

Maharashtra State Electricity Distribution Co. Ltd

**REQUEST FOR SELECTION (RfS) DOCUMENT FOR
PROCUREMENT OF 50 MW POWER GENERATED FROM
BIOMASS PROJECTS IN MAHARASHTRA**

RfS No. MSEDCL/RE/BIOMASS/2018/38 Dated 06.12.2018

ISSUED BY

**Maharashtra State Electricity Distribution Co. Ltd.
(MSEDCL)**



**Chief Engineer (RE)
Power Purchase Section, 5th Floor, 'Prakashgad', Bandra
(East), Mumbai – 400 051**

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BID INFORMATION SHEET

Under the Policy issued by Government of Maharashtra for power generation from Non-conventional sources of energy and the Regulations issued by MERC, MSEDCL has decided to carry out the bidding process for selection of Renewable Generator/s to whom the Contract may be awarded for generation and supply of power up to 50 MW from biomass projects for fulfillment of non- solar RPO target on a long- term basis for a period of 20 years.

Document Description	REQUEST FOR SELECTION (RfS) DOCUMENT FOR PROCUREMENT OF POWER GENERATED FROM BIOMASS PROJECTS IN MAHARASHTRA
Type of Project	Biomass
RFS No. and Date	MSEDCL/RE/BIOMASS/2018/38 dated 06.12.2018
Contract Period	20 years
Total installed Capacity of the Bid	50 MW
Method of procurement	Bidding followed by e-Reverse Auction
Minimum Installed Capacity of the Plant of the Bidder (MW)	5 MW
Downloading of Tender Documents	As per the NIT on TCIL Portal
Pre- Bid Meeting	As per the NIT on TCIL Portal (Venue will be notified later on MSEDCL website)
Last Date & Time for Submission of Response to RFS (Online)	As per the NIT on TCIL Portal
Techno-Commercial Bid Opening	As per the NIT on TCIL Portal
Financial Bid Opening	Will be informed to bidders qualified in Technical Evaluation
e-Reverse Auction	Will be informed to bidders qualified in Technical Evaluation
Cost of RFS Document (Non-refundable)	₹25000 + 18% GST (to be submitted in the form of DD/Pay Order, along with the response to RfS in favour of "Maharashtra State Electricity Distribution Co. Ltd", payable at Mumbai)
TCIL Registration/ Bidding Fee (non-refundable)	₹3000 + applicable taxes/ ₹15000 + applicable taxes
TCIL e-Reverse Auction Fee (non-refundable)	₹15000 + applicable taxes
Bid Security	₹10,00,000 per MW of exportable capacity offered

(Earnest Money Deposit)	
Performance Guarantee (For New Plants yet to be commissioned)	₹20,00,000 per MW of exportable capacity offered
Source of the Fuel	Biomass
Location of the Project	Within Maharashtra
Ceiling Tariff	₹ 5.00 per unit (50% of the tariff to be treated as variable cost)
Name, Designation, Address and other details (For Submission of Response to RFS)	Chief Engineer, Renewable Energy Section, Maharashtra State Electricity Distribution Co. Ltd. 5th Floor, Prakashgad, Bandra (East), Mumbai – 400 051 Email – ncetendersedcl@gmail.com
Important Note: Prospective Project Developers are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the https://www.tcil-india-electronictender.com No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually. Intimation regarding notification/amendments/clarifications etc. shall be updated on www.mahadiscom.in and the details will only be available from https://www.tcil-india-electronictender.com	

Note:

1. The Notice Inviting Tender (NIT), the RfS (Request for Selection) and the draft PPA are given in the tender document. The intending firms are required to go through the same carefully and note that all terms and conditions mentioned therein shall form the part of the contract agreement. The set of contracts will neither be issued manually nor be sent by post or courier; the same can be viewed and downloaded from TCIL Portal w.e.f. 06.12.2018.
2. The applications are to be submitted electronically through e-tendering at <https://www.tcil-india-electronictender.com> and other mode of submission of bids shall not be accepted. The procedure for filling the bid is given in RfS.
3. The corrigendum and amendments if any shall be uploaded on <https://www.tcil-india-electronictender.com>. Therefore, all bidders are requested to frequently visit the web sites at least till the schedule date of opening of bids.
4. The Tender Documents shall also be available on www.mahadiscom.in.

GLOSSARY

AOA	Article of Association
APTEL	Appellate Tribunal for Electricity
BG	Bank Guarantee
B-O-O	Build-Own-Operate
BR	Business Resolution
CCA	Controller of Certifying Authority
CERC	Central Electricity Regulatory Commission
COD	Commercial Operation Date
DD	Demand Draft
DPR	Detailed Project Report
DSC	Digital Signature Certificate
EKB	Time Locked Electronic Key Box
EMD	Earnest Money Deposit
e-RA	e-Reverse Auction
ETS	Electronic Tendering System
FY	Financial Year
GoM	Government of Maharashtra
kV	Kilo Volt
kW	Kilo Watt
kWh	Kilo Watt hour
LOI	Letter of Intent
LOA	Letter of Award
MA	Marketing authority
MEDA	Maharashtra Energy Development Agency
MERC	Maharashtra Electricity Regulatory Commission
MNRE	Ministry of New and Renewable Energy
MOA	Memorandum of Association
MOD	Merit Order Dispatch
MPCB	Maharashtra Pollution Control Board

MSEB	Maharashtra State Electricity Board
MSEDCL	Maharashtra State Electricity Distribution Company Limited
MSETCL	Maharashtra State Electricity Transmission Company Limited
MW	Mega Watt
NIT	Notice Inviting Tender
NOC	No Objection Certificate
OA	Open access
PBG	Performance Bank Guarantee
PLF	Plant Load Factor
PPA	Power Purchase Agreement
RE	Renewable Energy
REC	Renewable Energy Certificate
RFP	Request for Proposal
RFS	Request for Selection
RPO	Renewable Purchase Obligation
SLDC	State Load Despatch Centre
STU	State Transmission Utility
TCIL	Telecommunications Consultants India Limited
TOE	Tender Opening Event
TSC	Tender Search Code

DISCLAIMER

1. The information contained in this document (the "Bidding Document") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of MSEDCL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out here and such other terms and conditions subject to which such information is provided. Both the Section is an integral part of the Bidding Document and can be read accordingly.
2. This Bidding Document is not an agreement and is neither an offer nor invitation by MSEDCL to the prospective Bidders or any other person. The purpose of this Bidding Document is to provide interested parties with information that may be useful to them in the formulation of their application (the "Application") and financial bids (the "Bid") for qualification and selection of this Bidding Document. This Bidding Document includes statements, which reflect various assumptions and assessments arrived at by MSEDCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Bidding Document may not be appropriate for all persons, and it is not possible for MSEDCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bidding Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bidding Document and obtain independent advice from appropriate sources.
3. Information provided in this Bidding Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MSEDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. MSEDCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bidding Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bidding Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bidding Document or arising in any way with pre-qualification of Bidders for participation in the Bidding Process.

5. MSEDCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bidding Document.
6. MSEDCL reserves the right to modify, amend or supplement this RfS document including Power Purchase Agreement (PPA).
7. The issue of this Bidding Document does not imply that MSEDCL is bound to select and short-list pre-qualified Applications for opening of the Bids or to appoint the selected Bidder or Supplier, as the case may be, for the Project and MSEDCL reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Application and Bid including but not limited to registration, preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MSEDCL or any other costs incurred in connection with or relating to its Application and Bid. All such costs and expenses will remain with the Bidder and MSEDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Application and Bid, regardless of the conduct or outcome of the Bidding Process.
9. Though adequate care has been taken while preparing the RfS document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. MSEDCL will make effort to respond to the same in the Pre-Bid Meeting. If no intimation is received from any Bidder till the pre-bid meeting date, it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.

Place: Mumbai

Date: 06.12.2018

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SECTION 1: INTRODUCTION, BACKGROUND & SCHEME DETAILS

1 Introduction, Background & Scheme Details

1.1 INTRODUCTION

- 1.1.1 The erstwhile Maharashtra State Electricity Board was looking after Generation, Transmission & Distribution of Electricity in the State of Maharashtra barring Mumbai. But after the enactment of Electricity Act 2003, MSEB was restructured into 4 Companies viz. MSEB Holding Co. Ltd., Maharashtra State Electricity Distribution Co. Ltd. (Mahavitaran / MSEDCL), Maharashtra State Power Generation Co. Ltd. (Mahagenco) and Maharashtra State Electricity Transmission Co. Ltd. (Mahatransco) on 6th June 2005. Maharashtra State Electricity Distribution Co. Ltd.
- 1.1.2 MSEDCL being a deemed licensee distributes electricity to consumers across the State except some parts of Mumbai and gets power from MAHAGENCO, Central Sector, Renewable Projects and private projects to meet their demand.

