

Maharashtra State Electricity Distribution Company Ltd.



REQUEST FOR SELECTION (RfS)

**FOR PURCHASE OF POWER THROUGH COMPETITIVE BIDDING PROCESS
FOLLOWED BY E-REVERSE AUCTION FROM GRID CONNECTED WIND-SOLAR
HYBRID POWER PROJECTS AT IDENTIFIED SITES**

RfS No. MSEDCL / Wind-Solar Hybrid Power/T-1 dated 02.01.2019

(Tender Search Code @ TCIL: MSEDCL-2019-TN000001)

ISSUED BY

Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL),
Renewable Energy Section, 5th Floor, 'Prakashgad', Bandra (East), Mumbai - 400 051

Website: www.mahadiscom.in

Email – ncetendermsedcl@gmail.com

INDEX

1	INTRODUCTION, BACKGROUND AND SCHEME DETAILS	9
2	DEFINITIONS	14
3	BID INFORMATION AND INSTRUCTIONS TO BIDDERS.....	21
4	BID EVALUATION METHODOLOGY AND SELECTION OF PROJECTS	47
5	OTHER PROVISIONS	52
6	FORMATS FOR BID SUBMISSION	54

LIST OF ANNEXURES

Annexure: 1: Technical Parameter of PV Module and various other components for use in Grid Connected Solar Power Plants.....	76
Annexure: 2: Check List for Bank Guarantees	80
Annexure: 3: List of Banks.....	81
Annexure: 4: Special Instructions to Bidders for E-Tendering.....	82
Annexure: 5: Terms & Conditions of Reverse Auction.....	89

DISCLAIMER:

1. 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. If no intimation is received from any Bidder within fifteen (15) days from the date of notification of RfS/ Issue of the RfS documents, it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.
2. Maharashtra State Electricity Distribution Company Limited (MSEDCL) reserves the right to modify, amend or supplement this RfS document including the draft PPA.
3. While this RfS has been prepared in good faith, neither MSEDCL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS, even if any loss or damage is caused by any act or omission on their part.

Place: Mumbai

Date: 02.01.2019

BID INFORMATION SHEET

Document Description	RfS Document for purchase of power through competitive bidding process (followed by e-reverse auction) from grid connected Wind-Solar Hybrid Power Projects at identified sites.
RfS No.& Date	MSEDCL/Wind-Solar Hybrid Power/T-1 dated 02.01.2019
Downloading of tender documents	From 02.01.2019
Pre-bid Conference / Clarification Meeting	Date: 08.01.2019 Time: 3:00 PM Venue: 6th Floor, 'Prakashgad', Bandra (East), Mumbai - 400 051
Last Date & Time for a) Online Submission of Response to RfS and b) Submission of all documents as per Section 3.19 A physically at MSEDCL office, Mumbai	Date : 21.02.2019 Time: 11:00 AM
Technical Bid Opening	Date : 21.02.2019 Time : 2:00 PM
Declaration of seized maximum quantum (Capacity) arrived during first stage	Will be informed to eligible bidders
Financial Bid Opening	Will be informed to eligible bidders
e-Reverse Auction	Will be informed to eligible bidders
Ceiling tariff	INR 2.75/ kWh
Cost of RfS Document (non-refundable)	Rs. 25,000/- plus 18% GST applicable (to be submitted in the form of DD/Pay Order, along with the response to RfS in favour of "Maharashtra State Electricity Distribution Company Ltd", payable at Mumbai)
Processing Fee	Rs. 3 Lakhs plus 18% GST applicable, to be submitted in the form of DD/Pay Order along with the response to

RFS FOR PURCHASE OF POWER THROUGH COMPETITIVE BIDDING PROCESS FOLLOWED BY E-REVERSE AUCTION FROM GRID CONNECTED WIND-SOLAR HYBRID POWER PROJECTS AT IDENTIFIED SITES.

(non-refundable)	RfS in favour of “Maharashtra State Electricity Distribution Company Ltd”, payable at Mumbai).
Earnest Money Deposit (EMD)	Earnest Money of INR 9.5 Lakhs/MW to be submitted in the form of Bank Guarantee at the time of submission of response to the RfS.
Performance Bank Guarantee (PBG)	Performance Bank Guarantee @ INR 23 Lakhs/MW to be submitted within 30 days from the date of issue of Letter of Award.
TCIL Registration / Bidding Fee (non-refundable)	INR 3000 + applicable taxes / INR 15000 + applicable taxes
TCIL e-Reverse Auction Fee (non-refundable)	INR 15000 + applicable taxes
Name, Designation, Address and other details (For Submission of Response to RfS)	Chief Engineer (Renewable Energy) Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL), Power Purchase Section, 5th Floor, ‘Prakashgad’, Bandra (East), Mumbai - 400 051 Email – ncetendersedcl@gmail.com Tel No. 022- 26474211. Website – www.mahadiscom.in
Details of persons to be contacted in case of any assistance required	a. Chief Engineer (Renewable Energy) Email – ncetendersedcl@gmail.com Tel No. 022- 26474211. b. Executive Engineer (Renewable Energy) Email – seppncemsedcl@gmail.com Tel No. 022- 26474211.
Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the websites www.mahadiscom.in and www.tcil-india-electronictender.com . No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.	

For conducting the e-bidding, MSEDCL is using the portal <https://www.tcil-indiaelectrictender.com> of Telecommunications Consultants India Limited (TCIL), which is a Government of India undertaking (e-bidding Portal). Bidders may register themselves online with TCIL (if they are not already registered), as 'Supply organization/ Bidder', by paying 'Buyer-specific Annual Portal Registration Fee' to TCIL, through the payment gateway facility of the E-bidding Portal of INR 3,000 (Indian Rupees Three Thousand) (plus applicable taxes as indicated in the e-bidding Portal), and subsequently download the RfS and other Bid Documents from the E-bidding Portal.

It is further clarified that in case a Bidder intends to participate in tenders published by any other organization(s) on the E-bidding Portal, the 'Annual Portal Registration Fee' payable is INR 6,000 (Indian Rupees Six Thousand) (plus applicable taxes as indicated in the E-bidding Portal).

A Bidder, who is already validly registered on the E-bidding Portal need not register again on the E-bidding Portal.

Additionally, prior to the submission of the Proposal, Bidders are required to pay online non-refundable ETS bidding fee of INR 15,000 (Indian Rupees FifteenThousand only) (plus applicable taxes as indicated in the e-bidding Portal) through the payment gateway facility on the E-bidding Portal.

SECTION 1 : INTRODUCTION, BACKGROUND AND SCHEME DETAILS

1 Introduction, Background and 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 MNRE's National Wind Solar Hybrid policy dated 14 May, 2018 allows hybridizing existing wind projects with solar power by utilizing existing evacuation arrangement.

1.2 Background

- 1.2.1 In order to fulfill the renewable power purchase obligation (RPO) and to meet the future requirements, MSEDCL intends to procure renewable power. With the objective to promote the hybrid projects for optimal and efficient utilization of transmission infrastructure and land, reducing the variability in renewable power generation and achieving better grid stability, MSEDCL envisage to procure Wind-Solar Hybrid power to the maximum possible capacity on the identified Lands through Competitive Bidding Process [conducted electronically facilitated online on web-based portal followed by separate e-reverse auction]. The identified land is to be developed by developer on a consolidated basis at each site and quote the maximum possible capacity to be commissioned.
- 1.2.2 MSEDCL has identified following sites, owned by MEDA for development of Wind-Solar Hybrid Power Projects:

Sr.	Site Name	Capacity of existing wind project (MW)	Total land in hectare	Spare land available in hectare	Minimum Capacity (MW)
1	Motha, Tal. Chikhaldara Dist. Amaravati	2	51.93	38.93	25
2	Chalkewadi, Satara	2.25	79.4	39.4	40
		3.75			
3	Gudhepanchgani,	1.84	44.16	27.66	25

Sr.	Site Name	Capacity of existing wind project (MW)	Total land in hectare	Spare land available in hectare	Minimum Capacity (MW)
	Sangli				
4	Vijaydurg, Sindhudurg	1.5	47.6	41	25
5	Sautada, Tal Patoda, Beed	Nil	54.23	54.23	30

1.2.3 From the above said table, it is observed that there is no wind power project installed at Sautada, Beed Site, while the wind projects at Vijaydurg (1.50 MW) & Chalkewadi (2.25 MW) sites have completed their useful life. For the remaining 2 sites of Motha (2.00 MW) & Chalkewadi (3.75 MW), the balance useful life is only 4-5 years whereas the useful life of Gudhe Panchgani is expiring in next year. The Energy Purchase Agreements (EPA's) are already expired for all the above locations except Gudhe Panchgani, Sangli (which will be expiring in next year).

1.3 Overview of the bidding process

1.3.1 Hybrid Project Developers (hereafter referred to as HPDs) selected by MSEDCL based on this RfS, shall set up Wind-Solar Hybrid Power Projects on Built Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). PPA format has been enclosed along with the bidding documents.

