

Addendum

(RfS No. MSEDCL/RE/2024/1052 MW Solar/LIS/T-12 Dated 15.03.2024)

The RfS bearing number MSEDCL/RE/2024/1052 MW Solar/LIS/T-12 dated March 15, 2023 issued by Maharashtra State Electricity Distribution Co. Ltd, has been revised. The revised draft of the RfS has been appended herewith and uploaded on the website of Maharashtra State Electricity Distribution Company Limited (www.mahadiscom.in). All bidders are requested to refer to the latest RfS only.

Capitalized terms used but not defined herein shall have the meaning as ascribed to them in the RfS, as applicable.

The Bidders shall note that the details in the Data Room will prevail over any other data or information provided in the RfS.

The Bidders are requested to review the websites of the Bharat E-Portal (<https://www.bharatelectronicstender.com>) and the Maharashtra State Electricity Distribution Company Limited (www.mahadiscom.in) periodically for further details on the RfS referred to above and for any further updates thereto.

For Maharashtra State Electricity Distribution Co. Ltd

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

REQUEST FOR SELECTION (RfS)

**FOR PROCUREMENT OF POWER ON LONG TERM BASIS THROUGH
COMPETITIVE BIDDING PROCESS (FOLLOWED BY REVERSE E-AUCTION)
FROM 800 MW GRID CONNECTED SOLAR PHOTOVOLTAIC POWER
PROJECTS TO BE SET UP ON LANDS OF WATER RESOURCE DEPARTMENT
OF MAHARASHTRA FOR LIFT IRRIGATION SCHEMES**

RfS No. MSEDCL/RE/2024/1052 MW Solar/LIS/T-12 Dated March 15, 2023

ISSUED BY
**Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL), Renewable Energy Section, 5th
Floor, 'Prakashgad', Bandra (East), Mumbai - 400 051**
Website: www.mahadiscom.in

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DISCLAIMER:

1. The purpose of this RfS is to provide the interested parties with information that may be useful to them in making their bid proposals pursuant to this RfS. Though adequate care has been taken while preparing the RfS, the Bidders shall satisfy themselves that the document is complete in all respects. Each Bidder shall be responsible for conducting its own investigations and analysis, and checking the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RfS. Within 15 (fifteen) Days from the date of notification of RfS, any discrepancy shall be notified to MSEDCL, failing which the RfS shall be deemed to be complete in all respects.
2. Maharashtra State Electricity Distribution Company Limited (“**MSEDCL**” or “**DISCOM**”) reserves the right, but without being under any obligation to do so, to modify, amend or supplement the information, assessment or assumptions contained in this RfS including any documents that are provided as attachments or annexures hereto or otherwise annul or cease the Bid at any point in time, for any reason determined in its sole discretion. No financial obligation will accrue to MSEDCL in such an event. The Bidder(s) should regularly review the data uploaded in the Data Room to keep themselves updated regarding clarifications, revisions, amendments, modifications and supplements with respect to the Bid including but not limited to the PPA.
3. The issue of this RfS does not in any way imply that MSEDCL is bound to select a Bidder for a Project/Unit, and MSEDCL reserves the right to reject all or any of the Bidders without assigning any reason, whatsoever, at its sole discretion.
4. No person shall be entitled under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise to claim for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RfS or otherwise, including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions contained in this RfS and any assessment, assumption, statement or information contained therein or deemed to form part of this RfS, and MSEDCL and their advisors, affiliates, directors, employees, agents and representatives do not have any responsibility or liability for any such information or opinions and therefore, any liability or responsibility is expressly disclaimed.
5. This RfS has been prepared in good faith, and on a best endeavour basis. 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, adequacy, correctness, reliability or completeness of this RfS, even if any loss or damage is caused by any act or omission on their part.
6. The RfS has not been approved and may not be reviewed or approved by any statutory or regulatory authority in India, or elsewhere or by any stock exchange in India or elsewhere. This RfS may not be all inclusive and may not contain all of the information that the recipient may consider material. Each Bidder should conduct its own investigations, diligence, and analysis and should check the accuracy, adequacy,

correctness, reliability and completeness of the assumptions, assessments, statements and the information contained in this RfS and obtain independent advice from appropriate sources and, if necessary, seek professional advice. The information in this RfS is for informational purposes only and nothing contained in this RfS shall be construed as an advertisement offering or calling attention to an offer or intended offer.

7. Nothing contained in this RfS shall be deemed to relieve, wholly or partially, directly or indirectly, the Bidders from their compliance with any law in force, and/ or any instrument having the force of law, as may be applicable to them. The Bidders shall inform themselves, and shall observe and comply with any applicable legal requirements.
8. This RfS shall be governed by and construed in accordance with the laws of India.
9. By procuring/receiving or accepting a copy of this RfS, the recipient accepts and acknowledges and agrees to be bound by the terms of this disclaimer notice, which forms an integral part of this RfS, and all other terms and conditions of this RfS.

Place: Mumbai

Date: March 15, 2023

BID INFORMATION SHEET

Document Description	RfS for procurement of power on long term basis through competitive bidding process (followed by reverse e-auction) from 800 MW (eight hundred megawatt) grid connected solar photovoltaic power projects to be set up on lands of WRD under the LIS.
RfS No.& Date	RfS No. MSEDCL/RE/2024/1052 MW Solar/LIS/T-12 dated March 15, 2023
Downloading of tender documents	March 15, 2023
Pre-bid Conference / Clarification Meeting Date & Location	Date: May 28, 2024 Time: 15:00 hrs
Bid Due Date (a) Online submission of response to RfS; and (b) All documents as per Clause 3.27 physically at MSEDCL office, Mumbai	June 13, 2024 Time: 12:00 hrs
Technical Bid Opening	June 13, 2024 Time: 13:00 hrs
Financial Bid Opening	Will be informed to eligible Bidders
e -Reverse Auction	Will be informed to eligible Bidders (if applicable)
Cost of RfS (non-refundable)	<p>INR 25,000/- (plus 18% GST) (Rupees Twenty Five Thousand only).</p> <p>Account details are as below:</p> <p>Account Name- Maharashtra State Electricity Distribution Co. Ltd.</p> <p>Bank- Bank of Maharashtra. Branch-Bandra East, Mumbai</p> <p>Account No.- 20045303764</p> <p>IFSC Code - MAHB0000164</p> <p>MICR Code - 400014043</p> <p>(Kindly provide UTR No. details to MSEDCL at the time of bid submission)</p>

<p>Processing Fee (non-refundable)</p>	<p>INR 3,000 (Indian Rupees Three Thousand only) per MW.</p> <p>Processing Fee shall be paid as below:</p> <p>(a) An amount of INR 30,000 (i.e., 10 MW * INR 3,000) for enabling access to the Data Room.</p> <p>(b) If the Bidder is submitting a Bid for capacity in excess of 10 (ten) MW, then the Bidder shall pay additional processing fee for such additional capacity (over and above 10 (ten) MW) at the rate of INR 3,000 (Indian Rupees Three Thousand only) per MW for such additional capacity and submit the proof of payment at the time of submission of Bid.</p> <p>Any Processing Fee paid is subject to additional 18% (eighteen percent) GST over and above the processing fees set out above.</p> <p>The Processing Fee shall be also subject to Tax Deduction at Source (TDS) at the rate of 2% (two percent) by the interested parties under Section 194J of the Income Tax Act, 1961.</p> <p>The Goods and Services Tax Identification Number (GSTIN) of MSEDCL is 27AAECM2933K1ZV and Permanent Account Number (PAN) is AAECM2933K.</p>
<p>EMD</p>	<p>INR 2,00,000 (Indian Rupees Two Lakh only) per MW of the total capacity Bid for by the Bidder. The EMD can be submitted, along with the response to RfS, either in the form of:</p> <p>(a) bank guarantee; or</p> <p>(b) online payment, with a copy of such payment/transaction receipt being submitted.</p>
<p>Name, Designation, Address and other details (For Submission of Response to RfS)</p>	<p>Chief Engineer (Renewable Energy) Renewable Energy Section, Maharashtra State Electricity Distribution Co. Ltd., 5th Floor, 'Prakashgad', Bandra (East), Mumbai - 400 051 Tel No. 022- 26474211 (Extn. 2208) Email – ncetendersedcl@gmail.com</p>
<p>Details of persons to be contacted in case of any assistance required</p>	<p>1) Mr. Nikhil Meshram, Superintending Engineer (RE), Ph: 022-26474211 (Ext. 2552) Mobile No. 7045271284</p> <p>2) Mr. Bhalchandra Gawai, Executive Engineer (RE), Ph:</p>

	022-26474211 (Ext. 2402) Mobile No. 9920976517
Bank Details of MSEDCL for Bank Guarantee	<p>Name of Bank: Bank of India</p> <p>Branch Name: Mumbai Large Corporate Branch</p> <p>Account No.: 016020110000033</p> <p>Name of Account Holder: Maharashtra State Electricity Distribution Co Ltd.</p> <p>IFSC Code: BKID0000160</p> <p>Type Of Account: Current Account</p> <p>Address: Mumbai Large Corporate, 70/80, MG Road, Fort, Maharashtra</p>
<p>Important Note: Prospective solar power developers are requested to remain updated for any notices/amendments/clarifications etc. to the RfS through https://www.bharat-electronictender.com (the “Bharat E-Portal”). No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually. Intimation regarding notification/amendments/clarifications etc. any associated details will only be available through the Bharat E-Portal.</p>	
<ol style="list-style-type: none"> 1. The entities intending to bid in terms of this RfS are required to go through the same carefully and note that all terms and conditions mentioned therein shall form part of the contracts executed in furtherance of the RfS. The RfS and the ancillary documents appended hereto will neither be issued manually nor be sent by post or courier; the same can be viewed and downloaded from the Bharat E-Portal. 2. The applications are to be submitted electronically at the Bharat E-Portal and other mode of submission of Bids shall not be accepted. The procedure for filing the Bid is given in this RfS. 3. The corrigendum and amendments, if any, shall be uploaded on the Bharat E-Portal. Therefore, all Bidders are requested to frequently visit the above website at least till the scheduled date of opening of Bids. 4. For conducting the e-bidding, MSEDCL will use the Bharat E-Portal. Bidders are required to register themselves online with ISN Electronic Tender Services website i.e., the Bharat E-Portal (if not registered already) through the payment gateway facility of the e-bidding portal by making a payment of relevant fees (currently INR 3,000 (Indian Rupees Three Thousand only)) plus applicable taxes as indicated in Bharat E-Portal. The Bidder may subsequently download the RfS from the Bharat E-Portal. A Bidder who is already registered on the Bharat E-Portal need not register again on the portal. Additionally, prior to submission of the Bid, a Bidder is required to pay online through the payment gateway on the Bharat E-Portal, a non-refundable ETS bidding and Reverse Auction fee (as applicable), specified on the Bharat E-Portal (plus applicable taxes as indicated in the Bharat E-Portal). 	

SECTION 1: INTRODUCTION

Section 1 : Introduction

1.1 Introduction

- 1.1.1 The Government of Maharashtra (“GoM”) has undertaken to promote usage of large scale lift irrigation systems for the agricultural sector in the areas where, due to the geographical elevation, it is not possible to provide irrigation facilities through the conventional flow system and where there is no scope for construction of irrigation facilities due to the problem of forest clearance. Some lift irrigation systems are also required where it is not possible to fully use the water allocated to the state from the interstate rivers in conventional flow system.
- 1.1.2 To improve the standard of living of farmers and help them to increase their agricultural income, the GoM provides subsidies to such lift irrigation system consumers in the form of electricity tariff at reduced rates. There is ample land available with the Water Resource Department (“WRD”) who operates the lift irrigation systems.
- 1.1.3 Further, as per the policy of the Government of India, a target of 43% (forty three percent) of energy from non- conventional fuel sources has been set for year 2030. Therefore, GoM has decided to solarize existing lift irrigation systems which will help in reducing the subsidy burden and to promote “CLEAN ENERGY GREEN ENERGY”. Due to the availability of low-cost solar energy, it will also help in sustainable development of the state.
- 1.1.4 MSEDCL has been incorporated under the Companies Act, 1956 (and is validly existing under Companies Act, 2013) pursuant to a decision of the GoM to reorganize the erstwhile Maharashtra State Electricity Board. MSEDCL will be the implementing agency for implementation of the LIS.
- 1.1.5 In light of above and in order to fulfil the renewable power purchase obligation and to meet the future power requirements, MSEDCL intends to procure solar power up to capacity of 800 MW from grid connected Solar Projects to be set up on lands of WRD for solarization of lift irrigation systems through Competitive Bidding Process (conducted through electronically facilitated online web based portal of M/s ISN Electronic Tender followed by reverse auction). MSEDCL shall enter into Power Purchase Agreement (“PPA”) with the Bidders selected based on this RfS for purchase of solar power for a period of 25 (twenty five) years from the Scheduled commencement-of-supply date in case of proposed solar power projects, subject to conditions and provisions of the RfS.
- 1.1.6 The Solar Power Generator/ Project SPV (as applicable) shall be responsible for design, finance, engineering, procurement, construction, operation and maintenance of the Project/Units under and in accordance with the provisions of the LIS, RfS and the PPA to be entered into between the Solar Power Generator and MSEDCL.
- 1.1.7 To enable development of the Projects, the GoM and WRD have identified certain WRD land parcels and also conducted studies to ensure that suitable evacuation capacity is available at identified substations. In case, a Project SPV intends to set up the Project on the land identified by the GoM/ WRD, the WRD land shall be made available to such Project SPV by the WRD.

1.1.8 Further, the GoM has, through MSEDCL, identified substations near the selected land parcels. The details of such key approvals along with land-related particulars will be provided to the Bidders through the Data Room after payment of the processing fee stipulated in the Bid Information Sheet. The Data Room shall contain information pertaining to inter-alia:

- (a) list of identified substations with proposed solar MW capacity for evacuation along with latitude and longitude of substations;
- (b) details of spare bay/bays available (if any) at HV/LV sides of those substations; and
- (c) details of:
 - (i) the WRD land(s) identified for the establishment of Units;
 - (ii) land parcels, substations and the distances thereto on Google Maps.

1.1.9 In terms of a Bid under the RfS, the Bidder(s) shall note that a ceiling tariff of INR 0.65 (Indian Rupees Zero point Sixty Five only) per kWh shall apply, both on the Unit level as well as the Project level. A Successful Bidder, in respect of a Unit, will be selected on the basis of lowest quoted fixed tariff for such Unit. The Bidder shall quote separate tariffs for each Unit comprising the Project that the Bidder is bidding for.

1.1.10 In the event a Bid is received for a Unit that is not common with any other Bidder, such Unit will be awarded to the Bidder submitting such unique Bid at the tariff quoted by such Bidder. However, in case more than 1 (one) Bid is received for a Unit (i.e., 2 (two) or more Bidders have submitted bid for a Unit), the Bidder submitting the lowest tariff shall be awarded the Unit at the tariff quoted by such Bidder.

1.1.11 In case more than one Bid is received for a Unit at tariffs which are identical, an e-Reverse auction (as per Clause 4.4.3) will be conducted for the discovery of the lowest fixed tariff for such Unit(s). Such lowest tariff discovered shall be considered as the tariff for that particular Unit in a Project for a particular Bidder.

