

# **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 500 MW GRID CONNECTED WIND POWER PROJECTS**

**RfS No. MSEDCL / Competitive / 500 Wind dated 21.12.2017**

## **ISSUED BY**

**Maharashtra State Electricity Distribution Co. Ltd.**

Power Purchase section

“Prakashgad”, 5th Floor, Station Road, Bandra (E), Mumbai -400 051.

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**DISCLAIMER:**

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

Place: Mumbai

Date:

## Bid Information Sheet

<b>Document Description</b>	RfS document for Procurement of power from grid connected 500 MW Wind Power Projects through competitive bidding process (followed by reverse e- auction).
<b>RfS No.&amp; Date</b>	<b>MSEDCL / Competitive / 500 MW Wind dated -----</b>
<b>Downloading of tender documents</b>	21.12.2017
<b>Pre-bid Conference /Clarification Meeting date and location</b>	Date: 6 <sup>th</sup> Floor, “Prakashgad”, MSEDCL, Station Road, Bandra (E), Mumbai -400 051. Mumbai -400 051.
<b>Last date &amp; Time for</b> a) Online Submission of Response to RfS and b) All documents as per Section 3.21 A physically at MSEDCL office, Mumbai	Date : 20.01.2018
<b>Technical Bid Opening</b>	Date: 22.01.2018 Time: 11.00 Hrs
<b>Financial Bid Opening and</b>	Date:31.01.2017 Time: 11.00 Hrs
<b>Reverse e-auction</b>	Will be informed to eligible bidders.
<b>Ceiling Tariff</b>	Rs.3.00 per unit
<b>Reverse Auction</b>	Will be informed to eligible bidders
<b>Cost of RfS Document (non-refundable)</b>	Rs 25000/- (plus applicable GST) (to be submitted in the form of DD/Pay Order, along with the response to RfS in favour of “Maharashtra State Electricity Distribution Co. Ltd.”, payable at Mumbai.

<b>Processing Fee (non- refundable)</b>	Rs. 3 Lakhs plus applicable GST as on last date of bid submission for each Project, to be submitted in the form of DD/Pay Order along with the response to RfS in favour of “Maharashtra State Electricity Distribution Co. Ltd.”, payable at Mumbai.
<b>EMD</b>	Earnest Money @ 10 lakh /MW/Project to be submitted in the form of Bank Guarantee along with the Response to RfS.
<b>Name, Designation, Address and other details (For Submission of Response to RfS)</b>	Office of the Chief Engineer (Power Purchase) “Prakashgad”, 5th Floor, Station Road, Bandra (E), Mumbai -400 051. Tel No. 022-26580645 E-mail - ncetendermsedcl@gmail.com
<b>Details of persons to be contacted in case of any assistance required</b>	1) Mr. S. S. Rajput, Superintending Engineer (PP-NCE), Ph: 022-26474211 (Ext. 2322)  2) Mr. B. Y. Gawai Executive Engineer (CP) Ph: 022-26474211 (Ext. 2416)
<b>Important Note:</b> Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the websites <a href="http://www.mahadiscom.in">www.mahadiscom.in</a> and <a href="http://www.tcil-india-electronictender.com">www.tcil-india-electronictender.com</a> separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.	

For conducting the e-bidding, MSEDCL will use the portal <https://www.tcil-india-electronictender.com> of Telecommunications Consultants India Limited (TCIL), which is a Government of India undertaking (e-bidding Portal). Bidders are required to register themselves online with TCIL (if they are not already registered), as ‘Supply organization/ Bidder’, by paying ‘Buyer-specific Annual Portal Registration Fee’ to TCIL, through the payment gateway facility of the E-bidding Portal of INR 3,000 (Indian Rupees Three Thousand) (plus applicable taxes as indicated in the e-bidding Portal), and subsequently download the RfS and other Bid Documents from the E-bidding Portal. It is further clarified that in case a Bidder intends to participate in tenders published by any other organization on the E-bidding Portal, the ‘Annual Portal Registration Fee’ payable is INR 6,000 (Indian Rupees Six Thousand) (plus applicable taxes as indicated in the E-bidding Portal). A Bidder, who is already validly registered on the E-bidding Portal need not register again on the E-bidding Portal.

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

# **SECTION 1: INTRODUCTION**

## Section 1 Introduction

### 1.1. INTRODUCTION

- 1.1.1 The erstwhile Maharashtra State Electricity Board was looking after Generation, Transmission & Distribution of Electricity in the State of Maharashtra barring Mumbai. But after the enactment of Electricity Act 2003, MSEB was restructured into 4 Companies viz. MSEB Holding Co. Ltd., Maharashtra State Electricity Distribution Co. Ltd. (Mahavitaran / MSEDCL), Maharashtra State Power Generation Co. Ltd. (Mahagenco) and Maharashtra State Electricity Transmission Co. Ltd. (Mahatransco) on 6th June 2005. Maharashtra State Electricity Distribution Co. Ltd.
- 1.1.2 In order to fulfill the Non-Solar Renewable Purchase Obligation (RPO) and to meet the future power requirements, MSEDCL intends to procure Wind Power up to capacity of 500 MW through Competitive Bidding Process (conducted through electronically facilitated online web based portal (TCIL) followed by e-reverse auction). MSEDCL shall enter into Power Purchase Agreement (PPA) with the Bidders selected based on this RfS for purchase of wind power for a period of 25 years from Commercial Operation date of the proposed project or existing projects the period of PPA shall be the balanced useful life (Balance Useful Life of the Project shall not be less than one year) of the wind power project based on the terms, conditions and provisions of the RfS.

### 1.2. Details of Power Procurement:

- 1.2.1. The bidders selected by MSEDCL based on this RfS, be existing wind power project or shall set up Wind Power Projects in accordance with the provisions of this RfS document and Standard Power Purchase Agreement (PPA). PPA format has been enclosed and can be downloaded from [www.tcil-india-electronictender.com](http://www.tcil-india-electronictender.com).
- 1.2.2. MSEDCL shall enter into PPA with successful bidders for a period of 25 years years from the commercial operation date of the proposed projects and for the existing projects the period of PPA shall be the balanced useful life (Balance Useful Life of the Project shall not be less than one year) of the wind power project from the date of commissioning/ date of COD. The tariff payable to Selected Bidder shall be fixed for 25 years or the balance useful life (Balance Useful Life of the Project shall not be less than one year) of the wind project from the date of commissioning/ date of COD, as discovered through the e-bidding and e-



Reverse Auction conducted vide this RfS. The bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays, Benefits from trading of Carbon Credits, etc. as available for such projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on MSEDCL for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.

- 1.2.3. In case of interstate projects, all transmission charges and losses upto delivery point shall be to the account of the Successful Bidder. No change in charges / losses of CTU shall be covered under Change in Law.
- 1.2.4. In case of import of energy during a month for Intra-State projects, the successful bidder shall be required to make payment to MSEDCL at prevailing HT Industrial Tariff as determined by MERC from time to time.