1.3.2 The tendering process will be held in two stages.

- i. In the First Stage, bidders shall quote maximum possible wind and solar generation Capacity considering the minimum capacity for the particular site as given in Clause 1.2.2, with the proportion of Wind and Solar as prescribed in the National Wind-Solar Hybrid policy, 2018 whereby developer to maintain the rated power capacity of one resource of at least 25% of the rated power capacity of other resource, considering the area available at the above said identified sites. Maximum capacity quoted by any of the bidder will be seized as the Bid Capacity for all the eligible bidders for the Second Stage. The bidder(s) quoting the lowest capacity in Stage - 1 of the bidding process shall be eliminated after the first stage and shall not be allowed to participate in the further stages of the bidding process; however the same shall be at MSEDCL's discretion based on the number of bidders participating in the first stage. All the Bidders qualifying in the first stage will be eligible for the Second Stage.
- ii. In the Second Stage, the Financial Bid of all the eligible bidders shall be opened and their bids shall be evaluated as per the procedure elaborated in Section 4 of this RfS. The Second Stage of the bidding process will be followed by e-reverse auction. To recognize a wind-solar plant as a hybrid plant it is mandatory for the Hybrid Project Developers (HPD) to maintain the ratio between rated power

capacity of both the resources which is rated power capacity of one resource shall be at least 25% of the rated power capacity of other resource. (For example: If HPD desires to develop 100 MW capacity, Wind-Solar capacity shall be in proportion of 80 MW-20 MW or 20 MW-80 MW)

- 1.3.3 MSEDCL shall provide the above-mentioned lands/sites in Clause 1.2.2 to the selected HPD for development of Hybrid Power Projects. The process of transferring the land to the selected bidder shall be decided after consultation with MEDA. The developer shall utilise the lands available at its optimum level for hybridization, after dismantling of existing Wind Power projects, if required. Any expense related to dismantling of existing wind mills, development of spare land, fencing for the project sites, etc shall be borne by the selected bidder.
- 1.3.4 The HPD shall utilise the land only for the purpose of development of solar and wind project from which the power is required to be supplied to MSEDCL. No other activity/use will be allowed to be carried out other than as specified in this bid.
- 1.3.5 On completion of contract period or termination of the contract, the selected bidder shall hand-over the provided land/sites to MSEDCL.
- 1.3.6 The selected HPD shall make the evacuation arrangement from the project site to the nearest MSEDCL/MSETCL Substation at its own cost.
- 1.3.7 The selected HPD shall make arrangement for disposal/transportation of scrap or dismantled parts of the old wind-site, if dismantled, with consultation of or as directed by MEDA. The expenses towards the same shall be borne by the selected HPD only.

1.4 Details of Power Procurement

- 1.4.1 The bidder selected by MSEDCL based on this RfS, shall set up Wind-Solar Hybrid Power Projects in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). PPA format has been enclosed and can be downloaded from <https://www.tcil-india-electronictender.com>
- 1.4.2 MSEDCL shall enter into separate PPAs with successful bidder(s) for each of the 5 identified sites for a period of 25 years from the scheduled commercial operation date of the project. The ceiling tariff for bid purpose has been fixed at Rs.2.75/kWh and the maximum tariff payable to selected bidder shall be fixed for the entire PPA period, as discovered through the e-bidding and e-Reverse Auction conducted vide this RfS. The bidder will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays, benefits from trading of carbon credits, etc. as available for such projects. The same will not have any bearing on comparison of bid for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidder to

avail various tax and other benefits. No claim shall arise on MSEDCL for any liability if bidder is not able to avail fiscal incentives and this will not have any bearing on the applicable Tariff.

- 1.4.3 In case of import of energy during a month, the successful bidder shall be required to make payment to MSEDCL at prevailing HT Industrial tariff rate as determined by MERC from time to time.

1.5 Eligible Projects

- 1.5.1 The Projects to be selected under this RfS for capacity discovered in First stage shall be installed at the identified site(s) provided for deployment of Wind-Solar Hybrid Power Projects in the proportion stipulated in the National Wind Solar Hybrid Policy. The selection of solar modules and wind turbines would be technology agnostic. Only commercially established and operational technologies can be used to minimize the technology risk and to achieve timely commissioning of the Projects.
- 1.5.2 In order to ensure only quality systems are installed, and in order to bring-in advantage of latest development/Models, the type-certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) issued by MNRE as updated until the Scheduled Commissioning Date of the projects will be allowed for deployment under the RfS.
- 1.5.3 The Bidders shall ensure that solar cells and modules used in the project shall be from the models and manufacturers included in the Approved List of Models and Manufacturers (ALMM) List as issued by MNRE from time to time. Further, for solar modules and balance of systems, the technical guidelines issued by MNRE from time to time for grid connected Solar PV systems and the technical guidelines prevalent at the time of commissioning of the Project, will be followed and must strictly comply with the technical parameters detailed in the **Annexure: 1**.
- 1.5.4 Also, the standards and regulations including metering methodology and standards, forecasting and scheduling regulations, REC mechanism, grant of connectivity and sharing of transmission lines, MoD, etc. for wind-solar hybrid systems as and when published by CEA and CERC/MERC shall be applicable from the date of issue of such methodology.

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" shall mean a Company that, directly or indirectly,

- i. controls, or
- ii. is controlled by, or
- iii. is under common control with, a Company developing a Project 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;

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

"Bid Capacity" means aggregate project capacity of wind-solar hybrid project proposed by a bidder and to be determined at the first stage of the bidding process.

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

"Capacity Utilisation Factor (CUF)" shall have the same meaning as provided in CERC (Terms & Conditions for tariff determination from renewable energy sources) Regulations, 2009 as amended from time to time.

"Chartered Accountant" shall mean a person practicing in India or a firm where of all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949; For bidders or its Parent, Affiliate or Ultimate Parent or any Group Company incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated / registered under the corresponding Statutes/laws of the respective country;

"CERC" shall mean Central Electricity Regulatory Authority.

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

"Commissioning" with respect to the Project as certified by SLDC/MSEDCL/SNA shall mean when all equipments as per rated capacity has been installed and energy has flown into the grid.

"Commercial Operation Date" shall mean the date on which the Project/ Unit is commissioned (certified by SLDC/DISCOM/SNA) and available for commercial operation for which the Successful Bidders shall have to provide a written notice to MSEDCL at least 30 days in advance.

"Contracted Capacity" shall mean the capacity (in MW AC) contracted with MSEDCL for supply by the successful bidder at the Delivery Point of the site from the Wind-Solar Hybrid Power Project.

"Contract Year" shall mean, with respect to the initial Contract Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on 31st March of that Fiscal Year. Each successive Contract Year shall coincide with the succeeding Fiscal Year, i.e., a period of twelve months commencing on April 1 and ending on following March 31, except that the final Contract Year shall end on the date of expiry of the Term or on Termination of this Agreement whichever is earlier.

"Day" shall mean calendar day.

"Discom" means Maharashtra State Electricity Distribution Company Limited.

"Delivered Energy" means the kilowatt hours of Electricity actually fed and measured by the energy meters at the Delivery Point and as certified by SLDC / MSEDCL/ MSETCL.

"Delivery Point / Interconnection Point" shall mean the point(s) of connection(s) at which energy is delivered into the Grid System, metering shall be at the 33 kV bus of substation of MSEDCL/Maharashtra State Electricity Transmission Company limited (MSETCL).

"Effective Capacity Utilization Factor (Effective CUF)" means ratio of the actual energy supplied from a hybrid plant over the year to the maximum possible energy that can be supplied against the declared project capacity at delivery point in a year, e.g. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, effective CUF= $(X \text{ MWh} / (Y \text{ MW} * 8760)) * 100\%$;

"Electricity" shall mean the electrical energy in kilowatt-hours.

"Electricity Laws" shall mean the Electricity Act, 2003 and the relevant rules, notifications, and amendments issued thereunder and all other Laws in effect from time to time and applicable to the development, financing, construction, ownership, operation or maintenance or regulation of electric generating companies and

Utilities in India, the rules, regulations and amendments issued by CERC/ MERC from time to time.

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

"Financial Closure" or "Project Financing Arrangements" means arrangement of necessary funds by HPD 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 a legally binding agreement for commitment of such finances.

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

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

"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.

“Hybrid Power Project” means the wind-solar hybrid power project where the rated power capacity of one resource is atleast 25% of the rated power capacity of the other resource.

“HPD” means the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a hybrid project capacity by MSEDCL through a competitive bidding process.

“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 Award” or “LOA” shall mean the letter issued by Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL) to HPD for award of the project contract.

“Limited Liability Partnership” or “LLP” shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.

“LLC” shall mean Limited Liability Company.

“MERC” shall mean Maharashtra Electricity Regulatory Commission.

“MEDA” shall mean Maharashtra Electricity Development Agency. It has been identified as the Sate Nodal Agency (SNA) for implementation of this policy.

“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.

“Metering Point” shall mean the point at which energy shall be measured and supplied to MSEDCL, metering shall be at the 33 kV bus of substation of MSEDCL/MSETCL.

“MNRE” means the Ministry of New and Renewable Energy.

“Month” shall mean calendar month.

“Net-Worth” means the Net-Worth as defined in Section 2 of the Companies Act 2013.

“Paid-up share capital” shall include:

- Paid-up equity share capital
- Fully, compulsorily and mandatorily convertible Preference shares
- Fully, compulsorily and mandatorily convertible Debentures.

“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;

“Part Commissioning” shall mean a part of the Wind/Solar Capacity (AC MW) commissioned as per clause 3.13.1.

“Performance Bank Guarantee” shall mean the irrevocable unconditional bank guarantee to be submitted by the successful bidder as per Clause 3.8.

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

“Project” shall mean a Wind-Solar Hybrid Power Grid Interactive Power Generating Station to be established by HPD on the identified site(s) in Maharashtra, and shall include land, buildings, plant, machinery, ancillary equipment, material, switch-gear, transformers, protection equipment and the like necessary to deliver the Electricity generated to MSEDCL at the Delivery Point.

