

	<p style="text-align: center;">नवी मुंबई महानगरपालिका</p> <p>प्लॉट नं. 1 व 2, गोवर्धनी चौक, सेक्टर -15ए, सी.बी.डी., बेलापूर नवी मुंबई - 4 0 6 1 4 दरध्वनी क्र. : 27567001/27567002</p>	<p style="text-align: center;">Navi Mumbai Municipal Corporation</p> <p>Plot No. 1 & 2, Govardhani chowk, Sec.15A, C.B.D., Belapur, NAVI MUMBAI - 400 614. TEL. No.:27567001/27567002</p>
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शहर अभियंता विभाग

फेरनिविदा सुचना क्र.नमंमपा/श.अ./401/2022-2023

नवी मुंबई महानगरपालिका नोंदणीकृत व अनुभवी कंत्राटदाराकडून खालील कामाकरीता Online निविदा मागवित आहे. सदर कामाचा तपशील खालीलप्रमाणे आहे.

अ. क्र.	कामाचे नांव व निविदा प्रकार	इसारा रक्कम रु.	कोन्या निविदेची रक्कम रु.	कामाचा कालावधी
1.	नवी मुंबई महानगरपालिका क्षेत्रातील अत्यावश्यक अशा आस्थापनासाठी अक्षय उर्जा स्त्रोतातून वीजनिर्मिती करून शहराच्या उर्जा स्वयंपूर्णतेसाठी अहवालानुसार मोरबे धरणावर तरंगता सौर उर्जा व जल विद्युत (हायड्रो उर्जा) प्रकल्प उभारणे व कार्यान्वयित करणे	2,50,00,000/-	5,900/-	12 महिने

निविदा पुस्तिका ई-टेंडरिंग (E-tendering) संगणक प्रणालीच्या www.nmmc.etenders.in या संकेत स्थळावर व नमंमपाच्या (www.nmmc.gov.in) संकेत स्थळावर प्राप्त होतील. निविदेचे सादरीकरण खालील तक्त्यात नमुद केल्याप्रमाणे www.nmmc.etenders.in या संकेत स्थळावर Online करण्याचे आहे.

ई-निविदा प्रसिद्धीचा तपशील

ई-निविदा विक्री व भरणे (upload) कालावधी	दिनांक - 21/02/2023, सकाळी 10.00 पासून दिनांक - 23/03/2023, रोजी दुपारी 3.00 वाजेपर्यंत
ई-निविदा उघडण्याचा दिनांक	दिनांक - 23/03/2023, दुपारी 4 वाजता शक्य झाल्यास

कोणतीही निविदा स्विकारणे अथवा नाकारण्याचा अधिकार मा. आयुक्त, नवी मुंबई महानगरपालिका यांनी राखून ठेवला आहे.

श्री. संजय गोपाळ देसाई
शहर अभियंता
नवी मुंबई महानगरपालिका

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Document Description	Development of Renewable Energy Project Facilities of Hydro Electric Power Plant of 1.5 MW and Floating Solar PV Power Plant of 100 MW at Morbe Dam
Date & Time of Start of Sale of RFP	21/02/2023 10.00 Hrs.
End Date & Time of Sale of Tender	23/03/2023 15.00 Hrs.
Last date & Time of Submission of Tender	23/03/2023 15.00 Hrs.
Date and time of Bid (Technical) Opening	23/03/2023 16.00 Hrs.
Date & Time of Financial bid opening	To be communicated later
E-Reverse Auction	To be communicated later
Cost of RFP Document (non-refundable)	5,900
Earnest Money Deposit (EMD)	Earnest Money Rs. 50,00,000 (Rupees Fifty Lakhs only) through online payment gateway and Rs. 2,00,00,000 (Rupees Two Crore Only) to be submitted in the form of bank guarantee along with the tender ID
Submission of Performance Security (PS)	Rs. 25 Cr. (Rupees Twenty-Five Crore only) to be submitted in the form of Bank Guarantee within 30 days of issuance of LOA
Signing of PPA	Within 30 days from the date of issue of LOA
Contact Persons	Mr. Shirish Aradwad, Add. City Engineer (9820097212) Mr. Pravin Gade, Executive Engineer (9920062126)
Email ID	addl_ce_mech_elect@nmmc.gov.in

This tender document is not transferable.

The NMMC reserves the rights to accept any of the application or reject any or all the application received for above subject without assigning any reason thereof. Changes if any in the above scheduled dates will be published on E-Tendering portal only.

DISCLAIMER

1. This Request for Proposal (RFP) document is not an agreement or offer by Navi Mumbai Municipal Corporation, NMMC to the prospective Bidders or any other party. The purpose of this RFP is to provide interested parties with information to assist the formulation of their Bid. This RFP is based on material and information available in public domain.
2. This RFP, along with its Formats, is not transferable. The RFP and the information contained therein are to be used only by the person to whom it is issued. It shall not be copied or distributed by the recipient to third parties. In the event that the recipient does not continue with its involvement in the bidding process in accordance with this RFP, this RFP must be kept confidential.
3. While this RFP has been prepared in good faith, neither NMMC nor its employees or consultants make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this RFP.
4. Neither NMMC, its employees nor its consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award for supply of power, the information supplied by or on behalf of NMMC or its employees, any consultants or otherwise arising in any way from the selection process for the said supply of power.
5. Any capitalized term, used but not defined in this RFP, shall have the meaning as described to such term in the RFP Documents, or the Bidding Guidelines, in that order.
6. All the documents pertaining to Project / Tender like Drawings, Designs, Estimates are only for the reference purposes and are meant for internal estimation. The bidders are supposed to carry out their own due diligence Drawings, Designs, Estimates for quoting the tender & executing the project.
7. In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Electricity Act 2003, the CERC /MERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2019, Grid Code or any other relevant electricity law, rule or regulation prevalent in India, as amended or re-enacted from time to time, in that order.

DEFINITIONS

“Affiliate” shall mean a Company that, directly or indirectly,

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

“Appointed Date” means the date on which all the Conditions Precedent are achieved and every Condition Precedent is either satisfied or waived, as the case may be, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Contract Period.

“Bid” shall mean the Non-Financial Bid and the Financial Bid submitted by the Bidder, in response to this RFP, in accordance with the terms and conditions hereof.

“Bidder” shall mean Bidding Company or a Bidding Consortium or Individual company under company Act Including its successors, executors and permitted assignee and Lead Member of the Bidding Consortium

“Bidding Company” shall refer to such single company that has submitted the Bid in accordance with the provisions of this RFP; and shall mean a body incorporated in India under the Company Act 2013 as the case may be.

“Bidding Consortium” or “Consortium” shall refer to a group of Companies not more than 2 (Two) member that have collectively submitted the response in accordance with the provisions of this RFP under a Consortium Agreement;

“Biding Individual Company” shall mean any individual company formed under company Act, who has submitted the Bid in response to this RFP.

“Bid Deadline” shall mean the last date and time for submission of Bid in response to this RFP as specified in Clause 1.3 of this RFP;

“Capacity of Project” shall be as per Section 2/ Clause No. 2.2 of RFP

“Commission” shall mean Maharashtra Electricity Regulatory Commission (MERC) referred to in Section 83 of the Electricity Act 2003,

“Capacity Utilisation Factor” or “CUF” shall have the same meaning as provided in MERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2019 as amended from time to time. Shall mean the ratio of actual gross energy generated by the project to the equivalent energy output at its rated capacity over the year

“Commercial Operation date (C.O.D)” shall mean the Date on which the concessioner will start delivering the power at the Delivery Point as per the terms and conditions of the PPA; which is 18 months from the date of financial Closure excluding monsoon period for the Hydro power project and for First phase of Floating Solar energy plant (i.e. 60 MW) it is 12 months from the date of financial Closure excluding monsoon period. COD for Second Phase of Floating Solar energy plant (i.e. 40 MW) shall be 12 months from COD of First phase of Floating Solar or 12 months from the order for the next phase issued by NMMC, whichever is earlier.”.

“Conflict of Interest” A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process under this RFP if they have a relationship with each other, directly or indirectly through a common company or otherwise, that puts them in a position to have access to information about or influence the Bid of another Bidder;

“Consents, Clearances and Permits” shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained by bidder from or provided by any concerned authority for the purpose of setting up of the generation facilities and/or supply of power;

“Performance Security (PS)” shall have the meaning as per Clause 2.13 of this RFP;

“Contract Year” shall mean the period beginning on the Commercial Operation Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months

beginning on April 1 and ending on March 31 provided that the last Contract Year shall end on the last day of the term of the PPA;

“CTU” or “Central Transmission Utility” shall mean the utility notified by the Central Government under Section-38 of the Electricity Act 2003;

“Contracted Energy” shall mean the Net Energy in MUs corresponding to the contracted capacity and declared CUF at the delivery point.’

“Contracted Capacity” shall mean the Net Capacity in MW on AC side contracted between seller & procurer at the delivery point as provided in the selected bid as per format 4.7 of this RFP.

“Contract Period” shall mean a period of Twenty-Five (25) years from the Commercial Operation Date as per provision of PPA.

“Day” shall mean calendar day.

“Discom” means Maharashtra State Distribution Company Limited,

“Delivered Energy” means the kilowatt hours of Electricity actually fed and measured at delivery point.

“Delivery point / Interconnection Point / metering point” shall be the point at which Renewable Energy Project facility developer (Concessionaire) shall deliver or inject the power to the STU under this Agreement. The metering shall be done at this point of interconnection. All transmission charges and losses up to the delivery point shall be borne by Concessionaire. For interconnection with grid and metering, the Renewable Energy developers shall abide by the relevant CERC/MERC Regulations (as the case may be), Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time;

“Concession Term” shall mean the duration beginning from the Appointed Date up to the Expiry Date.

"Expiry Date" shall mean the date that is Twenty-Five (25) years from the Commercial Operation Date such other date as may be extended as per terms of this Agreement, till which date the Agreement shall remain effective, unless terminated earlier in accordance with the provisions herein.

"Electricity Act 2003" shall mean the Electricity Act, 2003 and any rules, amendments, regulation, notifications, guidelines or policies issued there under from time to time.

"Earnest Money Deposit (EMD)" shall mean amount of Rs. 2,50,00,000 (Rupees Two Crore Fifty Lakhs Only) as per Clause 2.12.

"Financial Bid" shall mean the Bid to be submitted on-line, containing the Bidder's Quoted Tariff as per the Format 4.7 of this RFP;

"Financial Closure" shall mean the execution of all the financing arrangements required for the Renewable Energy Project & fulfilment of any of the conditions precedents for the initial draw down of funds there under.

"Grid Code" / "IEGC" or "State Grid Code" shall mean the Grid Code specified by the Central Commission under clause (h) of sub-section (1) of Section 79 of the Electricity Act and / or the State Grid Code as specified by the concerned State Commission referred under clause (h) of sub-section (1) of Section 86 of the Electricity Act, as applicable;

"Concessionaire" shall mean Renewable Energy Project developer and mean a Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated the Renewable Energy capacity by NMMC through a competitive bidding process

"Lead Member of the Bidding Consortium" or "Lead Member" shall mean the Member which commits at least 51% equity stake in the Project Company and so designated / recognized by other Member(s) Company of the Bidding Consortium in accordance with the Consortium Agreement specified in Format 4.3 of this RFP; which cannot be changed till 1 year from C.O.D of the project

"Letter of Award" or "LOA" shall mean the letter to be issued by the NMMC to the Successful Bidder for supply of power pursuant to Clause 3.1.3 of RFP and shall be issued

after adoption of tariff by the State Commission, if required.

“NMMC” means Navi Mumbai Municipal Corporation.

“MEDA” means Maharashtra Energy Development Agency.

“Member of a Bidding Consortium” shall mean each company formed under Companies Act or under Partnership Act 1932 in the Bidding Consortium which has executed the Consortium Agreement as provided in Format 4.3 of this RFP;

“Metering Point” shall mean a Point at which energy supplied to the Procurer shall be measured, shall be the supply voltage bus bar of the MSETCL substation. All expenses including wheeling charges and losses between the Project and the Metering Point shall be paid by the Concessionaire without any reimbursement by the Procurer. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by the Procurers.

“Non-Financial Bid” shall mean the documents as specified in Clause 1.10.1 of the RFP;

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

“Project” shall mean the Renewable Energy Project facilities undertaken for design, financing, engineering, procurement, construction, operation, maintenance, repair, refurbishment, development & insurance by the Concessionaire.

“PPA” shall mean the Power Purchase Agreement to be entered into between the Procurer(s) and the Seller pursuant to which the Seller shall supply power to the Procurer(s) as per the terms and conditions of PPA enclosed with this RFP.

“Procurer(s)” shall mean Navi Mumbai Municipal Corporation (NMMC).

“Project Company” shall mean the company, incorporated by the Bidder as per Indian laws, in accordance with Clause 2.9.

“Project Capacity” means the 1.5 MW installed capacity of the project at the generating terminal(s) and to be contracted with NMMC for supply from the Hydro Electric Power Project and 100 MW installed capacity of the project at the generating terminal(s) and to be contracted with NMMC for supply from Floating Solar System.

“Qualification Requirements” shall mean the qualification requirements as set forth in Clause 2.9 of this RFP.

“Qualified Bidder(s)” shall mean the Bidder(s) who, after evaluation of their Non-Financial Bid as per Clauses 3.1.1 and 3.1.2, stand qualified for opening and evaluation of their Financial Bid;

“Quoted Tariff” shall mean the Levellised tariff quoted by the Bidder as per the prescribed Format 4.7 and shall be construed to be at the Delivery Point as mentioned in its Bid.

“RFP” shall mean this Request for Proposal No. 401 Dated 21/02/2023 along with all formats and shall include any modifications, amendments alterations or clarifications thereto;

“Seller or Project Developer or Concessionaire” shall mean the Successful Bidder who submits the Performance Security and executes the PPA with NMMC and who shall be responsible for supplying power to the Procurer(s) at the Delivery Point for the term of the PPA as per the terms and conditions specified therein;

“Statutory Auditor” shall mean the auditor of a Company appointed under the provisions of the Companies Act, 2013 or under the provisions of any other applicable governing law;

“MSETCL” or “MAHATRANSCO” or “STU” or “State Transmission Utility” shall mean Maharashtra State Electricity Transmission Company limited, a wholly owned corporate entity under the Maharashtra Government, was incorporated under the Companies Act, in June, 2005 after restructuring the erstwhile Maharashtra State Electricity Board to transmit electricity from its point of Generation to its point of Distribution.

