"Contracted Capacity"** shall mean the AC capacity in MW contracted with the procurer (NBPDCL & SBPDCL) for supply by the SPD to the Procurer at the Delivery Point from the Solar Power Project, based on which the PPA is executed with the procurer.

22. **"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.

23. **"Controlling shareholding"** shall mean more than 50% of the voting rights and paid-up share capital in the company/consortium.

24. **"Co-Operative Society"** shall mean a body registered in India under the Co-operative Societies Act, 1912.

25. **"Day(s)"** shall mean a 24 (twenty-four) hour period beginning at 00:00 hours Indian Standard Time and ending at 23:59:59 hours Indian Standard Time.

26. **"Delivered Energy"** means the kilowatt hours of energy actually fed and measured by the energy meters at the Delivery Point and as certified by DISCOM (NBPDCL/ SBPDCL).

27. **"Delivery Point/Inter-Connection Point/Metering Point"** shall mean the point(s) where power is injected into the grid at 33/11kV sub-station. Delivery point shall be at 11 KV or 33kV side of the concerned 33/11 kV sub-station or higher voltage sub-station with due approval of Procurer(s). Metering shall be done at this interconnection point where the power is injected into the 33/11kV Power Sub-Station.

28. **"DISCOM"** shall mean North Bihar Power Distribution Company Ltd. (NBPDCL), and South Bihar Power Distribution Company Ltd. (SBPDCL).

29. **"Effective Date"** shall mean the date as defined in Article 1 of PPA

30. **"Eligibility Criteria"** shall mean the eligibility criteria as set forth in the NIT.

31. **"Equity"** shall mean Net Worth as defined in Companies Act, 2013.

32. **"Expiry Period"** shall mean the date occurring twenty-five (25) years from the Commercial Operation Date subject to that the supply of power shall be limited for a period of 25 years from the COD unless extended by the parties as per this Agreement.

33. **"Financial Bid"** shall mean online financial bid, containing the bidder's quoted tariff for developing the solar power plant for the entire term of the PPA, with effect from the COD as per format given in the NIT.

34. **"Financial Closure" or "Project Financing Arrangements"** shall mean the arrangement of necessary funds by the solar power developer either by way of commitment of funds by the company from its internal resources and/or tie up of funds through a bank/financial institution by way of sanction of a loan or letter of agreeing to finance.

35. **"Financially Qualified Bidder"** shall mean, for a project, a qualified bidder who has quoted lowest tariff (L-1) for the project.

36. **"Financing Documents"** mean the agreements and documents (including asset leasing arrangements) entered/to be entered into between the bidder and the Financing Parties relating to the financing of the Project.

37. **"Financing Parties"** means Parties financing the Project, pursuant to Financing Documents.

38. **"First Operational Year"** shall mean the period commencing from Commissioning and expiring at the end of the Calendar month in which the project completes Fifteen (15) Months from theCOD of PPA capacity.

39. **"Guidelines"** shall mean the "Guidelines for Implementation of Feeder Level Solarisation under Component-C of PM-KUSUM Scheme" issued by the Ministry of New and Renewable Energy vide OM 32/645/2017 –SPV dated 17/01/2024 and as amended from time to time.

40. **"IEC"** shall mean specifications of the International Electrotechnical Commission.

41. **"Injection Point"** is the point located at the appropriate voltage of sub-station of DISCOM, the injection point shall also be the delivery point or the metering point for estimation of energy generation, shall also mean "Point of Connectivity".

42. **"Interconnection Point"** shall mean the point(s) of connection(s) at which the project is connected to the grid i.e., it shall be at 33kV or 11kV (as the case may be) bus bar level of concerned 33/11 kV Sub-Station.

43. **"Inspecting Authority"** shall mean the authority designated by the competent authority for the said purpose.

44. **"kW"** shall mean Kilowatt.

45. **"kWh"** shall mean Kilowatt hour.

46. **"Lead Member"** shall mean the member of a bidding Consortium which isdesignated as leader by another member to represent them as bidder for this NIT.

    a. *Note: There shall be only one lead member, having a shareholding of not less than 51% in the biddingconsortium, The shareholding of the lead member in the project company (SPV) cannot be changed till 01 (one) year after the commercial operation date (COD) of the project. There shall be a maximum of three members allowed under this NIT.*

47. **"Letter of Award" or "LOA"** shall mean the letter issued by BSPGCL/SIA to the selectedbidder for award of the project.

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

49. **"Month(s)"** shall mean calendar month.

50. **"Net-Worth"** means the Net-Worth as defined in Section 2 of the Companies Act 2013.

51. **"Operational Year(s)"** shall mean the First Operational year and thereafter each period of 12 months till the expiry date of the PPA.

52. **"Paid-up share capital"** means the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

53. **"Performance Bank Guarantee or PBG"** shall mean the irrevocable unconditional bank guarantee to be submitted by the successful bidder as per the NIT.

54. **Power Producers:-** Shall be anyone who accepts LOA, then enters into a PPA with the Procurer for supply of solar power and has legal ownership of all the equipment of the Project.

55. **"Power Purchase Agreement or PPA"** shall mean the Power Purchase Agreement signed between the SPD and Bihar DISCOMs (NBPDCL & SBPDCL) according to the terms and

conditions of the standard PPA enclosedwith this NIT and subject to approval from Hon'ble BERC.

56. **"Procurer"** shall mean the person or company or organization procuring solar power from the Power Producer at competitively determined tariff under the NIT i.e., Bihar DISCOMs (NBPDCL & SBPDCL).

57. **"Power Project" or "Solar Project" or "Project"** shall mean Grid Connected Solar Power Project(s) [SPPs] corresponding to a 33/11 kV Power Sub-Station as envisaged under this NIT.

58. **"Project Capacity/Plant Capacity"** means the AC capacity of the individual projects mentioned in this NIT.

59. **"Project Company"** shall mean the company incorporated by the Bidder/SPD as per Indian Laws.

60. **"Project Commissioning"** shall mean the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the NIT/PPA.

61. **"Project Site"** means any and all parcels of real property, rights-of-way, easements, and access roads, upon which the Project and its related infrastructure will be located.

62. **"Qualified Bidder(s)"** shall mean Bidder(s) who have submitted Bid(s) in compliance with this NIT and is/are qualified as per the Eligibility Criteria pursuant to this NIT who shall be eligible for opening of Financial Bid.

63. **"RESCO"** shall mean Renewable Energy Service Company i.e., an energy service company that develops, installs, finances, operates and owns the solar power project and supplies power generated from the Project to the consumer.

64. **"NIT"** shall mean Request for Proposal (NIT) / Bid document / Tender document and shall include formats and annexures in it.

65. **"Scheduled Commissioning Date" or "SCOD"** shall mean 15 months from the date of award of LOA/LOI.

66. **"Selected Bidder" or "Successful Bidder"** shall mean the Bidder selected pursuant to this NIT to set up the Project and supply electrical output as per the terms of standard PPA.

67. **"Solar Power Developer" or "SPD"** shall mean bidder declared successful following due process in accordance with this NIT. Any reference to the SPD shall include its successors, executors and permitted assigns as the context may require.

68. **"Solar PV Project"** means the solar Photo Voltaic Power project that uses sunlight for direct conversion into electricity through Photo Voltaic technology.

69. **"Statutory Auditor"** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act, 2013 or under the provisions of any other applicable governing law.

70. **"Term of PPA"** shall have the meaning ascribed thereto in article 2 of PPA.

71. **"Voltage of Delivery"** means the voltage at which the Electricity generated by the Project isrequired to be delivered at 33/11 kV sub-station.

72. **"Week"** shall mean calendar week.

73. **"Year"** shall mean 365 Days or 366 Days in case of leap year.

B: INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.
2. Bidder shall mean sole bidding entity, lead bidding entity or members of Consortium
3. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
4. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
5. 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 beinterpreted in a harmonious manner so as to give effect to each part.
6. BSPGCL/Bihar DISCOMs will have authority to take appropriate decisions in line with this RfP.

SECTION - II

INVITATION FOR BIDS

A: INTRODUCTION & INVITATION FOR BIDS

A.1 BACKGROUND & INTRODUCTION

1.1 Bihar State Power Generation Co. Ltd. hereinafter referred to as BSPGCL, having its registered office at 5th floor, Vidyut Bhawan, Bailey Road, Patna-800021. BSPGCL is involved in tendering process on behalf of Bihar DISCOMs for implementation of Feeder Level Solarization under State Scheme.

1.2 In reference to the MNRE's KUSUM-C guidelines and previous tenders, BSPGCL on behalf of Bihar DICOMs, hereby invites the proposals against the NIT from interested bidders for development of Solar Power Plant (SPP) of different capacities to meet the requirement of concerned agricultural/Mixed(ag. load) feeders associated with Power Sub-Stations provided in **Annexure 1** and as amended from time to time. Bids received for any Power Sub-Stations not included in **Annexure 1** of this NIT as amended shall not be considered for technical or financial evaluation. The power should be delivered at the delivery point as defined in the NIT.

1.3 **Vide Agenda Item No. 29 under the Energy Department**, **Cabinet, Government of Bihar, in its meeting held on 30.09.2026** approved the proposal relating to **solarisation of 2,554 agricultural feeders with an aggregate capacity of 2,585 MW,** with provision of financial assistance of **₹1.05 crore per MW along with benefits of Bihar Policy for promotion of Bihar New and Renewable Energy Sources.**

1.4 The Cabinet decision also approved a total grant of **₹2,714.25 crore** towards the said financial assistance, along with provision of ₹47.30 crore as incentive to Gram Panchayats, making the total approved grant of ₹2,761.55 crore.

1.5 The scheme has been formulated with the objective of accelerating feeder-level solarisation, ensuring reliable daytime power supply to the agricultural sector and promoting increased utilisation of renewable energy in the State of Bihar.

1.6 Under the State scheme, financial assistance of **₹1.05 crore per MW** has been envisaged for eligible commissioned solar power projects developed under the feeder-level solarisation programme.

1.7 This RFP document has been prepared in line with the Guidelines issued by MNRE dated 17.01.2024 and subsequent amendments and clarifications under PM KUSUM Scheme Component-C (Feeder Level Solarization).

1.8 The Solar Power Project will be preferably installed within five (05) km radius of the sub-stations to avoid high cost of 11 KV or 33KV Transmission lines so as to reduce transmission losses. The solar power developer may select a land up to 10 KM in the periphery of PSS with a condition that the land contains water bodies.

1.9 BSPGCL is in the process of publishing the verified land bank PSS-wise on an online land portal. After publication, the SPD may use land from the land bank from the online portal or arrange its own land, but arrangement of Land shall be sole responsibility of the Successful bidder.

1.10 It is also clarified that all such costs and expenses including but not limited to stamp duty, revenue charges and any other charges in relation to Lease Agreement(s) will be borne by the Successful Bidder/Project Developer (as the case may be) and BSPGCL shall not be responsible or liable in any manner whatsoever for such costs and expenses incurred by the Successful Bidder/Project SPV.

1.11 In case the Successful Bidder intends on using private lands identified under this Clause, they

shall enter into lease agreement(s) directly (only in case the Successful Bidder itself is implementing the Project) or through the Project SPV, with the landowner(s) at their own risks and costs and based on the broad terms and conditions as set out herein below:

a) The lease rent for such private lands will be at a price mutually agreed between landowner and Project Developer.

b) The tenure for the lease agreement will be mutually agreed between the landowner and the Project Developer but in any case, will be for a term not less than 27 (twenty-seven) years from SCOD.

c) From the effective date of the lease agreement till 27 years from SCOD, the Project SPV will be responsible to pay the lease rentals to the private landowners directly.

d) Such lease agreement should mandatorily have a clause permitting the landowner to unilaterally cancel the lease agreement if the lease agreement does not become effective within a period of 3 (three) months from the date of signing of the lease agreement or such other extended period as may be agreed by the landowner, at his sole discretion.

1.12 Any further terms and conditions as applicable to such lease arrangements may be mutually agreed between the Project Developer and the landowner. Further, neither of BSPGCL or DISCOMs (NBPDCL/SBPDCL) will be a party to any such lease agreements.

1.13 In case the Successful Bidder intends on using private lands identified under this Clause, they shall enter into lease agreement(s) for 27 years directly (only in case the Successful Bidder itself is implementing the Project) or through the Project SPV, with the landowner(s) at their own risks and costs and based on the terms and conditions agreed upon.

1.14 For avoidance of any doubt, it is re-stated that the SPD shall be solely responsible and make arrangements for land and associated infrastructure for development of the Project and for Connectivity with the 33/11 kV sub-station for confirming the evacuation of power by the Scheduled Commissioning date or COD, whichever is earlier, and all clearances. The SPD will be responsible for design, supply, construction, erection, testing, commissioning, operation, and maintenance for 25 years from COD, for the Solar Power Project in accordance with the applicable Law, Grid Code, as per regulations and terms & conditions of the Agreement as well as Prudent Utility Practices along with construction and O&M of transmission line and Remote Monitoring System associated with the Solar Power Plant/Project.

1.15 The Bidders are required to satisfy themselves about the suitability of any lands for the Project from private landowners. BSPGCL and/or DISCOMs will not be responsible in any manner for any non-suitability of any land provided/procured for the Project for any reason. The Bidders are free to choose alternate land for any part of the Project at their own cost and risk.

1.16 The Project Developer shall lease or procure in its name 100% (one hundred percent) of the required land for a period not less than the Term, on or before the SCOD. In case of any leasing of private land as contemplated hereinabove, such lease should allow transfer of land lease rights to the lenders or BSPGCL, in case of default of the Project Developer under any financing documents or arrangements of the Project Developer. The land lease rights would be further transferred to a new developer. The new developer would be responsible for payment all land dues i.e. rent and arears to Government or Private land owners.

1.17 Selected SPD will be responsible for construction of dedicated 11 KV/33KV line from Solar Power Plant to sub-station, construction of Bay and related switchgear at sub-station where the plant is connected to the grid and metering is done. The DISCOM will facilitate the SPD in getting right of way for laying of 11 kV/33KV line.

1.18 SPD can get constructed the 11 kV or 33KV lines through DISCOM by paying the applicable cost and other charges.

1.19 SPD shall be responsible for construction, operation & maintenance of this dedicated 11 kV or 33KV line up to the point of connectivity, such arrangement shall be as per the regulations specified by the Appropriate Commission, as amended from time to time.

1.20 The Bidder shall be responsible for all the costs associated, or relating to, the preparation and submission of the response to NIT, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any Project Site visits, participation in discussions, presentations and attending pre-bid meeting(s) etc.