“Project Site” means any and all parcels of real property, rights-of-way, easements and access roads located in Maharashtra, upon which the Project and its related infrastructure will be located.

“Project Capacity” means the AC capacity in MegaWatt of the project at the generating terminal(s) and to be contracted with MSEDCL for supply from the Wind-Solar Hybrid Project.

“RfS Document” shall mean the bidding document issued by MSEDCL including all attachments, clarifications and amendments thereof.

“SCADA” means the Supervisory Control and Data Acquisition System (SCADA) installed for recording and transferring the online data.

“SCOD” or “Scheduled Commercial Operation Date” shall mean the date as declared by the Successful Bidder in the PPA which shall not exceed 15 (Fifteen) months from the date of execution of the PPA.

“SEA” means the State Energy Account issued by State Load Dispatch Centre, Maharashtra and amendment thereto.

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

“SLDC” means the State Load Dispatch Center.

“STU or “State Transmission Utility” or “Mahatransco” shall mean the Maharashtra State Electricity Transmission Company Limited (MSETCL).

“TOE” shall mean Tender Opening Event.

“Ultimate Parent” shall mean a Company, which owns not less than fifty-one percent (51%) equity either directly or indirectly in the Parent and Affiliates.

“Week” shall mean calendar week

“Wind-Solar Hybrid Policy” means the National Wind-Solar Hybrid Policy dated 14 May, 2018 issued by MNRE along with the amendment issued on 13th August 2018 and further such amendments.

SECTION 3 : BID INFORMATION AND INSTRUCTION TO BIDDERS

3 Bid Information and Instructions to Bidders

3.1 Obtaining RfS Document, Cost of Documents & Processing Fees

- 3.1.1 The RfS document can be downloaded from the website of TCIL <https://www.tcil-india-electronictender.com>. A link of the same is also available at www.mahadiscom.in. Interested bidders have to download the official copy of RfS & other documents after logging into the TCIL website by using the Login ID & Password provided by TCIL during registration (Refer **Annexure: 4**).
- 3.1.2 The bidders shall be eligible to submit / upload their response to bid document only after logging into the <https://www.tcil-india-electronictender.com> and downloading the official copy of RfS.
- 3.1.3 Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable processing fee as mentioned in the Bid Information Sheet. The bids submitted without cost of the RfS document and/or Processing Fee and/or Bank Guarantee against EMD, shall not be considered for the bidding and such bids shall not be opened by MSEDCL.

3.2 Capacity Offered & Project Scope

- 3.2.1 Total Capacity Offered
- a. The capacity to be offered for Grid-connected Wind-Solar Hybrid Power Projects will be arrived in the first stage of the bidding process based on the maximum capacity offered by bidder for the identified site(s).
 - b. Under this RfS, a Hybrid Power Project shall mean a Project comprising two 'components' - one Solar and one Wind Power Project. The rated Project capacity of either of the resource shall be more than 25% of the rated capacity of the other resource.
- 3.2.2 Project Scope:
- a. The successful bidder shall set up Wind-Solar Hybrid Power Project(s) at the identified site(s) in accordance to the provisions of this RfS document. In case, the spare land is not enough for development of new Wind Solar Hybrid Power Project, the project shall be setup after dismantling of existing wind mill at the site as required. All approvals, permits and clearances required for setting up of the Project and those required from State Government and local bodies shall be in the scope of the successful bidder. The HPD need to setup such projects at the identified site(s), however, it is mandatory for the HPD to develop the wind and

solar projects at the site(s) in a proportion as stipulated in Wind Solar Hybrid Policy. MSEDCL shall sign lease agreement with MEDA accordingly and bidder shall note that the land to be utilised only for the development of the specified Hybrid Project and no other activities would be allowed to be carried out. Development of Distribution / Transmission network up to the Delivery Point including connectivity shall be in line with Section 3.6.

- b. The Successful Bidder may opt for any configuration for developing solar and wind capacities at the mentioned sites, however, the successful bidder must meet the capacity criteria for the projects at the site(s) to be considered as hybrid project as per the above clause.
- c. The Bidder must declare the configuration of solar and wind capacities to be developed at the site(s) and it shall have the combination of Wind-Solar as mandated by the National Wind Solar Hybrid Policy.
- d. The dismantling of existing wind mill, if required will be the responsibility of the selected bidder. Any expenses for such dismantling shall be borne by the selected bidder.
- e. HPD shall develop the evacuation arrangement from the project site of the developer to the nearest MSEDCL/MSETCL Substation.
- f. The Bidder shall quote a single tariff for the Wind – Solar Hybrid Project to be developed at the identified site.

3.2.3 Project Sites for development of Wind-Solar Hybrid Power Project:

- a. Identified project sites being selected for development of Wind-Solar Hybrid Power Projects are as mentioned in section 1.2.2. It shall be noted that the Energy Purchase Agreements (EPAs) have expired for all selected locations.

3.3 Eligibility for Project Capacity Allocation

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

- 3.3.1 A bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single application/bid for seized bid maximum capacity in first stage.
- 3.3.2 Multiple bids from same company including its Parent/Ultimate Parent /Affiliates/Group Companies for the same site shall make all the bids submitted by the group invalid. However Bidder(s) can submit their bid for more than 1 identified site in the same Bid.
- 3.3.3 The evaluation of bids shall be carried out as described in Section 4. The

methodology of allocation of projects is also elaborated in Section 4.

3.4 Qualification Requirements

- 3.4.1 Bidder as defined in SECTION 2 is eligible to participate under this RfS.
- 3.4.2 The Bidding Entity should be incorporated in India under the Companies Act 1956 or Companies Act, 2013 as applicable.
- 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., i.e. the Project Company incorporated shall have the same shareholding pattern at the time of signing of PPA as given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 26% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to one year after the COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of MSEDCL, subject to the condition that, the management control remains within the same group of companies.

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.

- 3.4.4 Foreign Companies are allowed to participate and foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin. A foreign company can also participate on standalone basis or as a member of consortium at the RfS stage. In case of foreign company participating on standalone basis and its selection as successful bidder, it has to form an Indian Company registered under the Companies Act, 2013 as its fully owned subsidiary Company (i.e. 100% subsidiary) before signing of PPA. In case the foreign company is participating as a member of consortium, the Clause 3.4.3 shall be applicable.
- 3.4.5 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 Clause 3.5 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.

3.4.6 LLPs will not be considered eligible to bid against this RFS.

3.5 Eligibility Criteria

3.5.1 Net Worth:

- i) The Net-Worth of the Bidder for the last financial year shall not be less than INR0.95 CRORE/MW for being eligible to participate in the first stage of the bidding process. ON determination OF BIDDING QUANTUM I.E. THE CAPACITY AS SEIZED FOR THE SECOND STAGE (AS PER CLAUSE 1.3.2) AFTER THE FIRST STAGE OF BIDDING PROCESS, THE SUCCESSFUL BIDDERS WILL BE REQUIRED TO SUBMIT A FRESH CERTIFICATE FROM CHARTERED ACCOUNTANTS CERTIFYING THAT THE NET-WORTH OF THE BIDDER IS NOT LESS THAN INR 0.95 CRORE/MW FOR THE TOTAL SEIZED CAPACITY FOR THE SITE. FURTHER, IN CASE THE BIDDER(S) IS SUBMITTING BID FOR MORE THAN ONE (1) SITE, THEN THE BIDDER SHALL ENSURE THAT IT MEETS THE NET WORTH CRITERIA FOR THE COMBINED TOTAL seized CAPACITY OF ALL THE SITES. The bidders, only on submission of the said certificate, shall be allowed to participate in the e-Reverse Auction. Submission of wrong information shall lead to forfeiting of the EMD of the bidder by MSEDCL. Bidders shall have to furnish Certificates from Chartered Accountants, certifying the Net worth as on 31st March, 2018¹.
- ii) For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.

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

¹ Bidding companies of foreign nationality or foreign companies bidding as a part of a consortium, certificates need to be furnished for the last completed financial year.

miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, writeback of depreciation and amalgamation.

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

- i) A minimum annual turnover of INR 0.25 Crores/MW during the previous financial year. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover. On determination of bidding quantum i.e. the capacity as seized for the Second Stage (as per Clause 1.3.2) after the first stage of bidding process, the successful bidders will be required to submit a fresh certificate from Chartered Accountants certifying that the Annual Turnover of the Bidder is not less than INR 0.25 Crores/MW for the total seized capacity for the site. Further, in case the Bidder(s) is submitting bid for more than one (1) site, then the Bidder shall ensure that it meets the Annual Turnover criteria for the combined total seized capacity of all the sites.
- ii) Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) shall be atleast INR 0.10 Crores/MW as on the last date of previous financial year. On determination of bidding quantum i.e. the capacity as seized for the Second Stage (as per Clause 1.3.2) after the first stage of bidding process, the successful bidders will be required to submit a fresh certificate certifying that the Internal resource Generation Capability of the Bidder is not less than INR 0.10 Crore/MW for the total seized capacity for the site. Further, in case the Bidder(s) is submitting bid for more than one (1) site, then the Bidder shall ensure that it meets the criteria for the combined total seized capacity of all the sites.
- iii) In-principle sanction letter from the lending institutions/banks of the Bidder, committing a Line of Credit for a minimum amount of INR 0.125 Crores/MW towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder. On determination of bidding quantum i.e. the capacity as seized for the Second Stage (as per Clause 1.3.2) after the first stage of bidding process, the successful bidders will be required to submit a sanction letter committing Line of Credit for INR 0.125 Crores/MW for the total seized capacity for the site. Further, in case the Bidder(s) is submitting bid for more than one (1) site, then the Bidder shall ensure that it meets the criteria for the combined total seized capacity of all the sites.

