SECTION A

Request For Qualification

for

Procurement of 2500 MW RTC Power for a period of 25 years

RfQ No. MSEDCL/RE RTC/Phase-1/25-26/001/dated 02/01/2026

ISSUED BY

Maharashtra State Electricity Distribution Company Limited (MSEDCL),
Renewable Energy Section,
5th Floor, Prakashgad", Bandra (East), Mumbai - 400 051
Website: www.mahadiscom.in

BID INFORMATION SHEET

1. The brief details of the bid documents are as under:

(A)	**NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB**	Request For Qualification for Procurement of 2500 MW Round-The-Clock(RTC) Power for **a period of 25 years** by MSEDCL under Tariff-based Competitive Bidding.
(B)	**Bid NO. & DATE**	MSEDCL/RE RTC/Phase-1/25-26/001/dated 02/01/2026
(C)	**TYPE OF BIDDING SYSTEM**	Single Stage Bidding with Two Envelopes
(D)	**TYPE OF TENDER**	E – Tender
(E)	**COMPLETION/ CONTRACT PERIOD**	As mentioned in RfQ and RfP Document
(F)	**DOCUMENT FEE/ COST OF Bid DOCUMENT (NON-REFUNDABLE)**	Amount of INR 29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST shall be submitted through NEFT/ RTGS transfer in the account of MSEDCL.
(G)	**DOCUMENT PROCESSING FEE (NON- REFUNDABLE)**	Rs. 15 Lakh + 18% GST for total Project capacity quoted by each bidder, shall be submitted through NEFT/RTGS transfer in the account of MSEDCL.
(H)	**EARNEST MONEY DEPOSIT (EMD)**	Amount of INR Rs 1,00,000 (Indian rupees One Lakh only) per MW shall be submitted in the form of Bank Guarantee/POI.
(I)	**PERFORMANCE BANK GUARANTEE**	Bidders selected by MSEDCL based on this RfQ and RfP documents shall submit Performance Bank Guarantee (PBG) for a value @ **INR 5,00,000/-** (Rupees Five Lakhs only per MW), prior to signing of PPA as per terms of RfQ and RfP documents. **Payment on Order Instrument (POI) is allowed as an alternative to Performance Bank Guarantee (PBG).**
(J)	**PRE-BID MEETING**	To be held as per date & time mentioned on ETS portal. Bidders shall submit their queries on or before to MSEDCL through email on sere.rertc2500.2026@gmail.com .
(K)	**OFFLINE & ONLINE BID-SUBMISSION DEADLINE**	As per NIT on ISN-ETS(BHARAT ELECTRONIC TENDER) portal.
(L)	**TECHNO-COMMERCIAL BID OPENING**	As per NIT on ISN-ETS (BHARAT ELECTRONIC TENDER) portal
(M)	**e-Reverse Auction (e- RA)**	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through portal.

(O)	**Name, Designation, Address and other details (For Submission of Response to RfQ and RfP)**	Mrs. Kavita Gharat Chief Engineer (Commercial) Maharashtra State Electricity Distribution Co. Ltd., Renewable Energy Section, 5th Floor, Prakashgad, Bandra (East), Mumbai - 400 051 Tel No. 022- 69852200 Email – sere.rertc2500.2026@gmail.com
(P)	**Details of persons to be contacted in case of any assistance required**	1) Mrs. Kiran Nagaonkar Superintending Engineer (RE), Ph: 022-69852200 Mobile No. 9167243572 2) Mr. Kailas Lavekar Executive Engineer (RE) Ph: 022-69852200 (Extn. 2516) Mobile No. 9594933846
(q)	Bank Account, GST and PAN details of MSEDCL **(For EMD)**	Name of Bank: Bank of India Branch Name: Mumbai Large Corporate Branch Account No.: 016020110000033 Name of Account Holder by Designation: Maharashtra State Electricity Distribution Co Ltd. IFSC Code: BKID0000160 TYPE OF ACCOUNT: CURRENT ACCOUNT GST No.: 27AAECM2933K1ZB Address: Mumbai Large Corporate, 70/80, MG Road, Fort, Maharashtra.
(r)	Bank Account, GST and PAN details of MSEDCL **(For Tender Fees and Processing Fees)**	Name of Bank: Bank of Maharashtra Branch Name: Fort, Mumbai Account No.: 20045003931 Name of Account Holder by Designation: Maharashtra State Electricity Distribution Co Ltd. IFSC Code: MAHB0000002 TYPE OF ACCOUNT: CURRENT ACCOUNT Address: 45/47, Bombay Samachar Marg Fort, Mumbai-400 023.

Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RfQ and RfP Document through the websites htttps://www.bharat-electronictender.com and No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.

2. Bids must be submitted strictly in accordance with RfQ and RfP documents, depending upon Type of Tender as mentioned at Clause no.(C) and (D) of Bid Information Sheet.
3. Bidders are required to quote strictly as per terms and conditions of the RfQ and RfP documents and not to stipulate any deviations/ exceptions.
4. Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfQ and RfP, may download the complete RfQ and RfP documents along with its amendment(s) and clarifications if any, from ISN-ETS Portal **(*https://www.bharat-electronictender.com*)** and/or MSEDCL website **(*www.mahadiscom.in*)** and submit their Bid complete in all respect as per terms & conditions of RfQ and RfP documents on or before the due date of bid submission.
5. Clarification(s)/ Corrigendum(s) if any shall also be available on the above referred websites.

   Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfQ and RfP documents through the websites *https://www.bharat-electronictender.com* and *www.mahadiscom.in*. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on www.mahadiscom.in and the details only will be available from *https://www.bharat-electronictender.com*

GLOSSARY

Application	As defined in the Disclaimer
Bid Due Date	As defined in Clause 1.1.7
Bids	As defined in the Disclaimer
Bid Security	As defined in Clause 1.2.10
Bidder(s)	As defined in Clause 1.2.1
Bidding Documents	As defined in the Disclaimer
Bidding Process	As defined in Clause 1.2.1
BOLT	Build, Own, Lease and Transfer
BOO	Build, Own and Operate
BOOT	Build, Own, Operate and Transfer
BOT	Build, Operate and Transfer
FOO	Finance, Own and Operate
Eligible Projects	As defined in Clause 3.2.1
e-Reverse Auction Process	As defined in Clause 1.2.1
Financial Capacity	As defined in Clause 2.2.2 (B)
Government	Government of India/State
Interconnection Point / Delivery Point	shall mean a single / multiple points, where the power from the Project(s) is injected into the LV side of the ISTS S/s connecting such Project(s) to the ISTS system, for Supply of power under the PPA. Metering shall be done at this Interconnection Point / Delivery Point. For metering, the Supplier shall abide by the relevant Regulations and Grid Code of State and/or Central as applicable as amended from time to time. For avoidance of doubt, it is clarified that the Supplier may supply the Supply Capacity to the Procurer at/through multiple Delivery Points.
LOA	Letter of Award
Lowest Bidder	As defined in Clause 1.2.11
Net Worth	As defined in Clause 2.2.2 (B)
PBG	Performance Security as defined in PPA
PPP	Public Private Partnership
Project	As defined in PPA
Qualification	As defined in Clause 1.2.1
Qualified Bidder	As defined in Clause 1.1.2
Re. or Rs. or INR	Indian Rupee
Scheduled Commencement Date of Supply (SSD)	shall mean the date as indicated in Article 1.1.1 of RFQ and Article 5 of the RFP
SECTION A (RfQ)	As defined in the Disclaimer
SECTION B (RfP)	As defined in the Disclaimer
Supplier/ Selected Bidder	As defined in Clause 1.1.3
Supply Point	shall mean LV side of ISTS S/s at which Solar Project(s) covered under Executed PPA are connected, as specified under Executed PPA.
Tariff	As defined in Clause 1.2.13
Technical Capacity	As defined in Clause 2.2.2 (A)
Traceable Green Power	means the supply of green power directly from RE projects (Solar, Wind, Hydro, Biomass,) including any such power supplied by using storage (PSP, BESS, etc).
Procurer	As defined in Clause 1.1.1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove.

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1. INTRODUCTION

1.1 Background

1.1.1 The Maharashtra State Electricity Distribution Company Ltd. is engaged in the distribution of electricity in the state of Maharashtra and as part of this endeavor (**the Procurer),** seeks to procure electricity from a supplier irrespective of source and/or project that shall supply 2500 MW power ("**Supply Capacity**") in Round-the-Clock manner such that out of RTC power supply, a minimum 51% shall be Traceable Green Power for each Accounting Year, and balance power supply can be met through alternate sources, from different and/or multiple generation sources in accordance with the provisions of PPA, maintaining a Supply of minimum 80% CUF for each Accounting Year along with maintaining a Supply of minimum 70% CUF on monthly basis and Supply of minimum 90% CUF during Peak hours (4 hours daily), thereof for a period of 25 (twenty-five) years and has, therefore, decided to carry out the bidding process for selection of an entity (ies) as the successful Bidder to whom the contract may be awarded for supply thereof as per the terms and conditions specified in the Bidding Documents.

Brief particulars of the Supply Capacity are as follows:

Requisition No.	**RTC power supply**				
	Firm Supply Start date	**Supply Capacity (in MW)**	**Min. Supply (%)**	**Bid Capacity**	**Delivery Point**
1	28.02.2027	1000	≥ 80% Annual & ≥ 70% Monthly & ≥ 90% Peak hours (4hr)	1250 MW or 2500 MW	as defined in Glossary
	29.04.2027	1000			
	29.07.2027	500			

1.1.2 Whereas, the MSEDCL has signed a Power Purchase Agreement (PPA) with M/s Adani Renewable Energy Fifty-Five Ltd ("**Solar Power Generator**"), dated 29.10.2024 ("**Executed PPA**"), for procurement of 5000 MW of solar power ("**Solar Power**") for a period of 25 years. MSEDCL shall also make available this 5000 MW Solar Power to the Selected Bidder for use in / supply of Supply Capacity as prescribed above. The Selected Bidder in accordance to above Executed PPA shall be responsible under this tender to schedule, this entire 5000 MW Solar Power at its discretion, however, it shall independently be responsible for supply of Supply Capacity under this PPA as per its terms and conditions. In case after the Bid process, the allocated capacity to a Selected Bidder is 1250 MW Supply Capacity, the reference in the Bidding Documents of Supply Capacity shall be construed as 1250 MW Supply Capacity for each of the Selected Bidder(s), accordingly the reference to Executed PPA shall also be for 2500 MW each for the Selected Bidder(s) and the same shall be proportionately made available by the MSEDCL.

All transmission charges and losses (including GNA/ ISTS charges and ISTS losses, etc.) shall be borne by MSEDCL with respect to Supply Capacity.

1.1.3 The Procurer intends to qualify and short-list suitable bidders (the "**Bidders**") whose Bid shall be opened on the date specified at Clause 1.3 of this RFQ and will be eligible for participation in the e-Reverse Auction Process (the "**Qualified Bidders**"), for awarding the Supply Capacity through an open competitive bidding process in accordance with the procedure set out herein.

1.1.4 The selected Bidder (the "**Supplier**"/ "**Selected Bidder**") shall be responsible for supply of electricity from any source and/or from any type of Power Station including Energy Storage System (Charged through Renewable Energy only), provided that out of RTC power supply, a minimum 51% shall be Traceable Green Power for each Accounting Year and balance power supply can be met through alternate sources in accordance with the provisions of PPA. Scheduling of power to the Procurer, while satisfying the obligation in this PPA, shall be at the discretion of the Supplier. Formula for calculating 51% Traceable Green Power is set out in the draft PPA.