Illustration:

Units / Quoted tariff (in INR) per kWh	Capacity	Bidder 1	Bidder 2	Bidder 3	Selected Bidder
A	10 MW	0.63	0.61	-	Bidder 2
B	12 MW	0.62	0.62	0.65	e-reverse auction to be conducted between Bidder 1 & 2
C	10 MW	0.62	-	-	Bidder 1
X	10 MW	-	0.63	-	Bidder 2

1. If a Unit is not common with any other Bidder (Units X & C in the table above), such Units will be awarded to the respective Bidder at the quoted tariff (i.e., Bidder 2 and Bidder 1 respectively).
2. For common Units, if the bids are unique, then the lowest Bidder will be the Successful Bidder (Unit A in the table above and the Successful Bidder being Bidder 2).
3. For common Units, if the Bids are same for two or more Bidders, e-Reverse Auction as per Clause 4.4.3 will be conducted among the Bidders with lowest quoted tariff. (Bidder 1 and 2 in respect of Unit B in the table above). L1 at the end of the e-reverse auction will be the Successful Bidder. Post the e-Reverse Auction, the tariffs shall be listed for all the Units of the Successful Bidder and such tariff shall be set out in Schedule 7 of the PPA. (as explained below).
4. During e-Reverse Auction, Bidder 1 wins the auction for Unit B at INR 0.62 per kWh (Indian Rupees Zero point Sixty Two only per kilowatt) final / applicable tariff for the units where Bidder 1 has bid will be as shown below:

Units	Bidder 1 at INR 0.62 per kWh for Unit B
A	Not awarded
B	0.62
C	0.67
X	Did not bid

For avoidance of doubt, it is also clarified that in case there is more than 1 (one) Bidder for any Unit, the lowest tariff quoted by the Bidders for such Unit shall be used at the time of conducting the e-Reverse Auction process for the relevant Unit for deciding the L1 Bidder for that relevant Unit. Such lowest tariff discovered shall be the final tariff for that Unit

- 1.1.12 The Bidders shall note that the tariff as discovered in terms of Clause 1.1.12 above shall be the tariff applicable for that Unit of the Project and tariffs shall be captured separately for all Units under the PPA for the entire Contracted Capacity. The award of the final Contracted Capacity shall be of such capacity for which the Bidder is declared as the Successful Bidder.
- 1.1.13 The Bidders are encouraged and expected to obtain benefits of any central and state government schemes that may be available to them. The details of available land of WRD corresponding to each lift irrigation systems are available in the Data Room.
- 1.1.14 The Project would be eligible for the State Financial Assistance (“SFA”) under the LIS. The Bidders shall (subject to compliance with the LIS), be provided a SFA of maximum INR 3,20,00,000. (Indian Rupees Three Crores Twenty Lakhs) /MW for capacity corresponding to size of the Project.
- 1.1.15 The Bidders will be provided with access to the Data Room which will contain all the relevant information including the information about the quantum of the benefits of the SFA under the LIS. The Bidders may note that their eligibility for any such benefits that are prescribed under the LIS, may be subject to the Bidders meeting

further criteria and compliances in terms of the LIS. The SFA upto 100% (one hundred percent) of the total eligible SFA will be released to the Project SPV as per specified milestones in Clause 1.1.17, with the last milestone being successful operation and performance of the Project for 2 (two) months after the COD, with at least 1 (one) month CUF as per minimum CUF agreed in PPA. It is however clarified that the 2 (two) months' timeline post COD for release of SFA for the Project shall be a period of 2 (two) months within a period of 6 (six) months from the COD of the Project.

1.1.16 The SFA will be released in 3 (three) instalments as follows:

- (i) First release of 30% (thirty percent) of the eligible SFA shall be released on completion of 30% (thirty percent) of the total work for the Project.
- (ii) Second release of 30% (thirty percent) of the SFA shall be released on completion of 75% (seventy five percent) of the total work for the Project; and
- (iii) Final release of 40% (forty percent) of the eligible SFA for the Project shall be on the successful completion of the Project which shall be released on successful operation and performance of the Project for 6 (six) months after the commissioning with achievement of at least one month CUF of 24% (twenty four percent). The first instalment of 25% (twenty five percent) of the final release of the SFA under this Clause 1.1.16 (iii), shall be released to the Project SPV on completion of the plant commissioning. Thereafter, the remaining portion of the SFA shall be released in the manner provided in the manner provided in Clause 1.1.17 below.

It is hereby clarified that the CUF of minimum of 24% (twenty four percent) shall be applicable in respect of the capacity from all Units of the Project.

1.1.17 The SFA release in terms of Clause 1.1.16 will be subject to the Project SPV complying with the detailed activities set out against each milestone hereinbelow in further detail:

Release	Milestone achieved	Activities to be completed by the Project SPV	Release mechanism
30% of SFA as first instalment	30% of Project	<ul style="list-style-type: none"> (a) Letter of Award and signing of PPA by Project SPV with MSEDCL. (b) Signing of EPC contract and releasing of advance to EPC contractor (c) Bay allocation letter received from MSEDCL. (d) Escrow agreement if financial assistance is obtained from FI/Banks. (e) GST invoices of solar module 	The 30% (thirty percent) SFA would be released to the Project SPV on submission of documents duly verified and signed by the Project SPV.

Release	Milestone achieved	Activities to be completed by the Project SPV	Release mechanism
		inverters and transformer. (f) Financial Closure of the Project; (g) 50% (fifty percent) completion of preliminary civil work including foundation for module mounting structure etc.	
30% of SFA as second instalment	75% of Project	(a) Completion of preliminary civil work including foundation for module mounting structure etc. (b) Receipt of Solar PV Module and Solar Inverters, at the site of Project. (c) 75% (seventy five percent) completion of installation work of solar PV modules	The second instalment would be released to the Project SPV. The Project SPV would transfer the funds to lender/financier in case the project is under financing.
40% of SFA as final instalment	100% of Project	(a) Instalment of 25% (twenty five percent) shall be released to the Project SPV on completion of the plant commissioning. (b) 15% (fifteen percent) on successful performance of the solar plants for 2 (two) months after the commissioning, with achievement of at least 1 (one) month CUF as per the minimum CUF agreed in PPA. It is however clarified that the 2 (two) months' timeline post COD for release of SFA for the Project shall be a period of 2 (two) months within a period of 6 (six) months from the COD of the Project.	The final instalment would be released to the Project SPV. The Project SPV would transfer the funds to lender/financier in case the project is under financing.

1.1.18 The detailed list of substations and associated solar capacity eligible for SFA under the LIS along with relevant guidelines (as available on date of RfS) will be provided in the Data Room to facilitate reference by the Bidder on a no liability basis. It is also clarified that the SFA will only be released if the thresholds above for judging completion of activities are met by the Bidder on both the Unit and Project levels. Provided that the Bidder shall be responsible for ensuring continued compliance with the LIS and /or the guidelines as revised or amended from time to time at the Bidders sole risk and cost.

1.2 Details of Power Procurement

- 1.2.1 The Successful Bidder shall be selected by MSEDCL in accordance with the process and procedures set out in this RfS. Upon such selection, the Successful Bidder will be intimated that the Bidder has been successful in its Bid.
- 1.2.2 Subsequently, MSEDCL will proceed to file a tariff petition with the MERC under Section 63 of the Electricity Act. The purpose of this petition shall be to seek the MERC's approval for adopting the tariff discovered during the bidding process.
- 1.2.3 Upon the receipt of the MERC's approval, the tariff shall be adopted and a Letter of Award shall be issued by MSEDCL in favour of the Successful Bidder. The Letter of Award shall provide that the PPA (as per the draft format enclosed with RfS in Annexure F) would be signed within a period not exceeding 15 (fifteen) Days from the date of the LOA.
- 1.2.4 MSEDCL has the right to claim such procured energy from the Project for the fulfilment of its renewable energy purchase obligations.
- 1.2.5 The Successful Bidder shall be selected by MSEDCL in accordance with the process and procedures set out in this RfS and the LIS. Upon such selection, MSEDCL shall enter into a PPA with the Bidder(s) that have been selected in terms of this RfS for purchase of solar power for a period of 25 (twenty five) years from the SCSD in case of proposed/new solar power projects based on the terms, conditions and provisions of the RfS. The tariff payable to Selected Bidder(s) shall be fixed for 25 (twenty five) years as discovered through the e-Bidding and e-Reverse Auction conducted *vide* this RfS. The Project SPV shall be permitted to avail any fiscal incentives available to them such as accelerated depreciation, tax holidays etc. as available for such Projects along with any other benefits like accelerated depreciation, concessional customs and excise duties, tax holidays, benefits from trading of carbon credits, etc. that may be available under applicable schemes of the Government of India or GoM, if applicable. The same will not have any bearing on comparison of Bids for selection. As equal opportunity is being provided to all Bidders at the time of bidding itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on MSEDCL for any liability, if the Bidders are not able to avail fiscal incentives. The Bidders acknowledge that and this will not have any bearing on the applicable tariff under the PPA. The Bidder is made aware that any benefits from the trading of carbon credits pertaining to the Project shall inure to the benefit of MSEDCL.
- 1.2.6 The net sale of power from the Project shall be calculated as the difference between the energy drawn by the Project from MSEDCL against the power exported from the Project. The accounting of sales and the energy drawn shall be done at the Delivery Point.
- 1.2.7 In case of import of energy during a month, the Project SPV shall be required to make payment to MSEDCL at the prevailing tariff for the particular category which is applicable to Solar Power Projects as determined by MERC from time to time.

1.3 Eligible Projects

- 1.3.1 The Projects to be selected for aggregate capacity of 800 MW to be set up on the lands of WRD for solarization of lift irrigation systems in Maharashtra, provide for deployment of solar photo-voltaic technology. However, the selection of projects would be technology agnostic within the technology mentioned hereinafter. Crystalline silicon or thin film etc., with or without trackers can be installed. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects. Bidder shall ensure that the technology to be adopted shall be commercially established technology as per Annexure-A and in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 as amended from time to time.
- 1.3.2 In order for timely completion of the Project, the Bidder shall submit activity-wise Tentative schedule for meeting timelines/milestones as per RfS Format 6.8 at the time of submission of the Bid including details with respect to grid connectivity, material procurement, tentative date/month of procurement of solar modules/panels, , details of taxes and duties considered for solar project and power evacuation facility, start and completion of construction activities etc. However, if any revision in given schedule, the Project SPV shall submit it at the time of Financial Closure.
- 1.3.3 Bidders to note that the details in the Data Room will prevail over any other data or information provided in the RfS.

SECTION 2: DEFINITIONS

Section 2 : Definitions

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

2.1 Definitions

“**Act**” or “**Electricity Act, 2003**” shall mean the Electricity Act, 2003 and including any modifications, amendments and substitutions from time to time;

“**Affiliate**” shall mean a company that, directly or indirectly,

- (i) controls, or
- (ii) is controlled by, or
- (iii) is under the common control with the Bidder or is a Member developing the Project.

The expression ‘control’ shall mean the ownership; directly or indirectly, of 51% (fifty one percent) or more of the voting shares of such company or right to appoint majority directors.

“**Appropriate Commission**” shall have the meaning ascribed to such term in the PPA.

“**Bid**” shall mean the documents submitted by the Bidder towards meeting the technical and financial qualifying requirements, along with the price bid as part of its response to this RfS.

“**Bid Due Date**” shall mean the date identified in the Bid Information Sheet of this RfS as the date on which the Bid has to be submitted by a Bidder.

“**Bidder**” shall mean a Company, public sector enterprise or undertaking, Foreign Company, a Bidding Consortium, individuals, proprietary concern or a registered partnership firm submitting the Bid. Any reference to the Bidder includes bidding Company/Bidding Consortium/Member including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require.

“**Bidding Consortium**” or “**Consortium**” shall mean the reference to the group of Bidders, each being a Member, if the Bid has been submitted jointly by more than one Bidder.

“**Capacity Utilization Factor**” or “**CUF**” shall have the same meaning as provided in Central Electricity Regulatory Commission (Terms and Conditions for Tariff Determination from Renewable Energy Sources) Regulations, 2009 (as may be amended or replaced from time to time). However, for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity. In any Contract Year, if ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Contracted Capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$.

“Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a ‘Chartered Accountant(s)’ within the meaning of the Chartered Accountants Act, 1949.

For Bidders 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.

“Commercial Operation Date” or **“COD”** with respect to a Unit/Project (as the context may require) shall mean the date on which the Unit/Project (as the context may require) is Commissioned.

“Company” shall mean a body incorporated in India under the Companies Act, 1956 and validly existing under Companies Act, 2013 or the Companies Act, 2013, as applicable;

“Commissioning” shall mean, with respect to the Unit/Project (as the context may require) as certified by SLDC/DISCOM, when all equipment’s as per-rated capacity of the Unit/Project (as the context may require) has been installed as per the ‘Commissioning Checklist’ set out in Schedule 5 of the PPA, and the energy has flown into the grid as certified by SLDC/DISCOM and **“Commission”** and **“Commissioned”** shall be construed accordingly.

“Confidential Information” shall mean all information including; without limitation, oral and written information disclosed by the Disclosing Party to the Receiving Party or is a subject matter of this RfS and any documents annexed hereto.

“Conflict of Interest” shall mean an event or circumstance, determined at the discretion of MSEDCL, where a Bidder and/or Successful Bidder is found to be in a position to have access to information about or influence the Bid of another Bidder, pursuant to a relationship including in the nature of a shareholding interest or that of control (as on the date of this Bid) with other Bidders, directly or indirectly, or by any other means including colluding with other Bidder(s).

“Consortium Agreement” shall mean the agreement to be entered into amongst the Members of a Bidding Consortium as per the format provided in Format-6.5.

“Consortium Member” or **“Member”** shall mean each Company in a Bidding Consortium. It is clarified that in case of a Technology Partner being a member in the Consortium, the same shall be a Company.

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

“**Contracted Capacity**” shall mean the AC capacity in MW contracted with MSEDCL for supply by the Project SPV to MSEDCL at the Delivery Point from the Project.

“**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.

“**Controlling Shareholding**” shall mean not less than 51% (fifty one percent) of the voting rights or paid up share capital in the Company/Consortium.

“**Data Room**” shall mean the secure virtual data room set up and maintained by MSEDCL or any person on its behalf, created for accessing Confidential Information in relation to the RfS and the bidding process hereunder including the information set out in Annexure-G, and which is to be operated in compliance with the rules set out in this RfS.

“**Day**” shall mean calendar day.

“**Delivery Point**” shall mean the point(s) of connection(s) at which energy generated from each Unit is delivered into the grid system at the bus bar level of the 33 kV/EHV substation of MSEDCL/MSETCL or as specified in the Data Room. Metering shall be done at this inter-connection point where the power is injected into. For interconnection with grid and metering, the Project SPV shall abide by the relevant CERC/MERC regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time. All charges and losses related to transmission of power from the Project up to Delivery Point as notified by the Appropriate Commission shall be borne by the Project SPV.

“**Declared CUF**” shall mean the percentage of capacity utilization factor of the project mentioned in the PPA and which shall be allowed to revise the same only once at the time of first anniversary of the project i.e., on completion of 1 (one) year from SCSD. Such revision of the CUF shall be done within 1 month of completion of 1 (one) year from COD and no such revision shall be allowed thereafter and it shall remain unchanged for the balance term of the PPA.

“**Development Agreement**” shall mean the agreement(s) entered into between the WRD and the Successful Bidder/Project SPV (as applicable), as provided in the Data Room.

“**Deviation Settlement Mechanism**” or “**DSM**” means the settlement mechanism applicable as per the prevailing MERC regulations for deviations from schedule with the relevant charges being settled by the Solar Power Generator.

“**Disclosing Party**” shall mean MSEDCL or any person on behalf of either of MSEDCL.

“**Financial Closure**” shall mean as defined under Clause 3.17 of the RfS.

“Financing Documents” means 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.

“Foreign Company” shall have the meaning given to the term in Companies Act, 2013.

“Grid Code” shall mean the MERC (State Grid Code) Regulations, 2020 as may be amended, supplemented or modified from time to time.

“Group Company” of a Company means

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

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

“Lead Member of the Bidding Consortium” or **“Lead Member”** shall be the Member having shareholding more than 51% (fifty one percent) in the Bidding Consortium which shall be unchanged until expiry of 1 (one) year from the Commercial Operation Date of the Project.

“Letter of Award” or **“LOA”** shall mean the letter issued by MSEDCL to the Selected Bidder for award of the Bid, upon confirmation by MERC of the tariff

adoption arrived at on the basis of the e-Reverse Auction conducted by MSEDCL contract.

“**LIS** ” shall mean Lift Irrigation Scheme, declared by GoM for solarisation of lift irrigation schemes in the State of Maharashtra.

“**MEDA**” shall mean Maharashtra Energy Development Agency.

“**MERC**” shall mean Maharashtra Electricity Regulatory Commission, a governing body incorporated under the Electricity Regulatory Commission Act, 1998 and existing under the Electricity Act, 2003.

“**MNRE**” shall mean the Ministry of New and Renewable Energy, Government of India.

“**Month**” shall mean calendar month.

“**MSETCL**” shall mean Maharashtra State Electricity Transmission Company.

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

“**Paid-up Share Capital**” shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

“**Parent**” shall mean a Company which holds not less than 51% (fifty one percent) equity either directly or indirectly in the Bidder or a Member.

