

**Maharashtra State Electricity Distribution Company Ltd.**



**REQUEST FOR SELECTION (RfS)  
FOR PURCHASE OF 250 MW FLEXIBLE AND SCHEDULABLE POWER  
THROUGH COMPETITIVE BIDDING PROCESS FOLLOWED BY E-  
REVERSE AUCTION FROM GRID CONNECTED RENEWABLE  
ENERGY SOURCES WITH ENERGY STORAGE FACILITY ON LONG  
TERM BASIS WITH GREEN SHOE OPTION**

**RfS No. MSEDCL/RE/2022/Flexible Power/T-07 dated 10.08.2022**

**ISSUED BY**

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

Renewable Energy Section,  
5th Floor, 'Prakashgad', Bandra (East), Mumbai - 400 051

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**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: 10.08.2022

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**BID INFORMATION SHEET**

<b>Document Description</b>	RfS for purchase of 250 MW Flexible and Schedulable Power through competitive bidding process followed by e-reverse auction from grid connected renewable energy sources with energy storage facility on long term basis with green shoe option
<b>RfS No.&amp; Date</b>	MSEDCL /RE/2022/Flexible Power/T-07 dated 10.08.2022
<b>Downloading of tender documents</b>	From 10.08.2022
<b>Pre-bid Conference / Clarification Meeting</b>	Date: 23.08.2022, Time: 11:00 AM (Through VC) (VC link be notified later)
<b>Last Date &amp; Time for</b> 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: 12.09.2022, Time: 03:00 PM
<b>Technical Bid Opening</b>	Will be informed later
<b>Financial Bid Opening</b>	Will be informed to eligible bidders
<b>e-Reverse Auction</b>	Will be informed to eligible bidders
<b>Cost of RfS Document (non-refundable)</b>	Rs. 25,000/- plus 18% GST to be paid through online payment.
<b>Processing Fee (non-refundable)</b>	Rs. 3 Lakhs plus 18% GST applicable, to be paid through online payment.
<b>Earnest Money Deposit (EMD)</b>	Earnest Money of Rs . 8.85 Lakhs/MW (inclusive of GST) to be submitted in the form of Bank Guarantee at the time of submission of response to the RfS.
<b>Performance Bank Guarantee (PBG)</b>	Performance Bank Guarantee @ Rs. 35.4 Lakh/MW (inclusive of GST) to be submitted within 30 days from the date of issue of Letter of Award.

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<b>Name, Designation, Address and other details (For Submission of Response to RfS)</b>	Chief Engineer (Renewable Energy) Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL), Renewable Energy Section, 5th Floor, 'Prakashgad', Bandra (East), Mumbai - 400 051 Email – <a href="mailto:ncetendermsedcl@gmail.com">ncetendermsedcl@gmail.com</a> Tel No. 022-26580645. Website – <a href="http://www.mahadiscom.in">www.mahadiscom.in</a>
<b>Details of persons to be contacted in case of any assistance required during office hours: 10:00AM to 6:00 PM</b>	1) Mr. Nikhil Meshram Superintending Engineer (RE) Ph: 7045271284  2) Mr. Bhalchandra Gawai Executive Engineer (RE) Ph: 022-26474211
<b><u>Important Note:</u></b> Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the websites <a href="https://www.bharat-electronictender.com/">https://www.bharat-electronictender.com/</a> . No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.	

For conducting the e-bidding, MSEDCL will use its own portal <https://www.bharat-electronictender.com/> (E-tender Portal). Bidders are required to register themselves online with MSEDCL e-tender portal, as 'Supply organization/ Bidder', by paying 'Buyer-specific Annual Portal Registration Fee' to MSEDCL, through the payment gateway facility of the E-tender Portal of INR 3,000 (Indian Rupees Three Thousand) (plus applicable taxes as indicated in the E-tender Portal), and subsequently download the RfS and other Bid Documents from the E-tender Portal. A Bidder, who is already validly registered on the E-tender Portal need not register again on the E-tender 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 four (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 6<sup>th</sup> June 2005.

### 1.2 Background

- 1.2.1 In order to fulfil the renewable power purchase obligation (RPO) and to cater to the power demand of the State experiencing intra-day variations, MSEDCL intends to procure flexible and schedulable power which can be supplied to meet peak demand/varying demand requirement during the day. With the objective to promote Renewable Energy with energy storage facility for optimal and efficient utilization of transmission infrastructure and land, reducing the variability in renewable power generation and achieving better grid stability, MSEDCL envisages to procure 250 MW Flexible and Schedulable Power through Competitive Bidding Process followed by E-Reverse Auction from Grid Connected Renewable Energy Sources with Energy Storage Facility on Long Term Basis with green shoe option of additional 250 MW [conducted electronically on <https://www.bharat-electronictender.com/> followed by e-reverse auction].
- 1.2.2 MSEDCL hereby invites proposals for procurement of 250 MW Flexible and Schedulable Power through Competitive Bidding Process followed by E-Reverse Auction from Grid Connected Renewable Energy Sources with Energy Storage Facility on Long Term Basis with green shoe option of additional upto 250 MW. **Projects selected under this RfS shall be eligible for two-part tariffs. These shall be referred to as “Non-Solar Generation Hours Tariff” and “Solar Generation Hours Tariff” as defined in the RfS. Energy supplied during the Solar Generation Hours shall be eligible for a flat tariff payment @ Rs. 2.42/kWh. Energy supplied during the Non-solar Generation Hours shall be purchased at the tariff discovered through e-Reverse Auction as per this RfS. The bidders shall quote only for the Non-Solar Generation hours tariff under this RfS. The Applicable Tariff under the PPA shall comprise both Solar Generation hours and Non-Solar Generation hours Tariffs, and shall be fixed for the entire term of the PPA. This shall be inclusive of all statutory taxes, duties, levies, cess etc. if applicable as on the last date of bid submission. MSEDCL shall enter Power Purchase Agreements (PPAs) with the successful bidders selected based on this RfS.**



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It is clarified that Bidder shall submit the bid considering the impact of the imposition of Basic Custom Duty (BCD) on Solar PV Cells & Modules/Panels as per MNRE Office Memorandum dated 09.03.2021.

### **1.3 Overview of the bidding process**

1.3.1 Successful Bidders selected by MSEDCL based on this RfS, shall set up renewable energy project(s) (Solar, Wind, Hydro, Hydro Pumped storage Plants, or combination thereof) along with Energy Storage facility from any of the renewable energy sources as defined by the Ministry of New & Renewable Energy (MNRE), GOI. The projects shall be developed on Built Own Operate (BOO) basis in accordance with the provisions of this RfS document and Draft Power Purchase Agreement (PPA). The Draft PPA has been enclosed along with the bidding documents.

1.3.2 The tendering process will be held in a single stage –  
The bidders shall quote their offered Capacity of power from renewable energy sources (Solar, wind, Hydro/ Hydro Pumped storage Plants, or combination thereof) along with adequate energy storage capacity to cater to the stated flexible and schedulable power requirement on daily basis. The minimum bid capacity to be quoted shall be 50 MW and maximum bid capacity to be quoted shall be 250 MW. The Bidder shall also submit its Financial Bid along with its technical bid. The financial bids 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. This bidding process shall be followed by e-reverse auction in order to determine the Successful Bidder(s).

1.3.3 MSEDCL shall exercise the Green-Shoe Option to allocate additional capacity upto 250 MW to the successful bidder if discovered tariff is found economical to MSEDCL. In order to avail the Green-Shoe Option, the successful bidder need to match the lowest discovered tariff (L1 tariff) of this tender corresponding to the Green-Shoe quantity. It would be voluntary for Successful Bidder to opt for green-shoe option. For the avoidance of doubt, capacity allocation under 'Green Shoe' shall only be for the successful bidders i.e., bidders winning e-RA.

The "Green-Shoe Option" shall be indicated in the Letter of Award (LoA) to be issued to the successful bidder post completion of entire tendering activities. The successful bidder shall submit his acceptance for availing the "Green-Shoe Option" maximum within 07 (Seven) days from the date of issuance of LoA.

Post acceptance of capacity under "Green-Shoe Option", the successful bidder shall submit Performance Bank Guarantee related to the capacity won under "Green-Shoe Option" (in addition to the capacity won previously) in line with the provisions of RfS documents including subsequent amendment and clarification.

### **1.4 Details of Power Procurement**

1.4.1 The bidder selected by MSEDCL based on this RfS, shall set up renewable energy

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project(s) (Solar , wind, Hydro/ Hydro Pumped storage Plants, or combination thereof) along with Energy Storage System from any of the renewable energy sources as defined by the Ministry of New & Renewable Energy (MNRE), GOI. The project shall be set up in accordance with the provisions of this RfS document and Draft Power Purchase Agreement (PPA). PPA format has been enclosed and can be downloaded from <https://www.bharat-electronictender.com/>.