If the developer elects to supply power through a Battery Energy storage System (Charges through RE only), the BESS must be co-located (Installed) at the same location as the Solar plant under Executed PPA.

1.1.5 The Procurer has invited bids in accordance with the Guidelines issued by the Central Government under Section 63 of the Act vide Notification No. 23/05/2020-R&R. dated 22.07.2020, including subsequent amendments and clarifications thereto.

1.1.6 The scope of work will broadly include supply of electricity from the Supply Capacity, in accordance with the terms of the PPA. Under the PPA, the scheduling and dispatch of Power supply from RE Sources will be done as per the principles of "Must Run", in accordance with the Electricity (Promotion of Generation of Electricity from Must-Run Power Plant) Rules, 2021, as amended from time to time and scheduling and dispatch of power supply from sources other than RE sources would follow Merit Order Despatch as per the relevant rules and regulations from time to time.

1.1.7 A single Bidder shall be required to bid for the capacity either of 1250 MW or 2500 MW specified in Clause 1.1.1 and no part capacity other than such bid capacity shall be allowed to participate and for allocation.

1.1.8 The Procurer shall receive Applications pursuant to this Bidding Document in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Procurer, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the "**Bid Due Date**").

1.2 Brief description of Bidding Process:

1.2.1 The Procurer has adopted a single-stage two envelope competitive bidding process (collectively referred to as the **"Bidding Process"**) for selection of the bidder for award of the Supply Capacity. The **e-Tender** process involves qualification (the **"Qualification"**) of interested parties who submit Application and Bids in accordance with the provisions of this Bidding Document, comprising of RFQ ("first envelope") and RFP ("second envelope") (the **"Bidder"**). Prior to submission of the Application, the Bidder shall pay to the Procurer a sum of Rs. 29,500 (twenty-nine thousand five hundred) (inclusive of GST 18%) including applicable taxes as indicated above, as the cost of the Bidding documents (non-refundable). After the completion of bid evaluation and opening of price bid of e- Tender , system will send an email to all Qualified Bidders who are eligible to participate in the e-Reverse Auction (e-RA) to be conducted by Procurer (i.e. the "**e-Reverse Auction Process**").

1.2.2 All the Bidders would be able to participate in the e-Bidding events on making payment of the bid processing fees of Rs. [15,00,000] (excluding of GST @ 18%) per requisition for the total capacity sought by the Procurer for that particular requisition for which the bidder is willing to bid. The requisite fee shall be deposited through NEFT/IMPS/RTGS after adding the applicable taxes. This bid processing fees is non-refundable.

1.2.3 The e-Tender shall be a two-fold/envelope process, where the Bidders will be required to submit their Application and Bid online at the [BHARAT ELECTRONIC TENDER Portal] on or before the Bid Due Date. The necessary changes associated with the registration on Bharat portal shall be borne by the bidder.

1.2.4 Interested bidders have to necessarily register themselves on the portal [BHARAT ELECTRONIC TENDER Portal] to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal.

1.2.5 The Bidders would be required to furnish all the information specified in this Bidding Document by submitting (a) its Application under Section A (RFQ) for its qualification in accordance with the eligibility requirement under the RFQ and (b) its Bid in accordance with Section B (RFP).

1.2.6 The Bid shall be valid for a period of not less than 180 days from the Bid Due Date. The Financial Bids of only those Bidders that are qualified and short-listed by the Procurer after evaluation of their Application, shall be opened and e-reverse auction will be conducted. MSEDCL shall conduct e-Reverse Auction (e-RA) as per provisions of RFP documents. The Procurer is likely to provide a comparatively short time span for submission of the Bids for the Project. The Bidders are, therefore, advised to familiarize themselves with the terms of the Model/draft PPA that will govern the structure of this Project.

1.2.7 The Bidders will be required to submit their Application and Bid online at the [BHARAT ELECTRONIC TENDER Portal] on or before the Bid Due Date & time.

1.2.8 Bidder shall submit bid proposal along with non-refundable Bidding Document Fees and Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the stipulated Bidding Document Fees, Bid Processing Fees and EMD, will be rejected. In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein. Bidding documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from the Portal or from MSEDCL's website. It is mandatory to download official copy of the Bidding Document from Portal to participate in the Tender. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this Bidding document shall be uploaded on Portal. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned Portal. The same may also be uploaded on MSEDCL"s website. However, in case of any discrepancy, the information available on Bharat Portal shall prevail.

1.2.9 **Interpretations**

(a) Words comprising the singular shall include the plural & vice versa.

(b) An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.

(c) A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.

(d) Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

(e) The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

1.2.10 For, the qualified and short-listed Bidder(s) the financial bid (second envelope) shall be opened in accordance with the RFP and other documents to be provided by the Procurer (collectively the "**RFP Documents**").

1.2.11 In terms of the RFP, a Bidder will be required to deposit, as part of its Bid, a bid security of Rs 1,00,000 (Rupees One lakh) per MW of capacity offered by the Bidder (the "**Bid Security**"), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the PPA. The Bidders will have to provide Bid Security in

the form of a Demand Draft or a Bank Guarantee or an Insurance Surety Bond or a Payment on Order Instrument acceptable to the Procurer and be submitted not later than 7 days prior to the Bid Due Date. The Bid Security shall be kept valid for a period not less than 180 (one hundred and eighty) days from the Bid Due Date, by submitting another Bid Security before expiry of the existing Bid Security and may be further extended as may be mutually agreed between the Procurer and the Bidder from time to time. In case a Bank Guarantee/ Insurance Surety Bond / Payment on Order Instrument is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Procurer and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security and/or Bid Security has not been submitted 7 days prior to the Bid Due Date.

1.2.12 In e-Reverse Auction Process, the lowest Bid received in the e-Tender shall be displayed to the Bidders on the [BHARAT ELECTRONIC TENDER Portal] and thereafter any subsequent lowest bid in e-Reverse Auction Process on a real time basis. During the e-Reverse Auction Process, the Bidders will have the option of reducing the Tariff in decrements of 1 (one) paise or multiples thereof. At the end of the e-Reverse Auction, lowest bidder will be identified by the system, the system will check all bids received in e-Tender and e-Reverse Auction and identify the Bidder who has quoted the lowest Tariff therein ("**Lowest Bidder**").

1.2.13 Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified here, be selected in case such Lowest Bidder withdraws or is not selected for any reason. It is hereby clarified that the Procurer will only accept the entire capacity offered by the Selected Bidder.

Provided that the Selected Bidder is allowed to offer the capacity by pooling power from multiple sources, including from Solar Power offered by MSEDCL under the Executed PPA and other power supply from any other source. For supply of power under the PPA, Selected Bidder won't be mandated to have ownership of any such source.

Provided further that Selected Bidder shall be responsible for any generation variation and/or shortfall and/or excess from any such source and/or project including any Solar Power supply under the Executed PPA.

In case the Solar Power by MSEDCL under the Executed PPA is not made available to the Selected Bidder due to any transmission constraints by such Supply Start date, the Selected Bidder shall still ensure supply of power under this tender from above prescribed Supply Start dates.

Irrespective of any source of supply, the Tariff under the PPA shall remain fixed in accordance with Article 11 of the PPA.

1.2.14 During the Bidding Process, Bidders are invited to examine the bid documents in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids.

1.2.15 As part of this Bidding Documents, the Procurer will provide a draft PPA, Executed PPA of MSEDCL and [Adani Renewable Energy Fifty-Five Ltd] for supply of Solar power to Selected Bidder and other information pertaining/ relevant to the Project available with it.

1.2.16 Bids are invited for the Supply Capacity under Section B of this Bidding Document, on the basis of a composite single part Tariff (excluding ISTS transmission charges and losses) to be offered by a Bidder for supply of electricity in accordance with the terms of the draft PPA forming part of the Bidding Documents.

The composite single part Tariff shall be quoted at the Delivery Point **("Applicable Tariff**") and shall be fixed for the entire contract period of the PPA. While different components of RTC power i.e. RE & non-RE can be connected with ISTS at different CTU S/s.

For any non-RE component of power supply, 75% of Applicable Tariff shall be deemed to be the Fixed Charge component and balance 25% shall be deemed to be Variable Charge component of the Applicable Tariff for such supply. Accordingly, for power scheduled from non-RE sources by the Supplier, if the schedule is confirmed by the Procurer, Applicable Tariff shall be payable for such scheduled power. If the said schedule from non-RE sources is not confirmed by the Procurer as a result of application of MOD principle, then 75% of the Applicable Tariff (i.e., fixed charge component hereinafter referred to as the "Fixed Charge"), shall be payable for such power which is not scheduled by the Procurer.

MSEDCL shall make available 5000 MW Solar Power (or pro-rated capacity in case of more than one Selected Bidder) from projects set-up under the Executed PPA to the Supplier, at the applicable tariff ("**Solar Tariff**"), under the Executed PPA. For the purposes of bidding hereunder, Tariff quoted by the Bidder shall take into account Solar Tariff under the Executed PPA, for the quantum of scheduled Solar Power under the Executed PPA.

It is clarified that Tariff payments under the PPA shall be computed at the Applicable Tariff for the entire power supply under the PPA. Any Solar Tariff payment obligations with respect to Solar Power scheduled/supplied under the Executed PPA shall be reduced from such payments. *For example, illustrative total annual payment shall be as per below:*

1. *Tariff payment under PPA = applicable PPA Tariff x actual power supply in kWh (minimum 80% CUF annually)*

   reduced by;

2. *Tariff payment under Executed PPA payable by the Procurer to the Solar Power Generator for the Solar Power supplied (Including any Change in Law for Executed PPA)*

It is clarified that the GST rate reduction pursuant to Notification No. 9/2025–Central Tax (Rate) issued by the Ministry of Finance, Government of India, dated 17.09.2025, though notified earlier, has not yet been effective in the Solar Tariff under the executed PPA. Upon

implementation of the said GST rate reduction, the resultant reduction in the Solar Tariff shall be passed on to and accrue to the benefit of the Procurer, and the corresponding tariff adjustment shall be effected accordingly.

It is further clarified that, Selected Bidder shall adjust the Solar Tariff payment under Executed PPA, even if it fails to comply with its obligation to schedule such Solar Power in accordance with PPA and the Procurer is required to make payment for such Solar Power supply.

MSEDCL shall continue to pay Solar Tariff under the Executed PPA to the Solar Power Generator as per terms of Executed PPA. Given the above adjustment, MSEDCL shall not seek any payments from the Supplier, for the Solar Power scheduled/supplied under the Executed PPA.

The Supply Capacity shall be awarded to the Bidder quoting the lowest composite single part Tariff in accordance with 1.2.16, after the completion of the process under Clause 1.2.9 above.

In this Section A, the term "**Lowest Bidder**" shall mean the Bidder who is offering the lowest composite single part Tariff. This will be fixed for the entire term of contract.

1.2.17 Notwithstanding anything to the contrary contained in this Agreement the tariff under this agreement shall not be changed on account of any change in tariff under the executed PPA, including on account of occurrence of any change in law event under the executed PPA.

1.2.18 Further details of the process for submission of Bid to be followed at the e-Tender and the terms thereof will be spelt out in Section B of this Bidding Document.