“Successful Bidder / Concessionaire” shall mean the Bidder selected by NMMC pursuant to this RFP to setup the project and for supply of power by itself or through the

Project Company as per the terms of the RFP Documents and with whom PPA has been signed.

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

1. INSTRUCTIONS TO THE TENDERERS

1.1 Objective

Navi Mumbai Municipal Corporation hereinafter referred to as NMMC acting through Municipal Commissioner, hereby invites interested Bidders to participate in the bidding process for the selection of Bidder for procurement of Development of Renewable Energy Project Facilities of Hydro Electric Power Plant of 1.5 MW and Floating Solar PV Power of 100 MW Project at Morbe Dam. Floating Solar PV Power Plant shall be implemented in two phases of 60 MW (125.28 MU) & 40 MW (83.52 MU).

- 1.1.1. The required generation of electricity per annum shall be 10.80 Million Unit Alternate Current (AC) from Hydroelectric plant and 208.8 Million Unit Alternate Current (AC) (1st Phase – 125.28 MU & 2nd Phase – 83.52 MU) from Floating Solar energy project through Competitive Bidding Process. The responsibility of the Successful Bidder shall be to supply power to the NMMC as per the terms and conditions of the PPA.

1.2 Issue of RFP

- 1.2.1. The detailed terms and conditions for qualification of the Bidders and for Bid submission are indicated in the RFP. All those interested may download the RFP document from websites www.nmmc.etenders.in. Interested bidders have to download the official copy of RFP & other documents after logging into the NMMC e-tendering portal by using the Login ID & Password provided by e-procurement portal during registration.
- 1.2.2. The bidders shall be eligible to submit/ upload the bid document only after logging into the www.nmmc.etenders.in and downloading the official copy of RFP.
- 1.2.3. Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RFP document along with a non-refundable processing fee as mentioned in the Bid Information Sheet. The bids submitted without cost of the RFP document and/or Processing Fee and/or submission of EMD, shall not be considered for the bidding and such bids shall not be opened by NMMC.

1.3 Contents of the RFP

- 1.3.1. This RFP comprises of Definitions, Disclaimer, the contents as listed below and will additionally include any Addenda issued by NMMC regarding the project

Section 1	-	Instructions to the Bidders
Section2	-	Techno- Commercial Terms of the RFP
Section 3	-	Evaluation Criteria
Section 4	-	Formats for Bid Submission
Annexure A1-		Technical Specifications
Annexure A2-		E-Tendering Instructions
Annexure A3-		Terms and Conditions for E-Reverse Auction
Annexure A4 -		Draft Power Purchase Agreement

- 1.3.2. The Guiding Principles / Model of Power Purchase Agreement provided by NMMC as a part of Bidding Documents shall be deemed to be part of this Document which shall be negotiated as per the requirements of the Project and comments of Lenders.

1.4 Correspondence for enquiries and clarifications

- 1.4.1. All correspondence, clarifications in respect of the RFP and submission of the Bid shall be addressed to: Additional City Engineer

1.5 Validity of the Bid

- 1.5.1. The Bid submitted by the bidder shall remain valid up to one hundred and eighty (180) days after the Bid Deadline ("Bid Validity").
- 1.5.2. NMMC reserves the right to reject any Bid which does not meet the aforementioned validity requirement. NMMC may solicit the Bidders' consent for an extension of the period of validity of the Bid. The request and the response in this regard shall be in writing. A Bidder accepting NMMC request for validity extension shall not be permitted to modify its Bid.

1.6 Bidding Process

- 1.6.1. NMMC has adopted single stage Three-step process (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. All Bidders shall submit their Technical Proposal and Financial Proposal against this

RFP in a single stage. The first step of the process involves qualification on the basis of the Technical Proposal submitted by the Bidders in accordance with the provisions of RFP. At the end of the first step, NMMC shall shortlist technically qualified Bidders. In the second step of the process, Financial Proposal of only these technically qualified Bidders shall be opened and shall be eligible for reverse auctioning in third steps after Financial Evaluation for identification of the Successful Bidder.

1.7 Preparation Cost

- 1.7.1. The Bidder shall be responsible for all the costs associated with the preparation of the Bid and participation in discussions and attending Pre-bid meetings, and finalization and execution of the RFP Documents, etc., NMMC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this Bid process.

1.8 Right to withdraw the RFP and to reject any Bid

- 1.8.1. This RFP may be withdrawn or cancelled by NMMC or annual the bidding process at any time without assigning any reasons thereof. NMMC further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.
- 1.8.2. NMMC reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this RFP and make its own judgment regarding the interpretation of the same. In this regard, NMMC shall have no liability towards any Bidder and no Bidder shall have any recourse to NMMC with respect to the selection process. NMMC shall evaluate the Bids using the evaluation process specified in Section 3, at its sole discretion. NMMC's decision in this regard shall be final and binding on the Bidders.
- 1.8.3. Commissioner reserved the rights to distributes the Solar PV and Hydro project independently / separately.

1.9 Confidentiality

- 1.9.1. The parties undertake to hold in confidence this RFP Documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- a. To their professional advisors;
- b. To their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;
- c. Disclosures required under applicable Law,
Provided that the Successful Bidder agrees and acknowledges that any of the Procurers may at any time, disclose the terms and conditions of the RFP Documents to any person, to the extent stipulated under the applicable Law or the Bidding Guidelines.

1.10 Instructions to bidders for preparation of Bid

The Bid in response to this RFP shall be submitted by the Bidders in the manner provided in Clause 1.6. Bidder have to submit both technical (Packet A & B) and financial bid together in response to this RFP. Detailed instructions to be followed by the bidders for online submission of response to RFP as stated at Annexure-A2 & A3. The Bid shall comprise of the following:

Technical Proposal as follows-

- i. Covering Letter as per prescribed **Format 4.1**.
- ii. In case of a Bidding Consortium,
 - a. Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 4.2**.
In the event any Member of the Bidding Consortium (other than lead member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Clause. Provided that such Board Resolutions shall be supported by an opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.
 - b. In case of a Consortium, the Consortium Agreement between the Members of the Consortium as per Format 4.3 along with board resolution from each Member of the Consortium for participating in consortium;
 - c. Consortium of not more than 2 (two) Companies is allowed for the bidding.
- iii. Qualification requirement as per **Format 4.4**.

- iv. Board Resolutions, as per prescribed formats enclosed as Format 4.5 as applicable to the respective Bidder and mentioned hereunder:
 - a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the Bid;
 - b. Board resolution from each of the Consortium Members except the Lead Member in favour of the person authorised to execute the Power of Attorney in favour of the Lead Member.
 - c. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project/Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium);and
 - d. Board Resolutions from Parent (whose credentials were used in response to the RFP), of the Bidding Company /any Member of the Bidding Consortium, undertaking to invest the entire amount as committed by Bidding Company/Member of the Bidding Consortium, in event of failure of the same to make such investment.
- v. **Format 4.6** for Bank Guarantee of EMD Submission
- vi. **Format 4.8** Disclosure Form
- vii. Anti-Collusion Certificate as per **Format 4.10**
- viii. Irrevocable undertaking as per **Format 4.11**
- ix. Declaration cum Indemnity Bond as per **Format 4.12**
- x. Scanned Copy of Rs. 2,00,00,000 Bank Guarantee for EMD.
- xi. All supporting documents/attachments if any regarding meeting the eligibility criteria

The bidder will have to fill the Electronic Form provided at the www.nmmc.etenders.in as part of Technical Bid.

- xii. Attachments
 - a. In case of company, Memorandum of Association, Article of Association needs to be attached along with the bid.

If the selected bidder wishes to execute the project through a Project company, the MoA / AoA of the Project Company highlighting the object relating to Renewable Energy development have to be submitted prior to signing of PPA.

- b. Certificate of Incorporation of Bidding Company/all member companies of Bidding Consortium.
- c. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent Company (if any), duly certified by a practicing Chartered Accountant / Company Secretary as on a date with in one week prior to the last date of bid submission.
- d. Documents containing information about the Promoters and their shareholding in the Company (as on a date within one week prior to the last date of bid submission) to NMMC indicating the controlling shareholding at the stage of submission of response to RFP to NMMC.
- e. Certified copies of annual audited accounts for the last three financial year, i.e. FY 2019-20, FY 2020-21 and FY 2021-22 as applicable shall be required to be submitted; OR in case the Bidder is a newly formed company, then the certificate issued by a Chartered Accountant with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statement supported with bank statement (if available) shall be required to be submitted.
- f. Certificate from Chartered Accountants, certifying the Net worth of the bidder as on 31st March, 2022.
- g. Available Line of Credit
- h. Comfort Letter from the Lenders/strategic investors if they have any preapproved credit limit to execute the project
- i. Brief Technical Description along with Conceptual drawings for proposed technologies and plant layouts
- j. Bidder shall submit following list of documents
 - i. Valid Registration Certificate
 - ii. GST Registration Certificate
 - iii. Certified Copies of PAN documents and photographs of individuals, owners etc.
 - iv. Partnership Deed and any other documents

The Bidder shall submit all the Tender Documents duly signed & stamped at the time of online submission

1.10.1. Financial Bid as per Format 4.7.

The Bidder shall inter-alia take into account the following while preparing and

submitting **online Financial Bid** as per the prescribed **Format 4.7**, duly digitally signed by an authorized signatory.

- i. The Bid shall consist of a Tariff to be quoted by the Bidder, as per the terms and conditions of this Section 2 and the provisions of the PPA.
- ii. The Bidder shall submit their Levellised Tariff (Rs./Kwh) at the Delivery Point only, through online and shall specify the same in its Financial Bid as prescribed in **Format 4.7** of this RFP;
- iii. The Qualification Requirements for the Bidder would be evaluated for the total quantum of power as per RFP.
- iv. The Levellised Tariff, as in Format 4.7, shall be an all-inclusive Tariff up to the Delivery Point for Contract Period till Expiry Date and no exclusions shall be allowed. The Bidder shall take in to account all costs including capital and operating costs, statutory taxes, levies, duties while quoting such Tariff. Availability of the inputs necessary for supply of power shall be ensured by the Concessionaire and all costs involved in procuring the inputs (including statutory taxes, duties, levies thereof) at the Delivery Point must be included in the Levellised tariff.
- v. The Bid should be furnished in the Format 4.7, 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.

1.11 Disqualification and Verification

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

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 NMMC reserves the right to:

- a) invite the remaining Qualified Bidders to submit their Bids in accordance with E-Reverse Auction Conditions; or
- b) Take any such measure as may be deemed fit in the sole discretion of NMMC, including annulment of the Bidding Process.

1.11.2.1. If any Bidder/member of consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever in order to create circumstances for the acceptance of its Bid, NMMC reserves the right to reject such Bid or cancel the Letter of Award (LoA), if issued and EMD shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RFP. If such event is discovered after the Effective Date of PPA, NMMC has right to cancel the PPA and en-cash the PS.

1.11.2.2. 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 NMMC, 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 Concessionaire 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 1, be liable to be terminated, by a communication in writing by NMMC to the Selected Bidder or the Concessionaire, as the case may be, without NMMC being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, NMMC shall be entitled to forfeit and

appropriate the Bid Security or Performance Security (PS), as the case may be, as Damages, without prejudice to any other right or remedy that may be available to NMMC under the Bidding Documents and/ or the PPA, or otherwise.

1.11.2.3. NMMC reserves the right to accept the offer of the Bidder for any quantum of power offered by it, subject to the Minimum Power Generation Capacity.

1.11.3. Bid submitted by the Bidders, within the Bid Deadline, shall become the property of NMMC and shall not be returned to the Bidders;

1.11.4. Language of the Bid shall be English only;

1.11.5. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter as per Format 4.1;

1.11.6. Non submission and / or submission of incomplete data / information required under the provisions of the RFP shall not be construed as waiver on the part of NMMC of the obligation of the Bidders to furnish the said data / information unless the waiver is in writing.

1.11.7. NMMC may verify the Bidder's financial data by checking with the Bidder's lenders /bankers / financing institutions / any other person as necessary.

1.11.8. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources.

1.11.9. Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.

1.11.10. The Bidders shall be shortlisted based on the declarations made by them in relevant provisions of RFP. The documents submitted online will be verified before signing of PPA.

1.11.11. All documents of the response to RFP (including RFP, PPA and all other documents uploaded on www.nmmc.etenders.in as part of this RFP) submitted online must be digitally signed by the person authorized by the Board.

- 1.11.12. The response to RFP shall be submitted as mentioned in Section 1.10. No change or supplemental information to a response to RFP will be accepted after the scheduled date and time of submission of response to RFP.
- 1.11.13. Response to RFP that are incomplete, which do not substantially meet the requirements prescribed in this RFP, will be liable for rejection by NMMC.
- 1.11.14. Response to RFP not submitted in the specified formats will be liable for rejection by NMMC.

1.12 Bidder to inform itself fully

- 1.12.1. The Bidder shall make independent surveys, investigations, enquiries and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bid, the Bidder shall be deemed to have examined the laws and regulations in force in India, the grid conditions, and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the supply of power. Accordingly, the Bidder acknowledges that, on being selected as Successful Bidder, it shall not be relieved from any of its obligations under the RFP Documents nor shall be entitled to any variations or deviations, extension of time for commencement of supply or financial compensation for any reason whatsoever.
- 1.12.2. The technical requirements of integrated grid operation are specified in the Indian Electricity Grid Code (IEGC). The Bidders should particularly acquaint themselves with the requirements of connection conditions, operating code for regional grids, scheduling and dispatch code etc. The Bidders are also advised to fully familiarize themselves with the real time grid conditions in India.
- 1.12.3. In their own interest, the Bidders are requested to familiarize themselves with the Electricity Act, 2003, the Income Tax Act 1961, the Companies Act, 2013, the Customs Act, the Foreign Exchange Management Act 1999, IEGC, the Environment Protection Act 1986 and Forest (Conservation) Act 1980, The Right to fair Compensation and Transparency in Land Acquisition, rehabilitation and Resettlement Act, 2013, Wildlife (Protection) Act, 1972, the regulations framed by Regulatory Commissions and all other related acts, laws, rules and regulations

prevalent in India, as amended from time to time. The Procurer/ Authorized Representative shall not entertain any request for clarifications from the Bidders regarding the same. Non-awareness of these laws or such information shall not be a reason for the Bidder to request for extension in Bid Deadline. The Bidder undertakes and agrees that, before submission of its Bid; all such factors as generally stated above, have been fully investigated and considered while submitting the Bid.