“**Part-Commissioning**” shall mean a part of the Solar PV Capacity (AC MW) commissioned as per Clause 3.19.

“**Performance Bank Guarantee**” or “**PBG**” shall mean the irrevocable and unconditional bank guarantee to be submitted by the Successful Bidder/ Project SPV (as the case may be) as per Clause 3.14 and shall include the Initial PBG and Project SPV PBG.

“**Power of Attorney**” shall mean the power of attorney to be issued by the Members of the Consortium in favour of the Lead Member in the format provided in Format-6.2.

“**PPA**” shall mean the power purchase agreement to be executed between the Project SPV and MSEDCL for the Term, as per the terms and conditions provided therein.

“**Project**” shall mean a group of solar photo-voltaic grid inter-active power stations to be connected at 33 kV/EHV voltage level of MSEDCL substations, to be established by a Successful Bidder through a Project SPV comprising of multiple Units at single/multiple locations with varying capacities aggregating to Project Capacity, and shall include land, buildings, plant, machinery, ancillary equipment, material, switch-gear, transformers, protection equipment, transmission infrastructure and the like necessary to deliver the generated electricity at the Delivery Point.

“**Project Capacity**” shall mean the capacity bid by each Bidder for supply of solar power from their respective Project(s).

“**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 SPV**” shall mean a Company established by the Successful Bidder for executing the Project as the context may require.

“**Successful Bidder**” or “**Solar Power Developer**” or “**Solar Power Generator**” shall mean the Bidder selected pursuant to this RfS which shall be responsible as the solar project developer, and shall undertake ownership, finance, development, design, engineering, procurement, construction, commissioning, operation and maintenance of the Project.

“**Receiving Party**” shall mean the Bidders or their personnel.

“**RfS**” shall mean the bidding document comprising of a ‘Notice Inviting Tender’ (NIT), this ‘Request for Selection’ and the PPA issued by MSEDCL including all attachments, clarifications and amendments thereof;

“**RMU**” shall have the meaning ascribed to such term in Clause 5.2.(b).

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

“**SCSD**” or “**Scheduled Commencement-of-Supply Date**” shall mean the date that falls upon the expiry of a period of 18 (Eighteen) months from the date of the Letter of Award or a date as extended in accordance with the provisions of the PPA.

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

“**SLDC**” means the State Load Dispatch Centre as notified by the State Government of Maharashtra.

“**STU**” or “**State Transmission Utility**” shall mean the State Transmission Utility notified by the State Government of Maharashtra under Sub-section (1) of Section 39 of the Act.

“**Term**” shall mean a period of 25 (twenty five) years from the SCSD.

“**SNA**” means State Nodal Agency.

“**Ultimate Parent**” shall mean a Company which owns not less than 50% (fifty percent) equity either directly or indirectly in the Parent and Affiliates.

“**Unit**” shall mean 1 (one) set of ground mounted solar photo-voltaic grid interactive power plant and all the auxiliary equipment and facilities that forms part of such solar power plant to be connected at 33 kV/EHV voltage.

“**Week**” shall mean calendar week.

2.2 Interpretation

- 2.2.1 Words comprising the singular shall include the plural and vice versa.
- 2.2.2 A reference to any applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- 2.2.3 A time of day shall, save as otherwise provided in any agreement or document, be construed as a reference to Indian Standard Time.
- 2.2.4 Different parts of this RfS are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- 2.2.5 The table of contents and any headings or sub-headings in the RfS has been inserted for case of reference only and shall not affect the interpretation of this RfS.
- 2.2.6 All references to 'proportion' or 'proportionate' shall be deemed to be replaced with 'cumulative' in case of a Consortium.
- 2.2.7 In case a Bidder has 'audited financials' available as of March 31, 2024, such Bidders shall:
 - (a) submit all financial information as required under Clause 3.11.11, as of March 31, 2024 and accordingly the preceding 2 (two) financial years shall mean FY 2022-2021 and 2022-23 and last financial year shall mean FY 2023-2024; and
 - (b) ensure that they comply with the negative net worth criteria under Clause 3.11.1 (a) (i) for the FY 2021-2022, 2022-2023 and 2023-2024;

For the purposes of this Clause 2.2.7, 'audited financials' shall mean as follows:

- (a) in case of a Company (including a Foreign Company), such audited financials shall mean its audited balance sheet and profit and loss accounts; and
- (b) in case of an individual or a proprietary concern or registered partnership firm, such audited financials shall mean its audited annual accounts as required by applicable laws.

SECTION 3: BID INFORMATION AND INSTRUCTION TO BIDDERS

Section 3 : Bid Information and Instruction to Bidders

3.1 Project Capacity

A Project shall consist of a group of Units and the aggregate capacity of a Project bid for by a Bidder shall be not less than 10 (ten) MW. The specific details of all the Units which are available to be opted for by a Bidder for formation of a Project are outlined in Annexure A. Notwithstanding the above, MSEDCL reserves the right to vary the Units offered at any time prior to the Bid Due Date hereunder. The Bidder further acknowledges that the Contracted Capacity post the completion of the Bid process may be less than 10 (ten) MW as well depending on the number of Units for which the Bidder is declared as the Successful Bidder.

3.2 Project Locations

The Units comprising the Project will be located at any of the locations in the State of Maharashtra as indicated in Annexure A and detailed further in the Data Room. The details of the land and sub-stations along with relevant statutory approvals shall also be provided in the Data Room.

3.3 Connectivity with the Grid

- 3.3.1 The solar power capacity of each Unit will be connected at 33 kV/EHV voltage level of MSEDCL/MSETCL sub-station(s) or as specified in the Data Room.
- 3.3.2 The evacuation of power up to the Delivery Point and energy accounting infrastructure shall be the responsibility of the Project SPV at its own cost. The arrangement of connectivity will be the responsibility of the Project SPV. The Project SPV may construct the connectivity arrangement on its own or through any other agency at its own cost. The maintenance of evacuation infrastructure up to the Delivery Point shall also be the responsibility of the Project SPV.
- 3.3.3 MSEDCL will facilitate, grid connectivity approvals for the Project through MEDA. The specific details of delivery sub-station and grid connectivity approvals for each Unit have been provided in the Data Room.
- 3.3.4 In case of any delay in approval of grid connectivity, provided that such delay is not on account of any default by the Project SPV, the Units that are impacted by such delay shall be deemed to have achieved the Commercial Operation Date and such Units shall be eligible to receive deemed generation in accordance with the terms of the PPA. In case of delay in Commissioning of a Unit due to reasons beyond the reasonable control of the Project SPV, MSEDCL may, at its sole discretion and without being under any obligation to do so, extend the Scheduled Commercial Operation Date after examining the issue on a case-to-case basis.
- 3.3.5 The Project SPV will be entitled to deemed generation in terms of Annexure I. The methodology of calculation of deemed generation is provided in the draft PPA and in Annexure I.
- 3.3.6 The Project SPV shall comply with the CERC/MERC regulations on Forecasting, Scheduling and Deviation Settlement as applicable. The Project SPV will be

responsible for all liabilities related to connectivity and other applicable regulatory provisions.

3.4 Project Scope

- 3.4.1 The Successful Bidder shall, through the Project SPV, be responsible for undertaking ownership, financing, development, designing, engineering, procurement, construction, commissioning, operation, and maintenance of the Project including the evacuation infrastructure up to the Delivery Point, at its own cost and in accordance with the provisions of this RfS. The Successful Bidder acknowledges that any right of way required by the Project SPV for construction, operation and maintenance of the evacuation infrastructure shall be procured by the Project SPV directly at its own cost and expense. However, MSEDCL may facilitate the acquisition of such right of way by co-ordinating with operation and maintenance offices of MSEDCL, Zila Parishad field level offices and WRD field level offices on a no-liability basis.
- 3.4.2 The implementation of Units will be technology agnostic within PV technology and crystalline silicon or thin film, etc. It can be installed with or without trackers. Only commercially established as per Annexure-A and operational technologies shall be used, to minimize the technology risk and to achieve the timely commissioning of the Projects. The Bidder shall ensure that the technology to be adopted shall be in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 as amended from time to time including the MNRE notification dated March 10, 2021 and its subsequent amendments up to the Commercial Operation Date for the Project. The Project SPV shall submit the final details of the Project at least 30 (thirty) Days before SCSD of the Unit.

3.5 WRD Land

- 3.5.1 For enabling the implementation of Projects, WRD shall make available WRD land to the Project SPV. The details of the WRD land have been shared in the Data Room, which will be updated from time to time during the bid process.
- 3.5.2 The Project SPV shall pay a one-time development fee to the WRD, for such WRD land made available under the Development Agreement(s) at the rate of INR 1/- (Indian Rupee One only) per hectare per year of the term of the Development Agreement. For the avoidance of doubt, it is clarified that notwithstanding the provision of the WRD land to the Project SPV, such land shall always remain under the primary ownership of the WRD and the Project SPV shall only hold access rights in such WRD land for the term of the Development Agreement(s) which shall in any event be co-terminus with the PPA. If at any time prior to expiry of a period of 6 (six) months from the effective date of the PPA, the Project SPV determines that any WRD land provided in terms of a Development Agreement(s) for establishing the Project is not required by the Project SPV, then the Project SPV will return such unutilised land parcels to the GoM and enter into cancellation deeds as may be required to effect such return within a period of not more than 15 (fifteen) Days from the expiry of the aforementioned period of 6 (six) months.
- 3.5.3 It is also clarified that all such costs and expenses including but not limited to stamp duty, revenue charges and any other charges (as applicable) in relation to

Development Agreement(s) will be borne by the Project SPV and MSEDCL shall not be responsible or liable in any manner whatsoever for such costs and expenses incurred by the Project SPV.

3.6 Suitability and Possession of Land

3.6.1 The Bidders are required to satisfy themselves about the suitability of any lands which may be provided in terms of the Development Agreements(s), the details of which have been provided in the Data Room. MSEDCL will not be responsible in any manner for any non-suitability of any land provided.

3.7 Obtaining RfS, Cost of Documents and Processing Fees

3.7.1 The RfS can be downloaded from the Bharat E-Portal. The Bidders shall download the official copy of RfS and other ancillary documents after logging into the Bharat E-Portal by using the Login ID and a password provided by the Bharat E-Portal during registration (Refer Annexure – D).

3.7.2 The Bidders interested in participating in the bidding process are mandatorily required to furnish a non-refundable processing fee as mentioned in the Bid Information Sheet above. The submission of the processing fee would be a condition precedent to permitting a Bidder to participate in the Bid.

3.7.3 Bidders who have paid the RfS cost and the processing fee would need to send a confirmation email to ncetendersmseedcl@gmail.com mentioning the acknowledgement numbers received upon such payment along with transaction particulars. As a response to such email, the link and access credentials required to access the Data Room shall be shared with the Bidders. The Bidders would also need to mention the name, designation, and email id of the nominated user(s) (such users being not more than 5 (five) persons) authorized to access the Data Room.

3.8 Total Capacity Offered

3.8.1 Selection of Grid-connected Projects for total capacity of 800 MW at various land parcels of WRD will be carried out through e-bidding followed by e-Reverse Auction process.

3.8.2 The Project SPV shall set up Solar PV Power Project(s) including the transmission network up to the Delivery Point in line with Clause 3.12 at its own cost (including but not limited to open access charges if applicable till the delivery point) and in accordance with the provisions of this RfS. All approvals, permits and clearances required for setting up of the Project (including connectivity) and those required from State Government and local bodies shall be in the scope of the Project SPV.

3.9 Eligibility for Project capacity allocation

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

- (a) A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single bid subject to Minimum Bidding Capacity.

- (b) Multiple Bids from same Bidder including its Parent/ Ultimate Parent/ Affiliates /Group Companies shall make all the Bids submitted by such Bidder and its Parent/Ultimate Parent/Affiliates/Group Companies invalid.
- (c) The evaluation of Bids shall be carried out as described in Section 4. The methodology of allocation of projects is elaborated in Section 4.
- (d) In case the Bidder wishes to set up a project at more than one location, then they would need to be physically identifiable with separate boundary wall, separate inter-connection points and metering arrangement.

3.10 Qualification Requirements

- 3.10.1 Bidder as defined in Section 2 is eligible to participate under this RfS.
- 3.10.2 A Company participating in the Bid as a sole Bidder or a Member of a Consortium should be incorporated or registered in India under Section 2 of the Companies Act, 2013.
- 3.10.3 In case the Bidder is an Individual or Proprietary Concern, the Bidder shall submit the documents such as Permanent Account Number (PAN) issued by Income Tax Department of India and Statutory License or Registration or GST Registration or Certificate of Registration under Shop & Establishment Act, as applicable.
- 3.10.4 In case the Bidder is registered partnership firm, the Bidder shall submit the documents such as registered partnership Deed and Statutory License/GST Registration/Certificate of Registration under Shop & Establishment Act/Permanent Account Number (PAN) issued by Income Tax Department of India
- 3.10.5 Limited Liability Partnership are not eligible for participation.

3.11 Eligibility Criteria

3.11.1 Financial Eligibility Criteria

The Bidders shall satisfy both the net-worth and liquidity criterion specified hereinbelow;

- (a) *Net Worth*
 - (i) The Net-Worth of the Bidder (taken on a combined basis in case of a Consortium), for the financial year that ended on 2022-23, shall not be less than INR 1,00,00,000/- (Indian Rupees One Crore only) per MW (based on the total Project Capacity). In case of Foreign Companies, the applicable financial year shall be as per the applicable laws of the country of incorporation.

Further, the Net-Worth of any of the last 3 (three) financial years i.e., FY 2021-20, FY 2021-22 and FY 2022-23 **should not be negative.**
 - (ii) Bidders shall furnish a certificate from a practicing and certified Chartered Accountant, certifying the Net-Worth per MW based on the

total Project Capacity as on March 31, 2023 and for the last 2 (two) financial years. For avoidance of doubt, the “Net-Worth” shall be as defined in Section 2(57) of the Companies Act, 2013, i.e., the aggregate value of the Paid-up Share Capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

However, in case the Bidder is a newly formed company, it shall, along with its Bid, submit documentary evidence of its recent formation at registrar of companies/any other equivalent as may be relevant for a Foreign Company or in case the net worth of the Bidder is not meeting the criteria as mentioned in above para (a), for reasons solely attributable to its recent formation then such Bidder shall, along with its Bid, submit a certificate issued by a Chartered Accountant computing net worth based on certified copy of balance sheet, profit & loss account, schedules and cash flow statement as on latest available date supported with bank statement.

- (iii) In case Bidder is an individual or a proprietary concern or registered partnership firm, then the Bidder shall be required to submit audited annual accounts as required by applicable laws. The determination of Net-Worth shall be based on the audited annual accounts by deducting the aggregate value of all the liabilities from the aggregate value of all the assets of such Bidder.
- (iv) In case Bidder is a Foreign Company, it may qualify on the basis of certificate issued by statutory auditor (or such other certificate as filed with the regulator in the relevant jurisdiction) certifying the amounts in terms of 3.11.1.(a) (i) as on March 31, 2023 and for the 2 (two) financial years preceding FY 2022-23 (financial year shall be considered as per the applicable law of the country of incorporation of the Bidder).

(b) *Liquidity*

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project:

For Indian Companies:

The Bidder shall be required to demonstrate at least 1 (one) of the following parameters:

- (i) A minimum average annual turnover of INR 25,00,000 / MW (Indian Rupees Twenty Five Lakhs only per MW) of the Project Capacity for the previous 3 (three) financial years until FY 2022-23. However, it 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**”) for an amount that shall be calculated at the rate of INR 10,00,000 /MW (Indian Rupees Ten Lakhs only per MW) of the Project Capacity, as on the last date of previous financial year, i.e., March 31, 2023.
- (iii) In-principle sanction letter from the lending institutions/banks/Affiliate(s) of the Bidder, committing a ‘Line of Credit’ for a minimum amount of INR 12,50,000/MW (Indian Rupees Twelve Lakh Fifty Thousand only per MW) of the Project Capacity, towards meeting the working capital requirement of the Project quoted under this RfS. However, it is clarified that such ‘Line of Credit’ can also be obtained by the Affiliate(s) of the Bidder.