1.2.19 Any queries or request for additional information concerning this Section A shall be submitted in writing on the [BHARAT ELECTRONIC TENDER Portal] or by speed post/courier and e-mail attaching the queries in Microsoft word file so as to reach the officer designated in Clause 2.12.3 by the specified date. The envelopes/ communications shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information: Bidding for *** Project".

1.2.20 It is to be noted that Bidder is required to submit composite single part Tariff at time of Bid Submission for its Supply Capacity. The evaluation of Bidder will be done at composite single part Tariff at Delivery Point (i.e. excluding the ISTS transmission charges and ISTS losses).

1.3 Schedule of Bidding Process

The Procurer shall endeavor to adhere to the following schedule:

	Event Description	Date and Time
1.	Date and time of Start of e-Tender	03.01.2026 ; 11.00 Hrs
2.	Last date and time for receiving queries on RFQ and RFP	13.01.2026
3.	Pre-Bid Meeting	16.01.2026 ; 11.00 Hrs
4.	Procurer response to queries latest by	Will be informed later.
5.	Last date and time of procurement of tender documents – **Bid Due Date**	30.01.2026 till 13.00 Hrs
6.	Last date and time of submission of Application and Bids (including Section A and Section B) – **Bid Due Date**	Applicable as per NIT on ISN-ETS portal.
7.	Techno-commercial Bid Opening	Applicable as per NIT on ISN-ETS portal.
8.	e-Reverse Auction	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through portal.
Note: The prospective bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the bidding document through the website/ portal and NO separate notification will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. The time lines are tentative and may change subject to approval of MERC.		

1.4 Pre-Bid Meeting

The date, time and venue of the Pre-Bid Meeting shall be:

Date: 16.01.2026
Time: 11.00 Hrs.
Venue: Prakashgad,Bandra,Mumbai-51

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Application:

2.1.1 The Procurer wishes to receive Applications in order to short- list experienced and capable Bidders for procurement of 2500 MW RE-RTC power under this RFP process.

2.1.2 The Techno-commercial Bids will be opened as per schedule specified in Clause 1.3 of this RFQ.

2.2 Eligibility of Bidders:

2.2.1 For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:

(a) The Bidder should be a corporate entity;

(b) The Bidder should either be the owner and operator of the Power Station / Energy Storage System ;

(c) ***Omitted.***

(d) ***Omitted.***

(e) ***Omitted***.

2.2.2 To be eligible for qualification and short-listing, a Bidder shall fulfill the following conditions of eligibility:

(A) **Technical Capacity**: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall have experience in construction, commissioning, owning and operating power generating station(s) having an installed capacity equivalent to at least half the capacity for which the Bidder is willing to Bid. Bidders shall not be allowed to increase their capacity at e- Reverse Auction Process greater than for which Technical Capacity has been demonstrated.

(B) **Financial Capacity**: The Bidder shall have a (a) minimum Net Worth (the **"Financial Capacity-1"**) equivalent to Rs. 50 lakh (Rs. Fifty lakh) per MW of the capacity the Bidder is willing to Bid, at the close of the immediately preceding financial year; (b) minimum Turnover (the **"Financial Capacity-2"**) equivalent to Rs. 1 crore (Rs. One crore) per MW of the capacity the Bidder is willing to Bid, at the close of the preceding financial year; and (c) (b) minimum EBITDA (the **"Financial Capacity-3"**) equivalent to Rs. 50 lakh (Rs. Fifty lakh) per MW of the capacity the Bidder is willing to Bid, at the close of the preceding financial year. Bidders shall not be allowed to increase their capacity at e- Reverse Auction Process greater than for which Financial Capacity has been demonstrated.

It is clarified that the Bidder are allowed to use the credentials of its Associate(s) / Affiliate(s) to meet the Technical as well as Financial eligibility criteria. However, if the Bidder and its Associate(s) / Affiliate(s) are participating in this bid, in such case, the credential of technical and financial criteria must be fulfilled for cumulative bid capacity of the Bidder and its Associate(s) / Affiliate(s).

2.2.3 The Bidders shall enclose with its Application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following[$]:

(i) certificate(s) from statutory auditors of the Bidder, stating the power stations which are constructed, commissioned, owned and operated by the Bidder or its Associate(s) / Affiliate(s), as the case may be, as specified in paragraph 2.2.2 (A) above; and

(ii) certificate(s) from statutory auditors of the Bidder specifying the net worth, turnover and EBITDA of the Bidder as at the close of the preceding financial year and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.3 (ii). For the purposes of this Section A, net worth (the "**Net Worth**") shall mean the net worth as per the Companies Act, 2013.

2.2.4 The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Bidder to digitally sign and submit the Application and Bid.

2.2.5 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application.

[$] In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.3 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.

2.2.6 A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.6 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Procurer for seeking a waiver from the disqualification hereunder and the Procurer may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process.

2.2.7 ***Omitted***.

2.2.8 The following conditions shall be adhered to while submitting an Application:

(a) Bidders should submit their Application online at the [BHARAT ELECTRONIC TENDER Portal] only and upload clearly marked and referenced documents/sheets in the e-Tender.

(b) Information supplied by a Bidder must apply to the Bidder named in the Application. The Bid of only those Bidders will be opened whose identity and/ or constitution is identical to that at qualification; and

(c) In responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below.

2.2.9 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 3 (three) years preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.3 Number of Applications and costs thereof

2.3.1 No Bidder shall submit more than one Application for the Supply Capacity.

2.3.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bidding Process.

The Procurer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4 Verification of information

2.4.1 Bidders are encouraged to submit their respective Applications after familiarising themselves with the information and physical conditions relevant to the Supply Capacity, applicable laws and regulations, and any other matter considered relevant by them.

2.5 Acknowledgement by Bidder

2.5.1 It shall be deemed that by submitting the Application, the Bidder has:

(a) made a complete and careful examination of this Bidding Document;

(b) received all relevant information requested from the Procurer;

(c) accepted the risk of inadequacy, error or mistake in the information provided in this Bidding Document or furnished by or on behalf of the Procurer relating to any of the matters referred to in Clause 2.4 above; and

(d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.2 The Procurer shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this document or the Bidding Process, including any error or mistake therein or in any information or data given by the Procurer.

2.6 Right to accept or reject any or all Applications/ Bids

2.6.1 Notwithstanding anything contained in this Bidding Documents, the Procurer reserves the right to accept or reject any Applications and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Procurer rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.6.2 The Procurer reserves the right to reject any Application and/ or Bid if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Bidder does not provide, within the time specified by the Procurer, the supplemental information sought by the Procurer for evaluation of the Application.

If such disqualification/ rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then the Procurer reserves the right to:

(a) invite the remaining Bidders to match the Lowest Bidder/ submit their Bids in accordance with the Bidding Document; or

(b) take any such measure as may be deemed fit in the sole discretion of the Procurer, including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the PPA or after its execution and during the period of subsistence thereof, including the contract thereby granted by the Procurer, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Supplier either by issue of the LOA or entering into of the PPA, and if the Bidder/SPV has already been issued the LOA or has entered into the PPA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this bidding document, be liable to be terminated, by a communication in writing by the Procurer to the Bidder, without the Procurer being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Procurer may have under this Bidding document, the Bidding Documents, the PPA or under applicable law.

2.6.4 The Procurer reserves the right to verify all statements, information and documents submitted by the Bidder in response to this bidding document. Any such verification or lack of such verification by the Procurer shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Procurer thereunder.

B. DOCUMENTS

2.7 Contents of the RFQ (Section A)

This RFQ comprises the Glossary; Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Qualification

Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Criteria for Evaluation
Section 4. Fraud & Corrupt Practices
Section 5. Pre Application Conference
Section 6. Miscellaneous

Appendices

I. Letter comprising the Application
II. Power of Attorney for signing of Application
III. List of Application-specific Provisions

2.8 Clarifications

2.8.1 Bidders requiring any clarification on this bidding document may notify the Procurer in writing online at [BHARAT ELECTRONIC TENDER Portal] or by speed post/courier and by e-mail attaching the queries in Microsoft word file in accordance with Clause 1.2.13.

They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3 of the RFQ. The Procurer shall endeavour to respond to the queries prior to the Bid Due Date. The responses will be sent by e-mail or online at the [BHARAT ELECTRONIC TENDER Portal]. The Procurer will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries or upload all the queries and its responses on the [BHARAT ELECTRONIC TENDER Portal].

2.8.2 The Procurer shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Procurer reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Procurer to respond to any question or to provide any clarification.

2.8.3 The Procurer may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Procurer shall be deemed to be part of this bidding document. Verbal clarifications and information given by Procurer or its employees or representatives shall not in any way or manner be binding on the Procurer.

2.9 Amendment of Bidding Document

2.9.1 At any time prior to the deadline for submission of Application, the Procurer may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding document by the issuance of Addenda.

2.9.2 Any Addendum thus issued will be available at the [BHARAT ELECTRONIC TENDER Portal]. The Bidders are advised to check the [BHARAT ELECTRONIC TENDER Portal] for any amendments or notifications.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Procurer may, in its sole discretion, extend the Bid Due Date**.**

C. PREPARATION AND SUBMISSION OF APPLICATION

2.10 Language

2.10.1 The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

2.11 Format and signing of Application

2.11.1 The Bidder shall provide all the information sought under this bidding document. The Procurer will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

2.11.2 The Bidder shall submit their Application online on the [BHARAT ELECTRONIC TENDER Portal], signed by a valid digital signature of the authorized signatory of the Bidder.

2.11.3 For the documents uploaded online, the Application shall be typed or written in indelible ink. It shall be signed by the authorized signatory of the Bidder who shall also initial each page of the Bidder (including each Appendix and Annex) in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers.

2.11.4 The Bidder shall ensure that its authorized signatory has a Digital Signature Certificate (DSC).

2.11.5 The Bidder shall register on the [BHARAT ELECTRONIC TENDER Portal] for participation in the Bidding Process.

2.11.6 The Official Copy of the Bidding Document shall be available for download on the [BHARAT ELECTRONIC TENDER Portal] and on the website of Procurer 15 days prior to Bid Due Date

2.12 Sealing and Marking of Applications

2.12.1 The Bidder shall submit the Application in the format specified at Appendix-I and the format created online in the [BHARAT ELECTRONIC TENDER Portal], together with the documents specified in Clause 2.12.2.

2.12.2 Documents required to be uploaded as per this RFQ shall contain:

(i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;

(ii) Power of Attorney for digitally signing the Application as per the format at Appendix-II;

(iii) copy of Memorandum and Articles of Association,

(iv) copies of Bidder's duly audited balance sheet and profit and loss account for the preceding three years;

(v) Omitted; and

(vi) Omitted; and

(vii) any other specific requirement that may be specified by the Procurer].

2.12.3 The Bidders shall send the hard copy of all the original documents stated at Clause 2.12.2 in an envelope clearly indicating the name and address of the Bidder, addressed to:

ATTN. OF:	Mrs. Kiran Nagaonkar
DESIGNATION:	Superintending Engineer (Renewable Energy)
ADDRESS:	Renewable Energy Section, 5th Floor, Prakashgad, Bandra (East), Mumbai - 400 051
E-MAIL ADDRESS:	sere.rertc2500.2026@gmail.com

Such hard copies other than physical copy of Bid Security should reach the aforementioned address on or before bid due date and time in accordance with Clause 1.3 of this RFQ. However, hand copy of the Bid Security should reach 7 days prior to the Bid due date, otherwise bid submitted by bidder shall be null or void. The Bidders are notified that in case of any discrepancy in the documents uploaded online at the [BHARAT ELECTRONIC TENDER Portal] and the hard copies submitted in accordance with this Clause 2.12.3, the documents uploaded online shall prevail.