### **1.3. ELIGIBLE PROJECTS**

- 1.3.1. The Projects to be selected for aggregate capacity of 500 MW, provide for deployment of Wind Power Technology. However, the selection of projects would be technology agnostic within the technology mentioned by NIWE as per the RLMM.
- 1.3.2 Projects under construction, projects which are not yet commissioned and projects already commissioned but do not have any long-term PPA with any agency and selling power on short-term or merchant plant basis will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes and do not have any obligations towards existing buyers.

## **SECTION 2: DEFINITIONS**

## Section 2 Definitions

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

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

**"Affiliate"** shall mean a Company that, directly or indirectly,

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

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

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

**"Capacity Utilisation factor"** shall have the same meaning as provided in CERC (Terms and conditions for tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time

**"CERC"** shall mean Central Electricity Regulatory Commission

**"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;

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

**“Commissioning”** With Respect to the Project/Wind Turbine Generator as certified by RLDC/SLDC/DISCOM shall mean all equipments as per rate capacity has been installed and energy has flown into the grid

**“Commercial Operation Date”** With respect to the project/Wind Turbine Generator shall mean the date on which the project/Wind Turbine generator is commissioned (certified by RLDC/SLDC/DISCOM) and available for Commercial Operation and such date as specified in written notice given at least 30 days in advance by successful bidder to MSEDCL

**“Contracted Capacity”** shall mean the capacity (in MW) contracted with MSEDCL for supply by the successful bidder at the delivery point from the Wind Power Project.

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

**“Control”** shall mean holding not less than 51% of voting rights or of paid up share capital.

**“Controlling shareholding”** shall mean not less than 51% of the voting rights or paid up share capital in the Company/Consortium;

**“CTU or Central Transmission Utility”** shall mean the Central Transmission Utility as defined in Sub-Section (10) of section (2) of the EA-2003.

**“Day”** shall mean calendar day;

**“Delivered Energy”** shall mean the kilowatt hours of energy actually fed and measured by the energy meters at the Delivery Point and as certified by RLDC/SLDC/DISCOM.

**“Delivery Point / Interconnection Point”**; shall mean the point(s) of connection(s) at which energy is delivered into the Grid System

For Inter-state project: STU/MSETCL periphery

For Intra-State Projects: STU/MSETCL/MSEDCL substation.

**“Electricity Laws”** shall mean the Electricity Act, 2003 and the relevant rules, notifications, and amendments issued there under and all other Laws in effect from time to time and applicable to the development, financing, construction, ownership, operation or maintenance or regulation of electric generating companies and Utilities in India, the rules, regulations and amendments issued by CERC/ MERC from time to time.

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

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

Project.

“**Financing Parties**” means Parties financing the Project, pursuant to Financing Documents.

“**Group Company**” of a Company means

- i. a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the company, or
- ii. a company in which the company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such company, or
- iii. company in which the company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise, or
- iv. a company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise, or
- v. a company which is under common control with the company, and control means ownership by one company of at least 10 % (Ten )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, nonbanking 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**”: There shall be only one Lead Member, having shareholding more than 51% in the Bidding Consortium, which cannot be changed till 1 year from the Commercial Operation Date (CoD) of the Project;

“**Letter of Award**” or “**LOA**” shall mean the letter issued by Maharashtra State Electricity Distribution Company Ltd. (MSEDCL) to the Selected Bidder for award of the Contract;

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

“**LLC**” shall mean Limited Liability Company;

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

“**MERC**” shall mean Maharashtra Electricity Regulatory Commission

“**Metering Point**”: The metering point will be at the STU / CTU /MSEDCL pooling sub-station located at the wind farm site. For the purpose of energy accounting the developer/generator would install ABT

compliant meter at the metering point as well as on each Wind Turbine Generator.

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

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

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

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

**“Performance Bank Guarantee”** shall mean the irrevocable unconditional bank guarantee to be submitted by the Successful Bidder as per Section 3.9

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

**“Project”** means Wind Mill Power Station to be established by the successful Bidders including land, buildings, plant, machinery, ancillary equipments, material, switch-gear, transformers, protection equipment and the like necessary to deliver the electricity generated by the Project to MSEDCL at the Delivery Point

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

**“Project Capacity”** means the capacity of the project at the generating terminal(s) and to be contracted with MSEDCL for supply from the Wind Power Project.

**“Rfs Documents”** shall mean the bidding document issued by MSEDCL including all attachments, clarifications and amendments thereof vide Rfs no.....

**“RLDC”** shall mean relevant Regional Load Dispatch Center established under sub section(1) of Section 27 of Electricity Act 2003

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

**“SCOD” or “Scheduled Commercial Operation Date”** means the date as declared by the Successful Bidder in the PPA which shall not exceed 18 (Eighteen) months from the date of execution of the PPA (Applicable for the proposed projects only).

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

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

**“SLDC”** means the State Load Dispatch Center as notified by the State Government.

**“STU or “State Transmission Utility”** shall mean the State Transmission Utility notified by

respective State Government under Sub-section (1) of Section 39 of the Act.

**“SNA” means** State Nodal Agency.

**“TOE”** shall mean Tender Opening Event;

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

**“Week”** shall mean calendar week;

**“Wind Power Project”** means the wind power project that uses wind energy for conversion into electricity through wind turbine generator.

**“Voltage of Delivery”** means the voltage at which the Electricity generated by the Project is required to be delivered to the MSEDCL.

**SECTION 3: BID INFORMATION AND  
INSTRUCTION TO BIDDERS**



## **Section 3 Bid Information and Instructions to Bidders**

### **3.1. Obtaining RfS Document, Cost of documents & Processing Fees**

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

### **3.2. Total Capacity Offered:**

#### **1. Total Capacity**

Selection of Grid-connected Wind Power Projects for total capacity of 500MW will be carried out through e-bidding followed by e-Reverse Auction process.

#### **2. Minimum Capacity of Project:**

For Intra State (Already commissioned) - 1 MW

(For proposed Projects) - WPP having Individual size of 5 MW and above at one site with minimum bid capacity of 25 MW.

For Inter State - WPP having Individual size of 50 MW and above at one site with minimum bid capacity of 50 MW.

### **3.3. Project Scope:**

The successful bidder shall set up Wind Power Project including the transmission/Distribution network up to the Delivery Point in line with Section 3.7, at its own cost (including but not limited to open access charges till the delivery point) and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project (including connectivity) and those required from Government and local bodies shall be in the scope of the successful bidder. However, the selection of Projects would be technology agnostic. In order to ensure only quality systems are installed, the type certified wind turbine models listed in

Revised List of Models and Manufactures (RLMM) will be allowed.

### **3.4. Eligibility for Project capacity allocation**

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

1. A bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single application, subject to minimum bidding as per Section 3.2 (2).
2. Multiple bids from same company including its Parent/ Ultimate Parent /Affiliates/Group Companies shall make all the bids submitted by the group invalid.
3. The evaluation of bids shall be carried out as described in Section 4. The methodology of allocation of projects is elaborated in Section 4.
4. In case the bidder wishes to set up the Project at more than one locations, then they would need to be physically identifiable with separate boundary wall, separate injection points and metering arrangement.