1.2 BACKGROUND

- 1.2.1 The Government of Maharashtra had framed the RE policy, *“Grid-connected Power Projects based on New and Renewable (Nonconventional) Energy Sources, 2015”*, for power generation from Non-conventional sources of energy. As per the said policy, MSEDCL was provided with a target of procuring 300 MW (installed capacity) of power from Bio-Mass power projects by FY 2020-21. Accordingly, till date MSEDCL has executed Power Purchase Agreements (PPA) with biomass projects for a total installed capacity of 236 MW.
- 1.2.2 Also, being into a Regulatory regime, it is an obligation of MSEDCL to procure renewable power to meet their RPO as specified in the Regulations issued by the Hon'ble Maharashtra Electricity Regulatory commission, as and when amended from time to time basis. Accordingly, MSEDCL needs to procure the renewable power from various source to meet the Renewable Purchase Obligation.
- 1.2.3 Under the Policy issued by Government of Maharashtra and the Regulations issued by MERC, MSEDCL has decided to procure power of 50 MW biomass projects for fulfillment of non - solar RPO target on a long-term basis for a period of 20 years starting from effective date of PPA or from the date of COD of the biomass plant. MSEDCL therefore, has decided to carry out a bidding process for selection of Renewable Generator/s as “the Bidder” to whom the Contract may be awarded for generation of power from Biomass projects and supply power to MSEDCL as per the terms & conditions specified in the bidding document.

1.2.4 This Request for Selection document (hereinafter called RfS) has been prepared in line with the guidelines issued by MNRE.

1.2.5 The brief responsibility of the Successful bidder shall be to supply power as given below to MSEDCL as per the terms and conditions specified below:

No.	Scope	Details
1.	Type of Project	Biomass Project
2.	Source of Fuel	Biomass
3.	Location of the Project	Within Maharashtra
4.	Contract period	20 years
5.	Requisitioned installed capacity (MW)	50 MW
6.	Minimum Installed Capacity of the Plant of the Bidder (MW) or; Minimum Capacity for bidding	5 MW
7.	Ceiling Tariff for Bidding (Rs./kWh)	Rs. 5.00 per unit (50% of the tariff to be treated as variable cost)
8.	Scheduled Delivery Date	Within 18 months from the date of execution of PPA.
9.	Delivery Point	Interconnection point as defined in Section 2.
10.	Applicable Charges	All Charges including SLDC charges or any other charges as may be applicable shall be borne by bidder.
11.	Arranging Transmission access	Bidder shall be responsible for arranging transmission access.

1.2.6 In the bidding process, the Generator will be proposed to sell the power from the said Biomass plant to MSEDCL against the installed capacity of the plant. The electricity will be produced by using biomass as fuel. The supply of power available for export will be made after meeting the auxiliary consumption of the biomass power plant.

1.2.7 MSEDCL intends to pre-qualify and short-list suitable bidder/s (*the "Bidder/s"*) whose Bid/s shall be opened on the date specified at Clause 1.4 of this bidding document and will be eligible for participation in the e-Reverse Auction Stage, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

- 1.2.8 The selected Bidder (*the "Supplier"*) shall be responsible for supply of power from the Power Station, under and in accordance with the provisions of a Long-term agreement for procurement of power (*the "Agreement for Procurement of Power" or the "PPA"*) to be entered into between the Supplier and MSEDCL in the form provided as part of the Bidding Documents pursuant hereto. The draft agreement has been enclosed with this RfS.
- 1.2.9 All Bidders shall indicate the particulars of the relevant Power Station in the form specified at FORMAT 6.6 as available.
- 1.2.10 The Bidders shall submit the Applications pursuant to this Bidding Document in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by MSEDCL, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of Applications (*the "Bid Due Date"*).
- 1.2.11 MSEDCL shall receive Bids pursuant to this document in accordance with the terms set forth in this document and other documents to be provided by MSEDCL pursuant to this document, as modified, altered, amended and clarified from time to time by MSEDCL, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of Bids (*the "Bid Due Date"*).

1.3 SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS

- 1.3.1 The Projects to be selected under this scheme for procurement of aggregate installed capacity of 50 MW. However, the selection of projects would be within the technology mentioned in the MERC Regulations/ orders. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects.
- 1.3.2 All the commissioned projects whose capacity is not tied-up with any other beneficiaries will be allowed to participate and supply the power as specified in the PPA. However, Projects under construction or projects which are not yet commissioned will, be considered under this Scheme based on the condition that the capacity is not tied-up with any other beneficiary and the plant will be commissioned within 18 months of the date of signing of PPA.

1.4 Schedule of Bidding Process

- 1.4.1 MSEDCL shall endeavor to adhere to the following schedule:

S. No.	Event	Date	Time
1.	Notice inviting RfS Bids	06.12.2018	20.00 Hrs
2.	Pre-bid Meeting	26.12.2018	11.00 Hrs
3.	Last date of submission of RfS Bids	04.01.2019	11.00 Hrs
4.	Opening of Technical Bids	04.01.2019	15.00 Hrs
5.	Announcement of Technical Qualified Bidders	11.01.2019	17.00 Hrs

1.5 Pre-Bid Meeting

- 1.5.1 The date, venue and time of the Pre-Bid Meeting as specified in Clause 1.4 will be followed whereby all the bidders will be allowed to resolve their Pre-Bid Queries. In case of any change, the same will be intimated to the bidder.
- 1.5.2 Bidders are requested to attend the same with their written queries.
- 1.5.3 During the course of Pre-Bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of MSEDCL. However, MSEDCL shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

All communications should be in written form and all parties shall rely solely on the written communication.

SECTION 2: DEFINITIONS

2 Definitions

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

2.1 Definitions

"Act" or "Electricity Act, 2003" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

"Affiliate" in relation to a Company shall mean a person who

- (i) controls, or
- (ii) is controlled by, or
- (iii) is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company with at least 26% (twenty-six percent) of the voting rights/ paid up share capital of the other Company.

"Appropriate Commission" shall mean *the Maharashtra Electricity Regulatory Commission (MERC)*

"Annual PLF" shall mean the Plant load factor calculated considering 365 days as the Operating days of the project.

"Auxiliary Energy Consumption" shall mean the quantum of energy consumed by auxiliary equipment of the Generating Station and transformer losses within the Generating Station, expressed as a percentage of the sum of gross energy generated at the generator terminals of all the Units of the Generating Station;

"Bidder" shall mean Bidding Company or a Limited Liability Company (LLC) or a Bidding Consortium submitting the Bid. The Bidder shall develop a project generating power from Biomass. Any reference to the Bidder includes Bidding Company/ LLC/Bidding Consortium/Consortium Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require.;

"Bidding Consortium" or "Consortium" refers to a group of Companies that has collectively Submitted the response in accordance with the provisions of these guidelines.

"Biomass" means the wastes produced during agricultural and forestry operations (for example straws and stalks) or produced as a by-product of processing operations of agricultural produce (e.g., husks, shells, de-oiled cakes, etc); wood produced in

dedicated energy plantations or recovered from wild bushes/weeds; and the wood waste produced in some industrial operations;

"Change in Law" means the occurrence of the following after the date of this agreement:

- a) The enactment of any new Indian Law
- b) The modification or repeal of any existing Indian law or;
- c) The commencement of any Indian law which has not yet entered into effect;
- d) A change in the interpretation or application of Indian Law;
- e) The interpretation, application or enforcement of any existing law or statutory notification in a manner which was not reasonably foreseeable by the Generator (after making due and careful enquiry) at the date of this agreement.
- f) The imposition of a requirement for Clearances not required as at the date of this agreement.
- g) After the date of grant of any Clearance a change in the terms and conditions attaching to such Clearance or the attachment of any terms or conditions; or
- h) Any such Clearance as has been granted ceasing in part or in whole to remain in full force at effect; save, in case of paragraphs (f), (g), and (h) above to the extent that such circumstances arose as a result of any default or neglect on the part of the Generator, its contractors, servants or agents;

"Company" shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013 as applicable;

"Commercial Operation Date (COD)" / shall mean the date on which Generation Facility starts delivering power i.e. the date from when it notifies MSEDCL in advance the date of commercial operation;

"Commissioning Date" shall mean the date on which the Generator makes the declaration that the Biomass project is ready for generation of electricity before declaration of commercial operation Date (COD);

"Controlling shareholding" shall mean not less than 51% of the voting rights or paid up

share capital in the Company/Consortium.

“Delivered Energy” means the kilowatt hours of Electricity actually fed and measured by the energy meters at the Delivery Point and as certified by MSEDCL / MSETCL / Maharashtra SLDC. In case of import of energy during a month, the successful bidder shall be required to make payment to MSEDCL at the prevailing tariff for the particular category which is applicable to Biomass Power Projects as determined by MERC from time to time. At present the applicable tariff is HT Industry Tariff. In case of export of energy during a month, the Generator shall be eligible for the receiving tariff as per the provisions of PPA from MSEDCL for such delivered energy.

“Delivery Point / Interconnection Point” shall be the interface point or points of connection at which Electricity is delivered into the Grid System i.e. the line isolator on the outgoing feeder on HV side of transformer at STU/MSETCL/MSEDCL substation.

“Due Date of Payment” shall mean in relation to any invoice the day falling **30 Days** after the date upon which such invoice is submitted. If such day is not a business day, the immediately succeeding business day will be considered as due date for payment;

“Effective Date” shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties;

“Financial Closure or Project Financing agreements” shall mean arrangement of necessary funds by the bidder 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 loan or letter agreeing to finance.