3.5.3 The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per the

clauses 3.5.1 & 3.5.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding.

3.6 Connectivity with the Grid

- 3.6.1 The project should be designed for delivery of energy at MSEDCL/MSETCL periphery.
- 3.6.2 The responsibility of getting the grid connectivity within 9 months from the date of execution of PPA shall entirely be of the successful Bidder. The cost of power evacuation including cost of construction of line, etc. from the project up to the delivery/ interconnection point will be borne by HPD.
- 3.6.3 The installation and maintenance of energy accounting infrastructure shall be the responsibility of the successful HPD at his own cost. Separate energy meters shall be installed for solar power projects and wind power projects for the purpose of measuring the contribution of generated electricity in meeting the solar and non-solar RPO compliance of MSEDCL. For the purpose of energy accounting/billing, metering point shall be as per definition.
- 3.6.4 As per the wind-solar hybrid policy, solar and wind power injected from the hybrid project in to the grid will be worked out by apportioning the reading of main meter installed at the receiving station on the basis of readings of meters installed on HT side of the wind and solar PV plant.
- 3.6.5 Metering arrangement of each project shall have to be adhered to in line with relevant clauses of the PPA.
- 3.6.6 Any expense such as wheeling charges and losses between the Project and the Delivery Point shall be paid by the Successful HPD without any reimbursement by MSEDCL.
- 3.6.7 All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Delivery Point shall be borne by MSEDCL.
- 3.6.8 Reactive power charges shall be as per MERC regulations and shall be payable by HPD as per provisions of PPA. Any power drawn from the Grid will be payable as per Industrial Tariff as determined by MERC on time to time basis.
- 3.6.9 The Successful HPD shall comply with the MERC / CERC regulations on Forecasting, Scheduling and Deviation Settlement, or any Regulations made under National Wind-Solar Hybrid Policy, as applicable and shall be responsible for all liabilities related to Connectivity.

3.7 Clearances Required from the State Government and other Local Bodies

- 3.7.1 The Bidders are required to undertake various studies, if needed and obtain necessary clearances and permits (including environmental clearance and grid connectivity) as required for setting up the Wind-Solar Hybrid Power Projects.
- 3.7.2 Any neglect or omission or failure on the part of the bidder in obtaining necessary clearances and reliable information upon the forgoing or any other matter affecting the bid shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the bid.

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

- 3.8.1 The Bidder or its subsidiary Special purpose Vehicle (in case a SPV is formed to execute the project) shall provide the following Bank Guarantees to MSEDCL in a phased manner as follows:
- Earnest Money Deposit (EMD) of INR 9.5 Lakhs/MW for the capacity quoted by the bidder in the form of Bank Guarantee along with RfS.
 - Performance Bank Guarantee (PBG) of INR 23 Lakhs/MW at the time of signing of PPA corresponding to the Bid Capacity as determined after the e-reverse auction.
- 3.8.2 The Bank Guarantee against EMD shall be returned to the Successful Bidder after PBG submitted by them are verified by MSEDCL and PPA is signed.
- 3.8.3 The Successful Bidder is required to sign PPA with MSEDCL in line with the timeline given in section 3.10. In case, the selected bidder refuses to execute the PPA within the stipulated time period, the Bank Guarantee equivalent to EMD shall be encashed by MSEDCL as penalty. In case the Project is selected, MSEDCL shall release the EMD within 30 days upon execution of PPA with the Successful Bidder.
- 3.8.4 The PBG shall be valid upto a period of 7 months from Scheduled Commercial Operation Date (SCOD) of the Project. The PBG will be returned to the Successful Bidder immediately after successful commissioning of their Project, after taking into account any penalties due to delays in commissioning as per provisions stipulated in Section 3.13.
- (i) Earnest Money Deposit (EMD) @ INR 9.5 Lakh/MW in the form of Bank Guarantee according to Format 6.3 A and valid for 06 months from the last date of bid submission, shall be submitted by the Bidder along with their bid failing which the bid shall be summarily rejected. The Bank Guarantee

towards EMD have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.

- (ii) The Bidder shall furnish the Bank Guarantee towards EMD from any of the Banks listed at **Annexure: 3** in favor of MSEDCL.
- (iii) Performance Bank Guarantee (PBG): Bidder selected by MSEDCL based on this RfS shall submit Performance Guarantee for a value of @ Rs 23 Lakh/MW at the time of signing of PPA. It may be noted that successful Bidder shall submit the Performance Guarantee according to the Format 6.3 B, issued in favor of MSEDCL, for a value @ Rs 23 Lakh/MW with a validity period upto 7 months from Scheduled Commercial Operation Date. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by MSEDCL to the successful Bidder.
- (iv) The Bidder shall furnish the Performance Bank Guarantee (PBG) from any of the Banks listed at **Annexure: 3** to MSEDCL.
- (v) The format of the Bank Guarantees prescribed in the Formats 6.3 A (EMD) and 6.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed by MSEDCL.
- (vi) The Successful Bidder is required to sign PPA with MSEDCL within 30 days from the date of issuance of LoA. Subsequent extension in this timeline shall be finalized and agreed by MSEDCL. In case, MSEDCL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents 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 shall stand cancelled.
- (vii) The Bank Guarantees have to be executed on non-judicial stamp paper of Rs. 500.
- (viii) All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the bidder.
- (ix) In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist in **Annexure: 2** has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantee.
- (x) After the bidding process is over, MSEDCL shall release the Bank Guarantees towards EMD of the Successful Bidder (post submission of PBG)

and to unsuccessful Bidders within 30 days of the date of issuance of LoA to Successful Bidder.

3.9 Forfeiture of EMD

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

- (i) If the bidder withdraws 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 or does not execute the PPA within the stipulated time period;
- (iii) If after date of issue of LOA, it is found that the documents furnished by the bidder during RfS are misleading or misrepresented in any way and that relevant facts have been suppressed;
- (iv) If the bidder fails to furnish required Performance Bank Guarantee in accordance with Section 3.8.

3.10 Power Purchase Agreement

- 3.10.1 A copy of Standard Power Purchase Agreement, to be executed between MSEDCL and the Successful Bidder or its subsidiary Special Purpose Vehicle (SPV), as defined under section 3.4 of this RfS, shall be provided by MSEDCL along with this RfS. The PPA shall be signed within 30 days from the date of issue of Letter of Award (LoA). Separate PPAs shall be executed between MSEDCL and Selected Bidder for each of the sites which shall be valid for a period of 25 years from the date of SCOD as per the provisions of PPA. The successful bidder is required to furnish PBG as specified under 3.8 at the time of signing of PPA.
- 3.10.2 Before signing of PPA between MSEDCL and the Selected Bidder, MSEDCL will verify the documents furnished by the Bidder at the time of submission of response to RfS including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Bidder will also be required to furnish the documentary evidence for meeting the RfS Qualification Requirements as per Section 3.4.
- 3.10.3 Any extension of the PPA period beyond 25 years from the SCOD of the project till the land lease period of 30 years (Land lease between MSEDCL and MEDA) shall be through mutual agreements between the Successful Bidder and MSEDCL. Any extension beyond lease period (30 years) shall not be allowed in any case.

3.11 Power Generation by Successful Bidder

- 3.11.1 **Criteria for Generation:** The Successful Bidder will declare the annual EFFECTIVE CUF of his Project at the time of submission of response to RfS. The declared effective CUF shall in no case be less than 20.5% (19% for the solar generation and 22% for wind generation) over a year. However the declared effective CUF shall be allowed to be improved at the time of signing of PPA. Thereafter, the EFFECTIVE CUF for the Project will be allowed to revise once within first year of COD after which it shall remain unchanged for the balance term of the PPA. The Selected HPD shall maintain generation so as to achieve effective CUF in the range of $\pm 10\%$ of their declared value during PPA duration. The lower limit will, however, be relaxed by MSEDCL to the extent of grid non-availability which is beyond the control of the Successful Bidder. The annual effective CUF for the first year will be calculated from the SCoD to upcoming 31st March and for following years, the same will be calculated from 1st April of the year to 31st March next year.
- 3.11.2 **Shortfall in Generation:** During PPA period, if for any year, it is found that the developer has not been able to generate minimum energy corresponding to the lower limit of effective CUF declared by the developer, such shortfall in performance shall make HPD liable to pay the compensation provided in the PPA as payable to MSEDCL. This will, however be relaxable by MSEDCL to the extent of grid non-availability for evacuation, which is beyond the control of the HPD. The amount of such penalty will be in accordance with the terms of the PPA. This compensation shall be applied to the amount of shortfall in generation during the year. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with successful bidder affecting supply of Hybrid power.
- 3.11.3 **Excess Generation:** In case the availability is more than the maximum effective CUF specified, the Successful bidder will be free to sell it to any other entity provided first right of refusal will vest with MSEDCL. In case MSEDCL purchases the excess generation, excess generation over and above 10% of declared annual effective CUF, the same may be done at 75% of the PPA tariff. MSEDCL shall inform the hybrid power generator for procurement of excess power within 15 days of receiving a written intimation from the hybrid power generator for such excess generation. If in case MSEDCL fails to reply to the generator within the above stipulated time period then the hybrid power generator shall be free to sell it to any other entity.
- 3.11.4 **Repowering:** The Hybrid Power Generator shall be allowed to repower the project once for a maximum period of six (6) months during the entire PPA term of 25 years. The generator shall not be in default for non-supply of power during this

period of repowering. However, MSEDCL will be obliged to buy power only within the range of effective CUF, specified in the PPA. Any excess generation will be dealt as specified in clause 3.11.3 of RfS.