### **3.5. Qualification Requirements**

1. Bidder as defined in Section 2 is eligible to participate under this RfS.
2. The Bidding Entity should be incorporated in India under the Companies Act 1956 or Companies Act, 2013 as applicable.
3. Any consortium, if selected as successful bidder for the purpose of supply of power to MSEDCL, shall incorporate a Project Company/ Special Purpose Vehicle (SPV) with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with MSEDCL, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights or paid up share capital) shall not change from submission deadline of response to RfS up to One Year after the COD of the Project.
4. Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of MSEDCL, subject to the condition that, the management control remains within the same group of companies. The bidder should meet the eligibility criteria as mentioned in Section 3.6 below:

### **3.6. Eligibility Criteria**

#### **1) Net Worth:**

- i. The Net-Worth of the Bidder for the financial year ended on 31.03.2017 shall not be less than INR 1.2 Crores per MW (of the capacity quoted).
- ii. Bidders shall have to furnish a Certificate from Chartered Accountants/Appropriate Authority, certifying the Networth per MW of quoted capacity as on 31st March, 2017. For avoidance of doubt, “net worth” as per Section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the

profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

- iii. Pursuant to evaluation of Net-Worth Criteria as part of technical bid, if it is found by MSEDCL that the Bidder is eligible for lesser quantum than the quantum for which bid has been submitted, then the Bidder shall be qualified for such lesser quantum, provided that such quantum is not less than minimum bid capacity i.e. as per Section 3.2 (2).

## **2) Liquidity:**

- i. In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate a minimum annual turnover of Rs. 25 lakhs/MW (Rupees Twenty Five Lakhs per MW) of the quoted capacity during the previous financial year 2016-17. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.
- ii. 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 (i) above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS. 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 and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

### **3.7. Connectivity with the Grid**

1. The project should be designed for delivery of energy at CTU/STU/ DISCOM periphery.
2. The responsibility of getting the grid connectivity with CTU/STU/ DISCOM shall entirely be of the successful bidder. The successful bidder shall submit documentary evidence for securing connectivity with grid from CTU/STU/DISCOM within 3 months from the date of signing of PPA.
3. The transmission of power up to the point of interconnection and energy accounting infrastructure shall be the responsibility of the successful bidder at his own cost. The maintenance of Transmission system up to the interconnection point shall be responsibility of the Bidder.
4. The arrangement of connectivity can be made by the successful bidder through a dedicated transmission line which the successful bidder may construct himself or 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 will be borne by the successful bidder.
5. The successful bidder shall not be entitled to deemed generation in case of any delay in grant of connectivity.

6. The successful bidder shall comply with CERC/MERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity.

### **3.8. Clearances required from the Central/State Government and other local bodies**

The Bidders are required to obtain necessary clearances and permits as required for setting up the Wind Power Projects.

### **3.9. Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)**

The Bidder shall provide the following Bank Guarantees to MSEDCL in a phased manner as follows:

- i. **Earnest Money Deposit (EMD) of Rs. 10 lakh / MW per Project** in the form of Bank Guarantee along with RfS according to Format 6.3 A and valid for 06 months from the last date of bid submission 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.

The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed at Annexure-B in favor of MSEDCL.

- ii. **Performance Bank Guarantee (PBG):** The bidders selected by MSEDCL, based on this RfS shall submit the Performance Bank Guarantee (PBG) of Rs. 30 Lakh/MW according to the Format 6.3 B, issued in favor of MSEDCL, with a validity period upto 6 months from Scheduled Commercial Operation Date, 2 days prior to signing of PPA. The Bidder shall furnish the Performance Bank Guarantees (PBGs) from any of the Banks listed at Annexure-B to MSEDCL.
- iii. The format of the Bank Guarantees prescribed in the Formats 6.3 A (EMD) and 6.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed by MSEDCL.
- iv. The successful bidders are required to sign PPA with the MSEDCL within 1 month after the date of issue of LoA. Subsequent extension in this timeline shall be finalized and agreed by MSEDCL. In case, MSEDCL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Section 3.11 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.
- v. If the Successful Bidder fails to achieve Financial Closure as prescribed in Clause 3.13, the MSEDCL shall encash the Performance Bank Guarantee (PBG) unless the delay caused due to a Force Majeure. An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Wind Power Generator, upon submission of a fresh Performance Bank Guarantee (PBG) with the same conditions,

value and validity as stated in Section 3.9.ii above.

- vi. Bank Guarantees have to be executed on non-judicial stamp paper of Rs. 200.
- vii. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the bidder.
- viii. In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-A has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- ix. After the bidding process is over, MSEDCL shall release the Bank Guarantees towards EMD of the unsuccessful Bidders/project capacities within 30 days of the date of issue of LoA to selected bidders.
- x. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by MSEDCL to the successful Bidder.

### **3.10. Forfeiture of EMD:**

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

- i. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of the bid;
- ii. In case, MSEDCL offers to execute the PPA with the Selected Bidder and if the selected bidder does not submit the requisite documents as per Section 3.11;
- iii. If after date of issue of LOA, it is found that the documents furnished by the bidder during RfS are misleading or misrepresented in any way and that relevant facts have been suppressed;
- iv. If the bidder fails to furnish required Performance Bank Guarantee in accordance with Section 3.9

### **3.11. Power Purchase Agreement**

1. A copy of Power Purchase Agreement, to be executed between MSEDCL and the successful bidder or it's 100% subsidiary Special Purpose Vehicle (SPV), The PPA shall be signed with the tariff rate for the contracted power as quoted by the bidder in the "Price Bid" or that arrived after e-Reverse Auction. The PPA shall be signed within 1 month from the date of issue of Letter of Award (LoA). PPA will be executed between MSEDCL and selected bidders. The PPAs shall be valid for a period of 25 years from the date of COD (for the proposed projects) or for balance Useful life (Balance Useful Life of the Project shall not be less than one year) of the Wind power project (For already commissioned projects).
2. Before signing of PPA between MSEDCL and the selected Bidders, MSEDCL will verify the documents furnished by the Bidders at the time of submission of response to RfS including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Bidders will also be required to furnish the documentary evidence for meeting the RfS Qualification requirements.
3. The successful bidders shall be free to operate their projects after expiry of 25 years from the

COD of the project if other conditions like land lease etc., permits. However, any extension of the PPA period beyond 25 years from the COD (for the proposed projects) and for balance Useful life (Balance Useful Life of the Project shall not be less than one year) of the wind (For already commissioned projects) shall be through mutual agreements between the successful bidder and MSEDCL.

### **3.12. Capacity Utilisation Factor (CUF):**

#### **3.12.1 Criteria for generation:**

The power producer will declare the CUF of their project at the time of PPA and will be allowed to revise the same once within first year of COD. The declared CUF shall in no case be less than 22% over a year. They shall maintain generation so as to achieve CUF in the range of  $\pm 10\%$  of their declared value during PPA duration. The lower limit will, however, be relaxable by MSEDCL to the extent of grid non-availability for evacuation which is beyond the control of the developer.