- 1.12.4. The bidder shall familiarize itself with the procedures and time frames required to obtain all consents, clearances and permits required for the supply of power to NMMC. The Bidder shall assist the NMMC for obtaining forest clearance, clearances under the Wild Life Protection Act, 1972, railway, irrigation or any other clearances (as may be required) or an in-principle approval as is required under any statutes in force for Generating Station and in respect of the land forming part of the right of way for transmission up to the Delivery Point in the name of NMMC. NMMC shall be responsible to provide all requisite documents on its behalf and pay statutory charges, fees, actual expenses, remunerations to the Successful Bidder to procure forest clearance, clearances under the Wild Life Protection Act, 1972, railway, irrigation or any other clearances required under any statutes in force for and in respect of land forming part of the right of way of transmission up to the Delivery Point. NMMC shall reimburse to the said amounts to the Concessionaire within 30 (thirty) business days from the date of receipt or invoice of payment from the relevant Government Instrumentality. If due to the reasons beyond the control of the Successful Bidder the time period of obtaining permissions etc. is delayed or if due to change in policy or change in law any approval is not being able to accorded or if accorded than with changed assumptions which has been anticipated in the contract than the onus of responsibility to incorporate the said change in the project with its effect on project operations & financials shall be of NMMC and the successful bidder shall not be penalised for the these kind of events as the project is owned & developed by NMMC whereas the successful bidder is only project execution and operations agency.

1.13 Bids to be submit by bidding company/Consortium Companies

1.13.1. Bid submitted by a Bidding Consortium

- a) The Bid shall contain a legally enforceable Consortium Agreement entered amongst the Members in the Bidding Consortium, designating one of the Members to be the Lead Member (as Per Format 4.3). There shall be Lead Member which shall continue to hold fifty one percent (51%) equity in the Project Company up to a period of One (1) year of the Appointed Date as per provisions of this RFP and the PPA. Each member of the Bidding Consortium shall be required to hold their respective equity shareholding in the project company up to a period of One year of the Appointed Date. Each Member of the Bidding Consortium shall duly sign the Consortium Agreement making it liable for raising the required funds for its respective equity investment commitment as specified in the Consortium Agreement. In the absence of a duly executed Consortium Agreement, the Bid will not be considered for evaluation and will be rejected.
- b) Provided however that the Lead Member of the Bidding Consortium shall be liable to the extent of one hundred percent (100%) of the total proposed commitment of equity investment in the Project Company, i.e., for both its own liability as well as the liability of the other Members.
- c) Provided further that the Consortium Agreement shall not be amended without the prior written approval of the Procurer/Authorized Representative.
- d) The Lead Member shall designate one person to represent the Consortium in its dealings with the Procurer/Authorized Representative. The person designated by the Lead Member shall be authorized through a Board Resolution in case the bidder is a company to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Consortium, etc.
- e) Additionally, the Bid shall also contain a Power of Attorney in original (as per Format 4.2 in favour of the Lead Member issued by the other Members of the Consortium.
- f) In case of a bid being submitted by a Consortium, the lead member of Consortium shall be the single point of contact for the purpose of bid process, before the date

of signing of PPA. Settlement of any dispute amongst the consortium members shall not be the responsibility of procurers and the procurers shall not bear any liability what so ever on this account.

- g) Transfer of Controlling shareholding will however be allowed after one year of the Appointed Date as per the terms of PPA and the approval of NMMC.
- h) In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity after Appointed Date, an amount of Rs. 50 Lakh (Rupees Fifty Lakh) per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to NMMC. However, the new entity should be of the same financial strength as the Successful Bidder
- i) In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity before Appointed Date, an amount of Rs. 1 Cr. (Rupees One Crore) per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to NMMC. However, the new entity should be of the same financial strength as the Successful Bidder

1.13.2. Bid submitted by Bidding Company

The bidder should designate one person to represent the bid in its dealings with NMMC. The person so designated shall be authorized through a (Board Resolution in case the bidder is a company/Consortium, (as per Format 4.5) to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Bidding Company.

1.13.3. 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, whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with Section 2, the Bidder shall be deemed to have knowledge of the same and shall be required to inform NMMC forthwith along with all relevant particulars about the same and NMMC 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 Project, 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 NMMC being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the PPA, NMMC 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 NMMC under the Bidding Documents and/ or the PPA or otherwise.

1.14 Site Visit:

- 1.14.1. NMMC encourages the prospective bidders and their technology providers to visit the site of Morbe Dam. And Corporation shall facilitate the visit by issuing the entry passes on written request from the prospective bidders.

1.15 Pre-Bid Meeting (Deleted)

2. TECHNO-COMMERCIAL TERMS OF RFP

2.1 Total Capacity Proposed

Selection of Successful bidder for supply of Power from Grid connected Renewable Energy Projects for Net installed capacity 101.5 MW shall be done through Tariff Based Competitive Bidding Process.

2.2 RFP document for Renewable Energy Project facilities

2.2.1. The RFP document has been prepared for Renewable Energy Project facilities which means the total Energy of the installed capacity 1.5 MW of the Hydro Electric Power project that uses Potential energy of stored water for direct conversion into electricity through suitable turbine technology and 100 MW of the Floating Solar Energy Power System. The detailed technical parameters for Renewable Energy Project facilities are at Annexure A1.

2.2.2. The Renewable Energy Project facilities developer shall be selected through competitive bidding process as per Section - 63 of the Electricity Act, 2003 and as amended. The responsibility of the Successful Bidder shall be to supply power to the Procurer for 25 years as per the terms and conditions of the PPA.

2.2.3. Renewable Energy sources shall be duly certified by the NMMC. The certificate in this regard will be provided by Concessionaire at the time of Synchronisation.

2.2.4. Notwithstanding anything to the contrary contained in this Section 2, 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.

2.3 Supply of Power to Procurer

After completion of evaluation process, a Letter of Award (LoA) will be issued to the successful bidder after adoption/approval of tariff and PPA will be signed with successful bidder for duration of 25 (Twenty-five) years.

2.3.1. Tariff for Supply of Power

- a. Bidder are required to quote Levellised tariff for 25 years in the price bid and the same shall be paid by the procurer for each Financial Year during the whole span of PPA as per Format 4.7.

- b. Procurer will be liable to pay the project developer the tariff as signed in the PPA.
- c. PPA will be signed between NMMC and Successful Bidder. The Procurer shall pay to the Concessionaire(s) the Levellised tariff as per the terms and conditions of the PPA enclosed as Annexure. The Levellised tariff shall be payable by the Procurer in Indian Rupees.
- d. The transmission charges, transmission losses, RLDC charges or any other charges covered in Open Access Regulations notified by MERC and the procedure for Open Access stipulated by the State Transmission Utility (STU) for supply of energy up to the delivery point & trading margin shall also be included in the financial bid.
- e. All transmission charges, transmission losses and other open access charges (if any applicable) scheduling charges for any SLDC/RLDC up to delivery point shall be payable by the Concessionaire in compliance of MERC regulation amended from time to time.
- f. As the NMMC is paying charges towards utilization of the water to Government of Maharashtra, the Concessionaire shall not be liable for the charges towards this head.

2.4 Payment Security Mechanism

The Procurer shall provide payment security to the Renewable Energy Project facilities developer through Payment Security Fund, which shall be suitable to support payment for at least 6 (six) months' billing of the Project tied up with such fund to be deposited and maintained in dedicated escrow account.

2.5 Criteria for Generation

- The Concessionaire will declare the CUF of their plant at the time of commissioning and will be allowed to revise the same once within 1 year of commissioning.
- The declared CUF for Floating Solar shall in no case be less than 19% over a year. and shall not be more than 30% for Hydro power generator.
- They shall maintain generation so as to achieve CUF within -5% of their declared value till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by NMMC to the extent of grid non-availability for

evacuation which is beyond the control of the developer. The CUF will be calculated every year from 1st April of the year to 31st March next year.

- The generation done beyond the declared CUF shall be considered as excess generation.
- While the Concessionaire would be free to install DC Hydro Electric field as per his design of required output to meet the AC rating at delivery point, including requirement of auxiliary consumption Renewable Power Project Facility and Dam Infrastructure and Staff colony.
- The Successful Bidder has to take responsibility of the minimum guarantee of the power generation for each source that is solar and hydro project independently and if the generation from hydro fails to generate the requisite power for the technical reasons like insufficient flow of water, pressure or any such parameters likewise if the solar radiation gets effected for reasons beyond the control of Concessionaire then the agency would not be liable for any penal action as prescribed in the RFP.
- The generation capacity from the project facilities may be confirmed after detailed project report prepared by the concessionaire and after vetted by IIT – B. If any third-party expert agency (such as IIT – B) certifies based on detailed engineering report / DPR submitted by the Concessionaire that it is not feasible to install floating solar panels of desired capacity in the said reservoir area above a certain capacity, then the concessionaire shall be allowed to utilize the land adjoining the reservoir and which is above the Full Reservoir Level (FRL) to co-locate the balance capacity renewal energy plant & transformers on such land as part of the said project. And NMMC may provide land within the vicinity subject to availability of land

2.6 Shortfall in generation

Concessionaire shall maintain generation so as to achieve minus five percent (-5%) variation of the declared value of CUF. The Renewable Energy Project facilities concessioner will be liable to pay to the NMMC, penalty for the shortfall in availability below such contracted CUF level. The amount of such penalty will be in accordance with the terms of the PPA, which shall ensure that the NMMC is offset for all potential costs associated with low generation and supply of power under the PPA, subject to a minimum of 25% (twenty-five percent) of the cost of this shortfall

in energy terms, calculated at PPA tariff. However, this compensation shall not be applicable in events of Force Majeure identified under the PPA, affecting supply of Electric power by Concessionaire.

2.7 Excess generation

In case the availability is more than the maximum CUF specified from installed Capacity of the Renewable power energy, NMMC shall purchases the excess generation and the same will be done at rate of 75% of PPA Tariff; provided the generation is from the approved Installed Capacity and in accordance to scheduling as defined in the Power purchase agreement (PPA).

2.8 Grid Connectivity

- 2.8.1. The **entire** cost of transmission including cost of construction of line, Bay, metering and protection system etc. along with Transmission charges & losses etc. up to up to delivery point of STU/ DISCOMs substation will be borne by the Concessioner.
- 2.8.2. The bidder shall be required to obtain Long Term Open Access (LTOA) as per regulation of Centre /State Regulators, as the case may be, from the State or Regional Load Dispatch Centre (RLDC) and/or the state /central transmission utilities.
- 2.8.3. Concessionaire shall be responsible for the Operation and maintenance of dedicated transmission line up to the interconnection point.
- 2.8.4. "Delivery point /Interconnection Point/metering point" shall be the point at which Renewable Energy Project facilities developer (Concessionaire) shall deliver the power to the Maharashtra STU/ Discom substation.
- 2.8.5. Construction and operation/maintenance of evacuation system associated with in generating plants shall be the responsibility of Concessionaire.
- 2.8.6. Concessionaire shall be required to schedule its power in coordination with NMMC as per applicable Regulation/requirement/guidelines of MERC / CERC / SLDC / RLDC or any other competent agency and the same being recognized by SLDC or any other competent authority /agency as per applicable regulation/law/direction and maintain compliance to the applicable codes/grid

code requirement/directions if any, as specified by any SLDC/RLDC from time to time. Any deviation from the schedule will attract the provision of applicable regulation/ directions/guidelines. Concessionaire shall comply CERC/MERC regulations as forecasting, scheduling & deviation settlement as applicable and are responsible for all liabilities related to Connectivity.

2.9 Qualification Requirements

The Bidder must meet the Qualification Requirements independently as Bidding Company or Joint Venture (JV) or as a Bidding Consortium with one of the Members acting as the Lead Member of the Bidding Consortium. Further, a Bidding Consortium or Joint Venture (JV) can participate in the bidding process if any Member of the Consortium has purchased the RFP. Bidder will be declared as a Qualified Bidder based on meeting the Qualification Requirements specified below and as demonstrated based on the documentary evidence submitted by the Bidder in the Bid

- I. The Bidder should be a company, as defined in the Company's Act, 1956/2013 or a Joint Venture (JV) registered under Partnership Act, 1932 and are eligible on standalone basis or as a part of the bidding consortium with maximum 2 members.
- II. Companies selected through bidding process as per RFP can also execute the project through a Project Company. However the Project Company has to be formed before for e-signing of PPA. The bidder is required to undertake to furnish evidence of meeting the above eligibility criteria.

The intending bidders should satisfy the following criteria

2.9.1. Financial Criteria

A. Net worth:

- i. The Bidder's positive Net Worth should be equal to or greater than Rs. 125 Cr. (Rupees One Hundred Twenty-Five Crore Only) as on 31.03.2022. Bidders shall have to furnish Certificates from Chartered Accountants, certifying the Net worth as on 31st March, 2022. Net worth will be calculated as per The Companies Act 2013.
- ii. For avoidance of doubt, "**Net worth**" as per section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the

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

- iii. For the purposes of meeting financial requirements, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty-six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account. Bidder shall demonstrate the financial soundness and profitability of the company by furnishing audited financial statement as on 31st march 2020, 2021 & 2022 for last 3 financial years.
- iv. In case a bidder is taking recourse to more than one company that are maintaining annual financial accounts in separate cycle, the net worth eligibility shall be calculated on the annual financial accounts that ends in the same calendar year. For example, if the bidder (B) takes recourse to unconsolidated statements of its Affiliate (A) and Parent (P). Affiliate (A) maintains annual financial cycle from January to December and the Parent (P) maintains annual financial cycle from April to March. The Net worth calculations can assume the financial cycle of January 2013 to December 2013 of Affiliate (A) and combine it with financial cycle of April 2012 to March 2013 of Parent (P) for substantiating Net worth.