3.11.5 **Generation Compensation in Offtake Constraint due to Transmission Infrastructure not Complete / Ready Beyond Delivery Point (Transmission Constraint)** - After the scheduled commissioning date, if the plant is ready but the necessary power evacuation / transmission infrastructure beyond delivery Point is not ready, for reasons not attributable to the Successful Bidder, leading to offtake constraint, the provision for generation compensation is as follows:

Transmission Constraint beyond Delivery Point	Provision for Generation Compensation
If the plant is partly or fully ready but the necessary power evacuation/ transmission infrastructure beyond Delivery Point is not ready, leading to offtake constraint.	a) The committed effective CUF, for the period of grid unavailability beyond Delivery Point, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the Successful Bidder in the succeeding 3 (three) Contract Years as per PPA to the extent of the actual generation loss, shall be procured by MSEDCL at the PPA tariff so as to offset this loss.

However, it is clarified that if the plant is ready before SCOD, but the offtake is constrained because of inadequate / incomplete power evacuation infrastructure beyond Delivery Point, no compensation shall be permissible.

3.11.6 **Generation Compensation in Offtake Constraints Due to Grid Unavailability Beyond Delivery Point** - During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability beyond Delivery Point the power is not evacuated, for reasons not attributable to the Successful Bidder. In such cases the generation compensation shall be addressed by MSEDCL in following manner:

Duration of Grid unavailability beyond Delivery Point	Provision for Generation Compensation
Grid unavailability beyond Delivery Point in a contract year as defined in the PPA: (For wind: beyond 50	Generation Loss = [(Average Generation per hour during the contract year) × (number of hours of grid unavailability beyond Delivery

Duration of Grid unavailability beyond Delivery Point	Provision for Generation Compensation
Hrs. For Solar: only period from 8 am to 6 pm to be counted):	Point during the contract year] Where, Average Generation per hour during the contract year (kWh) = Total generation in the contract year (kWh) ÷ Total hours of generation in the contract year The excess generation by the Successful Bidder equal to this generation loss shall be procured by MSEDCL at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

3.11.7 Offtake Constraints Due to Backdown - The Successful Bidder and MSEDCL shall follow the forecasting and scheduling process as per the regulations in this regard by the MERC. Instructions of backing down by MSEDCL / State Load Dispatch Centre (SLDC) shall be treated as per the prevailing regulations of MERC as applicable. If the plants have must run status in accordance with the prevailing MERC Regulations and eventuality of Back down arises, except for the cases where the Back down is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Successful Bidder shall be eligible for a Minimum Generation Compensation, from MSEDCL, in the manner detailed below.

Duration of Back down	Provision for Generation Compensation
Hours of Back down during a monthly billing cycle.	<i>Minimum Generation Compensation = 50% of [(Average Generation per hour during the month) × (number of Back down hours during the month)]X PPA Tariff</i> Where, Average Generation per hour during the month (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the month.

The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of report from relevant authorities/ SLDC.

It is clarified that Section 3.11.7 shall not be applicable, if in future, Merit Order Dispatch is made applicable to generation from renewable sources; from Hybrid power project in this case.

3.12 Financial Closure or Project Financing Arrangements

The Successful Bidder shall report tie-up of Financing Arrangements for the Project(s) within 9 months from the date of signing of PPA. In this regard, the HPD shall submit a certificate from all financing agencies regarding the tie-up of funds indicated for the Project. Additionally, the Power Developer shall furnish documentary evidence towards the following within 9 months from the date of execution of PPA.

- a) The orders placed/ agreements entered into, for supply of plants and equipment for the Project.
- b) The Hybrid Power Project Developer shall furnish the following documentary evidences:
 - a. No Objection Certificate / Environmental clearance (if applicable) for the Project.
 - b. Forest Clearance (if applicable) for the land for the Project.
 - c. Approval for Water from the concerned authority (if applicable) required for the Project.
 - d. The technology adopted as per **Annexure: 1**.

If the HPD fails to tie up Financing Arrangement for the project within 9 months as prescribed above or if the HPD fails to report such tie-up then the MSEDCL, shall forfeit the performance Bank Guarantee (PBG) unless the delay is on account of delay caused due to force majeure.

An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Hybrid Power Developer, on submission of a fresh Performance Bank Guarantee (PBG) with the same conditions, value and validity.

This extension shall not have any impact on the SCOD. However, such amount of encashed PBG shall be returned to the Hybrid Power Developer without any interest within a period of 30 days of achievement of successful commissioning provided such commissioning is within the Scheduled Commissioning Date (SCOD) on pro-rata basis, based on the Project Capacity commissioned on SCOD. However, in case of any delay in commissioning of the project beyond the Scheduled

Commissioning Date, the amount as deposited above by the Hybrid Power Developer shall not be refunded by MSEDCL.

3.13 Commissioning and penalty for delay in commissioning

The Commissioning of the Projects shall be carried out by the Successful Bidder selected based on this RfS, within a period of 15 (Fifteen) months from the date of execution of the PPA. The Successful Bidder shall be required to obtain Developer and / or Transfer Permission, Key Plan drawing etc. from MEDA prior to mounting of the solar panels and installation of wind turbines, fulfillment of requirements as mandated in section 5.1, and submit the same to MSEDCL prior to actual commissioning of the Project.

Commissioning certificates shall be issued by the State Load dispatch Centre after successful commissioning of Project.

- 3.13.1 Part Commissioning:** Part commissioning of the Project shall be accepted by MSEDCL subject to the condition that the Minimum Capacity for acceptance of first and subsequent part(s) commissioning shall be the 50% of the capacity allocated to the bidder after the e-reverse auction for the site, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned.. However, the SCOD (Schedule Commercial Operation Date) will not get altered due to part-commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCOD.
- 3.13.2 Early Commissioning:** The Successful Bidder shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCOD subject to the availability of the evacuation arrangements. In cases of early part-commissioning, till SCOD and the evacuation arrangements are available, MSEDCL may purchase the generation till SCOD, at 75% (seventy-five per cent) of the PPA tariff. However, in case the entire capacity is commissioned prior to SCOD, MSEDCL may purchase the generation at PPA Tariff, subject to the availability of evacuation arrangements. Further, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of MSEDCL.
- 3.13.3 Penalty for Delay in Commissioning:** The Project shall be commissioned by the Scheduled Commercial Operation Date. In case of failure to achieve this milestone, MSEDCL shall forfeit the Performance Bank Guarantee (PBG) in the following

manner.

- a) **Delay upto six (6) months from SCOD** – MSEDCL will forfeit total Performance Bank Guarantee on per day basis and proportionate to the balance Capacity not commissioned.
- b) **In case the commissioning of the project is delayed beyond Six (6) months from SCOD** - the tariff discovered after e-Reverse Auction shall be reduced at the rate of 0.50 paise/kWh per day of delay for the delay in such remaining capacity which is not commissioned for the entire term of the PPA. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and reduction in the fixed tariff shall be limited to 25 months from the date of PPA or till the Tariff becomes zero, whichever is earlier.

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

- i) The Company developing the project shall provide complete information in their bid in reference to RfS about the Promoters and their shareholding in the company indicating the controlling shareholding before signing of PPA with MSEDCL.
- ii) 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.
- iii) 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.
- iv) 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.
- v) Any change in the shareholding after the expiry of 1 (one) year from the COD can be undertaken under intimation to MSEDCL.

- vi) 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.
- vii) In the event the Hybrid Power Generator is in default to the lender(s), lenders shall be entitled to undertake "Substitution of Promoter" in concurrence with MSEDCL.
- viii) 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 Structuring of the Bid Selection Process

Two stage, double envelope bidding followed by reverse auction has been envisaged under this RfS. Bidders have to submit Technical bid and Financial bid (as per Format 6.8) together in response to this RfS online. The financial tariff needs to be filled online for the second stage of the bidding process. The preparation of bid proposal has to be in the manner described in Clause 3.17 & 3.19.

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

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit separate response for the particular site identified under this RfS in Clause 1.2.2.

Detailed Instructions to be followed by the bidders for online submission of response to RfS as stated at **Annexure: 4** and **Annexure: 5**.

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 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 6.2**.

In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this 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.

The USD – INR exchange rate shall be considered as the corresponding Telegraphic Transfer (TT) buying rate specified by SBI 7 days before the last date of submission of bid.

3. **Earnest Money Deposit** (EMD) in the form as per **Format 6.3 A**.
4. **Performance Guarantee** (to be submitted before signing of PPA as specified in (Section 3 . 8) in the form as per **Format 6.3 B**.
5. **Board Resolutions**, as per prescribed formats enclosed as **Format 6.4** 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.
6. In case of a Consortium, the **Consortium Agreement** between the Members in the Consortium as per **Format 6.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
7. Bidder shall ensure that the technology to be adopted shall be commercially established technology as per **Annexure: 1**. Final details of the same shall be submitted within 9 months from the date of execution of PPA.
8. **Format 6.6: Format for Disclosure**

9. Tie-up of Financing Arrangements for the projects within 9 months from the date of issue of LoA. Bidder shall give an **undertaking for Commitment to Financial Closure** as per **Format 6.8**

10. Attachments

i) Memorandum of Association (MoA), Articles of Association (AoA) needs to be attached along with the bid. The bidder should also highlight the relevant provision in the Object Clause of the MoA relating to generation and sale of Power / Energy / Renewable Energy / Solar Power/ Wind Power Plant development.

ii) In case, there is no mention of above provision 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.