#### **3.12.2 Shortfall in minimum generation:**

During PPA, if for any year, it is found that the developer has not been able to generate minimum energy corresponding to the lower limit of CUF declared by the developer, such shortfall in performance shall make developer liable to pay the compensation to MSEDCL. This will, however be relaxed by MSEDCL to the extent of grid non-availability for evacuation, which is beyond the control of the developer. The amount of such penalty will be in accordance with the terms of the PPA under Clause 5.5.2. This compensation shall be applied to the amount of shortfall in generation during the year. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with successful bidder affecting supply of wind power by seller/power producer.

#### **3.12.3 Excess Generation:**

In case the availability is more than the maximum CUF specified, the Wind Power Generator will be free to sell it to any other entity provided first right of refusal will vest with the Procurer. In case the Procurer purchases the excess generation, excess generation over and above 10% of declared annual CUF, the same may be done at 75% of the PPA tariff.

#### **3.12.4 Repowering:**

The wind Power Generators will be free to re-power their plants from time to time during the PPA duration. However, the MSEDCL will be obliged to buy power only within the range of CUF, specified in the PPA. Any excess generation will be dealt as specified in clause 4.3 of these Guidelines.

### **3.13. Financial Closure or Project Financing Arrangements**

The Project Developer shall report tie-up of Financing Arrangements for the projects within 7 months the date of signing of PPA. Accordingly the successful bidder shall furnish the following documents within 7 months the date of signing of PPA.

- a) Submit power evacuation / connectivity agreement of successful bidder with

## CTU/STU/DISCOM

- b) Evidence of clear possession of required land along with the following documentary evidences:
  - i. Ownership right or lease hold rights or right to use from state nodal agency for entire duration of the project in the name of successful bidder and possession of 100% of the area of land required for the project. The land used from project on lease-hold basis or right-to-use basis will be accepted only in case of Govt. Land.
  - ii. Sworn affidavit from the authorized person of the successful bidder listing the details of the land and certifying total land required for the project under clear possession of the successful bidder.
  - iii. Developer and/ or Transfer Permission issued by State Nodal agency/MEDA.
  - iv. Copy of key plan drawing showing survey number, plot number, point of installation of wind farm with capacity.

If the Project Developer fails to tie-up Financing Arrangement for the projects within 7 months as prescribed above or if the Project Developer fails to report such tie-up then the MSEDCL shall forfeit the Performance Bank Guarantee (PBG) unless the delay is on account of delay caused due to a Force Majeure.

An extension for the attainment of the financial closure can however be considered by the MSEDCL, on the sole request of the Wind Power Generator, upon submission of a fresh Performance Bank Guarantee (PBG) with the same conditions, value and validity as stated in Section 3.9.ii above.

### **3.14. Commissioning and Penalty for Delay in commissioning**

The Projects shall be commissioned within a period of 18 (eighteen) months from the date of execution of the PPA, in line with the Procedure elaborated in PPA document.

Commissioning certificates shall be issued by RLDC/ SLDC/ DISCOM after successful commissioning WTGs/ Project.

The Project shall be commissioned by the Scheduled Commercial Operation Date. In case of failure to achieve this milestone, MSEDCL shall forfeit the Performance Bank Guarantee (PBG) in the following manner:

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

- c) In case, the Commissioning of the Project is delayed beyond this period as mentioned in section (b) above, the PPA capacity shall stand reduced / amended to the Capacity Commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity.

### **3.15. Commercial Operation Date (COD):**

Commercial Operation Date with respect to the Project / Wind Turbine Generator shall mean the date on which the Project/ Wind Turbine Generator(s) is commissioned (certified by RLDC/SLDC/DISCOM) and available for commercial operation. The Successful Bidders shall have to provide a written notice to MSEDCL at least 30 days in advance for the same.

### **3.16. Minimum Paid up Share Capital to be held by Project Promoter**

- a) The Company developing the project shall provide complete information in their bid in reference to RfS about the Promoters and their shareholding in the company indicating the controlling shareholding before signing of PPA with MSEDCL.
- b) No change in the shareholding of the Bidding Company or Bidding Consortium developing the Project shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- c) After execution of PPA, the controlling shareholding (controlling shareholding shall mean more than 51% of the voting rights and paid-up share capital) in the Company/Consortium developing the project shall be maintained for a period of (1) one year after commencement of supply of power. Thereafter, any change can be undertaken under intimation to MSEDCL. Transfer of controlling the shareholding within the same group of companies will however be allowed after CoD, with the permission of MSEDCL, subject to the condition that, the management control remains within the same group of companies.
- d) In the event of Change in Shareholding / Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) shall be deposited by power producer/bidder to MSEDCL. However, the new entity should be of the same financial strength as the Successful Bidder.

### **3.17. Structuring of the Bid selection process**

Single stage, double envelope bidding followed by reverse auction has been envisaged under this RfS. Bidders have to submit both Technical bid and Financial bid (fixed tariff) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Section 3.18 & 3.21.



### 3.18. Instructions to Bidders for structuring of bid proposals in Response to RfS

Bidders including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Detailed Instructions to be followed by the bidders for online submission of response to RfS as stated at Annexure – C and Annexure-D.

Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

1. Covering Letter as per **Format 6.1**.
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached here to as **Format 6.2**.

In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this section. Provided that, such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

3. Earnest Money Deposit (EMD) in the form as per **Format 6.3 A**.
4. Performance Bank Guarantee (to be submitted before signing of PPA as specified in Section 3.9) in the form as per **Format 6.3 B**
5. Board Resolutions, as per prescribed formats enclosed as **Format 6.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
  - a) Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects, to sign the PPA with the MSEDCL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement
  - b) Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
  - c) Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
6. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 6.5** along with Board resolution from each Member of the Consortium for participating in Consortium.

7. Bidder shall ensure that the technology to be adopted shall be commercially established technology as per the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) (Refer NIWE website) and is under operation for at least one year. Final details of the same shall be submitted within 07 months from the date of signing of PPA.
8. Tie-up of Financing Arrangements for the projects within 7 months from the date of signing of PPA.
9. **Format 6.6:** Format for Disclosure.
10. Attachments
  - a) Memorandum of Association, Section of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to generation and sale of Power/ Energy/ Renewable Energy/ Wind Power plant development.
  - b) In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
  - c) Certificate of Incorporation of Bidding Company / all member companies of Bidding Consortium.
  - d) A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant/ Company Secretary/ Appropriate Authority as on a date within one week prior to the last date of bid submission.
  - e) Documents containing information about the Promoters and their shareholding in the Company (as on a date within one week prior to the last date of bid submission) to MSEDCL indicating the controlling shareholding at the stage of submission of response to RfS to MSEDCL as per Section 3.16. MSEDCL reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.
  - f) Certified copies of annual audited accounts for the last financial year, i.e. 2016-17 as applicable shall be required to be submitted; OR in case the Bidder is a newly formed company, then the certificate issued by a Chartered Accountant/ Appropriate Authority with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statement supported with bank statement (if available) shall be required to be submitted.
  - g) Certificate from Chartered Accountants/ Appropriate Authority, certifying the Net worth of the bidder per MW of quoted capacity as on 31<sup>st</sup> March, 2017.