- 1.4.2 MSEDCL shall enter into PPA with successful bidder(s) for a period of 25 years from the scheduled commercial operation date of the project. The Non-solar generation hours tariff will be discovered through the e-bidding and e-Reverse Auction conducted vide this RfS and shall be fixed for entire PPA period. 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 by the project during a month by the selected project located within Maharashtra state, the successful bidder shall be required to make payment to MSEDCL at prevailing HT Industrial tariff rate or any such tariff as determined by MERC from time to time. The project located in the other state, payment for the startup/auxiliary power shall be as per the respective state regulations from time to time.

## **1.5 Eligible Projects**

- 1.5.1 The selection of renewable energy (solar, wind, Hydro/ Hydro Pumped storage Plants, or combination thereof) and Energy Storage Facility 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 Manufacturers (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 Bidder shall ensure that the solar pv technology to be adopted shall be commercially established technology as per Annexure-A and is under operation for at least one year. The cells and modules used in the Project shall be sourced only in accordance with MNRE's O.M. dated 10.03.2021 on the subject "Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg." and its subsequent amendments and clarifications, and updated

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anytime between the bid submission deadline upto the Scheduled Commissioning Date of the Project. However, Bidder shall submit the details of Modules, atleast 30 days before SCOD. Further, the bidder shall submit Declaration Format associated with Implementation of ALMM Order as per the Annexure-E attached to this RfS.

- 1.5.4 For setting up the Hydro Power Projects, the Bidder shall strictly adhere to the National Hydro Power and Specific Hydro Policy of the State (wherever applicable), where the Project is located.
- 1.5.5 **Energy Storage Facility:** With respect to the Energy Storage Facility being used in the Project, the Bidder has the flexibility to choose the type and power rating of the energy storage system to be installed in addition to the Solar PV and/or wind power and/or Hydro power capacity. The Energy Storage Facility may include, but not be limited to, Battery Energy Storage System (BESS), Pumped Storage System, Mechanical and Chemical systems, or combinations thereof.

In case bidder offers Battery Energy Storage System as Energy Storage Facility, then “Technical Parameters of BESS, BESS Characterization and Performance Parameters” provided under BESS guidelines issued by MoP shall be applicable.

- 1.5.6 Already commissioned projects or projects under construction or projects which are not yet commissioned will, however, be considered, in case these projects do not have any long term PPA with any agency, and selling power on short-term or merchant plant basis.

## **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;

**"Adjusted Equity"** shall mean the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date;

- i. On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date;
- ii. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity");
- iii. After COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.333% (zero point three three three percent) thereof at the commencement of each month following the COD [reduction of 1% (one percent) per quarter of a year] and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date;

For the avoidance of doubt, the Adjusted Equity shall, in the event of termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the PPA period is extended, but the revision on account of WPI shall continue to be made.

**"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 50% (fifty percent) of the voting share of such Company or right to appoint majority Directors;

**"Bidder/Renewable Energy Project Developer"** 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

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Member of the Bidding Consortium jointly and severally, as the context may require.;

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

**“Buying Entity” or “Buyer”** means Maharashtra State Electricity Distribution Company Limited (MSEDCL) who shall sign the Power Purchase Agreement with the Supplier;

**“Capacity Utilisation Factor (CUF)”** shall have the same meaning as provided in CERC (Terms & Conditions for tariff determination from renewable energy sources) Regulations, 2020 as amended from time to time.

The CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Project capacity,  $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$ ;

**“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 RLDC/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”** “with respect to the Project shall mean the date certified in the commissioning certificate as issued upon successful commissioning of the full capacity of the Project or the last part capacity of the Project (certified by SLDC/DISCOM) as the case may be and such date as specified in a written notice given at least 30 days in advance by the Successful Bidder to MSEDCL.”

**“Contracted Capacity”** shall mean the capacity (in MW AC) contracted with MSEDCL for supply of flexible and schedulable power by the successful bidder at the Delivery Point from the respective Renewable Energy Project (Solar, Wind, Hydro or combination thereof) with Energy Storage Facility.

**“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 31<sup>st</sup> March of that Fiscal

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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.

**“Control”** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors

**“CONTROLLING SHAREHOLDING”** shall mean more than 51% of the voting rights and paid up share capital in the Company/ Consortium;

**“Day”** shall mean calendar day.

**“DISCOM”** means Maharashtra State Electricity Distribution Company Limited.

**“Delivered Energy”** means the kilowatt hours of Electricity accounted for at the Delivery Point and as certified by project state DISCOM/ RLDC/ SLDC / MSEDCL as the case may be.

**“Delivery Point”** shall mean Maharashtra State periphery where the power from the selected Project will be accounted for scheduling and billing. Accordingly

For projects located outside Maharashtra (whether connected to CTU or to STU of their home States)	Delivery Point shall be Maharashtra State periphery i.e., the point at which the CTU network is connected to the Intra-State Transmission network of Maharashtra. Accordingly, all charges & losses, including the STU transmission charges & losses of the Bidder’s / Renewable Energy Project Developer’s home State, POC, scheduling / SLDC / RLDC charges, etc. shall be borne by the Bidder / Renewable Energy Project Developer.
For projects located in Maharashtra and connected to Maharashtra -STU	Delivery point shall be where Interconnection point of Renewable Energy Project Developer is connected to the voltage level of 33 kV or above of STU/MSETCL sub-station.
For projects located inside Maharashtra, but connected to CTU	Delivery Point will be Maharashtra State periphery. Accordingly, all charges & losses, including the POC, scheduling / RLDC charges, etc. shall be borne by the Bidder / Renewable Energy Project Developer.

**“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.

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

***“Energy Storage Facility” or “Energy Storage” or “Storage”*** shall mean the pumped storage or battery storage energy system(s) installed in addition to the solar PV and/or wind power and/or Hydro power capacity as part of the Project, that can capture energy produced at one time for use at a later time;

***“Financial Closure” or “Project Financing Arrangements”*** means arrangement of necessary funds by Renewable Energy Project Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank / financial institution by way of 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.

***“Flexible and Schedulable Power”*** shall mean Energy supplied by the Supplier at the Delivery Point in accordance with Provisions of Clause 3.11

***“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.



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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.

**“Inter Connection Point”** shall mean the point(s) of connection(s) at which the project is connected to the grid.

**“ISTS”** means Inter-State Transmission System

**“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 Renewable Energy Project Developer 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 State 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 accounted for supply to MSEDCL. Metering shall be at the delivery point of the selected project.

**“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.

**“SOLAR GENERATION HOURS”** shall mean the energy scheduling of 8 hours between 10.00 hrs to 18.00 hrs ;

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***“SOLR GENERATION HOUR POWER”*** shall mean the power supplied during Solar Generation Hours;

***“SOLAR GENERATION HOUR TARIFF”*** shall mean the tariff payable to the Renewable Energy Developer for energy supplied during the Solar Generation Hours;

***“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/ Hydro/ Hydro Pumped storage Plants, or combination thereof Capacity (AC MW) along with requisite Energy Storage commissioned as per clause 3.13.1.

***“NON-SOLAR GENERATION HOURS”*** shall mean the **any 06 energy scheduling hours** between (& including) 00:01 hrs up to 10:00 hrs and between (& including) 18.01 hrs up to 24:00 hrs of the same day; For the purpose of scheduling a ‘day’ shall commence from 00:00 hrs and end at 24:00 hrs.;

***“NON-SOLAR GENERATION HOUR POWER”*** shall mean the power supplied from the project during Non-Solar Generation Hours;

***“NON-SOLAR GENERATION HOUR TARIFF”*** shall mean the tariff payable to the Renewable Energy Developer for energy supplied during the non-solar generation Hours as per the dispatch schedule confirmed by the MSEDCL, applicable to supply of energy limited to 300 MWh during non-solar generation hours, for each 100 MW Contracted Capacity.

***“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 or Renewable Energy Project”*** shall mean a Renewable Energy (Solar, wind, Hydro / Hydro Pumped storage Plants, or combination thereof) project along with Energy Storage (facility) Grid Interactive Power Generating Station to be established by the bidder in or outside Maharashtra and shall include land, buildings, plant, machinery, ancillary equipment,

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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, upon which the Project and its related infrastructure will be located.

**“Project Capacity”** means the AC capacity in Mega Watt of the project at the generating terminal(s) and to be contracted with MSEDCL for supply from the Renewable Energy Project along with Energy Storage asset.

**“RfS Document”** shall mean the bidding document issued by MSEDCL including all attachments, clarifications and amendments thereof vide RfS No. MSEDCL/RE/2022/Flexible Power/T-07 dated 10.08.2022.

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

**“SEA”** means the State Energy Account issued by State Load Despatch Centre and amendment thereto

**“SCOD” or “Scheduled Commercial Operation Date”** shall mean the date as declared by the Successful Bidder in the PPA which shall not exceed 30(Thirty) months from the date of execution of the PPA.