1.21 All such costs and expenses will be borne by and will remain with the Bidder and BSPGCL shall not be responsible or liable in any manner whatsoever for such costs and expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bid process.

1.22 Solar Power Developer shall have to deposit the applicable connectivity charges to the DISCOMs.

1.23 The SPD shall comply with the Grid code and grid connectivity and other related regulations as applicable in State of Bihar.

1.24 It may be noted that BoQ estimates, and specifications related to evacuation and connectivity infrastructure shall be approved by concerned DISCOM.

1.25 The power generated from such SPP's shall be sold to concerned DISCOMs on the determined tariff through this NIT and conditions as specified in the PPA document.

1.26 In case the availability is more than the maximum CUF i.e., over, and above 10% (ten percent) of declared CUF by the Project SPV, the Project SPV shall be free to sell it to any other entity provided first right of refusal shall vest with Bihar DISCOMs (NBPDCL/SBPDCL). In case Bihar DISCOMs (NBPDCL/SBPDCL) purchases the excess generation, over and above the maximum declared CUF, the same may be done at PPA tariff. Bihar DISCOMs (NBPDCL/SBPDCL) shall inform the Project SPV for procurement of excess power within 15 (fifteen) days of receiving a written intimation from the Project SPV for such excess generation, provided that such written intimation by the Project SPV shall be received by Bihar DISCOMs (NBPDCL/SBPDCL) at least 30 (thirty) days prior to the end of a Contract Year. If in case Bihar DISCOMs (NBPDCL/SBPDCL) fails to reply to the Project SPV within the above stipulated time period of 15 (fifteen) days, then Project SPV shall be free to sell it to any third party. However, the Project SPV shall ensure that injection of excess power shall not cause any disturbance in the grid at the point of injection. If the injection is likely to cause any such grid disturbance, the Project SPV will have to forego the excess generation and reduce output to rated capacity to ensure compliance with grid requirement.

1.27 Early Commissioning of the units would be permitted if such units become ready before Commercial Operation Date for full Commissioning. In case of early full Commissioning of the Units prior to the Scheduled Commercial Operation Date, DISCOMs will have the first right to reject to purchase the energy generated till Scheduled Commercial Operation Date at the Tariff. In case DISCOMs purchases the generation, prior to the Scheduled Commercial Operation Date, the same may be done at PPA tariff. BSPGCL shall inform the Project SPV for procurement of power prior to the Scheduled Commercial Operation Date within 15 (fifteen) days of receiving a written intimation from the Project SPV for such excess generation, provided that such written intimation by the Project SPV shall be received by BSPGCL at least 30 (thirty) days prior to the Commercial Operation Date. If in case BSPGCL fails to reply to the Project SPV within the above stipulated time period of 15 (fifteen) days, then Project SPV shall be free to sell it to any third party. However, the Project SPV shall ensure that injection of power shall not cause any disturbance in the grid at the point of injection. If the injection is likely to cause any such grid disturbance, the Project SPV will have to forego the generation prior to the Scheduled Commercial Operation Date to ensure compliance with grid requirement.

1.28 The Procurer, in any Contract Year shall not be obliged to purchase any additional energy from the SPD beyond the contract capacity at the declared annual CUF.

1.29 The Bidder is made aware that any benefits from the trading of carbon credits pertaining to the Project shall inure to the benefit of Bihar DISCOMs (NBPDCL/SBPDCL).

1.30 The Bidder is advised to carefully read all instructions and conditions of this NIT and understand the scope of work completely. All information and documents required as per the NIT must be furnished with the bid. BSPGCL reserves the right to seek clarifications or additional submissions on submitted bids. Failure to provide the information and/ or documents as required shall render the bid(s) unacceptable for further evaluation and may lead to rejection of the bid(s) or award of work. All Bidders qualifying the technical stage shall be eligible for Financial Bid opening.

1.31 Bidder shall be deemed to have examined the NIT, to have obtained information in all matters whatsoever that might affect carrying out of works in line with the scope of work specified in the NIT at the Bid price and to have satisfied himself of the sufficiency of his Bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools, and labour involved, wage structures and as to what all works Power Producer shall have to be complete in accordance with the NIT, irrespective of any defects, omissions or errors that may be found in NIT. It is assumed that Bidder has satisfied himself with the site conditions at the Premises of Procurer and has assessed the quantum of work required to comply with the NIT and PPA conditions.

1.32 Bihar DISCOMs (NBPDCL/SBPDCL) and PMC, BSPHCL referred to as "Procurer", duly authorized, on behalf of DISCOMs namely North Bihar Power Distribution Company Ltd. (NBPDCL), South Bihar Power Distribution Company Ltd. (SBPDCL) and Power Management Cell, b=Bihar State Power (Holding) Company Limited) shall enter into Power Purchase Agreement (PPA) with the successful bidder selected based on this NIT for purchase of Solar Power for a period of 25 years based on the terms, conditions, and provisions of the NIT.

SECTION - III

INSTRUCTIONS TO BIDDERS (ITB)

A: INSTRUCTIONS TO BIDDERS

A.1 OBTAINING RFP DOCUMENT S

The RFP document can be downloaded from the website of Portal https://eproc2.bihar.gov.in and https://bspgcl.co.in/.

Note: Interested bidders must download the official copy of the NIT & other documents after logging into the eproc2 Portal website. The bidder shall be eligible to submit/upload the bid document only after logging into the EPROC2 portal and downloading the official copy of the NIT.

A.2 COST OF DOCUMENTS & PROCESSING FEES

Prospective bidders interested to participate in the bidding process are required to submit their project proposals in response to this RFP document along with bid processing fee and cost of RFP documents as mentioned in the bid information sheet. A bidder will be eligible to participate in the bidding process only on submission of the entire financial amount as per the bid information sheet. In case the bidder chooses to submit the amount pertaining to cost of RFP document and bid processing fee through NEFT/RTGS (electronic transfer), the bidder shall submit the transaction receipt.

The bank details of BSPGCL have been mentioned above in the Bid Information Sheet. Bids submitted without cost of the RFP document and/or bid processing fee (including partial submission of any one of the respective amounts), may be liable for rejection by BSPGCL.

A.3 BIDDING PROCESS

A.3.1 DISCOMs have assessed demand on agriculture and mixed feeders with agricultural load to be solarized under Feeder Level Solarization Scheme of State Govenment and those feeders are mapped against respective Power Sub-Stations. A Bidder will have to bid for each sub- station. Bidder shall bid for total capacity of all concerned feeders emanating from a sub-station.

A.3.2 District wise and Sub-station-wise estimated project capacities are listed in **Annexure-1** of this tender. Bidders can place only one bid for one substation. However, a Bidder may submit bids for multiple districts/PSS. Bid submission is to be done by paying necessary Bid processing fee as prescribed in Bid Information Sheet. Bids received for any district not included in **Annexure-1** of NIT as amended shall not be considered for technical or financial evaluation.

A.3.3 District wise and Sub-station wise project capacities (approximate and indicative in nature) are listed in **Annexure-1** of this RFP.

A.3.4 A Bidder is required to quote one tariff for total Solar Power plant capacity associated with all concerned agricultural/ mixed feeders on the Power Sub-Stations. Bidders bidding for multiple districts shall quote tariff separately for each Power Sub-Stations.

A.3.5 Bidder must note that for evaluation of qualification against Financial Eligibility Criteria, following conditions shall be applicable:

a. Bidder shall establish net-worth, **and** turnover as required under this NIT.

b. In-case, members/ Lead Member of Consortium has referred its Affiliate to meet the Financial Eligibility criteria, then the same relationship with the Affiliate by the Bidder shall continue at least for the period of First Operational Year (equity lock-in period). Further, affiliate of lead members or members of consortium shall furnish the details, as sought in NIT.

A.3.6 A Bidder shall not have a conflict of interest. Bidder(s) shall be disqualified in the SPP(s) where it has conflict of interest. In a particular SPP, the Bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:

a. A Bidder submits more than one Bid for a Project in the bidding process, either individually [including bid submitted as authorized representative on behalf of one or more Bidder(s)] or as Member of Consortium

b. They have a relationship with each other, directly or through common third parties/Affiliates, that puts them in position to have access to information about or influence on the Bid of another Bidder or influence the decisions of BSPGCL regarding this bidding process.

A.3.7 The Bidders shall have to submit their Financial Bid and other required relevant documents/ certificates, if any, online only (duly encrypted bids) as per time schedule mentioned in RFP document . Only desired Techno-Commercial Bid documents as prescribed in NIT shall be submitted in hard copies (original copy or print copy, as applicable) to reach to the office within the due date.

A.3.8 Bidders are advised to contact following for more information related to NIT or e-tendering process:

a. For NIT related queries: BSPGCL Officer: Chief Engineer, Mob No: - 7763813864

A.4 BID SUBMISSION BY THE BIDDER

A.4.1 The information and/ or documents shall be submitted by the Bidder as per the formats specified in this document.

A.4.2 Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this NIT or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, BSPGCL reserves the right to seek additional information/ clarifications from the Bidders, if found necessary, during the course of evaluation/ processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by BSPGCL may be a ground for rejecting the Bid(s).

A.4.3 Each format must be duly signed and stamped by the authorized signatory of the Bidder. In case of a Consortium, it has to be signed by a representative of the Lead Bidder. Strict adherence to the documents required to be submitted as per NIT shall be ensured, failure on this account may lead to rejection of Bid.

A.4.4 The Bidder shall furnish documentary evidence in support of meeting eligibility criteria as indicated in this NIT to the satisfaction of BSPGCL e.g., unconsolidated/ consolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged annual accounts, profit and loss account, profit appropriation account, auditor's report, etc., as the case may be.

A.4.5 The Bidding Company/ Consortium should designate one person to represent in its dealings

with BSPGCL. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid etc. The Bidding Company should submit, along with Bid, a Power of Attorney in original as per FORMAT, Power of Attorney for authorizing the signatory of the Bid.

A.4.6 Bidder shall enquire about the physical location of the PSS (its Block, district , Latitude and longitude etc before bidding).

A.5 PRE-BID MEETING

The Bidder(s) or their authorized representative(s) is / are invited to attend pre-bid meeting(s), BSPGCL will make all efforts to respond to the queries during the Pre-Bid Meeting to be held on - 19.11.2026 at 11:00 A.M.. Venue of the Pre-bid meeting will be at BSPGCL head Office, located at Conference hall, 5th floor, Vidyut Bhawan, Bailey Road, Patna-800021 or it will be held virtually.

Online VC link/instructions for online pre-bid meeting shall be shared 24 hours before the pre-bid meeting.

The purpose of the pre-bid meeting will be to clarify any issues regarding the NIT, including, issues raised in writing by the Bidders.

A compiled list of questionnaires and BSPGCL's response will be uploaded on the website of BSPGCL for information of all concerned in http://bspgcl.co.in/. All are requested to remain updated with the website. No separate reply/ intimation will be given elsewhere.

However, it may please be noted carefully that the Pre-Bid meeting will be held only with the authorized representatives of the bidders. Only two representatives of each bidder shall be allowed for Pre-Bid discussions.

Enquiries/clarifications may be sought by the Bidder from:

Chief Engineer,
Bihar State Power Generation Company Limited,
5th floor, Vidyut Bhawan, Bailey Road, Patna-800021
Phone: 7763813864/7320924004,
Email: chiefengineerbspgcl@gmail.com,

A.6 EARNEST MONEY DEPOSIT (EMD)

The bidder shall submit interest free earnest money deposit (EMD) in the form of bank guarantee (BG) valid for a period of one hundred eighty (180) days (extendable by 90 days in concurrence with extension in bid validity) from the last date of bid submission or Demand Draft (DD), along with their bid as per the prescribed format of this NIT, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

The formula applicable to calculate the Bid Bond/ EMD amount will be:

EMD amount = (INR 1,00,000 per MW quoted capacity)

Forfeiture of EMD:

The BG towards EMD shall be encashed by BSPGCL without any notice, demure, or any other legal process upon occurrence of any of the 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. If after issuance of LOA, it is found that the documents furnished by the bidders as part of response to NIT are misleading or misrepresented in any way.

c. If the bidder fails to furnish required Performance Bank Guarantee in accordance with the NIT.

1. The EMDs of all Bidders, who's Bids are declared non-responsive, shall be returned, and released by BSPGCL within thirty (30) days after the date on which the Financial Bids are opened.
2. The EMDs of all unsuccessful Bidders shall be returned and released by the BSPGCL within a period of thirty (30) days of the occurrence of the earlier of the following:
    i. Submission of the Performance Bank Guarantee as per the NIT and the execution of the RFP document s (as applicable) by the Successful Bidder(s); or
    ii. Expiry of the Bid Validity/extended validity of Bid of unsuccessful Bidders.
3. The EMDs of all Bidders shall be returned and released by BSPGCL within a period of thirty (30) days of the occurrence of the termination/cancellation of Bid process by BSPGCL.
4. The EMD of the Successful Bidder(s) shall be returned on the submission of Performance Bank Guarantee as per the NIT.
5. Bidders placing Bid for more than one Project may furnish individual EMD desired for each Project.

A.7 PERFORMANCE BANK GUARANTEE (PBG)

1. Bidders selected by BSPGCL based on this NIT shall submit Performance Guarantee Within 30 days from the date of issue of Letter of Award, Successful Bidder shall furnish the Performance Security for the allocated capacity only and Project wise.

   The formula applicable to calculate the PBG amount will be:

   PBG amount = (INR 1,00,000 per MW for the capacity awarded)

   The Performance Guarantee shall have a validity upto Fifteen (15) months from the date of issue of LOA with a claim period of two (02) months.

   The PBG shall be in favor of BSPGCL, issued from any scheduled National bank located in India, as per the format provided in PPA.

   It may be noted that successful bidders shall submit the Performance Guarantee according to the Format. Non-submission of PBG within the above-mentioned timelines shall be treated as follows:

   a. Non submission of the PBG by the Successful Bidder(s) may lead to cancellation of the Letter of Award of such Successful Bidder(s) by BSPGCL, and thereafter, the provisions of Clause Forfeiture of EMD shall be applicable.

   b. Delay up to 1 month from due date of submission of PBG: Delay charges @1% of the PBG amount per month levied on per day basis shall be paid by the Bidder to DISCOMs in addition to the PBG amount.

   c. Delay beyond 1 month from the due date of submission of PBG: The Project shall stand terminated.

   For the purpose of calculation of the above delay charges, 'month' shall be considered as a period

of 30 days.