For Foreign Companies:

- (i) An Foreign Company shall have minimum investible funds of at least INR 500,00,00,000 (Indian Rupees Five Hundred Crores only). Provided however that, the eligibility criterion shall be further subject to the limits of investment in a single investee entity (in the relevant jurisdiction for the Foreign Company), as applicable; availability of such amount shall be considered as per the certificate issued by statutory auditor (or such other certificate as filed with the regulator in the relevant jurisdiction) certifying the amounts as on March 31, 2023 and for the 2 (two) financial years preceding FY 2022-23(financial year shall be considered as per the applicable law of the country of incorporation of the Bidder).
- (c) 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 this Clause. 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 and Performance Bank Guarantee in case the Bidder fails to do so in accordance with the RfS, and in any event along with submission of the Bid. In case of non-availability of the board resolution as required above, a letter from the CEO/Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted to MSEDCL prior to signing of PPA.
- (d) For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least 26% (twenty six percent) equity in each Company whose accounts are merged in the audited consolidated account.
- (e) A Company/Consortium would be required to submit annual audited accounts for the last financial year, i.e. FY 2022-23 or as on the day at least 7 (seven) Days prior to the bid submission deadline, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered

Accountant/Statutory Auditor to demonstrate fulfilment of the criteria. In case of Foreign Companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/are located.

- (f) In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.
- (g) For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.
- (h) In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause (g) above.

3.11.2 Incorporation of Project SPV

- (a) A Bidder which is a Company within the meaning of Companies Act, 2013 and which has been selected as a Successful Bidder based on this RfS can either (i) operate the Project by itself (as the Project SPV) or (ii) execute the Project through a special purpose vehicle i.e. a Project SPV, which would be a Company (incorporated under the laws of India) as a fully-owned subsidiary (100% (one hundred percent) subsidiary of the Successful Bidder for setting up of the Project, before signing of PPA.
- (b) 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 may participate on a standalone basis or as a Member of a Consortium. If a Foreign Company participates on a standalone basis and gets selected as the Successful Bidder, it shall be required to form a Company registered under the Companies Act, 2013 as its fully owned subsidiary (i.e., a 100% (one hundred percent) subsidiary) before signing of the PPA. In case a Foreign Company participates as a Member of a Consortium, and the Consortium is a Successful Bidder, the Foreign Company shall form a Company registered under the Companies Act, 2013 as its fully owned subsidiary Company (i.e., a 100% (one hundred

percent) subsidiary which shall then replace the Foreign Company as the Member of the Consortium.

- (c) It is also clarified that any Project SPV specifically formed for executing the Project shall be used only for the Project under this RfS and shall not engage in any other activities which are not directly related to the Project.
- (d) In case of a Bidding Consortium which has been selected as successful Bidder based on this RfS, the Members of the Consortium will execute the Project through a special purpose vehicle i.e., a Project SPV, which would be a company (incorporated under the laws of India) with the Lead Member holding at least 51% (fifty one percent) of the equity shares of the Project SPV, before signing of the PPA.
- (e) In any other case, the Bidder which has been selected as the Successful Bidder based on this RfS, will be required to form a Company registered under the Companies Act, 2013 as its fully owned subsidiary (i.e., a 100% (one hundred percent) subsidiary) before signing of the PPA.
- (f) In case a Successful Bidder incorporates a 'Company' i.e., Project SPV, the references to the term 'Successful Bidder' shall be construed to mean 'Project SPV'. However, in case such Project SPV is not incorporated, as permitted in terms of this RfS, references to the term 'Project SPV' shall be construed to mean the 'Successful Bidder'.

3.12 Connectivity with the Grid:

- 3.12.1 The Project should be designed by the Bidder for delivery of energy at the Delivery Point.
- 3.12.2 The responsibility of getting the grid connectivity with MSEDCL shall entirely be of the Project SPV. The Project SPV shall submit documentary evidence for securing connectivity with grid in its name/ or its developer from DISCOM within 12 (twelve) months from the date of execution of the PPA. Provided that if Project SPV with whom PPA has been executed has the grid connectivity in name of its developer, the Project SPV shall submit a 'Memorandum of Understanding' between Project SPV and its developer for utilization of grid connectivity of its developer by the Project SPV under this RfS. However, the Project SPV shall fulfil all its obligations and responsibilities under PPA.
- 3.12.3 The transmission of power up to interconnection point and energy accounting infrastructure shall be the responsibility of the Project SPV at his own cost. The maintenance of transmission system up to the interconnection point shall also be the responsibility of the Project SPV.
- 3.12.4 The arrangement of connectivity may be made by the Project SPV through a dedicated line. The dedicated line may be constructed by the Project SPV or through any other agency. The entire cost of transmission including cost of construction of line, maintenance, losses etc. from the Project up to the Delivery Point shall be borne by the Project SPV.

- 3.12.5 All expenses including wheeling charges and losses between the Project and the Delivery Point shall be borne by the Project SPV.
- 3.12.6 The Project SPV shall not be entitled for deemed generation in case of any delay in grant of connectivity.
- 3.12.7 The Project SPV shall comply MERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity.

3.13 Clearances required from the State Government and other local bodies:

The Bidders are required to obtain necessary clearances and permits as required for setting up the Solar Power Projects and delivery of the power from the solar project at the delivery point.

3.14 Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG):

The Bidder shall provide the following bank guarantees in a phased manner as follows:

3.14.1 Earnest Money Deposit (EMD)

- (a) A Bidder shall submit an earnest money deposit of INR 2,00,000 (Indian Rupees Two Lakh only) per MW (based on the total Project Capacity being bid for by the Bidder) in the form of (a) bank guarantee according to Format-6.3 A; or (b) online payment, with a copy of such payment/transaction receipt being submitted. The EMD shall be valid for 6 (six) months from the Bid Due Date and shall be submitted by the Bidder along with their Bid, failing which the Bid shall be summarily rejected. The bank guarantees towards EMD have to be in the name of the bidding Company/ Lead Member of Bidding Consortium.
- (b) The Bidder shall furnish the bank guarantees towards EMD from any of the schedule commercial banks as specified in Annexure D in favour of MSEDCL.
- (c) In case of bank guarantee issued by foreign branch of bank from bank list (as given in Annexure C) in the RfS, such bank guarantee shall be endorsed by the Indian branch of the same bank or State Bank of India.

3.14.2 Performance Bank Guarantee (PBG)

- (a) The Successful Bidder shall submit the Performance Bank Guarantee of INR 20,00,000 (Indian Rupees Twenty Lakhs only) per MW (based on the total Project Capacity) within 15 (fifteen) Days from the date of issue of LOA and before signing of PPA, according to the Format-6.3 B. The PBG shall be issued in favour of MSEDCL with a validity period of 20 (Twenty) months from the date of issuance of LOA (“**Initial PBG**”). Within 2 (two) months from the date of issue of LOA, in case a Project SPV has been incorporated as per the terms of this RfS, the Initial PBG shall be replaced by way of submission of a Performance Bank Guarantee of INR 20,00,000 (Indian

Rupees Twenty Lakhs only) per MW (based on the total Project Capacity) by the Project SPV (“**Project SPV PBG**”). The Initial PBG shall be released by MSEDCL within 15 (fifteen) Days from the receipt of the Project SPV PBG. For avoidance of doubt it is hereby clarified that, in case the Successful Bidder does not incorporate a Project SPV, then such Successful Bidder shall not be required to furnish a Project SPV PBG.

- (b) The Bidder shall furnish the Performance Bank Guarantees (PBGs) from any of the scheduled commercial banks as specified in Format 6.3 B to MSEDCL. Performance Bank Guarantees from any other banks other than as specified in Format 6.3 B shall not be accepted by MSEDCL.
- 3.14.3 The format of the bank guarantees prescribed in the Format-6.3 A (EMD) and Format-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.
- 3.14.4 The EMD and PBG have to be executed on non-judicial stamp paper of appropriate value. All expenditure towards execution of EMD and/or PBG such as stamp duty etc. shall be borne by the Bidder.
- 3.14.5 The Successful Bidder shall ensure that the Project SPV signs the PPA with MSEDCL within 15 (fifteen) Days from the date of issue of Letter of Award. Subsequent extension in this timeline may be permitted by MSEDCL at its sole discretion. In case, MSEDCL offers to execute the PPA with the Project SPV and if the Project SPV does not submit the requisite documents as per Clause 3.16 or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the bank guarantee submitted towards EMD shall be forfeited by MSEDCL and the selected Project(s) shall stand cancelled.
- 3.14.6 If the Project SPV fails to achieve Financial Closure as prescribed in Clause 3.17, an extension for the attainment of the Financial Closure may however be considered by MSEDCL, on the request of the Project SPV and at the sole option of MSEDCL, on payment of penalty of INR 10,000/- per day per MW (excluding 18% GST, if applicable). This extension shall however not extend the SCSD. Any amount of penalty so paid by the Project SPV, may be returned to the Solar Power Generator without any interest within a period of 30 (thirty) Days of achievement of successful commissioning provided such Commissioning is within the SCSD.
- 3.14.7 In order to facilitate the submission of the bank guarantee by the Bidders as per the prescribed format and in line with the requirements, checklist at Annexure B has been attached. Bidders are advised to take note of the checklist as provided in Annexure B hereto while submitting the bank guarantees.
- 3.14.8 After the bidding process is completed, MSEDCL shall release the bank guarantees towards EMD submitted by the unsuccessful Bidders within 15 (fifteen) Days of the date of issuance of the LOA to the Successful Bidder/ e-Reverse Auction (as applicable).

3.14.9 On receipt, and after successful verification of the total Performance Bank Guarantee in the acceptable form and signing of PPA, the bank guarantee submitted by the Successful Bidder towards EMD shall be returned by MSEDCL to the Successful Bidder.

3.14.10 The PBG submitted by the Successful Bidder/ Project SPV (as the case may be) shall be returned shall be returned within 30 (thirty) Days of successful Commissioning of the Project as per the terms of PPA, after taking into account any liquidated damages due to delays in Commissioning, as per relevant provisions of the PPA/ RfS.

3.15 Forfeiture of EMD:

The bank guarantee towards EMD shall be forfeited by MSEDCL, as damages and the award of the Bid shall stand cancelled, in following cases:

3.15.1 If the Bidder withdraws or varies the Bid after submission of the Bid.

3.15.2 If after date of issue of LOA, it is found that the documents furnished by the Bidder pursuant to the RfS are misleading or misrepresented in any way and that relevant facts have been suppressed.

3.15.3 If the Successful Bidder does not submit the requisite documents as per relevant provisions of this RfS and/or the LOA, within the time period specified by MSEDCL for the purpose of signing of the PPA.

3.15.4 If the Bidder has not signed the PPA within the timelines prescribed in the RfS and/or the LOA.

3.15.5 If the Project SPV fails to furnish required Performance Bank Guarantee in accordance with the RfS.

3.16 Power Purchase Agreement

3.16.1 Draft Power Purchase Agreement

(a) A draft copy of the PPA to be executed between MSEDCL and the Project SPV has been provided in Annexure F of this RfS. The PPA shall be signed within 1 (one) month from the date of issue of LOA . PPA shall be executed between MSEDCL and the Project SPV. A single PPA shall be executed between MSEDCL and the Project SPV for the awarded capacity. The PPA shall be valid for a period of 25 (twenty five) years from the SCSD of the Project based on the terms, conditions and provisions of the RfS and the PPA, irrespective of dates of early part commissioning or early full commissioning.

(b) Except as provided in terms of the PPA, the Project SPV shall not sell its solar power to any other buyer except MSEDCL in terms of the PPA. Any default shall result in penal action against the Project SPV, which could include refund of proportionate SFA granted to the Project SPV by the GoM on violation of this condition.

- (c) Before signing of PPA between MSEDCL and the Project SPV, MSEDCL shall have the right to verify the documents furnished by the Successful Bidders at the time of submission of response to RfS including the shareholding of the Project SPV along with a copy of complete documentary evidence supported with the original documents. Bidders will also be required to furnish the documentary evidence for meeting the RfS qualification requirements.
- (d) The Project SPV shall be permitted to operate the Project for 25 (twenty five) years from the SCSD of the Project. The Project SPV shall be free to operate their Projects after expiry of the Term. However, any extension of the PPA period beyond the Term in case of proposed/new solar power projects shall be through mutual agreements between the Successful Bidder and MSEDCL.

3.16.2 Criteria for Generation

- (a) The Project SPV shall declare the annual CUF of their Project at the time of signing of the PPA and will be allowed to revise the same once within first year after SCSD of the full Project capacity. The declared annual CUF shall in no case be less than 24% (twenty four percent) (i.e. 2135 MUs) over a Contract Year. The CUF so revised, shall be applicable, after intimation by Project SPV to MSEDCL, which shall be within first year of SCSD and applicable till remaining period of PPA. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year. Energy supplied between SCSD and commencement of first financial year after SCSD will not be taken into consideration for the purpose of calculation of CUF. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March of next year.
- (b) The Project SPV shall maintain generation so as to achieve annual CUF in the range of $\pm 10\%$ (ten percent) of the Declared CUF value (i.e., Maximum CUF), during the PPA duration of 25 (twenty five) years. The lower limit will, however, may be relaxed by MSEDCL to the extent of grid non -availability for evacuation which is beyond the control of the Project SPV.
- (c) For the first year of operation of the Project, the annual CUF shall be calculated for the complete year after commencement of power supply from the Project. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year. Similarly, for the last year of operation of the Project, the annual CUF shall be calculated for the complete year before the expiry of the PPA.

3.16.3 Shortfall in minimum generation:

- (a) During the term of PPA, if for any Contract Year, it is found that the Project SPV 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 Power Producer, on account of reasons solely attributable to the Power Producer, such shortfall in energy shall make the Power Producer liable to pay the penalty equal to INR 4.65 (Indian Rupees Four point Six Five only) per Unit to MSEDCL. This may, however, be relaxed by MSEDCL to the extent

of grid non- availability for evacuation (beyond the Delivery Point) which is beyond the control of the Project SPV. This penalty shall be applied to the amount of shortfall in supply of energy during the Contract Year.

- (b) However, this penalty shall not be applicable in events of force majeure identified under the PPA with MSEDCL, affecting supply of solar power by the Power Producer.
- (c) This compensation for energy supplied in initial Contract Year will be calculated by taking into consideration the CUF calculated for the period commencing from the COD of a Unit and ending at 12.00 midnight of 31st March of that fiscal year. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March of the following year and for the final Contract Year will end on the date of expiry of the Term or on termination of the PPA, whichever is earlier.

3.16.4 Excess Generation

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

3.16.5 Repowering

The Project SPV shall be allowed for repowering four times during the entire term of the PPA. Further, repowering shall be allowed for a maximum cumulative period of 6 (six) months during the entire term of the PPA. The Project SPV shall not be in default for non-supply of power during such period of repowering. However, MSEDCL shall be obliged to buy power only within the range of CUF, specified in the PPA. Any excess generation shall be dealt as specified in Clause 3.16.4 of the RfS.

3.17 Financial Closure:

- (a) The Project SPV shall make the arrangement of necessary funds by required by the Project SPV for implementing the Project. Such arrangement shall be either by way of commitment of funds by the Project SPV 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 within 9

(nine) months from the date of signing of the PPA (“**Financial Closure**”). In this regard, the Project SPV shall also submit the copies of the Financing Documents regarding the tie-up of 100% (one hundred percent) of the funds indicated for the Project, including any funds arranged in the form of equity. In the event, the Project SPV fails to achieve Financial Closure as required herein, MSEDCL shall have the right to encash the PBG, unless the delay is on account of factors not owing to the action or inaction on the part of the Project SPV, or is caused due to a force majeure in terms of the PPA.

- (b) The Project SPV shall furnish the following documents at the time of reporting Financial Closure i.e.:
- (i) Tie-up of Financing Arrangements: internal resources and/or 100% tie up of funds through a bank / financial institution by way of a legally binding agreement. In case of legally binding agreement is not available at that time, sanction letter for commitment of such finances shall also be considered. The Project SPV shall submit the undertaking that legally binding agreement shall be submitted within two months from the date of the Financial Closure.
 - (ii) For internal resources, copy of board resolution, audited/certified balance sheet, profit and loss account statement, bank statement and cash flow statement in support of availability of internal resources of the Project SPV and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company).
 - (iii) Submit power evacuation/ connectivity agreement of Project SPV with CTU/STU/DISCOM;
 - (iv) Copy of Final Detailed Project Report (DPR);
 - (v) copy of agreement/ MOU entered into / purchase order with acceptance, for the supply of plants and equipment;
 - (vi) Certificate from Project SPV confirming that technical specifications and directives given in Annexure-A of the RfS have been complied.
 - (vii) Ownership of the Solar Project Developer: Latest shareholding pattern of the Project SPV certified by Chartered Accountant.
 - (viii) Activity wise final schedule for meeting timelines/milestones as indicated in Format 6.8, material procurement, final date/month of delivery of solar modules/panels at site, details of taxes & duties considered for solar project, start and completion of construction activities etc.