**“Selected Bidder or Successful Bidder”** shall mean the Bidder selected pursuant to this RfS to set up the Renewable Energy Project (Solar, Wind, Hydro, Wind-Solar Hybrid or combination thereof) along with Energy Storage System and supply electrical output as per the terms of PPA.

**“SLDC”** means the State Load Dispatch Center.

**“SOLAR PV PROJECT”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology;

**“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 POWER PROJECT”** means the wind power project that uses wind energy for

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conversion into electricity through wind turbine generator;

**“WIND-SOLAR HYBRID POWER PROJECT”** means the wind-solar hybrid power project where the rated power capacity of one resource is at least **33%** of the rated power capacity of the other resource;

## **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 portal <https://www.bharat-electronictender.com>. Interested bidders have to download the official copy of RfS & other documents after logging into <https://www.bharat-electronictender.com> by using the Login ID & Password provided by M/s ISN Electronic Tender Portal during registration (Refer Annexure – D).
- 3.1.2 The bidders shall be eligible to submit / upload their response to bid document only after logging into the <https://www.bharat-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. Selection of projects shall be carried out through e-bidding for total Contracted Capacity of 250 MW for supply of flexible and schedulable power from Renewable Energy Project (solar, wind, Hydro/ Hydro Pumped storage Plants or combination thereof) along with Energy Storage facility, schedulable for Non-Solar Generation Hours and Solar Generation Hours.
- b. Under this RfS, a Renewable Energy Project shall mean a Project generating electricity from any of the renewable energy sources (solar, wind, Hydro/ Hydro Pumped storage Plants, or combination thereof) as defined and approved by the Ministry of New & Renewable Energy along with adequate energy storage asset.
- c. The minimum bid capacity is 50 MW and maximum bid capacity is 250 MW to be quoted by any of the bidder.

##### 3.2.2 Capacity of each Project:

- 3.2.2.1 The Minimum Project size of a single Renewable Energy Project with storage facility shall be **50 MW** to be interconnected at a single Delivery Point. The minimum storage rated capacity installed shall be equal to 50% of Contracted Capacity of the Project.
- 3.2.2.2 Project can be installed in multiple blocks and connected to the grid. Each block in this case should be of at least 50MW. The project can be located anywhere in India. Energy generation component of the project (i.e. Solar or Wind or Hydro/ Hydro Pumped storage

Plants, or combination thereof) and Energy Storage component of the project may be **multi located** and may inject power through multiple Interconnection points.

### **3.2.3 Project Scope and Technology Selection:**

- 3.2.3.1 Under this tender, the Renewable Energy Project Developer shall supply power up to the Delivery Point at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project (along with connectivity and Long Term Open-Access for supply of power) including those required from Central/ State Government and local bodies shall be in the scope of the Renewable Energy Project Developer.

**Any interim changes required in the Energy Storage facility shall be taken care by the Renewable Energy Developer, if required to provide dispatchable energy throughout the projects life. Also the Renewable Energy Developer may change the type of the Energy Storage facility at any time during the term of the Project, based on the technological developments. However, throughout the term of the PPA, irrespective of the changes made in Energy Storage technology, minimum Energy Storage facility rated capacity installed shall be equal to 'X/2' MW for 06 hours, where 'X' is the Contracted Capacity of the Project as per the PPA. For example, in case the Contracted Capacity of a Project is 100 MW, the minimum capacity rating of the Energy Storage facility installed shall be 50 MW for delivering 300 MWh.**

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

- 3.2.3.2 The Successful Bidder shall be responsible for preparing and sharing its generation forecast and schedule from its Projects on day ahead basis with the SLDC/RLDC and MSEDCL as per the prevailing regulations.

### **3.3 Eligibility for Project Capacity Allocation**

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

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- 3.3.1 A Bidder including its Parent, Affiliate, Ultimate Parent, or Group Company, can submit a single bid application for a minimum of **50 MW** and maximum capacity of 250 MW.
- 3.3.2 The total Contracted Capacity to be allocated to a Bidder including its Parent, Affiliate, Ultimate Parent, or any Group Company shall be limited to **250 MW**. Minimum capacity of single project shall be **50 MW**
- 3.3.3 Multiple bids from same company including its Parent/Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.
- 3.3.4 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.
- 3.4.4 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. 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 3.4.4 shall be applicable.



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- 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:

- a. The Net-Worth of the Bidder for the last financial year ended on 31.03.2021 shall not be less than **INR 1.5 Crores/MW** of the bid quantum for being eligible to participate in the bidding process. 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.
- b. Bidders shall have to furnish Certificates from Chartered Accountants, certifying the Net worth per MW for quoted capacity as on 31<sup>st</sup> March, 2021 or 31<sup>st</sup> December, 2021 as the case may be.
- c. 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.
- d. For avoidance of doubt, "net worth" as per Section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, 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:

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- i) A minimum annual turnover of **Rs. 1.02 crore/MW** for the quoted capacity during the previous financial year i.e., FY 2020-21. 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.
- ii) Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) shall be atleast **Rs. 20 Lakhs/MW** of the quoted capacity, as on the last date of previous financial year i.e., FY 2020-21
- iii) In-principle sanction letter from the lending institutions/banks of the Bidder, committing a Line of Credit for a minimum amount of **Rs. 25 Lakhs/MW** of the quoted capacity, 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.

**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

**3.5.4 Technical Eligibility Criteria**

- (i) Under the provisions of this RfS, it is proposed to procure flexible power from power project based on renewable energy sources as defined and approved by MNRE along with Energy Storage facility. The Bidder shall provide information about the Renewable Energy generation project as well as Energy Storage technology proposed to be installed and meet the power supply requirement criteria at the time of Bid submission.
- (ii) In order to ensure only quality systems are installed in case of new projects, the technical guidelines issued by MNRE or CEA from time to time and the technical guidelines prevalent at the time of commissioning of the Project, will be followed.
- (iii) The Projects shall also comply with the criteria for power supply detailed in Clause 3.11

**3.6 Connectivity with the Grid**

**3.6.1** The project could be connected to MSETCL network or anywhere in India on CTU network.

**3.6.2** For interconnection with the grid and metering, the Renewable Energy Project Developer shall abide by Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 (as amended from time to time), along with applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electric and other regulations (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA) .

**3.6.3** The responsibility of getting the ISTS connectivity and Open-access shall be entirely of the Renewable Energy Project Developer and shall be at the cost of the Renewable Energy Project Developer. Such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/evacuation capacity at an ISTS/

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InSTS substation. The transmission of power up to, and including at the Interconnection Point/Delivery point and energy accounting infrastructure shall be the responsibility of the Renewable Energy Project Developer at its own cost. In case a Renewable Energy Project Developer is required to use InSTS to bring power at ISTS point, it may do so as per rule and regulations prescribed by the respective SERC in this regard. The maintenance of Transmission system up and including at the Interconnection Point shall be responsibility of the Renewable Energy Project Developer.

- 3.6.4 The arrangement of connectivity can be made by the Renewable Energy Project Developer through a dedicated transmission line which the Renewable Energy Project Developer may construct himself or get constructed by PGCIL/State Transmission Company or any other agency. The entire cost of transmission including cost of construction of line, PoC charges, Transmission & wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the project up to the Delivery Point will be borne by the Renewable Energy Project Developer.
- 3.6.5 Two or more Projects can be connected to a common pooling substation from which the pooled power can be transferred to the CTU/ STU substation through a common transmission line subject to the following conditions:
- i. Acceptance of such an arrangement by the CTU/ STU.
  - ii. The meters for each project at pooling substation are sealed by CTU/STU/Discom/ SLDC/RLDC.
  - iii. The energy accounts are divided and clearly demarcated for the power generated at the Project and are issued by the STU/SLDC/RLDC concerned.
  - iv. In case of Pooling substation, losses in the transmission line between the Pooling substation and the Interconnection Point shall be apportioned among the generators who share such a Pooling arrangement, based on their generation.
- 3.6.6 The responsibility of getting ISTS / InSTS connectivity and long term access / open access shall entirely be with the Renewable Energy Project Developer. In this regard, the Renewable Energy Project Developer shall be required to follow the Procedure for Grant of Connectivity at ISTS/ InSTS substations issued by CERC/ SERC. Such additional costs, if any, shall be borne by the respective Renewable Energy Project Developer.
- 3.6.7 The Renewable Energy Project Developer shall comply with CERC / SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable, and is responsible for all liabilities thereunder.
- 3.6.8 Reactive power & power drawn from grid charges as per CERC/SERC regulations shall be payable by the Renewable Energy Project Developer as per provisions of PPA.
- 3.6.9 Metering arrangement of each project shall have to be adhered to in line with relevant clauses of the PPA and applicable regulations.
- 3.6.10 The selected bidder shall be allowed to change its Inter-connection Point including the State where the Project is located, until the fulfilment of condition of Financial Closure. However

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the intimation for such change in location shall be prior to one month of finance closure. The responsibility of obtaining Open Access Approval as per the revised location of the Project, and any delay in Financial Closure/Commissioning of the Project on account of the same, shall be borne by the Renewable Energy Project Developer.

