

Maharashtra State Electricity Distribution Co. Ltd.

REQUEST FOR SELECTION (RfS)

**FOR PROCUREMENT OF 300 MW WIND POWER ON LONG TERM BASIS THROUGH
COMPETITIVE BIDDING PROCESS (FOLLOWED BY REVERSE E- AUCTION) FROM
GRID CONNECTED NEW INTER-STATE AND INTRA-STATE WIND PROJECTS**

**RfS No. MSEDCL/RE/2021/300MW/Wind/T-42
Dated 26.11.2021**

ISSUED BY

Maharashtra State Electricity Distribution Co. Ltd.

Renewable Energy section,
“Prakashgad”, 5th Floor, Station Road, Bandra € , Mumbai-51
Tel.: 26472131, 26474211 Website: www.mahadiscom.in

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DISCLAIMER:

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

Place: Mumbai

Date: 26.11.2021

BID INFORMATION SHEET

Document Description	For procurement of 300 MW wind power on long term basis through competitive bidding process (followed by reverse e- auction) from grid connected inter-state and intra-state wind projects.
RfS No.& Date	MSEDCL/RE/ 2021/300 MW/Wind/T- 42 dated 26.11.2021
Downloading of tender documents	26.11.2021
Pre-bid Conference /Clarification Meeting date and location	Online pre-bid conference details to be shared in the tender portal and mailed to the interested bidders. For this bidders should send an email to ncetendersedcl@gmail.com with a subject 'Registration for 300 MW Wind Pre-bid conference'. Date: 03.12.2021 (VC link will be notified later)
Last date & Time for a) Online Submission of Response to RfS and b) All documents as per Section 3.21A physically at MSEDCL office, Mumbai	Date : 20.12.2021 Time : 16:00 Hrs
Financial Bid Opening	Will be informed to eligible bidders.
Reverse e-auction	Will be informed to eligible bidders.
Cost of RfS Document (non- refundable)	Rs 25000/- (plus applicable GST) to be paid online through NEFT/RTGS and details of payment are as under: Account Name- Maharashtra State Electricity Distribution Co. Ltd. Bank- Bank of Maharashtra. Branch-Bandra East, Mumbai Account No.-20045303764 IFSC Code-MAHB0000164 MICR Code-400014043
Processing Fee (non- refundable)	Rs. 3 Lakhs plus applicable GST as on last date of bid submission for each response/bid,) to be paid online through NEFT/RTGS as above.

EMD	Earnest Money @ 6 lakh /MW/Project to be submitted in the form of Bank Guarantee along with the Response to RfS.															
Name, Designation, Address and other details (For Submission of Response to RfS)	Chief Engineer (Renewable Energy) 'Prakashgad' 5th floor, Station Road, Bandra (E), Mumbai -400 051. Tel No. 022-26580645 E-mail - nctendermsedcl@gmail.com															
Details of persons to be contacted in case of any assistance required	1) Mr. Nikhil Meshram, Superintending Engineer, (RE) 2) Mr. Amit Bute Executive Engineer (RE)															
PAN No. and GSTIN	PAN No:- AAECM2933K GSTIN:- 27AAECM2933K1ZB															
Bank Details of MSEDCL for the purpose of EMD/PBG	<table border="1"> <tr> <td>Name of Bank</td><td>BANK OF INDIA</td></tr> <tr> <td>Branch Name</td><td>MUMBAI LARGE CORPORATE BRANCH</td></tr> <tr> <td>Account No.</td><td>016020110000033</td></tr> <tr> <td>Name of Account Holder by Designation</td><td>Director Finance, MSEDCL</td></tr> <tr> <td>IFSC Code</td><td>BKID0000160</td></tr> <tr> <td>TYPE OF ACCOUNT</td><td>CURRENT ACCOUNTS</td></tr> <tr> <td>Address</td><td>MUMBAI LARGE CORPORATE, 70/80, MG ROAD, FORT, MUMBAI - 400023, MAHARASHTRA</td></tr> </table>		Name of Bank	BANK OF INDIA	Branch Name	MUMBAI LARGE CORPORATE BRANCH	Account No.	016020110000033	Name of Account Holder by Designation	Director Finance, MSEDCL	IFSC Code	BKID0000160	TYPE OF ACCOUNT	CURRENT ACCOUNTS	Address	MUMBAI LARGE CORPORATE, 70/80, MG ROAD, FORT, MUMBAI - 400023, MAHARASHTRA
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Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the website https://www.bharat-electronictender.com No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.																