2.12.4 If the Application is not uploaded and digitally signed as instructed above, the Procurer assumes no responsibility for rejection of the Application and consequent losses, if any, suffered by the Bidder.

Applications submitted by fax or e-mail shall not be entertained and shall be rejected.

2.12.5 In the e-Tender, all Bidders after uploading on the [BHARAT ELECTRONIC TENDER Portal] the Application and the Bid as per the RFP and digitally signing the same must click on Final submit" button to finally submit their Application and Bid, without clicking the "Final submit" button the system will not consider the Application or the Bid.

2.13 Bid Due Date

2.13.1 Applications should be submitted online latest by 30.01.2026 till 15.00 hours IST on the Bid Due Date, at the BHARAT ELECTRONIC TENDER Portal in the manner and form as detailed in this RFQ.

2.13.2 The Procurer may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.14 Late Applications

Applications will not be accepted for submission at the [BHARAT ELECTRONIC TENDER Portal] after the time specified on the Bid Due Date.

2.15 Modifications/ substitution/ withdrawal of Applications

2.15.1 The Bidder may modify, substitute or withdraw its Application after submission, provided that such modification, substitution or withdrawal is made prior to the Bid Due Date. No Application shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date. The [BHARAT ELECTRONIC TENDER Portal] shall provide the option to Bidders, after submission of the Application and the Bid as per this Bidding Document, to withdraw and delete the Application. Clicking on withdraw, system will withdraw the Application and no further submission will be allowed whatsoever for the Bidder(s). While clicking on delete, system will delete all the encrypted data saved on the [BHARAT ELECTRONIC TENDER Portal] and the Bidder(s) may submit fresh Application prior to the Bid Due Date.

2.15.2 However, notwithstanding this Clause, all bids submitted in **e-Reverse Auction** will be considered final and cannot be modified after the bid has been accepted by the system.

2.15.3 Any alteration/ modification in the Application or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Procurer, shall be disregarded.

D. EVALUATION PROCESS

2.16 Opening and Evaluation of Applications

2.16.1 The Procurer may open the Applications at 16:00 hours IST on the Bid Due Date or thereafter, at the place specified in Clause 2.12.3.

2.16.2 Applications which are withdrawn in accordance with Clause 2.15 shall not be opened and payments if any made shall be refunded within 7 working days in accordance with Clause 2.20.2.

2.16.3 The Procurer will subsequently examine and evaluate Applications in accordance with the provisions set out in Clause 3.

2.16.4 Bidders are advised that qualification of Bidders will be entirely at the discretion of the Procurer. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.16.5 Any information contained in the Application shall not in any way be construed as binding on the Procurer, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

2.16.6 The Procurer reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.

2.16.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Procurer may, in its sole discretion, exclude the relevant project from computation of the Technical Capacity of the Bidder.

2.17 Confidentiality

2.17.1 Information relating to the examination, clarification, evaluation, and recommendation for the short-listed qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Procurer in relation to, or matters arising out of, or concerning the Bidding Process. The Procurer will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Procurer may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Procurer or as may be required by law or in connection with any legal process.

2.18 Tests of responsiveness

2.18.1 Prior to evaluation of Applications, the Procurer shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive if:

(a) it is received as per format at Appendix-I.
(b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.13.2;
(c) Bid Security in the form of specified format as per RFQ received 7 days prior to the Bid Due Date
(d) it is digitally signed and uploaded as stipulated in Clauses 2.11 and 2.12;
(e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
(f) it contains all the information and documents (complete in all respects) as requested in this RFQ;
(g) it contains information in formats same as those specified in this RFQ;
(h) it contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFQ;
(i) Omitted;
(j) Omitted;
(k) it contains an attested copy of the system generated receipt or receipt of the Procurer for payments towards the cost of the Bidding Process, e-Bidding fees submitted as per Clause 1.2.1 and Bid Security as specified in Clause 1.2.6;
(l) it does not contain any condition or qualification; and
(m) it is not non-responsive in terms hereof.

2.18.2 The Procurer reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Procurer in respect of such Application. Provided, however, that the Procurer may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Application.

2.19 Clarifications

2.19.1 To facilitate evaluation of Applications, the Procurer may, at its sole discretion, seek clarifications from any Bidder regarding its Application. Such clarification(s) shall be provided within the time specified by the Procurer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.19.2 If a Bidder does not provide clarifications sought under Clause 2.19.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Procurer may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Procurer.

E. QUALIFICATION AND BIDDING

2.20 Qualification and notification

2.20.1 **Omitted**

2.20.2 **Omitted**

2.21 Submission of Bids

The Bidders will be requested to submit a Bid online in the form and manner to be set in this Bidding Document.

The Financial Bids of only qualified Bidders shall be opened by the Procurer on such date as specified in this Bidding Document. The Procurer is likely to provide a comparatively short time span for submission of the Bids for the Supply Capacity. The Bidders are therefore advised to examine the Bidding Documents, and to carry out such scrutiny and studies as may be required for submitting their respective Bids for award of the Supply Capacity. No extension of time is likely to be considered for submission of Bids.

2.22 Proprietary data

All documents and other information supplied by the Procurer or submitted by a Bidder to the Procurer shall remain or become the property of the Procurer. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Procurer will not return any Application or any information provided along therewith.

2.23 Correspondence with the Bidder

Save and except as provided in this bidding document, the Procurer shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Application.

3. CRITERIA FOR EVALUATION

3.1 Evaluation parameters

3.1.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Clause 3. Applications of Bidders who do not meet these criteria shall be rejected.

3.1.2 The Bidder's competence and capability is proposed to be established by the following parameters:

(a) Technical Capacity; and
(b) Financial Capacity

3.2 Technical Capacity for purposes of evaluation

3.2.1 Subject to the provisions of Clause 2.2, the Bidders must establish the minimum Technical Capacity specified in Clause 2.2.2 (A). For a Bidder to qualify, it should have experience in constructing, commissioning, owning and operating the power station, and shall include a power station built and operated on PPP, BOLT, BOO, BOOT, BOT, DBFOO or on other similar basis.

3.2.2 The Bidder should furnish the required project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-II of Appendix-I.

3.2.3 Omitted.

3.3 Financial Capacity for purposes of evaluation

3.3.1 The Application must be accompanied by the Annual Reports of the Bidder for the last 3 (three) financial years, immediately preceding the year in which the Application is made.

3.3.2 In case the Annual Reports for the latest financial year are not available and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Annual Reports for 3 (three) years preceding the year for which the Annual Report is not being provided.

3.3.3 The Bidder must establish the minimum Net Worth, Turnover and EBITDA specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-I.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Procurer may reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

4.2 Without prejudice to the rights of the Procurer under Clause 4.1 hereinabove, if an Bidder is found by the Procurer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender issued by the Procurer during a period of 2 (two) years from the date such Bidder is found by the Procurer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

(c) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Procurer who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the PPA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Procurer, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under this RFQ, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the APP, as the case may be, any person in respect of any matter relating to the Project or the LOA or the APP, who at any time has been or is a legal, financial or technical adviser of the Procurer in relation to any matter concerning the Project;

(d) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(e) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(f) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Procurer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(g) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID MEETING

5.1 A Pre-Bid meeting of the interested parties shall be convened at the designated date, time and place. A maximum of three representatives of each interested party shall be allowed to participate on production of identity.

5.2 During the course of Pre-Bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Procurer. The Procurer shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

5.3 In case the Procurer desires to have the pre-bid meeting online at the [BHARAT ELECTRONIC TENDER Portal], the Pre-bid meeting will take place as per the schedule specified in this Bidding Document. A report of the Pre-Bid meeting shall be prepared online and be made available to all the participating Bidders.

6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Procurer has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2 The Procurer, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Bidder in order to receive clarification or further information;

(c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;

(d) retain any information and/ or evidence submitted to the Procurer by, on behalf of, and/ or in relation to any Bidder; and/ or

(e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Application, the Bidder agrees and releases the Procurer, its employees, agents and advisers, SPD under Executed PPA irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDIX I
Letter Comprising the Application for Qualification to be uploaded during e-Tender

To,

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

Sub: Application for qualification for 2500 Supply Capacity.

Ref: RfQ No. MSEDCL/RE RTC/Phase-1/25-26/001/dated 02/01/2026

Dear Sir,

With reference to your Bidding Document dated 02.01.2026, I/we, having examined Section A of the Bidding Document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid capacity. The Application is unconditional and unqualified.

2. I/ We acknowledge that the Procurer will be relying on the information provided in the Application and the documents accompanying such Application for qualification of the Bidders for the aforesaid capacity, and we certify that all information provided in the Application and in Annexes I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.

3. This statement is made for the express purpose of qualifying as a Bidder for the aforesaid Supply Capacity and for sale of electricity to the Procurer.

4. I/ We shall make available to the Procurer any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

5. I/ We acknowledge the right of the Procurer to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

[$] All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.

7. I/ We declare that:

7.1 I/ We have examined and have no reservations to the Bidding Document, including any Addendum issued by the Procurer;

7.2 I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of Section A of the Bidding Document, in respect of any tender or Section B of the Bidding Document issued by or any agreement entered into with the Procurer or any other public sector enterprise or any government, Central or State; and

7.3 I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of Section A of the Bidding Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to open the Bid of the Bidders, without incurring any liability to the Bidders, in accordance with Clause 2.16.6 of Section A of the Bidding Document.

9. I/ We believe that we/ satisfy the Net Worth, Turnover and EBITDA criteria and meet all the requirements as specified in Section A of the Bidding Document and are/ am qualified to submit a Bid.

10. I/ We further declare that we are fully aware of the binding provisions as contained in the O.M. dated 09.12.2024 issued by MNRE on the subject Amendment to ALMM Order for Implementation of ALMM for Solar PV cells and its subsequent amendments and clarifications, in this bid document.

11. ***Omitted.***

12. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Supply Capacity or which relates to a grave offence that outrages the moral sense of the community.

13. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

14. I/ We further certify that no investigation by a regulatory authority is pending against us or against our CEO or any of our directors/managers/ employees[$].

15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of Section A of this Bidding Document, we shall intimate the Procurer of the same immediately.

16. The Statement of Legal Capacity as per format provided at Annex-IV in Appendix-I of Section A of the Bidding Document, and duly signed, is enclosed.

17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Procurer in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

18. I/ We agree and undertake to abide by all the terms and conditions of the Bidding Document.

19. ***Omitted.***

20. I/ We certify that in terms of Section A of the Bidding Document, [my/our Networth is Rs. …. . (Rs. in words), Turnover is Rs. ..... (Rs. in words), EBITDA is ..... (Rs. in words) and our Technical Capacity is equivalent to ……MW (MW in words).][$]

21. I/We offer a Supply Capacity of {1250 MW / 2500 MW[$]} which conforms to Clause 1.1.5 of Section A of the Bidding Document out of the Capacity Required of {1250 MW / 2500 MW} given under Clause 1.1.1 of Section A of the Bidding Document.

In witness thereof, I/ we submit this application under and in accordance with the terms of Section A of the Bidding Document.

[$] In case the Applicant is unable to provide the certification specified in para 14, it may precede the paragraph by the words, viz. "Except as specified in Schedule **** hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Procurer will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are of a nature that could cast a doubt on the ability or suitability of the Applicant to undertake the Project.