“FY” shall mean financial year (beginning on 1st April and ending on 31st March of the following year)

“GoM” means the Government of Maharashtra

“Group Company” of a Company means

- (i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the company, or
- (ii) a company in which the company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such company, or
- (iii) company in which the company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise, or

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

Provided that a financial institution, scheduled bank, foreign institutional investor, non-banking financial company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

“Installed capacity” shall mean the total capacity of the biomass plant.

“kV” means Kilovolts.

“kWh” means Kilowatt – Hour(s).

“kW” means Kilowatts.

“Land” means the land on which the Generation Facility will be constructed.

“Lead Member of the Bidding Consortium” or “Lead Member”: There shall be only one Lead Member, having shareholding more than 51% in the Bidding Consortium which cannot be changed till 1 year from the Commercial Operation Date (COD) of the Project.

“Letter of Intent” or “LOI” shall mean the letter issued by MSEDCL to the Selected Bidder for award of the Project;

“Liability” means any liability (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and due or to become due), including any liability for Taxes in accordance with the provisions of this Agreement;

“MEDA” means the Maharashtra Energy Development Agency.

“MERC” means the Maharashtra Electricity Regulatory Commission;

“Member in a Bidding Consortium” or “Member” shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.

“Month” shall mean calendar month;

“MSEDCL and MSETCL” shall mean the Maharashtra State Electricity Distribution Co. Ltd. and Maharashtra State Electricity Transmission Co. Ltd. respectively.

“Ordinary Course of Business” means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency) in the same type of undertaking;

“One Year Span” means a period of 365 days counted from the reference year (Commercial operation year) date.

“Order means”

- 1) MERC RE (Terms & Conditions for determination of RE Tariff) Regulations 2010/ 2015 & RPO Regulations 2010/ 2016, for purchase of Power from Biomass Projects and in the matter of aiding the State Government in formulation of Policy,
- 2) MERC Regulations / Orders issued from time to time.
- 3) Any other relevant order issued by any judicial authority including High Court, CERC, APTEL, Supreme Court which may have any impact on the specified arrangement in the bidding process.

“Parent” means a company, which holds not less than 51% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;

“PPA” shall mean the Power Purchase Agreement signed between the successful bidder and MSEDCL according to the terms and conditions of the standard PPA enclosed with this RfS;

“Project” means the design, supply of equipment, construction and operation of the Generation Facility and the fuel facility and all other infrastructure facilities including land and water facilities;

“RfS document” shall mean the bidding document issued by MSEDCL including all attachments, clarifications and amendments thereof vide RfS no. ----- dated -----;

“Renewable Purchase Obligation” as defined in the MERC Regulations issued and amended from time to time.

“Selected Bidder or Successful Bidder” shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA;

“STU or State Transmission Utility” shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003;

“Tax” means and includes a tax, duty, rate, cess, toll, fee etc. levied by the central or state Govt. or Local authorities under laws of India;

“TOE” shall mean Tender Opening Event;

“Transactions” mean the sale of electricity by Generator to MSEDCL pursuant to the Agreement and all other transactions described in or contemplated by the Agreement.

SECTION 3: BID INFORMATION AND INSTRUCTION TO BIDDERS

3 Bid Information and Instructions to Bidders

3.1 Obtaining RfS Document & Cost of documents

3.1.1 The RfS document can be downloaded from the website of TCIL (Telecommunication Consultants India Limited) <https://www.tcil-india-electronictender.com>. A link of the same is also available at www.mahadiscom.in.

Note: - Interested bidders need to download the official copy of RfS & other documents after logging into the TCIL website by using the Login ID & Password created by the User during registration (Refer Annexure – B). The bidder shall be eligible to submit/ upload the bid document only after logging into the TCIL portal and procuring the official copy of RfS.

3.1.2 Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document. A bidding Company will be eligible to participate in the bidding process only after submission of Bid processing fee and cost of RfS documents. The bids submitted without cost of the RfS document and/or Bank Guarantee, shall not be considered for bidding and such bids shall not be opened by MSEDCL.

3.2 Total Capacity Offered, Project Location & Scope and Technology selection

3.2.1 Selection of Grid-connected Biomass Projects for total capacity of 50 MW will be carried out through e-bidding followed by e-Reverse Auction process. The projects will be setup in Maharashtra State only.

3.2.2 The interested Project holders are required to participate in the Request for Selection (RfS) for development and installation of Grid-connected Biomass plants on Build - Own - Operate (B-O-O) basis. The details of the bidder's capacity for qualification is as identified below:

No.	Scope	Details
1.	Type of the Project	Biomass Project
2.	Source of the Fuel	Biomass
3.	Location of the Project	Within Maharashtra only
4.	Requisitioned Installed capacity (MW)	50 MW
5.	Minimum Installed Capacity of the Plant of the Bidder (MW)	5 MW

3.2.3 Project Scope and Technology Selection: Under this scheme, the project holder shall set up a Biomass project based on Rankine Cycle technology applications and using biomass fuel source. The grid connectivity shall be the responsibility of the project holder. The project holder shall complete the work of evacuation infrastructure upto nearest MSETCL/ MSEDCL substation, 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 shall be in the scope of the project holder.

3.3 Maximum Eligibility for Project capacity allocation for a Bidder

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

- (i) The bidder should be a corporate entity registered under the Companies Act 1956 or 2013, as applicable.
- (ii) A bidder can only submit a single application in the prescribed formats as detailed in Clause 3.17 giving details of the projects.
- (iii) Multiple bids for the same project from the same company including its Parent / Ultimate Parent / Affiliates / Group Companies shall make all the bids submitted by the group invalid.
- (iv) The quantum offered under the bidding process must not be tied-up with any other source until the completion of the bidding process.
- (v) The evaluation of bids shall be carried out as described in Section 4. The methodology of allocation of projects is elaborated in Section 4.
- (vi) Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project has been declared insolvent/ insolvency process has been initiated, and the bar subsists as on the date of application, shall not be eligible to participate in the bidding process.

3.4 Qualification Requirements

3.4.1 Bidders as defined in Clause 2.1 are eligible to participate under this RfS. The successful bidder, if being a single company, shall ensure that its shareholding in the

SPV (special purpose vehicle)/ project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval of MSEDCL.

- 3.4.2 A bidder which has been selected as successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the successful bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA.
- 3.4.3 Any consortium, if selected as Successful Bidder for the purpose of supply of power to MSEDCL, shall incorporate a Project company / Special Purpose Vehicle (SPV) with equity participation by the Members in line with Consortium Agreement (to be submitted along with the response to RfS) before signing of PPA with MSEDCL, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to RfS. The combined shareholding of the consortium members in the SPV / Project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year from the COD, except with the prior approval of MSEDCL. Transfer of controlling shareholding within the same group of companies will however be allowed with the permission of MSEDCL, subject to the condition that, the management control remains within the same group of companies. The shareholding pattern of members within the consortium shall not change till the signing of PPA.
- 3.4.4 Limited Liability Companies (LLC) shall be eligible. Further, if such Limited Liability Companies are selected as successful Bidders, they will have to register as a Company under the Indian Companies Act, 1956 or Companies Act, 2013, as applicable, before signing of PPA, keeping the original shareholding of LLC unchanged. In such cases, it will also be mandatory on the part of such Limited Liability Companies to either demonstrate or infuse the capital in form of his own equity in line with the requirement stipulated in Section 3.6 given below. In case LLC fails to incorporate as an Indian company before signing of PPA or unable to demonstrate/ infusion of capital in form of his own equity in to the Company registered in India or not able to sign PPA with MSEDCL, EMD of such Bidders shall be forfeited.

Note: Limited Liability Companies (LLC) shall be eligible only for those LLCs which are formed by companies.

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

3.4.6 Short-listing of Bidders will be based on meeting the following criteria:

A. Technical Eligibility Criteria

- (i) The bidder to be selected under this scheme shall have to develop a Biomass-based Power Project based on Rankine Cycle technology applications with a minimum installed capacity of 5 MW as per provision of Clause 3.2.2.
- (ii) The Projects shall also comply with the criteria for power generation detailed in Clause 3.6.

B. Financial Eligibility Criteria

- (i) The net-worth of the Bidder for the financial year ended on 31.03.2018 is required to be not less than INR 1.22 Crores per MW (of the capacity quoted) and to be certified by a Chartered Accountant.
- (ii) The net worth to be considered for the above purpose will be the cumulative net-worth of the bidding company or consortium together with the Networth of those Affiliates of the bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS.
- (iii) For avoidance of doubt, "net worth" as per section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
- (iv) Pursuant to evaluation of Net Worth Criteria as part of technical bid, if it is found by MSEDCL that the Bidder is eligible for lesser quantum than the quantum for which bid has been submitted provided that such quantum is not less than minimum bid capacity of 5 MW, then the bidder shall be disqualified.
- (v) The bidder is not declared insolvent or insolvency process has not been initiated.

C. Formats to be enclosed with its Application:

- (i) Infrastructure Clearance from MEDA.