For conducting the e-bidding, MSEDCL will use <https://www.bharat-electronictender.com> (E-tender Portal). Bidders are required to register themselves online with M/s ISN Electronic Tender Services website <https://www.bharat-electronictender.com> (if not registered already) e-tender portal, , through the payment gateway facility of the E-tender Portal of INR 15,000 (Indian Rupees Fifteen Thousand) (plus applicable taxes as indicated in the E-tender Portal), and subsequently download the RfS and other Bid Documents from the E-tender Portal. A Bidder, who is already registered on the E-tender Portal need not register again on the E-tender Portal.

SECTION 1: INTRODUCTION

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1.1 Introduction

1.1.1 The erstwhile Maharashtra State Electricity Board was looking after Generation, Transmission & Distribution of Electricity in the State of Maharashtra barring Mumbai. But after the enactment of Electricity Act 2003, MSEB was restructured into 4 Companies viz. MSEB Holding Co. Ltd., Maharashtra State Electricity Distribution Co. Ltd. (Mahavitaran / MSEDCL), Maharashtra State Power Generation Co. Ltd. (Mahagenco) and Maharashtra State Electricity Transmission Co. Ltd. (Mahatransco) on 6th June 2005. Maharashtra State Electricity Distribution Co. Ltd.

1.1.2 In order to fulfill the Non-Solar Renewable Purchase Obligation (RPO) and to meet the future power requirements, MSEDCL intends to procure Wind Power up to capacity of 300 MW through Competitive Bidding Process (conducted through electronically facilitated online web based portal (<https://www.bharat-electronictender.com>) followed by e-reverse auction). MSEDCL shall enter into Power Purchase Agreement (PPA) with the Bidders selected based on this RfS for purchase of wind power for a period of 25 years from Commercial Operation Date of wind power projects based on the terms, conditions and provisions of the RfS.

1.2 Details of Power Procurement:

1.2.1 The bidders selected by MSEDCL based on this RfS, be existing wind power project or shall set up Wind Power Projects in accordance with the provisions of this RfS document and draft Power Purchase Agreement (PPA). PPA format has been enclosed and can be downloaded from **<https://www.bharat-electronictender.com>**.

1.2.2 MSEDCL shall enter into Power Purchase Agreement (PPA) with the Bidders selected

based on this RfS for purchase of wind power for a period of 25 years from Commercial Operation Date of wind power projects and based on the terms, conditions and provisions of the RfS. The tariff payable to Selected Bidder shall be fixed for 25 years as discovered through the e-bidding and e-reverse auction conducted vide this RfS. The bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays, Benefits from trading of Carbon Credits, etc. as available for such projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on MSEDCL for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.

- 1.2.3 In case of interstate projects, all transmission charges and losses upto delivery point shall be to the account of the Successful Bidder. No change in charges / losses of CTU shall be covered under Change in Law.
- 1.2.4 In case of import of energy during a month for Intra-State projects, the successful bidder shall be required to make payment to MSEDCL at prevailing HT Industrial Tariff or as applicable, determined by MERC from time to time..
- 1.2.5 Wind Power Developer (WPD) shall be responsible for arrangement of start-up power / auxiliary consumption, as per the state Regulations/CTU procedure.

1.3 Eligible Projects

- 1.3.1 The Projects to be selected for aggregate capacity of 300 MW, provide for deployment of Wind Power Technology . However, the selection of projects would be technology agnostic within the technology mentioned by NIWE as per the RLMM issued by MNRE.

- 1.3.2 The Grid connected inter-state and intra-state new wind projects.
- 1.3.3 The Intra-state projects already commissioned but do not have any long-term PPA with any agency and selling power on short-term or merchant plant basis will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes and do not have any obligations towards existing buyers.
- 1.3.4 In order to timely completion of project, the bidder shall submit activity wise tentative schedule for meeting timelines/milestones as per RfS at the time of bid submission such as Land Procurement, Grid Connectivity, Material Procurement, tentative date/month of procurement of WTG, Country of Import, if not domestically procured -, Start and Completion of construction activities etc. (Format 6.8)