Net worth in case of Bidding Consortium or Joint Venture

- 2.9.1.1. If the Bid is submitted by a Bidding Consortium or Joint Venture, the financial requirement shall be met collectively by all the Members in the Bidding Consortium and individually by the Lead member in ratio of its equity participation as per the Consortium Agreement (Format 4.3), forming part of its Non-Financial Bid. Any Consortium, if selected as the Successful Bidder, shall, for the purpose of supply of power, incorporate a Project Company with equity participation by the Members as provided in the Consortium Agreement (Format 4.3) within thirty (30) days of the issue of Letter of Award (LoA).
- 2.9.1.2. The Bidder may seek qualification on the basis of technical and financial capability of its Parent /Ultimate Parent Company and/or its Affiliate(s) for the purpose of meeting the Qualification Requirements. In case of the Bidder being

a Bidding Consortium or Joint Venture, any Member may seek qualification on the basis of technical & financial capability of its Parent /Ultimate Parent Company and / or its Affiliate(s). The technical & financial capability of a particular Parent/Ultimate Parent Company and/ or Affiliates, shall not be used by more than one Bidder.

2.9.1.3. The determination of the relationship of Parent /Ultimate Parent Company or Affiliate with the Bidding Company or with the Member of the Bidding Consortium, including the Lead Member, shall be as existing on the date seven (7) days prior to the Bid Deadline. Documentary evidence in form of a certification from a practicing Company Secretary or Statutory Auditor in case the bidder is a Company to establish such relationship shall be furnished by the Bidder along with the Bid.

2.9.1.4. All the financial documents/undertakings to be submitted by prospective Concessionaire in support of meeting qualification requirements as per the RFP to the satisfaction of NMMC or its authorized representative should be certified by Chartered Accountant / Statuary auditor.

Note:-

- i. It is not necessary to have the Technology vendor/provider/supplier at RFP stage. Further it is also not necessary for the Technology vendor/provider/supplier to have an equity stake in the Bidding Company/Consortium.
- ii. Failure to comply with the aforesaid provisions shall make the bid liable for rejection at any stage.
- iii. Financial capability of particular parent company shall not be used by more than one bidder.
- iv. The parent company of the bidding company or a member of bidding consortium shall not separately participate directly or indirectly in the bidding process.
- v. The bidder may seek qualification on the basis of financial capability of its parent for the purpose of meeting the qualification requirement.
- vi. Notwithstanding anything stated above, the Procurer reserves the right to verify the authenticity of the documents submitted for meeting the Qualification Requirements and may request for any additional information/ documents. The Procurer reserves the right at its sole discretion to contact the Bidder's bank, lenders, financing

institutions and any other persons as necessary to verify the Bidder's information/documents for the purpose of qualification.

2.9.2. Technical Criteria

The bidder as single entity or a member (in case of Joint Venture/ Consortium) not more than 2 members in their own name should have satisfactorily executed the work of similar nature for Semi Govt. / Govt. / Public Sector / Private Sector Organizations during last Ten (10) years ending last day of month previous to the one in which bids are invited.

Criteria for Solar Power Project:

Three Similar Nature completed works of minimum 40 MW each, any Solar Power Project

Or

Two Similar Nature completed works of minimum 50 MW each, any Solar Power Project

Or

One Similar Nature completed work of minimum 80 MW any Solar Power Project

Or

One Similar Nature completed work of aggregated capacity of 100 MW any Solar Power Project at one location having multiple packages / phases / tenders / contracts / agreement

Note:- "The work of Similar Nature means Development* & Commissioning of solar Power Plant anywhere in the world (Ground Mounted or Floating PV) including Detailed Engineering, Construction, Operation and Maintenance of the facility for at least any Two (2) years from date of commercial operation in last Ten (10) years before bid submission date."

(*Refurbishment/Augmented/Upgraded/Purchased/Leased plants will not be considered as a development for qualification of the project.)

In case of the experience claimed from a Project in a Consortium then the Project Experience shall be considered in proportion of the equity held on Commercial Operation Date in consortium/ Special Purpose Vehicle/ Project Company. An undertaking for this proposed project company shall be submitted

And

The Company having controlling stake (more than 26% of the equity) and control of management from the time of work allotment and till commercial operation date shall be interpreted as an experience for the entire capacity of the plant developed and operated.

And

The bidder should have experience of power evacuation of EHV lines integration with State Transmission Utility (STU) / Central Transmission Unit (CTU) and SCADA based communication and monitoring system.

2.9.2.1. Site Handover:

NMMC shall hand over the site as detailed out by the Concessionaire in their Technical Proposal and as per the approved layout submitted by the Technology Provider. The Concessionaire shall enter into "License to Use agreement" as per the format provided by NMMC.

2.9.2.2. Consents, Clearances and Permits

- i. In case the Bidder is Bidding Company/ Bidding Consortium will incorporate Project Company, the Bidder shall be responsible to get the Consents, all Clearances and Permits transferred in the name of the Project Company in the event of being selected as the Successful Bidder.
- ii. Notwithstanding anything stated above, the Procurer reserves the right to verify the authenticity of the documents submitted for meeting the Qualification Requirements and may request for any additional information/ documents. The Procurer/Authorized Representative reserves the right at its sole discretion to contact the Bidder's bank, lenders, financing institutions and any other persons as necessary to verify the Bidder's information/documents for the purpose of qualification.
- iii. The Qualified Bidder(s) will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till the execution of the PPA. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.

2.10 Incorporation of a Project Company

- 2.10.1. The Successful Bidder will within 30 (thirty) days of the issue of the Letter of Award (LoA), incorporate a Project Company, provided such a Project Company has not been incorporated by the Bidder prior to the submission of the Bid. In case the Project Company has already been incorporated prior to the submission of the Bid, the bidder must intimate about the same at the time of bid submission and such Project Company shall be responsible to execute the RFP Documents.
- 2.10.2. If the Bidder fails to incorporate the project company within the 90 days from the issuance of LoA than corporation reserved the right to levy penalty of Rs. 10,000 per day on the Successful Bidder
- 2.10.3. The Project Company shall execute the RFP Documents and be responsible for supply of power to the NMMC as per the provisions of the PPA
- 2.10.4. All stamp duties payable for executing the RFP documents shall be borne by the successful bidder.
- 2.10.5. If the selected bidder wishes to execute the project through a Project company, the MoA/AoA of the Project Company highlighting the object relating to Power/ Energy/ Renewable Energy/ Hydro Electric Power plant development has to be submitted prior to signing of PPA.
- 2.10.6. Minimum Equity holding/Equity Lock in the Project Company
- 2.10.6.1. The aggregate equity shareholding capital of the selected bidder in the issued and paid up equity share capital of the Concessionaire if such Concessionaire is a company shall not be less than 51% up to the period of one year after commencement of supply of power and
- 2.10.6.2. Deleted.
- 2.10.6.3. In case of a Bidding Consortium, any Member, other than the Lead Member, shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified as above.
- 2.10.6.4. The Successful Bidder may invest in the equity share capital of the Project Company through its Affiliate(s) or Ultimate Parent Company or Parent.

If the Successful Bidder so invests through any Affiliate(s) or Ultimate Parent Company or Parent, the Successful Bidder shall be liable to ensure that minimum equity holding/lock-in limits specified above are still maintained.

- 2.10.6.5. If equity is held by the Affiliates, Parent or Ultimate Parent Company, then such Affiliate, Parent or Ultimate Parent Company shall be permitted to transfer its shareholding in the Project Company to another Affiliate or to the Parent / Ultimate Parent Company. If any such shareholding entity, qualifying as an Affiliate/ Parent / Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate / Parent / Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate / Parent / Ultimate Parent Company.
- 2.10.6.6. All transfers of shareholding of the Project Company by any of the entities referred to above shall be after prior written permission from the Procurer.
- 2.10.6.7. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity after Appointed Date, an amount of Rs. 50 (Fifty Lakh) per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to NMMC. However, the new entity should be of the same financial strength as the Successful Bidder.
- 2.10.6.8. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity before Appointed Date, an amount of Rs. 1 Cr. (Rupees One Crore) per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to NMMC. However, the new entity should be of the same financial strength as the Successful Bidder.
- 2.10.7. In the event of Renewable Energy Project facilities Generator is in default to the lenders, lenders shall be entitled to undertake substitution of promoter in concurrence with procurer. Any failure by the lenders to substitute within the stipulated in the PPA shall entitle the procurer to exercise their right i.e. procurer may terminate the PPA.

2.10.8. The provisions as contained in this clause shall override the terms of the Consortium Agreement submitted as a part of Bid.

2.11 Cancellation of the Letter of Award (LoA)

If the Successful Bidder / Project Company fails or refuses to comply with any of its obligations under Clauses 2.9 and 2.10, such failure or refusal on the part of the Successful Bidder / Project Company shall constitute sufficient grounds for cancellation of the Letter of Award (LoA). In such cases, NMMC shall be entitled to Forfeit the EMD of the Successful Bidder /Project Company.

2.12 Earnest Money Deposit

2.12.1. Each Bidder shall submit the Bid online accompanied by EMD of Rs. 2,50,00,000 (Rupees Two Crore Fifty Lakhs Only). Earnest money of Rs. 50,00,000 (Rupees Fifty Lakhs Only) through online payment gateway and the rest in the form of Bank Guarantee, for an amount of Rs. 2,00,00,000 Cr. (Rupees Two Crore Only) issued by any of the Nationalized / Scheduled Banks. In case of a Consortium, the Lead Member shall furnish the EMD as stipulated in the RFP, on behalf of the Consortium Members as per the Consortium Agreement. Original Copy of Bank Guarantee shall be submitted before last date and time of opening of Technical Bid.

2.12.2. The EMD, may be invoked by the NMMC or its authorized representative, without any notice, demure, or any other legal process upon occurrence of any of the following:

i. Failure to incorporate the Project Company as a legal entity within One Hundred Twenty (120) days of issue of Letter of Award (LoA),

or

ii. Failure to furnish Performance Security as per Clause 2.13 within Thirty (30) days of issue of Letter of Award (LoA),

or

iii. Bidder submitting any wrong information or making any misrepresentation in Bid.

or

iv. If the bidder withdraws or varies the bid after due date and during the validity of the bid

or

- v. In case, NMMC offers Successful Bidder to execute the Contract with NMMC and if the Selected Bidder refuses to execute the Contract or is unable to execute the Contract within the stipulated time period, NMMC will encash the EMD.
- 2.12.3. The EMD of all Bidders, who's Bids are declared in-complete, shall be returned and released by NMMC within thirty (30) days after the date on which the Financial Bids are opened.
- 2.12.4. The EMD of all unsuccessful Bidders shall be returned and released by the NMMC within a period of thirty (30) days of the occurrence of the earlier of the following:
- a) Submission of the Performance Security as per Clause 2.13 of the RFP and the execution of the RFP Documents (as applicable) by the Successful Bidder;
 - or
 - b) Expiry of the Bid Validity/extended validity of Bid of unsuccessful Bidders;
- 2.12.5. The EMD of all Bidders shall be released by NMMC within a period of thirty (30) days of the occurrence of the termination/cancellation of Bid process by NMMC.
- 2.12.6. The EMD of the Successful Bidder shall be released on the submission of Performance Security and verification of the same by NMMC as per Clause 2.13 of the RFP.

2.13 Performance Security (PS)

- 2.13.1. Performance Security of Rs. 25 Cr. (Rupees Twenty Five Crore Only) in the form of bank guarantee strictly adhered as per format 4.9 shall be submitted by the successful bidder within 30 days after issuance of Letter of Award (LoA) or before signing of PPA, whichever is earlier. If the bidder fails to submit the Performance Security of desired amount within the stipulated time frame provided by corporation then a penalty of amount equivalent to 1% of Performance Security per day subject to maximum amount equivalent to the EMD. If Bidder fails to submit the performance security more than the 120 days then EMD shall be forfeited and the LoA shall be cancelled without assigning any reasons by the corporation. The Corporation reserves the right to award the contract to second preferred bidder.

2.13.2. The Performance Security submitted by the bidder shall be valid for a period of 25 months (including 6 months claim period) from the date of signing of PPA which can be further extended as may be mutually agreed between the NMMC and the bidder from time to time. NMMC shall release 50% (Rs. Twelve Crore Fifty Lakhs Only) of Performance Security after release of 1st instalment of funds by the Senior Lenders in the Escrow Account as per the terms of Financial Package. The remaining 50% (Rs. Twelve Crore Fifty Lakhs Only) Performance Security shall remain in force and effect until expiry of 6 (six) months after the Commercial Operation Date, and shall be released upon the Operational Performance Security.

2.13.3. The Performance Security Bank Guarantees (BGs) shall be submitted by the successful bidder separately. The Performance Security Bank Guarantee will be returned to the Concessionaires within 6 months after successful commissioning of their projects, after taking into the account any penalties due to delays in commissioning as per the provisions stipulated in the PPA.

2.13.4. The successful bidder shall furnish the Contract Performance Bank Guarantees in the form of Bank Guarantees from any Nationalized / Scheduled Banks to the NMMC as per instructions given in 2.13 of RFP in favour of NMMC.

2.13.5. In case the Successful Bidder is unable to obtain the Performance Security for the total amount from any Nationalized / Scheduled Banks, the Successful Bidder may obtain the same from not more than three (3) banks.

2.13.6. Non submission of the PS by the Successful Bidder may lead to encash the EMD, cancellation of the Letter of Award (LoA) of such Successful Bidder by NMMC.

2.13.7. All expenditure towards execution of Bank Guarantees shall be borne by Bidder.

2.14 Bank Guarantees

2.14.1. The successful bidder shall provide the following bank guarantees favouring NMMC as per details given below:

- I. EMD for the amount Rs. 2,00,00,000 Cr. (Rupees Two Crore Only) in the form of Bank Guarantee along with RFP as per Format 4.6. (Valid for a period of 210 days from the Techno commercial bid opening date.
- II. Performance Security (PS) of Rs. 25 Cr. (Rupees Twenty-Five Crore Only) in the

form of Bank Guarantee as per format 4.9 shall be submitted within 30 days after issuance of Letter of Award (LoA) or before signing of PPA, whichever is earlier.

- III. The Performance Security submitted by the bidder shall be valid for a period of 25 months (including 6 (Six) month claim period) from the date of signing of PPA which can be further extended as may be mutually agreed between the NMMC and the Bidder from time to time.
- IV. The Performance Security of requisite amount shall be submitted by the successful bidder in 04 Nos. of Bank guarantees in the ratio of 10%, 20%, 30% & 40% (Example – If total Performance Security value is Rs. 25 Cr. Then 04 BGs of value Rs. 2.50 Cr., Rs. 5.00 Cr., Rs. 7.50 Cr. & Rs. 10.00 Cr. are to be submitted).
- V. The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. The Bank Guarantees have to be in the name of the Bidding Company/Lead Member of Bidding Consortium/Project Company.
- VI. After successful verification of the PSs in the acceptable form, the EMD shall be returned by the NMMC to the successful Bidder.
- VII. All bank guarantee will attract stamp duty as per Maharashtra Stamp duty Act 2015.