- 3.6.11 The selected bidder shall submit documentary evidence for securing its connectivity with grid from CTU/STU **within 12 months** from the date of signing of PPA.
- 3.6.12 The Renewable Energy Project Developer shall commission the Project within Thirty (30) Months from the date of signing of PPA.
- 3.6.13 Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind/solar/Hydro/Pumped storage plant/Battery Energy Storage System power till a certain date. In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, MSEDCL shall bear no liability with respect to transmission charges and losses levied, if any. Further, in case SCOD of the Project is prior to the above deadline of waiver of ISTS charges and losses, and if the Project is granted extension in the SCD on account of Force Majeure, or for delay on the part of the transmission provider in providing the transmission even after having taken the requisite steps in time; or on account of delays on the part of any Government Agency, and the Project is commissioned before the extended SCD; it will get benefit of waiver of inter-state transmission charges. However, in case the commissioning of the Project is delayed beyond the above date for the reasons attributable to the Renewable Energy Developer, the applicable transmission charges and losses shall be borne by the Renewable Energy Developer. Further, the bidders are advised to take cognizance of the notifications/amendments/clarifications issued by MoP, on the subject of “Waiver of inter-state transmission charges on transmission of the electricity generated from solar and wind sources of energy under Para 6.4 (6) of the Tariff Policy, 2016” while preparation of their response to this RfS.

### **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, forest clearance (if required) and grid connectivity) as required for setting up the Renewable Energy Project along with Energy Storage facility.
- 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 **Rs. 8.85 Lakh/MW** (inclusive of GST) of the bid capacity in the form of Bank Guarantee along with RfS.
  - Performance Bank Guarantee (PBG) of **Rs. 35.4 Lakh / MW**(inclusive of GST) of the allotted capacity at the time of signing of PPA
- 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 **6 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)** of **Rs. 8.85 Lakh/MW** (inclusive of GST) of the bid capacity 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.

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- (ii) The Bidder shall furnish the Bank Guarantee towards EMD from any of the Banks listed at **Annexure-C** 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 35.4 Lakh / MW** (inclusive of GST) of the contracted quantum 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 35.4 Lakh/MW** (inclusive of GST) of the contracted quantity with a validity period upto **6 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: C** 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 as per Clause 3.10 of RfS 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.
- (viii) The Bank Guarantees have to be executed on non-judicial stamp paper of Rs. 500.
- (ix) All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the bidder.
- (x) 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:B** has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantee.
- (xi) 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 e-Reverse Auction.

### **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 as per Section 3.10;
- (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). PPA will be executed between MSEDCL and Selected Bidder 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. A single Power Purchase Agreement shall be signed for one Project. The Renewable Energy Developer shall be responsible for obtaining Connectivity and Long Term Open Access (LTA) for each Project.

**Note:** PPA will be executed between MSEDCL and the Successful Bidder as per the breakup of the cumulative Project capacity awarded to the Bidder. The Bidder shall provide the project breakup for the cumulative capacity quoted, in the Covering Letter (Format 6.1), which can be changed by the Renewable Energy Developer prior to signing of PPA. However, it may be noted that the Successful Bidder shall be allowed to change the State of the proposed Project locations, prior to achievement of Financial Closure of the Project. Any changes in the location of the Project(s) awarded shall not be permitted subsequent to the financial closure. The final project configuration, adding up to the cumulative capacity awarded to the Bidder, along with component-wise break-up of individual project may be intimated to MSEDCL at the time of signing of PPA, which shall then remain unchanged subsequent to signing of PPA. Delays in connectivity and/or LTA for the Project(s) on account of such changes, which differ from the details provided in the Covering letter, shall be at the risk and cost of the Successful Bidder.

- 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

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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 shall be through mutual agreements between the Successful Bidder
- 3.10.4 **Repowering:** The Renewable Energy Project Developer 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.

### **3.11 Power Generation by Successful Bidder**

#### **3.11.1 Criteria for Generation during Solar Generation Hours:**

The Renewable Energy Project Developer will declare the CUF of their project at the time of signing of PPA and will be allowed to revise the same once within first year of COD. The declared CUF shall in no case be less than 19% over a year. They shall maintain generation so as to achieve 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 for evacuation which is beyond the control of the Renewable Energy Developer.

The complete energy supplied by the Successful Bidder during Solar Generation Hours will be consumed by the MSEDCL at the pre fixed tariff of **Rs 2.42/kWh**.

#### **3.11.2 Scheduling and Off-take of Energy during Non-Solar Generation Hours**

- i. The generated energy shall be dispatched through scheduling of power in both Non-Solar Generation Hours. It is mandated to deliver the 300 MWh of energy per 100 MW contracted capacity of the project in AC terms, on daily basis during Non-Solar Generation Hours as per the schedule given by the MSEDCL/SLDC. Reconciliation of the same shall be carried out on a monthly basis.
- ii. The energy supplied by the successful bidder during Non-Solar Generation Hours will be purchased by the MSEDCL at the tariff discovered through the e-RA.
- iii. The mandatory energy supply per MW during the Non-Solar Generation Hours will be consumed by the MSEDCL at the tariff arrived through the bidding and e-Reverse Auction process.

The successful bidder may supply the required energy during Non-Solar Generation Hours either from the stored energy in the energy storage system or from any RE generation available during the Non-Solar Generation Hours.

The discharge cycle corresponding to offtake of stored energy may vary as per requirements of the MSEDCL.

Following table illustrates few of the combinations of off-take energy which may be demanded by MSEDCL as per day-ahead schedule:



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Discharge hours during morning Non-Solar Generation hours	Discharge hours during evening Non-Solar Generation hours	Total discharge hours
2	4	6
3	3	6
4	2	6

The MSEDCL shall mandatorily off-take Power during the Non-Solar Generation hours during morning and evening Non-Solar Generation hours with a minimum of 2 hours off-take period. Further, a variation of  $\pm 30$  minutes in the deadlines of morning and evening Non-Solar Generation hours is also allowed in making that choice by the MSEDCL.

Further, for every 100 MW Contracted Capacity, supply of power below 50 MW, during any 1-hr block in the 6 nos. of 1-hr block as identified by the MSEDCL, will be counted as shortfall in supply of Non-Solar Generation hour Power.

It is clarified that charging of the ESS should be strictly from the Renewable Energy Sources. It is also clarified that power procurement from the trading license shall not be allowed to supply power under this RfS during non-solar generation hours.

**3.11.3 Shortfall in Generation:  
Shortfall in supply during Solar Generation Hours:**

If for any Contract Year, it is found that the Successful Bidder has not been able to generate minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the Successful Bidder, on account of reasons solely attributable to the Successful Bidder, such shortfall in performance shall make the Successful Bidder liable to pay the compensation @ 25% of the PPA tariff to MSEDCL. This will, however, be relaxable by MSEDCL to the extent of grid non-availability for evacuation (beyond the Delivery Point) which is beyond the control of the Successful Bidder. This compensation shall be applied to the amount of shortfall in generation during the Contract Year.

However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with MSEDCL, affecting supply of solar/wind power by the Successful Bidder

**Shortfall in supply during Non-Solar Generation Hours:** In case of any shortfall of generation/supply during the Non-Solar Generation Hours from the mandated supply of energy (i.e. 300 MWh for 100 MW contracted capacity), the Successful Bidder shall pay a penalty as illustrated below:

Monthly Non-Solar Generation hour Power availability	Penalty
85% and above	Nil
80% and below 85%	Non-Solar Generation hour tariff X shortfall

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	energy
70% and below 80%	2 X Non-Solar Generation hour X shortfall energy
Below 70%	3 X Non-Solar Generation hour tariff X shortfall energy

However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with MSEDCL by the Renewable Energy Project Developer.

### **3.11.4 Excess Generation**

During any contract year, in case the generation is over and above 10% of declared annual CUF, 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, the same may be done at 75% (seventy-five per cent) of the PPA tariff. MSEDCL shall inform the Renewable Energy Project Developer for procurement of excess power within 15 days of receiving a written intimation from the Renewable Energy Project Developer for such excess generation. If in case MSEDCL fails to reply to the Renewable Energy Project Developer within the above stipulated time period then the generator shall be free to sell it to any other entity.

In case of energy supply during Non-Solar Generation Hours over and above the mandated energy requirement (300 MWh for each 100 MW of contracted capacity), and in the event of such power being procured by the MSEDCL, the Successful Bidder will be paid energy charges @ 75% of the Tariff. In case at any point of time, the peak of capacity reached is higher than the rated capacity and causes disturbance in the system at the point where power is injected, the Successful Bidder will have to forego the excess generation and reduce the output to the rated capacity to ensure compliance with grid requirement.