1. The Performance Bank Guarantee will be released without any interest immediately after successful commissioning of solar power plant after taking into account any penalties due to delay in commissioning as per the RFP conditions and PPA.
2. The RESCO DEVELOPER shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Bid.
3. The format of the Bank Guarantees prescribed in the Formats (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding agreement shall not be signed.
4. BSPGCL has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PBG shall be encashable for being appropriated by BSPGCL in terms of the guarantee as in the case of appropriation of the cash deposit lying with BSPGCL.
5. 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.
6. All expenditure towards execution of Bank Guarantees 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 / contract execution, shall be effective only when the BG issuance message/email is transmitted by the issuing bank and a confirmation in this regard is received by Bihar DISCOMs.
7. The return / release of the Performance Bank Guarantee shall be without prejudice to other rights of BSPGCL under this Agreement.
8. Bidders placing Bid for more than one Project may furnish individual PBG desired for each Project.

A.8 METHOD OF SUBMISSION OF RESPONSE TO NIT BY THE BIDDER

A.8.1 Documents to be submitted offline (in original)

The bidder has to submit the documents in original as part of Response to NIT to the address mentioned in Bid Information Sheet before the due date and time of bid submission.

Bidding Envelope: Super scribed as **"Bidding Envelope containing Techno-Commercial Bid Envelope"** at the top of the Envelope and **"Name & Address of the Bidder"** on the left-hand side bottom must contain the following:

I. **Techno-Commercial Bid Envelope:** Super scribed as "Techno-Commercial Bid Envelope" must contain the following:

- Scanned Copy of RFP document fee transferred through RTGS, UTR no. and details to be submitted.
- Scanned Copy of Processing fee transferred through RTGS, UTR no. and details to be submitted.
- The Bidder shall submit Original Hard Copy of Earnest Money Deposit in the form of Bank Guarantee (as per Format 7.4) or Demand Draft.

- Check list of Annexure as provided in e-tender document.

The bidding envelope shall contain the following sticker.

Response to NIT for setting up of Grid connected Solar Power Plants (SPP) under Feeder Level Solarization-State Scheme.	
Cumulative Capacity of the projects applied for	————————MW
NIT Reference No.	**NIT no. 09PR/BSPGCL/2026**
Submitted by	*(Enter full name and address of the bidder)*
Authorized Signatory	*(Signature of the Authorized Signatory)* *(Name of the Authorized Signatory)* *(Stamp of the Bidder)*
Bid Submitted to	Chief Engineer, BSPGCL, 5th floor, Vidyut Bhawan, Bailey Road, Patna-800021 Phone: 7763813864, E-mail: chiefengineerbspgcl@gmail.com

A.8.2 Documents to be submitted online.

1. The Bidder shall upload their Techno-Commercial Bid in the Bidding portal, in the prescribed formats as per Formats in Section VII which are as follows:-
   i) Format of Covering Letter (Format 7.1)
   ii) Format of General Particulars of Bidder (Format 7.2)
   iii) Format for Power of Attorney (Format 7.3)
   iv) Format for Earnest Money Deposit Bank Guarantee (Format 7.4)
   v) Format for Performance Bank Guarantee (PBG) (Format 7.5)
   vi) Format for Board Resolutions (Format 7.6)
   vii) Format for Consortium Agreement (Format 7.7)
   viii) Format for Financial Requirement (Format 7.8)
   ix) Format for Disclosure (Format 7.9)
   x) Format for submission of Financial Bid (Format 7.10)
   xi) Check List for Bank Guarantees (Annexure-A)
2. Detailed technical parameters for Solar PV Projects to be met by the Bidders are provided in Section VI of this RFP and the Bidders shall strictly comply with these technical parameters.

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

If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and Tender fee submitted shall be encashed. The bid shall not be processed further in such case.

All documents of the response to NIT submitted online must be digitally signed on eproc2 portal.

I. Financial Bid (Second Envelope)

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

(a) The Financial Bid quoted as Tariff shall be inclusive of all applicable taxes, GST, duties, etc and shall be submitted only through eproc2 portal as per Format – 7.10.
(b) Financial Bid shall be uploaded at the slot provided for Financial Bid only.
(c) Price shall remain binding on the bidder throughout the contract period. Any alteration in the rates etc., will not be allowed on any ground, such as mistake, misunderstanding etc., after the Bid has been submitted.
(d) The Bidders shall quote their lowest levelized tariff in **Rs. ….per kWh** for selling the power generated by the XX.XX MW solar power plant to concerned SBPDCL/NBPDCL for 25 years from the effective date.
(e) The tariff has to be quoted up to two decimal places only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 2.3377 per kWh, then it shall be considered as INR 2.33 per kWh).
(f) The Bidder shall, as part of its Financial Bid, submit Tariff separately for each Project.
(g) The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

Important Note:

(a) The Bidders shall not deviate from the naming and the numbering formats uploaded, in any manner.

(b) The Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

(c) The Bidders have the option of sending their Offline Documents either by Registered Post or Speed Post or Courier or by Hand Delivery, so as to reach BSPGCL Office by the Bid Deadline. Documents submitted by telex/telegram/fax/e-mail shall not be considered under any circumstances.

(d) In case the Bidder submits the online documents on eproc2 Portal within the bid submission deadlines and fails to submit the offline documents in the office of BSPGCL within the bid submission deadlines, the online bid of the Bidder shall be rejected on the eproc2 Portal. Similarly, bids submitted offline but without any online submission on eproc2 Portal shall not be opened and the EMD shall be returned to the respective bidder.

A.9 NON-RESPONSIVE BID

The electronic response to NIT submitted by the bidder along with the documents submitted online to BSPGCL shall be scrutinized to establish "Responsiveness of the bid". Each bidder's response toNIT shall be checked for compliance with the submission requirements set forth in this NIT.

Any of the following conditions shall cause the Bid to be "non-responsive": -

(a) Non-submission of RFP Document Fee and Processing Fee as mentioned in the Bid Information Sheet.

(b) Non-submission of Earnest Money Deposit (EMD) Bank Guarantee or Demand Draft of requisite value or ofrequisite validity or on prescribed format 7.4 along with RFP document.

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

(d) Bid not uploaded at EPROC2 Portal website https://eproc2.com complete with all documents. Non-submission of correct, valid, and operative Passphrases 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 Techno-Commercial Bid.

(e) Non-submission of the original documents mentioned in Instructions to Bidders (ITB) of NIT by due date and time of bid submission.

(f) Bids that are incomplete, i.e., not uploaded any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, applicable board resolutions, format for disclosure, valid EMD, Consortium Agreement

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

(h) 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 NIT, then all these bids submitted shall be treated as non-responsive and rejected.

(i) Bids having conflict of interest.

(j) Bids being conditional in nature.

(k) Bidder delaying in submission of additional information or clarifications sought by BSPGCL as applicable.

A.10 BID DEADLINE

The Bidder should submit the online Bid on or before the time schedule mentioned in Bid Information Sheet.

A.11 VALIDITY OF BID

The bid shall remain valid for a period of one hundred and eighty (180) Days from the date of bid deadline and will be called the Bid Rate Validity Period for this tender. In case, Successful Bidder/ SPD is revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting Letter of Award ("LOA"), BSPGCL shall forfeit EMD and take other necessary action as specified in the NIT. The date of issuance of LOA shall be intimated by the BSPGCL to the Successful Bidder.

A.12 COST OF BIDDING

The Bidder shall bear all the costs associated with the preparation and submission of his offer, BSPGCL in any case will not be responsible or liable for these costs, under any conditions. The Bidder shall not be entitled to claim any costs, charges, and expenses of and incidental to or incurred by him through or in connection with submission of Bid even though BSPGCL may elect to modify/ withdraw the invitation of Bid.

A.13 OPENING OF BID: ONLINE

Techno-Commercial Bid of the Bidders for evaluation purpose, shall be opened online at the mentioned date and time in RFP document.

Financial Bids of the Qualified Bidders will be opened online at the mentioned date and time in RFP document.

A.14 RIGHT TO WITHDRAW THE NIT AND TO REJECT ANY BID:

1. This NIT may be withdrawn or cancelled by BSPGCL at any time without assigning any reasons thereof. BSPGCL further reserves the right, at its complete discretion, to reject anyone or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

2. BSPGCL reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the NIT and make its own judgment regarding the interpretation of the same. In this regard BSPGCL shall have no liability towards any Bidder and no Bidder shall have any recourse to the BSPGCL with respect to the selection process.

3. Bid(s) that are grossly incomplete in any respect or those that are significantly inconsistent with the requirements as specified in this NIT or those that do not adhere to formats prescribed herein, wherever specified, may be considered nonresponsive. However, BSPGCL reserves the right to seek additional information/ clarifications from the Bidders, if found necessary, during the course of evaluation /processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by BSPGCL may be a ground for rejecting the Bid(s). Strict adherence to the documents required to be submitted shall be ensured, failure on this account may lead to rejection of Bid.

4. BSPGCL reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the NIT before Bid Deadline. The decision regarding acceptance of Bid by BSPGCL will be full and final.

5. Bidder is to ensure compliance of all provisions of the NIT and submit their Bid accordingly. Bid with any deviation to the NIT conditions shall be liable for rejection without any explanation.

A.15 CHANGE IN LAW:

Change in law shall have the meaning ascribed thereto in Article 12 of the PPA

A.16 TAXES AND DUTIES:

The Financial Bid should include all taxes and duties etc., if any. Power Producer shall be entirely responsible for all taxes, duties, license fees, etc. All taxes shall be payable by the Power Producer. However, if any new change in tax/ duty and cess is affected in the period after the Financial Bid, Submission Deadline the same shall be dealt in accordance with Article 12 of the PPA.

A.17 PROGRESS REPORT:

Power Producer shall have to commission the Project within Fifteen (15) Months from the date of award of LOA/LOI. The Power Producer shall submit a monthly progress report to BSPGCL. Bihar DISCOMs / BSPGCL shall have the right to depute his/ their representatives to ascertain the progress at the premises of work of the Power Producer.

A.18 FORCE MAJEURE:

a) For the purpose of this NIT, force majeure shall mean an event beyond the control of the Power Producer and not involving his fault or negligence and not foreseeable, in its contractual capacity.

Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restriction, fright embargoes, site clearance etc. Whether a force majeure situation exists or not, shall be decided by BSPGCL and its decision shall be final and binding on the Power Producer and all other concerned.

b) In the event that the Power Producer is not able to perform his obligations under this Agreement on account of force majeure, he will be relieved of his obligations during the force majeure period.

c) If a force majeure situation arises, the Power Producer shall promptly notify BSPGCL and Power Procurer both in writing, not later than seven (7) Days from the date such situation arises (in case, communication is not possible to BSPGCL, Power Producer shall notify BSPGCL not later than one (1) Days from the day when communication system will be restored). The Power Producer shall notify BSPGCL and Power Procurer not later than three (3) Days of cessation of force majeure conditions. After examining the cases and associated facts, BSPGCL shall decide and grant suitable additional time for the completion of the work, if required.

d) Failure of such Power Producer in timely intimating BSPGCL will suspend its right for any relief otherwise eligible under such force majeure conditions.

A.19 LANGUAGE:

All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels, and any other data shall be in Hindi/English Language. The Agreement and all correspondence between the BSPGCL and the Bidder shall be in Hindi/English language.

A.20 AMENDMENT:

BSPGCL reserves the right to modify, amend or supplement RFP document s including all formats and annexures at any time. Bidders are advised to follow and keep track of eproc2 website/ portal for updated information till the selection of Bidder. No separate notifications will be issued for such notices/amendments/clarification etc. in the print media or individually. BSPGCL shall not be responsible and accountable for any consequences to any party.

A.21 SEVERABILITY:

It is stated that each paragraph, clause, sub-clause, schedule, or annexure of this contract shall be deemed severable, and, in the event of the unenforceability of any paragraph, clause subclause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force and effect.

A.22 DEBARRED FROM PARTICIPATING IN BSPGCL'S TENDER

BSPGCL reserves the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. In case it is observed that a Bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the NIT, such Bidder may be debarred/ blacklisted from participating in BSPGCL's any future tender/ NIT for a period of two (2) years.

A.23 FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS AND LAND ARRANGEMENTS:

The Bidder /SPD shall achieve Financial Closure i.e. made Project Financing Arrangements for its Project within 6 (six) months of issuance of LOA and will provide a certificate to BSPGCL from the

lead banker to this effect or In case the funds have been arranged from its internal resources, Board Resolution certifying the same shall be submitted by the bidder or in case of individual farmer, relevant documents and bank details depicting adequate funds are available; Failing the aforesaid, liquidated damages will be levied as mentioned in NIT unless the delay is not owing to any action or inaction on the part of the SPD or caused due to a Force Majeure. Extension for the attainment of financial closure may be considered by BSPGCL/ Bihar DISCOMs, on the sole request of SPD, on the payment of penalty as mentioned in A.23 of Section – III Instructions to Bidder. This extension will not have any impact on the Scheduled Commissioning Date.

Any penalty paid so, shall be returned to the SPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date.

A.24 COMMISSIONING / SCHEDULE DELIVERY DATE

The Commissioning / Scheduled Delivery Date of Solar PV Power Plant shall be 15 months from the date of award of LOI/LOA. For a Project, the maximum time period allowed for commissioning of the full Project Capacity shall be limited to 15 months from the date of award of LOI/LOA. Declaration of COD shall only be done upon the successful visit by the Synchronization/Commissioning Committee.

A.25 DELAY IN COMMISSIONING OF POWER PLANT

a) In case any RPG fails to achieve this milestone, BSPGCL shall encash the Performance Bank Guarantee (PBG) in the following manner:

- Delay up to six months – The PBG on per day basis and proportionate to the balance capacity not commissioned.
- In case the commissioning of the solar power plant is delayed over six months, the PPA capacity shall stand reduced / amended to the Project capacity commissioned at the end of six months from SCOD and the PPA for the balance capacity shall stand terminated.

b) In case of delayed commissioning and establishment of PBG as liquidated damages. The SPD will ensure submission of PBG @ Rs. 1.00 Lac/MW retained for entire duration of the PPA.

c) SPD shall not be entitled for any Financial Assistance in case of delay beyond SCOD. SCOD as extended under A.25(d) shall be treated as SCOD for this purpose

d) Where delay is due to Force Majeure or reasons attributable to DISCOM/BSPGCL, SCOD shall be extended without LD on documentary evidence.

A.26 VALIDITY OF THE BID

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

BSPGCL may solicit the Bidders' consent for an extension of the period of validity of the Bid. The request and the response in this regard shall be in writing. A Bidder accepting BSPGCL request for validity extension shall not be permitted to modify its Bid and such Bidder shall, accordingly, extend the validity of the Bid Security as requested by BSPGCL.