### **3.19. Important notes and instructions to Bidders**

- a) 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.

- b) The Bidders shall be shortlisted based on the declarations made by them in relevant provisions of RfS. The documents submitted online will be verified before signing of PPA.
- c) If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, MSEDCL reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee provided up to that stage shall be forfeited. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- d) If the event specified at (c) above is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- e) Response submitted by the Bidder shall become the property of the MSEDCL and MSEDCL shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Section 3.9 (ix).
- f) All documents of the response to RfS (including RfS, PPA and all other documents uploaded on [www.tcil-india-electronictender.com](http://www.tcil-india-electronictender.com) part of this RfS) submitted online must be **digitally signed** by the person authorized by the Board as per Format 6.4.
- g) The response to RfS shall be submitted as mentioned in Section 3.21. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, MSEDCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- h) The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the **relevant Bid-part** is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
- i) 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.
- j) Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- k) Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by MSEDCL.
- l) Response to RfS not submitted in the specified formats will be liable for rejection by MSEDCL.
- m) Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- n) Non submission and/or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of MSEDCL of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- o) Only MERC and/ or Bombay High Court shall have exclusive jurisdiction in all matters pertaining to this RfS.

### **3.20. Non-responsive Bid**

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

Any of the following conditions shall cause the Bid to be “Non-responsive”:

- a) Non submission of Cost of RfS and/or Processing fee as mentioned in the Bid Information Sheet.
- b) Non-submission of EMD in acceptable form along with RfS document.
- c) Response to RfS (offline as well as online) not received by the due date and time of bid submission;
- d) Non submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part offline before due date and time of submission of bid;
- e) Non submission of the original documents mentioned at Section 3.21.A by due date and time of bid submission;
- f) Any indication of tariff in any part of response to the RfS, other than in the financial bid.
- g) Data filled in the Electronic form of financial bid (Second envelope), not in line with the instructions mentioned in the same electronic form.
- h) In case it is found that the Bidding Company including Ultimate Parent Company / Parent Company/ Affiliate / Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.
- i) Conditional bids shall be summarily rejected.

### **3.21. Method of Submission of Response to RfS by the bidder**

#### **A. Documents to be submitted Offline (in Original)**

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

Bidding Envelope: Super scribed as “Bidding Envelope containing Covering Envelope, Pass Phrase Envelope 1 & Pass Phrase Envelope -2” at the top of the Envelope and “Name & Address of the Bidder” on the left hand side bottom must contain the following:

- a) Covering Envelope: Super scribed as “Covering Envelope Containing Cost of RfS Document, Processing Fee, Bank Guarantee towards EMD, and Covering Letter, Power

of Attorney (if applicable), Consortium Agreement (if applicable), Board Resolution ”must contain the following:

- i. DD/Pay order towards Cost of RfS Document as mentioned in Bid Information Sheet.
  - ii. Processing Fee in the form DD/Pay Order as mentioned in the Bid Information Sheet.
  - iii. Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 6.3A). One EMD may be submitted for the cumulative capacity quoted by the bidder.
  - iv. Covering Letter as per Format 6.1
  - v. Power of Attorney as per Format 6.2 (if applicable)
  - vi. Board Resolution as per Format 6.4
  - vii. Consortium Agreement as per Format 6.5 (if applicable)
  - viii. Letter for Disclosure, as per format 6.6:
- b) **Pass-Phrase Envelope-1:** Containing Pass Phrase for Technical Bid duly stamped and signed by the authorized signatory in sealed envelope.
  - c) **Pass-Phrase Envelope-2:** Containing Pass Phrase for Financial Bid duly stamped and signed by the authorized signatory in sealed envelope.

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

<i>Response to RfS for procurement of 500 MW of Power from Grid- Connected Wind Power Projects</i>	
<i>Cumulative Capacity of the project applied for</i>	_____MW
<i>No. of Locations Bid for</i>	
<i>RfS Reference No.</i>	
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	<b>Chief Engineer (Power Purchase) Maharashtra State Electricity Distribution Co. Ltd. Office of the Chief Engineer (Power Purchase) “Prakashgad”, 5th Floor, Station Road, Bandra (E), Mumbai -400 051.</b>

**B. Documents to be submitted Online**

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

filling the form. If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted shall be forfeited and the EMD(s) shall be returned.

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

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 authorized person as mentioned below.
- ii. Formats- 6.1, 6.2 (if applicable), 6.3 A, 6.4, 6.5 (if applicable), 6.6;
- iii. All supporting documents regarding meeting the eligibility criteria
- iv. The bidder will have to fill the Electronic Form provided at the <https://www.tcil-india-electronictender.com>, portal as part of Technical Bid.

b) **“Financial Bid (Second Envelope)”**

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

- i. Covering letter as per Format-6.7 of this RfS document;
- ii. Only single tariff bid for all the Projects shall have to be filled online in the Electronic Form provided at the <https://www.tcil-india-electronictender.com> portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation; else the bid shall be considered as non-responsive.

**Important Note:**

- i. The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
- ii. Wherever mentioned, the Bidder must clearly indicate the Category under which the respective Project is being proposed. In case of any discrepancy, the Bid will be liable for rejection.
- iii. In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- iv. All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

**3.22. Validity of the Response to RfS**

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

mentioned validity requirement.

### **3.23. Bid Preparation cost**

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

### **3.24. Clarifications/Pre Bid meeting/ Enquires/ Amendments**

- i. Clarifications / Doubts, if any, on RfS document may be emailed and/or through <https://www.tcil-india-electronictender.com.ncetendersedcl@gmail.com>
- ii. MSEDCL will make effort to respond to the same in Pre Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and MSEDCL's response will be uploaded in the website <https://www.tcil-india-electronictender.com>. if necessary, amendments, clarifications, elaborations shall be issued by MSEDCL which will be notified on MSEDCL web site. No separate reply/intimation will be given for the above, elsewhere.
- iii. A Pre Bid Meeting shall be held as mentioned in the Bid Information sheet

### **3.25. 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.

**SECTION 4: BID EVALUATION AND  
SELECTION OF PROJECTS**



## **Section 4 Bid evaluation methodology and selection of Projects**

### **4.1. Bid Evaluation**

- 1) Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section 3 of this RfS.
- 2) To ensure competitiveness, the minimum number of qualified Bidders should be two. If the number of qualified bidders is less than two, even after three attempts of bidding, and MSEDCL still wants to continue with the bidding process, the same may be done with the consent of Maharashtra Electricity Regulatory Commission.
- 3) The detailed evaluation procedure and selection of bidders are described in subsequent sections in this Section.