### **3.11.5 Compensation in Offtake Constraint due to Grid Unavailability:**

During the operation of the project, there can be some periods where the project can generate power but due to temporary transmission unavailability (during 8 am to 6 pm) 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:

<b>Duration of Grid unavailability</b>	<b>Provision for Generation Compensation</b>
Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted):	<p><b><i>Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)]</i></b></p> <p>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.</p> <p>The excess generation by the Successful Bidder equal to this generation loss shall be procured by MSEDCL at the Solar Generation Hours PPA tariff so as to offset this loss in the succeeding 3</p>

	(three) Contract Years.
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### **3.11.6 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 CERC/SERC. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of “must-run” to renewable power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In case such eventuality of Backdown arises, except for the cases where the Backdown 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.

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

### **3.11.7 RPO/HPO benefit and REC:**

The RPO/HPO benefit of the power supplied by the Renewable Energy Project Developer shall be claimed by the MSEDCL, and the Renewable Energy Project Developer shall not be eligible for claiming REC. For MSEDCL to claim RPO/HPO benefit, Renewable Energy Project Developer shall provide monthly break-up of Wind, Solar and Hydro energy (Solar and Non-Solar separately) supplied to the MSEDCL.

## **3.12 Financial Closure or Project Financing Arrangements**

The Successful Bidder shall report 100% tie-up of Financing Arrangements for the Project(s) within **12 months** from the date of signing of PPA. In this regard, the Renewable Energy Project Developer shall submit a certificate/necessary documents from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project. Additionally, the Successful Bidder shall furnish documentary evidence towards the following within 12 months from the date of execution of PPA.

- a) Successful Bidder shall make 100 % Project financing arrangements and provide necessary certificates to procurer in this regard;
- c) Successful Bidder shall produce the documentary evidence of possession / right to use of 100% of the land identified for the Project; However, the Bidder shall be allowed to change the location within the same state once before 12 (twelve) months from the date of signing of PPA. In no circumstance shall the Tariff offered by the Bidder in its Financial Bid be changed due to change in location
- c) Successful Bidder shall submit the transmission connectivity agreement with ISTS/InSTS;

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- d) Successful Bidder shall submit the Detailed Project Report for the Project indicating plans to meet the quoted CUF and details of all planned/proposed renewable energy project component (like solar panels, inverters and wind turbine generators, etc.) Energy Storage component along with necessary purchase order/agreements for the project.

If the Renewable Energy Project Developer fails to tie up Financing Arrangement for the project within 12 months as prescribed above or if the Renewable Energy Project Developer 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 Renewable Energy Project Developer, on advance payment of extension charges of Rs. 10,000/- per day per MW. In case of any delay in depositing this extension charge, the Renewable Energy Project Developer has to pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI MCLR (1Year).

This extension shall not have any impact on the SCOD. Any extension charges paid so, shall be returned to the Renewable Energy Project Developer without any interest on achievement of successful commissioning within the 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 Renewable Energy Project 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 30 (Thirty) months from the date of execution of the PPA.

Commissioning certificates shall be issued by the respective central / state authority 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 specified by the bidder in its bid for the particular/each site or 50 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned.

- 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 and the evacuation arrangements are available, MSEDCL shall purchase the generation at 75% of the respective Part PPA tariff without any additional Tariff on account of Change in

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Law till the SCoD for the energy supplied during Solar Generation Hours and Non-Solar Generation Hours . In case of early full commissioning, MSEDCL will purchase the generation till SCOD at respective part PPA tariff for the energy supplied during Solar Generation Hours and Non-Solar Generation Hours. 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 maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to **36 months** from the date of PPA.
- c) In case, the Commissioning of the Project is delayed beyond this period as mentioned in section (b) above, Renewable Energy Project Developer's Event of Default, as per clause 10.3 of PPA, shall be considered to have occurred and the PPA contracted capacity shall stand reduced / amended to the project Capacity commissioned upto maximum time period allowed for commissioning of full project capacity as per section (b) above and the PPA for the balance Capacity not commissioned shall be terminated and shall be reduced from the Contracted Capacity.

**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 of Change in Shareholding 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**

Single 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 6.7**) together in response to this RfS online. The financial tariff needs to be filled online while submitting the bids during the bidding process. The preparation of bid proposal has to be in the manner described in Clause 3.16 & 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 single response to RfS.

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

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.

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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 7 days 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:A** and is under operation for at least one year. The cells and modules used in the Project shall be sourced only in accordance with MNRE's O.M. dated 10.03.2021 on the subject "Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019- Implementation-Reg." and its subsequent amendments and clarifications, and updated anytime between the bid submission deadline upto

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the date of commissioning of the Project. However, Bidder shall submit the details of Modules, atleast 30 days before SCOD. Further, the bidder shall submit Declaration Format associated with Implementation of ALMM Order as per the **Annexure-E** attached to this RfS

**8. Format 6.6: Format for Disclosure**

9. Tie-up of Financing Arrangements for the projects within 12 months from the date of issue of LoA.

**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 2020-21 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.

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, 2021 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 2021 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.
- iv) If the event specified at point (iii) above is discovered after the execution of PPA, consequences specified in PPA shall apply.

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- 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.bharat-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) 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.
- xvi) The bidders are advised to take cognizance of the O.M. dated 09.03.2021 issued by MNRE, on the subject of “Imposition of Basic Customs Duty (BCD) on Solar Cells & Modules/Panels”, while preparation of their response to this RfS. The above O.M. and its associated orders issued by the Ministry of Finance will be applicable on this

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tender and imposition of taxes/duties as laid out in the above OM, will not be considered under “Change in Law” under the PPA.

### **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 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 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” 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:**

- Payment details of RfS Document as mentioned in Bid Information Sheet.
- Payment details of Processing Fees as mentioned in the Bid Information Sheet
- Original Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 6.3A). One EMD shall be submitted. One EMD shall be submitted for cumulative capacity quoted by the bidder.
- 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
- 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

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signed by the authorized

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

<b><i>Response to RfS for Purchase of 250 MW Flexible Power Through Competitive Bidding Process Followed By E-Reverse Auction From Grid Connected Renewable Energy - Storage Projects On Long Term Basis With Green Shoe Option</i></b>	
<b><i>Capacity of Project</i></b>	_____MW
<b><i>No. of locations bid for</i></b>	
<b><i>RfS Reference No.</i></b>	<b><i>RfS No.</i></b> _____
<b><i>Submitted by</i></b>	<b><i>(Enter Full name and address of the Bidder)</i></b>
<b><i>Authorized Signatory</i></b>	<b><i>(Signature of the Authorized Signatory)</i></b> <b><i>(Name of Signatory) (Stamp of Bidder)</i></b>
<b><i>Bid Submitted to</i></b>	<b>Chief Engineer (Renewable Energy)</b> <b>Maharashtra State Electricity Distribution Co. Ltd.</b> <b>(MSEDCL), Renewable Energy Section, 5th Floor,</b> <b>‘Prakashgad’, Bandra (East), Mumbai - 400 051</b>

**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: D**. 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.bharat-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.

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- ii) All supporting documents regarding meeting the eligibility criteria

The bidder will have to fill the Electronic Form provided at the <https://www.bharat-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 all the Projects shall have to be filled online in the Electronic Form for the financial bid shall be provided at the <https://www.bharat-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. 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.
- iii. 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.

### **3.21.1 Clarifications / Pre Bid meeting / Enquires / Amendments**

- i) Clarifications / Doubts, if any, on RfS document may be emailed and/or through <https://www.bharat-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 MSEDCL’s bidding portal <https://www.bharat->

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[electronictender.com](http://electronictender.com). If necessary, amendments, clarifications, elaborations shall be issued by MSEDCL which will be notified on MSEDCL's website and e-bidding portal. 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.

### **3.22 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.

### **3.23 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.bharat-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):**

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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. It is specified that the bidders shall quote only for the 2nd part tariff, i.e. the “Non-Solar Generation hour Tariff” as elaborated in the RfS document, which shall be exclusive of the 1st part tariff of **Rs. 2.42/kWh**. A single Non-Solar Generation hour Tariff for energy supply during the Non-Solar Generation Hours from the Delivery Point shall be quoted by the Bidder for its response to RfS, irrespective of the number of Projects and each Project configuration.

**Note:** Reverse Auction shall be conducted only on the Non-Solar Generation hour Tariff as quoted by the Bidders. In this context, the term “tariff” in this Section shall mean “Non-Solar Generation hour Tariff”

- 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. 5.337, then it shall be considered as Rs. 5.33).
- iii) In this step, evaluation will be carried out based on tariff quoted by the Bidders for the “Non-Solar Generation hour Tariff”.