3.18 Commercial Operation Date for the Project

3.18.1 The Projects shall be Commissioned within a period of 18 (eighteen) months from the date of execution of the PPA. Commercial Operation date with respect to the Project

shall mean the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project or the last part capacity of the Project (certified by SLDC/RLDC/MSEDCL, as the case may be) and available for commercial operation. The Project SPV shall have to provide a written notice to MSEDCL at least 30 (thirty) Days in advance intimating MSEDCL of the proposed date on which the Commercial Operation Date of a Unit or the Project is proposed to be achieved. The Project SPV is not permitted to add any DC capacity in any Unit after the COD for such Unit has been achieved. Any addition of such DC capacity shall be at sole risk and cost of the Project SPV without any recourse to MSEDCL. For the purpose of compensation towards change in law, if any, the DC installed capacity shall be considered as the lower of the actual installed DC capacity or the following formula:

DC Capacity for Change in Law = AC Contracted Capacity x (Declared CUF / minimum CUF stipulated in RfS).

- 3.18.2 The Project SPV shall be required to obtain copy of key plan drawing showing survey number, plot number, point of installation of solar project with capacity.
- 3.18.3 Synchronization permission shall be issued by MSLDC/RLDC and after successful commissioning of Project, commissioning certificate shall be issued by MSEDCL.

3.19 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 25% (twenty five percent) of the Contracted Capacity without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, the SCSD shall not be altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25(twenty-Five) years from the SCSD. In case of commissioning of Project delayed beyond SCSD, MSEDCL shall purchase the generation for the period from part commissioning to SCSD at PPA tariff.

3.20 Early Commissioning

The commencement of supply of power corresponding to full as well as part Contracted Capacity prior to SCSD is permitted. The Project SPV shall give 15 (fifteen) Days advance notice to MSEDCL in this regard. The Project SPV shall give acceptance for availing such power within 15 (fifteen) Days from the date of receipt of notice. In case Project SPV does not give acceptance to purchase of power within stipulated period, the Project SPV may sell the power to the extent not accepted by MSEDCL in the power exchanges or through bilateral arrangements by intimation to MSEDCL. If the Project SPV gives acceptance to purchase of such power, the power shall be procured at PPA tariff. If the Project is not fully commissioned within the maximum time period allowed for commissioning of the full Project Capacity i.e., 20 (twenty) months (including extended period of 2 months with payment of liquidated damages) from the date of execution of the PPA, then the last date of such maximum time period shall be considered as COD for the capacity commissioned.

3.21 Delay in Commissioning

The Project shall be commissioned by the SCSD, which will be the date as on 18 (eighteen) months from the date of execution of the Letter of Award or a date as extended in accordance with the provisions of the PPA. In case of failure to achieve this milestone, MSEDCL shall forfeit the Performance Bank Guarantee in the following manner:

- (a) For Delay in Commencement of Supply of Power up to two (2) months from SCSD: MSEDCL will forfeit total Performance Bank Guarantee on per day basis and proportionate to the Capacity that has not commenced supply of power.

For example, in case of a Project of 240 MW capacity, if commencement of power supply from 100 MW capacity is delayed by 18 (eighteen) Days beyond the SCSD, then the penalty shall be calculated as: PBG amount X (100/240) X (18/180). For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 (thirty) Days.

- (b) In case the Commencement of Supply of Power delayed beyond two (2) months from the SCSD: The Project SPV's event of default as per the PPA shall be considered to have occurred and the Contracted Capacity shall stand reduced to the project capacity commissioned up to SCSD plus 2 (two) months. The PPA capacity shall stand reduced/ amended to the Contracted Capacity that has been Commissioned as on the date in Clause 3.20 above and the PPA for the balance capacity will stand terminated and shall be reduced from the Contracted Capacity.

3.22 Minimum Paid up Share Capital to be held by Project Promoter:

- 3.22.1 The Bidder developing the Project shall provide complete information in their Bid in reference to RfS about the 'promoters' and their shareholding in the Bidder indicating the Controlling Shareholding before signing of PPA with MSEDCL.
- 3.22.2 If the Successful Bidder, being a single Company, is forming a Project SPV for the purposes of the Project, it shall ensure that its shareholding in the Project SPV 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 shall not be applicable.
- 3.22.3 In the event the Successful Bidder is a Consortium, then the combined shareholding of the Members in the Project SPV executing the PPA, shall not fall below 51% (fifty one percent) at any time prior to expiry of 1 (one) year from the COD, except with the prior approval of the MSEDCL.
- 3.22.4 However, in case the Successful Bidder shall be itself executing the PPA, then it shall ensure that its promoters shall not cede Control till expiry of 1 (one) year from the COD, except with the prior approval of MSEDCL. In this case it shall also be essential that the Successful Bidder shall provide the information about its promoters and their shareholding to MSEDCL before signing of the PPA with MSEDCL.

- 3.22.5 Any change in the shareholding after the expiry of 1 (one) year from the COD can be undertaken after a prior intimation to MSEDCL.
- 3.22.6 In case, the financial eligibility and qualification is attained through financials of the Parent of a Company, then the shareholding pattern of the Parent shall not change till the achievement of Financial Closure in terms of this RfS and the shareholding pattern of the Successful Bidder shall not change till 1 (one) year from the date of COD. However, in case Parent is a listed company, then this restriction shall be applicable on the ‘promoters’ of the Parent.
- 3.22.7 In the event the Project SPV is in default to the lender(s), lenders shall be entitled to undertake “Substitution of Promoter” in concurrence with MSEDCL.
- 3.22.8 In the event of change in shareholding/substitution of promoters triggered by the default of the Successful Bidder, which leads to signing of a fresh PPA, an amount of INR 10,00,000 (Indian Rupees Ten Lakh only) per Project as non-refundable ‘Facilitation Fee’ shall be deposited by the Successful Bidder to MSEDCL. However, the new entity should be of the same financial strength as the Successful Bidder.

3.23 Structuring of the Bid selection process:

- 3.23.1 This RfS envisages a single stage, double envelope bidding process followed by an e-Reverse Auction, if applicable. The Bidders will have to submit both Technical Bid and Financial Bid (fixed tariff) together in response to the RfS online. The preparation of Bid has to be in the manner described in this Section 3.

3.24 Instructions to Bidders for structuring of bid proposals in response to RfS

- 3.24.1 A Bidder may submit a response to the RfS by itself or by including the credentials of its Parent, Ultimate Parent, Affiliate, Group Company(ies) or any other Group Company(ies). In case of a Bidding Consortium, the Lead Member shall submit the Bid. However, a Bidder may only submit 1 (one) response to the RfS and any Bidder submitting more than 1 (one) response (whether singly or as a Member of a Consortium or by its Parent, Ultimate Parent, Affiliate, Group Company(ies) or any other Group Company(ies)) shall be automatically disqualified.
- 3.24.2 Detailed instructions to be followed by the Bidders for online submission of response to RfS has been provided in Annexure D.
- 3.24.3 Submission of Bids by Bidders in response to this RfS shall be in the manner described below:
- (a) Covering Letter as per Format-6.1.
 - (b) In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as Format-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 authorisations granted therein are true and valid.

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

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

- (c) Earnest Money Deposit (EMD) in the form as per Format-6.3 A.
- (d) Performance Bank Guarantee (to be submitted before signing of PPA as specified in Clause 3.14.2) in the form as per Format-6.3 B.
- (e) Board resolutions, as per prescribed formats enclosed as Format-6.4 duly certified by the Company Secretary or the director of the relevant Bidder or such other relevant authorisations, as applicable to the Bidder and mentioned hereunder:
 - (i) Board resolution/appropriate authorisations from the Bidder 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 the Bidder being successful, to sign the PPA with MSEDCL.
 - (ii) Board resolution/ appropriate authorisations from each of the Members in favour of the person signing the response to the RfS.
 - (iii) Board resolution/appropriate authorisations from the Bidder committing 100% (one hundred percent) of the equity requirement for the Project / Board resolutions / from each of the Members together in aggregate committing to 100% (one hundred percent) of equity requirement for the Project (in case of Bidding Consortium); and
 - (iv) Board resolution / appropriate authorisations from each of the Members and Lead Member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other Members in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.

- (f) In case of a Member, the Consortium Agreement between the Members as per Format-6.5 along with Board resolution / appropriate authorisations from each Member of the Consortium for participating in Consortium.
- (g) Format-6.6: Format for Disclosure.
- (h) 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 office memorandum dated March 10, 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 up to the date of commissioning of the Project. However, Bidder shall submit the details of modules, at least 30 (thirty) Days before SCSD. Further, the Bidder shall submit Declaration Format associated with Implementation of ALMM Order as per the Annexure-E attached to this RfS
- (i) Attachments:
 - (a) In case Bidder is a Company, the Bidder shall submit the Memorandum of Association along with the Articles of Association along with the Bid.
 - (b) The Bidder should also highlight the relevant provision which highlights the objects relating to generation and sale of power/ energy/ renewable energy/ solar power plant development. In case, there is no mention of the above provisions in the memorandum of association or the articles of association of the Bidder, the same has to be amended and submitted prior to signing of PPA, if the Bidder is selected as the Successful Bidder.
 - (c) In case the Bidder is a Company or a Bidding Consortium comprises of Companies, the Bidder or all Members of Bidding Consortium which are Companies shall submit Certificate(s) of Incorporation.
 - (d) A certificate of shareholding (for companies) or partnership interest of the Bidder, its Affiliate, Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant / Company Secretary / or any other appropriate authority as per Indian laws as on a date within 1 (one) Week prior to the Bid Due Date.
 - (e) Documents containing information about the promoters and their shareholding or percentage of sharing in the Bidder (as on a date within 1 (one) Week prior to the Bid Due Date) to MSEDCL indicating the Controlling Shareholding at the stage of submission of response to RfS to MSEDCL as per Clause 3.22. MSEDCL reserves the right to seek additional information relating to shareholding in Bidder, their Parents/ Ultimate Parents and other group entities to satisfy themselves

that RfS conditions have been complied with and the Bidder shall ensure submission of the same within the required timelines.

- (f) For Companies, certified copies of annual audited accounts for the last financial year, i.e., FY 2022-23 as applicable shall be required to be submitted along with a certificate from Chartered Accountants, certifying the Net-Worth of the Bidder per MW of Project Capacity (taken on a combined basis in case of a Consortium), as on March 31, 2023 for the last 3 (three) financial years. However, in case the Bidder is a newly formed company, it shall, along with its Bid, submit documentary evidence of its recent formation at registrar of companies/ any other equivalent as may be relevant for a Foreign Company or in case the net-worth of the Bidder is not meeting the criteria as mentioned in above para (a), for reasons solely attributable to its recent formation, then such Bidder shall, along with its Bid, submit a certificate issued by a Chartered Accountant computing net worth based on certified copy of balance sheet, profit & loss account, schedules and cash flow statement as on latest available date supported with bank statement.
- (g) In case Bidder is a Foreign Company, shall be considered as per the certificate issued by statutory auditor (or such other certificate as filed with the regulator in the relevant jurisdiction) as on March 31, 2023 and for the 2 (two) financial years preceding FY 2022-23 (financial year shall be considered as per the applicable law of the country of incorporation of the Bidder).
- (h) In case Bidder being an individual or a propriety concern or a registered partnership firm then the Bidder shall be required to submit audited annual accounts as required by Indian laws.
- (i) In case the Bidder is an Individual or Propriety Concern, the Bidder shall submit the documents such as Statutory License or Registration or GST Registration or Certificate of Registration under Shop & Establishment Act or Permanent Account Number (PAN) issued by Income Tax Department of India. In case the Individual or Propriety Concern does not have GST registration, then they shall provide the Certificate of GST registration before signing of PPA.
- (j) Activity wise Tentative schedule for meeting timelines/milestones as per RfS at the time of bid submission such as grid connectivity, material procurement, tentative date/month of procurement of solar modules/panels, details of taxes & duties considered for the solar project and evacuation line, start and completion of construction activities etc. However, if any revision in given schedule, Bidder shall submit it at the time of Financial Closure.

3.25 Important notes and instructions to Bidders

3.25.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and

referring to any other document for providing any information required in the prescribed format.

- 3.25.2 The Bidders shall be shortlisted based on the declarations made by them in the relevant provisions of RfS. The documents submitted online will be verified before signing of PPA.
- 3.25.3 If the Bidder/ Member 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 EMD shall be encashed. The Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS. If the event herein is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 3.25.4 The responses submitted by the Bidder shall become the property of 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 Clause 3.14.
- 3.25.5 All documents of the response to RfS (including RfS, PPA and all other documents uploaded on the Bharat E-Portal as part of this RfS) and submitted online must be digitally signed by the person authorized by the Board under the resolution passed by the Board as per Format-6.4.
- 3.25.6 The response to RfS shall be submitted as mentioned in Clause 3.26. No change or supplemental information to a response to RfS shall be accepted after the Bid Due Date. However, MSEDCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- 3.25.7 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.
- 3.25.8 Bidders shall mention the name of the contact person, complete address and email id of the Bidder in the covering letter.
- 3.25.9 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by MSEDCL, at its sole discretion.
- 3.25.10 Response to RfS which has not been submitted in the specified formats shall be liable for rejection by MSEDCL at its sole discretion.
- 3.25.11 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection by MSEDCL at its sole discretion.
- 3.25.12 Non submission of data/ information, and/or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of MSEDCL of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.

3.25.13 Only MERC and/or Bombay High Court shall have exclusive jurisdiction in all matters pertaining to this RfS.

3.25.14 If any Units pertaining to substations set out in this RfS do not receive any responsive bid as on the Bid Due Date, then with respect to such Unit(s) the Bid Due Date shall be deemed to be automatically extended for a period of 7 (seven) Days. Such extensions shall continue until responsive bids are received for all Units or until advised otherwise by MSEDCL.

3.26 Non-responsive Bid:

3.26.1 The electronic response to RfS submitted by the Bidder along with the documents submitted offline to MSEDCL shall be scrutinized to establish 'Responsiveness of the Bid'. Each Bidder's response to RfS shall be checked for compliance with the submission requirements set forth in this RfS. 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 Clause 3.26.1 by due date and time of bid submission;
- (e) Any indication of tariff in any part of response to the RfS, other than in the financial bid.
- (f) Data filled in the Electronic form of financial bid (Second envelope), not in line with the instructions mentioned in the same electronic form;
- (g) Bidder or any of its Affiliates is a wilful defaulter to any lender;
- (h) 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;
- (i) In case it is found that the Bidder 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.
- (j) Conditional bids shall be summarily rejected.
- (k) Bids quoting tariff higher than INR 0.65 (Indian Rupees Zero point Sixty Five only) per kWh as the tariff in respect any Unit.

3.26.2 A Bidder shall not submit more than 1 (one) Bid for the Project. Submission of multiple Bids for the Project by the same Bidder shall make all the Bids submitted by

the Bidder, and in case of a Consortium, by each of the Members of the Consortium, invalid. For the purposes of this Clause, the Bidder shall be deemed to include its Affiliates, Parent, Ultimate Parent and/or Group Companies. Bidders in Conflict of Interest (as defined in this RfS) with one another shall be liable for disqualification/rejection at the sole discretion of MSEDCL. Further, the Bidders shall provide relevant disclosure as specified in Format-6.6 of the RfS.

3.27 Method of Submission of Response to RfS by the Bidder

3.27.1 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.