### **4.2. Techno-commercial Evaluation of bidders**

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

- i. The first envelope (Technical Bid submitted online) of only those bidders will be opened by MSEDCL whose required documents as mentioned at Section 3.21.A are received at MSEDCL office on or before the due date and time of bid submission.
- ii. Documents (as mentioned in the previous Section) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.
- iii. Subject to Section 3.20, MSEDCL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, MSEDCL may seek clarifications / additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by MSEDCL within 3 days from the date of such intimation from MSEDCL. All correspondence in this regard shall be made through email or <https://www.tcil-india-electronictender.com>. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. MSEDCL shall not be responsible for rejection of any bid on account of the above.
- iv. The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per RfS.

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

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

- i. The bidders including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit bid (single application) quoting a tariff per kWh for the project. Tariff can be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is Rs. 3.337, then it shall be considered as Rs. 3.33).
- ii. In this step, evaluation will be carried out based on tariff quoted by the Bidders.
- iii. On completion of Techno-commercial bid evaluation, if it is found that the total aggregate capacity of the Wind Power Projects short-listed is lower than or equal to 500 MW, then the procedure as elaborated in **Section 4.3** shall be followed.

Note: In case of each category, on completion of Techno-commercial bid evaluation, if it is found that only one bidder is eligible, opening of the financial bid of the bidder will be at the discretion of MSEDCL. Thereafter MSEDCL will take appropriate action in consultation with MERC.

- iv. If the first-round tariff quoted is same for two or more bidders, then all the bidders with same tariff shall be considered of equal rank/ standing in the order.
- v. All bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n as mentioned in Section 4.3).
- vi. Ranking of bidders after Financial Bid Evaluation: In case of financial bids received from all bidders are in the form of tariff, ranking of bidders shall be done accordingly. For example:

BIDDER	SUBMITTED FINANCIAL BID	RANKING
B8	RS. 2.30 (TARIFF IN RS./KWH)	L1
B5	RS. 2.70 (TARIFF IN RS./KWH)	L2
B1	RS. 2.80 (TARIFF IN RS./KWH)	L3
B4	RS. 2.80 (TARIFF IN RS./KWH)	L3
B2	RS. 3.00 (TARIFF IN RS./KWH)	L4
B3	RS. 3.30 (TARIFF IN RS./KWH)	L5
B7	RS. 3.50 (TARIFF IN RS./KWH)	L6

B6	RS. 3.60 (TARIFF IN RS./KWH)	L7
B10	RS. 3.90 (TARIFF IN RS./KWH)	L8
B9	RS. 4.00 (TARIFF IN RS./KWH)	L9
B11	RS. 4.00 (TARIFF IN RS./KWH)	L9

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

1. The reverse auction shall be conducted on <https://www.tcil-india-electronictender.com>. Website. Reverse Auction shall be carried out as specified in “Bid Information Sheet” of this RfS.
2. The bucket of the capacity to be considered in the price auction process will be based on the installed capacity which needs to be submitted by the bidder while filing the Online Bid.
3. Shortlisted bidders for Reverse Auction will be able to login into the <https://www.tcil-india-electronictender.com>. website of reverse auction 15 minutes before the start time of reverse auction.
  - a) During the 15 minutes prior to start of reverse auction process, the respective tariff along with the total project capacity of the bidder shall be displayed on its window.
  - b) The minimum decrement value for tariff shall be Rs. 0.01 per kWh. The bidder can mention its revised tariff which has to be at least 01 (one) paisa less than its current tariff.
  - c) Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value mentioned in the previous section. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
  - d) During Reverse Auction, the bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.
  - e) In the bidder’s bidding window, the following information can be viewed by the bidder:
    1. Its tariff as their initial start price and there after last quoted tariff along with project capacity for which the bidder is qualified;
  - f) The initial auction period will be of 60 mins (sixty minutes) with a provision of auto extension by eight minutes from the scheduled/extended closing time if any fresh bid is received in last eight minutes of auction period or extended auction period. If no valid bid is received during last eight minutes of auction period or extended auction period, then the reverse auction process will get closed.

#### 4.4. Selection of Successful Bidders

1. The bidders shall be selected in the ascending order with lowest quoted tariff (being L1) till the capacity is exhausted.
2. The lowest quoting bidder will be allotted its qualified project capacity and then, next higher bidder will be allotted its qualified project capacity and so on, till the total capacity (i.e. 500

MW) is exhausted.

3. In case of the last selected bidder, if the balance project capacity is less than the total project capacity mentioned by the bidder, then the balance capacity shall be awarded to the bidder till the total capacity (i.e. 500 MW) is exhausted. (Note: It will be mandatory for the last selected Bidder to accept the last Project capacity offered by MSEDCL, which may be less than the capacity quoted by him). However, the bidder who has submitted the bid for Project with more than one locations, may intimate MSEDCL about its revised location details within two working days after e- Reverse Auction event and the same shall be considered by MSEDCL to allot the projects before issuance of LoA.
4. In case of tie, among two or more bidders (i.e. their last quoted tariff being the same) they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others.
5. In the above case (as mentioned in previous section), if the time of quote also become exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow:

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

Step – 2: Ranking will be done based on draw of lots.

6. At the end of selection process, a letter of Award (LOA) will be issued to all the successful bidders. In case Consortium being selected as successful bidder, the LOA shall be issued to the Lead Member of the Consortium.
7. In all cases, MSEDCL's decision regarding selection of bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.  
Also, MSEDCL shall reserve the right to short close the capacity lower than 500 MW at its discretion if prices are abruptly high.

## **SECTION 5: OTHER PROVISIONS**

## **Section 5 Other Provisions**

### **5.1. General Design of the Facility:**

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

The Bidder shall ensure that the Facility at all times (Applicable for Intra-State Projects only):

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

### **5.2. Role of State Nodal Agency -**

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

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

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

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

Upon application for Connectivity as per MERC / CERC Regulations, STU / CTU shall coordinate with the concerned agencies for grant of connectivity.

**SECTION 6: FORMATS FOR BID  
SUBMISSION**

## **Section 6: Formats for Bid Submission**

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 3.6, 3.16, 3.18 of Section 3 and other submission requirements specified in the RfS.