[$] Maximum capacity offered

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Applicant

ANNEX-I
Particulars of the Bidder

1. (a) Name:

   (b) Date of commencement of business:

   (c) Address of the corporate headquarters:

2. Brief description of the Company including details of its main lines of business:

3. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:

   (a) Name:

   (b) Designation:

   (c) Company:

   (d) Address:

   (e) Telephone Number:

   (f) E-Mail Address:

   (g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:

   (a) Name:

   (b) Designation:

   (c) Address:

   (d) Phone Number:

   (e) Fax Number:

5. The following information shall also be provided for the Bidder:

Name of Bidder:

No.	Criteria	Yes	No
1.	Has the Bidder been barred by the Central/State Government, or any entity controlled by it, from participating in any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3.	Has the Bidder paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

22. A statement by the Bidder disclosing material non- performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

ANNEX-II

Technical Capacity of the Bidder[@]

(*Refer to Clauses 2.2.2(A) and 3.2 of the RFQ*)

Item	Refer Instruction	Particulars of the Project
Title of the project	1	
Location		
Total Project cost	3	
Installed capacity of the plant	2	
Project Type (Coal/ Gas etc.)		
Date of completion/ Commissioning	4	

[@] *Provide details of only those projects that have been undertaken by the Bidder under its own name or in name of its Associate(s)/Affiliate(s) .*

Instructions:

1. A separate sheet should be filled for each of above projects.

2. The total number of units along with the details of the capacity of each unit should be provided, if any.

3. Provide the capital cost of the projects.

4. The date of commissioning of the project, upon completion, should be indicated.

Certificate from the Bidder's, as applicable, auditor[$] must be furnished as per formats below for each project.

Certificate from the Auditor regarding projects[Φ]

Based on its books of accounts and other published information authenticated by it, this is to certify that …….. *(name of the Bidder)* is an equity shareholder in …….. *(title of the power station)* and holds Rs. …… cr. (Rupees …….. crore) of equity (which constitutes .....% of the total paid up and subscribed equity capital) of the project company. The project was commissioned on .....*(date of commissioning of the project)*.

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorised signatory)

Date:

[Φ] Provide Certificate as per this format only. Attach explanatory notes to the Certificate, if necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFQ.

[$] In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

5. In case the generating station is not under a separate SPV the following format shall be used, Certificate from the Bidder's, as applicable, statutory auditor must be furnished as per formats below for each project.

Certificate from the Auditor regarding projects[Φ]

Based on its books of accounts and other published information authenticated by it, this is to certify that.....(name of the Bidder) having its registered office at ……owns the……. ……..(name of project) from.....(date). The project was commissioned on.....(date of commissioning of the project).

Name of the audit firm: Seal of

the audit firm:

(Signature, name and designation of the authorised signatory)

Date:

6. [Φ] Provide Certificate as per this format only. Attach explanatory notes to the Certificate, if necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFQ.

7. ***Omitted.***
8. In the absence of any detail in the above certificates, the information would be considered inadequate and could lead to disqualification of the Supply Capacity.

ANNEX-III

Financial Capacity of the Bidder

(*Refer to Clauses 2.2.2(B), 2.2.3(ii) and 3.3 of the RFQ*)

Applicant Name	
Net Worth (In Rs. Crore)	
Turnover (In Rs. Crore)	
EBITDA (In Rs. Crore)	

[€]The Bidder should provide details of its own Financial Capacity or of its Associate(s) / Affiliate(s).

Name & address of Bidder's Bankers:

Instructions:

1. The Bidder shall attach copies of the financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:

   (a) Omitted.

   (b) be audited by a statutory auditor;

   (c) be complete, including all notes to the financial statements; and

   (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Net Worth shall be as the networth as per The Companies Act, 2013.

3. Year will be the latest completed financial year, preceding the bidding. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.9 the Year shall be Year immediately preceding the latest completed Financial Year.

4. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.3 (ii) of the RFQ document.

ANNEX- [ ]

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,

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

Sub: Application for qualification for 2500 Supply Capacity.

Ref: RfQ No. MSEDCL/RE RTC/Phase-1/25-26/001/dated 02/01/2026

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the Bidding Document.

We have agreed that …….. (insert individual's name) will act as our representative on its behalf and has been duly authorized to submit the Application and the Bid. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of……..

ANNEX- [ ]

NOT USED

APPENDIX II

Power of Attorney for signing of Application and Bid[$] (Refer Clause 2.2.4)

Know all men by these presents, we….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorised Mr/ Ms (name), …. son/daughter/wife of …. and presently residing at…, who is presently employed with us and holding the position of , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the 2500 MW Supply Capacity proposed by the ***** (the "Procurer") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Procurer, representing us in all matters before the Procurer, signing and execution of all contracts including the **Power Purchase Agreement** and undertakings consequent to acceptance of our bid, and generally dealing with the Procurer in all matters in connection with or relating to or arising out of our bid for the said Supply Capacity and/ or upon award thereof to us and/or till the entering into of the PPA with the Procurer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, …., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS … DAY OF ….2…..

For

….

(Signature, name, designation and address)

Witnesses:

[$] To be submitted in original.

Affixation of Common Seal

1.

(Notarised)

2

Accepted

……

(Signature)

(Name, Title and Address of the Attorney)

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as aboard or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

SECTION B

Request For Proposal

for

Procurement of 2500 MW RTC Power for a period of 25 years

(Bid submission, e-Reverse Auction)

RfP No. MSEDCL/RE RTC/Phase-1/25-26/001/dated 02/01/2026

ISSUED BY

Maharashtra State Electricity Distribution Company Limited (MSEDCL),
Renewable Energy Section,
5th Floor, Prakashgad‟, Bandra (East), Mumbai - 400 051
Website: www.mahadiscom.in

Date of issue: 02.01.2026

1. INTRODUCTION

1.1 Brief description of Bidding Process

1.1.1. The Procurer has adopted a single-stage two envelope competitive bidding process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Supply Capacity. The "**e-Tender**" process involves qualification of interested parties in accordance with the provisions of the Section A and opening of the Bid of the qualified and short-listed Qualified Bidders in accordance with this Section B. At the end of the e-Tender, system will send an email to all Qualified Bidders which are eligible to participate in e-Reverse Auction (e-RA) to be conducted by Procurer. The Bid shall be valid for a period of not less than 180 days (one hundred eighty days) from the Bid Due Date.

1.1.2. The Bidding Documents include the draft PPA for the Supply Capacity and Executed PPA of Solar Power from MSEDCL. Subject to the provisions of Clause 1.1.3, the aforesaid documents and any addenda issued subsequent to this RFP, will be deemed to form part of the Bidding Documents.

1.1.3. A Bidder is required to deposit, as part of its Bid, a bid security of Rs. 1,00,000 (Rupees One lakh) per MW of capacity offered by the Bidder (the "**Bid Security**"), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the PPA. The Bidders will have an option to provide Bid Security in the form of a Demand Draft or a Bank Guarantee or an Insurance Surety Bond or a Payment on Order Instrument acceptable to the Procurer and shall be submitted in Physical form prior to 7 days of Bid Due Date. The Bid Security shall be kept valid for a period not less than 180 (one hundred and eighty) days from the Bid Due Date, by submitting another Bid Security before expiry of the existing Bid Security and may be further extended as may be mutually agreed between the Procurer and the Bidder from time to time. In case a Bank Guarantee/ Insurance Surety Bond / Payment on Order Instrument is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Procurer and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security and/or Bid Security has not been submitted in physical form 7 days prior to Bid Due Date. During the Bidding Process, Bidders are invited to examine the Bidding Documents in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Contract including implementation of the Project.

1.1.4. Bids are invited for the Project under Section B of this Bidding Document, on the basis of a composite single part Tariff to be offered by a Bidder for supply of electricity in accordance with the terms of the draft PPA forming part of the Bidding Documents. For the purposes of bidding hereunder, the Bidder shall quote composite single part Tariff (exclusive of all applicable transmission charges and losses) at Delivery Point for the quantum offered (the “Tariff”). The contract period shall be pre-determined and will be indicated in the draft PPA. All transmission charges and losses (including GNA/ISTS charges and ISTS losses) beyond the Delivery Point shall be borne by Procurer.

The composite single part Tariff shall be quoted at the Delivery Point ("Applicable **Tariff**") and shall be fixed for the entire contract period of this Agreement.

For any non-RE component of power supply, 75% of Applicable Tariff shall be deemed to be the Fixed Charge component and balance 25% shall be deemed to be Variable Charge component of the Applicable Tariff for such supply. Accordingly, for power scheduled from non-RE sources by the Supplier, if the schedule is confirmed by the Procurer, Applicable Tariff shall be payable for such scheduled power. If the said schedule from non-RE sources is not confirmed by the Procurer as a result of application of MOD principle, then 75% of the Applicable Tariff (i.e., fixed charge component hereinafter referred to as the "Fixed Charge"), shall be payable for such power which is not scheduled by the Procurer.

In this RFP, the term "Lowest Bidder" shall mean the Bidder who is offering the lowest Tariff.

1.1.5. In e-Reverse Auction Process, the lowest Bid received in the e-Tender shall be displayed to the Bidders on the [BHARAT ELECTRONIC TENDER Portal] and thereafter any subsequent lowest bid in e-Reverse Auction Process on a real time basis. During the e-Reverse Auction Process, the Bidders will have the option of reducing the Tariff quoted by them in e-Tender in their Bids in decrements of 1 (one) paisa or multiples thereof. At the end of the e-Reverse Auction, lowest bidder will be identified by the system, the system will check all bids received in e-Tender and e-Reverse Auction and identify the Bidder who has quoted the lowest Tariff therein ("Lowest Bidder").

1.1.6. Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified here, be selected in case such Lowest Bidder withdraws or is not selected for any reason. It is hereby clarified that the Procurer will only accept the entire capacity offered of the Selected Bidder.

Provided that the Selected bidder is allowed to offer the capacity by pooling power from multiple sources, including from Solar Power offered by MSEDCL under the Executed PPA and other power supply from any other source. For supply of power under PPA, Selected Bidder won't be mandated to have ownership of any such source.

Provided further that Selected Bidder shall be responsible for any generation variation and/or shortfall and/or excess from any such source and/or project including any Solar Power supply under the Executed PPA.

In case the Solar Power by MSEDCL under the Executed PPA is not made available to the Selected Bidder due to any transmission constraints by such Supply Start date, the Selected Bidder shall still ensure supply of power under this tender from above prescribed Supply Start dates.

Irrespective of any source of supply, the Tariff under the PPA shall remain fixed in accordance with Article 11 of the PPA.

1.1.7. The Supplier shall be entitled to receive Tariff for energy scheduled at the Delivery Point(s).

1.1.8. Details of the process to be followed at the e-Tender and the terms thereof are spelt out in this RFP.

1.1.9. Any queries or request for additional information concerning this RFP shall be submitted in writing online at the [BHARAT ELECTRONIC TENDER Portal] or by speed post/courier and by e- mail attaching the queries in Microsoft word file so as to reach the officer designated in Clause 2.13.3 of the RFQ by the specified date. The envelopes/ communication shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: RFP for 2500 MW Supply Capacity".

2. INSTRUCTIONS TO BIDDERS

A. General

2.1 General Terms of Bidding

2.1.1 No Bidder shall submit more than one Bid for the Supply Capacity.

2.1.2 Unless the context otherwise requires, the terms not defined in this Section B, but defined in Section A of this Bidding Document shall have the meaning assigned thereto in Section A.