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

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<b>Bidder</b>	<b>Submitted Financial bid</b>	<b>Ranking</b>
B4	Rs. 2.80 (Tariff in Rs./ kWh)	<i>L3</i>
B2	Rs. 2.90 (Tariff in Rs./ kWh)	<i>L4</i>
B3	Rs. 2.91 (Tariff in Rs./ kWh)	<i>L5</i>
B7	Rs. 2.95 (Tariff in Rs./ kWh)	<i>L6</i>
B6	Rs. 3.00 (Tariff in Rs./ kWh)	<i>L7</i>
B10	Rs. 3.10 (Tariff in Rs./ kWh)	<i>L8</i>
B9	Rs. 3.20 (Tariff in Rs./ kWh)	<i>L9</i>
B11	Rs. 3.30 (Tariff in Rs./ kWh)	<i>L9</i>

### **4.3 Reverse Auction (Step-3)**

- 4.3.1 The reverse auction shall be conducted on <https://www.bharat-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.bharat-electronictender.com> for reverse auction 15 minutes before the start time of reverse auction.
- 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.
  - 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.
  - 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
  - In the bidder’s bidding window, the following information can be viewed by the bidder:
    - Its tariff as their initial start price and there after last quoted tariff along with project capacity for which the bidder is qualified;
  - The initial auction period will be of 30 minutes (thirty 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

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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 4.4.4), 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.

Also, MSEDCL shall reserve the right to short close the capacity lower than 250 MW at its discretion if prices are abruptly high.

## **SECTION 5: OTHER PROVISIONS**

## **5 Section 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 Facility at all times (Applicable for Intra-State Projects only):

- a. Have SCADA installation/ any other continuous communication facility for transferring the data of 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) and Automated Meter Reading (AMR) 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.

### **5.2 Role of 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:-

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

### **5.3 Role of STU / CTU**

It is envisaged that the STU/ CTU 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 / CERC Regulations, STU / CTU shall coordinate with the concerned agencies for grant of connectivity.

## **SECTION 6: FORMATS FOR BID SUBMISSION**

## **6 Section 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 3.6, 3.16, 3.18 of Section 3 and other submission requirements specified in the RfS.

- a) Format of Covering Letter (Format 6.1)
- b) Format for Power of Attorney (Format 6.2)
- c) Format for Earnest Money Deposit (EMD) (Format 6.3 A); Format for Performance Bank Guarantee (Format 6.3 B)
- d) Format for Board Resolutions (Format 6.4)
- e) Format for the Consortium Agreement (Format 6.5)
- f) Format for Disclosure (Format 6.6)
- g) Format for submission of financial bid (Formats 6.7)
- l) Check List for Bank Guarantees (Annexure-B)
- m) List of Banks (Annexure-C)
- n) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-D)
- o) Bidders' Declaration Format associated with Implementation of ALMM Order (Annexure-E)

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 (Renewable Energy)**  
**Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL),**  
**Renewable Energy Section, 5th Floor, ‘Prakashgad’,**  
**Bandra (East), Mumbai - 400 051**  
**Email – [ncetendermsedcl@gmail.com](mailto:ncetendermsedcl@gmail.com)**  
**Tel. No.022-26474211.**  
**Web Site – [www.mahadiscom.in](http://www.mahadiscom.in)**

**Sub:** Response to RfS No. .... Dated ..... for purchase of flexible and schedulable power from ----- MW grid connected Renewable Energy project sources with Storage facility through competitive bidding process (followed by reverse e-auction)

Dear Sir,

We, the undersigned ..... [insert name of the ‘Bidder’] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for a period of 25 years from the Scheduled Commercial Operation Date 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 following RE Project(s):-

Project	Project	Project	Project Location	Substation
---------	---------	---------	------------------	------------

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<b>No.</b>	<b>Configuration (component rating in MW)</b>	<b>Capacity (MW)</b>	<b>(Village, Tehshil, Dist., State)</b>	<b>Details</b>
<b>01</b>				
<b>02</b>				

(Note: 1. The bidder must ensure the project capacity mentioned should be as per Section 3.2 (2).

1. Delete/Insert the rows as applicable, and number the Projects and envelopes accordingly).

1. We give our unconditional acceptance to the RfS dated ----- and PPA.

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 a period of 30 (thirty) months from the date of execution of the PPA.

2. Earnest Money Deposit (EMD): - (Please read Section 3.9 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 3.9 of this RfS. The total capacity of the Solar Power Project offered by us is ..... MW and/or the Wind Power Project offered by us is ..... MW along with ESS capacity ..... [Insert cumulative capacity proposed]

3. We hereby declare that in the event our Project get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the selected Projects within due time as mentioned in 3.9 , respectively on issue of LOA by MSEDCL for the selected Projects and/or we are not able to sign PPA with MSEDCL within 1 month from date of issue of LOA or as intimated by MSEDCL, MSEDCL shall have the right to forfeit the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

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

5. 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 12 (twelve) months from the date of execution of the Power Purchase Agreement. In the event of delay in commissioning, the provisions of Section 3.14 of the RfS/ relevant Sections of PPA shall be applied on such projects. Further, the project shall not be considered as commissioned unless the connectivity with STU /CTU/DISCOM grid is established, SNA/MEDA registration and RLDC/SLDC/DISCOM issues certificate of commissioning. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.

10. 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.

11. 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.

12. 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).

**13. Contact Person:**

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

Name : .....

Designation : .....

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Company : .....

Address : .....

Phone Nos. : .....

Mobile Nos. : .....

Fax Nos. : .....

E-mail address:.....

14. 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 Power Producer's event of default under PPA and consequent provisions of PPA shall apply.

Dated the day of \_\_, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per Section 3.18

(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 of .....and having its Registered /Head Office at .....as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to **RfS No. .... Dated .....**

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

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

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

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

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

**RFS FOR PURCHASE OF 250 MW FLEXIBLE AND SCHEDULABLE POWER THROUGH COMPETITIVE BIDDING  
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WITH ENERGY STORAGE FACILITY ON LONG TERM BASIS WITH GREEN SHOE OPTION**

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 appropriate value as per Stamp Act relevant to place of execution.)

Ref.\_\_\_\_Bank Guarantee No.\_\_\_\_ Date:\_\_\_\_\_

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project/Projects of the cumulative capacity of ..... MW [Insert cumulative Project capacity proposed] for Procurement of up to ----- MW of Flexible and Schedulable Power from grid-Connected Renewable Energy Sources with Energy Storage Facility for long term basis, in response to the RfS No. .... **Dated** ..... issued MSEDCL and MSEDCL considering such response to the RfS of ..... [Insert the name of the Bidder] as per the terms of the RfS, the..... [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to MSEDCL at [Insert Name of the Place from the address of MSEDCL] forthwith on demand in writing from MSEDCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees -----[Insert amount not less than that derived on the basis of INR 8.85 Lakhs per MW (inclusive of GST) of cumulative capacity proposed, only, on behalf of M/s. [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including [insert date of validity in accordance with Section 3.9 of this RfS] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR\_\_\_\_\_(INR only).

Our Guarantee shall remain in force until [insert date of validity in accordance with Section 3.9 of this RfS]. MSEDCL shall be entitled to invoke this Guarantee till .....[insert date of validity in accordance with Section 3.9 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

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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 INR \_\_\_\_\_ (INR\_\_only) and it shall remain in force until \_\_ [Date to be inserted on the basis of **Section 3.9** of this RfS]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if MSEDCL serves upon us a written claim or demand.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

For

\_\_\_\_\_[Insert Name of the Bank]\_\_\_\_\_

E-mail ID of the bank:

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

Name of the Contact Person:

Mobile/telephone of the Contact Person:



**FORMAT- 6.3 B**

**Format for Performance Bank Guarantee**

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

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Renewable Energy 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 purchase of Flexible and Schedulable Power from 250 MW Grid Connected Renewable Energy Sources with Energy Storage Facility through competitive bidding process (followed by reverse e-auction), 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 Renewable Energy Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Renewable Energy Power Developer and issuing Letter of Intent No. ----- to (Insert Name of selected Renewable Energy 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 Renewable Energy Power Developer or a Project Company, M/s -----]. As per the terms of the RfS, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to 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 Renewable Energy Power Developer / Project Company].

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

Our liability under this Guarantee is restricted to INR\_\_ 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

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or conditions and notwithstanding any objection by -----[Insert name of the selected Renewable Energy Power Developer/Project Company; as applicable] 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 Renewable Energy Power Developer / Project Company, to make any claim against or any demand on the selected Renewable Energy Power Developer/Project Company or to give any notice to the selected Renewable Energy 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 Renewable Energy 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 INR\_\_\_\_\_ (INR \_\_\_\_\_ only) and it shall remain in force until .....