SECTION - IV

QUALIFYING REQUIREMENTS FOR BIDDERS

A. ELIGIBILITY CRITERIA

A.1. GENERAL

1.1. The Bidder should have any of the following legal status:

a) Body incorporated in India under the Companies Act 1956 or Companies Act, 2013 as applicable including any amendment thereto, OR

b) Body incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto;

c) Firm registered under Partnership Act, 1932 in India;

d) Sole Proprietor incorporated in India

(A copy of certificate of incorporation, registration, as applicable and relevant, shall be enclosed with Bid.)

In case of Consortium, all the members must fulfil these requirements and submit the documents as per the RFP document.

"Individual Farmers/group of farmers/co-operatives /panchayats/Farmer Producers Organisation (FPO)/ Water User associations (WUA) are also eligible to participate in the tariff based competitive Bidding under Feeder Level Solarisation of State scheme without any Technical Eligibility Criteria. Self-help groups are also eligible to participate in the tariff based competitive bidding under Feeder level Solarisation of State scheme without any qualifying criteria

However, Land Owner's Document is required for claiming as Farmer (e.g. Allotment letter/Sale deed/Lease deed/Revenue record/partition deed/property tax receipt/ Land ownership Certificate by District Magistrate /LPC by Circle Officer).

For bid submission, newly registered firms/proprietorship/consortium with positive net worth shall be allowed if registration date is before end of bid submission date.

1.2. Bidders can be sole/ single bidder OR, Consortium of up to 3 (three) members, with one of the members as a Lead Member.

1.3. The Bidder must have the required GST Registration.

1.4. The Bidder must have a valid PAN Number.

1.5. The bidders should be qualified, not be insolvent, not be in receivership, not be bankrupt or being wound up, should not have affairs administered by a court or a judicial officer, should not have business activities suspended, should not be blacklisted, or debarred by any utility / government agency, should not have a conflict of interest.

1.6. The bidder must submit a Power of Attorney (POA) authorizing a person to sign the documents on behalf of the Bidder, submit technical, commercial information and attend meetings on behalf of the Bidder. In case of Consortium, all the Consortium members must submit individual POA with supporting Board resolution, (in format 7.3) except in case of proprietor wherein only undertaking in this regard is to be submitted along with combined POA (signed by individually authorized person of each consortium member)

1.7. The bidder should have "No Conflict of Interest" as per RFP document. Bidders have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.

1.8. **Sanctions:** Firms, which includes any of the Consortium members in case of bidding Consortium, blacklisted by the Employer/ CPSEs or any of their subsidiaries /

Government of India/ any State Government / any Regulatory Authority, as on the date of submission of Bid, are not eligible to bid.

1.9. **Suspension:** Firm, which includes any of the Consortium members in case of bidding Consortium under suspension by the BSPGCL as the result of the operation of a Bid–Securing Declaration or Proposal-Securing Declaration, shall not be eligible to bid.

1.10. **Prohibitions:** Firms, which includes any of the Consortium members in case of bidding Consortium, and individuals of a country or goods/ works/services manufactured/ produced in a country shall be ineligible, if as a matter of law or official regulations, the Government of India prohibits commercial relations with that country.

A.1 QUALIFICATION REQUIREMENTS

A.1.1 FINANCIAL ELIGIBILITY CRITERIA:

Following financial eligibility criteria (net-worth and turnover) shall be met by Bidder or Lead member of Bidder, in case of consortium based on audited annual financial statements.

i. **The Bidder should have positive as net worth as on 31st March 2026.**

ii. In case of Consortium, all the partners shall collectively meet above financial criterion.

iii. Certificate fulfilling required financial criteria in the name of Bidder duly certified by Practicing Chartered Accountant as per the format provided in Format 7.8 duly mentioning UDIN.

iv. Firm's Annual Audited Balance sheet and Profit & Loss statement for last Two years i.e. FY 24-25 & FY 25-26.

v. Newly established firms in existence for one year, shall upload the latest audited financial statements.

"No financial experience required for Individual Farmers/Group of farmers/Co-operatives/Panchayats/Farmer Producers Organisation (FPO)/Water User associations (WUA) bidders. Self-help groups are also eligible to participate in the tariff based competitive bidding under Feeder level Solarisation of component- C scheme without any qualifying criteria"

Net-worth will be calculated as follows:

Sr No	Particulars	Amount
1.	Paid Share Capital in case of Companies/ Partnership Capital in case of Partnership Firm /Proprietors' Capital in case of Proprietorship firm	
2.	Add: Reserve created out of profits	
3.	Add: Security Premium Account in case of Companies	
4.	Add: Credit Balance of Profit and Loss Account	
5.	Add: Credit Balance of Deferred Tax Assets in case of Companies	
6.	Total	
7.	Less: Aggregate value of accumulated losses	
8.	Less: Debit Balance of Profit and Loss Account	
9.	Less: Deferred Expenditure and Miscellaneous Expenditure not written-off	
10.	Less: Reserves created out of revaluation of assets, write-back of depreciation and amalgamation	
11.	Less: Debit Balance of Deferred Tax Assets in case of Companies	
12.	Net Worth	

Note:

1. For the purpose of evaluation of Bidder, a certificate from Chartered Accountant (CA) clearly mentioning the UDIN number etc., in support of Bidder's claim for meeting the financial eligibility criteria shall be mandatorily submitted online (FORMAT 7.8: Financial Eligibility Criteria Requirement). Such certificate shall clearly undertake that calculation of net worth and turnover, as applicable, has been done in accordance with methodology prescribed in this NIT.
2. All necessary documents pertaining to the (FORMAT 7.8: Financial Eligibility Criteria Requirement), such as balance sheet, P&L account, schedules etc., will be submitted online and offline, for verification.
3. For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used as prescribed in this NIT. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements.
    a. Bidder or lead member of Bidder, in case of Consortium , should meet financial eligibility criteria required under the NIT; and Bidder may choose to start the process of forming a special purpose vehicle (SPV) or Project Company at bid stage itself. However, for participation in a bid, formation of a SPV is not required. In case a Bidder is selected as a Successful Bidder, it can choose to incorporate a Project Company. In case a Bidder is a consortium, it would be required to incorporate a Project Company to sign the PPA. The said Project Company has to be formed within thirty (30) days from the issuance of LOA. Further, Bidder/ SPD shall be responsible to get all required clearances in the name of the Project Company, and transfer already obtained clearances, if any.

Despite formation of SPV or Project Company, it is categorically stated that share with voting rights of Successful Bidder / Lead Member in SPV or Project Company shall not be less than 51% during 1 year from Commercial Operation Date of concerned Project.

A.1.2 Bidder shall enclose Non-Blacklisting Declaration on Non-Judicial Stamp of appropriate value duly notarized.

A.1.3 Bidders may note following:

a) The Members of the Consortium shall nominate a Lead Member (having 51% of shareholding) such nomination shall be supported by a power of attorney signed by all the Members of Consortium (and duly acknowledged by the Lead Member) and shall substantially be in the form set out FORMAT 7.3: Power of Attorney.

b) The Lead Member shall have the authority to represent all the Members of the Consortium during the Bid Process.

c) In a situation, where a consortium that is selected as a Successful Bidder, decides not to form a Project Company, the Lead Member would be responsible for all the correspondence and documentation.

d) Bidder may participate either independently or jointly as a consortium of maximum three members. In case Bidder is a Consortium, an agreement as per FORMAT 7.7: Format for Consortium Agreement shall be required to be furnished along with the Bid. In addition to this mandatory format, Bidders participating as Consortium are encouraged to submit any other authentic agreement/ document relevant for them to be considered for their status as Consortium participating in response to this NIT.

e) In-case members/ Lead Member of Consortium has referred its Affiliate to meet the Financial Eligibility criteria, then the same relationship with the Affiliate by the Bidder shall continue at least for the period of First Operational Year (equity lock-in period).

Bid submitted by a Bidding Consortium as SPD

a) The Bid shall contain a legally enforceable Consortium Agreement entered amongst the Members in the Bidding Consortium, designating one of the Members to be the Lead Member (as per Format 7.7). There shall be only one Lead Member which shall continue to hold minimum fifty one percent (51%) equity in the Project Company up to a period of one (1) year after commencement of supply of power. Each Member of the Bidding Consortium shall duly sign the Consortium Agreement making it liable for raising the required funds for its respective equity investment commitment as specified in the Consortium Agreement. In the absence of a duly executed Consortium Agreement, the Bid will not be considered for evaluation and will be rejected.

b) Provided however that the Lead Member of the Bidding Consortium shall be liable to the extent of one hundred percent (100%) of the total proposed commitment of equity investment in the Project Company, i.e., for both its own liability as well as the liability of theother Members.

c) Provided further that the Consortium Agreement shall not be amended without the prior written approval of the Procurer/ Authorized Representative.

d) Land Lease Agreement submitted will be signed by the lead member of the Consortium

e) The Lead Member shall designate one person to represent the Consortium in its dealings with the Procurer/ Authorized Representative. The person designated by the Lead Member shall be authorized through a Board Resolution to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Consortium, etc. Additionally, the Bid shall also contain a Power of Attorney in original (as per Format) - in favour of the Lead Member issued by the other Members of the Consortium

f) The Bid shall also contain a Board Resolution as per Format –7.6 from each Member of the Consortium confirming that the NIT & NIT Project Documents have been read, examined, and understood and also the Bid has been reviewed and each element of the Bid is agreed to by them.

A.2 CHECK-LIST:

To ensure that the online and hard copy submission of NIT is complete in all respects, checklists are required to be duly tick marked/filled for the enclosures which are attached with the RFP document. The requisite documents required for application are indicated in the checklist. It is essential for the Bidders to submit a checklist duly sealed and signed with Bid. However, the checklist given in NIT is indicative, and Bidder shall be responsible for meeting and submitting all information requirements as per provisions of this NIT.

A.3 INCORPORATION OF A PROJECT COMPANY BY BIDDERS:

a) In case a Bidder is selected as a Successful Bidder, it can choose to incorporate a Project Company. In case a Bidder is a consortium, it would be mandatory to incorporate a Project Company to sign the PPA. The said Project Company has to be formed within thirty (30) days from the issuance of LOA. Further, Bidder/ SPD shall be responsible to get all required clearances in the name of the Project Company, and transfer already obtained clearances, if any.

b) The aggregate equity shareholding of the Successful Bidder in the issued and paid-up share capital, and the voting rights of the Project Company shall not be less than fifty one percent (51%) up to a period of one (1) Operational Year.

c) Further, any member of the consortium , shall maintain individual equity in the newly formed Company of, at least, 51% of its share in the bidding consortium , as the case may be, submitted along with the Bid, up to a period of one (1) Operational Year.

d) The Affiliate of a Successful Bidder or in case of a Consortium , its member, whose financial credentials have been relied upon by the Successful Bidder to demonstrate Financial Eligibility, is also permitted to execute the PPA by itself or by forming an SPV, as the case may be. In such cases, all the obligations and liabilities of the Successful Bidder as set out in the Bid Documents shall apply to the Affiliate.

e) In the event that the Successful Bidder, which is a single Entity, chooses not to incorporate any Project Company, then the shareholders of the Successful Bidder, as on the date of submission of the Bid, shall not decrease their ownership below 51% until the expiry of a period of 1 (one) year from the COD. If the successful bidder forms a Project Company (SPV), the shareholders of the Successful Bidder, as on the date of submission of the Bid, shall continue to hold up to 51% of the total ownership of the Project Company (SPV), from the date of incorporation of SPV until the expiry of 1 (one) year from Project Commissioning (COD).

f) Any change in ownership and liabilities shall be in accordance with Article 15 of the PPA.

SECTION - V

BID EVALUATION AND SELECTION OF PROJECTS

A: BID EVALUATION

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section-III, Instructions to Bidders (ITB) of this NIT. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

The evaluation process involves the following steps.

- Step I –Techno-Commercial Bid Evaluation
- Step II – Financial Bid Evaluation
- Step III –Successful Bidder(s) Selection

A.1 STEP I –TECHNO-COMMERCIAL BID EVALUATION

A.1.1 The Techno-Commercial Bid submitted online of only those bidders will be opened by BSPGCL whose required documents as mentioned at Clause A.10 of Section - III – Instructions to Bidders (ITB) of this NIT are received at the office of BSPGCL on or before the due date and time of bid submission.

A.1.2 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.

A.1.3 Subject to Clause A.9 of Section - III Instructions to Bidders (ITB) of this NIT, BSPGCL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the NIT. During the examination of the bids, BSPGCL may seek clarifications/ additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought by BSPGCL within 07 (Seven) days from the date of such intimation from BSPGCL. All correspondence in this regard shall be made through email only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. BSPGCL shall not be responsible for rejection of any bid on account of the above.

A.1.4 The response to NIT submitted by the bidder shall be scrutinized to establish Techno-Commercial eligibility as per NIT.

A.2 STEP II –FINANCIAL BID EVALUATION

In this step evaluations of techno-commercially qualified bids shall be done based on the "First Round Tariff Bid" quoted by the bidders in the Electronic Form of Financial Bid. Second Envelope (containing First Round Tariff) of only those bidders shall be opened whose techno-commercial bids are found to be qualified.

A.2.1 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff per in Rs./KWh (in **Annerure-II for Tariff quote**) for a Project/PSS. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g., if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).

A.2.2 A Bidder is required to quote one tariff for a Project i.e., total SPP capacity associated with all concerned feeders on a sub-station. Bidders bidding for multiple sub-stations shall quote tariff separately for SPPs on respective sub-stations.

A.2.3 On completion of Techno-commercial bid evaluation, if it is found that only one bidder is eligible, opening of the financial bid of the bidder will be at the discretion of BSPGCL. Thereafter, BSPGCL will take appropriate action as deemed fit.

A.2.4 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.

A.2.5 The bidder who has quoted lowest Tariff shall be declared as L1 bidder. The bids shall be arranged starting from L1 (bidder who has quoted lowest Tariff), L2 (bidder who has quoted second lowest tariff), L3… .....nth bidder.

A.2.6 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	₹ 3.10 (Tariff in ₹/ kWh)	L1
B2	₹ 3.20 (Tariff in ₹/ kWh)	L2
B3	₹ 3.30 (Tariff in ₹/ kWh)	L3
B4	₹ 3.30 (Tariff in ₹/ kWh)	L3
B5	₹ 3.43 (Tariff in ₹/ kWh)	L5
B6	₹ 3.60 (Tariff in ₹/ kWh)	L6
B7	₹ 3.70 (Tariff in ₹/ kWh)	L7
B8	₹ 3.80 (Tariff in ₹/ kWh)	L8
B9	₹ 3.93 (Tariff in ₹/ kWh)	L9

A.3 STEP IV – SUCCESSFUL BIDDER(S) SELECTION

A.3.1 The bidders quoting the lowest tariff for 25 years shall be declared as the successful bidder for the quantum of power (in MW) offered by such bidder in its financial bid.