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 / Solar Power/ Wind power plant development has to be submitted prior to signing of PPA.

iii) Certificate of Incorporation of Bidding Company / all member companies of Bidding Consortium.

iv) 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.

v) 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 Clause 3.14. 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.

vi) 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.

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.

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.

- vii) Certificate from Chartered Accountants, certifying the Net worth of the bidder as per Clause 3.5.1(i) as on 31st March, 2018² 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 Clause 3.5.1(i), 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.

3.17 Important Notes and Instructions to Bidders

- i) 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.
- ii) 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.
- iii) 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 Award, 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.

² Bidding companies of foreign nationality or foreign companies bidding as a part of a consortium, certificates need to be furnished for the last completed financial year.

- iv) If the event specified at point (iii) above is discovered after the execution of PPA, consequences specified in PPA shall apply.
- v) Response submitted by the Bidder shall become the property of the MSEDCL and MSEDCL shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Section 3.8.
- vi) All documents of the response to RfS (including RfS, PPA, Corrigenda (if any) Addenda (if any) and all other documents uploaded on <https://www.tcil-india-electronictender.com> as part of this RfS) submitted online must be digitally signed by the person authorized by the Board as per Format 6.4.
- vii) The response to RfS shall be submitted as mentioned in Section 3.19. 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.
- viii) The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid
- ix) All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted. .
- x) Bidders shall mention the name of the contact person, contact number, email address and complete address of the Bidder in the covering letter.
- xi) Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by MSEDCL.
- xii) Response to RfS not submitted in the specified formats will be liable for rejection by MSEDCL.
- xiii) Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- xiv) 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.
- xv) Only MERC and/ or Bombay High Court shall have exclusive jurisdiction in all matters pertaining to this RfS.

3.18 Non-responsive Bid

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.

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 at 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.

3.19 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 separately for the particular site identified under this RfS in Clause 1.2.2 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.

Bidding Envelope: Superscribed 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:

- i. **Covering Envelope:** Superscribed as “Covering Envelope Containing Cost of RfS Document, Processing Fee, Bank Guarantee towards EMD, and 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.
 - Processing Fees in the form DD/Pay Order as mentioned in the Bid Information Sheet
 - Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 6.3A). One EMD shall be submitted.
 - Covering Letter as per Format-6.1,
 - Power of Attorney as per Format 6.2 (if applicable),
 - Board Resolution as per Format 6.4
 - Consortium Agreement as per Format 6.5 (if applicable)
 - Letter for Disclosure, as per format 6.6
 - Undertaking for commitment to Financial Closure as per format 6.8
 - CA Certificate certifying Net Worth
 - List of Shareholders / Promoters / Directors
- ii. **Pass-Phrase Envelope-1:** Containing Pass Phrase for Technical Bid duly stamped and signed by the authorized signatory in sealed envelope
- iii. **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)

<i>Response to RfS for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from ____ MW grid connected Wind-Solar Hybrid Power Projects to be setup at the identified sites.</i>	
<i>Capacity of Project</i>	<i>_____MW</i>

<i>No. of packages bid for</i>	
<i>RfS Reference No.</i>	RfS No. MSEDCL / Wind-Solar Hybrid Power/T-1 dated 02.01.2019
<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 Signatory) (Stamp of Bidder)</i>
<i>Bid Submitted to</i>	Chief Engineer (Renewable Energy) Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL), Power Purchase Section, 5th Floor, 'Prakashgad', Bandra (East), Mumbai - 400 051

B. Documents to be submitted Online

Detailed instructions to be followed by the bidders for online submission of response to RfS are stated as **Annexure: 4 and Annexure: 5**. 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, Processing fee submitted shall be encashed and the EMD(s) shall be returned.

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:

1. "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.

- i) Formats - 6.1, 6.2 (if applicable), 6.3 A, 6.4, 6.5 (if applicable), 6.6, 6.8
- ii) All supporting documents regarding meeting the eligibility criteria

The bidder will have to fill the Electronic Form provided at the <https://www.tcil-india-electronictender.com> as part of Technical Bid.

2. "Financial Bid (Second Envelope)"

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

- i) Covering letter as per Format-6.7 of this RfS document;

Only single tariff bid for the Project shall have to be filled online in the Electronic Form for the second stage of the bidding process provided at the <https://www.tcil-india-electronictender.com>. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation; else the bid shall be considered as non-responsive.

Important Note:

- i) The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
- ii) Wherever mentioned, the Bidder must clearly indicate the Category under which the respective Project is being proposed. In case of any discrepancy, the Bid will be liable for rejection.
- iii) 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.
- iv) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

3.20 Validity of the Response to RfS

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.

3.21 Bid Preparation Cost

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

3.22 Clarifications / Pre Bid meeting / Enquires / Amendments

- i) Clarifications / Doubts, if any, on RfS document may be emailed and/or through <https://www.tcil-india-electronictender.com>
- ii) 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 on MSEDCL's website as well as TCIL's website <https://www.tcil-india-electronictender.com> If necessary, amendments, clarifications, elaborations shall be issued by MSEDCL which will be notified on MSEDCL / TCIL websites. No separate reply / intimation will be given for the above, elsewhere.
- iii) A Pre Bid Meeting shall be held as mentioned in the Bid Information sheet.

3.23 Right of MSEDCL to Reject a Bid

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.

3.24 Pre and Post LoA Compliance

Timely completion of all milestones i.e. signing of PPA, meeting Financial Closure requirements, conditions subsequent, commissioning, etc. will be the sole responsibility of the Successful Bidder and MSEDCL shall not be liable for issuing any intimations / reminders to them for timely compliance of milestones and/or submission of compliance documents. Any checklist shared with the Bidder / Successful Bidder by MSEDCL for compliance of milestones shall be for the purpose of facilitation only. Any additional documents required as per the conditions of RfS and PPA must be timely submitted by the Bidder / Successful Bidder.

SECTION 4 : BID EVALUATION AND SELECTION OF PROJECTS

4 Bid evaluation methodology and selection of Projects

4.1 Bid Evaluation

Bid evaluation will be carried out considering the information furnished by Bidders as per the provisions specified in SECTION 3 of this RfS. To ensure competitiveness, the minimum number of qualified Bidders required would be two. If the number of qualified bidders is less than two, even after three attempts of bidding, MSEDCL may continue with the bidding process with the consent of MERC.

The detailed evaluation procedure and selection of bidders are described in this Section.

4.2 Techno-commercial Evaluation of bidders

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

- i. The first envelope (Technical Bid submitted online) of only those bidders will be opened by MSEDCL whose required documents as mentioned at Section 3.19 are received at MSEDCL's office on or before the due date and time of bid submission.
- ii. Bid responses 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.
- iii. Subject to Section 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 2 days from the date of such intimation from MSEDCL. All correspondence in this regard shall be made through email / <https://www.tcil-india-electronictender.com> 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.
- iv. 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” quoted by the bidders in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

- i) Second Envelope (containing Tariff) of only those bidders shall be opened whose technical bids are found to be qualified.
- ii) The bidders including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit bid (single application) quoting tariff per kWh for the 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 Rs. 2.337, then it shall be considered as Rs. 2.33).
- iii) In this step, evaluation will be carried out based on tariff quoted by the Bidders. Tariff has to be less than INR 2.75/ kWh. Those bids where the tariff quoted is more than INR 2.75/ kWh, shall be summarily rejected.

Note: 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 in consultation with MERC.

- iv) If the first-round tariff quoted is same for two or more bidders, then all the bidders with same tariff shall be considered of equal rank/ standing in the order.
- v) Ranking of bidders after Financial Bid Evaluation: In case of financial bids received from all bidders are in the form of tariff, ranking of bidders shall be done accordingly. For example:

Bidder	Submitted Financial bid	Ranking
B8	Rs. 2.30 (Tariff in Rs./ kWh)	L1
B5	Rs. 2.70 (Tariff in Rs./ kWh)	L2
B1	Rs. 2.80 (Tariff in Rs./ kWh)	L3
B4	Rs. 2.80 (Tariff in Rs./ kWh)	L3
B2	Rs. 2.90 (Tariff in Rs./ kWh)	L4
B3	Rs. 2.91 (Tariff in Rs./ kWh)	L5

Bidder	Submitted Financial bid	Ranking
B7	Rs. 2.95 (Tariff in Rs./ kWh)	L6
B6	Rs. 3.00 (Tariff in Rs./ kWh)	L7
B10	Rs. 3.10 (Tariff in Rs./ kWh)	L8
B9	Rs. 3.20 (Tariff in Rs./ kWh)	L9
B11	Rs. 3.30 (Tariff in Rs./ kWh)	L9

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 as specified in “Bid Information Sheet” of this RfS.

4.3.2 All the techno-commercially qualified bidders would be eligible for reverse auction.

4.3.3 Shortlisted bidders for Reverse Auction will be able to login into <https://www.tcil-india-electronictender.com> for reverse auction 15 minutes before the start time of reverse auction.