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

Signature \_\_\_\_\_

Name\_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

For

\_\_\_\_\_[Insert Name of the Bank]\_

E-mail ID of the bank:

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

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Witness:

1. .... Signature

Name and Address

2. .... Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks mentioned in this RfS.
3. Banker contact details (Name, Email and Number) shall be provided

## FORMAT-6.4

### Format for Board Resolutions

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

1. **RESOLVED THAT** Mr./Ms....., be and is hereby **authorized** to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide **RfS No. .... Dated .....** for purchase of flexible and schedulable power from ----- MW Grid connected Renewable Energy sources with Energy Storage Facility through competitive bidding process (followed by reverse e-auction) including signing and submission of all documents and providing information / response to RfS to Maharashtra State Electricity Distribution Company Limited(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 Sr. No. 2, the following resolutions are to be provided]**

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

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

**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

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..... 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 submitted separately for each Project)

(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. \_\_\_\_\_ issued by 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 flexible and schedulable power from 250 MW Grid connected Renewable Energy Sources with Energy Storage Facility 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

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- 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:

<b>Name</b>	<b>Percentage</b>
<b>Member 1</b>	---
<b>Member 2</b>	---
<b>Member n</b>	---
<b>Total</b>	<b>100%</b>

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 Power Producer 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

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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 there under.
- 11) It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of 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:



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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:

3) Signature -----

Name:

Address:

4) Signature -----

Name:

Address:

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

-----

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

Witnesses:

5) Signature -----

Name:

Address:

6) Signature -----

Name:

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Address:

Signature and stamp of Notary of the place of execution

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

**FORMAT- 6.6**

**Format for Disclosure**

[On the letter head of Bidding Company/ Each Member in a Bidding Consortium]

**Disclosure**

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

We further declare that the above statement is true & correct. We 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 forfeited 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),**  
**Renewable Energy Section, 5<sup>th</sup> Floor, 'Prakashgad',**  
**Bandra (East), Mumbai - 400 051**

**Sub:** Response to RfS No..... FOR PURCHASE OF FLEXIBLE AND SCHEDULABLE POWER FROM 250 MW GRID CONNECTED RENEWABLE ENERGY SOURCES WITH ENERGY STORAGE FACILITY THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY REVERSE E-AUCTION)

I/We.....(Applicant's name) enclose herewith the Financial Proposal for Selection of my / our firm for a cumulative capacity of \_\_\_\_\_ MW as Bidder for above.

We hereby agree that the Tariff as submitted in the Financial Proposal corresponds to the 2nd part tariff of the PPA, i.e. the Non-Solar Generation Tariff as defined in the RfS, and will be exclusive of the 1st part tariff, i.e. the Solar Generation Tariff of Rs. 2.42/kWh, in line with provisions of the RfS. The Applicable Tariff under the PPA shall comprise both the Non-Solar Generation Tariff and Solar Generation Tariff.

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.

- 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.bharat-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.
- 4) Conditional proposal shall be considered as non-responsive and summarily rejected.
- 5) In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.

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- 6) The tariff should be mentioned up to two places of decimal only.
- 7) 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

## **Annexure – A: 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:

<b>Efficiency</b>	IEC 61683
<b>Environmental Testing</b>	IEC 60068-2/ IEC 62093
<b>Electromagnetic Compatibility</b>	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
<b>Electrical Safety</b>	IEC 62103/ 62109-1&2
<b>Protection against Islanding of</b>	IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards
<b>LVRT Compliance</b>	As per the latest CERC Guidelines/ Order/ Regulations
<b>Grid Connectivity</b>	Relevant CERC Regulations (including LVRT compliance) and Grid Code as amended and revised from time to time.
<b>Rated capacity</b>	Nominal/Rated output power of the inverter (if different power ratings are mentioned at different temperatures, then power rating at 50°C shall be considered) in kW will be considered as inverter rated

**3) Cables and connectors:**

All cables and connectors for used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years from the COD of the project i.e. the date on which full commissioning of the project capacity is achieved 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 BS EN50618:2014/2pfg 1169/08.2007 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 Centres:**

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

**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 i.e. the date on which full commissioning of the project capacity is achieved.
- 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

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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/m<sup>2</sup>, 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.
- xi. Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

**8) 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.



## **Appendix-A-2**

### **Installation Report**

*(To be provided by Renewable Energy Power Developer and to be submitted at least 10 days prior to commissioning date by Appropriate Authority of State)*

Sr. No.	Capacity of the Project (MW)	
	Capacity already commissioned (MW)	
	Capacity proposed to be commissioned (MW)	
I.	Technology used (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type)	
II.	Rating of the each module (Wp)	
III.	Angle from horizontal at which array is installed	
IV.	Number of modules installed of each type	
V.	Source(s) of the cells installed of each type	
VI.	Source(s) of the Modules installed of each type	
VII.	Number of PCUs / Inverters installed	
VIII.	Source of the PCUs / Inverters (Name of supplier with address)	
IX.	Rating of PCUs / Inverters	
X.	Date of installation of full capacity (as per capacity proposed to be commissioned)	-----
	PV arrays	
	PCUs / Inverters	
	Transformers	

### Appendix-A-3

#### Sample Connectivity Report

*(To be provided by concerned CTU/STU/Transmission Utility/Discoms)*

This is in compliance to the office order of the -----,----- Discom, <Place> issued vide office order <No.><dated>, the committee constituted vide said order has completed the work for commissioning of <kV> Bay & Metering Equipment to interconnect the <MW> Renewable Energy Generation Plant with Energy Storage Facility (having <technology>) with Grid installed at <Village>, <Tehsil>, <District> in the <State> on <date>. The details of the project are as under:-

S. No	Name of Renewable Energy Power Developer & Location	Capacity Mentioned in PPA	Connectivity	Details of the project (Transformer, Inverter, Modules/WTG, Switchgear)
1	<M/s> <Village> <Tehsil> <District.	< MW	<p>Metering Detail at Delivery Point (&lt;Village&gt;)</p> <p>S.No. of &lt;kV&gt; CT</p> <p>i) &lt;R- Phase&gt;</p> <p>ii) &lt;Y-Phase&gt;</p> <p>iii) &lt;B- Phase&gt;</p> <p>S.No. of &lt; kV&gt; PT</p> <p>i) &lt;R- Phase&gt;</p> <p>ii) &lt;Y-Phase&gt;</p> <p>iii) &lt;B Phase&gt;</p> <p>S.No. of Main&lt;ABT Meter&gt;</p> <p>S.No. of Check &lt;ABT Meter&gt;</p> <p>Metering Equipment installed at Receiving end on dated: &lt;</p> <p>33 kV GSS, &lt;, &lt;, (&lt;Distt.&gt;)</p>	<p>i) Transformer &lt; Make/Type :&gt; &lt; Sr. No.&gt;</p> <p>ii) Inverters &lt;Make/Type:&gt; &lt;Sr. No.&gt;</p> <p>iii) Modules &lt;Make: &gt; &lt;W&gt;, &lt; W &gt; &lt;Total: Nos.&gt;</p> <p>iv) Switchgear Panels &lt;Make/Type:&gt; &lt;Sr. No.&gt;</p> <p>v) Protection Provided: Under/Over voltage, Over current &amp; Earth fault.</p>

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The Commissioning date of various equipment is as under:

<kV> line from --- to ----, completed on date ----.

Line Bay at < kV > GSS, ----- charged for ---- on ----.

<kV> line charged from -----to----- on date-----.

Main & check metering commissioned on ..... (initial record of main/Check meters at the  
time of Commissioning is to be taken and enclosed) Complete system commissioned on date----  
----

The Joint Inspection Report of metering arrangement & copy of permission of Electrical  
Inspector is enclosed herewith.

**Appendix-A-4**

**Sample Synchronization Certificate**

It is certified that ----- MW (Capacity) Renewable Energy Source with Energy Storage Facility  
of M/s. -----, Village ----- Tehsil/Taluka -----, District ----- was Grid connected on  
..... (Date) at----- Hrs.

It is further certified that the Project was synchronized and supply of power into the grid  
from the Project connected on ..... (Date) at ----- Hrs.

The above certificate is issued on the basis of MRI record. NB:

- (i) The above certificate shall be issued by concerned CTU/ STU/ Transmission Utility/  
Discoms
- (ii) Copy of duly signed MRI is to be enclosed.

**Appendix-A-5**

**Sample Part Commissioning / Full Commissioning Certificate  
of the Project**

This is to certify that <M/s> having its registered office at ----- has successfully commissioned Capacity < MW > out of total <MW> installed Capacity on (Date) of their Renewable Energy Sources with Energy Storage Facility at Village -----, Tehsil/Taluka ----- & Dist. -----

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

- (i) Installation Report including Snap shots of the Project from various angles
- (ii) Electrical Inspector Report
- (iii) Connectivity Report
- (iv) Synchronization Certificate including MRI record

NB: To be issued by as mentioned in clause 3.17.