- (a) Covering envelope, superscribed as “Bidding Envelope containing Covering Envelope” at the top of the envelope and containing the name and address of the Bidder on the left hand side bottom as well as the covering envelope, superscribed as “Covering Envelope Containing Cost of RfS, Processing Fee, bank guarantee towards EMD, and Covering Letter, Power of Attorney (if applicable), Consortium Agreement (if applicable), board resolution” shall contain the following:
 - (i) Payment details towards processing fee as mentioned in the Bid Information Sheet,
 - (ii) Original bank guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format-6.3A).
 - (iii) Covering Letter as per Format-6.1,
 - (iv) Power of Attorney as per Format-6.2 (if applicable),
 - (v) board resolution as per Format-6.4 (if applicable),
 - (vi) Consortium Agreement as per Format-6.5 (if applicable),
 - (vii) Letter for Disclosure, as per Format-6.6,
 - (viii) Timelines of the Milestones (Formats 6.8)
 - (ix) Bidders’ Declaration Format associated with Implementation of ALMM Order (Annexure-E)
 - (x) Other documents mentioned in attachment clause
- (b) Pass-Phrase Envelope-1: Containing pass phrase for Technical Bid duly stamped and signed by the authorized signatory in sealed envelope.
- (c) Pass-Phrase Envelope-2: Containing pass phrase for Financial Bid duly stamped and signed by the authorized.

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

Response to RfS for procurement of 800 MW grid connected solar photovoltaic power projects to be set up on lands of water resource department of Maharashtra for Lift Irrigation Schemes	
Cumulative Capacity of the project applied for	_____ MW
No. of Locations Bid for	
RfS Reference No.	
Submitted by	(Enter Full name and address of the Bidder)
Authorised Signatory	(Signature of the Authorised Signatory) (Name of the Authorised Signatory) (Stamp of the Bidder)
Bid Submitted to	Chief Engineer (Renewable Energy), Maharashtra State Electricity Distribution Co. Ltd., Office of the Chief Engineer (Renewable Energy) 'Prakashgad', 5 th Floor, Station Road, Bandra (E), Mumbai -400 051. Tel.: 26474211

3.27.2 Documents to be submitted Online

Detailed instructions to be followed by the Bidders for online submission of response to RfS are stated in Annexure D. The Bidders shall strictly follow the instructions in respective Technical Bid and Financial Bid while filling the form(s).

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 and 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 the Bharat E-Portal, which should contain the following:

- (a) *“Technical Bid (First Envelope)”*
- (i) The Bidder shall upload single Technical Bid containing the scanned copy of following documents duly signed and stamped on each page by the authorised person as mentioned below.
 - (ii) Formats - 6.1, 6.2 (if applicable), 6.3 A, 6.4, 6.5 (if applicable), 6.6.
 - (iii) Document containing details of the Units bid by the Bidder as per the format provided in the Data Room.

- (iv) All supporting documents regarding meeting the eligibility criteria.
- (b) *“Financial Bid (Second Envelope)”*

Bidders shall submit the Financial Bid in electronic mode only. The Bidder shall submit a single Financial Bid containing the scanned copy of following document(s):

- (i) Covering letter as per Format-6.7 of this RfS.
- (ii) The Bidder shall, as part of its Financial Bid, submit the tariff in respect of each Unit that comprises the Project for which such Bidder is bidding. The Financial Bid must clearly indicate the bid amount in Indian Rupees (INR) only up to 2 (two) decimal points.
- (iii) Document containing details of the Units bid for by the Bidder along with the tariff quoted for each Unit as per the format set out in Data Room.
- (iv) Tariff for each Unit comprising the Project has to be filled online at the Bharat E-Portal. The instructions mentioned in the Financial Bid have to be strictly followed without any deviation; else the Bid shall be considered as non-responsive.
- (v) The Bidders shall submit the tariff up to 2 (two) places of decimal only. In case tariff is quoted with more than 2 (two) digits after decimal, it shall be ignored after first 2 (two) decimal places.

Important Note:

- (a) Any ‘Financial Bid’ received in the physical form shall be considered as a non-responsive Bid and would be rejected.
- (b) The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
- (c) 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.
- (d) All the envelopes shall be properly sealed with the signature of the authorised signatory running across the sealing of the envelopes.

3.28 Validity of the Response to RfS:

The Bidder shall submit the response to RfS which shall remain valid for a period of 180 (one hundred eighty) Days from the last date of submission of response to RfS. MSEDCL reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

3.29 Bid Preparation Cost:

- 3.29.1 The Bidder shall be responsible for all the costs associated, or relating to, the preparation and submission of the response to RfS, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any Project Site visits, participation in discussions, presentations and attending pre-bid meeting(s) etc.
- 3.29.2 All such costs and expenses will be borne by and will remain with the Bidder and MSEDCL shall not be responsible or liable in any manner whatsoever for such costs and expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bid process.

3.30 Clarifications/Pre Bid meeting/ Enquires/ Amendments:

- 3.30.1 Clarifications/doubts, if any, on the RfS may be emailed to ncetendermsedcl@gmail.com.
- 3.30.2 MSEDCL will make effort to respond to the same in the pre bid meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and MSEDCL's response will be uploaded on the Bharat E-Portal. If necessary, amendments, clarifications, elaborations shall be issued by MSEDCL which shall also be notified on the Bharat E-Portal. No separate reply/ intimation will be given for the above, elsewhere.
- 3.30.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information sheet.

3.31 Payment security mechanism:

Letter of credit (amount equivalent to 1 (one) month of estimated billing for the Project) shall be opened by MSEDCL in favour of the Project SPV in accordance with the terms of the PPA.

3.32 Applicability on Unit level:

The Bidders are made aware that applicability of the provisions relating to matters such as change in law, force majeure, deemed generation, and other such provisions (as may be detailed further in the PPA) will all be applicable on a Unit basis and not for the entire Project generally, unless every Unit in the Project is affected.

3.33 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.

3.34 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 Project SPVs 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 Project SPV 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 Project SPV.

3.35 MERC Approval

- 3.35.1 The Bidders should note that after discovery of L1 price, issue of Letter of Award and execution of the PPA shall be made with the Project SPV, only after adoption of discovered L1 tariff by MERC.
- 3.35.2 MSEDCL will file petition for the adoption of the discovered tariff with MSEDCL and the Project SPV as respondents.

3.36 Reactive Power

- 3.36.1 In order to maintain grid stability and prevent any excess drawal of reactive power, the Project SPV shall install capacitor banks or such other means capable of generating reactive power. The reactive power charges (including any damages payable to any governmental authority for excess reactive power drawn) and charges against power drawn from grid as per CERC / MERC regulations, shall be payable by the Project SPV as per provisions of the PPA.
- 3.36.2 The Project SPV shall be capable of supplying dynamically varying reactive power to maintain the power factor within the limits of 0.95 (zero point nine five) lagging to 0.95 (zero point nine five) leading at Delivery Point and shall inject reactive power equal to 30% (thirty percent) of the active power generated (without netting off) in a month. In case reactive power generated is less than 27 % (twenty seven percent) (i.e. 10 % (ten percent) of 30 % (thirty percent) of the active power generated) in a month, then the Project SPV shall be liable to pay damages at the rate of 25% (twenty five percent) of the Tariff, which shall be deducted from the monthly generation invoice.

3.37 Harmonics

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

SECTION 4: BID EVALUATION AND SELECTION OF PROJECTS

Section 4 : Bid evaluation and selection of Projects

4.1 Bid Evaluation

- 4.1.1 Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section 3 of this RfS.
- 4.1.2 Bidders shall submit Bids for a Project with minimum size of 10 (ten) MW (“**Minimum Bidding Capacity**”) along with details of the Units bid as per the format provided in the Data Room.
- 4.1.3 In case there are more than 1 (one) Bidders for any Unit, the Bidder with lowest tariff for such Unit will be awarded the bid for that Unit. However, in case the tariffs quoted by such Bidders are also the same, then the process of e-Reverse Auction will be followed as per Clause 4.4.3 to arrive at the lowest tariff for such Units for the purpose of awarding the bid for that Unit.
- 4.1.4 The detailed evaluation procedure and selection of Bidders are described in subsequent Clauses in this Section.

4.2 Right of MSEDCL to Seek Clarifications

MSEDCL reserves the right to seek clarifications on submitted Bids. Failure to provide the information and/or documents as required shall render a Bid unacceptable for further evaluation and may lead to rejection of such Bid.

4.3 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 at any stage without assigning any reasons whatsoever and without incurring any liability.

4.4 Techno-Commercial Evaluation of Bidders

4.4.1 First Envelope - Technical Bid Evaluation (Step-1)

- (a) The first envelope (Technical Bid submitted online) of only those Bidders (including its Parent, Affiliate or Ultimate Parent or any Group Company) will be opened by MSEDCL whose required documents are received by MSEDCL on or before the Bid Due Date and time of Bid submission.
- (b) The Bidders will be required to comply with the requirements of the electronic platform where the bidding process will be conducted, including the filling of any forms as may be necessary while submitting the Technical Bid.
- (c) Documents (as mentioned in the previous Clauses) received after Bid Due Date specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the Bidder.
- (d) Subject to Clause 3.26 (Non-responsive bid), MSEDCL will examine (by itself or through any of its representatives or consultants) 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 (if it deems fit) seek clarifications / additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves regarding meeting the eligibility conditions by the Bidders. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents if requested. MSEDCL shall not be responsible for rejection of any Bid at any point in time.

- (e) The response to RfS submitted by the Bidder shall be scrutinized to establish eligibility as per RfS. MSEDCL will declare the list of eligible Bidders as per the terms and conditions mentioned in this RfS.
- (f) All Bidders qualifying the technical stage shall be treated at par. The financial Bids of only those Bidders who are found to be technically qualified shall be opened.

4.4.2 Second Envelope - Financial Bid Evaluation (Step-2)

- (a) The Bidder(s) shall note that a ceiling tariff of INR 0.65 (Indian Rupees Zero point Sixty Five only) per kWh shall apply, both on the Unit level as well as the Project level.
- (b) A Bidder (including its Parent, Affiliate or Ultimate Parent or any Group Company) shall submit a single application quoting the tariff up to 2 (two) places of decimal only. If it is quoted with more than 2 (two) digits after decimal, it shall be ignored after first 2 (two) decimal places. (For e.g., if the quoted tariff is INR 0.637, then it shall be considered as INR 0.63).
- (c) The lowest tariff arrived at as per as per Clause 4.4.3 shall be considered as the revised tariff of that Unit. Such tariff shall be the tariff that will be utilised for that Unit for entering in to the PPA for the Contracted Capacity.

4.4.3 Reverse Auction (Step-3) (only in case of identical tariff for the same Units)

- (a) In case of 2 (two) or more common tariff for any Units, the e-Reverse Auction for such Units shall be conducted on the Bharat E-Portal as informed to the Bidders.
- (b) MSEDCL shall inform the schedule for the e-Reverse Auction for the applicable Units, via email, to the eligible Bidders who have submitted Bids for the same Units and whose Technical Bids have been opened and found to be qualified. e-Reverse Auction shall be carried out as specified in “Bid Information Sheet” of this RfS.
- (c) Such Bidders participating in the e-Reverse Auction will be able to login into the Bharat E-Portal, 15 (fifteen) minutes before the start time of e-Reverse Auction.
- (d) For the purpose of conducting the e-Reverse Auction process for the applicable Units, the common tariff quoted by all Bidders for such Unit shall be considered to be the base tariff. The minimum decrement value for the base

tariff shall be INR 0.01 (Indian Rupees Zero Point Zero One only) per kWh. A Bidder can mention its revised tariff which has to be at least one paisa less than the current base tariff.

- (e) Bidders can only quote any value lower than the displayed tariff. At any stage, quoting the same / higher tariff will not be permissible among the participating Bidders.
- (f) In the Bidder's bidding window, the following information can be viewed by the Bidder: its last quoted tariff and the lowest tariff prevailing at that moment of time quoted by other Bidders for the Project.
- (g) The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 8 (eight) minutes from the scheduled/extended closing time if any fresh bid is received in the last 8 (eight) minutes of the auction period or extended auction period. If no valid bid is received during the last 8 (eight) minutes of auction period or extended auction period, then the e-Reverse Auction process will get closed.

4.5 Selection of Successful Bidders in case of Units with Single Bid

In case of Unit(s) which are not common with Unit(s) bid for by any other Bidder and the tariff quoted by a Bidder for such Unit is less than/equal to the ceiling tariff provided in Clause 1.1.9 the Bidder shall be declared as the Successful Bidder for such Unit(s).

4.6 Selection of Successful Bidders in case of e-Reverse Auction

- (a) In case of multiple bids for a Unit with common quoted tariff, the Bidders quoting the same tariff for that Unit will participate in the e-Reverse Auction process as per Clause 4.4.3 for the purpose of deciding the Successful Bidder for such Unit.
- (b) The Bidder with the lowest quoted tariff for the Unit at the end of the e-Reverse Auction under Clause 4.4.3 shall be selected as the Successful Bidder for that Unit. Upon identification of the Successful Bidder, the EMD of all other Bidders (for such Unit) shall be returned in accordance with Clause 3.14 hereinabove.
- (c) The portal shall not accept a tie among 2 (two) or more Bidders (i.e., their last quoted tariff being the same). In the event that 2 (two) Bidders or more quote the same tariff at different times during the auction, the portal shall only accept the bid submitted earlier in the chronological order.
- (d) If 2 (two) or more Bidders quote the same tariff at the same time during the auction process, then the portal shall accept only 1 (one) bid at that price and reject the others based on the following methodology:
 - i. Step 1: Selection of 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.

- ii. Step 2: Selection will be done based on draw of lots.
- (e) In all cases, MSEDCL's decision regarding selection of the Bidder through e-Reverse Auction or otherwise based on tariff or annulment of tender process shall be final and binding on all participating Bidders.

4.7 Post-Auction Process

- (a) After the selection process, the Successful Bidder shall be issued a LOA confirming that the Bidder has been successful in its Bid for such quantum as may be determined in terms of Clause 4.5 and Clause 4.6 above. Subsequently, MSEDCL would proceed to file a tariff petition with the MERC requesting the MERC to adopt the tariff arrived at during the bid process.
- (b) Upon the receipt of the MERC's approval, the tariff shall be adopted and a Letter of Award shall be issued by MSEDCL in favour of the Successful Bidder. In case of a Consortium being selected as the Successful Bidder, the LOA shall be issued to the Lead Member of the Consortium.
- (c) It is clarified that for the above purpose, a Successful Bidder may form separate Project SPVs before signing of PPA, however, each such Project SPV shall house a minimum of 10 (ten) MW each.

SECTION 5: OTHER PROVISIONS

Section 5 : Other Provisions

5.1 General Design of the Project

- 5.1.1 The Bidder shall ensure to operate and maintain the Project in accordance with the relevant technical standards in terms of the Act and Rules, Regulations, Orders and Policy decisions thereunder.
- 5.1.2 The Bidder shall ensure that the Project will at all times:
- (a) establish and maintain remote monitoring/ any other continuous communication facility (for the entire term of the PPA) for transferring the data of solar energy generated from the switchyard / MSEDCL substation to the State Grid's Substation / Control room as per the specifications and data formats acceptable to MSEDCL as set out in Annexure J;
 - (b) have installed Special Energy Meter (SEM) with telecommunication facility with availability based tariff (ABT) feature as per relevant CEA specifications / regulations along with automatic meter reading arrangements.
 - (c) provide mandatorily real time visibility of electricity generation to MSLDC at Airoli, Navi Mumbai, Maharashtra or MSEDCL through RTU-DC, V-SAT or any other standard protocol decided by MSEDCL.

5.2 Remote Monitoring

- (a) The Bidders shall ensure that the data communication for all Units shall be provided to MSEDCL along with a copy to MSLDC at their respective control rooms.
- (b) Every Unit commissioned under this Project shall have a data logger with Remote Monitoring Unit (“**RMU**”) capable of sending project operation data over the communication network. MSEDCL will track the performance of projects set up under this scheme through centralized data server. MSEDCL shall have unambiguous right on the use of data so collected for its analytics, policy, and program function to promote renewable energy sector in the State of Maharashtra.
- (c) During the operational phase, the Projects will be monitored at various levels – zone, divisions and subdivisions. Data from RMU will be pulled by CMS to create asset performance database which will be integrated with the LIS portal. Periodic reporting of the performance of Units shall be made to the standing committee established / to be established under LIS. Automated reports will be generated for reporting and resolution of issues. Red flags shall be raised to the standing committee in case of performance related issues.