2.15 Amendment of RFP

- 2.15.1. NMMC, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder may modify the RFP, by issuance of addendum/modification/errata and/or a revised document. Such document shall be made available on www.nmmc.etenders.in. Bidders should notify themselves regarding any addendum/modification made in RFP document, the same shall be uploaded on www.nmmc.etenders.in No personal correspondence will be made by NMMC to Bidder(s).

2.16 Financial Closure

- 2.16.1. The Project shall achieve Financial Closure within Two Hundred and Ten days (210) days from the date of signing of PPA. In this regard, the project developer shall submit a certificate from all financial agencies, certifying that the party has complied with all conditions required for drawl of funds and party can draw down the funds on any date as per their requirement. The bidder shall furnish documentary evidence for infusion of actual equity requirement.

2.16.2. At this stage, the Project developer shall be required to furnish the following documentary evidences: -

- i. The project developer will submit the final technology selection for Hydro power, Floating Solar and Power evacuate.
- ii. Order copy/agreement copy with Technology Provider/supplier for supply of modules, equipment's for said technology.
- iii. A certificate from the project/client situated anywhere in world that the technology supplied by the Manufacturer/Technology Provider is in successful operation for at least one project and at least one year before the last date of submission of bid.

2.16.3. The Bidder shall assist the NMMC for obtaining forest clearance, clearances under the Wild Life Protection Act, 1972, railway, irrigation or any other clearances (as may be required) or an in-principle approval as is required under any statutes in force for Generating Station and in respect of the land forming part of the right of way for transmission up to the Delivery Point in the name of NMMC. NMMC shall be responsible to provide all requisite documents on its behalf and pay statutory charges, fees, actual expenses, remunerations to the Successful Bidder to procure forest clearance, clearances under the Wild Life Protection Act, 1972, railway, irrigation or any other clearances required under any statutes in force for and in respect of land forming part of the right of way of transmission up to the Delivery Point. NMMC shall reimburse to the said amounts to the Concessionaire within 30 (thirty) business days from the date of receipt or invoice of payment from the relevant Government Instrumentality. If due to the reasons beyond the control of the Successful Bidder the time period of obtaining permissions etc. is delayed or if due to change in policy or change in law any approval is not being able to accorded or if accorded than with changed assumptions which has been anticipated in the contract than the onus of responsibility to incorporate the said change in the project with its effect on project operations & financials shall be of NMMC and the successful bidder shall not be penalised for the these kind of events as the project is owned & developed by NMMC whereas the successful bidder is only project execution and operations agency.

2.16.4. A letter from State Transmission Utility (STU) confirming technical feasibility of connectivity of the plant to STU substation.

2.16.5. Non achievement of Financial Closure:- In the event that (i) the Concessionaire does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 of PPA within the period specified in that Clause and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by NMMC or due to Force Majeure, the Concessionaire shall pay to NMMC Damages in an amount calculated at the rate of 0.3% (zero point three per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Performance Security, and upon reaching such maximum, NMMC may, in its sole discretion, terminate the Agreement. Provided that in the event of delay by NMMC in procuring fulfilment of the Conditions, no Damages shall be due or payable by the Concessionaire until the date on which NMMC shall have procured fulfilment.

2.17 Commercial Operation Date

2.17.1. The Commercial Operation date of Hydro Electric Power Plant shall be 18 months from the date of financial Closure excluding monsoon period. The Commercial Operation date for first phase of Floating Solar Energy Plant (i.e. 60 MW) shall be within 12 months from the date of financial Closure excluding monsoon period. COD for Second Phase of Floating Solar energy plant (i.e. 40 MW) shall be 12 months from COD of First phase of Floating Solar or 12 months from the order for the next phase issued by NMMC, whichever is earlier. However, Subject to the availability of evacuation and transmission infrastructure, Concessionaire may be allowed to achieve part COD of a Unit awarded to it in accordance with the terms of the Contract. The contract shall set out further details regarding commissioning of the Units.

2.17.2. Early Commissioning

The Renewable Energy Project facilities developer (Concessioner) shall be permitted for full commissioning of the Renewable Hybrid Energy Project Facilities even prior to the Commercial Operation Date. In case of early commissioning till COD, NMMC shall purchase the delivered energy till COD, at 105% (Hundred and five per cent) of the PPA tariff. Provide the generation is from the approved Installed Capacity and in accordance to scheduling.

2.18 Delay in Commissioning of Power Plant

For not achieving Commercial Operation date, NMMC shall encash the Bank Guarantee (BG) in the following manner:

- i. Delay up to one (1) month – 10 % of the total Contract Performance bank guarantee.
- ii. Delay of more than One (1) month and up to two (2) months - 20% of the total Performance Bank Guarantee in addition to BG in clause-i above.
- iii. Delay of more than Two (2) months and up to three (3) months - 30% of the total Performance Bank Guarantee in addition to BG in clause- i &ii above.
- iv. Delay of more than three (3) months & up to six (6) months- the remaining Performance Bank Guarantees
- v. Delay in the timelines for over and above six (6) months will lead to create the necessary grounds for NMMC for termination of Lol/PPA.

2.19 Signing of Power Purchase Agreement

The NMMC shall enter in to the Contract Agreement with the selected bidder based on this RFP and the Successful Bidder shall have to bear the cost of Stamp Duty as applicable on the contract documents. As per the conditions of RFP, the Successful Bidder shall have to form an SPV. The Power Purchase Agreement (PPA) shall be signed with the SPV formed by the Successful Bidder. This PPA shall be treated as Annexure to the Original Contract Agreement signed by the Successful Bidder and the original bidders shall become a confirming party to this agreement. A copy of PPA is attached with RFP as ANNEXURE4. The PPA shall be signed within 45 days of issuance of LOA. The PPA shall be adjudicated for stamp duty by the successful bidder. The duration of PPA shall be 25 (Twenty-Five) years from the date of Commercial Operation Date of project.

2.20 Submission of DPR

The Detailed Project Report (DPR) shall be submitted by the Concessionaire at the time of financial closure. The detailed project report shall contain following, but not limited to

1. Executive Summary.
2. Project description, plant &equipment design criterion for the Renewable Energy.
3. Project facilities Hydro Electric, Floating Solar

4. Bathymetry and Hydrography study & Geo Technical Investigation
5. Technology overview.
6. Hydro Electric resource assessment and technology selection.
7. Power evacuation system& grid interaction.
8. Construction programme & schedule,
9. Permits & License required.
10. Operation & maintenance requirement.
11. Social & environment impact assessment, risk assessment.
12. Project Cost Estimate & Financial analysis
13. Way Forward & Conclusion.

The Detail project Report shall be approved by the NMMC and any third-party competent Authority NMMC may deem fit.

2.21 Right of First Refusal in Fresh Bidding for New Phase or Capacity Expansion

Subject to the Applicable Laws, in the event NMMC decides to grant rights for Development of New Phase Or Capacity Expansion during Concession Term Or operation and maintenance of the Hydro Electric Plant to a third party for a period beyond the date of expiry of the Concession Term through a competitive bidding process, the Concessionaire shall have the option to compete and match the bid of the highest bidder, so obtained through such competitive bidding process, for undertaking the said Development or operation and maintenance on such terms and conditions as may be stipulated in the bid documents issued at that time. However, such option may be available to the Concessionaire only, if it participates (and it will not be required to meet the eligibility criteria in the relevant bid documents) in the aforesaid bid process and its bid is within 10% (ten Per cent) margin of the bid of the Lowest bidder (L1).

For the avoidance of doubt it is hereby clarified that the flexibility hereinabove granted to the Concessionaire shall be subject to the Concessionaire being in absolute compliance to the terms, conditions and its obligations under the Agreement and the prescribed criteria (other than eligibility criteria) under the bid documents issued at that time, to the satisfaction of NMMC, and shall not be, in any manner whatsoever, claimed by the Concessionaire as an enforceable right against NMMC.

NMMC may start the bidding process at any time within one year prior to the expiry

of the Concession Term and so as to conclude the bidding process and award the rights of operation and maintenance of Hydro – Electric Power Plant to the Selected Bidder in terms of this prior to the expiry of the Term. In such a case the vesting of the Assets and Project Utilities by the Concessionaire in terms of Article 18 shall be in favour of such Selected Bidder. If the Concessionaire itself gets selected as the successful bidder, the vesting of the Assets and Project Utilities shall be in favour of itself under the new concession agreement.

2.22 Expiry and Vesting Provisions

Unless Termination earlier in accordance with Article 18 of PPA or by mutual agreement between the Parties in writing, the Agreement shall expire at the end of the Concession Term. Upon such termination or expiry, as the case may be, and payment of Termination Payment (payable if any), the Site together with all Assets, Project Utilities and work-in-progress existing on the Site shall automatically vest in NMMC and the Agreement shall stand terminated.

2.23 Stamp Duty

The Successful Bidder has to bear the entire cost of stamp duty as applicable at the time of execution of Agreement between NMMC and Project Company.

SECTION-3

3. EVALUATION CRITERIA

3.1 Bid Evaluation

The evaluation process comprises the following five steps:

- Step I–Completeness check
- Step II–Bid Evaluation of Technical Bid
- Step III–Evaluation of Financial Bid
- Step IV–Reverse Auction
- Step V- Successful Bidder selection

3.1.1. STEP I – Completeness check

The Bid submitted by the Bidders shall be scrutinized and evaluated by NMMC to establish “Completeness”. Each Bidder’s Bid shall be checked for compliance with the submission requirements set forth in this RFP.

Any of the following conditions shall cause the Bid to be “In–complete”:

- i. Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, applicable board resolutions, format for disclosure, Consortium Agreement.
- ii. Data filled in the Electronic Form of Technical and Financial bid not aligned with the formats and instructions mentioned in the same Electronic Form
- iii. Bid not received by the due date and time
- iv. Bid having Conflict of Interest
- v. Bid being conditional in nature
- vi. Bidder makes any misrepresentation.
- vii. Non submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid or Financial Bid before due date and time of submission of bid;
- viii. Non submission of the original documents mentioned at Section1.10 by due date and time of bid submission;

- ix. In case it is found that the Bidding Company including Ultimate Parent Company/Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RFP, then all these bids submitted shall be treated as non-responsive and rejected.
- x. The NMMC reserves the right to call for any deficit / additional information from the bidders and the bidders are bound to furnish the said information within 3 (Three) working days.
- xi. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clause mentioned above, shall be rejected by the Employer as non-responsive
- xii. No rejections and forfeiture shall be done in case of curable defects.

I Curable Defect shall mean shortfalls in submission such as:

Non-submission of following documents,

- a. Valid Registration Certificate
- b. GST Registration Certificate
- c. Certified Copies of PAN documents and photographs of individuals, owners, etc
- d. Partnership Deed and any other documents
- e. Undertakings as mentioned in the tender document

II Non-curable Defect shall mean

- a. In-adequate submission of EMD amount,
- b. In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender
- c. Wrong calculation of Net worth,

- xiii. No proper submission of experience certificates and other documents, etc

3.1.2. STEP II–Evaluation of Technical Bid

Step II (Evaluation of Technical Bid) will be carried out considering the information furnished by Bidders as prescribed under Section 4 (Formats for Bid Submission). This step would involve evaluation of the Bid of the bidder as per the provisions specified in Section 2 of this RFP. Technical-Part would be evaluated by NMMC. The names of all the technically qualified bidders will be displayed online.

3.1.3. Step III - Evaluation of Financial Bid.

Financial Bids of the technically Qualified Bidders will be opened online on a date that will be intimated by NMMC to the Bidders.

- I. On the scheduled date and time of financial bid opening, the quoted price of all the technical qualified bidders will be displayed to all.
- II. The bidders including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit bid (single application) quoting tariff per kWh for the project. Tariff can be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is ₹3.337, then it shall be considered as ₹3.33).

In this step, evaluation will be carried out based on Levellised tariff quoted by the Bidders.

3.1.4. Step-IV- E-Reverse Auction

3.1.4.1. The reverse auction shall be conducted with L1 Bidder rate separately on www.nmmc.etenders.in. E-Reverse Auction shall be carried out as specified in “Bid Information Sheet” of this RFP. NMMC shall inform the schedule for the e-reverse auction to the eligible bidders.

3.1.4.2. Shortlisted bidders for E-Reverse Auction will be able to login into www.nmmc.etenders.in for reverse auction 15 minutes before the start time of reverse auction.

- I. During 15 minutes prior to start of reverse auction process, the respective tariff along with the total project capacity of the bidder shall be displayed on its window.
- II. The minimum decrement value for tariff shall be ₹ 0.01 per kWh. The bidder can mention its revised tariff which has to be at least 01 (one) paisa less than its current tariff.
- III. Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value mentioned in previous Section. However, at any stage, increase in tariff will not be permissible.

Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.

- IV. During E-Reverse Auction, the bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.
- V. In the bidder's bidding window, the following information can be viewed by the bidder:
 - a. Its tariff as their initial start price and there after last quoted tariff along with project capacity for which the bidder is qualified;
 - b. The list of all the bidders with their following details: Pseudo Identity, last quoted tariff
- VI. The initial auction period will be of 60 minutes (sixty minutes) with a provision of auto extension by 60 minutes (sixty minutes) from the scheduled / extended closing time if any fresh bid is received in last five minutes of auction period or extended auction period. If no valid bid is received during last five minutes of auction period or extended auction period, then the reverse auction process will get closed.
- VII. During the E-Reverse Auction, if the bidders are having any technical issues pertaining to e-reverse auction than eligible bidder shall inform through e-mail within first 30 minutes of Auction and NMMC reserves the right to reschedule or postpone the E-reverse auction.