SECTION 2: DEFINITIONS

Section 2: Definitions

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

Act or Electricity Act, 2003	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
Affiliate	shall mean a Company that, directly or indirectly, i) controls, or ii) is controlled by, or iii) is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least 50% (twenty-six percent) of the voting rights/ paid up share capital of the other Company.
Adjusted Equity	<p>means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the “Reference Date”), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date;</p> <p>(i). On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date;</p> <p>(ii). An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the “Base Adjusted Equity”);</p> <p>(iii). After COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.333% (zero point three three three percent) thereof at the commencement of each month following the COD [<i>reduction of 1% (one percent) per quarter of an year</i>] and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date;</p> <p>For the avoidance of doubt, the Adjusted Equity shall, in the event of</p>

	termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the PPA period is extended, but the revision on account of WPI shall continue to be made.
Bidder/ Bidding Entity	Shall mean Bidding Company or a Limited Liability Company (LLC) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company Bidding Consortium/ Consortium Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin
Bidding Consortium or Consortium	refers to a group of Companies that has collectively submitted the response in accordance with the provisions of these guidelines.
Capacity Utilization factor/ CUF	<p>shall have the same meaning as provided in CERC (Terms and conditions for tariff determination from Renewable Energy Sources) Regulations, 2017 as amended from time to time.</p> <p>For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract year, if 'X' MWh of energy has been metered out at Delivery Point for 'Y' MW Project capacity,</p> $CUF = (X \text{ MWh}) / (Y \text{ MW} \times 8766) \times 100\%.$ <p>It may be noted that in above illustration, the capacity 'Y' MW shall refer to the Contracted Capacity terms in PPA.</p>
CERC	shall mean Central Electricity Regulatory Commission
Chartered Accountant	<p>for bidders or its Parent, Affiliate or Ultimate Parent or any Group Company incorporated in India,</p> <p>"Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;</p> <p>For bidders or its Parent, Affiliate or Ultimate Parent or any Group Company incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated / registered under the corresponding</p>

	Statutes/laws of the respective country.
Company	shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable
Commissioning	with respect to the Project/ Wind Turbine Generator as certified by RLDC/SLDC/DISCOM shall mean all equipment as per rated capacity has been installed and energy has flowed into the grid.
Commercial Operation Date or COD	shall mean, in case of part commissioning, Commercial Operation Date (COD) will be declared only for that part of project capacity. The Commercial Operation Date (COD) of the project [Project COD] shall be considered as the actual date of commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be, as declared by the Commissioning Committee constituted by MSEDCL
Contracted Capacity	shall mean the capacity (in MW AC) contracted with MSEDCL for supply by the successful bidder at the delivery point from the Wind Power Project.
Contract Year	<p>shall mean the period beginning from the Effective Date of the PPA 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:</p> <p>a) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and</p> <p>b) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the PPA.</p>
Control	shall mean the ownership, directly or indirectly of more than 51% of the voting shares of such company, or right to appoint majority directors to the Board of Directors.
Controlling shareholding	shall mean more than 51% of the voting rights or paid up share capital in the Company/Consortium
CTU or Central Transmission Utility	shall mean the Central Transmission Utility as defined in Sub-Section (10) of section (2) of the Electricity Act, 2003 and

	amendments from time to time.
Day	shall mean calendar day.
Delivered Energy	shall mean the kilowatt hours of energy actually fed and measured by the energy meters at the Delivery Point and as certified by RLDC/SLDC/DISCOM as applicable.
Delivery Point	<p>shall mean the point(s) of connection(s) at which energy is delivered into the Grid System</p> <ul style="list-style-type: none"> a) For existing intra - state projects, at the existing metering point(s). b) For new intra - state projects, at the voltage level of 33 kV or above of STU/MSETCL sub-station. c) For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.
Electricity Laws	shall mean the Electricity Act, 2003 and the relevant rules, notifications, and amendments issued there under and all other Laws in effect from time to time and applicable to the development, financing, construction, ownership, operation or maintenance or regulation of electric generating companies and Utilities in India, the rules, regulations and amendments issued by CERC/ MERC from time to time.
Effective Date	shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties.
Financial Closure or Project Financing Arrangements	shall have the same meaning as defined in clause 3.16 of RfS
Financing Parties	means Parties financing the Project, pursuant to Financing Documents.
Group Company	<p>of a Company means</p> <ul style="list-style-type: none"> a) A company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the company, or b) a company in which the company, directly or indirectly, holds 10%