In the above case, if the tariff quoted by 2 or more bidders becomes exactly same then the ranking among these bidders will be done as follows:-

Step 1: Among **Company** (Body incorporated in India under the Companies Act 1956 or Companies Act, 2013) and **Farmers Group** (Individual Farmers/group of farmers/co-operatives/panchayats/Farmer Producers Organization (FPO)/ Water User associations (WUA)), preference will be given to **Farmers Group.**

Step 2: Among **Farmers Group**, Ranking will be done based on draw of lots.

Step 3: Among **Companies,** Ranking will be done based on the Highest Financial Eligibility (**i.e. Annual Turnover)** of the bidder.

A.3.2 In extraordinary circumstances Competent Authority shall decide as regards work allocation or adjustment of allocated work amongst Successful Bidders.

A.3.3 The Letter(s) of Award shall be issued to all such Successful Bidder(s) selected as per the provisions of this NIT and subject to BERC approval. In case of a Consortium being selected as the successful Bidder, the LOA shallbe issued to the Lead Member of the Consortium.

A.3.4 Each Successful Bidder shall unconditionally accept the LoA, and record on one (1) copy of the LoA, "Accepted Unconditionally", under the signature of the authorized signatory of the Successful Bidder and return such copy to BSPGCL within seven (7) days of issue of LoA.

A.3.5 Further, successful bidders shall submit the Performance Bank Guarantee as per clause A.7 of Section – III Instruction to Bidders

A.3.6 BSPGCL, in its own discretion, has the right to reject any one or all Bids if the Single Quoted Tariff after Financial evaluation is not aligned to the prevailing market prices.

A.3.7 In all cases, BSPGCL decision regarding selection of bidder through e-bidding or otherwise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

SECTION - VI

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

A: SCOPE OF WORK

A.1 OVERALL, SCOPE OF WORK OF THE SOLAR POWER DEVELOPER (SPD) SHALL BE AS FOLLOWS:

1. Detailed Site Survey.
2. It is clarified that all costs and expenses including but not limited to stamp duty, revenue charges and any other charges in relation to Lease Agreement(s) will be borne by the Successful Bidder/Project Developer (as the case may be) and BSPGCL shall not be responsible or liable in any manner whatsoever for such costs and expenses incurred by the Successful Bidder/Project SPV.
3. The Project Developer shall lease or procure in its name 100% (one hundred percent) of the required land for a period not less than the Term, on or before the financial closure. In case of any leasing ofprivate land as contemplated hereinabove, such lease should allow transfer of land lease rights to the lenders or BSPGCL, in case of default of the Project Developer under any financing documents or arrangements of the Project Developer.
4. The land lease rights would be further transferred to a new developer. The new developer would be responsible for payment all land dues i.e. rent and arrears to Government or Private land owners.
5. Procurement of required land or execution of land lease agreement applicable for 27 years for installation of the solar power plant for feeder level Solarization and make necessary arrangements including clearances for the 11 kV or 33 KV transmission line between sub-station and the solar power plant.

   Note: The Solar Power plant and the project land for Feeder level Solarization should be preferably within five km radius of the concerned sub-stations in order to avoid high cost of sub-transmission lines and to reduce transmission losses.
6. The SPD shall submit the land documents such as Land Sale Deed, lease agreement of land etc. to demonstrate that required land is under possession of SPD, for at least 27 years, within the period of 6 months from the date of issuance of LOA for the entire required land.
7. After award of contract, in case of any dispute/litigation on the originally proposed land, the developer shall be bound to arrange for alternative land for the solar project and ensure submission of the relevant documents.
8. Design, supply, and installation of solar power plant near the concerned 33/11 kV sub-station, in line with requirements under MNRE guidelines.
9. Supply and erection of associated 11kV or 33KV line connecting the solar power plant with associated 33/11kV sub-station (including cabling, bay, breakers, and metering system at sub-station) as per design and specifications of Bihar DISCOMs / MNRE / CEA.
10. Testing and commissioning of plant & associated 11kV or 33kV line by designated official(s) of BSPGCL/DISCOMs and approval by Electrical Inspectorate.
11. Construction of control room or any other relative civil work (at the plant end) essential for Commissioning of Project.
12. Operation & Maintenance of the Solar Power Plant as well as 11kV or 33kV line (as the case may

be) & facilities for 25 years (unless extended by both the parties on mutual agreement) from COD.

13. Injection of power at delivery point for 25 years at the awarded levelized tariff (Rs. per kWh) (*inclusive of applicable taxes incl. GST, duties, etc.*), extendable on mutual agreement.
14. Remote Monitoring System of the installed solar power plant, inverters, string combiner boxes, energy meters at the solar power plant and the sub-station is to be done for 25 years (unless extended by both the parties on mutual agreement).
15. Solar PV modules shall be made in India using solar cells made in India (DCR), being ALMM List-I modules with List-II cells. Balance of system shall be indigenously manufactured. The SPD shall submit DCR certificates before commissioning.
16. SPD shall be responsible for all the works related to testing & commissioning, replacement of defective PV modules by same or equivalent make /model and remote monitoring for 25 years of the project.
17. SPD shall also put up a notice board at the project site displaying the information as mentioned under clause **A.4.9 of Section - VI** Scope of Work
18. In no case BSPGCL/Bihar DISCOMs shall be responsible to pay or increase the tariff for any additional work if required to be done for completion of the Project.
19. All the costs associated with the setting up of the project including its operation and maintenance (O&M) for 25 years shall be borne by the SPD at its own cost. All approvals, permits and clearances required for setting up of the Project including those required from State Government and local bodies along with any associated cost for getting the clearances shall be in the scope of the SPD.

    It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of solar panels and associated equipment as may be necessary to achieve the required minimum CUF to supply the contracted power as per requirement of the feeders and for this purpose selected SPD shall make its own study and investigation of the Global Horizontal Irradiation (GHI) and other factors prevalent in the area which have implication on the quantum of generation.

    The SPD shall ensure that the Technology being deployed is commercially established and solar PV modules, Power conditioning units, transformers and all other equipment adhere to the relevant and applicable quality and safety standards as per relevant IEC codes / BIS standards.

    It is clarified that the project awarded under this NIT would not include energy storage with solar power plant.

    The scope of work shall also include submission of the following by the SPD:

    a. A layout plan of the site to the Inspecting Authority clearly indicating the identified location for installation of solar power plant & control room where control panels shall be installed.
    b. Detailed planning of time bound smooth execution of Project.
    c. Performance testing of the completion and successful commissioning of the Project.
    d. Inventory and O&M plan for the plant and 11kV or 33kV line (as the case may be) for minimal / no downtime of the project and/or 11kV line during the term of PPA.
    e. Coverage of risk liability of all personnel associated with implementation and realization of the project.

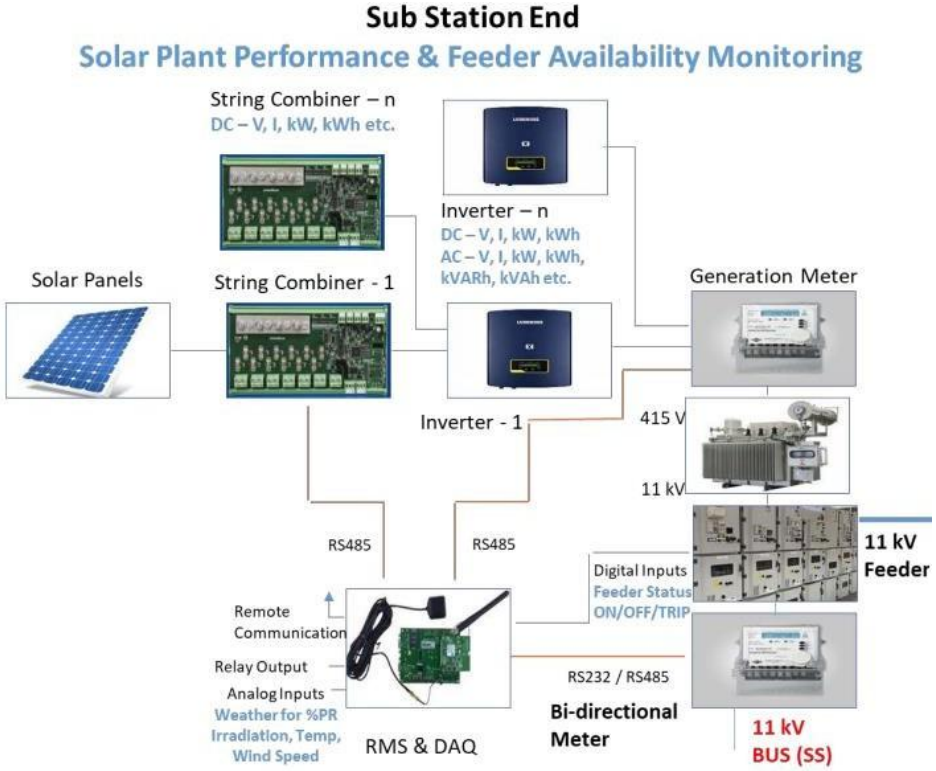
f. Any other work or service required for completion/maintaining of the project for its lifetime is to be done by the SPD.

A.2 METERING AND GRID CONNECTIVITY

1. Metering and grid connectivity of the projects would be the responsibility of the SPD in accordance with the prevailing guidelines / practices of DISCOM and / or CEA. Bihar DISCOMs may facilitate the process; however, the entire responsibility lies only with the SPD.
2. Meters and metering equipment (CT-PT sets) shall be tested as per provision of BERC and as per IS 14697 at CPRI or at any NABL accredited / distribution licensee lab before installation at site at the cost of SPD and should be properly sealed in the presence of designated authority from Bihar DISCOMs at the time of installation.
3. The accuracy class, current rating and certifications of the metering system shall be confirmed with relevant CERC/BERC/ Bihar DISCOMs Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.
4. SPD to install 3 ABT meters (main, check and standby) with RMS connectivity AND 2 CT-PT sets (one for main & check meter and another for standby meter) as per practice of Bihar DISCOMs.
5. Installation and timely replacement of meters (main, check and standby) as required to directly measure energy supplied by the Solar Power Plant shall be the responsibility of selected SPD.
6. **The cost of all required meters at Sub-station end along with Meter and associated CT-PT sets at Solar plant site (main, check, standby meter) shall be borne by the SPD.**
7. Any cost associated with obtaining the clearances for the project shall be borne by the SPD.

A.3 REMOTE MONITORING SYSTEM (RMS)

1. As per the MNRE guidelines for feeder level solarization under Component C of PM-KUSUM scheme, it is mandatory for DISCOM to monitor solar power generation and performance of the solar power plant through an online system. The online data will be integrated with the central monitoring portal of MNRE which will extract data from the state portals for monitoring of the scheme.
2. Also, as per the Specifications for Remote Monitoring System for Component A & C of the scheme, issued by MNRE on 15 Jul 2020, the SPD under this NIT shall be required to install required remote monitoring systems for solar power plant to integrate with State SEDM platform directly which in turn will have interface with National Level Solar Energy Data Management Platform of MNRE.



3. MNRE and DISCOMs will develop and host the National and State Level SEDM platform, which is excluded from the scope of the SPD, but SPD needs to operate and do various data entries related to application processing, asset, and workflow management.

4. As shown in the above diagram (provided by MNRE under specifications for Remote Monitoring System for KUSUM A and C components, dated 15.07.2020) SPD needs to provide a remote monitoring system for:

   (a) **Solar Power plant Remote Monitoring System**: To capture electrical parameters from multiple devices such as ABT Meter, Generation Meter, Inverters, String Combiner boxes or String inverters. Remote monitoring system will capture important electrical and status parameters such as AC/DC voltage, control, power, energy as well as monitoring of Breaker etc. and will transmit data to State Level Solar Energy data management (SEDM) platform. It shall be also possible to control Inverter Active and Reactive power.

   (b) **Communication Connectivity for Solar Plant RMS**:

   i. Field Device Connectivity: RMS will connect to Inverter, String combiner boxes or string inverters using RS485 MODBUS communication protocol as well as meters using RS232 DLMS protocol. Both protocols are widely used by equipment manufacturers.

   ii. Remote Connectivity: RMS will connect to State Level SEDM Server using 2G/3G/4G or any other suitable cellular communication.

   iii. Local Connectivity: Ethernet / Bluetooth / Wi-Fi connectivity to configure parameter, notifications, communication intervals, set points, operation mode configuration or to download locally stored data.

   iv. Sensor Connectivity: RMS will have provision for at least four analog inputs with 0.1% accuracy for applications such as breaker & transformer health etc. and four digital inputs for breaker status.

5. Details of Communication modes, protocols, security and message formats and equipment wise parameter details shall be provided to the successful bidders.
6. The SPD shall also be responsible for maintaining communication security between the RMS and the State SEDM platform, which would ensure that third parties are unable to intercept or "sniff" the encrypted data.