- (ii) Detailed Project Report (DPR).

3.5 Connectivity with the Grid

- 3.5.1 The bidder shall bear the entire cost of Generation Facility, switchyard and interconnection facilities in the premises of the generator up to the interconnection point as defined in Section 2.
- 3.5.2 Further, the grid connectivity of the project & the erection of evacuation infrastructure beyond the interconnection point up to the nearest MSEDCL/MSETCL/STU substation shall be the responsibility of the bidder.
- 3.5.3 No claims for improper evacuation shall be entertained from the bidder and MSEDCL shall be totally indemnified against any claims for any reason whatsoever. For any un-stabilization and non-evacuation of power due to any reason whatsoever, at the time of commissioning, MSEDCL shall not be held responsible.
- 3.5.4 The bidder shall notify MSEDCL about the readiness of the Generation Facility for commissioning at least one month in advance. All the transmission systems required for the power off-take shall be installed, commissioned and tested by MSEDCL/MSETCL/STU before the date of commissioning of the generating unit.

3.6 Power Generation by Biomass Project and Tariff Payable

A. Criteria for generation

The successful bidder shall declare the annual PLF of his Project at the time of signing of PPA and will be allowed to revise the same once within first year of COD or first year of power supply as the case may be. Thereafter, the declared PLF for the Project shall remain unchanged for the entire term of the PPA. The declared annual PLF shall in no case be less than 80%. The bidder shall maintain generation so as to achieve annual PLF within $\pm 10\%$ of the declared value. The lower limit will, however, be relaxable by MSEDCL to the extent of non-availability of grid for evacuation which is beyond the control of the Successful Bidder. The annual PLF will be calculated every year from 1st April of the year to 31st March next year.

B. Tariff

- a) The levelised tariff shall be considered for the bidding process and shall also remain constant throughout the term of the PPA and there shall be no escalation

during the contractual period.

- b) Tariff for the contracted power shall be as quoted by the bidder in the "Price Bid" or that arrived after reverse bidding option.
- c) The rate quoted shall be in INR per kWh up to two decimal points at interconnection point and all charges beyond interconnection point i.e. STU charges, SLDC charges shall be borne by the bidder.
- d) The ceiling tariff is Rs. 5.00 per unit.
- e) For Merit Order Dispatch purposes, the tariff shall be bifurcated into fixed charge and variable charge in 50:50 ratio.

C. Shortfall in generation

- (i) If for any Contract Year, bidder has not been able to export minimum energy corresponding to the value of annual PLF (i.e. below 90% of the declared annual PLF), such shortfall in performance shall make the bidder liable to pay the compensation provided in the PPA to MSEDCL.
- (ii) In case the export is less than the minimum PLF specified the bidder shall pay compensation to MSEDCL. The amount of such compensation will be 25% (twenty-five per cent) of the cost of this shortfall in energy terms, calculated at PPA tariff. This compensation shall be applied to the amount of shortfall in generation during the financial year.
- (iii) However, this compensation shall not be applicable in events of force majeure identified under the PPA, affecting the supply and also in case of evacuation issue (not attributable to the successful bidder) during the operation period.

D. Excess generation

Any excess generation over and above 10% of declared annual PLF shall be purchased by MSEDCL at a 75% of the tariff of the successful bidder. The bidder cannot claim REC for these excess generated units as the same shall be accounted for meeting the RPO target of MSEDCL. MSEDCL shall inform the successful bidder for procurement of excess power within 15 days of receiving a written intimation from the bidder for such excess generation. If in case MSEDCL fails to reply to the bidder within the above stipulated time period then the generator shall be free to

sell it to any other entity.

E. Generation Compensation in offtake constraint due to transmission:

If plant is ready before Schedule Commercial Operation Date, but the offtake is constrained because of incomplete power evacuation infrastructure, no compensation shall be payable.

If the plant is ready but necessary evacuation is not ready on Schedule Commercial operation date, corresponding generation loss considering the normative PLF of 80%, the excess generation shall be procured by MSEDCL at the PPA tariff to offset such loss.

During the operation of the plant, due to temporary transmission unavailability, if the power is not evacuated, for reasons not attributable to bidder, then the generation loss shall be procured by MSEDCL at the PPA tariff to offset loss in 3 years. The Generation Loss shall be computed as Average Generation per hour x number of hours of grid unavailability.

F. Use of Fossil Fuel:

The use of fossil fuels shall be limited to the extent of 15% of total fuel consumption on annual basis.

Non-compliance with the condition of fossil fuel usage by the bidder, during any month, shall render such bidder to be ineligible for tariff determined under this RfS. Purchase of power by MSEDCL during the defaulting month shall be at a rate lower by Rs. 1/kWh (Rupees One per unit) below the applicable tariff of the successful bidder determined under this RfS.

3.7 Clearances required from the State Government and other local bodies

3.7.1 All approvals, permits and clearances required for setting up of the Project including those required from State Government and local bodies shall be in the scope of the bidder.

3.8 Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)

- 3.8.1 **Earnest Money Deposit (EMD)** of @ Rs. 10 Lakh per MW of capacity offered by the Bidder according to Format 6.3 A and valid for 06 months from the due date of bid submission, shall be submitted by bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be in the name of the bidding company / Lead Member of Bidding Consortium.
- 3.8.2 **Performance Bank Guarantee (PBG)** – will be applicable only for the projects yet to be commissioned, whereby the Bidders selected based on this RfS and post the e-reverse auction shall submit Performance Guarantee for a value @ Rs. 20 Lakh / MW of capacity offered within 30 days of issuance of Letter of Intent (LoI) and before signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 6.3 B for a value @ Rs 20 Lakh/MW/Project of capacity with a validity period of 24 months from the effective date of PPA with claim period of one month additional.
- 3.8.3 All EMD and PBG shall be submitted separately for each project.
- 3.8.4 The Bidder shall furnish the Performance Bank Guarantees (PBGs) from any of the Nationalized Banks having branch in Mumbai to MSEDCL.
- 3.8.5 The format of the Bank Guarantees prescribed for EMD (Format 6.3 A) and PBG (Format 6.3 B) shall be strictly adhered to and any deviation from the above Format shall result in rejection of the EMD and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.
- 3.8.6 The bidders of the Projects selected based on this RfS and post the e-reverse auction are required to sign PPA with MSEDCL within 1 month after the issue of LOA. In case, MSEDCL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 3.10 or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee submitted towards EMD shall be encashed by MSEDCL and the selected Project(s) shall stand cancelled.
- 3.8.7 The Bank Guarantees have to be executed on non-judicial stamp paper of Rs. 500 as per Stamp Act relevant to the place of execution.
- 3.8.8 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.
- 3.8.9 In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed

format and in line with the requirements, checklist at Annexure-A has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.

3.8.10 After the bidding process is over, MSEDCL shall release the bank guarantees towards the EMD of the unsuccessful Bidders within 15 days after the completion of E-Reverse Auction, without any interest or when the Bidding process is cancelled by MSEDCL, and in any case within 10 (Ten) days of expiry of Bid Validity period.

3.8.11 The PBG of bidders shall be returned to the bidder immediately after successful commissioning of their projects as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause 3.12.

3.8.12 MSEDCL shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

3.8.13 The Bid shall be summarily rejected if it is not accompanied by Bid Security.

3.9 Forfeiture of EMD

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

- (i) If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of the bid;
- (ii) In case, MSEDCL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 3.10 or does not execute the PPA within the stipulated time period;
- (iii) If after issuance of LOA, it is found that the documents furnished by the bidders during RfS are misleading or misrepresented in any way;
- (iv) If the bidder fails to furnish required Performance Bank Guarantee in accordance with Clause 3.8.

3.10 Power Purchase Agreement

3.10.1 MSEDCL shall enter into Power purchase agreement (PPA) with Bidders selected based on this RfS. A copy of standard draft Power Purchase Agreement to be executed between MSEDCL and the selected bidder will be made available on

www.tcil-india-electronictender.com. The PPA shall be signed within 01 month from the date of issue of Letter of Intent (LoI) (for e.g. If the LoI is dated 23.11.2018, then the last date of signing of PPA shall be 22.12.2018). The PPA shall be executed between MSEDCL and selected bidder for each Project. The PPAs shall be valid for a maximum period of 20 years as per the provisions of PPA.

- 3.10.2 Before signing of PPA with the selected Bidders, MSEDCL will verify the documents furnished by the Bidders at the time of submission of response to RfS with a copy of complete documentary evidence supported with the original documents. Bidders will be required to furnish the documentary evidence for meeting the RfS Qualification Requirement mentioned at Clause 3.4. If at this stage it is found that the documents furnished by the Bidders are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
- 3.10.3 Successful bidders will have to submit the required documents to MSEDCL within 21 days from the issue of Letter of Intent (LoI). In case of delay in submission of documents beyond the 21 days as mentioned above, MSEDCL shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.