5.3 Fraudulent and Corrupt Practices

- (a) The Bidder and its authorized representatives and the officers, employees, agents and advisers of the Bidder shall observe the highest standard of ethics. Notwithstanding anything to the contrary, contained in this RfS, MSEDCL shall be entitled to reject a Bid, and/or revoke the status of a Successful

Bidder, as the case may be, without being liable in any manner whatsoever to the Bidder(s), if MSEDCL determines that the Bidder has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice, Restrictive Practice and/or Obstructive Practice.

- (b) In such an event, MSEDCL shall be entitled to invoke the bank guarantee, without prejudice to any other right or remedy that may be available MSEDCL under the RfS or applicable laws.
- (c) Without prejudice to the rights of MSEDCL, if a Bidder or any constituent thereof is found by MSEDCL to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice, Obstructive Practice or Restrictive Practice during the Bid or thereafter, such Bidder/Successful Bidder shall not be eligible to participate in any tender issued by MSEDCL, during a period of 2 (two) years from the date the Bidder is found by MSEDCL to have, directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice and/or Obstructive Practice, as the case may be.
- (d) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

“Coercive Practice” shall mean impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property of that person to influence any person’s participation or action in relation to a Bid.

“Corrupt Practice” shall mean the offering, giving, receiving, soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with a Bid, including any offer, gift, payment, promise to pay, interest, fee, loan or other consideration which would constitute bribery or an improper payment under or a breach of, any applicable anti-bribery laws, anti-corruption practices laws, or such other similar laws or regulations with which that person is obliged to comply.

“Fraudulent Practice” shall mean any act or omission, including a misrepresentation of facts or suppression of facts or disclosure of incomplete facts, that knowingly or recklessly misleads, or attempts to mislead, a person in order to influence the Bid.

“Obstructive Practice” shall mean deliberately destroying, falsifying, altering or concealing evidence material to an investigation, or making false statements to investigators, in order to materially impede an investigation by MSEDCL into allegations of a Coercive Practice, Corrupt Practice, Fraudulent Practice, Restrictive Practice or Undesirable Practice, and/or threatening, harassing or intimidating any person to prevent them from disclosing their knowledge of matters relevant to an investigation or from pursuing an investigation.

“**Restrictive Practice**” shall mean forming a cartel or arriving at any understanding or arrangement among the Bidders or any other person with the objective of restricting or manipulating a full and fair competition in the Bid.

“**Undesirable Practice**” shall mean (a) establishing contact with any other person, including any person connected with or employed or engaged by MSEDCL, with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid.

5.4 Confidentiality

5.4.1 The Confidential Information supplied under this RfS is not to be reproduced in any form except as required to accomplish the intent of, and in accordance with, the terms and conditions of the RfS. All Confidential Information shall be retained by the Receiving Party in a secure place with access limited to only such of the Receiving Party’s personnel, employees or agents who need to know such Confidential Information for purposes of the Bid. All Confidential Information, including all copies of such Confidential Information, unless otherwise specified in writing: (a) remains the property of the Disclosing Party; (b) shall be used by the Receiving Party only for the purpose for which it was intended; and (c) shall be returned to the Disclosing Party or destroyed after the Receiving Party’s need for it has expired or upon request of the Disclosing Party.

5.4.2 For the purposes hereof, Confidential Information does not include information that:

- (a) is already published or otherwise in public domain before it was communicated to the Receiving Party without any fault or negligence of the Receiving Party;
- (b) prior to disclosure, was already in the Receiving Party’s legitimate possession without having been obtained directly or indirectly from the Disclosing Party;
- (c) is lawfully obtained from an independent source that had neither direct nor indirect secrecy commitment to the Disclosing Party;
- (d) is independently developed by the Receiving Party, by itself or through parties who have not had, either directly or indirectly, access to or knowledge of such information; or
- (e) is obligated to be produced under order of a court of competent jurisdiction or other similar requirement of a government authority, provided that the Receiving Party required to disclose the information provides the Disclosing Party with prior notice of such order or requirement.

5.4.3 Any document or media (whether physical or electronic) containing Confidential Information shall remain the property of the Disclosing Party.

5.5 Data Room

5.5.1 Data Room access and due diligence

- (a) The Bidders who have paid the processing fees may access the Data Room, for undertaking necessary due diligence with respect to the Project/Units. By virtue of its access to the Data Room, it will be deemed that the Bidder has conducted the due diligence of the Units/Project to its satisfaction. Further, the Bidder is expected to undertake an independent due-diligence and appraisal of the Project/Units for participation in the Bid and shall not merely rely on the information provided in the Data Room.
- (b) While the data/ information provided in this RfS and Data Room has been prepared and provided in good faith, MSEDCL, or any persons acting on their behalf (including their representatives, professional advisors, employees, managers, agents etc.) shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, correctness, completeness or reliability of information provided, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of the information provided, even if any loss or damage is caused to any of the Bidder by any act or omission on their part.

5.5.2 Data Room Rules

The rules set forth below regulate the terms of use of the facilities and documents made available in the Data Room.

- (a) *Confidentiality*
 - (i) Access to, and review of, the documents/information provided in the Data Room or received in course of the due diligence process undertaken by the Bidder is entirely subject to the Confidentiality and Non-Disclosure Undertaking.
 - (ii) Each Member of the Bidder and their authorised representatives would be bound by the terms of the Confidentiality and Non-Disclosure Undertaking and shall be deemed to have provided their acceptance to the same, prior to accessing the Data Room.
- (b) *Time Frame*
 - (i) The Bidder shall be permitted to access the Data Room till 1600 hours IST on the Bid Due Date as set out in the Bid Information Sheet.
 - (ii) Online Submission of Response to RfS Binding Bid Submission Date.
- (c) *Login and Access Rights*

The portal details along with Login ID and password for accessing the Data Room shall be provided to the Bidder upon submission of the processing fees in terms of the RfS.
- (d) *Queries*

All the queries should be consolidated by the Bidder and sent to MSEDCL in the prescribed format.

- (e) *No Representation or Warranty*
- (i) No representation or warranty, expressed or implied, is made as to the accuracy or completeness of the information disclosed in the Data Room or in any other written or oral communication transmitted or made available; and
 - (ii) It is hereby clarified that MSEDCL shall not have any liability whatsoever towards any Bidder, relating to or resulting from the use of the information provided in the Data Room or in any of subsequent bid clarifications, which may be provided by MSEDCL or any person on MSEDCL's behalf.
- (f) *Clarification*
- It is clarified that MSEDCL shall not have any liability whatsoever to the Bidder, relating to or resulting from the use of the information shared in the Data Room or any clarifications thereof.
- (g) *Modification*
- MSEDCL reserves the right to modify or amend the present procedures and the timeline with respect to the use of the Data Room and the contents thereof at any time at its discretion.

5.6 Consequence of Default by the Bidder

- 5.6.1 In case, it is found during the evaluation of the Bid or at any time during the Bid process, that the Bidder has made material misrepresentation or has given any materially incorrect or false information or fails to comply with any of its obligations in terms of the RfS (including execution of the PPA), MSEDCL shall be entitled to forfeit and appropriate the EMD or PBG, as the case may be, of such Bidder without prejudice to any other right or remedy that may be available to MSEDCL under the RfS, or otherwise, including debarment of the Bidder (including all Members, in the event the such Bidder is a Bidding Consortium), its Parent, Affiliate and/or Ultimate Parent, for a period as deemed fit and proper by MSEDCL.
- 5.6.2 The Project SPV shall comply with the LIS and any other compliances that may be mandated in terms of applicable law, from time to time and such compliances shall be the sole responsibility of the Project SPV.

SECTION 6: FORMATS FOR BID SUBMISSION

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 Clause 3.10, 3.22, 3.23 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)
- h) Format regarding Timelines of the milestones (Format 6.8)
- i) Technical Requirements for Grid Connected Solar Power Projects (Annexure - A)
- j) Check List for Bank Guarantees (Annexure-B)
- k) List of Banks (Annexure-C)
- l) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-D)
- m) 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 – ncetendersedcl@gmail.com
Tel. No. 022-26474211.

Sub: Response to RfS No. MSEDCL/RE/2024/1052 MW Solar/LIS/T-12 dated March 15, 2023 for selection of solar power developer to be developed in Maharashtra.

Dear Sir,

We, the undersigned _____, [insert name of the 'Bidder'] having read, examined and understood in detail the RfS including qualification requirements in particular, terms and conditions of the draft PPA for supply of power for a period of 25(twenty five) years from the SCSD to MSEDCL 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 / Affiliate/ Group Company has submitted a response to the 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 Project(s):-

	Proposed Capacity (MW)	Location of Project (Village, Taluka, District., State)	Sub-station Details
01			
02			

- (Note: 1. The Bidder must ensure the project capacity mentioned should be as per Clause 3.8.2.
2. Delete/Insert the rows as applicable, and number the Projects and envelopes accordingly).

1. We give our unconditional acceptance to the RfS No. MSEDCL/RE/2024/1052 MW Solar/LIS/T-12 dated March 15, 2023 and the standard form of the PPA attached hereto along with the RfS.

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 the PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within a period of 24(Twenty Fourth) months from the date of execution of the PPA. We further undertake that we shall take over and demonstrate possession of 100% (one hundred percent) area of the identified land, within the timelines as per the RfS and the PPA.

2. Earnest Money Deposit (EMD): - (Please read Clause 3.14 carefully before filling). We have enclosed EMD of INR [•] (Indian Rupees [•] only) (*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 Clause 3.14 of this RfS. The total capacity of the Solar Power Project offered by us is [•] MW [*insert cumulative capacity being offered*].
3. We hereby declare that in the event our Bid gets selected and we are not able to submit bank guarantee of the requisite value(s) towards the PBG to be submitted in terms of the RfS within due time as mentioned in Clause 3.14, respectively on issue of LOA by MSEDCL for the Projects and/or we are not able to sign PPA with MSEDCL within 1 (one) 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 the RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. We hereby declare that during the selection process, in the event our Project happens to be the last Project and MSEDCL offers a capacity which is less than our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.
6. Acceptance:

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

7. Familiarity with relevant Indian Laws and 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, we undertake to execute the Project through a special purpose vehicle i.e. a Project SPV, which would be a company (incorporated under the laws of India) as a fully owned subsidiary (100% subsidiary) of the Successful Bidder, with the Lead Member holding at least 51% (fifty one percent) of the equity shares of the Project SPV (in case lands are arranged by the Successful Bidder) and operate the Project by ourself (as the Project SPV);.

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 Clause 3.21 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 /DISCOM grid is established, SNA/MEDA registration and 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 180 (one hundred eighty) 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 :

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 the Successful Bidder, we agree that the same would be treated as a Successful Bidder's event of default under PPA and consequent provisions of PPA shall apply.

Dated the day of ___, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per Clause 3.23.2.3.(e))

FORMAT-6.2

FORMAT FOR POWER OF ATTORNEY

(Applicable only in case of Consortiums)

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

POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s.....having its registered office at and M/s having its registered office at, (Insert names and registered offices of all Members of the Consortium), the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its registered /head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No. MSEDCL/RE/2024/1052 MW Solar/LIS/T-12 dated March 15, 2023.

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 the RfS.

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 executes PPA.

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

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

For and on behalf of Consortium Member M/s.....

(Signature of person authorized by the board)

(Name, Designation, Place, Date)

Accepted

(Signature, Name, Designation and Address

of the person authorized by the board of the Lead Member)

Attested

(Signature of the executant)

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

Place:

Date:

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

Instructions/guidelines for Issuance of Bank Guarantee

1. Bank guarantee to be submitted shall be as per the format attached.
2. Bank guarantee shall be executed on the non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
3. Bank guarantee shall be submitted along with the banker's covering letter.
4. Bank guarantee issued should ensure the compliance with the SFMS (Structured Financial Messaging System) requirement, as mandated by RBI.
5. Bank guarantee issued without SFMS compliance will not be accepted.
6. MSEDCL Bank details for Earnest Money Deposit and Performance Bank Guarantee are as follows:

Name	Maharashtra State Electricity Distribution Co. Ltd.
Address	Prakashgad, 5 th Floor, Anant Kanekar Marg, Bandra (E), Mumbai -400 051
Bank Name	Bank of India
Branch Name and address	Mumbai Large Corporate Branch Bank of India Building, 4 th Floor, 70-80 M.G. Road, Fort Mumbai-400 001
Account No	016020110000033
IFSC Code	BKID0000160
MICR Code	400013127

7. While issuing the bank guarantee, Bank should adhere to the RBI guidelines in respect of same. Each page of Bank guarantee should bear the BG number and signatures of officials.
8. The EMD and PBG shall be executed by any of the Bank from the List of Banks mentioned in this RfS.
9. The complete address of issuing bank and branch to be mentioned in the Bank guarantee also the details like email address and contact no's to be provided with bank guarantee.
10. Bidder must adhere to the above instruction/guidelines while submitting the Bank guarantee. Bank guarantee will not be accepted if it's found to be in any deviation of above instruction/guidelines.

FORMAT- 6.3 A

FORMAT FOR EARNEST MONEY DEPOSIT

(To be stamped on non-judicial stamp paper of appropriate value)

Ref. _____

Bank Guarantee No. _____

Date: _____

In consideration of _____ [*Insert name of the Bidder*] (hereinafter referred to as the “**Bidder**”) submitting the response to RfS *inter alia* for selection of the solar power developer for setting up of the Project with a cumulative capacity of _____ MW [*Insert Project Capacity*] for procurement of up to ____ MW of power from the Project on a long term basis, in response to the RfS No. _____ issued by Maharashtra State Electricity Distribution Co. Ltd. (“**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*] (“**Guarantor Bank**”) hereby agrees unequivocally, irrevocably and unconditionally to pay to MSEDCL at [Mumbai] forthwith, without demur, on demand in writing from MSEDCL or any officer authorized by it in this behalf, any amount up to and not exceeding INR _____ [*Insert amount not less than that derived on the basis of INR 20,00,000 (Indian Rupees Twenty Lakhs) per MW of cumulative capacity proposed*] only, on behalf of _____ [*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including _____ [*insert date of validity in accordance with Clause 3.14.1 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 Clause 3.14.1 of this RfS*]. MSEDCL shall be entitled to invoke this Guarantee till _____ [*insert date until which claim can be raised in accordance with Clause 3.14.1 of this RfS*].

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [*Insert name of the Bidder*] and/or any other person. The Guarantor Bank shall not require MSEDCL to justify

the invocation of this bank guarantee, nor shall the Guarantor Bank have any recourse against MSEDCL in respect of any payment made hereunder.

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

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

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

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

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

This bank guarantee shall be effective only when the bank guarantee issuance message is transmitted by the issuing Bank through SFMS to Bank of India, Large Corporate Branch, M.G. Road, Fort, Mumbai – 400001 and a confirmation in this regard is received by MSEDCL.

Notwithstanding anything contained herein:

- (i) *Our liability under this Bank Guarantee shall not exceed INR. _____ (INR ___ only)*
- (ii) *This Bank Guarantee shall be valid up to _____; and*
- (iii) *We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____ (mention period of the guarantee as found under clause (ii) above plus claim period of at least 6 (six) months)*

IN WITNESS WHEREOF THE BANK, through its authorised officer has set its hand and stamp on this day of _____ in the city of _____

Signature:

Name:

Power of Attorney No.:

For

[Insert Name and Address of the Bank]

Contact Details of the Bank:

E-mail ID of the Bank:

Designation with Bank Stamp:

Official Address:

Dated this _____ day of, 20_____

Witness 1	Witness 1
Signature	Signature
Name	Name

FORMAT- 6.3 B

FORMAT FOR PERFORMANCE BANK GUARANTEE FOR SOLAR POWER PROJECT

(To be stamped on non-judicial stamp paper of appropriate value)

Ref. _____

Bank Guarantee No. _____

Date: _____

In consideration of _____ [*Insert name of the Bidder/ Project SPV (if applicable)*] (hereinafter referred to as the “**Successful Bidder**”) submitting the response to RfS *inter alia* for selection of the Project with a capacity of _____ MW, at _____ [*Insert name of the place*] through a competitive bidding process (followed by reverse e-auction), for supply of power therefrom on long term basis, in response to the RfS No. _____ dated _____ issued by Maharashtra State Electricity Distribution Co. Ltd. (“**MSEDCL**”) and MSEDCL considering such response to the RfS of _____ [*insert the name of the Successful Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and issuing a letter of award no. _____ dated _____ (“**LOA**”) to _____ (*insert the name of the Successful Bidder*) as per terms of the RfS and the same having been accepted by the selected Bidders resulting in the execution of a power purchase agreement (“**PPA**”) to be entered into, for purchase of power from the Project SPV, _____.