A.4 TECHNICAL PARAMETERS OF COMPONENTS

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

A.4.1 PV MODULE QUALIFICATION

The PV modules used in the grid connected solar power projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

Standard	Description
IEC 61215-1 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1: Test requirements
IEC 61215-1-1 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1 Sec 1: Special requirements for testing of crystalline silicon photovoltaic (PV) modules
IEC 61215-1-2 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and
	type approval - Part 1 Sec 2: Special requirements for testing of thin-film Cadmium Telluride (CdTe) based photovoltaic (PV) modules
IEC 61215-1-3 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1 Sec 3: Special requirements for testing of thin-film amorphous silicon based photovoltaic (PV) modules
IEC 61215-1-4 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1 Sec 4: Special requirements for testing of thin-film Cu (In, GA) (S, Se)2 based photovoltaic (PV) modules
IEC 62108 Ed. 2.0	Concentrator photovoltaic (CPV) modules and assemblies - Design qualification and type approval
IEC 61730-1 Ed. 2.0	Photovoltaic (PV) module safety qualification - Part 1: Requirements for construction
IEC 61730-2 Ed.2	Photovoltaic (PV) module safety qualification - Part 2: Requirements for testing
IEC 61701 Ed.2	Salt mist corrosion testing of photovoltaic (PV) modules (Applicable for coastal and marine environment)
IEC 62716 Ed.1	Photovoltaic (PV) modules - Ammonia corrosion testing (Applicable for wet atmospheres having high concentration of dissolved ammonia)
IEC TS 62804-1 Ed.1	Photovoltaic (PV) modules - Test methods for the detection of potential-induced degradation - Part 1: Crystalline silicon

A.4.2 POWER CONDITIONERS/INVERTERS

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

Standard	Description
IEC 61683 Ed. 1	Photovoltaic systems - Power conditioners - Procedure for measuring efficiency
IEC 62109-1 Ed. 1	Safety of power converters for use in photovoltaic power systems - Part 1: General requirements
IEC 62109-2 Ed. 1	Safety of power converters for use in photovoltaic power systems - Part 2: Particular requirements for inverters
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
IEC 62116 Ed. 2/ IEEE 1547:2003 with 2014 Amendment 1/UL 1741	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures/ IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems / Standard for Inverters, Converters, Controllers, and Interconnection System Equipment for Use with Distributed Energy Resources
IEC 60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold
IEC 60068-2-2:2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat
IEC 60068-2-14:2009	Environmental testing - Part 2-14: Tests - Test N: Change of temperature
IEC 60068-2-30:2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)
LVRT Compliance	As per the latest CERC Guidelines/ Order/ Regulations
Grid Connectivity	Relevant CERC Regulations (including LVRT Compliance) and Grid Code as amended and revised from time to time.

As per Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, PV Modules and Inverters used in the grid connected solar power Projects shall conform to the Standards Specified as per below and bear the Standard Mark as notified by the Bureau of Indian Standards:

Sl.No. (1)	Product (2)	Indian Standard Number (3)	Title of Indian Standard(4)
1.	Crystalline Silicon Terrestrial Photovoltaic (PV) Modules (Si wafer based)	IS 14286	Crystalline Silicon Terrestrial Photovoltaic (PV) modules – Design Qualification And Type Approval

2.	Thin-Film Terrestrial Photovoltaic (PV) Modules (a-Si, CIGS and CdTe)	IS 16077	Thin-Film Terrestrial Photovoltaic (PV) Modules - Design Qualification and Type Approval
3.	PV Module (Si wafer and thin film)	IS/IEC 61730 (Part 1) IS/IEC 61730 (Part 2)	Photovoltaic (PV) Module Safety Qualification Part 1 Requirements for Construction Photovoltaic (PV) Module Safety Qualification Part 2 Requirements for Testing
4.	Power converters for use in photovoltaic power system	IS 16221 (Part 1) IS 16221 (Part 2)	Safety of Power Converters for use in Photovoltaic Power Systems Part 1- General Requirements Safety of Power Converters for Use in Photovoltaic Power Systems Part 2- Particular Requirements for Inverters
5.	Utility – Interconnected Photovoltaic inverters	IS 16169	Test Procedure of Islanding Prevention Measures for Utility Interconnected Photovoltaic Inverters
6.	Storage battery	IS 16270	Secondary Cells and Batteries for Solar Photovoltaic Application General Requirements and Methods of Test.

A.4.3 CABLES AND CONNECTORS

All cables and connectors to be used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years and voltages as per latest IEC standards. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS/ EN EN50618/ TUV 2pfg 1169/08/07 for service life expectancy of 25 years.

A.4.4 OTHER SUB-SYSTEMS/COMPONENTS

Other subsystems/ components used in the SPV Power Plants (Cables, Connectors, Junction Boxes, Surge Protection Devices etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance.

A.4.5 AUTHORIZED TEST CENTRES

The PV modules/ Power Conditioners deployed in the Power Plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types/ 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.

A.4.6 WARRANTY

PV modules used in grid connected solar power plants must be warranted for peak output wattage,

which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.

The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.

The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.

The Inverters/ PCUs installed in the solar power plant must have a warranty for 5 years.

A.4.7 IDENTIFICATION & TRACEABILITY

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

i. Name of the manufacturer of PV Module
ii. Name of the Manufacturer of Solar cells
iii. Month and year of the manufacture (separately for solar cells and module)
iv. Country of origin (separately for solar cells and module)
v. I-V curve for the module at Standard Test Condition (1000 W/m2, AM 1.5, 250C)
vi. Wattage, Im, Vm and FF for the module
vii. Unique Serial No. and Model No. of the module
viii. Date and year of obtaining IEC PV module qualification certificate.
ix. Name of the test lab issuing IEC certificate
x. Other relevant information on traceability of solar cells and module as per ISO 9000

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

A.4.8 PERFORMANCE MONITORING

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to Procurer and BSPGCL or any other designated agency online and/or through a report on a regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to Procurer and BSPGCL or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis.

A.4.9 NOTICE BOARD FOR DISPLAY AT SITE

The selected bidder will have to put a notice board (at least 180cmx120cm) at its project site main entrance prominently displaying the following message before declaration of COD:

…….. MWp Grid Connected Solar PV Project
Owned and operated by …<*insert name of the selected bidder*>…
Implemented by <Bihar State Power
Generation Company Limited>

SECTION - VII

ANNEXURES & FORMATS FOR SUBMISSION

A. FORMATS FOR BID SUBMISSION

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

i) Format of Covering Letter (Format 7.1)

ii) Format of General Particulars of Bidder (Format 7.2)

iii) Format for Power of Attorney (Format 7.3)

iv) Format for Earnest Money Deposit Bank Guarantee (Format 7.4)

v) Format for Performance Bank Guarantee (PBG) (Format 7.5)

vi) Format for Board Resolutions (Format 7.6)

vii) Format for Consortium Agreement (Format 7.7)

viii) Format for Financial Requirement (Format 7.8)

ix) Format for Disclosure (Format 7.9)

x) Format for submission of Financial Bid (Format 7.10)

xi) Check List for Bank Guarantees (Annexure-A)

xii) List of Banks (Annexure-B)

xiii) Land Lease Agreement (Annexure- C)

xiv) Bidders' Declaration Format associated with Implementati1on of ALMM Order (Annexure-D)

Format 7.1

COVERING LETTER

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

Ref. No._____ Date: _____

From:_____(Insert name and address of Bidding Company/ Lead Member of Consortium/ Farmers)
Tel.#:
E-mail address#:
To
The Chief Engineer,
BSPGCL,5th floor, Vidyut Bhawan, Bailey Road, Patna-800021
Email:- chiefengineerbspgcl@gmail.com
Website:- http://bspgcl.co.in/

Sub: Response to NIT No.09/PR/BSPGCL/2026 for **Setting up of gridconnected solar power plants for solarization of segregated agriculture/Mixed (ag. load) feeders of Power Sub-Stations for sale of power to Bihar DISCOMs at various locations in the state of Bihar through RESCO mode under Feeder Level Solarization of State Scheme.**

Dear Sir/ Madam,

We/I, the undersigned [insert name of the,, Bidder] having read, examined, and understood in detail the NIT including Qualification Requirements in particular, terms and conditions of the PPA for supply of power for 25 years to DISCOM, hereby submit our/my response to NIT.

We confirm that in response to the aforesaid NIT has submitted response to NIT other than this response to NIT, directly or indirectly, in response to the aforesaid NIT (as mentioned in Format 7.9 under Disclosure). We confirm that we directly or indirectly have not submitted response to NIT for more than cumulative capacity of …… MW, including this response to NIT.

We are submitting NIT for the development of following Solar PV Project(s): -

Sl. No.	District	Block	Power-Sub-station Name	Capacity Quoted(In MW)

1. We give our unconditional acceptance to the NIT No **09/PR/BSPGCL/2026** , RFP documents attached thereto, issued by BSPGCL. In token of our acceptance to the NIT, RFP document s along with the amendments and clarifications issued by BSPGCL, the same have been digitally signed by us and enclosed with the response to NIT. We shall ensure that the PPA is executed as per the provisions of the NIT and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within 15 months from the date of award of LOA/LOI.

2. We hereby declare that in the event that our firm is selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, within due time as mentioned in ITB of this NIT, on issue of LOA by BSPGCL for the allocated capacity and/or we are not able to sign PPA with Bihar DISCOMs within 30 days of issue of LOA by BSPGCL for the allocated capacity, BSPGCL shall have the right to take action as mentioned in Bid.

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

4. Acceptance: -

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

5. Familiarity with Relevant Indian Laws & Regulations: -

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

6. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our 100% subsidiary, we shall infuse necessary equity to the requirements of NIT. Further we will submit a Board Resolution prior to signing of Agreement with BSPGCL, committing total equity infusion in the SPV as per the provisions of NIT.

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

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

9. The information submitted in our response to the NIT 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 NIT.

10. We confirm that all the terms and conditions of our Bid are valid up to _____ (Insert date in dd/mm/yyyy) for acceptance [i.e., a period of 180 (One Hundred Eighty) Days from the last date of submission of response to NIT].

11. Contact Person

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

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

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

Dated the_____ day of_____, 20….

Thanking you,

We remain,

Yours faithfully,

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

Format 7.2

GENERAL PARTICULARS OF THE BIDDER

S.No	Particulars	Details
1.	Name of the Bidder:	
2.	Type of Bidders (Company /consortium/ IndividualFarmers/group of farmers/co-operatives /panchayats/Farmer Producers Organisation (FPO)/ Water User associations (WUA))	
3.	Registered Office Address (if applicable)	
4.	Address of Bidder	
5.	E-mail	
6.	Website (if applicable)	
7.	Authorized Contact Person(s) with name, designation Address and Mobile Phone No., Email address/ Fax No. to whom all References shall be made	
8.	Year of Incorporation (if applicable)	
9.	Have the bidder/Company ever been debarred by any Govt. Dept. / Undertaking for undertaking any work.	
10.	Bank Details (Name, Account Type, Account No, IFSC Code)	
11.	Reference of any document information attached by the Bidder other than specified in the NIT.	
12.	PAN No. (enclosed a copy)	
13.	Whether the Bidder wishes to form a Project Company for execution of work	Yes/No
14.	GST Address (if applicable)	
15.	GSTID (enclosed a copy) (if applicable)	
16.	Bidding company is listed in India	Yes/No

17.	Details of the Ownership structure (Details of persons owning 10% or more of the Total Paid up equity of the Bidding Company in the Format as below	
18.	Whether company is MSME as on the bidding date	Yes/No

(Signature of Authorized Signatory)

With Stamp

Format 7.3

POWER OF ATTORNEY

(on non-judicial stamp paper of Rs.1000)

(a) Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We ..... (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint, and authorize Mr./Ms. ..... (name & residential address) who is presently employed with us and holding the position of ..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for implementation of grid connected solar Plant in the State in response to the NIT No. **09/PR/BSPGCL/2026** issued by Bihar State Power Generation Company Limited (BSPGCL), Patna including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the BSPGCL may require us to submit. The aforesaid Attorney is further authorized for making representations to the Bihar State Power Generation Company Limited, Patna and providing information / responses to BSPGCL, Patna representing us in all matters before BSPGCL, Patna and generally dealing with BSPGCL, Patna in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned NIT.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the NIT.

Signed by the within named .....(Insert the name of the executant company) through the hand of

Mr. ……duly authorized by the Board to issue such Power of Attorney Dated this …… day of ……

Accepted …….

Signature of Attorney

(Name, designation, and address of the Attorney)

Attested

……
…… (Signature of the executant)

(Name, designation, and address of the executant)

……
Signature and stamp of Notary of the place of execution

Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated ……

WITNESS

1.…… (Signature)
Name……
Designation……

2. ……. (Signature)
Name……
Designation……

3. ……. (Signature)
Name……
Designation……

Notes:
The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
The person authorized under this Power of Attorney, in the case of the Bidding Company / Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid-up share capital of more than Rupees Five crores, should be the Managing Chief Engineer / whole time Chief Engineer/manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a Chief Engineer duly authorized by aboard resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power here under on behalf of the executant(s).

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortiums)

(To be provided by each of the other members of the Consortium in favour of the Lead Member)

(on non-judicial stamp paper of Rs.1000)

KNOW ALL MEN BY THESE PRESENTS THAT M/s……..…… having its registered office at ……..……., 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 NIT No. **09/PR/BSPGCL/2026**

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

i) To submit on behalf of Consortium Members response to NIT.

ii) To do any other act or submit any information and document related to the above response to NIT Bid.

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

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

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

For and on behalf of Consortium Member

M/s…….

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

Name:

Designation:

Place:

Date:

Accepted

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

Attested

(Signature of the executant)

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

Place: .....
Date: .....

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in the NIT.

Format 7.4

Earnest Money Deposit

(on non-judicial stamp paper of Rs.1000)

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

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EMD

(on non-judicial stamp paper of Rs.1000)

In consideration of the.....(Insert name of the Bidder) (here in after referred to as selected Solar Power Developer) submitting the Response **to NIT** *inter alia* **for "Setting up of grid connected solar power plants for solarization of agricultural/Mixed (Ag) Feeders of Power Sub-Stations for sale of power to Bihar DISCOMs at various locations in the state of Bihar through RESCO mode under Feeder Level Solarization-State Scheme"** in response to the NIT No **09/PR/BSPGCL/2026** issued by Bihar State Power Generation Company Limited, (hereinafter referred to as BSPGCL) and BSPGCL agreeing to consider the Bid of ……[Insert the name of the Bidder].

As per the terms of the NIT, the ..... (Insert name and address of the bank issuing the EMD, and address of the head office) (here in after referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to BSPGCL or its authorized representative at Bihar State Power Generation Company Ltd., 5th floor, Vidyut Bhawan, Bailey Road, Patna-800021 forthwith on demand in writing from BSPGCL or any representative authorized by it in this behalf an amount not exceeding Rupees …… (Rs…….) only [Insert amount not less than as calculated as per NIT], on behalf of M/s.....[Insert name of the Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including …… (Insert date of validity of EMD in accordance with this NIT) and shall not be terminable by notice or any change in the constitution of the Guarantor Bank 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 concerned parties.

Our liability under this Guarantee is restricted to Rupees.....(Rs …….) only. Our Guarantee shall remain in force until.....[Date to be inserted as per validity mentioned in Bid] BSPGCL shall be entitled to invoke this Guarantee until.....[Insert Date validity mentioned in Bid,].

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or

any other person. The Guarantor Bank shall not require BSPGCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against BSPGCL in respect of any payment made hereunder.

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

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

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

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

The Guarantor Bank hereby agrees and acknowledges that BSPGCL shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.
Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs…….. (Rs…… only) and it shall remain in force until..... [Date to be inserted on the basis of NIT],
We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if BSPGCL serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this ……. day of …… at …….