3.11 Financial Closure or Project Financing Arrangements

- 3.11.1 The Project shall achieve Financial Closure within 7 (Seven) months from the date of signing Power Purchase Agreement (PPA) (for e.g. if PPA signing date is 23.11.2018, then scheduled Financial Closure date shall be 22.06.2019). At this stage, the bidders shall report tie-up of Financing Arrangements for the Projects. In this regard the bidder shall submit a certificate from all financing agencies regarding the tie-up of funds.
- 3.11.2 In case of failure to achieve the financial closure, the PPA will become null and void unless agreed in writing by MSEDCL. The period for financial closure is agreed to be extended by MSEDCL on verification of the following documents.

An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Successful Bidder, on advance payment of extension charges of Rs. 10,000/- per day per MW. In case of any delay in depositing this extension charge, the Successful Bidder has to pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI MCLR (1 Year). This extension shall not have any impact on the COD. Any extension charges paid so, shall be returned to the Successful Bidder without any interest on

achievement of successful commissioning within the COD, on pro-rata basis, based on the Project Capacity commissioned on COD. However, in case of any delay in commissioning of the project beyond the Scheduled Commissioning Date, the amount as deposited above by the Successful Bidder shall not be refunded by MSEDCL.

3.11.3 Proof of purchase /placing of order for Turbine - Generator set and allied equipment.

- a) Status of financial tie up with financial Institutions
- b) Work order for execution, civil works, building etc.
- c) Document indicating status of execution at site or
- d) Any other related documents, that too on written request from the Generator

3.12 Commissioning Schedule and Liquidated Damage for Delay in Commissioning

3.12.1 The Project shall be commissioned within 18 months of the date of signing of PPA (for e.g. if PPA signing date is 23.11.2018, then scheduled Commissioning date shall be 22.05.2020). In this regard, SLDC shall certify successful commissioning of the Project. In case of failure to achieve this milestone, provisions of PPA as mentioned below shall apply: -

3.12.2 MSEDCL shall encash the Performance Bank Guarantee in the following manner: -

- a) **Delay up to three months** – 20% of the PBG amount shall be encashed as penalty for the first month of delay, calculated on per day basis; e.g. for a Project of 10 MW capacity, if commissioning is delayed by 18 days from the scheduled date, then the penalty shall be: 20% of PBG amount X (18/90).
- b) **Delay of more than three months and up to six months** – MSEDCL will encash remaining amount from Performance BG worked out on per day basis. e.g. for a Project of 10 MW exportable capacity, if commissioning is delayed by 150 days from the scheduled date, then the penalty shall be: 80% of PBG amount X ((150-90)/90).
- c) The maximum time period allowed for commissioning of the Project with encashment of Performance Bank Guarantee shall be limited to 24 months from the date of signing of PPA. In case, the Commissioning of the Project is delayed beyond 24 months from the date of signing of PPA, the PPA will stand terminated and the submitted PBG of the successful bidder shall be encashed by MSEDCL.

- d) For the purpose of calculations for penalty, the month shall be considered consisting of 30 days.

3.13 Commercial Operation Date (COD):

3.13.1 The Commercial Operation Date (COD) shall be considered as the date as certified by Generator. The maximum 20-year tenure of PPA shall be considered from the date of establishment of CoD.

3.13.2 The following milestone dates may therefore be observed and may fall on separate dates:

- a) **Inter connection with Grid:** This may be provided by the STU on the request of the project developer, even if the project is only partially ready to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.
- b) **Commissioning of Project:** This will be on a date, when the project meets the criteria defined for project commissioning. The testing power injected during this period prior to establishment of CoD shall be treated as lapsed.

3.14 Minimum Paid up Share Capital to be Held by Project Promoter

3.14.1 The Company developing the project shall provide complete information in their bid in reference to the RfS about the Promoters and their shareholding in the company indicating the controlling shareholding before signing of PPA with MSEDCL.

3.14.2 The successful bidder, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval of MSEDCL. However, in case the Project is being set up by a Public Limited Company, this condition will not be applicable.

3.14.3 In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year from the COD, except with the prior approval of the MSEDCL.

3.14.4 However, in case the successful bidder shall be itself executing the PPA, then it shall ensure that its promoters shall not cede control (Control shall mean ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such

Company or right to appoint majority Directors) till 1 (one) year from the COD, except with the prior approval of MSEDCL. In this case it shall also be essential that the successful bidder shall provide the information about its promoters and their shareholding to MSEDCL before signing of the PPA with MSEDCL.

3.14.5 Any change in the shareholding after the expiry of 1 (one) year from the COD can be undertaken under intimation to MSEDCL.

3.14.6 In case, the financial eligibility and qualification is attained through financials of Parent Company, then the shareholding pattern of the Parent Company shall not change till the achievement of Financial Closure and the shareholding pattern of the bidding entity shall not change till one year from the date of COD.

3.14.7 In the event the Biomass Power Developer is in default to the lender(s), lenders shall be entitled to undertake "Substitution of Promoter" in concurrence with MSEDCL.

3.14.8 In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of ₹10 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by power producer/bidder to MSEDCL. However, the new entity should be of the same financial strength as the Successful Bidder.

3.15 Energy Accounting

3.15.1 Energy accounting shall start from the date of COD of the Biomass power project.

3.16 Structuring of the Bid selection process

3.16.1 Single stage, double envelope bidding followed by e-reverse auction has been envisaged under this RfS. Bidders have to submit both Techno-commercial bid and Financial bid together in response to this RfS online and hard copy of the document which are mentioned in the Clause 3.20A to be submitted to the office of MSEDCL. However, the financial bid needs to be submitted online only. The preparation of bid proposal has to be in the manner described in Clause 3.20

3.16.2 Aggregate capacity offered under this RfS is 50 MW. The Bidders may submit their proposals enclosed in the manner described in Clause 3.20.

3.17 Instructions to Bidders for structuring of bid proposals in Response to RfS

- 3.17.1 The bidder shall submit single response to RfS.
- 3.17.2 Detailed Instructions to be followed by the bidders for online submission of response to RfS as stated at Annexure –B and Annexure-C.
- 3.17.3 Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:
1. Covering Letter as per Format 6.1.
 2. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per Format 6.7 along with Board resolution from each Member of the Consortium for participating in Consortium.
 3. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as Format 6.8.
 4. In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Section. Provided that, such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.
 5. Earnest Money Deposit (EMD) in the form as per Format 6.3 (A)
 6. Performance Guarantee (to be submitted before signing of PPA as specified in Clause 3.8.2) in the form as per Format 6.3 (B) (to be filled out separately for each Project).
 7. Board Resolutions, as per prescribed formats enclosed as Format 6.2 duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - (a) Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects, to sign the PPA with the MSEDCL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement

- (b) Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
 - (c) Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
- 8. A disclosure statement as per Format 6.4 regarding participation of any related companies in the bidding process.
- 9. Format 6.6 for preliminary details of biomass project.
- 10. Other Attachments
 - i. Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power / Energy / Renewable Energy development. In case, there is no mention of the above provisions in the MoA / AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
 - ii. Certificate of Incorporation of Bidding Company.
 - iii. Relevant documents as specified in Clause 3.20.

If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), MoA, AoA of the SPV highlighting the relevant provision of Object Clause relating to generation and sale of Power / Energy / Renewable Energy / Biomass Power plant development has to be submitted prior to signing of PPA.

- (a) Certificate of Incorporation of Bidding Company / all member companies of Bidding Consortium.
- (b) A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant / Company Secretary as on a date within two weeks prior to the last date of bid submission.

- (c) Documents containing information about the Promoters and their shareholding in the Company (as on a date within 30 days prior to the last date of bid submission) to MSEDCL indicating the controlling shareholding at the stage of submission of response to RfS to MSEDCL as per Section 3.4. MSEDCL reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.
- (d) Certified copies of annual audited accounts for the last financial year, i.e. FY 2017-18 shall be required to be submitted; OR in case the Bidder is a newly formed company, supported by documentary evidence of its recent formation at RoC, then the certificate issued by a Chartered Accountant with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statement supported with bank statement (if available) shall be required to be submitted.
- (e) In case Final Audited Annual Accounts for FY 2017-18 are not available, then MSEDCL shall accept the Provisional Accounts of FY 2017-18 which are duly certified by a practicing Chartered Accountant of India along with the audited final accounts for the FY 2016-17.
- (f) Foreign Bidders following other than April-March as financial year, may submit their audited annual accounts of previous two years as per relevant laws / acts of their country of origin and the same shall be duly certified by a practicing Chartered Accountant of India.

Certificate from Chartered Accountants, certifying the Networth of the bidder per MW of quoted capacity as on 31st March, 2018 or in case the Bidder is a newly formed company, supported by documentary evidence of its recent formation at ROC or in case the net worth of the Bidder as on 31st March 2018 is not meeting the criteria as per Section 3.4, then the certificate issued by a Chartered Accountant computing net worth based on certified copy of Balance Sheet, Profit & Loss account, Schedules and cash flow statement supported with bank statement shall be required to be submitted.

3.18 Important notes and instructions to Bidders

3.18.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.