2.1.3 The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Any variations or deviations found subsequently shall not confer any right on the Bidders, and the Procurer shall have no liability whatsoever in relation to or arising out of any variations or deviations detected subsequently.

2.1.4 Notwithstanding anything to the contrary contained in this Section B, the detailed terms specified in the draft PPA shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the PPA.

2.1.5 The Bid should be furnished in the format at Appendix–I, clearly indicating the Bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.1.6 The Bid shall consist of a Tariff to be quoted by the Bidder, as per the terms and conditions of this Section B and the provisions of the PPA.

2.1.7 The Bidder shall deposit a Bid Security as specified in Clause 1.1.3 of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee or an Insurance Surety Bond or a Payment on Order Instrument acceptable to the Procurer, as per format at Appendix–II.

2.1.8 The validity period of the Bank Guarantee/ Insurance Surety Bond / Payment on Order Instrument shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Procurer and the Bidder. The Bid shall be summarily rejected if it is not submitted atleast 7 days prior to the Bid Due Date. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the PPA.

2.1.9 The Bidder should submit a Power of Attorney as per the format at Appendix– III, authorising the signatory of the Bid to commit the Bidder.

2.1.10 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.11 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.12 The documents including this Section B and all attached documents, provided by the Procurer are and shall remain or become the property of the Procurer and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.12 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Procurer will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.13 This Bidding Document is not transferable.

2.1.14 Any award of contract pursuant to this Section B shall be subject to the terms of Bidding Document.

2.1.15 ***Omitted***

2.2 Change in Ownership

By submitting the Bid, the Bidder shall be deemed to have acknowledged and agreed that in the event of a change in control of the Bidder/ Affiliate / Associate prior to signing of PPA, whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with Section A, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Procurer forthwith along with all relevant particulars about the same and the Procurer may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the PPA but prior to the Appointed Date of the Supply Capacity, it would, notwithstanding anything to the contrary contained in the PPA, be deemed to be a breach of the PPA, and the same shall be liable to be terminated without the Procurer being liable in any manner whatsoever to the Supplier. In such an event, notwithstanding anything to the contrary contained in the PPA, the Procurer shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Procurer under the Bidding Documents and/ or the PPA or otherwise. For avoidance of doubt, the Bidder shall not be mandated to provide any ownership details for the source and/or project from which power is supplied.

2.3 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Procurer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4 Verification of information

2.4.1 Bidders are encouraged to submit their respective Bids after familiarising themselves with the information and physical conditions relevant to the Project, including the transmission capacity, applicable laws and regulations, and any other matter considered relevant by them.

2.4.2 It shall be deemed that by submitting a Bid, the Bidder has:

(a) made a complete and careful examination of the Bidding Documents;

(b) received all relevant information requested from the Procurer;

(c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Procurer relating to any of the matters referred to in Clause 2.4.1 above;

(d) satisfied itself about all matters, things and information including matters referred to in Clause 2.4.1 hereinabove necessary and required for

(e) submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

(f) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.4.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Procurer, or a ground for termination of the PPA by the Supplier; and

(g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.4.3 The Procurer shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Document or the Bidding Process, including any error or mistake therein or in any information or data given by the Procurer.

2.5 Verification and Disqualification

2.5.1 The Procurer reserves the right to verify all statements, information and documents submitted by the Bidder in response to the document, the RFQ or RFP and the Bidder shall, when so required by the Procurer, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Procurer shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Procurer thereunder.

2.5.2 The Procurer reserves the right to reject any Bid and appropriate the Bid Security if

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Bidder does not provide, within the time specified by the Procurer, the supplemental information sought by the Procurer for evaluation of the Bid.

(c) not received the Bid Security within the timeline of 7 days prior to Bid Due Date.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then the Procurer reserves the right to:

(i) invite the remaining Qualified Bidders to submit their Bids in accordance with Clause 4.4; or

(i) take any such measure as may be deemed fit in the sole discretion of the Procurer, including annulment of the Bidding Process.

2.5.3 In case it is found during the evaluation or at any time before signing of the PPA or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the Procurer, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Supplier either by issue of the LOA or entering into of the PPA, and if the Selected Bidder has already been issued the LOA or has entered into the PPA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Section B, be liable to be terminated, by a communication in writing by the Procurer to the Selected Bidder or the Supplier, as the case may be, without the Procurer being liable in any manner whatsoever to the Selected Bidder or Supplier. In such an event, the Procurer shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Procurer under the Bidding Documents and/ or the PPA, or otherwise.

B. DOCUMENTS

2.6 Contents of the RFP

2.6.1 This RFP comprises the Glossary, Disclaimer, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.8.

Invitation for Bids

Section 1.	Introduction
Section 2.	Instructions to Bidders
Section 3.	Evaluation of Bids
Section 4.	Miscellaneous

Appendices

I. Letter comprising the Bid
II. Bank Guarantee / Insurance Surety Bond / Payment of Order Instrument for Bid Security
III. Power of Attorney for signing of Bid

2.6.2 The draft PPA provided by the Procurer as part of the Bidding Documents shall be deemed to be part of this Document.

2.6.3 Executed PPA provided by the Procurer as part of Bidding Documents shall be deemed to be part of this Document.

2.7 Clarifications

2.7.1 Bidders requiring any clarification on the RFP may notify the Procurer in writing online at the [BHARAT ELECTRONIC TENDER Portal] or by speed post/courier and e-mail attaching the queries in Microsoft word file in accordance with Clause 1.1.9. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause1.3 of the RFQ. The Procurer shall endeavour to respond to the queries prior to the Bid Due Date. The responses will be sent by e-mail. The Procurer will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.7.2 The Procurer shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Procurer reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Procurer to respond to any question or to provide any clarification.

2.7.3 The Procurer may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Procurer shall be deemed to be part of the Bidding Document. Verbal clarifications and information given by Procurer or its employees or representatives shall not in any way or manner be binding on the Procurer.

2.8 Amendment of RFP

At any time prior to the Bid Due Date, the Procurer may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.8.1 Any Addendum issued hereunder will be in writing and shall be available at the [BHARAT ELECTRONIC TENDER Portal]. The Bidders are advised to check the [BHARAT ELECTRONIC TENDER Portal] for any amendments or notifications.

2.8.2 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Procurer may, in its sole discretion, extend the Bid Due Date[$].

C. PREPARATION AND SUBMISSION OF BIDS

2.9 Format and Signing of Bid

2.9.1 The Bidder shall provide all the information sought under this RFP. The Procurer will evaluate only those Bids that are received in the required formats on the [BHARAT ELECTRONIC TENDER Portal] and complete in all respects.

2.9.2 The Bid shall be uploaded and submitted only on the [BHARAT ELECTRONIC TENDER Portal], signed by a valid digital signature of the authorized signatory of the Bidder. No hard copies of the same shall be separately submitted, unless as otherwise provided herein. All documents shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

2.10 Sealing and Marking of Bids

2.10.1 The Bidder shall submit the Bid in the format specified herein at the [BHARAT ELECTRONIC TENDER Portal] only.

2.10.2 The documents accompanying the Bid shall be submitted in original to the designated contact mentioned at Clause 2.12.3 of the RFQ. The documents shall include:

(a) Letter comprising the Bid at Appendix-I;
(b) Bid Security in the format at Appendix–II;
(c) Power of Attorney for signing of Bid in the format at Appendix–III; and
(d) A copy of draft PPA with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.
(e) A copy of Executed PPA for Solar Power procurement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.

[$] While extending the Bid Due Date on account of an addendum, the Procurer shall have due regard for the time required by Bidders to address the amendments specified therein.

2.10.3 A true copy of the documents accompanying the Bid, as specified in Clause 2.10.2 (a), (b), (c) and (d) above, shall be uploaded together and a copy of Executed PPA as specified in Clause 2.10.2 (e) shall be uploaded separately. The pages in copy shall be numbered serially and every page shall be initialed in blue ink by the authorised signatory of the Bidder.

2.10.4 The Bidders shall send the hard copy of all the original documents except for Executed PPA for Solar Power procurement stated at Clause 2.10.2 in an envelope clearly indicating the name and address of the Bidder, addressed to the designated contact mentioned at Clause 2.12.3 of the RFQ.

Such hard copies should reach the aforementioned address on or before the bid due date and time in accordance with Clause 1.3 of the RFQ. The Bidders are notified that in case of any discrepancy in the documents uploaded online at the [BHARAT ELECTRONIC TENDER Portal] and the hard copies submitted in accordance with this Clause 2.10.4, the documents uploaded online shall prevail. It is to be noted that physical copy of Bid Security as per prescribed format in RfP should be reach at least 7 days prior to Bid Due Date.

2.10.5 If the Bids are not uploaded and signed as instructed above, the Procurer assumes no responsibility for rejection of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.10.6 Bids submitted by fax or e-mail shall not be entertained and shall be rejected.

2.10.7 In the e-Tender, all Bidders after uploading on the [BHARAT ELECTRONIC TENDER Portal] the Application and the Bid as per the RFP and digitally signing the same must click on "Final submit" button to finally submit their Application and Bid, without clicking the "Final submit" button the system will not consider the Application or the Bid.

2.11 Bid Due Date:

2.11.1 Bids should be submitted online latest by the Bid Due Date and time specified on the [BHARAT ELECTRONIC TENDER Portal] in the manner and form as detailed in this Section B. A system generated email shall be sent to the Bidder as a receipt thereof.

2.11.2 The Procurer may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.8 uniformly for all Bidders.

2.12 Late Bids

Applications will not be accepted for submission at the [BHARAT ELECTRONIC TENDER Portal] after the time specified on the Bid Due Date.

2.13 Contents of the Bid

The Bid shall be furnished in the format at Appendix–I and shall consist of a composite single part Tariff to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Tariff to undertake the Project in accordance with this RFP and the provisions of the PPA.

2.13.1 Generally, the Project will be awarded to the Lowest Bidder after the completion of process

under Clause 1.1.6 above.

2.13.2 The opening of Bids and acceptance thereof shall be substantially in accordance with this Section B.

2.13.3 The draft PPA shall be deemed to be part of the Bid.

2.14 Modifications/ Substitution/ Withdrawal of Bids

2.14.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that such modification, substitution or withdrawal is made prior to the Bid Due Date. The [BHARAT ELECTRONIC TENDER Portal] shall provide the option to Bidders, after submission of the Bid as per this Bidding Document, to withdraw and delete Bids. Clicking on withdraw Bid, will withdraw the Bidder's Bid and no further submission will be allowed whatsoever. While clicking on Delete Bid, will delete all the encrypted data saved on the BHARAT ELECTRONIC TENDER Portal and the Bidder may submit fresh Bids prior to the Bid Due Date.

2.14.2 However not withstanding this Clause, all Bids submitted in **e-Reverse Auction** round will be considered final and cannot be modified after the bid has been accepted by the system. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.14.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Procurer, shall be disregarded.

2.15 Rejection of Bids

2.15.1 Notwithstanding anything contained in this Section B, the Procurer reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Procurer rejects or annuls all the Bids, it may, in its discretion, invite all Qualified Bidders to submit fresh Bids hereunder.

2.15.2 The Procurer reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.16 Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Procurer.

2.17 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Procurer in relation to, or matters arising out of, or concerning the Bidding Process. The Procurer will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same

in confidence. The Procurer may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Procurer or as may be required by law or in connection with any legal process.