Signature
Name:
Designation with Bank Stamp

For:
……. [Insert Name of the Bank]
Banker's Stamp and Full Address:
Dated this …… day of …… 20……
Note: The Stamp Paper should be in the name of the Executing Bank.

Format 7.5

FORMAT FOR PERFORMANCE BANK GUARANTEE
(on non-judicial stamp paper of Rs.1000)

Bank Guarantee No.: .....…
Date: .....……...
NIT No……..
LOI No…….

To,
Senior Manager (F&A),
Bihar State Power Generation Company Limited
Vidyut Bhawan, Bailey Road, Patna-800021

Dear Sir/Ma'am,

Amount of Guarantee: Rs……
Guarantee Cover From:…….
Validity Period upto ……..(15 months from the date of issue of LoI/LoA)
Last date of Lodge of claim:-……..(2 month beyond validity period)

In consideration of [Insert name of the Bidder] (hereinafterreferred to as 'selected RESCO Developer') submitting the response to NIT No. **09/PR/BSPGCL/2026** issued by Bihar State Power Generation Company Limited (herein after referred to as BSPGCL) for "Selection of SPDs for Setting up of Grid Connected Solar Power Plants for Solarization of Agricultural/Mixed (Ag) Feeders of Distribution Sub-Stations for Procurement of Power by BSPGCL at various Locations in the State of Bihar through RESCO Mode under Feeder Level Solarization-State Scheme" for supply of power there from on long term basis and BSPGCL considering such response to the NIT 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 Solar Power Project of the Solar Power Developer and issuing Letter of Intent No……dated…… to (Insert Name of selected Solar Power Developer) as per terms of NIT and the same having beenaccepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer M/s……

As per the terms of the NIT, the[Insert name & address of Bank] hereby agrees unequivocally, irrevocably, and unconditionally to pay to Bihar State Power Generation Company Limited (herein after referred to as BSPGCL), Vidyut Bhawan, Bailey Road, Patna-800021 [Insert Name of the Place from the address of the BSPGCL] forthwith on demand in writing from BSPGCL or any Officer authorized 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 RESCO Developer/ Project Company]

This guarantee shall be valid and binding on this Bank up to and including…(validity

period)….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…(Validity Date….) BSPGCL shall be entitled to invoke this
Guarantee till …….(claim date)

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

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

We shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by_____[Insert name of the selected RESCO Developer/ Project Company as applicable] and/or any other person. The Guarantor Bank shall not require BSPGCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against BSPGCL in respect of any payment made hereunder.

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

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted

to INR_____(Indian Rupees_____Only) and itshall remain in force until ……(validity date)…. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if BSPGCL serves upon us a written claim or demand upto …….(Claim date).

Signature: _____

Name: _____ Power of Attorney No.: __

For

_____[Insert Name and Address of the Bank] _____ Contact Details of the Bank:

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

Dated this____day of_____, 20__
Witness:

1.……Signature
Name and Address

2.……Signature
Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any Scheduled National Bank located in India.

Format 7.6

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 NIT, vide NIT No. **09/PR/BSPGCL/2026** for **"Setting up of grid connected solar power plants for solarization of agriculture/mixed (AG) feeders of Power Sub-Stations for sale of power to Bihar DISCOMs at various locations in the state of Bihar through RESCO mode under Feeder Level Solarization- State Scheme"** including signing and submission of all documents and providing information/ response to NIT to Bihar State Power Generation Co. Ltd. (BSPGCL), representing us in all matters before BSPGCL, and generally dealing with BSPGCL in all matters in connection with our bid for the said Project. (To be provided by the Bidding Company or the Lead Member of the Consortium)

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

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

3. **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%)**

4. **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

5. **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 NIT.
[To be passed by the Lead Member of the Bidding Consortium]

6. NOT USED

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Directors.

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 a 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 7.7

FORMAT FOR CONSORTIUM AGREEMENT

(on non-judicial stamp paper of Rs.100)

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 NIT for **"Setting up of grid connected solar power plants for solarization of agricultural/Mixed (Ag) Feeders of Power Sub-Stations for sale of power to Bihar DISCOMs at various locations in the state of Bihar through RESCO mode under Feeder Level Solarization –State scheme"** in Bihar and execution of Power Purchase Agreement (in case of Award), against NIT No. **09/PR/BSPGCL/2026** issued by Bihar State Power Generation Co. Ltd. (BSPGCL) having its office at 5th floor, Vidyut Bhawan, Bailey Road, Patna-800021.

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 DISCOMs desires to purchase Power under Setting up of Grid Connected Solar PV Power Projects in the state of Bihar.

WHEREAS, BSPGCL had invited response to NIT vide NIT No. **09/PR/BSPGCL/2026**.

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

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

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 signing of agreement with DISCOMs, the controlling shareholding (having not less than 51% of the voting rights and paid-up share capital) in the Project Company developing the Project shall be maintained for a period of 03(Three)Year after commencement of supply of power.

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 PPA.

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

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

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

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

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 Bihar DISCOMs in terms of the NIT.

12. It is further expressly agreed that this consortium 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 Bihar DISCOMs.

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

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 PPA except with prior written consent of Bihar DISCOMs.

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 BSPGCL/ Bihar DISCOMs.

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

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 ----------
Name:
Address:

2) Signature ----------
Name:
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

Note: - Technology Partner in a Consortium shall be a Company with equity participation less than 10%.

Format 7.8

FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT

(To be submitted on the letterhead of Bidding Company)

To,

The Chief Engineer,
Bihar State Power Generation Company Ltd.,5th floor, Vidyut Bhawan, Bailey Road, Patna-800021
Phone: 7763813863
Email: chiefengineerbspgcl@gmail.com

Sub: In response to NIT No. **09/PR/BSPGCL/2026** for setting up of grid connected solar power plants for solarization of segregated/Mixed agriculture feeders of Power sub-stations of for sale of power to Bihar DISCOMs at various locations in the state of Bihar through RESCO mode, under Feeder Level Solarization –State Scheme

Dear Sir/ Madam,

We submit our Bid/Bids for the total capacity of ..... MW for which details of our Financial Eligibility Requirements are as follows.

We have verified the relevant statutory and other records of M/s [Name of the Single Business Entity/Consortium Member/Group Business Entity], and certify that the net worth isINR ..... Crores(Indian Rupees ..... Crores) as on the last date of the Financial Year.

Sl. No.	Particulars	FY 2022-23 (in INR Crores)	FY 2023-24 (in INR Crores)
1	Aggregate value of the paid-up share capital Fully, compulsorily and mandatorily convertiblePreference shares Fully, compulsorily and mandatorily convertibleDebentures		
2	Add: All reserves created out of the profits and securities premium account		
3	Subtract: Accumulated losses		
4	Subtract: Deferred expenditure		
5	Subtract: Miscellaneous expenditure not written off		
6	Net worth* as on the last date ending Financial Year (1+2-3-4-5)		
Note: * The above Net worth does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.			

We have submitted the unconsolidated audited financial statements along with the supporting notes as annexure for FY 2022-23 and 2023-24.

This certificate highlighting the breakup of the net worth including the reference of the various notes in the annual accounts is being issued to be produced before BSPGCL against NIT no. 04/PR/BSPGCL/2025.

* The Financially Evaluated Entity may be the Bidding Company itself.

Yours faithfully

(Signature and stamp (on each page) of Authorized Signatory of Bidding Company.

Name: …….

Date: ……

Place: ……

(Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidding Company.

Name: ……

Date: …….

Place: ……

Format 7.9

FORMAT FOR DISCLOSURE

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

DISCLOSURE

Ref. No._____ Date: _____
From:_____
(*Insert name and address of Bidding Company/Lead Member of Consortium*)
Tel.#:
Fax#:
E-mail address#
To
The Chief Engineer,
Bihar State Power Generation Co. Ltd.,
5th floor, Vidyut Bhawan, Bailey Road, Patna-800021
Phone: 7763813863
Email: chiefengineerbspgcl@gmail.com

Sub: **In response to NIT No. 09/PR/BSPGCL/2026 for setting up of grid connected solar power plants for solarization of segregated/Mixed agriculture feeders of Power sub-stations of for sale of power to Bihar DISCOMs at variouslocations in the state of Bihar through RESCO mode, under Feeder Level Solarization- State scheme.**

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the NIT Selection process for the NIT No. **09/PR/BSPGCL/2026** and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participatingin this selection process.

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 NIT will be rejected and if LOA has been issued or agreement with BSPGCL has been signed, the same will be cancelled and the bank guarantees will be encashed, and recoveries will be affected for the payments done.

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

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref. No._____ Date: _____
From:_____
(*Insert name and address of Bidding Company/Lead Member of Consortium*)
Tel.#:
Fax#:
E-mail address#:
To
The Chief Engineer,
Bihar State Power Generation Co. Ltd.,
5th floor, Vidyut Bhawan, Bailey Road, Patna-800021
Phone: 7763813863
Email: chiefengineerBSPGCL@gmail.com

Sub: In response to NIT No. 09/PR/BSPGCL/2026 for setting up of grid connected solar power plants for solarization of segregated/Mixed agriculture feeders of Power sub-stations of for sale of power to Bihar DISCOMs at various locations in the state of Bihar through RESCO mode, under Feeder Level Solarization-State Scheme.

Dear Sir/ Madam,

I/ We,_____(*Insert Name of the Bidder*) enclose herewith the Financial Proposal for selection of my/ our firm for a cumulative capacity of _____MW under this NIT as Bidder for the above.

We are submitting NIT for the development of following Solar PV Project(s): -

Sr. No	District	Block	Sub-station Name	Feeder Name	Bidding Capacity (In MW)
1					
2					
3					

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to NIT 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.

Annexure – A

CHECK LIST FOR BANK GUARANTEES

Sl. No.	Details of Checks	Yes/ No
1.	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution.	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp Paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4.	Has the executing Officer of BG indicated his name, designation, and Power of Attorney No./Signing Power no. on the BG?	
5.	Is each page of BG duly signed/initialled by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	Are the factual details such as Bid Document No./Specification No./LOA No. (if applicable)/Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	

10.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

Annexure – B

LIST OF BANKS

1. SCHEDULED COMMERCIAL BANKS	3. SCHEDULED PRIVATE BANKS
SBI AND ASSOCIATES	1. Federal Bank Ltd.
1. State Bank of India	**4. SCHEDULED PRIVATE BANKS**
2. State Bank of Indore	2. ING Vysya Bank Ltd.
NATIONALISED BANKS	3. Axis Bank Ltd.
1. Allahabad Bank	4. ICICI Bank Ltd.
2. Andhra Bank	5. HDFC Bank Ltd.
3. Bank of India	6. Yes Bank Ltd.
4. Bank of Maharashtra	7. Kotak Mahindra Bank
5. Canara Bank	8. IndusInd Bank Ltd.
6. Central Bank of India	9. Karur Vysya Bank
7. Corporation Bank	10. Catholic Syrian Bank
8. Dena Bank	11. City Union Bank
9. Indian Bank	12. Dhanlaxmi Bank. Ltd
10. Indian Overseas Bank	13. Jammu & Kashmir Bank Ltd
11. Oriental Bank of Commerce	14. Karnataka Bank Ltd
12. Punjab National Bank	15. Laxmi Vilas Bank Ltd
13. Punjab & Sind Bank	16. Nainital Bank Ltd
14. Syndicate Bank	17. Ratnakar Bank Ltd
15. Union Bank of India	18. South Indian bank Ltd
16. United Bank of India	19. Tamilnad Mercantile Bank Ltd
17. UCO Bank	20. DCB Bank Ltd
18. Vijaya Bank	21. IDFC Bank
19. Bank of Baroda	
2. OTHER PUBLIC SECTOR BANKS	
12. IDBI Bank Ltd.	

Annexure-C

Indicative Land Lease Agreement

This **AGREEMENT OF LEASE** entered into on this ..... day of ..... at …….

BETWEEN:

(Herein after referred to as the "LESSOR/OWNER", which expression shall, wherever the context so requires or admits, SHALL mean, and include his legal heirs, executors, administrators, and assignees).

AND:

…… (Name of Solar Power Developer (SPD)) Represented by (herein after referred to as the **"LESSEE"**, which expression shall, wherever the context so requires or admits, SHALL mean, and include its executors, administrators, and assignee successors in interest).

I. WHEREAS the Lessor is the owner in possession of the Barren/Agricultural land measuring/Pasture lands/ Marshlands of farmers …… Acre …… Gata No… Khatoni No…… Khasra No ……..……. situated at Village/City ……. Tehsil District which is more fully described in the Schedule here under and here in after referred to as the Schedule property.

II. WHEREAS the …… (Name of SPD) being a……. (Details of SPD) with an object to plan, develop and operate Solar Energy based Power Plant under MNRE Scheme notified on 8thMarch 2019.

III. (a) WHEREAS pursuant to the request of the Lessee, the Less or has agreed to grant the lease, the Lessee has agreed to take on lease from the Less or the land which is more fully described in Schedule written hereunder and hereinafter referred to as "THE SCHEDULE PROPERTY" for setting up of the "Power Plant".

(b) That pursuant to the request of the Lessee, the Less or has submitted an application under Section…… of Bihar Revenue code-2006 for the conversion of the land and on behalf of the Lessor/owner the (Name of SPD) shall presume that the land is deemed to have been converted for non-agricultural purposes.

IV. NOW THIS AGREEMENT OF LEASE WITNESSES THAT in consideration of the above and of the mutual covenants of the Parties hereto, the Less or hereby grants and the Lessee hereby accepts the lease of the Schedule property on the following terms and conditions:

1. PURPOSEOF LEASE:

The grant of lease by the Less or to the lessee in respect of the Schedule property is for the purpose of developing a Power Plant under MNRE Scheme notified on8thMarch2019.

2. *PERIOD OF THE LEASE*

The period of this Lease shall be for Twenty-seven (27) years from this day which may be renewed at the option of the Lessee and Less or for further period, on such mutually agree able terms as maybe agreed at the time of renewal, by both the parties, by executing and registering separate Lease Agreement.

3. *RENT*

i. The rent payable by the Lessee to the Less or for the Schedule Property shall be Rs……/- (Rupees) only per annum per Acre. The portion of the land less than one Acre shall be calculated in terms of square meter and the rent payable for the same shall be at Rs… /-per square meter or part thereof, per annum.

OR

The rent payable by the Lessee to the Less or after Commercial Operation of the power plant shall be Rs. per unit of total power generated from the power plant installed on the land of Lessor. Till the start of commercial operation of the plant, the rent shall be Rs… ...../- (Rupees ……) only per annum per Acre.

ii. The annual rent shall be paid in twelve equal instalments and each instalment to be paid by 5th day of every month, by crediting the same to the Lessor's Bank Account the details of which may be furnished by the Less or from time to time.