- 3.18.2 The Bidders shall be shortlisted based on the declarations made by them in relevant provisions of RfS. The documents submitted online will be verified before signing of PPA as specified in Clause 3.10.
- 3.18.3 If the Bidder / Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, MSEDCL reserves the right to reject such response to RfS and/or cancel the Letter of Intent, if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- 3.18.4 If the event specified at Clause 3.18.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 3.18.5 Response submitted by the Bidder shall become the property of MSEDCL and MSEDCL shall have no obligation to return the same to the Bidder.
- 3.18.6 All documents of the response to RfS (including RfS, PPA and all other documents uploaded on TCIL portal as part of this RfS) submitted online must be digitally signed by the person authorized by the Board as per Format 6.2.
- 3.18.7 The response to RfS shall be submitted as mentioned in Clause 3.17. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, MSEDCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- 3.18.8 The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted to MSEDCL before the due date and time of bid submission. If the bidder fails to submit the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part, his bid will be archived "Unopened". The bid shall be treated as rejected.
- 3.18.9 All the information should be submitted in English language only.
- 3.18.10 Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- 3.18.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by MSEDCL.

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

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

3.18.14 Non-submission and/or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of MSEDCL of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.

3.18.15 Only Mumbai Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

3.19 Non-responsive Bid

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

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

- a) Non-submission of Cost of RfS and/or Processing fee as mentioned in the Bid Information Sheet.
- b) Non-submission of EMD in acceptable form along with RfS document.
- c) Response to RfS (offline as well as online) not received by the due date and time of bid submission;
- d) Non-submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part offline before due date and time of submission of bid;
- e) Non-submission of the original documents mentioned in Section 3.19 A by due date and time of bid submission;
- f) Any indication of tariff in any part of response to the RfS, other than in the financial bid.
- 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) Bidder or any of its Affiliates is a willful defaulter to any lender
- i) Major litigation pending or threatened against the bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the bidder to undertake the Project
- j) In case it is found that the Bidding Company including Ultimate Parent Company / Parent Company / Affiliate / Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.
- k) Conditional bids shall be summarily rejected.
- l) Data filled in the Electronic form of financial bid (Second envelope), not in line with the instructions mentioned in the same electronic form.

3.20 Method of Submission of Response to RfS by the bidder

A. Documents to be submitted Offline (in Original)

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

- (i) **Bidding Envelope:** Super scribed as **“Bidding Envelope containing Covering Envelope, Pass Phrase Envelope -1 & Pass Phrase Envelope -2”** at the top of the Envelope and **“Name & Address of the Bidder”** on the left-hand side bottom must contain the following:
 - a. **Covering Envelope:** Super scribed as **“Covering Envelope Containing Cost of RfS Document, Bank Guarantee towards EMD, Covering Letter, Power of Attorney (if applicable), Consortium Agreement (if applicable), Board Resolution”** must contain the following:
 - DD/Pay order towards Cost of RfS Document as mentioned in Bid Information Sheet.
 - Original BG against EMD as mentioned in Clause 3.8. One EMD may be submitted for the cumulative capacity quoted by the bidder (Format 6.3A)

- Covering Letter as per Format 6.1,
 - Board Resolution as per Format 6.2
 - Power of Attorney as per Format 6.8 (if applicable),
 - Consortium Agreement as per Format 6.7 (if applicable)
 - Preliminary details of biomass project (Format 6.6)
 - Letter for Disclosure, as per Format 6.4
 - CA Certificate certifying Net Worth
 - List of Shareholders / Promoters / Directors
- b. **Pass-Phrase Envelope-1:** Containing Pass Phrase for Technical Bid duly stamped and signed by the authorized signatory in sealed envelope
- c. **Pass-Phrase Envelope-2:** Containing Pass Phrase for Financial Bid duly stamped and signed by the authorized signatory in sealed envelope

The bidding envelope shall contain the following sticker: (illustration)

Response to RfS for Selection of 50 MW Grid Connected Biomass Projects in Maharashtra	
<i>RfS Reference No.</i>	
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	Chief Engineer (Renewable Energy) Maharashtra State Electricity Distribution Co. Ltd., Power Purchase Section, 5th Floor, 'Prakashgad', Bandra (East), Mumbai - 400 051 Tel No. 022-26580645 Email: ncetendersedcl@gmail.com

B. Documents to be submitted Online

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

If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and Cost of RfS submitted shall be encashed.

All documents of the response to RfS submitted online must be digitally signed on <https://www.tcil-india-electronictender.com> which should contain the following:

(i) "Technical Bid (First Envelope)"

The Bidder shall upload single technical bid containing the scanned copy of following documents duly signed and stamped on each page by the authorized person as mentioned below.

- a. Formats- 6.1, 6.2, 6.3 A, 6.4, 6.6, 6.7 & 6.8 as elaborated in Clause 3.17;
- b. All attachments elaborated in Clause 3.17, with proper file names.
- c. All supporting documents regarding meeting the eligibility criteria

(ii) The bidder shall have to fill the Electronic Form provided at the TCIL portal as part of Technical Bid.

(iii) "Financial Bid (Second Envelope)"

- a. Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):
 - Covering letter as per Format-6.5 of this RfS document;
 - Bidder need to quote the Installed capacity and the price offered for the exportable capacity in the bid platform provided on TCIL website.
 - The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation; else, the bid shall be considered as non –responsive. The financial bid needs to be submitted on line only.

Important Note:

1. The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
2. In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
3. All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

3.21 Validity of the Response to RfS

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

3.22 Bid Preparation cost

3.22.1 The Bidder shall be responsible for all the costs associated with the preparation of the response to RfS and participation in discussions and attending pre-bid meeting(s), etc. MSEDCL shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

3.23 Clarifications/Pre Bid meeting/ Enquires/ Amendments

3.23.1 Clarifications / Doubts, if any, on RfS document may be emailed and/or through TCIL portal.

3.23.2 MSEDCL will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and MSEDCL's response will be uploaded in the website <https://www.tcil-india-electronictender.com>. If necessary, amendments, clarifications, elaborations shall be issued by MSEDCL which will be notified on MSEDCL/TCIL web site. No separate reply/intimation will be given for the above, elsewhere.

3.23.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information sheet (venue to be notified later on MSEDCL's website).

3.23.4 Enquiries/ clarifications may be sought by the Bidder from:

Name of the Authorized Person of MSEDCL:	Contact Details:
Mrs. Kavita Gharat Chief Engineer (Renewable Energy)	Phone (Off): 022-26474211 (Ext. 2208) E-mail: ncetendermsedcl@gmail.com
Mr. Sanjay Rajput Superintending Engineer (NCE)	Phone (Off): 022-26474211 (Ext. 2322)

3.24 Right of MSEDCL to reject a Bid

3.24.1 MSEDCL reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any

reasons whatsoever and without thereby any liability.

3.25 Post LoA Compliances

- 3.25.1 Timely completion of all the milestones i.e. Signing of PPA, meeting Financial Closure Requirements/Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of bidder. MSEDCL shall not be liable for issuing any intimations/reminders to bidders for timely completion of milestones &/or submission of compliance documents.
- 3.25.2 Any checklist shared with bidder by MSEDCL for compliance of above-mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS, PPA must be timely submitted by the bidder.

Section 4 - BID EVALUATION AND SELECTION OF PROJECTS

4 Bid evaluation methodology and selection of Projects

4.1 Bid Evaluation

4.1.1 Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section 3 of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

4.2 Techno-commercial Evaluation of Bidders

A. First Envelope (Technical Bid) Evaluation (Step-1):

- a. The first envelope (Technical Bid submitted online) of only those bidders will be opened by MSEDCL whose required documents as mentioned at Clause 3.20 are received at MSEDCL office on or before the due date and time of bid submission.
- b. 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.
- c. Subject to Clause 3.19, MSEDCL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, MSEDCL 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 MSEDCL within 7 days from the date of such intimation from MSEDCL. All correspondence in this regard shall be made through email/ TCIL portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. MSEDCL shall not be responsible for rejection of any bid on account of the above.
- d. The response to RfS submitted by the Bidder shall be scrutinized to establish Techno- Commercial eligibility as per RfS.

B. Second Envelope (Financial Bid) Evaluation (Step-2):

In this step, evaluations shall be done based on the "Tariff Bid" quoted by the bidders in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the e-Reverse Auction.

- a. Second Envelope of only those bidders shall be opened whose technical bids are found to be qualified.
- b. The bidders will have to submit bid (single application) quoting a single tariff for each applied project. Tariff can 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 ₹3.337, then it shall be considered as ₹3.33).
- c. In this step, evaluation will be carried out for each Project based on tariff quoted by the Bidders.
- d. On completion of Techno-commercial bid evaluation, if it is found that the total aggregate capacity of the Biomass Projects short-listed is lower than or equal to 50MW of installed capacity, then further process shall be at MSEDCL's discretion.
- e. 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 MSEDCL. Thereafter, MSEDCL will take appropriate action as deemed fit.
- f. If the first-round tariff quoted is same for two or more bidders, then all such bidders with same tariff shall be considered of equal rank/ standing in the order.
- g. All bidders with same tariff shall be eligible for reverse auction round provided their rank is equal to or less than as mentioned in Clause 4.3.