As per the terms of the RfS, the [*insert name and address of bank*] (“**Guarantor Bank**”) hereby agrees unequivocally, irrevocably and unconditionally to pay to MSEDCL at [Mumbai] forthwith on demand in writing from MSEDCL or any officer authorised by it in this behalf, any amount up to and not exceeding INR _____ [*Insert amount not less than that derived on the basis of INR 20,00,000 (Indian Rupees Twenty Lakhs) per MW of cumulative capacity proposed*] only, on behalf of _____ [*Insert name of the Successful Bidder/Project SPV*].

This guarantee shall be valid and binding on this Bank up to and including _____ [*insert date of validity in accordance with Clause 3.14.2 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 Clause 3.14.2 of this RfS*]. MSEDCL shall be entitled to invoke this Guarantee till _____ [*insert date until which claim can be raised in accordance with Clause 3.14.2 of this RfS*].

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [*Insert name of the selected Solar Power Developer /Project SPV; 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 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 [Successful Bidder/ Project SPV], to make any claim against or any demand on the [Successful Bidder/Project SPV] or to give any notice to the [Successful Bidder/ Project SPV] or to enforce any security held by MSEDCL or to exercise, levy or enforce any distress, diligence or other process against the [Successful Bidder / Project SPV].

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.

This bank guarantee shall be effective only when the bank guarantee issuance message is transmitted by the issuing Bank through SFMS to Bank of India, Large Corporate Branch, M.G. Road, Fort, Mumbai – 400001 and a confirmation in this regard is received by MSEDCL.

Notwithstanding anything contained herein:

- (i) *Our liability under this Bank Guarantee shall not exceed INR _____ (INR ___ only)*
- (ii) *This Bank Guarantee shall be valid up to _____ and*
- (iii) *We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (mention period of the guarantee as found under clause (ii) above plus claim period of at least 6 (six) months)*

IN WITNESS WHEREOF THE BANK, through its authorised officer has set its hand and stamp on this day of _____ in the city of _____.

Signature:

Name:

Power of Attorney No.:

For

[Insert Name and Address of the Bank]

Contact Details of the Bank:

E-mail ID of the Bank:

Designation with Bank Stamp:

Official Address:

Dated this ____ day of, 20 ____

Witness 1	Witness 1
Signature	Signature
Name	Name

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 schedule commercial banks as specified in Annexure C of the RfS. A bank guarantee issued by a foreign branch of a scheduled commercial bank is to be endorsed by the Indian branch of the same bank or by any scheduled commercial bank in India.

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. for sale of power to Maharashtra State Electricity Distribution Company Limited (“MSEDCL”) from _____ MW Grid connected solar power projects through competitive bidding process (followed by reverse e-auction) including signing and submission of all documents and providing information / response to RfS to MSEDCL, representing us in all matters before MSEDCL, and generally dealing with MSEDCL in all matters in connection with our bid for the said Project. (To be provided by the bidding Company or the Lead Member of the Consortium)
2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. (To be provided by the bidding Company)

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at 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 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 4th Floor, HSBC Building, M. G. Road, Fort, Mumbai, Maharashtra – 400001, India and execution of a PPA (in case of award) in terms of the RfS.

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

WHEREAS MSEDCL desires to purchase power from 800 MW Grid connected solar power projects 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 WITNESSETH AS UNDER:

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

- 1) We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s. _____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, _____, Member- n and to submit the response to the RfS.
- 2) The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

- 3) Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e., for both its own liability as well as the liability of other Members.
- 4) The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
- 5) Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

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

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.

- 6) The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the 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 commitments.
- 10) This Agreement shall be construed and interpreted in accordance with the applicable 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:

1) Signature _____

Name:

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:

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]

Ref. No. _____ Date: _____
From: *(Insert name and address of bidding Company/ Lead Member of Consortium)*
Tel.#: _____
Fax#: _____
E-mail address# _____

To

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

Sub: Response to RfS No. MSEDCL/RE/2024/1052 MW Solar/LIS/T-12 dated March 15, 2023 for selection of solar power developers for establishment of solar photovoltaic power projects in Maharashtra

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.

Thanking you,

Yours faithfully

(Name, signature, designation and seal of the person authorized by the Board/Power of Attorney)

FORMAT- 6.7

FINANCIAL PROPOSAL COVERING LETTER

(On Bidder's letter head)

Ref. No. _____

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

To,

Chief Engineer (RE)

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

Renewable Energy Section, 5th Floor, 'Prakashgad',

Bandra (East), Mumbai – 400 051

Sub: Response to RfS No..... FOR PURCHASE OF POWER FROM
800 MW GRID CONNECTED SOLAR POWER PROJECTS THROUGH
COMPETITIVE BIDDING PROCESS (FOLLOWED BY REVERSE E-AUCTION)

Dear Sir / Madam,

We, _____ *(insert name of Bidder)* enclose herewith the financial proposal for selection of our company for a cumulative capacity of _____ MW.

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 or such further period as may be mutually agreed upon.

We also agree and acknowledge that:

1. We will only bid one tariff and if We quote two tariffs, then our bid will be considered as non-responsive.
2. If we submit a financial bid at the Bharat E-Portal and such bid is not in line with the instructions mentioned therein, then our bid will be considered as non-responsive.
3. We will quote the tariff as a fixed amount in Indian Rupees only.
4. If We submit a conditional proposal, our bid 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 will be considered.
6. We will mention the tariff up to two places of decimal only.

7. We will mention the financial bid only in the electronic form and only such submission will be considered for further evaluation.

Thanking you.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Name of the Bidder / Lead Member

FORMAT 6.8

REGARDING TIMELINES OF THE MILESTONES

D represents Effective Date of PPA		
S. No.	Query item	Response
a.	Tentative date/month of procurement of RE generating equipment's such as Solar Modules/Panels etc	- Solar Modules/Panels– D + months
b1.	Grid Connectivity	
b2.	Material Procurement	D + months
b3.	Start and Completion of construction activities	Start of construction activities – D + month onwards
		Completion of construction – D + months
b4.	Testing and Commissioning	D + months
b5.	Scheduled commencement-of-supply date (SCSD)	D + months

Details of various taxes & duties considered

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 Project SPV power plants must conform to the latest edition of IEC/ equivalent BIS Standards as specified below:

Efficiency	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
Electrical Safety	IEC 62103/ 62109-1&2
Protection against Islanding of	IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards
LVRT Compliance	As per the latest CERC Guidelines/ Order/ Regulations
Grid Connectivity	Relevant CERC Regulations (including LVRT compliance) and Grid Code as amended and revised from time to time.
Rated capacity	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 SCSD of the project and voltages as per latest IEC standards. (Note: IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 600 – 1800 Volts DC for outdoor installations should comply with the 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 Project 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 that is 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 SCSD 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 inside or outside the laminate, but must be able to withstand harsh environmental conditions):

- (i) Name of the manufacturer of PV Module
- (ii) Name of the Manufacturer of Solar cells

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

Appendix-A-2

Installation Report

(To be provided by Project SPV 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 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 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> Solar Power Generation Plant (having <technology>) with Grid installed at <Village>, <Tehsil>, <District> in the <State> on <date>. The details of Solar Power Plant are as under:-

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

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) Solar Photovoltaic Power Project 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 STU/ Transmission Utility/ Discoms
- (ii) Copy of duly signed MRI is to be enclosed.

Appendix-A-5

Sample Part Commissioning / Full Commissioning Certificate of Solar PV Power 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 Solar PV Power Generation Project 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 3.18.

Annexure – B: Check list for Bank Guarantees

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

Annexure – C: List of Banks

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

List of Scheduled Commercial Banks

PUBLIC SECTOR BANKS		PRIVATE BANKS	
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

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	Societe Générale
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 Corpn. 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[®]. A portal built using Electronic Tender’s software is also referred to as Electronic Tender System[®] (ETS).

Benefits to Suppliers are outlined on the Homepage 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[®] (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[®] 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 Centre’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

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

ISN-ETS/ ETS Helpdesk:	
Telephone/ Mobile	Customer Support: +91-124 – 4229071, 4229072
E-mail ID	support@isn-ets.com (Please mark CC: support@electronictender.com)
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	ncetendersedcl@gmail.com

Some Bidding related Information for this Tender (Sealed Bid)

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

- > Submission of Bid-Parts/ 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

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:

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

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

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 with 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	30 Minutes
3	Automatic extension of the 'Reverse Auction Closing Time', if last bid received is within a 'Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	8 Minutes
3.2	Automatic extension Time-Duration	8 Minutes
3.2	Maximum number of Auto-Extension	Unlimited
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 Centre.

The help information provided through 'ETS User-Guidance Centre' 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) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such Mas, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents.

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

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

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. MSEDCL/RE/2024/1052 MW Solar/LIS/T-12 dated March 15, 2023

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. MSEDCL/RE/2024/1052 MW Solar/LIS/T-12 dated March 15, 2023 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 10th 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:
Organisation:
Date:
(Signature and Stamp)

Main Keywords:

- 1) Made in India
 - 2) Distributed Cable Drive Actuator
 - 3) Self-Powered Controller and Wind Station.
 - 4) Wireless communication for controller and wind station
 - 5) Uniform Torque Tube section in the row.
- A. Documents and Details Required
1. The single-axis tracking tender, bidder confirmation letters and data shall be provided by the bidders as described below. Studies and reports to be covered in the confirmation letters from the manufacturer:

Stow Strategy Control System: The bidders are responsible for the definition of a stow strategy which clearly demonstrates the safe operation of the tracker during maximum wind speed events as defined in local code or standard for wind loads. The following points should be included:
 - > Tracker inclination and orientation at stow position.
 - > Maximum wind speed as per IS 875-III:2015 basic wind speed map of India.
 - > If study from authentic reputed source shows that the wind speed at the proposed site location is different than given in local code or standard for wind loading, such wind speed acceptable per client/owner's request such study and its approval to be provided by client/owner in written format as deviation from local code /standard for wind loading.
 - > Preference will be given for submission of Coefficients for computing loads are derived from a Boundary layer Wind tunnel study from a Wind tunnel facility of International repute.
 - > Static coefficients along with dynamic Amplification factors to be used to design the structure.
 - > Aeroelastic instability analysis for the proposed tracker structure to show that the stow angle will not result in aeroelastic instability. This has to be demonstrated by the supplier.
 - > Time period required to move the tracker from maximum tilted working position into stow position considering aero elastic instability study output for the tracker structure. This has to be demonstrated by the supplier.
 2. Wind tunnel tests from a recognised wind expert institute to be shown / submitted (CPP Wind Engineering, RWDI or an alternative experienced

institute subject to approval by the client). 'Boundary Layer Wind Tunnel' tests should be used to be in supplement calculations using appropriate models of the structure. Successful tracker dynamic analysis and tests based on the actual tracker configuration, stiffnesses and geometry with investigations of vortex shedding and all possible aeroelastic instabilities.

3. 'Independent Engineers' Bankability Review Report' from reputable agencies like Black and Veatch, DNV or alternative experienced agency to be shown / submitted
4. Structure design review document from any IIT civil/structural certifying department.

General Tracker Specification:

1. Single Axis Tracker: Independent Row Tracker.
2. Tracking Angle: minimum-60/+60.
3. DC Self-powered drive system with battery backup.
4. Suitable material for corrosion category compliance as per corrosion map of India, EN ISO 14713, EN ISO 1461, EN ISO 12944-5 or ASTM 123.
5. Module Configuration: IP configuration.
6. Actuation: Electro-mechanical.
7. Design wind speed as per site condition, basic wind speed as per wind map of India from IS 875-III: 2015.
8. Stow configuration: optimal Angle, as per aero elastic instability analysis.
9. Operational temp: -10 to 55 degree Celsius.
10. Distributed drive with multi location torsion lock for each tracker table to enhance table structural stability. Tracker supplier to submit calculations to substantiate this.
11. Cleaning mode in control system- Compliant with robotic module cleaning.
12. Uniform minimal gaps between modules in a single table.
13. Individual row-level bi-directional control with communication redundancy through mesh networked controllers.

B. Other technical requirement:

Tracker Bushing:

1. It should be type tested for operation cycles which solar plant will go through in its life of 25 years.

2. Preference will be given to maintenance free and/or lubrication free bushings.
3. Bearing must be resistant to dust, water and any other external elements, test report to be submitted.

Control and Monitoring:

1. The tracker controller must have at least one tilt sensor per tracker table for measurement of tracker tilt angle.
2. Each logical tracker block should have at least one wind station for measuring and monitoring the speed of the wind. The wind speed data should be transmitted to the block wirelessly.
3. Tracker controller should have the Micro-controllers for controlling all the outputs of the sensors. Details of Algorithm used to be submitted to client.
4. Battery backup should be provided for controller. Minimum 2 days of backup and self-powered, power consumption less than 0.075% of generated power on per MWp basis (calculation to be submitted).

Annexure-F

DRAFT PPA

[annexed separately]

Annexure-G

INFORMATION AVAILABLE IN THE DATA ROOM

Annexure-H
LIST OF SUBSTATIONS

Annexure-I

DEEMED GENERATION

Deemed generation on account of power evacuation:

- a) Generation Compensation in off-take constraint due to transmission/distribution network:

In any given month during the term of the PPA, if the availability of the distribution line/transmission line after inter-connection point for evacuation of power falls below 98% (ninety eight percent) i.e. the line unavailability is more than 2% (two percent) i.e. 14.40 hours (2% x 30 days x 24 hours), and the power is not evacuated, for reasons not attributable to the Project SPV, then the generation loss shall be compensated by MSEDCL at 100% (one hundred percent) of the tariff so as to offset this loss as given below, subject to the submission of documentary evidences from the competent authority, and there shall be no other claim, directly or indirectly against MSEDCL.

Grid Unavailability	Provision for Generation Compensation
Grid unavailability at each instance	<p>Generation loss for each instance</p> <p>= (Average generation during the same time block, in the previous eight days, as the block in which the interruption is encountered) × (period of grid unavailability for such instance expressed in hours or any part thereof)</p> <p>Where, average generation in any time block in the previous eight days (kWh) = Total generation in the time block in the previous eight days (kWh) ÷ Total hours of uninterrupted generation in the same time block in the previous eight days.</p> <p>For calculating the total generation compensation in a calendar month, the total generation loss shall be a summation of each instance of generation loss that occurs in such calendar month.</p>

The generation loss shall be compensated at an amount arrived at by multiplying the units of total generation loss in a calendar month with the PPA tariff.

Such generation loss will be paid as part of the energy bill for the successive month after receipt of State Energy Accounts (SEA) or any other relevant documents certified by MSEDCL/SLDC.

- b) Due to Forced Outage (Back down)

The Project SPV shall follow the forecasting and scheduling process as per the regulations in this regard by the MERC. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of “must-run” to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a DISCOM/ Load Despatch Centre (LDC). If

backdown is required, 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 Project SPV shall be eligible for a generation compensation, from MSEDCL, in the manner detailed below for each Unit, subject to the submission of documentary evidence from the competent authority, and there shall be no other claim, directly or indirectly against MSEDCL. The said compensation will be paid after acceptance from MSEDCL.

Duration of Back down	Generation Loss
Hours of back down (“ Forced Outage ”) during a monthly billing cycle.	<p>Generation Compensation = 50 % of (Average generation during previous 8 days during the same time block) × (period of grid unavailability for such instance expressed in hours or any part thereof)</p> <p>Where, average generation in any time block (kWh) = Total generation in the time block in the previous eight days (kWh) ÷ Total hours of uninterrupted generation in the same time block in the previous eight days.</p> <p>No back-down/ curtailment will be ordered without giving formal/written instruction for the same.</p> <p>The details of back-down/ curtailment, including justifications for such curtailment, will be made public by the concerned Load Despatch Centre.</p>

The generation loss shall be compensated at an amount arrived at by multiplying the units of total generation loss in a calendar month with the PPA tariff.

Such Generation Loss will be paid as part of the energy bill for the successive month after receipt of State Energy Accounts (SEA) or any other relevant documents certified by MSEDCL/SLDC.

Annexure J

REMOTE MONITORING - SPECIFICATIONS AND PROTOCOL