3.1.4.3. The following would be Timelines for e-Reverse Auction for each category:

Sr. No.	Parameter	Value
TIMELINE FOR E-REVERSE AUCTION		
1	Date and Time of Reverse-Auction Bidding Event	Reverse-Auction Bidding Event will start at time and Date will be intimated later on through online process
2	Duration of Reverse-Auction Bidding Event	Duration 60 Minutes and extension as per Sr. No. 3.2
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is	Yes

Sr. No.	Parameter	Value
TIMELINE FOR E-REVERSE AUCTION		
	within a 'Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time"	
3.1	Pre-defined Time-Duration	60 Minutes
3.2	Auction Bid Auto extension in minutes	10 Minutes
3.4	Maximum number of Auto-Extension	6 + 6 extension (If bids are received in the last first six iterations of 10 mins then process shall be extended for next six iterations.)
4	Criteria of Bid-Acceptance	Beat on Starting Price', as well as, 'Beat on Rank-1 Bid Value'
5	Entity – Start-Price	The lowest tariff quoted by L1 bidder in each category in the financial bid.
6	Minimum Bid-Decrement	Rs 0.01 (one paisa)
7	Auction Elapse time in minutes	5 minutes

3.1.4.4. After completion of E-reverse auction, NMMC will display auction result on the E-Tendering Portal.

- A) After finalization of above selection procedure and adoption/approval of tariff by competent authority, the Letter(s) of Intent shall be issued to the Successful Bidder selected as per the provisions of this Clause 3.1.3
- B) The bidder will submit Performance Security within 30 days of issue of LOA.
- C) If the Successful bidder, to whom the LoA has been issued, does not fulfil any of the conditions specified in the Clauses 2.8 & 2.11, NMMC reserves the right to annul Letter of Award (LoA) of such successful bidder and encash the EMD.
- D) After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by NMMC 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, NMMC, 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.

E) "After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Selected Bidder to execute the PPA within 45 Days. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the PPA."

F) NMMC, in its own discretion, has the right to reject any/all Bids if the Single Quoted Tariff is not aligned to the prevailing market prices and NMMC decision in this regard shall be final and binding on bidders.

3.1.5. Successful Bidder selection

3.1.5.1. The bidder with the lowest quoted tariff (being L1) shall be selected for the development of Renewable Energy Project facilities of 101.5 MW project. The NMMC reserves the right to negotiate with the bidder who has quoted Lowest tariff. Lowest Bidder has to submit its justification of tariff calculation including all costs and working Financial Model in Excel format with all links and formula in place and with no password to NMMC within seven (7) days from the request made by the NMMCs.

3.1.5.2. In case of tie, among two or more bidders (i.e. their last quoted tariff being the same) they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others.

3.1.5.3. In the above case (as mentioned in previous Clause), if the time of quote also becomes exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow:

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

- **Step – 2:** Ranking will be done based on draw of lots for inclusion of Selected Bidder.

3.1.5.4. At the end of selection process, Letter of Award (LOA) will be issued to the Successful Bidder. In case of Consortium being selected as Successful Bidder, the LOA shall be issued to the Lead Member of the Consortium.

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

SECTION 4

4. FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the Bid. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Clause 2.8 of Section 2 and other Bid submission requirements specified in the RFP.

- i. Format of Covering Letter (Format 4.1)
- ii. Format for Power of Attorney (Format 4.2)
- iii. Format for the Consortium Agreement (Format 4.3)
- iv. Format for Qualification Requirement (Format 4.4)
- v. Format for Board Resolutions (Format 4.5)
- vi. Format for the Unconditional and Irrevocable Bank Guarantee for EMD (Format 4.6)
- vii. Format for Financial Bid (Format 4.7)
- viii. Format for Disclosure (Format 4.8)
- ix. Format for Performance Security (Format 4.9)
- x. Format for Anti-Collusion Certificate (Format 4.10)
- xi. Format for Irrevocable Undertaking (Format 4.11)
- xii. Format for Declaration Cum Indemnity Bond (Format 4.12)
- xiii. Format for सत्यप्रतिज्ञापत्र (Format 4.13)
- xiv. Format for बंधपत्र (Format 4.14)
- xv. Format for करारनामा पत्र (Format 4.15)
- xvi. Format for Historical Contract Non-Performance, Pending Litigation and Litigation History (Format 4.16)
- xvii. Annexure A1- Technical Specification
- xviii. AnnexureA2- Special instructions to bidders for E-tendering
- xix. AnnexureA3- Terms and conditions for E-reverse Auction
- xx. Annexure-A4-Power Purchase Agreement format

A Bidder may use additional sheets to submit the information for its detailed response.

FORMAT 4.1 Format of Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company / Lead Member of the Consortium)

Date: _____

From:

_____ (Bidder to Insert name and address) _____

Tel.: _____

Fax: _____

E-mail address: _____

To,

[Insert name and address of the Procurer]

Sub: Bid for [-----] in response to RFP dated *[Insert date in dd/mm/yyyy]*.

Dear Sir,

We, the undersigned *[insert name of the 'Bidder']* having read, examined and understood in detail the RFP and RFP Documents for supply of power on long term basis through tariff based competitive bidding process for meeting the requirements of the Procurer hereby submit our Bid comprising of Financial Bid and Non-Financial Bid.

1. We give our unconditional acceptance to the RFP, dated *[Insert date in dd/mm/yyyy]* and RFP Documents attached there to, issued by the NMMC, as amended. In token of our acceptance to the RFP Documents, the same have been initialled by us and enclosed to the Bid. We shall ensure that the Concessionaire shall execute such RFP Documents as per the provisions of the RFP and provisions of such RFP Documents shall be binding on us. The offered quantum of power in phases shall be not less than 219.60 MU Alternate Current (AC) per Annum.

2. EMD

We have deposited EMD of INR (Insert Amount), in line in terms of Clause 2.12 of this RFP.

3. We have submitted our Financial Bid strictly as per Format 4.7 of this RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.

4. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by the Procurer in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to supply of power.

5. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFP Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in Clause 1.12 of RFP have been fully examined and considered while submitting the Bid.

6. Contact Person

Details of the contact person are furnished as under: Name:

Designation:_____

Company/Consortium Company:_____

Address:_____

Phone Nos.:_____

Fax Nos.:_____

E-mail address:_____

7. We are enclosing here with a copy of Non-Financial Bid along with duly signed and attested formats, as desired by you in the RFP for your consideration.

8. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from the Procurer.

9. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

10. Deleted

11. We hereby declare that in the event our Project get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PS for the selected Projects within due time, respectively on issue of LOA by NMMC for the selected Projects and/or we are not able to sign PPA with NMMC within 45 days from date of issue of LOA or as intimated by NMMC, NMMC shall have the right to encash the EMD submitted by us.

12. We confirm that our Bid meets the following conditions:

- a. The scheduled delivery date is not later than the date as specified in RFP subject to provisions of PPA.
- b. The quantum of power offered in our Bid is equal to or greater than the Minimum Power Generation Capacity and is for the following offered capacity.

Generation Source	Offered Capacity in MW	Electricity Generation (in MU)
Hydro power Plant	1.5 MW	10.80 MU
Floating Solar Plant	100 MW	208.80 MU

13. We confirm that the Financial Bid conform(s) to all the conditions in the RFP including:

- a) Financial Bid is in the prescribed Format 4.7, and is submitted through on line only duly digitally signed by the authorized signatory and it shall be quoted as tariff (Rs/Kwh) only.
- b) Financial Bid is/are unconditional.

14. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred and eighty (180) days from the Bid Deadline.

15. We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated in this RFP.

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

17. (In case of Company/Consortium) we hereby declare that our Parent, with which we have director in direct relationship are not separately participating in this Bid.

We hereby unconditional and irrevocably agree and accept that the decision made by NMMC in respect of any matter regarding or arising out of the RFP shall be binding on us.

We further declare that the above statement is true& correct. We are aware that if at any stage it is found to be incorrect, our Bid will be rejected and if LOA has been issued, the same will be cancelled and the EMD shall be forfeited.

Dated the day of, 2023

Thanking you, we remain,
Yours faithfully,

FORMAT 4.2 POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.) (Format for Power of Attorney to be provided by each of the other members of the Consortium in favour of the Lead Member)

KNOW ALL MEN BY THESE PRESENTS THAT M/s _____ having its registered office at _____ and M/s _____ having its registered office at, *(Insert names and registered offices of all Members of the Consortium)* the Members of Consortium have formed a Bidding Consortium named *(insert name of the Consortium)* (hereinafter called the 'Consortium') vide Consortium Agreement dated _____ and having agreed to appoint M/s _____ as the Lead Member of the said Consortium do hereby constitute, nominate and appoint [M/s _____ a company incorporated under the laws of/ _____ and having its Registered/Head Office at _____ as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the Bid and if required, submission of Bid against RFP (in the events elected as the qualified Bidder). We also authorize the said Lead Member to undertake the following acts

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

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

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

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

For and on behalf of Consortium Member M/s _____

(Signature, Name and Designation of Person authorized by the board in case the Bidder is

a Company

Name:_____

Designation:_____

Place:_____

Date:_____

Accepted

(Signature, Name, Designation and Address of the person authorized by the board in case the bidder is a Company

Attested

(Signature of the executant)

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

Place:_____

Date:_____

FORMAT 4.3 Format for the Consortium Agreement

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country)

FORM OF CONSORTIUM AGREEMENT BETWEEN

M/s_____M/s_____,

M/s_____AND M/s_____

FOR ()

AS PER CLAUSE 1.13.2

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this day _____ of _____, 2023 between _____ [M/s _____ a company incorporated under Company act and having its Registered Office at _____ (herein after called the "**Party1**", which expression shall include its successors, executors and permitted assigns), [a company incorporated under the company Act _____ and having its Registered Office at (hereinafter called the "**Party2**", which expression shall include its successors, executors and permitted assigns) and [a company incorporated under the laws of/and having its Registered Office at (hereinafter called the "**Party2**", which expression shall include its successors, executors and permitted assigns) (The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members) for the purpose of submitting the Bid in response to the RFP and in the event of selection as Successful Bidder to comply with the requirements as specified in the RFP and ensure execution of the RFP Documents as may be required to be entered in to with the *[Insert "Procurer" as applicable]*.

Party 1 and Party 2, are herein after collectively referred to as the "Parties" and individually as a "Party".

WHEREAS the _____ NMMC desired to procure power on long term basis through tariff based competitive bidding process.

WHEREAS, the NMMC had invited Bids, vide RFP dated [Insert date] issued to [Insert the

name of purchaser of RFP]

AND **WHEREAS** Clause 1.13.1 of the RFP stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RFP, whereby the Consortium Members undertake to be liable for their respective equity investment commitment for the formation of a Project Company and undertake to submit the Performance Security as required as per the provisions of the RFP, as specified herein.

NOW THEREFORE, THIS INDENTURE WITNESST HAS UNDER:

In consideration of the above premises and agreement all the parties in this Consortium do hereby mutually agree as follows:

1. We the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s_____ (Insert name of the Lead Member), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of _____ (the names of all the other Members of the Consortium company to be filled in here).
2. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members.
3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in anyway limiting the scope of collective liability envisaged in this Agreement.
4. (*Insert as applicable*) The Consortium shall be responsible to incorporate a Project Company as a legal entity as per the provisions of the RFP, within Thirty (30) days of issue of LOA provided such a Project Company has not been incorporated by the Bidder prior to the submission of the Bid.

OR

The Consortium has incorporated a Project Company by the name (*Insert name of*

the Project Company) to undertake the responsibilities and obligations for supply of power as per the provisions of the RFP Documents.

The percentage of equity holding of each Member of the Consortium in the Project Company shall be/is as follows:

Name	Percentage of equity holding in the Project Company
Consortium Member1	
Consortium Member2	
Total Equity/in the Project	100%

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

(Note: The percentage equity holding/for any Consortium Member in the Project cannot be Zero in the above table.)

[If the Bidder is offering capacity from different sources, the above table has to be filled in separately for each Generation Source.]

5. In case of any breach of any of the equity holding as specified under clause 4 above by any of the Consortium Members for the formation of the Project Company, the Lead Member shall be liable to meet the equity holding obligation.
6. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and *equity investment* obligations there to shall not in any way be a limitation of responsibility of the Lead Member under these presents.
7. It is further specifically agreed that the financial liability for *equity contribution* of Lead Member shall, not be limited in anyway so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
8. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Mumbai alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
9. It is hereby agreed that the Lead Member shall furnish the Bid Bond, as stipulated in

the RFP, on behalf of the Consortium.

10. It is hereby agreed that in case of selection of Bidding Consortium as the Successful Bidder, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Security (PS) on behalf of the Concessionaire in favour of the Procurer, as stipulated in the RFP and PPA. The Lead Member shall be responsible for ensuring the submission of the PS on behalf of all the Consortium Members.
11. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Successful Bidder, shall remain valid over the term of the PPA, unless expressly agreed to the contrary by the Procurer.
12. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFP for the purposes of the Bid.
13. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed here to as Annexure-I forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the supply of power envisaged in the RFP Documents.
14. It is clearly agreed that the Lead Member shall ensure performance under the agreements and if one or more Consortium Members fail to perform its/their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium Members.
15. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of the Procurer.

This Consortium Agreement

- (a) Has been duly executed and delivered on behalf of each Party here to and constitutes the legal, valid, binding and enforceable obligation of each such Party,
- (b) sets for the entire understanding of the Parties here to with respect to the

subject matter here of; (c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of Procurer:

IN WITNESS WHERE OF, the Parties to the Consortium Agreement have, through their authorized representatives, executed these presents and affixed common seals in case of a Company of the irrespective companies on the Day, Month and Year first mentioned above.

Common Seal dated

For and on behalf of Consortium
Member (party 1) M/s

(Signature)

Name: _____

Designation: _____

Place: _____

Date: _____

(Signature)

Name: _____

Designation: _____

Place: _____

Date: _____

Witness:

1.

(Signature)

Name: _____

Designation: _____

2.

(Signature)

Name: _____

Designation: _____

Attested:

(Signature)

(Notary Public)

Place: _____

Date: _____

FORMAT 4.4 FORMAT FOR QUALIFICATION REQUIREMENT

A. FINANCIAL CRITERIA

NET WORTH

[On the letter head]

To,

Municipal Commissioner

Navi Mumbai Municipal Corporation

Dear Sir,

Sub: Bid for “Development of Renewable Energy Project Facilities of Hydro Electric Power Plant of 1.5 MW and Floating Solar PV Power Plant of 100 MW at Morbe Dam” dated- / / 2023

We submit our Bid for Development of Renewable Energy Project Facilities of 1.5 MW installed Capacity of Hydro Electric Power Plant and 100 MW installed capacity Floating of Solar Power Project at Morbe Dam”

We certify that the (*Bidding Company/lead member Consortium*) has a minimum Net worth of INR_____ Crore based on unconsolidated audited annual accounts of any of the last three (3) financial years [*indicate last three financial years*]. This Net worth has been calculated in accordance with instructions provided in clause 2.9.1 of the RFP.