4.3 Reverse Auction (Step-3)

- 4.3.1 The reverse auction shall be conducted on <https://www.tcil-india-electronictender.com>. Reverse Auction shall be carried out on the day as intimated by MSEDCL to the eligible bidders.
- 4.3.2 The bucket of the capacity to be considered in the price auction process will be based on the installed capacity which needs to be submitted by the bidder while filing the Online Bid.
- 4.3.3 Shortlisted bidders for Reverse Auction will be able to login into the TCIL website of

reverse auction 15 minutes before the start time of reverse auction.

- (i) During the 15 minutes prior to start of reverse auction process, the respective first round tariff along with the total project capacity of the bidder shall be displayed on its window.
- (ii) Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff. The bidder shall ensure that the minimum bid decrement is honoured.
- (iii) During Reverse Auction, the bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.
- (iv) The initial auction period will be of 60 (sixty) minutes with a provision of auto extension by eight minutes from the scheduled/extended closing time if any fresh bid is received in last eight minutes of auction period or extended auction period. If no valid bid is received during last eight minutes of auction period or extended auction period, then the reverse auction process will be closed.

4.4 Selection of Successful Bidders

- 4.4.1 The bidders shall be selected in the ascending order with lowest quoted tariff (being L1) and so on till the capacity is exhausted.
- 4.4.2 The lowest quoting bidder will be allotted its qualified project capacity and then, next higher bidder will be allotted its qualified project capacity and so on, till the total eligible project capacity (S_E) is exhausted.
- 4.4.3 In case of the last selected bidder, if the balance project capacity is less than the total project capacity mentioned by the bidder, then the balance project capacity shall be awarded to the bidder till the total eligible capacity (S_E) is exhausted. (Note: It will be mandatory for the last selected Bidder to accept the last Project capacity offered by MSEDCL, which may be less than the capacity quoted by him).
- 4.4.4 In case of tie, among two or more bidders they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others.
- 4.4.5 In the above case (as mentioned in previous clause), if the time of quote also become exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow:

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

4.4.6 At the end of selection process, a Letter of Intent (LoI) will be issued to all the successful bidder(s). In case of Consortium being selected as Successful Bidder, the LOA shall be issued to the Lead Member of the Consortium.

4.4.7 In all cases, MSEDCL's decision regarding selection of bidder through Reverse Auction shall be final and binding on all participating bidders.

SECTION 5 - OTHER PROVISIONS

5 OTHER PROVISIONS

5.1 Role of State Transmission Utility

5.1.1 It is envisaged that the State Transmission Utility will provide transmission system to facilitate the evacuation of power from the Projects which may include the following:

- (i) Provide connectivity to the Projects with the grid
- (ii) Support during commissioning of projects
- (iii) Coordination for evacuation of power.

5.2 Power to Remove Difficulties

5.2.1 If any difficulty arises in giving effect to any provision of these guidelines or interpretation of the guidelines or there is a requirement to modify the guidelines for better implementation, the matter will be referred to MERC for this purpose. Thereafter, clarifications/modifications/ rectification of anomalies, may be issued with approval of MERC.

SECTION 6 - FORMATS FORBID SUBMISSION

6 Formats for Bid Submission

6.1 Formats

6.1.1 The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Clause 3.4 of Section 3 and other submission requirements specified in the RfS.

- (i) Format of Covering Letter (Format 6.1)
- (ii) Format for Board Resolutions (Format 6.2)
- (iii) Format for EMD (Format 6.3 A)
- (iv) Format for Performance Bank Guarantee for Biomass Project (Format 6.3 B)
- (v) Format for Disclosure (Format 6.4)
- (vi) Format for submission of financial bid (Formats 6.5)
- (vii) Format for preliminary details of biomass project (Format 6.6)
- (viii) Format for the Consortium Agreement (Format 6.7)
- (ix) Format for Power of Attorney (Format 6.8)
- (x) Check List for Bank Guarantees (Annexure-A)
- (xi) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-B)
- (xii) Terms & Conditions of Reverse Auction Procedure (Annexure-C)

The Bidder may use additional sheets to submit the information for his detailed response.

Format 6.1 - Covering Letter

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

Date:

Reference No:

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

Tel.:

E-mail address:

To

Chief Engineer (Renewable Energy)

Maharashtra State Electricity Distribution Co. Ltd., Renewable Energy Section, 5th Floor,

'Prakashgad', Bandra (East), Mumbai - 400 051

Sub: Response to RfS No ----- dated ----- for procurement of power generated from Biomass projects in Maharashtra.

Dear Sir,

We, the undersigned [insert name of the 'Bidder'] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for years to MSEDCL hereby submit our response to RfS. *We confirm that in response to the aforesaid RfS, we have not submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 6.4 under Disclosure). We also confirm that we directly or indirectly have not submitted response to RfS for more than cumulative capacity of 50 MW, including this response to RfS.* We are submitting application for the following Biomass Project(s): -

Sr. No.	Location	Installed Capacity in MW

1. We give our unconditional acceptance to the RfS, dated [Insert date in dd/mm/yyyy], enclosed draft PPA, attached thereto, issued by MSEDCL. In token of our acceptance to the RfS, PPA along with the amendments and clarifications issued by MSEDCL, the same have been digitally signed by us on TCIL portal in response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA shall be binding on us. Further, we confirm that the Project is commissioned on date / shall be commissioned within 18 months of the date of signing of PPA.

2. Earnest Money Deposit (EMD) – (please read Clause 3.8 carefully before filing)

We have enclosed EMD of Rs. (insert amount) in the form of bank guarantee no..... (insert bank guarantee number) dated (insert date of bank guarantee) as per format 6.3 A from [insert name of bank providing bank guarantee) and valid upto in terms of Clause 3.8 of this RfS. The total capacity of the project offered by us is MW (insert cumulative capacity proposed)

3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the selected Projects within due time as mentioned in Clause 3.8 on issue of LOA by MSEDCL for the selected Projects and/or we are not able to sign PPA with MSEDCL within 1 month of issue of LOA by MSEDCL for the selected Projects, MSEDCL shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

4. We have submitted our response to RfS strictly as per Section – 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. Acceptance

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

6. 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 RfS, execute the PPA in the event of our selection as Successful Bidder.

7. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
8. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from MSEDCL.
9. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
10. We confirm that all the terms and conditions of our Bid are valid up to (*Insert date in dd/mm/yyyy*) for acceptance (i.e. a period of one hundred eighty (180) days from the last date of submission of response to RfS).
11. Contact Person

Details of the representative to be contacted by MSEDCL 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,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per 3.17)

Format 6.2 Format of Board Resolution

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

1. **RESOLVED THAT** Mr/Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS under RfS No. XXXXXXXX for 'Selection of 50 MW Grid Connected Biomass Projects' in Maharashtra, including signing and submission of all documents and providing information / response to RfS to MSEDCL, representing us in all matters before MSEDCL, and generally dealing with MSEDCL 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 the each Member of the Bidding Consortium including Lead Member)
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 RfS. [To be passed by the Lead Member of the Bidding Consortium]

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/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

Format 6.3 A – Format of Earnest Money Deposit (EMD) for Biomass project

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

Ref. Bank Guarantee No. _____

Date: __

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project/Projects under PART-B of the cumulative capacity of MW [Insert Project capacity proposed] under REQUEST FOR SELECTION (RfS) FOR PROCUREMENT OF POWER GENERATED FROM BIOMASS POWER PROJECTS IN MAHARASHTRA for supply of power there from on long term basis, in response to the RfS No. dated issued by Maharashtra State Electricity Distribution Company Limited (MSEDCL) and MSEDCL considering such response to the RfS of[insert the name of the Bidder] as per the terms of the RfS, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to MSEDCL at [Insert Name of the Place from the address of MSEDCL] forthwith on demand in writing from MSEDCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees -----[Insert amount not less than that derived on the basis of Rs. 10 Lakhs per MW of cumulative capacity proposed, only, on behalf of M/s. [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including _[insert date of validity in accordance with Clause 3.8 of this RfS] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. (Rs. __ only). Our Guarantee shall remain in force until [insert date of validity in accordance with Clause 3.8 of this RfS]. MSEDCL shall be entitled to invoke this Guarantee till [insert date of validity in accordance with Clause 3.8 of this RfS].

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

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

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

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

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

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

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

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

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 Clause 3.8 of this RfS]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if MSEDCL serves upon us a written claim or demand.

Signature Name

Power of Attorney No.

For

[Insert Name of the Bank] E-mail ID of the bank:

Banker's Stamp and Full Address. Dated this day of __, 20

Format 6.3 B - Format for Performance Bank Guarantee for Biomass Project

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Biomass Generator) submitting the response to RfS inter alia for selection of the Project(s) for the capacity of MW, at[Project address] for supply of power there from on long term basis, in response to the RfS dated..... issued by Maharashtra State Electricity Distribution Co. Ltd. (hereinafter referred to as MSEDCL) and MSEDCL considering such response to the RfS of[insert the name of the selected Biomass Generator] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Biomass Project of the Biomass Generator and issuing Letter of Intent (LoI) No ----- to (Insert Name of selected Biomass Generator) as per terms of RfS and the same having been accepted by the selected Biomass Generator resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Biomass Generator, M/s -----]. As per the terms of the RfS, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to MSEDCL at [Insert Name of the Place from the address of the MSEDCL] forthwith on demand in writing from MSEDCL or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s [Insert name of the selected Biomass Generator]

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

Our liability under this Guarantee is restricted to Rs. _____ only.