- i) During 15 minutes prior to start of reverse auction process, the respective tariff along with the total project capacity of the bidder shall be displayed on its window.
- ii) The minimum decrement value for tariff shall be ₹ 0.01 per kWh. The bidder can mention its revised tariff which has to be at least 01 (one) paisa less than its current tariff.
- iii) Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value mentioned in previous Section. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
- iv) During Reverse Auction, the bidder shall not have the option of changing the capacity as seized for the Second Stage as per Clause 1.3.2 of this RfS, while quoting the tariff.
- v) In the bidder’s bidding window, the following information can be viewed by the bidder:
 1. Its tariff as their initial start price and there after last quoted tariff along with project capacity for which the bidder is qualified;
 2. The list of all the bidders with their following details: Pseudo Identity,

last quoted tariff and project capacity

- vi) The initial auction period will be of 60 minutes (sixty minutes) with a provision of auto extension by 8 minutes (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 get closed.

4.4 Selection of Successful Bidder

- 4.4.1 The bidder with lowest quoted tariff (being L1) shall be selected irrespective of their quoted capacity and shall be declared as the successful bidder.
- 4.4.2 In case of tie for the Tariff among two or more bidders, the bidder having the highest capacity shall be selected as the successful Bidder.
- 4.4.3 Further, if the Capacity as well as the Tariff is same for two or more bidders, then they will be considered in the chronological order of their last bid with preference given to the bidder who has quoted his last bid earlier than others.
- 4.4.4 In the above case (as mentioned in Clause 4.4.3), if the time of quote also becomes exactly same among the bidders and there is a situation of 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.

- 4.4.5 After the completion of selection process, Letter of Award (LOA) will be issued to the Successful Bidder. In case of Consortium being selected as Successful Bidder, the LOA shall be issued to the Lead Member of the Consortium.

In all cases, MSEDCL's decision regarding selection of bidder through Reverse Auction or otherwise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

SECTION 5 : OTHER PROVISIONS

5 Other Provisions

5.1 General Design of the Facility:

The Bidder shall ensure to operate and maintain the facility in accordance with the relevant technical standards in terms of the Electricity Act 2003 and Rules, Regulations, Orders and Policy decisions there under.

The Bidder shall ensure that the following facilities at all times:

- a. Have SCADA installation/ any other continuous communication facility for transferring the data of Solar & Wind Energy generated from the Facility's switchyard to the State Grid's Sub-Station;
- b. Have installed Special Energy Meter (SEM) with telecommunication facility with availability based tariff (ABT) feature as per relevant CEA specifications / regulations as may be applicable.
- c. Moreover, it shall be mandatory to provide real time visibility of electricity generation to MSLDC at Airoli, Navi Mumbai, Maharashtra through RTU-DC, V-SAT at the time of declaration of the Commissioning.

5.2 Role of State Nodal Agency

State Nodal Agency (SNA) appointed by state government will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commissioning of the Projects within the scheduled time line. This may include facilitation in the following areas:-

- Coordination among various State and Central agencies for speedy implementation of projects
- Support during commission of projects and constitute Commissioning Committee to verify commissioning of the projects and issue commission

5.3 Role of MSETCL

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

- Upon application for Connectivity as per MERC Regulations, MSETCL shall coordinate with the concerned agencies for grant of connectivity.

SECTION 6 : FORMATS FOR BID SUBMISSION

6 Formats for Bid Submission

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 3.8, 3.16, 3.19 of SECTION 3 and other submission requirements specified in the RfS.

- i) Format of Covering Letter (Format 6.1)
- ii) Format for Power of Attorney (Format 6.2)
- iii) Format for Earnest Money Deposit (EMD) (Format 6.3 A)
- iv) Format for Performance Bank Guarantee (Format 6.3 B)
- v) Format for Board Resolutions (Format 6.4)
- vi) Format for the Consortium Agreement (Format 6.5)
- vii) Format for Disclosure (Format 6.6)
- viii) Format for submission of Financial Bid (Formats 6.7)
- ix) Format of commitment to Financial Closure (Formats 6.8)
- x) Technical Requirements for Grid Connected Solar Power Projects (**Annexure: 1**)
- xi) Check List for Bank Guarantees (**Annexure: 2**)
- xii) List of Banks (**Annexure: 3**)
- xiii) Special Instructions to Bidders for e-Tendering and Reverse Auction (**Annexure: 4**)
- xiv) Terms & Conditions of Reverse Auction Procedure (**Annexure: 5**)

The Bidder may use additional sheets to submit the information for their 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. #: Fax#:

E-mail address#

GST number:

To.

Chief Engineer (RE)

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

Power Purchase Section, 5th Floor, 'Prakashgad',

Bandra (East), Mumbai - 400 051

Email – nctendermsedcl@gmail.com

Tel No.022-26474211.

Website – www.mahadiscom.in

Sub: Response to RfS No. MSEDCL / Wind-Solar Hybrid Power/T-1 dated 02.01.2019 for purchase of power through Competitive Bidding Process (followed by e-reverse auction) from grid connected Wind-Solar Hybrid Power Project at identified sites.

Dear Sir,

We, the undersigned [Insert name of the 'Bidder'] having read, examined and understood in detail the RfS No. MSEDCL / Wind-Solar Hybrid Power/T-1 dated 02.01.2019 & Addendums thereto if any, including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years from SCOD of the project by MSEDCL and hereby submit our response to RfS. We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company / Parent Company / Affiliate / Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 6.6 under

Disclosure). We are submitting application for the development of our Wind-Solar hybrid Project at the following location(s): -

Sr. No.	Location (Village, Taluka, Dist.)	Solar Capacity (MW)	Wind Capacity (MW)	EFFECTIVE CUF (%)	Sub-station Details
01					
02					
...					

(Note: 1. The bidder must ensure the project capacity mentioned is equal to _____ MW)

(Note 2. The bidder must quote a single effective CUF for the entire project capacity at the identified sites)

1. We give our unconditional acceptance to the RfS dated 02.01.2019, standard PPA and Addendums thereto, if any. In token of our acceptance to the RfS and PPA along with the amendments and clarifications issued by MSEDCL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS, and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within 15 months from the date of execution of the PPA.
2. Earnest Money Deposit (EMD): - (Please read Section 3.8 carefully before filling) 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 6.3A from [Insert name of bank providing bank guarantee] and valid up to.....in terms of Section 3.8 of this RfS. The total capacity of the Solar/ Wind Power Project offered by us is MW and the effective CUF shall be%.
3. We hereby declare that in the event our Project gets selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the Project within due time as mentioned in clause 3.8, respectively on issue of LOA by MSEDCL for the Project and/or we are not able to sign PPA with MSEDCL within 30 days from date of issue of LOA or as intimated by MSEDCL, 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 the RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. We hereby declare that during the selection process, in the event our Project happens to be the last Project and MSEDCL offers a capacity which is less than our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.
6. 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.
7. 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.
8. In case of our selection as the Successful bidder and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our 100% subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with MSEDCL, committing total equity infusion in the SPV as per the provisions of RfS.
9. We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity within the period of 9 months from the date of execution of PPA. In the event of delay in commissioning, the provisions of Section 3.8 and 3.13 of the RfS / relevant Articles of PPA shall be applied. Further, the project shall not be considered as commissioned unless the connectivity with STU grid is established and SLDC/ MSEDCL issues certificate of commissioning.
10. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
11. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from MSEDCL.
12. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
13. We confirm that all the terms and conditions of our Bid are valid up to *(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).

14. 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:

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

Dated the day of __, 2019...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per Section 3.16

(5) (a))

FORMAT- 6.2

(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 / Wind-Solar Hybrid Power/T-1 dated 02.01.2019.

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- 6.3 A

Format for Earnest Money Deposit

(TO BE ON NON-JUDICIAL STAMP PAPER OF RS. 500/-)

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 of the capacity of MW [Insert Project capacity proposed] for Procurement of up to ---- - MW of Power from grid - Connected Solar Power Projects for long term basis, through competitive bidding process (followed by e-reverse auction), in response to the RfS No. _____ dated _____ issued by 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], 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 Section 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. (Rupees. only).

Our Guarantee shall remain in force until [insert date of validity in accordance with Section 3.8 of this RfS]. MSEDCL shall be entitled to invoke this Guarantee till [insert date of validity in accordance with Section 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.____ (Rupees.____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 __, 2019

FORMAT- 6.3 B

Format for Performance Bank Guarantee for Hybrid Power Project

(TO BE EXECUTED ON STAMP PAPER OF RS.500/- BY HYBRID POWER DEVELOPER)

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Hybrid Power Developer) submitting the response to RfS inter alia for selection of the Project of the capacity of MW, at[Insert name of the place] for supply of power there from on long term basis, in response to the RfS dated..... issued by Maharashtra State Electricity Distribution Company Limited (hereinafter referred to as MSEDCL) and MSEDCL considering such response to the RfS of[insert the name of the selected Hybrid Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Hybrid Power Project of the Hybrid Power Developer and issuing Letter of Intent No ----- to (Insert Name of selected Hybrid Power Developer) as per terms of RfS and the same having been accepted by the selected bidders ,resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power from [selected Hybrid Power Developer, 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 Hybrid Power Developer]

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 Hybrid Power Developer] 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 Maharashtra 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 Hybrid Power Developer/Project Company, to make any claim against or any demand on the selected Hybrid Power Developer/ Project Company or to give any notice to the selected Hybrid Power Developer/Project Company or to enforce any security held by MSEDCL or to exercise, levy or enforce any distress, diligence or other process against the selected Hybrid Power Developer/Project Company.