Documentary evidence to establish the relationship as on seven (7) days prior to the Bid Deadline, duly certified by the (*Company Secretary/Statutory Auditor in case the bidder is a Company is to be attached with the format*).

1. For the above calculations, we have considered Net worth by the (*Bidding Company or its Parent/Affiliates*) for the financial year as per following Table:

Name of Company	Relationship with (<i>Bidding Company/ lead member of Consortium</i>) *	Net worth (Rs. Crore)	Financial Year
1			
2			
3			
Total Net worth			

*The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements.

Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid Deadline, duly certified by the (*Company Secretary /Statutory Auditor in case the bidder is a Company*) is to be attached with the format.

For the above calculations, we have considered Net worth by Member in Bidding Consortium and/or Parent/for financial year as per following details:

Name of company	Relationship with Bidding company/ lead member of Consortium*	Net worth ** (Rs crores)
Company 1		
Company 2		
Company 3		
Total		

*The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid Deadline, duly certified by the company secretary/chartered accountant is required to be attached with the format.

****Net worth requirement to be met by a Member shall be in proportion to the equity commitment of the Member for the Project Company and in case of more than one Financial Bid submitted by the Bidding Consortium, the Net worth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder in its Financial Bids.**

(To be filled by each Member in a Bidding Consortium separately)

- i. Name of Member:
- ii. Total Net worth requirement: Rs. Crores
- iii. Percentage of (*equity investment*) by the Member%
- iv. Net worth requirement for the Member: INR Crores.

Generation Source:_____

Net worth Requirement to be met by Member in Proportion to the Equity Commitment: Rs. -
-----Crore (Equity Commitment (%) *Rs. [] Crore)

For the above calculations, we have considered Net worth by Member in Bidding Consortium and/ or Parent/Affiliate for financial year as per following details:

Name of Consortium Member	Name of Lead member	Relationship with Bidding Company/lead member of Consortium*	Financial Year to be Considered for Net Worth of the Respective Company	Net Worth**(in Rs. Cr.) of the Consortium Member of Company / firm	Committed Net Worth (in Rs. Cr.)
1.					
2.					
3.					
Total					

*Documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid Deadline, duly certified by the Company Secretary/Statutory Auditor in case the bidder is a Company certifying and auditing the accounts is required to be attached with the format.

**Net worth requirement to be met by a Consortium shall be satisfied collectively by all the Members of the Consortium and in case of more than one Financial Bid submitted by the Bidding Consortium; the Net worth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder in its Financial Bids.

Yours faithfully

(Signature& Name of the bidder)

Date:

Note:

(Signature and Stamp of Statutory Auditor in case the bidder is a Company/Company Secretary)

Format 4.4 (B): Qualification Requirement – Technical

(This format should be on the Letter Head of the Bidding Company or Lead Member of the Bidding Consortium)

To,
Municipal Commissioner
Navi Mumbai Municipal Corporation
Dear Sir,

Sub: Response to RFP for Development of Renewable Energy Project Facilities of 1.5 MW installed Capacity of Hydro Electric Power Plant and 100 MW installed capacity of Floating Solar Power Project at Morbe Dam” Dated- / / 2023

We hereby submit following details/documents in support of meeting the Qualification Requirements prescribed in Clause 2.9.2

Type of Company

The Bidder should be a Company (Bidding Company) or a Consortium of Companies (Bidding Consortium) with one of the Company acting as the Lead Member of the Bidding Consortium. Shortlisting of Bidders will be based on meeting the Qualification Requirement as specified below: -

- i. The Bidder should be a company, as defined in the Company's Act, 1956/2013 or a Joint Venture (JV) registered under Partnership Act, 1932 and is eligible on standalone basis or as a part of the bidding consortium Company or any individual company
- ii. Companies shortlisted in RFP can also execute the project through a Project Company. However, the Project Company has to be formed before signing of PPA by successful bidder i.e. Consortium of Companies.

- iii. The bidder is required to furnish evidence of meeting the above eligibility criteria.
- iv. The bidder shall submit the detail/documents in support of meeting the qualification requirement prescribed in clause 2.9
- v. The bidder is required to furnish evidence of meeting the above eligibility criteria.
- vi. The Bidders shall also submit signed copy of “Details of technical parameter for Renewal Energy Facilities” as per Annexures A1.

Yours faithfully

Signature & Name of the bidder with date

Format 4.4 (C): Declaration – Consents, Clearances and Permits

(This format should be on the Letter Head of the Bidding Company/ Lead Member of the Bidding Consortium)

To,
Municipal Commissioner
Navi Mumbai Municipal Corporation

Dear Sir,

Sub: Response to RFP for Development of “Development of Renewable Energy Project Facilities of 1.5 MW installed Capacity of Hydro Electric Power Plant and 100 MW installed capacity of Floating Solar Power Project at Morbe Dam” dated- / / 2023

We hereby declare and give the consent for following point

1. Grid Connectivity

a) After selection as successful Bidder, we will seek open access permission in the name of NMMC under Maharashtra Electricity Regulation Commission (Distribution Open Access) regulation from MESDCL/MESTCL for providing connectivity for our Renewable Energy project of installed Capacity 101.5 MW proposed to be located at Morbe Dam with the State grid at appropriate voltage level.

b) We confirm that the location of our plant will be technically feasible for the connectivity of our plant with the State grid from the Discom/Transco Substation.

2. Technology

The bidder is required to furnish the evidence of meeting eligibility criterion for technology usage at the time of financial closure.

3. Consent, Clearances and Permits

Bidders has to comply with all the Environment clearances, other clearances, Consents and Permits from the concerned department

Yours faithfully

[Signature &Name of the bidder)

Date:

FORMAT 4.5 Format for Board Resolution in case of Bidder being a Company/ Consortium

The Board, after discussion, at the duly convened Meeting on (*Insert date*), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 2013(erstwhile Companies Act, 1956) or Partnership Act, 1932, passed the following Resolution:

1.RESOLVED THAT Mr/Ms_____,be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for Development of Renewable Energy Project Facilities of 1.5 MW installed Capacity of Hydro Electric Power Plant and 100 MW of installed capacity of Floating Solar Power Project at Morbe Dam in the country of India, including signing and submission of all documents and providing information / Bid to _____NMMC____representing us in all matters before NMMC and generally dealing with NMMC] in all matters in connection with our bid for the said Project.**(To be provided by the Bidding Company or the Lead Member of the Consortium)**

2. FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 (erstwhile Companies Act, 1956) or Partnership Act 1932 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

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

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 (erstwhile Companies Act, 1956) or Partnership Act 1932 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is here by accorded to invest -----(%) equity [*Insert the % equity commitment as specified in Consortium Agreement*] in the Project. **(To be provided by each Member of the Bidding Consortium including Lead Member)**

FURTHER RESOLVED THAT approval of the Board be and is here by accorded to participate in consortium with M/s [*Insert the name of other Members in the Consortium*] and Mr/Ms_, be and is hereby authorized to execute the Consortium Agreement. Further, the RFP and RFP Project Documents have been read, examined and understood and also the Bid has been reviewed and each element of the Bid is agreed to. **(To be provided by each Member of the Bidding Consortium including Lead Member)**

FURTHER RESOLVED THAT Mr/Ms,_____be and is hereby authorized to execute the Power of Attorney in favour of the Lead Member. **(To be provided by each Member of the Bidding Consortium except the Lead Member)**

AND

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement)to the extent becoming necessary towards the total equity share in the Project, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RFP.**(To be passed by the Lead Member of the Bidding Consortium)**

3.FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to M/s._____(Insert name of Bidding Company/ Consortium Member(s)) to use our financial capability for meeting the Qualification Requirements for “Development of Renewable Energy Project Facilities of 1.5 MW installed Capacity of Hydro Electric Power Plant and 100 MW installed capacity of Floating Solar Power Project at Morbe Dam” and confirm that all the equity investment obligations of M/s_____(Insert Name of Bidding Company/Consortium Member(s)), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. We have noted the amount of the Contract Performance Guarantee required to be submitted as per Clause2.13 of the RFP and confirm that in the event of failure by----M/s_____(Insert Name of Bidding Company/ Consortium Member(s)) to submit the Performance Security, we shall submit the Performance Security. **(To be passed by the Parent/Affiliate(s) whose financial credentials have been used)**

Certified true copy

(Signature, Name and stamp of Company Secretary/Director)

Notes:

- This certified true copy should be submitted on the letter head of the Company, signed by the Company Secretary/Director.
- Memorandum and Articles of Association of the Bidder and its Parent/Affiliate(s) whose credentials have been used should be submitted.
- The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 2013 (erstwhile Companies Act, 1956) or Partnership Act, 1932 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted there in are true and valid.

**Format 4.6: FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK
GUARANTEE FOR EMD**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.)

In consideration of the Navi Mumbai Municipal Corporation (hereinafter called 'The NMMC') having agreed to exempt _____ (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement of security deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ Only) we, _____ (hereinafter referred to as 'the bank') at the request (indicate the name of the bank)of _____ [(Contractor (s) do hereby undertake to pay the NMMC an amount not exceeding Rs. _____ against any loss or demand caused to or suffered or would be caused to or suffered by the NMMC by reason of any branch by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We _____ do hereby undertake to pay the (indicate the name of the bank) amounts due and payable under this guarantee without any demur, merely on a demand from the NMMC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NMMC by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the 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.

3. We, undertake to pay to the NMMC any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) / Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) / Supplier (s) shall have no claim against us for making such payment.

4. We, _____ further agree that the Guarantee herein (indicate the name of Bank) contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be

enforceable till all the dues of the NMMC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Municipal Commissioner of NMMC (indicate the name of Administrative Department) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liability under this guarantee thereafter.

5. We further agree with the NMMC that (indicate the name of Bank)

the NMMC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NMMC against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or commission on the part of the NMMC or any indulgence by the NMMC to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s) / Supplier (s).

7. We, lastly undertake not to revoke this (indicate the name of bank)

guarantee during its currency except with the previous consent of the NMMC in writing.

Dated the day of20

For

(indicate the name of bank)

Format 4.7: Financial Bid

(The Format is for the reference purpose only. The actual financial bid is to be submitted online in .xls BOQ sheet)

Sub: Financial Bid for Response to RFP for “Development of Renewable Energy Project Facilities of Hydro Electric Power Plant of 1.5 MW and Floating Solar PV Power Plant of 100 MW at Morbe Dam”

Sr. No	Parameters	Details
1	Levelling Tariff per kWh for 1.5 MW Hydro Electric Power Plant (A)	Rs. ____/kWh (To be filled online only)
2	Levelling Tariff per kWh for 100 MW Floating Solar PV Project (B)	Rs. ____/kWh (To be filled online only)

Instructions:

- The Quoted Levelized tariff in Rs. ____/kWh shall be provided up to two (2) decimal points for 25 years.
- “Quoted Tariff” shall mean the tariff at the delivery Point.
- The transmission charges, transmission losses, RLDC charges or any other charges covered in Open Access Regulations notified by MERC and the procedure for Open Access stipulated by the State Transmission Utility (STU) and trading margin for supply of energy up to the delivery point shall be included in the quoted Tariff.

For the purpose of Evaluation & Payment to the Successful Bidder:

The Levelling tariff (C) of the Hybrid Power Project shall be calculated using the following formula;

$$\text{Levelling Tariff (C)*} = \frac{(\text{Levelling Tariff for Hydro Electric Power Plant (A)} \times 10.80 \text{ MU}) + (\text{Levelling Tariff for Floating Solar Power Plant (B)} \times 208.80 \text{ MU})}{219.60 \text{ MU}}$$

*Note – Levelling Tariff (C) shall be calculated automatically in the Price Proposal to be filled electronically in the e-Tendering Portal. And only this value shall be used for further process of bid i.e. E-Reverse Auction, Negotiations & Approval of bids.

Format 4.8: Disclosure

(On the Letterhead of Bidding Company/Each Member in a Bidding Consortium)

To,
Municipal Commissioner
NMMC,

Sub: Bidders' Disclosure for Response to RFP for "Development of Renewable Energy Project Facilities of Hydro Electric Power Plant of 1.5 MW and Floating Solar PV Power Plant of 100 MW at Morbe Dam" dated - / / 2023

Dear Sir,

Disclosure

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

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

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

Date:

Format 4.9: Performance Security

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.)

(Note: - Total Performance Guarantee is to be submitted in 4 Nos. of Bank Guarantee in the ratio of 10%, 20%, 30% & 40% Value.) In consideration of the.....[Insert name of the Successful Bidder with address] agreeing to undertake the obligations under the PPA and Navi Mumbai Municipal Corporation (herein after referred to as **NMMC**), agreeing to execute PPA with the Successful Bidder for “Development of Renewable Energy Project Facilities of 1.5 MW installed Capacity of Hydro Electric Power Plant and 100 MW installed capacity of Floating Solar Power Project at Morbe Dam dated - __/__/ 2023” for meeting the requirements of Procurer, the..... [Insert name and address of the bank issuing the guarantee and address of the head office](herein after referred to as” **Guarantor Bank**”) hereby agrees unequivocally, irrevocably and unconditionally to pay to the Commissioner, NMMC forth with on demand in writing from the NMMC or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees.....only [Insert the amount of the bank guarantee with respect to the RFP and as per the terms of PPA] on behalf of M/s. [Insert name of the Successful Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including [Insert date of validity of PS] and shall in no event not be terminable by notice or any change in the constitution of the Bank or the term of the PPA or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. (Rs..... only). Our Guarantee shall remain in force until..... [Insert the date of validity of the Guarantee as per Clause 2.12 of the RFP]. NMMC shall be entitled to invoke this Guarantee up to thirty (30) days of the last date of the validity of this Guarantee by issuance of a written demand to invoke this guarantee.

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by..... [Insert name of the Successful Bidder] and/or any other person. The Guarantor Bank shall not require NMMC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against NMMC in respect of any payment made hereunder. This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Mumbai shall have exclusive jurisdiction.

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

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

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

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

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

Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs.....crores (Rs.....crores only) and it shall remain in force until..... [Date to be inserted on the basis of Article 2.12 of PPA], with an additional claim period of thirty (30) days thereafter. This BANKGUARANTEE shall be extended from time to time for such period, as may be desired by..... [Insert name of the Successful Bidder/Concessionaire]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if NMMC serves upon us a written claim or demand. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this..... day of.....at.....

Witness:

1.....