- a) Format of Covering Letter (Format 6.1)
- b) Format for Power of Attorney (Format 6.2)
- c) Format for Earnest Money Deposit (EMD) (Format 6.3 A) **iv**) Format for Performance Bank Guarantee (Format 6.3 B) **v**) Format for Board Resolutions (Format 6.4)
- d) Format for the Consortium Agreement (Format 6.5)
- e) Format for Disclosure (Format 6.6)
- f) Format for submission of financial bid (Formats 6.7)
- g) Technical Requirements for Grid Connected Wind Power Projects (Annexure - A)
- h) Check List for Bank Guarantees (Annexure-B)
- i) List of Banks (Annexure-C)
- j) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-D)
- k) Terms & Conditions of Reverse Auction Procedure (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#

To

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

PURCHASE OF POWER FROM 500 MW GRID CONNECTED WIND POWER  
PROJECTS THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY REVERSE E-  
AUCTION)

Dear Sir,

We, the undersigned ..... [insert name of the 'Bidder'] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years from the date of COD (for the proposed projects) or for balance Useful life (Balance Useful Life of the Project shall not be less than one year) of the Wind power project (For already commissioned projects) of the project/ WTG to MSEDCL and hereby submit our response to RfS. We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 6.6 under Disclosure). We are submitting application for the development of following Wind Power Project:-

	<i>Capacity (MW)</i>	<i>Location of Project (Village, Taluka, District.)</i>	<i>Sub-station Details</i>
01			
02			
03			

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

Note 2. Delete/Insert the rows as applicable, and number the Projects and envelopes accordingly)

1. We give our unconditional acceptance to the RfS dated -----and PPA.  
In token of our acceptance to the RfS, and PPA along with the amendments and clarifications issued by MSEDCL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS, and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within 18 months from the date of execution of PPA.
2. Earnest Money Deposit (EMD): - (Please read Section 3.9 carefully before filling) We have enclosed EMD of Rs... (Insert Amount) in the form of bank guarantee no..... [Insert bank guarantee number] dated ..... [Insert date of bank guarantee] as per Format 6.3A from ..... [Insert name of bank providing bank guarantee] and valid up to.....in terms of Section 3.9 of this RfS. The total capacity of the Wind Power Project offered by us is ..... MW
3. We hereby declare that in the event our Project get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the selected Projects within due time as mentioned in Section 3.9 , respectively on issue of LOA by MSEDCL for the selected Projects and/or we are not able to sign PPA with MSEDCL within 01 month from date of issue of LOA or as intimated by MSEDCL, MSEDCL shall have the right to forfeit the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
4. We have submitted our response to RfS strictly as per Section – 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. We hereby declare that during the selection process, in the event our Project happens to be the last Project and MSEDCL offers a capacity which is less than our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.
6. Acceptance  
We hereby unconditionally and irrevocably agree and accept that the decision made by MSEDCL in respect of any matter regarding or arising out of the RfS shall be binding

on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

7. Familiarity with Relevant Indian Laws & Regulations:
8. 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.
9. In case of our selection as the Successful bidder and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our 100% subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with MSEDCL, committing total equity infusion in the SPV as per the provisions of RfS.
10. We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity within the period of 3 months from the date of signing of PPA. In the event of delay in commissioning, the provisions of Section 3.14 of the RfS/ relevant articles of PPA shall be applied on such projects. Further, the project shall not be considered as commissioned unless the connectivity with STU / C T U/DISCOM grid is established, SNA/MEDA registration certificate and RLDC/SLDC/DISCOM issues certificate of commissioning. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
11. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from MSEDCL.
12. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
13. We confirm that all the terms and conditions of our Bid are valid up to \_\_\_\_\_ (*Insert date in dd/mm/yyyy*) for acceptance (i.e. a period of one hundred eighty (180) days from the last date of submission of response to RfS).
14. Contact Person

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

:.....  
Designation : .....  
Company : .....  
Address : .....  
Phone Nos. : .....  
Mobile Nos. : .....  
Fax Nos. : .....

E-mail address:.....

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

Dated the \_day of \_ 20...

Thanking you, Yours faithfully,

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

**FORMAT-6.2**

*(Applicable only in case of Consortiums)*

**FORMAT FOR POWER OF ATTORNEY**

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

**POWER OF ATTORNEY**

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s.....having its registered office at ....., .....,and M/s ..... having its registered office at ....., (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named ..... (insert name of the Consortium if finalized) (hereinafter called the ‘Consortium’) vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of .....and having its Registered /Head Office at .....as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No. MSEDCL / Competitive / 500 MW / Wind dated.....We also authorize the said Lead Member to undertake the following acts:

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

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

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

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

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

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

(Name Designation Place:

Date:)

Accepted----- (Signature,

Name, Designation and Address

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

Attested

-----

(Signature of the executant)

-----

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

Place:-----

Date:-----

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

## FORMAT- 6.3 A

### Format for Earnest Money Deposit

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

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

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project/Projects of the cumulative capacity of 500 MW [Insert cumulative Project capacity proposed] for Procurement of up to ----- MW of Power from grid- Connected Wind Power Projects for long term basis, in response to the RfS No. MSEDCL/Competitive/ 500 MW/ Wind dated ----- issued by MSEDCL and MSEDCL considering such response to the RfS of .....[insert the name of the Bidder] as per the terms of the RfS, the \_\_\_\_\_[insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to MSEDCL at [Insert Name of [Insert the Place from the address of MSEDCL] forthwith on demand in writing from MSEDCL or any name of Officer authorized by it in this behalf, any amount up to and not exceeding Rupees -----[Insert the amount not less than that derived on the basis of Rs. 10 Lakhs per MW of cumulative capacity Bidder] proposed, only, on behalf of M/s. .

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_ [insert date of

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

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_ [insert date of validity in accordance with Section 3.9 of this RfS]. MSEDCL shall be entitled to invoke this Guarantee till \_\_\_ [insert date of validity in accordance with Section 3.9 of this RfS].

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

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

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

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. (Rs. \_\_\_ only) and it shall remain in force until \_ [Date to be inserted on the basis of Section 3.9 of this RfS]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if MSEDCL serves upon us a written claim or demand.



Signature \_\_\_\_\_ Name \_\_\_\_\_ Power of Attorney No. \_\_\_\_\_

For

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

E-mail ID of the bank:

Banker's Stamp and Full

Address. Dated this day of

\_\_\_\_\_, 20 \_\_\_\_\_

## FORMAT- 6.3 B

### Format for Performance Bank Guarantee for Wind Power Project

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

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Wind Power Developer) submitting the response to RfS inter alia for selection of the Project of the capacity of ..... MW, at .....[Insert name of the place] FOR PURCHASE OF POWER FROM 500 MW GRID CONNECTED WIND POWER PROJECTS THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY REVERSE E-AUCTION), in response to the RfS dated -----issued by Maharashtra State Electricity Distribution Co. Ltd.(hereinafter referred to as MSEDCL) and MSEDCL considering such response to the RfS of .....[insert the name of the selected Wind Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Wind Power Project of the Wind Power Developer and issuing Letter of Intent No --

----- to (Insert Name of selected Wind Power Developer) as per terms of RfS and the same having been accepted by the selected bidders resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Wind Power Developer or a Project Company, M/s ----- . As per the terms of the RfS, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to MSEDCL at [Insert Name of the Place from the address of the MSEDCL] forthwith on demand in writing from MSEDCL or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s [Insert name of the selected Wind Power Developer / Project Company]

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

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

Our Guarantee shall remain in force until..... MSEDCL shall be entitled to invoke this Guarantee till .....

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

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

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

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. .... only and it shall remain in force till .....