2.18 Correspondence with the Bidder

Save and except as provided in this Section B, the Procurer shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

B. BID SECURITY

2.19 Bid Security

2.19.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of a Bank Guarantee or e-Bank Guarantee issued by a nationalized bank, or a Scheduled Bank in India, in favour of the Procurer in the format at Appendix–II (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Procurer and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

As another alternative to submission of Bid Security as above, the Bidder also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by Procurer within the provisions of RFP/PPA. This instrument would be furnished as per Format Annexure-IV of the RFP, within the timelines as per Clause 1.1.3 above, for the amount and validity period as mentioned herein above.

Bidder may also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by Procurer within the provisions of RFP/PPA. This instrument would have to be furnished as per Format Annexure-V of the RFP, within the timelines as per Clause 1.1.3 above, for the amount and validity period as mentioned herein above.

Bid Security in the form of Insurance Surety Bond / Payment on Order Instrument may also be acceptable.

2.19.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Procurer and payable at (the "**Demand Draft**"). The Procurer shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.19.3 Any Bid not accompanied by the Bid Security which has been submitted 7 days prior to Bid Due

Date shall be summarily rejected by the Procurer as non-responsive.

2.19.4 Save and except as provided in Clauses 1.1.3 above, the Bid Security of unsuccessful Bidders will be returned by the Procurer, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Procurer, and in any case within 60 (sixty) days from the Bid Due Date. Where Bid Security has been paid by demand draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Procurer give the name and address of the person in whose favour the said demand draft shall be drawn by the Procurer for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.19.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Supplier signing the PPA and furnishing the Performance Security in accordance with the provisions thereof. The Procurer may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the PPA.

2.19.6 The Procurer shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.19.7 herein below. The Bidder, by submitting its Bid pursuant to this Section B, shall be deemed to have acknowledged and confirmed that the Procurer will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this Section B. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.19.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Procurer under the Bidding Documents and/ or under the PPA, or otherwise, if,

a. not submitted 7 days prior to Bid Due Date;
b. a Bidder submits a non-responsive Bid;
c. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this Section B;
d. a Bidder withdraws its Bid during the period of Bid validity as specified in this SECTION B and as extended by mutual consent of the respective Bidder(s) and the Procurer;
e. the Selected Bidder fails within the specified time limit-

   i. to sign and return the duplicate copy of LOA;
   ii. to sign the PPA; or
   iii. to furnish the Performance Security within the period prescribed therefor in the PPA; or

f. the Selected Bidder, having signed the PPA, commits any breach thereof prior to furnishing the Performance Security.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

3.1.1 The Procurer shall open the Bids at 15:00 hours on the Bid Due Date of only those Bidders whose Bid Security received 7 days prior to Bid Due date.

3.1.2 The Procurer will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Clause 3.

3.1.3 To facilitate evaluation of Bids, the Procurer may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of responsiveness

3.2.1 Prior to evaluation of Bids, the Procurer shall determine whether each Bid is responsive to the requirements of this Section B. A Bid shall be considered responsive only if:

a. it is received as per the format at Appendix–I;
b. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.11.1;
c. it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.9 and 2.10;
d. it is accompanied by the Bid Security as specified in Clause 1.1.3;
e. it is accompanied by the Power(s) of Attorney as specified in Clause 2.1.9;
f. it contains all the information (complete in all respects) as requested in this Section B and/or Bidding Documents (in formats same as those specified);
g. it does not contain any condition or qualification; and
h. it is not non-responsive in terms hereof.

3.2.2 The Procurer reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Procurer in respect of such Bid. Provided, however, that the Procurer may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

4. e-Reverse Auction

4.1 After the opening of the Bids of the Bidders who have qualified in the evaluation of their Applications, the system will rank the Bidders according to their Tariffs quoted in their Bids.

4.2 All the shortlisted qualified Bidders in e-Tender will be intimated individually by system generated emails only. The e-Reverse Auction shall start within 120 minutes of opening of the RFP bids and shall continue for a period of next 120 minutes with auto extension of 10 minutes, as applicable.

Provided that during the last 10 (ten) minutes before the scheduled close time of e- Reverse auction, if a price bid is received which is lower than the lowest prevailing price bid recorded in the system during e-Reverse auction, the close time of e-Reverse auction will be automatically extended by 10 (ten) minutes from the time of the last price bid received. This process of auto extension will continue till there is a period of 10 (ten) minutes during which no price bid is received which is lower than the prevailing lowest price bid.

4.3 During the e-Reverse Auction Process, the Bidders will have the option of reducing the Tariff quoted by them in e-Tender in their Bids in decrements of 1 (one) paise or multiples thereof.

4.4 ***Omitted***

5. COMMENCEMENT OF POWER SUPPLY

5.1 Scheduled Commencement Date of Supply "Supply Start Date" and Penalty for Delay in Commencement of Supply

5.1.1. The Scheduled Commencement Date of Supply, "Supply Start Date" (SSD), for supplying power from the Supply Capacity shall be as below:

1. Phase I ([1000 MW / 500 MW]) PPA: SSD shall be 28-Feb-27.
2. Phase II ([1000 MW / 500 MW]) PPA: SSD shall be 29-Apr-27.
3. Phase III ([500 MW / 250 MW]) PPA: SSD shall be 29-Jul-27.

5.1.2. Above mentioned supply capacity will be prorated in case of multiple Bidders are selected.

5.1.3. The maximum time period allowed for commencement of power supply from the Supply Capacity with applicable penalty, shall be limited to the date as on 6 (six) months from the respective SSD of each phase or the respective extended SSD (if applicable).

5.1.4. For delay in commencement of power supply beyond the date as per Clause 5.1.3 above, the Supply Capacity shall stand reduced to the Supply Capacity that has commenced supply of power until the date as per Clause 5.1.3 above, and PPA for the balance Supply Capacity will stand terminated.

5.1.5. In case of delay in commencement of supply of power beyond the applicable SSD of each phase until the date as per Clause 5.1.3 above, as part of the penalty, the total PBG amount for the Supply Capacity shall be encashed on per-day-basis and proportionate to the Supply Capacity that has not commenced supply of power. For example, in case of a Supply Capacity of 2500 MW capacity, if commencement of power supply from 100 MW capacity is delayed by 18 days beyond the SSD/ extended SSD, then the penalty shall be calculated as: PBG amount X (100/2500) X (18/180). For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days.

5.1.6. It is to clarify that the bidder shall unconditionally commence power supply from the SSD as per Clause 5.1.1 above. In case Solar Power (as per Clause 5.3) from MSEDCL is not available due to any transmission constraints by such SSD, bidder shall still ensure supply of power under this PPA from the above SSD.

5.2 Part Commencement of Supply of Power

5.2.1. Part Commencement of power supply from the Supply Capacity shall be accepted by Procurer subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) shall be 50 MW (with the last part being the balance Supply Capacity), without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power.

5.2.2. However, the SSD will not get altered due to part-commencement of power supply. Irrespective of dates of part or full commencement of power supply, the PPA will remain in force for the period specified in the PPA.

5.3 Solar Power from MSEDCL

5.3.1. MSEDCL shall make available 5000 MW solar power ("**Solar Power**") (or pro-rated capacity in case of more than one Selected Bidder) to the Selected Bidder for use in / supply of Supply Capacity, at the applicable tariff ("**Solar Tariff**"), under the Executed PPA.

5.3.2. The Selected Bidder in accordance with Executed PPA shall be responsible under this tender to schedule, this entire 5000 MW Solar Power (or the capacity proportional to the awarded Supply Capacity) at its discretion, however, it shall independently be responsible for supply of Supply Capacity under this PPA as per its terms and conditions.

5.3.3. The Selected Bidder at its sole discretion, shall have rights and be responsible for the scheduling and sale of Solar Power, in accordance with PPA.

To this extent, MSEDCL shall facilitate the Selected Bidder to enter into a tripartite agreement, in the form set out in PPA, with the MSEDCL and the Solar Power Generator.

5.3.4. MSEDCL shall continue to pay Solar Tariff under the Executed PPA to the Solar Power Generator as per terms of Executed PPA. Given the adjustment stipulated at fifth para of Clause 1.2.15 of RFQ, MSEDCL shall not seek any payments from the Supplier, for the Solar power scheduled/supplied under the Executed PPA.

5.4 *Omitted.*

5.5 *Omitted.*

5.6 Early Commencement of Supply of Power

5.6.1. The Bidder shall be permitted for commencement of power supply from full as well as part Supply Capacity even prior to the respective SSD. Procurer to purchase power from such early part/full Supply Capacity prior to SSD, and such power will be purchased by Procurer at the PPA tariff.

5.6.2. In case Procurer does not purchase such energy, early part/full commencement of power supply from the Supply Capacity shall still be allowed and the Bidder will be free to sell such energy to a third party until SSD of the Supply Capacity.

6. FINANCIAL CLOSURE

6.1 *Omitted*

6.2 ***Omitted.***

7. SELECTION OF BIDDER

7.1 Subject to the provisions of Clause 2.15.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the Lowest composite single part Tariff (the "L1 tariff") offered to the Procurer after e-Tender, in conformity with the provisions of Clause 1.1.7 shall be declared as the selected Bidder (the "Selected Bidder-1") and the Selected Bidder-1 shall be allocated the quantum of power/capacity offered by him. If the allocated quantum of power/capacity is less than the total quantum of power/capacity to be contracted, the quantum or power/capacity allocation shall be on the basis of "Bucket filling" i.e. capacity quoted by Selected Bidder-1 at L1 tariff shall be allocated first, then the capacity quoted by the next lower bidder (the "**L2 bidder**") at the tariff quoted by him (the "**L2 tariff**") may be allocated and so on. In the event that the Procurer rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

7.2 In the event that two or more Bidders quote the same Tariff for (a) the full Capacity Required (the "Tie Bidders"), the Procurer shall identify the Selected Bidder under (a) the time of submission of the Bid will be the deciding factor for their ranking with the Bidder submitting the Bid earlier given the priority.

7.3 In the event that any Selected Bidder as per Clause 7.1 withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Procurer may allocate the whole of capacity to subsequent Bidders at the Tariff quoted by L1 in the e-Reverse Auction Process.

7.4 ***Omitted***.

7.5 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Procurer to the Selected Bidder and the Selected Bidder shall, within 7 (seven) working days of the issuance of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Procurer may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

7.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Supplier to execute the PPA within the period prescribed in Clause 1.1.3 of the RFQ. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the PPA.

7.7 ***Omitted***

7.8 ***Contacts during Bid Evaluation***

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Procurer makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Procurer and/ or their employees/ representatives on matters related to the Bids under consideration.

7.9 *Bid Parameter*

7.9.1. The Bid shall comprise the composite single part Tariff offered by the Bidder for supply of electricity to the Procurer exclusive of all applicable transmission charges and losses at Delivery Point in accordance with the provisions of the PPA. The composite single part Tariff comprising the Bid shall be offered in accordance with the provisions of Clauses of the PPA.

Bidder to submit at time of Bid Submission, composite single part Tariff for its Supply Capacity at Delivery Point for 1st year which shall remain fixed for the entire Supply Capacity and for the entire contract period.