Signature

Name and address

Signature

Name:

2..... Designation with bank stamp

Signature

Name and address

For: Attorney as per power of attorney no.....
..... [Insert name
Of the bank]

Banker's stamp and full address:

Dated this.....day of.....20.....

Note: Stamp Paper should be in the name of executive bank

FORMAT 4.10 Anti-Collusion Certificate

[To be submitted on the letter heads of the Bidders separately]

Date: [•]

To,
Municipal Commissioner,
Navi Mumbai Municipal Corporation

Sub: "Development of Renewable Energy Project Facilities of Hydro Electric Power Plant of 1.5 MW and Floating Solar PV Power Plant of 100 MW at Morbe Dam" ("Project")

Sir,

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this [•] Day of [•], 2023

Name of the Bidder

Signature of the Authorised Person

Note:

To be submitted by each Member in case of Consortium Company.

FORMAT 4.11 Irrevocable Undertaking

(On Rs.500/- Stamp Paper)

The information / documents submitted by us are true to our knowledge and if the information / documents so furnished shall be found to be untrue or false, the Tender shall be liable to be disqualified and our Earnest Money accompanying Tender will be forfeited.

Also I/We aware that if the information / document found to be untrue or false during the currency of Contract, our Contract liable to be terminated.

..... I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the sub-soil conditions regarding all materials (such as stone, murum, sand, etc.) and labour of which I / We have based my / our rates for this Work. The specifications, conditions bore results and lead of materials on this Work have been carefully studied and understood by me / us before submitting this Tender. I / We undertake to use only the best materials approved by the, Municipal Commissioner, N.M.M.C. or his duly authorised assistant, before starting the Work and to abide by his decision.

I/ we agree that the amount of Earnest Money shall not bear interest and shall be liable to be forfeited to the corporation, should I/we fail to (i) Abide by the stipulation to keep the offer open for the period of 120 days from the date fixed for opening the same and thereafter until it is withdrawn by me/ us by notice in writing duly addressed to the authority opening the Tenders. (ii) Security Deposit as specified in Schedule 'A' and within the time limit laid down in 24 of Detailed Tender Notice. The amount of earnest money may be adjusted towards the security deposit or refunded to me /us if so desired by me/us in writing, unless the same or any part thereof has been forfeit as aforesaid.

Should this Tender be accepted I/ we hereby agree to abide by and fulfil all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeited and pay to NMMC the sums of money mentioned in the said conditions.

Demand draft No.....Dated from the Nationalised/ Scheduled Bank at..... in respect of the sum of *Rs..... is herewith forwarded representing the Earnest Money (a) the full value of which is to be absolutely forfeited to N.M.M.C. should I/ we not deposit the full amount of security deposit specified in the Detailed Tender Notice.

Tenderer

Address

.....

Date the day of 20

Signature of Tenderer

(witness)

Signature of Witness

Address

FORMAT 4.12 DECLARATION CUM INDEMNITY BOND
(On Rs. 500/- Stamp Paper)

In consideration of Navi Mumbai Municipal Corporation incorporated under BMC Act 1949 and having its office at Belapur Bhavan, 1st Floor, C.B.D. Belapur, Navi Mumbai-400614. (hereinafter referred to as the "Corporation", which expression, shall unless it be repugnant to the context or meaning thereof includes its successors or assigns) having awarded to

M/s.

_____ a Partnership/ Proprietorship/ Pvt. Ltd./Ltd. firm carrying in such name and style the business of construction (hereinafter referred to as the Contractor which expression shall, unless it be repugnant to the context or meaning thereof, includes its partners or Partner/Proprietor for the time being or its surviving Partner or his heirs and executors) for the work of

_____ at an _____ percent above / below estimated cost of Rs. _____ and in compliance with one of the terms and conditions of the said Contract.

We, M/s. _____ through its Partner/ Proprietor/ Director Mr./ Mrs. _____ being the Contractor do hereby agree and undertake and indemnify and save harmless the Corporation in consequence of the manufacturing defect, patent manufacturing defect and construction defect found in the constructed work at any time in a defect liability period of _____ years with the grant of completion certificate by the Corporation to the Contractor in accordance with and subject to the provision of the said contract.

It is hereby agreed and declared that the Municipal Commissioner of the Corporation or any officer acting as such Municipal Commissioner of the Corporation shall be the Competent Authority to decide upon the question as to the defects in the construction of works and the remedy to be applied by the Contractor for their rectification at his cost and his decision shall be final, conclusive and binding upon both the Corporation and the

Contractor, provided that the Municipal Commissioner shall so decide after giving an opportunity to the Contractor to represent his case.

We hereby agree and undertake irrevocable and unconditionally to carry out duly each and every decision, order, direction or instruction as may be issued by the said Municipal Commissioner or as the case may be, the officer of the Corporation in his behalf and to rectify properly and promptly the defect found by him.

FOR AND ON BEHALF OF M/S _____
through its Partner/ Proprietor/ Director Mr./ Mrs.

Place :- _____

Date :- _____

S E A L

Notary, Maharashtra State

BEFORE ME

Notary, Maharashtra State

Noted and Registered at _____

Serial Number _____

Accepted By.

For & on Behalf of Corporation.

Format 4.13 सत्यप्रतिज्ञापत्र

ON STAMP PAPER OF VALUE OF RS. 500/-

मी,----- वय वर्ष ----- राहणार ----- या सत्यप्रतिज्ञा पत्राद्वारे लिहून देतो की, मी ----- या फर्मचा / कंपनीचा मालक असून ----- या कामासाठी निविदा सादर करीत आहे. त्या निविदेच्या लिफाफा क्र. 1 मध्ये जी कागदपत्रे सादर केली आहेत ती खरी, बरोबर व पूर्ण आहेत. त्यामध्ये कोणत्याही त्रुटी, चुका नाहीत, याची मी खात्री केलेली असून असे शपथपूर्वक खालील अटी व शर्तीसह मान्य करीत आहे. या कागदपत्रांमध्ये काही चुकीचा, दिशाभूल करणारी, खोटी व तसेच अपूर्ण माहिती आढळल्यास मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

1. जर कंत्राट कालावधीदरम्यान, मी माझ्या कार्यालयाने किंवा माझ्या कर्मचाऱ्यांनी सार्वजनिक बांधकाम विभागाला कोणतीही खोटी माहिती किंवा देयकासमवेत तसेच पत्रव्यवहारात खोटी / बनावट साहित्य खरेदेची कागदपत्रे सादर केली असल्यास, मी भारतीय दंडसंहिता अंतर्गत कार्यवाहीस पात्र राहीन.
2. जर कंत्राट कालावधीदरम्यान आणि काम समाप्ती नंतर, अंतिम देयक देण्याच्या तारखेपर्यंत सादर केलेले कोणतेही कागदपत्रे खोटी / बनावट किंवा फसवी आढळल्यास, मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.
3. जर काम समाप्तीनंतर दोष दायित्व कालावधी दरम्यान व त्यानंतर कोणत्याही वेळी, कोणतीही माहिती किंवा कागदपत्रे खोटी / बनावट, फसवी किंवा दिशाभूल करणारी आढळल्यास, मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहिन.

Format 4.14 'बंधपत्र'

ON STAMP PAPER OF VALUE OF RS. 500/-

मी, ----- शपथ पत्र लिहून देतो की, माझी सुशिक्षित बेरोजगार अभियंता अंतर्गत वर्ग ----- मधील नोंदणी दिनांक ----- पर्यंत ग्राह्य आहे. सद्यःस्थितीत मी कोणत्याही शासकीय / निमशासकीय / खाजगी संस्थेत कार्यरत नाही. तसेच मी कोणतेही पुढील शिक्षण घेत नसून सदर काम मी स्वतः करणार आहे.

उपरोक्त बाबतील असत्यता आढळून आल्यास होणाऱ्या कार्यवाहीस मी व्यक्तिशः जबाबदार राहील.

असत्यतेमुळे माझी सुशिक्षित बेरोजगार अभियंता म्हणून नोंदणी रद्दद आल्यास माझी कोणतीही हरकत असणार नाही.

सही :-

नाव :-

Format 4.15 करारनामा पत्र

(रु. 500/- च्या स्टॅम्प पेपरवर)

नवी मुंबई महानगरपालिकेचे वतीने
शहर अभियंता / कार्यकारी अभियंता
नवी मुंबई महानगरपालिका,
नवी मुंबई.

कारणे करारनामा लिहून देतो की, नवी मुंबई महानगरपालिका स्थायी समितीने ठराव क्र. -----
दिनांक / / 2023 अन्वये -----
- कामाची निविदा मंजूर झाली आहे.

त्याप्रमाणे आम्ही वरील ठिकाणी पुढील शर्तीवर बांधील आहोत.

1. कंत्राटदाराने बँक गॅरंटीच्या स्वरूपात अनामत रक्कम म्हणून कंत्राट रक्कमेच्या 2 टक्के बँकेत ठेवणे आवश्यक आहे. उर्वरित अनामत रक्कम देय बिलातून 2 टक्के दराने वजा करणेची आहे.
2. जनरल टेंडर नोटीस 'शुध्दीपत्रासह' निविदाकारांना सुचना सर्व अटी साधारण अटी, रूपरेषा तपशील, निविदा दस्तऐवज व स्विकृती पत्र नं. ----- दि. / /2023 हे सर्व कराराचे कागदपत्र असतील.
3. कंत्राटदाराने आपले काम निर्धारित वेळेतच केले पाहिजे.
4. महापालिका कंत्राटदाराने प्रत्यक्ष केलेल्या कामाची रक्कम शेड्यूल रेट / कोटेड पर्सेंटिजप्रमाणे कंत्राटदारास देईल.
5. महापालिकेने जर कंत्राटदारास कोणतीही सेवा दिल्यास त्याची रक्कम कंत्राटदाराने महापालिकेस देणे गरजेचे आहे.
6. सदर कामाच्या संदर्भात एखाद्या वेळेस विवाद निर्माण झाल्यास तो विवाद ठाणे / मुंबई न्यायालयांच्या हद्दीत त्याचा निवाडा होईल.

वरील सर्व नियम व अटी आम्ही काळजीपूर्वक वाचल्या असून त्या आम्हाला पूर्णपणे मान्य व बंधनकारक आहेत. हा करारनामा मी राजीखुशीने लिहून दिला आहे.

ठिकाण :- सी. बी. डी., बेलापूर, नवी मुंबई - 400 614.

दिनांक :- / /2023.

साक्षीदार

1. स्वाक्षरी :

नाव : -----

पत्ता : -----

2. स्वाक्षरी :

नाव : -----

करारनामा लिहून देणार

स्वाक्षरी (कंत्राटदार)

नाव : -----

पत्ता : -----

रबरी शिक्का

पत्ता : -----

मनपा

सामान्य मुद्रा.

स्वाक्षरी :

पदनाम :

नवी मुंबई महानगरपालिका.

स्थायी समितीच्या खालील दोन सदस्यांसमक्ष सामान्य मुद्रा उमटविण्यात आली आहे.

- | | | |
|----|--------------|----------------------|
| 1. | नांव : ----- | 1. स्वाक्षरी : ----- |
| 2. | नांव : ----- | 2. स्वाक्षरी : ----- |

Format 4.16 Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____
 Date: _____
 JV Member's Name _____
 RFB No. and title: _____
 Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
Year	Non performed portion of contract	Contract Identification	Total Contract Amount (current value in Rs.)
[insert year]	[insert amount] And percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Authority : [insert full name] Address of Authority : [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
Year of dispute	Amount in dispute (in Rs.)	Contract Identification	Total Contract Amount (in Rs)
		Contract Identification: _____ Name of Authority : _____ Address of Authority : _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Authority : _____ Address of Authority : _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

Annexure A I

Technical Requirements for various components for use in Grid Connected Renewable Energy Project facilities Plants

(Refer Separate Volume of Technical Specifications)

Annexure- A2

INSTRUCTION TO BIDDERS PARTICIPATING IN E-TENDERING SYSTEM

Please refer the website www.nmmc.etenders.in under Bidders Manual Kit, for instruction to bidder.

Annexure – A3: TERMS & CONDITIONS OF REVERSE AUCTION

The reverse auction shall be conducted with L1 Bidder rate separately on www.nmmc.etenders.in. E-Reverse Auction shall be carried out as specified in “Bid Information Sheet” of this RFP. NMMC shall inform the schedule for the e-reverse auction to the eligible bidders.

Shortlisted bidders for E-Reverse Auction will be able to login into www.nmmc.etenders.in. for reverse auction 15 minutes before the start time of reverse auction.

- I. During 15 minutes prior to start of reverse auction process, the respective tariff along with the total project capacity of the bidder shall be displayed on its window.
- II. The minimum decrement value for tariff shall be ₹ 0.01 per kWh. The bidder can mention its revised tariff which has to be at least 01 (one) paisa less than its current tariff.
- III. Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value mentioned in previous Section. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
- IV. During E-Reverse Auction, the bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.
- V. In the bidder's bidding window, the following information can be viewed by the bidder:
 - a. Its tariff as their initial start price and there after last quoted tariff along with project capacity for which the bidder is qualified;
 - b. The list of all the bidders with their following details: Pseudo Identity, last quoted tariff and project capacity
- VI. The initial auction period will be of 60 minutes (sixty minutes) with a provision of auto extension by 60 minutes (sixty minutes) from the scheduled / extended closing time if any fresh bid is received in last five minutes of auction period or qextended auction period. If no valid bid is received during last five minutes of

auction period or extended auction period, then the reverse auction process will get closed.

The following would be Timelines for e-Reverse Auction for each category:

Sr. No.	Parameter	Value
TIMELINE FOR E-REVERSE AUCTION		
1	Date and Time of Reverse-Auction Bidding Event	Reverse-Auction Bidding Event will start at time and Date will be intimated later on through online process
2	Duration of Reverse-Auction Bidding Event	Duration 60 Minutes and extension as per Sr. No. 3.2
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a 'Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time"	Yes
3.1	Pre-defined Time-Duration	60 Minutes
3.2	Auction Bid Auto extension in minutes	10 Minutes
3.4	Maximum number of Auto-Extension	6 + 6 extension (If bids are received in the last first six iterations of 10 mins then process shall be extended for next six iterations.)
4	Criteria of Bid-Acceptance	Beat on Starting Price', as well as, 'Beat on Rank-1 Bid Value'
5	Entity – Start-Price	The lowest tariff quoted by L1 bidder in each category in the financial bid.
6	Minimum Bid-Decrement	Rs 0.01 (one paisa)
7	Auction Elapse time in minutes	5 minutes