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

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Power of Attorney No. \_\_\_\_\_

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

E-mail ID of the bank:

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

Witness:

1. .... Signature

Name and Address

2. .... Signature

Name and Address

Notes:

The Stamp Paper should be in the name of the Executing Bank and of appropriate value.

The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks mentioned in draft PPA.

## 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. MSEDCL/Competitive/ ----- MW/ Wind dated ----- for PURCHASE OF POWER FROM ----- MW GRID CONNECTED WIND 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 Maharashtra State Electricity Distribution Co. Ltd.(MSEDCL), representing us in all matters before MSEDCL, and generally dealing with MSEDCL in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**
2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

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

**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)**

And

**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.

RfS No. MSEDCL / Competitive / 500MW / Wind dated ----- issued by Maharashtra State Electricity Distribution Company Ltd (MSEDCL) a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 as applicable, and having its Registered Office at \_\_\_\_\_or \_\_\_\_\_constituted under WHEREAS, each Member individually shall be referred to as the “Member” and all of the Members shall be collectively referred to as the “Members” in this Agreement.

WHEREAS MSEDCL desires to purchase power FROM ----- MW GRID CONNECTED WIND 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 WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding

Consortium do hereby mutually agree as follows:

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

<b>Name</b>	<b>Percentage</b>
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 Laws of India and courts at [ ---- ] alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder..
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of MSEDCL in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by MSEDCL.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of MSEDCL.
15. This Agreement
  - a. has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
  - b. sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
  - c. may not be amended or modified except in writing signed by each of the Members and with prior written consent of MSEDCL.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA..

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

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

-----

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

Witnesses:

1) Signature-----

Name: Address

2) Signature -----

Name: Address

For M/s-----[Member 2]

-----

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

Witnesses:

1) Signature -----

Name: Address:

2) Signature -----

Name: Address:

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

-----

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

Witnesses:

1) Signature -----

Name: Address:

(2) Signature -----

Name: Address:

\_\_\_\_\_  
Signature and stamp of Notary of the place of execution

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

## **FORMAT- 6.6**

### **Format for Disclosure**

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

#### **Disclosure**

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. MSEDCL / Competitive / 500MW / Wind dated ----- and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

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

*(Signature & Name of the person Authorized By the board) Date:*

**FORMAT- 6.7**

**FINANCIAL PROPOSAL**

**Covering Letter**

**(On Bidder's letter head)**

[Date and Reference]

To,

**Chief Engineer (Power Purchase)**

**“Prakashgad”, 5th Floor, Station Road, Bandra (E), Mumbai**

**Sub: Response to RfS FOR PURCHASE OF POWER FROM 500 MW GRID CONNECTED WIND POWER PROJECTS THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY REVERSE E-AUCTION)**

Dear Sir,

I/ We, \_\_\_\_\_-enclose herewith the Financial Proposal for Selection of my / our firm for a cumulative capacity of \_\_\_ MW as Bidder for above. I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

Note:

1. There can be only one tariff. If the bidder quotes two tariffs, then the bid shall be considered as non-responsive.
2. If the bidder submits the financial bid in the Electronic Form at <https://www.tcil-india-electronictender.com>. not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.
3. Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be considered as non-responsive and summarily rejected.
4. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
5. The tariff should be mentioned up to two places of decimal only.
6. *The Financial bid is not to be mentioned anywhere other than the Electronic Form and only the financial bid mentioned in the Electronic form will be considered for further evaluation*

Authorized Signatory

Name: Designation

Name of the Firm/Consortium Address

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

<b>Sl. no.</b>	<b>Details of Checks</b>	<b>Yes/No</b>
1.	Is the BG on non-judicial Stamp paper of Rs. 200	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No/Signing Power no. on the BG?	
5.	Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	Are the factual details such as Bid Document No./Specification No./LOA No.(if applicable)/Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

## **Annexure – B: List of Banks**

All nationalized banks

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

### **General**

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

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

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

### **Instructions**

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

##### Sealed Bid System

Single Stage Two Envelope

##### Auction

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

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)-Class II and above.

2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA



6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
  - a. Query to MSEDCL (Optional)
  - b. View response to queries posted by MSEDCL
8. Bid-Submission on ETS
9. Respond to MSEDCL Post-TOE queries
10. Participate in reverse auction if invited

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

### **Digital Certificates**

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

### **Registration**

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

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

### **Important Note:**

1. Interested bidders have to download official copy of the RfS & other documents after login into the ETS Portal of <https://www.tcil-india-electronictender.com>.. If the official copy of the documents is not downloaded from ETS Portal of <https://www.tcil-india-electronictender.com>. within the specified period of downloading of RfS and other documents,

bidder will not be able to participate in the tender.

2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.
3. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
<b>Telephone/ Mobile</b>	<i>Customer Support: +91-11- 26241790(multiple lines) Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792</i>
<b>Email-ID</b>	<i>ets_support@tcil-india.com [Please mark CC: <a href="mailto:support@electronic tender.com">support@electronic tender.com</a>]</i>

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

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

- Submission of Bid-Parts**
  - Envelope I (Technical-Bid)
  - Envelope II (Financial-Bid)
- Submission of digitally signed copy of Tender Documents/ Addendum**

In addition to the above, the bidders are required to submit certain documents physically offline also as per Section 3.21 A, failing which the technical bids will not be opened.

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

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

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

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

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

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

**The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the ‘Time Locked Electronic Key Box (EKB)’ after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid, if required as per Rfs Document.** The process of submission of this Pass-Phrase in the ‘Time Locked Electronic Key Box’ is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the MSEDCL.

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

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

### **Other Instructions**

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

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

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

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

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class II or above well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
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. 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 with good configuration (Min PIV, 1 GB RAM, Windows 7 and above)
- Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)



## **Annexure – D: TERMS & CONDITIONS OF REVERSE AUCTION**

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

1. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to TCIL.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, such bids would be considered non-responsive and would be rejected by MSEDCL.
7. The Bidder shall not divulge either his Bids or any other exclusive details of MSEDCL to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
  - a. Bidders may note that, although extension time is ‘8’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute posting of the Financial Bid during reverse auction.
  - b. Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of MSEDCL, bid process, bid technology, bid documentation and bid details.

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

10. For access to the Reverse Auction site, the following URL is to be used: <https://www.tcil-india-electronictender.com>.

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

### **BUSINESS RULES OF REVERSE AUCTION**

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

The following would be parameters for e-Reverse Auction:

<b>Sl. No.</b>	<b>Parameter</b>	<b>Value</b>
1.	Date and Time of Reverse-Auction Bidding Event	Please refer Bid Information Sheet
2.	Duration of Reverse-Auction Bidding Event	60 minutes

3.	Automatic extension of the 'Reverse-Auction	Yes
----	---	-----

<b>Sl. No.</b>	<b>Parameter</b>	<b>Value</b>
	closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	
3.1	Pre-defined Time-Duration	8 minutes
3.2	Automatic extension Time-Duration	8 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff Quoted by the bidders in Financial Bid (Second Envelope)

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

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

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

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

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

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