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 untilWe 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

2. Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank or the party on whose behalf the BG has been issued.

2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks mentioned in this RfS.

FORMAT-6.4

Format for 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 vide RfS No. MSEDCL / Wind-Solar Hybrid Power/T-1 dated 02.01.2019 and Addendums thereto, if any for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from ____MW grid connected Wind-Solar Hybrid Power Projects to be setup at the identified sites including signing and submission of all documents and providing information / response to RfS to Maharashtra State Electricity Distribution Company Ltd (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]

- 1. 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%)

- 2. 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)
- 3. 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- 6.5

Format for 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 / Wind-Solar Hybrid Power/T-1 dated 02.01.2019 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 _____MW grid connected Wind-Solar Hybrid Power Projects to be setup at the identified sites 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

FORMAT- 6.6

Format for Disclosure

[On Stamp Paper duly notarized]

Disclosure

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. MSEDCL / Wind-Solar Hybrid Power/T-1 dated 02.01.2019 and Addendums thereto, if any and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further undertake that we / our Parent or Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not willful defaulter to any lender and there is no major litigation pending or threatened against us or any of our Affiliates which are of a nature that could cast a doubt on our ability or sustainability to undertake the Project.

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 effected for the payments done.

(Signature & Name of the person Authorized By the board)

Date:

FORMAT- 6.7

Financial proposal

Covering Letter

(On Bidder's letter head)

[Date and Reference]

To,

Chief Engineer (RE)

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

Power Purchase Section, 5th Floor, 'Prakashgad',

Bandra (East), Mumbai - 400 051

Sub: Response to RfS No. MSEDCL / Wind-Solar Hybrid Power/T-1 dated 02.01.2019 for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from _____MW grid connected Wind-Solar Hybrid Power Projects to be setup at the identified sites.

Dear Sir,

I/ We,

(Applicant's name) enclose herewith the Financial Proposal for

Selection of my / our firm for a capacity of _____MW as Bidder for above.

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

Note:

1. There can be only one tariff. If the bidder quotes two tariffs, then the bid shall be considered as non-responsive.
2. If the bidder submits the financial bid in the Electronic Form at <https://www.tcil-india-electronictender.com> not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.

3. Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be considered as non-responsive and summarily rejected.
4. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
5. The tariff should be mentioned up to two places of decimal only.
6. The Financial bid is not to be mentioned anywhere other than the Electronic Form and only the financial bid mentioned in the Electronic form will be considered for further evaluation

Authorized Signatory

Name:

Designation

Name of the Firm/Consortium Address

FORMAT- 6.8

Format of Commitment to Financial Closure

[(On Stamp Paper duly notarised)]

We hereby undertake in line with Clause 3.12 under the title “Financial Closure” that the following details shall be furnished within 9 (Nine) months from the date of execution of PPA:-

- Evidence of achieving complete tie-up of Project Cost through internal accruals or through external Financing Agency
- The orders placed/ agreements entered into, for supply of plants and equipment for the Project.
- The Hybrid Power Developer shall furnish the following documentary evidences:
 - (i) No Objection Certificate / Environmental clearance (if applicable) for the Project.
 - (ii) Forest Clearance (if applicable) for the land for the Project.
 - (iii) Approval for Water from the concerned authority (if applicable) required for the Project.
 - (iv) The technology adopted as per Annexure A.

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Bank Guarantee.

(Signature & Name of the person Authorized By the board)

Date:

Annexure: 1: Technical Parameter of PV Module and various other components for use in Grid Connected Solar Power Plants

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

1. PV Module Qualification

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

Crystalline Silicon Solar Cell Modules	IEC 61215
Thin Film Modules	IEC 61646
Concentrator PV modules	IEC 62108

In addition, PV modules must qualify to IEC 61730 for safety qualification testing @1000 V DC or higher. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

2. Power Conditioners/ Inverters

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4
Electrical Safety	IEC 62103/ 62109-1&2
Protection against Islanding of Grid	IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards
LVRT Compliance	As per the latest MERC/ CERC Guidelines/ Order/ Regulations
Grid Connectivity	Relevant MERC/ CERC Regulations (including LVRT compliance) and Grid Code as amended and revised from

	time to time.
Rated capacity	Nominal/ Rated output power of the inverter (if different power ratings are mentioned at different temperatures, then power rating at 50 ⁰ C shall be considered) in kW will be considered as inverter rated capacity.

3. Cables and connectors:

All cables and connectors used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years from the SCOD of the project and voltages as per latest IEC standards. (**Note:** IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 600-1800 Volts DC for outdoor installations should comply with the EN50618/ TUV 2pfg 1169/08/07 or equivalent IS for service life expectancy of 25 years).

4. Other Sub-systems/Components

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

5. Authorized Test Centers

The PV modules / Power Conditioners deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centers in India. In case of module types/ equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

6. Warranty

- a. PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years from the COD of the project.
- b. The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- c. The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.

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

7. Identification and Traceability

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

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

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

8. Performance Monitoring:

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

9. Safe Disposal of Solar PV Modules:

The Bidder will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in

accordance with the “e-waste (Management and Handling) Rules, 2011” notified by the Government and as revised and amended from time to time.

Annexure: 2: Check List for Bank Guarantees

Sl. no.	Details of Checks	Yes/No
1.	Is the BG on non-judicial Stamp paper of Rs. 500	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
5.	Is each page of BG duly signed / 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?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	Are the factual details such as Bid Document No./Specification No./LOA No.(if applicable)/Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

Annexure: 3: List of Banks

Guarantees issued by following Banks will be accepted as EMD / PBG on permanent basis.

NATIONALIZED BANKS	SCHEDULED PRIVATE BANKS
1. ALLAHABAD BANK	1. FEDERAL BANK LTD.
2. ANDHRA BANK	2. ING VYSYA BANK LTD.
3. BANK OF INDIA	3. AXIS BANK LTD.
4. BANK OF MAHARASHTRA	4. ICICI BANK LTD.
5. CANARA BANK	5. HDFC BANK LTD.
6. CENTRAL BANK OF INDIA.	6. YES BANK LTD.
7. CORPORATION BANK	7. KOTAK MAHINDRA BANK
8. DENA BANK	8. INDUSIND BANK LTD.
9. INDIAN BANK	9. KARUR VYSYA BANK
10. INDIAN OVERSEAS	10. CATHOLIC SYRIAN BANK
11. ORIENTAL BANK OF	11. CITY UNION BANK
12. PUNJAB NATIONAL	12. DHANLAXMI BANK. LTD
13. PUNJAB & SIND BANK	13. JAMMU & KASHMIR BANK LTD
14. SYNDICATE BANK	14. KARNATAKA BANK LTD
15. UNION BANK OF INDIA	15. LAXMI VILAS BANK LTD
16. UNITED BANK OF INDIA	16. NAINITAL BANK LTD
17. UCO BANK	17. RATNAKAR BANK LTD
18. VIJAYA BANK	18. SOUTH INDIAN BANK LTD
19. BANK OF BARODA	19. TAMILNADU MERCANTILE BANK LTD
20. STATE BANK OF INDIA	20. DCB BANK LTD
21. STATE BANK OF INDORE	21. IDFC BANK

Other Public Sector Banks

1. IDBI Bank

Annexure: 4: 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, 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

Two 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)-Class II and above.
2. Register on Electronic Tendering System[®] (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'.

To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.

7. Clarification to Tender Documents on ETS
 - a) Query to MSEDCL (Optional)
 - b) View response to queries posted by MSEDCL
8. Bid-Submission on ETS
9. Respond to MSEDCL Post-TOE queries
10. Participate in reverse auction if invited

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

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class II 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.

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

Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into the ETS Portal of <https://www.tcil-india-electronictender.com> If the official

copy of the documents is not downloaded from ETS Portal of <https://www.tcil-india-electronictender.com> within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.

2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance 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	Customer Support: +91-11- 26241790(multiple lines) Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792
Email-ID	ets_support@tcil-india.com [Please mark CC: najmussaba@tcil-india.com]

Some Bidding related Information for this Tender (Sealed Bid)

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

Submission of Bid-Parts

- Envelope I (Technical-Bid)
- Envelope II (Financial-Bid)

Submission of digitally signed copy of Tender Documents/ Addendum

In addition to the above, the bidders are required to submit certain documents physically offline also as per Section 3.19 A, failing which the technical bids will not be opened.

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

Special Note on Security and Transparency of Bids

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

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

CAUTION: All bidders must fill 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.**

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

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

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

Other Instructions

For further instructions, the bidder 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) of Class II or above well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [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 (.i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents.

Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

1. 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)

2. 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)
3. 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 (.i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e- Reverse Auction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.

Minimum Requirements at Bidder's End

1. Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 and above)
2. Broadband connectivity
3. Microsoft Internet Explorer 7.0 or above (Recommended version Internet Explorer 11)
4. Digital Certificate(s)

Annexure: 5: Terms & Conditions of Reverse Auction

After opening of financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), 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 / Corrigenda / 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, such bids would be considered non-responsive and would be rejected 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 '5' 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 posting 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 as issuance of LOA, signing of PPA etc. would be transacted directly between successful bidder 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-electrontender.com> 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:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	Please refer Bid Information Sheet
2.	Duration of Reverse-Auction Bidding Event	30 minutes

Sl. No.	Parameter	Value
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	05 minutes
3.2	Automatic extension Time-Duration	05 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff Quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by 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.