OR

In case of lease rent on the basis of Rs per unit, the monthly lease rent would be calculated on the basis of monthly electricity injected into the grid from the power plant installed on the land of Lessor.

iii. [on mutual agreement between Lessor and Lessee] The rent hereby reserved shall be paid by enhancing the same at the end of every……year(s), at …. % on the rent hereby agreed.

iv. If the Lessee delays the payment of rent by due date of every month, for any reason, the same shall be paid by adding the interest at the rate ……% for the said delayed period.

4. *GENERAL TERMS*

i. In consideration of the rent herein agreed as payable to the Lessor being paid by the Lessee regularly and on complying other terms and conditions and covenants by the Lessee, the Lessee shall peacefully possess and enjoy the Schedule Property during the lease period without any interruption by the Lessor.

ii. The Lessor shall allow the Lessee or its representatives to conduct survey and other related work.

iii. The Lessor has no objections for the Lessee to establish the……Power Plant in the Schedule property which is the purpose of the grant of this lease and to that effect the Lessee entering into any agreement/s, deeds with companies, individuals, developers/third party etc. in respect of the Schedule property.

iv. The Lessor has no objections for the Lessee or its representatives for installation of machineries, equipment's, etc. for generation of power in the Schedule property and all work relating to thereto including but not limited to laying poles, wires, etc.

5. EVENT OF SALE, ACCEPTANCE OF LEASE BY THE NEW OWNER

i. In the event of default by the Lessee the land rights to be transferred to BSPGCL or lender(s) which would be further transferred to a new developer. The new developer would be responsible for payment all land dues i.e. rent and arrears to Government or Private land owners.

ii. In the event of the owners transferring their rights/interest in any manner during the existence of the lease to any other person, the same may be allowed without affecting the rights of the Lessee under the Lease Agreement in any manner and the owners/purchasers/transferees shall inform the Lessee about the acquiring of the right/interest in respect of the leased property and on receipt of such information, the Lessee shall accept such new purchaser's/ transferee's ownership of the land and obtain a written confirmation from such new owner/purchaser/transferee to the effect that he will be bound by the terms of the Lease Agreement.

iii. In the event of the owners transferring their rights/ interest to any other person, the same maybe informed to the Lessee and the Lessor shall ascertain and obtain all the necessary documents from the transferee to the effect that the transferee will be bound by the terms and conditions of the Lease Agreement for the balance period of the lease or for using the said documents for renewal of the lease for the balance period.

iv. During the subsistence of the lease, the Lessor shall not carry any activity, in the Schedule property, other than those agreed in this agreement.

v. The change in the legal status of the Lessee shall not affect the terms and conditions of this Agreement.

vi. The original Lease Agreement shall be with the Lessee and the copy of the same will be with the Lessor.

vii. In the event of any dispute in respect of the land, the Lessee shall deposit the rent in the concerned civil court. In the event of retention of the rent with the Lessee, the Lessee shall be paid the same together with interest thereon at the rate… % for such period.

viii. The Lessee shall not offer or create any charge or encumbrance by offering the same as by way of mortgage, security, etc. in favourof any Banks or financial institutions in respect of the loans or advances or any other financial facilities that may be availed by the Lessee.

ix. The owners shall pay the land tax/revenue in respect of the lands.

6. PAYMENT OF STAMP DUTY AND REGISTRATION CHARGES:

The stamp duty and other registration charges, as applicable for this Agreement of Lease shall be paid by the Lessee.

7. FORCEMAJEURE:

It is also agreed and understood between the parties that in case of any mishap due to fire, earthquake, strike, floods, tempest, war, riot, civil war or civil commotions, mob violence, civil disturbance, act of God or on account of terrorist attack, the Lessor shall not be liable for any loss or damage that may be occasioned to the Lessee/its merchandise.

8. ADDRESSES FOR CORRESPONDENCE, ETC.

Any notice and/or communications between the Parties shall be deemed to be sufficient, if delivered by hand under acknowledgement or sent by registered post acknowledgement due to the following address or the address that may be intimated in writing to the Lessee by the Lessor from time to time.

LESSOR'S:

LESSEE'S:

9. LESSOR'S DUTIES, COVENANTS AND OBLIGATIONS

a) The Lessor hereby covenants with the Lessee that the Lessee paying regularly the rents hereby reserved and performing and observing all the covenants of the Lessee herein contained, shall be entitled, during the subsistence of this lease to enjoy the Schedule property without let, hindrance or interference from the Lessor or any other person/s claiming through or under him; Still, in the event of the Lessee restrained from enjoying the peaceful possession of the Schedule property or on account of any action by the Government during the period of lease and in the event of dispossession of the Lessee from the Schedule property or any portion thereof forcibly, due to any default of the Lessor, the Lessor shall make good the reasonable loss that may be suffered by the Lessee.

b) The Lessor shall offer necessary support and co-operation to the Lessee in its process to obtain required permission/s, approval/s, clearances, etc., from any Statutory Authority or other Local Bodies for the purpose of obtaining and license, permissions, etc., for installation of power plant. However, obtaining such permission/s, approval/s, clearances, etc., shall be the sole responsibility of Lessee.

10. LESSEE'S COVENANT AND OBLIGATIONS

The Lessee hereby covenants with the Lessor as under:

i. The Schedule property shall be utilized for the purpose referred to in Clause (1) above.

ii. The Lessee shall pay the rents (as per Clause (3)) regularly and promptly.

11. TERMINATION AND RE-ENTRY

The Lease shall be determinable under all or any of the following circumstances, namely -

i. By efflux of time.

ii. In the event of breach by either party of the terms, conditions, and covenants hereof.

iii. if the Scheduled Premises or any part thereof is severely damaged or destroyed due to any unforeseen circumstances or civil commotion, act of God, etc., and these damages be not restored to by the LESSOR within a reasonable time or if the demised premises is acquired compulsorily by any authority.

iv. After the expiry of lease period, the Lessee shall handover the land to the Lessor as it was existed previously at the time of this agreement (subject to normal wear and tear).

12. VARIATION:

The Lessor and the Lessee hereto acknowledge that this agreement supersedes all prior communications between them including all oral or written proposals. Any variation, addition, and modifications of this agreement between the parties shall be valid only if in writing by the Lessor and Lessees authorized representative.

13. ARBITRATION:

i. Any disputes or differences arising between the Parties hereto as to the effect, interpretation or application any of the clauses of this LEASE AGREEMENT or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, or consequent to, or in connection with this LEASE AGREEMENT shall be referred to and resolved by Arbitration by referring the same for arbitration to any retired District Judge and shall be resolved finally at his arbitration under Arbitration and Conciliation Act 1996 and its Amendments or any other Enactment. The Arbitration proceedings shall be held at ..... and shall be in English/Language.

ii. This LEASE AGREEMENT shall be governed by the laws of India. The Courts at alone shall have the jurisdiction to entertain and or try any dispute arising out of or in connection with or in relation to the terms of this LEASE AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed these presents in the presence of the witnesses attesting here under on the day, month and year mentioned here in above.

LESSOR **LESSEE**

WITNESSES:

1.

2.

Seal of Company

Name of Seller:

Date:

Signature:

Annexure D

Reference Bidders' Declaration Format associated with Implementation of ALMM Order

(On the letter head of the bidder)

To Whomsoever this may concern

Reference: (NIT no. and description)

1. We hereby declare that we are fully aware of the binding provisions of the ALMM order and the Lists there under, while quoting the rate in the tender no. [tender number] floated by [name if tendering authority]

2. We shall use the Solar PV module made in India using solar cells made in India (DCR), being ALMM List-I modules with List-II cells.

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

Name:

Designation:

Organization:

Date:

(Signature and Stamp)

SCHEDULE 1: PARTICULARS OF THE PROJECT

S. No.	Item	Description
1.	Project Capacity	---------- MW
2.	Solar PV Module Make	-
3.	Solar PV Module Model No.	-
4.	Module Rating in kW	-
5.	Technology Used	-
6.	**No. of modules**	-
7.		-
8.	**Key Accessories**	-
9.	Inverter (Make, Rating)	-
10.	Transformer (Make, Rating)	-
11.	AC/DC/AC System (Yes/No)	-
12.	Rated Voltage (V)	-
13.		-
14.	**Units to be generated per annum (kWh) at projected CUF**	-
15.	**Auxiliary Consumption (kWh)**	-
16.	**Reactive Power Requirement**	-
17.	**Type of Utilization**	-
18.	**Scheduled Month/Year of Commissioning**	15 months
19.	**Capacity Utilization Factor (CUF) %**	------- %
20.	**Type Test Certificate**	-
21.	**Any Other Documents**	-

Company Seal

Name of SPD

Date: Signature:

SCHEDULE 2: LOCATION OF THE PLANT

To be filled & duly signed by the SPD

S. No.	Particulars	Details to be filled up by the Seller
1.	**Land Purchase / Lease Date**	*To be provided separately*
2.	**Total area of the land in possession**	*-do-*
3.	**Name of (a) village (b) Tehsil (c) District** **Location / Installation**	*Village-* *Tehsil-* *District-* *State-* **Bihar**
4.	**Survey no.**	*To be provided separately*
5.	**Whether counter survey of the land is carried out (copy enclosed)**	*To be provided separately*
6.	**Power Evacuation system used for transmitting the power generated from the plant to the Delivery point**	*To be provided separately* *in consultation with Procurer/ DISCOM*

Seal of the Company: Name of the SPD: M/s _____

Date: Signature:

SCHEDULE 3: PLANT LAYOUT

Attach Appropriate Drawings/Documents

(To be provided separately)

SCHEDULE 4: SITE DRAWING

Attach Appropriate Drawings/Documents

(To be provided later)

SCHEDULE 5: FORMAT FOR MONTHLY POWER BILL

To be prepared as per requirements

SCHEDULE 6: PARAMETERS AND TECHNICAL LIMITS OF SUPPLY

1. Electrical characteristics

- Three phase alternating current
- Nominal declared frequency: 50 Hz
- Final Voltage at Delivery Point: 33/11 kV

(Pooling Stations)

Short Circuit Rating:

As part of the detailed design process, the Seller shall calculate the short circuit rating (minimum and maximum) and supply this information to the Procurer(s).

Note: The tolerances & Electrical characteristics variations will be as per STU / CTU performance standards. The electrical clearances will be as per relevant standard.

- Basic insulation level of 33/11 kV
- Transformer(s) 550 kVp
- Bushing(s) 650 kVp
- Equipment 650 kVp

2. Quality of Service

The SPD shall be responsible for the delivery of energy conforming Performance Standards for Transmission and Bulk Supply as approved by the Procurer / DISCOM.

The Project SPV shall maintain harmonics levels as specified in IEEE 519.

Phase voltage unbalance will be limited to one percent (1%).

3. Power Factor

The SPD shall maintain the Power Factor as per the prevailing SERC / CERC regulations and as may be stipulated / specified by the DISCOM from time to time. The seller shall provide suitable protection devices, so that the Electric Generators could be isolated automatically when grid supply fails.

Connectivity criteria like short circuit level (for switchgear), neutral Grounding, fault clearance time, current unbalance (including negative and zero sequence currents), limit of harmonics etc. shall be as per Grid Code

The Project Site is located at Village---------- Tehsil----------

SCHEDULE 7: TECHNICAL LIMITS

1. The nominal steady state electrical characteristics of the system are as follows:
   a. three phase alternating current at 50 Hertz plus or minus 0.5 Hertz.
   b. nominal voltage of ……with +.....% to..... % variation.

2. The Project shall be designed and capable of being synchronized and operated within a frequency range of 47.5 to 51.5 Hertz and voltage of .....KV
3. Operation of the Project outside the nominal voltage and frequency specified above will result in reduction of power output consistent with generator capability curves.

Remarks: (To be finalized in consultation with STU / DISCOM)

SCHEDULE 8: APPROVALS

1. Consent from the DISCOM the evacuation scheme for evacuation of the power generated by the ---- MW Solar Power Projects.
2. Approval of the Electrical Inspectorate, Government of respective State for commissioning of the transmission line and the ---------MW Solar Power Projects.
3. Certificate of Commissioning of Solar Power Plant at the Project Site.
4. Certificate of Commissioning of Solar Power Project issued by Concerned SLDC.
5. Permission from all other statutory and non-statutory bodies required for the Project.
6. Clearance from the Airport Authority of India, if required.
7. Clearance from the Department of Forest, Ecology and Environment, if required.

Remark: (To be provided separately)

SCHEDULE 9: TESTING PROCEDURES

SPD and Procurer shall evolve suitable testing procedures three (3) months before the Commercial Operation Date of the Project considering relevant standards.

SCHEDULE 10: FORMAT FOR COMMISSIONING CUM COD CERTIFICATE

Certificate No: - Feeder Level Solarization/……

This is to certify that M/s **<Name of Developer>**has successfully commissioned **<Capacity> MW (AC)/ <Capacity> MWp (DC) Solar PV Power Generation Project** at **<Loacation>, Bihar**, connected with **33/11 kV <Name of Power Sub-Station>** on **<Date>** and **<Capacity> MW (AC)/ <Capacity> MWp (DC)** is available for commercial operation as per the provisions of the Power Purchase Agreement (PPA).

Brief details of the above Solar PV Power Generation Project synchronized, commissioned and available for Commercial Operation are given as under:

1. **Details of Inverter Distribution Transformer (IDT)-MAKE** & **Rating**

2. **Make & Quantity of PV Modules**
3. **Details of Inverter**: - **Make and Rating**
4. **Location of the Plant/PSS:-**
5. **Connectivity**

    a. <Capacity> Solar PV Power Project connected to 33/11 kV **<Name of Power Sub-Station>** through dedicated 11 kV/33 kV transmission line.

6. **Date of Commissioning and Commercial Operation:-**

The Certificate has been issued on the basis of the following documents:-

1. Synchronization Certificate
2. Electrical Inspector Letter.

SCHEDULE 11: ***Synchronization Certificate***

It is certified that **<Capacity> MW (AC)/ <Capacity> MWp (DC)** Solar Photovoltaic Power Project of M/s. **<Name of Developer>** , at the Project Site at <Project Location> was Grid connected on <Date>.

It is further certified that the Project was synchronized with 33/11KV <Name of PSS> Power Sub-Station and ……..kW & …….. kW inverters were synchronized with the system for supply of power into the grid from the Project on <date>.

The above certificate is issued on the basis of MRI/RMR record.

Encl:- Copy of MRI/RMR record