**Annexure – B: Check list for Bank Guarantees**

<b>Sl. no.</b>	<b>Details of Checks</b>	<b>Yes/No</b>
1.	Is the BG on non-judicial Stamp paper of INR500	
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 – C: List of Banks**

(Refer to para 2(b) of notification dated April 13, 2020)

**List of Scheduled Commercial Banks**

<b>PUBLIC SECTOR BANKS</b>		<b>PRIVATE BANKS</b>	
1	State Bank of India	1	Axis Bank Ltd.
2	Bank of Baroda (Including Vijaya Bank and Dena Bank)	2	Catholic Syrian Bank Ltd.
3	Bank of India	3	City Union Bank Ltd.
4	Bank of Maharashtra	4	Development Credit Bank Ltd.
5	Canara Bank (Including Syndicate Bank)	5	Dhanlaxmi Bank Ltd.
6	Central Bank of India	6	Federal Bank Ltd.
7	Indian Bank (Including Allahabad Bank)	7	HDFC Bank Ltd.
8	Indian Overseas Bank	8	ICICI Bank Ltd.
9	Punjab National Bank (including Oriental Bank of Commerce and United Bank of India)	9	IndusInd Bank Ltd.
10	Punjab & Sind Bank	10	Jammu & Kashmir Bank Ltd.
11	Union Bank of India (including Andhra Bank and Corporation Bank)	11	Karnataka Bank Ltd.
12	UCO Bank	12	Karur Vysya Bank Ltd.
		13	Kotak Mahindra Bank Ltd.
		14	Lakshmi Vilas Bank Ltd.
		15	Nainital Bank Ltd.
		16	Ratnakar Bank Ltd.
		17	South Indian Bank Ltd.
		18	Tamilnad Mercantile Bank Ltd.
		19	Yes Bank Ltd.
		20	Bandhan Bank
		21	IDFC Bank Ltd.
		22	IDBI Bank Ltd

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**FOREIGN BANKS**

1	The Royal Bank of Scotland N.V	23	Mizuho Corporate Bank Ltd.
2	Abu Dhabi Commercial Bank Ltd.	24	Oman International Bank
3	Antwerp Diamond Bank N.V	25	SocieteGenerale
4	Arab Bangladesh Bank Ltd.(AB Bank)	26	Sonali Bank
5	Bank International Indonesia	27	Standard Chartered Bank
6	Bank of America	28	State Bank of Mauritius
7	Bank of Bahrain & Kuwait B.S.C	29	JSC - VTB Bank
8	Bank of Ceylon	30	UBS AG
9	Bank of Nova Scotia	31	American Express Banking Corporation
10	Bank of Tokyo - Mitsubishi Ltd.	32	First Rand Bank Ltd.
11	Barclays Bank	33	Commonwealth Bank of Australia
12	BNP Paribas	34	United Overseas Bank Ltd.
13	China Trust Bank	35	Credit Suisse A.G
14	Shinhan Bank	36	Sberbank
15	Citibank N.A	37	Australia and New Zealand Banking Group Ltd.
16	Credit Agricole Corporate and Investment Bank	38	Rabobank International
17	Deutsche Bank	39	National Australia Bank
18	DBS Bank Ltd.	40	Woori Bank
19	Hongkong and Shanghai Banking Corp. Ltd.	41	Industrial & Commercial Bank of China
20	J.P.Morgan Chase Bank N.A	42	Sumitomo Mitsui Banking Corporation
21	Krung Thai Bank	43	Westpac Banking Corporation
22	Mashreqbank	44	Doha Bank



## **Annexure – D: Special instructions to Bidders for e-Tendering**

### **Special instructions to Bidders for e-Tendering**

#### **General**

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

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

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

#### **Instructions**

#### **Tender Bidding Methodology:**

##### **Sealed Bid System**

- *Single Stage Two Envelope*

##### **Auction**

*The sealed bid system would be followed by an ‘e-Reverse Auction’*

#### **Broad Outline of Activities from Bidder’s Perspective:**

1. Procure a Class-III Digital Signing Certificate (DSC)
2. Register on Electronic Tender System<sup>®</sup> (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Bid-Submission on ETS
8. Participate in e-Reverse Auction on ETS

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

## **Digital Certificates:**

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

## **Registration**

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

## **Any Instructions for Online/ Offline Payment of Registration Fee**

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

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

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

ISN-ETS/ ETS Helpdesk:	
Telephone/ Mobile	<i>Customer Support: +91-124 - 4229071, 4229072</i>
E-mail ID	<i>support@isn-ets.com</i> <i>[Please mark CC: <a href="mailto:support@electronictender.com">support@electronictender.com</a>]</i>
MSEDCL Contact:	
MSEDCL Contact Person	Mr. Nikhil Meshram,  (Superintending Engineer) (RE)
Telephone/ Mobile	Ph: 022-26474211  [between 10:00 hrs to 18:00 hrs on working days]

E-mail ID	<a href="mailto:ncetendersedcl@gmail.com">ncetendersedcl@gmail.com</a>
-----------	--

### Some Bidding related Information for this Tender (Sealed Bid)

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

- Submission of Bid-Parts/ Envelopes
  - *Technical-Part*
  - *Financial-Part*
- *Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)*
- *Submission of digitally signed copy of Tender Documents/ Addendum*
- Submission of General Terms and Conditions (with/ without deviations)
- Submission of Special Terms and Conditions (with/ without deviations)

### Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

Chief Engineer (Renewable Energy)  
Maharashtra State Electricity Distribution Co. Ltd.,  
Renewable Energy Section, 5th Floor  
'Prakashgad', Bandra (East), Mumbai - 400 051  
Tel No. 022- 26474211 (Extn. 2208)  
Email – [ncetendersedcl@gmail.com](mailto:ncetendersedcl@gmail.com)

*The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).*

1. *Original copy of the Bid Security in the form of a Bank Guarantee as per Tender Documents*
2. *Original copy of the letter of authorization shall be indicated by written power-of-attorney if applicable*
3. *Bid Processing Fee as per the Tender Documents*
4. *INR 15000/ plus applicable GST towards 'ETS Bidding Fee' for use of ETS to be paid as per the way described on the e-Tendering portal. Note: Failure to pay this amount will result in rejection of the bid.*

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

### Special Note on Security and Transparency of Bids:

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

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

**CAUTION:** All bidders must fill Electronic Forms<sup>®</sup> for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms<sup>®</sup> and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms<sup>®</sup> 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<sup>®</sup>, 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<sup>®</sup> and the ‘Main-Bid’, the contents of the Electronic Forms<sup>®</sup> shall prevail.

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

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

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

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

e-Reverse Auction would be conducted after the opening of the Prequalification/ Financial-Part.

The following would be parameters for e-Reverse Auction:

S#	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Will be informed to eligible bidders later.
2	Duration of Reverse-Auction Bidding Event	One Hour
3	Automatic extension of the ‘Reverse-Auction Closing Time’, if last bid received is within a ‘Pre-defined Time-Duration’ before the ‘Reverse-Auction Closing Time’	Yes

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3.1	Pre-defined Time-Duration	<i>8 Minutes</i>
3.2	Automatic extension Time-Duration	<i>8 Minutes</i>
3.2	Maximum number of Auto-Extension	<i>Unlimited</i>
4	Criteria of Bid-Acceptance	A bidder can go 'decreasing' his own bid without taking into cognizance the 'Starting Price' or 'Rank-1' bid
5	Entity – Start-Price	L1 of the respective Item of Financial-Part/ Specified by Buyer organization
6	Minimum Bid-Decrement	INR 0.01

**Other Instructions:**

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

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

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

**SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS**

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

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

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4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents.

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

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

**NOTE:**

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

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

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (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. If applicable for an e-Reverse Auction (such as in case of a Direct e-Reverse Auction which is not preceded by a sealed-bid stage), pay the Bid Processing Fee well in advance of the start of e-Reverse Auction bidding.
5. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.

**Minimum Requirements at Bidder's End**

Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity

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Microsoft Internet Explorer 7.0 or above

Digital Certificate(s)

**Annexure-E**

***Reference Bidders' Declaration Format associated with Implementation of ALMM Order***

(on the letter head of the bidder)

Declaration

**To Whomsoever this may concern**

Reference: (RFS no. .... Dated .....)

1. We hereby declare that we are fully aware of the binding provisions of the ALMM order and the Lists thereunder, while quoting the tariff in the RfS no. [*tender number*] floated by MSEDCL.
2. We understand that the List – I (Solar PV Modules) of ALMM Order, Annexure – I of the OM, issued by MNRE on 10<sup>th</sup> March 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List – I of the ALMM order applicable on the date of invoicing of such modules.
3. We further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

Name:

Designation:

Organization:

Date:

(Signature and Stamp)