8. MISCELLANEOUS

8.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Procurer has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

8.2 The Procurer, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

8.2.1. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

8.2.2. consult with any Bidder in order to receive clarification or further information;

8.2.3. retain any information and/ or evidence submitted to the Procurer by, on behalf of, and/ or in relation to any Bidder; and/ or

8.2.4. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

8.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Procurer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

8.4 The Section B and Section A are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Section B, in the event of any conflict between them the priority shall be in the following order:

8.4.1. the Section B;
8.4.2. the Section A.

i.e. the Section B at (a) above shall prevail over the Section A at (b) above.

APPENDIX – I

Letter comprising the Bid

(Refer Clauses 2.1.5 and 2.13 in section B, signed copy to be submitted to Procurer and uploaded with Bid)

Dated:

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

Sub: Bid for 2500 MW Supply Capacity

Ref: RfQ No. MSEDCL/RE RTC/Phase-1/25-26/001/dated 02/01/2026

Dear Sir,

1. With reference to your Bidding Document dated 02.01.2026 , comprising of the RFQ & RFP, I/we, having examined the Bidding Document and understood their contents, hereby submit my/our Bid for the aforesaid Supply Capacity. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Procurer will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Supplier for the aforesaid Supply Capacity, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as Supplier for the sale of Supply Capacity to the Procurer.

4. I/ We shall make available to the Procurer any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I/ We acknowledge the right of the Procurer to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

   7.1 I/ We have examined and have no reservations to the Bidding Document, including any Addendum issued by the Procurer; and

7.2 I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of Section A of the Bidding Document, in respect of any tender or Section B issued by or any agreement entered into with the Procurer or any other public sector enterprise or any government, Central or State; and

7.3 I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of Section A of the Bidding Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

7.4 the undertakings given by us along with the Application in response to the Section A for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.15 of Section B of the Bidding Document.

9. I/ We believe that we satisfy the Net Worth, Turnover and EBITDA criteria and meet the requirements as specified in Section A of the Bidding Document.

10. ***Omitted.***

11. Omitted.

12. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Supply Capacity or which relates to a grave offence that outrages the moral sense of the community.

13. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court.

14. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/ employees[$].

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[$] In case the Applicant is unable to provide the certification specified in para 14, it may precede the paragraph by the words, viz. "Except as specified in Schedule **** hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Procurer will consider the contents of such Schedule and determine whether or not the exceptions/ disclosures are of a nature that could cast a doubt on the ability or suitability of the Applicant to undertake the Project.

15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Procurer of the same immediately.

16. I/ We acknowledge and agree that in the event of a change in control of Bidder was taken into consideration for the purposes of qualification under and in accordance with Section A, I/We shall inform the Procurer forthwith along with all relevant particulars and the Procurer may, in its sole discretion, disqualify or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the PPA, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the PPA shall be liable to be terminated without the Procurer being liable to us in any manner whatsoever.

17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Procurer in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Supply Capacity and the terms and implementation thereof.

18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a PPA in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

19. I/ We have studied all the Bidding Documents carefully and also surveyed the Site. We understand that except to the extent as expressly set forth in the PPA, we shall have no claim, right or title arising out of any documents or information provided to us by the Procurer or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.

20. I/ We offer a Bid Security of Rs..... (Rupees ..... only) to the Procurer in accordance with Section B of the Bidding Document.

21. The Bid Security in the form of a Demand Draft/ Bank Guarantee/ Insurance Surety Bond / Payment on Order Instrument (strike out whichever is not applicable) is attached and physical copy of the same has already been submitted in compliance to the Tender documents.[19]

22. The documents accompanying the Bid, as specified in Clause 2.10.2 of Section B of the Bidding Document, have been submitted online at the e-Bidding [BHARAT ELECTRONIC TENDER Portal].

[19] In case the Bid Security is submitted online, a receipt of the same shall be submitted.

23. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Document. In no case, I/we shall have any claim or right of whatsoever nature if the Supply Capacity / Contract is not awarded to me/us or our Bid is not opened or rejected.

24. The Tariff has been quoted by me/us after taking into consideration all the terms and conditions stated in the bidding document, draft PPA, our own estimates of costs and revenues.

25. I/ We agree and undertake to abide by all the terms and conditions of the Bidding Document.

26. I/ We undertake to feed electric supply into the grid at a point that is economical and efficient, as determined by the RLDC or SLDC, as the case may be.

27. Omitted.

28. I/We offer a Capacity of {…MW} which conforms Clause 1.1.1 of Section A of the Bidding Document.

29. I/ We shall keep this offer valid for 180 (one hundred eighty) days from the Bid Due Date specified in the Bidding document.

30. I/ We hereby submit the following Bid and offer, as on the Bid Due Date, in accordance with the provisions of the PPA and Clause 4.8 of this RFP**:**

    8.4.3. A Tariff of Rs.……and paise…… (Rupees….and paise……) per kWh

In witness thereof, I/we submit this Bid under and in accordance with the terms of this document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder

22 Omit the option which is not applicable

APPENDIX – II

Bank Guarantee for Bid Security

(Refer Clauses 2.1.7 and 2.19.1)

B.G. No. Dated:

1. In consideration of you, *****, having its office at *****, (hereinafter referred to as the "Procurer", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ……(a company registered under the Companies Act, 1956/2013) and having its registered office at …… ((hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the ..... Supply Capacity (hereinafter referred to as the "Project") pursuant to the Bidding Document dated …… issued in respect of the Project and other related documents including without limitation the draft Agreement for Procurement of Power (the "PPA") (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at …… and one of its branches at …. (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of Section B of the Bidding Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Document (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Procurer an amount of Rs.
   ***** (Rupees ***** only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Procurer stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Procurer is disputed by the Bidder or not, merely on the first demand from the Procurer stating that the amount claimed is due to the Procurer by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees ***** only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Procurer and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Procurer shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Procurer that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Procurer and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Procurer shall be entitled to treat the Bank as the principal debtor. The Procurer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Procurer, and the Bank shall not be released from its liability under these presents by any exercise by the Procurer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Procurer or any indulgence by the Procurer to the said Bidder or by any change in the constitution of the Procurer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Procurer to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Procurer may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Procurer in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees ***** crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Procurer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days from the Bid Due Date)].

Signed and Delivered by …. Bank
By the hand of Mr./Ms ……, its .. and authorised official.

(Signature of the Authorised Signatory)
(Official Seal)

`

APPENDIX – III

Power of Attorney for signing of
Bid (Refer Clause 2.1.9)

Know all men by these presents, We, … (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms (Name), son/daughter/wife of … and presently residing at …., who is presently employed with us and holding the position of …., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the 2500 MW Supply Capacity proposed or being developed by the ***** (the "Procurer") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Procurer, representing us in all matters before the Procurer, signing and execution of all contracts including the Agreement for Procurement of Power (PPA) and undertakings consequent to acceptance of our Bid, and generally dealing with the Procurer in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the PPA with the Procurer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .... DAY OF …., 20...

For……..

(Signature, name, designation and address)

Affixation of Common Seal

Witnes

ses: 1.

2.

Accepted

Notarised (Signature, name, designation and address of the Attorney)

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholder's resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a confirming Apostille certificate.*

APPENDIX – IV

Insurance Surety Bond for Bid Security (Refer Clauses 2.1.7 and 2.19.1)

(To be stamped in accordance with stamp act of India)

Insurance Surety Bond No.
Date:
To
[.]

Dear Sir,

In accordance with your RFP No. …….dated ……., M/s ……[Insert name of the Bidder] having its Registered/Head Office at……. [Insert address of the bidder] (hereinafter referred to as 'bidder') wish to participate in the said bid for ……..[Insert name of the RFP].

As an irrevocable Insurance Surety Bond against Bid Security for an amount of ..... [Insert amount not less than that derived in line with Clause no. 1.3.1 of the RFP] valid for……[insert date of validity in accordance with Clause no. 2.19] of this RFP required to be submitted by the bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the RFP Documents.

We, the……. [Insert name of the 'Insurer'] having our Head Office at ……..[Insert address of the Insurer] guarantee and undertake to pay immediately on demand by _____ Limited (hereinafter referred to as 'Procurer') the amount of ..... [Insert amount not less than that derived in line with Clause no. 2.19 of this RFP] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Bidder. Any such demand made by Procurer shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the Bidder in terms thereof.

This Insurance Surety Bond shall be unequivocal, unconditional as well as irrevocable and shall remain valid upto..... [insert date of validity in accordance with Clause no. 2.19 of this RFP]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from M/s ……[Insert name of the Bidder] on whose behalf this Insurance Surety Bond is issued.

The Insurer hereby agrees and acknowledges that the Procurer shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer hereby expressly agrees that it shall not require any proof in addition to the written demand by Procurer, made in any format, raised at the above-mentioned address of the Insurer, in order to make the said payment to Procurer. The Insurer 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 Insurer shall not require Procurer to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against Procurer in respect of any payment made hereunder.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

This Insurance Surety Bond shall be a primary obligation of the Insurer and accordingly Procurer shall not be obliged before enforcing this Insurance Surety Bond 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 Procurers or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this ..... day of ..... 20..... at .....

.....
(Signature)
.....
(Name)
.....
(Designation with Insurer Stamp)
Power of Attorney No.....
Date.....
Email id of the Branch for confirmation of this Bond: …….

NOTE:

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

2. Procurer shall be the Creditor, the bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of bidder/Insurer issuing the Insurance Surety Bond.

APPENDIX – V

Payment on Order Instrument for Bid Security (Refer Clauses 2.1.7 and 2.19.1)

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF BG TOWARDS BID SECURITY)

No. Date

Procurer

Registered

_____,

_____

Reg: M/s _____ (insert name of the Bidder) – Issuance of Payment on Order Instrument for an amount of Rs.

Dear Sir,

1. It is to be noted that M/s. _____ (insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to supply power.

2. At the request of M/s _____, on behalf of _____ (insert name of the Bidder), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees_____ (in words)). This Payment on Order Instrument comes into force immediately.

3. In consideration of the _____ [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RFP inter alia for supply of 2,500 MW Supply Capacity for supply of power there from on FOO basis, in response to the RFP No. _____ dated _____ issued [.] (hereinafter referred to as Procurer) and Procurer considering such response to the RFP of …… [Insert the name of the Bidder] as per the terms of the RFP, the _____ [Insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to Procurer at [Insert Name of the Place from the address of Procurer] forthwith without demur on demand in writing from Procurer or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ [Insert amount not less than that derived in line with Clause 1.1.3 of the RFP], only, on behalf of M/s _____ [Insert name of the Bidder].

4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____lakhs (in words_____) to Procurer on the following conditions:-

   (a) IREDA/REC/PFC agrees to make payment of the said amount unconditionally, without demur and without protest upon receipt of request from Procurer within the validity period of this letter as specified herein;

   (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be

honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against Procurer;

(c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;

(d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (Procurer and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;

(e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;

(f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by Procurer made in any format within the validity period. IREDA/REC/PFC shall not require Procurer to justify the invocation of the POI against the Bidder, to make any claim against or any demand against the Bidder or to give any notice to the Bidder;

(g) The POI shall be the primary obligation of IREDA/REC/PFC and Procurer shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the Bidder;

(h) Neither Procurer is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against Procurer in respect of the payment made under letter of undertaking;

5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to _____ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs _____ and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

6. In pursuance of the above, IREDA/REC/PFC and Procurer have signed an Umbrella Agreement dated _____ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to Procurer and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,
Yours faithfully For and on behalf of
M/s.
(Name of the POI issuing agency).

(_____)
General Manager (TS)

Copy to:-
M/s. _____ PP _____
_____
_____ s per their request

(_____)
General Manager (TS)

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