Our Guarantee shall remain in force until.....

MSEDCL shall be entitled to invoke this Guarantee till

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

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by MSEDCL, made in any format, raised at the above-mentioned address

of the Guarantor Bank, in order to make the said payment to MSEDCL.

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

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. (Rs. only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if MSEDCL serves upon us a written claim or demand.

Signature Name_____

Power of Attorney No. _____

For

[Insert Name 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

3.

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 of the Nationalized Bank having branch in Mumbai.

Format 6.4 - Format for Disclosure

[On the letter head of Bidding Company]

Disclosure

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

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LOA has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be encashed and recoveries will be affected for the payments done.

(Signature & Name of the person Authorized

By the board)

Date:

Format 6.5 – Financial Proposal

Covering Letter

(On Bidder's letter head)

[Date and Reference]

To,

Sub: Response to RFS for PROCUREMENT OF POWER GENERATED FROM BIOMASS POWER PROJECTS IN MAHARASHTRA.

Dear Sir,

I/We, ----- (applicant's name) enclose herewith the financial proposal for selection of my/our firm for ---- Project for a proposed capacity of ----- MW -----(address).

I/We agree that this offer shall remain valid for a period of 180 days from the due date of submission of the response of RFS such further period as may be mutually agreed upon.

Format 6.6 – Preliminary Details of Biomass Project

[To be submitted separately for each project]

Project Capacity: MW

Location:

1.	Name of Bidding Company	
2.	Name of the technology Partner (if any)	
3.	Project Location	
4.	Capacity Proposed	
5.	Annual PLF	

(Signature)

(Name of Authorised Signatory)

Format 6.7 (Applicable Only In Case Of Consortiums)

Format for Power of Attorney

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

Power of Attorney

(To be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Know all men by these presents that M/s.....having its registered office at ,and M/s having its registered office at , (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (Insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered /Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No. MSEDCL/RE/BIOMASS/2018/..... Dated XX.XX.XXXX.

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

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

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

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

IN WITNESS WHEREOF M/s as the Member of the Consortium have executed these presents on this..... day ofunder 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: -----

Note: - Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section 2 of the RfS.

Format 6.8 (Consortium Agreement)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

This Consortium Agreement ("Agreement") executed on this day of Two thousand between M/s [insert name of Lead Member], a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Member-1", which expression shall include its successors, executors and permitted assigns) and M/s , a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Member-2", which expression shall include its successors, executors and permitted assigns), M/s , a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Member-n", which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS execution of Power Purchase Agreement (in case of award), against RfS No. MSEDCL/RE/BIOMASS/2018/.....Dated xx.xx.xxxx and Addendums thereto, if any issued by Maharashtra State Electricity Distribution Company (MSEDCL) a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 as applicable, and having its Registered Office at or constituted under

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,

MSEDCL desires to purchase power from grid connected Biomass Power Projects to be developed in Maharashtra through Competitive Bidding Process (followed by reverse e-auction)

WHEREAS,

MSEDCL had invited response to RfS vide its Request for Selection (RfS) dated

WHEREAS,

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

- 1) We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, -----, Member- n and to submit the response to the RfS.
- 2) The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
- 3) Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
- 4) The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
- 5) Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---

Member n	---
Total	100%

We acknowledge that after the execution of PPA, the 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 (1) one 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 Successful Bidder achieves Financial Closure in terms of the PPA.
- 7) In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
- 8) Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
- 9) It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
- 10) This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder..
- 11) It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of MSEDCL in terms of the RfS.
- 12) It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by MSEDCL.
- 13) The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.

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

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 MSEDCL.

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

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

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

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

Witnesses:

1) Signature-----

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

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.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
4.	Is each page of BG duly signed / initialed 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?	
5.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
6.	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	
7.	Whether overwriting/cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
8.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	

Annexure B - Special instructions to Bidders for e-Tendering

General

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

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, **Maharashtra State Electricity Distribution Company Ltd (MSEDCL)** has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender[®]. A portal built using Electronic Tender's software is also referred to as Electronic Tender System[®] (ETS).

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

Instructions

Tender Bidding Methodology:

Sealed Bid System

- Single Stage Two Envelope

Auction

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

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System[®] (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.

4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
 - Query to MSEDCL (Optional)
 - View response to queries posted by MSEDCL
8. Bid-Submission on ETS
9. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant Bid-Part
10. Post-TOE Clarification on ETS (Optional)
 - Respond to MSEDCL Post-TOE queries
11. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant part (ie Financial-Part) (Only for Technical Responsive Bidders)
12. Participate in e-Reverse Auction on ETS
13. For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer

<http://www.cca.gov.in>].

Registration

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

Any Instructions for Online/ Offline Payment of Registration Fee

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

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

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

TCIL/ ETS Helpdesk	
Telephone/ Mobile	<i>Customer Support: +91-11-26241790 (Multiple Lines)</i> <i>Emergency Mobile Numbers: +91-9868393775,</i> <i>9868393717,</i> <i>9868393792</i>
E-mail ID	<i>ets_support@tcil-india.com</i> <i>[Please mark CC: pratamnu.majumder@tcil-india.com]</i>

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- ☒ Submission of Bid-Parts/ Envelopes
 - *Technical-Part*
 - *Financial-Part*
- ☒ Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)
- ☒ Submission of digitally signed copy of Tender Documents/ Addendum

Offline Submissions:

Kindly refer Section 3.19 A.

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

Special Note on Security and Transparency of Bids

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

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

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

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

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

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

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to *MSEDCL* office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted by the bidder himself during the TOE itself or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of

taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Some Bidding related Information for this Tender (e-Reverse Auction)

e-Reverse Auction would be conducted after the opening of the Prequalification/ Financial-Part. The following would be parameters for e-Reverse Auction:

S#	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Refer
2	Duration of Reverse-Auction Bidding Event	1 Hour
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a 'Pre-defined Time- Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 Minutes
3.2	Automatic extension Time-Duration	08 Minutes
3.2	Maximum number of Auto-Extension	Unlimited Extensions
4	Criteria of Bid-Acceptance	A bidder can go on 'Decreasing' his own bid value without taking into cognizance the Starting Price' or 'Rank-1' bid
5	Entity – Start-Price	L1 of the respective Financial-Part/ Specified by Buyer organization
6	Minimum Bid-Decrement	0.01 INR

For other details of e-Reverse Auction bidders may refer Section 4.3.

Other Instructions

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

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

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

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For

your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

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

Additional DO'S AND DON'TS FOR BIDDERS Participating in e-Reverse Auction

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (ie its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e- Reverse Auction as defined by the Buyer organization.
4. If applicable for an e-Reverse Auction (such as in case of a Direct e-Reverse Auction which is not preceded by a sealed-bid stage), pay your EMD on ETS well in advance of the start of e-Reverse Auction bidding.
5. If applicable for an e-Reverse Auction (such as in case of a Direct e-Reverse Auction which is not preceded by a sealed-bid stage), pay the Bid Processing Fee well in advance of the start of e- Reverse Auction bidding.
6. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.

Minimum Requirements at Bidder's End

- Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)

Annexure C - TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the First round tariff and total capacity of project of qualified Project(s), MSEDCL shall resort to "REVERSE AUCTION PROCEDURE". Reverse Auction shall be conducted as per methodology specified in Section- 4 and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/Amendments/Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to TCIL.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant MSEDCL guidelines, shall be initiated by MSEDCL
7. The Bidder shall not divulge either his Bids or any other exclusive details of MSEDCL to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a. Bidders may note that, although extension time is '8' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the

refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last-minute hosting of the Financial Bid during reverse auction.

- b. Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of MSEDCL, bid process, bid technology, bid documentation and bid details.
 - c. It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
 - d. Technical and other non-commercial queries (not impacting price) can only be routed to the MSEDCL contact personnel indicated in the RfS document.
 - e. Order finalization and post order activities such issue of LOA, signing of PPA etc. would be transacted directly between successful bidder(s) and MSEDCL.
 - f. LOA shall be placed outside the TCIL e-portal & further processing of the LOA shall also be outside the system.
 - g. In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure – D of the RfS document.
 - h. Bidders are advised to visit the auction page and login into the system well in advance to identify / rectify the problems to avoid last minute hitches.
 - i. MSEDCL will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of PC at Bidder's end.
 - j. Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC / Internet / Java related issues and Bidder may lose the chance of participation in the auction.
10. For access to the Reverse Auction site, the following URL is to be used:
<https://www.tcil-india-electronictender.com>

11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section 4 and other provisions of Reverse Auction in RFS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	Please refer Bid Information Sheet
2.	Duration of Reverse-Auction Bidding Event	1 Hour
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse- Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 minutes
3.2	Automatic extension Time-Duration	08 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	First Round tariff Quoted by the bidders in Financial Bid (Second Envelope)

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

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

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

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

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

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