

- (h) For successful implementation and operation of the Manufacturing Zone, agreements between State Government and the SPV shall be entered into.

2.3. Monitoring Structure

- 2.3.1. A Scheme Steering Committee (SSC) and a Project Management Agency (PMA) shall be constituted.

2.3.2. Scheme Steering Committee (SSC)

- (a) The SSC shall be constituted jointly by MNRE and MoP under the Co-Chairmanship of Secretary, MoP and Secretary, MNRE for appraisal, approval and monitoring the progress of Manufacturing Zone as per the Scheme guidelines.
- (b) The Committee shall have the following members:
 - (i) Financial Advisor, MoP, Member
 - (ii) Financial Advisor, MNRE, Member
 - (iii) Additional Secretary/ Joint Secretary, MoP
 - (iv) Additional Secretary/ Joint Secretary, Solar, MNRE
 - (v) Joint Secretary, In-charge (Aatmanirbhar Bharat), DPIIT
 - (vi) Nodal Officer, In-charge of PDC, MoP
 - (vii) Nodal Officer, In-charge of PDC, MNRE, Convenor
 - (viii) Any other domain expert as decided by Co-Chair.
- (c) The SSC may invite representatives of Industry Associations, R&D Institutions and other Government/ Private sector expert organizations as special invitees as required from time to time.
- (d) The SSC shall take all decisions required for successful implementation of the Scheme.
- (e) The SSC shall be assisted by the PMA.
- (f) The SSC shall meet as often as necessary to ensure timely consideration of the Proposals, the DPRs, review of the progress of the Project as per the Scheme. The SSC shall hold meeting at least once in six (6) months.
- (g) The SSC shall evaluate the Proposals submitted by the Proposers and give in-principal approvals for setting up Manufacturing Zone.

2.3.3. Project Management Agency (PMA)

- (a) A PMA shall be constituted for providing secretarial, managerial and implementation support to the SSC for effective implementation of the Project.
- (b) The PMA shall have technical experts with knowledge and experience in regulations, manufacturing and R&D relating to renewable and power equipment. PMA shall have at least one (1) expert with experience in implementation of infrastructure projects.
- (c) The PMA shall be constituted with the following members under the Co-Chairmanship of the Nodal officers (in charge of the Project Development Cells) of MoP and MNRE:
 - (i) One officer from NTPC and Power Grid,
 - (ii) One Officer from IREDA
 - (iii) DG, NISE or his nominee
 - (iv) DG, NIWE or his nominee

- (v) DG, CPRI or his nominee
 - (vi) Chief Engineer (R&D), CEA or a nominee of Chairperson, CEA
- (d) Consultant/Young Professionals may be engaged for providing assistance to the PMA.
- (e) The PMA will be responsible for:
- (i) Preliminary examination of the Proposals received from the Proposers and seeking additional information including documents, if required for completeness of the Proposals.
 - (ii) Appraisal of Proposals and making appropriate recommendations to the SSC for approval of Project under the Scheme.
- (f) After receiving in-principle approval from the SSC, PMA will inform the Proposer about the same.
- (g) The PMA shall assess the progress of the Project from time to time and submit the report to the SSC.

2.4. Role of Proposer

2.4.1. Successful Proposer shall be responsible for:

- (a) Formation of SPV within one (1) month after receiving in-principle approval from the SSC, if the Proposer is a State Government. If the Proposer is a private entity/CPSU in partnership with State Government, the Proposer has to incorporate a JV company (as defined in Clause 3.1) within one (1) month after receiving in-principle approval from the SSC, wherein State should hold minimum twenty six percent (26%) equity.
- (b) Facilitating the SPV for getting distribution license, where possible from Appropriate Commission under clause (b) of section 14 of Electricity Act 2003.
- (c) Facilitating and providing all statutory approvals/clearances from State Government offices required for operation of the industrial activity inside the Manufacturing Zone. Further, State shall also facilitate and recommend for requisite statutory approval/clearances to be given by the Central Government bodies.
- (d) Providing necessary infrastructure such as access road, power, water supply, etc. up to the Manufacturing Zone.
- (e) Promoting the Manufacturing Zone at National & International level.

2.4.2. Successful Proposer shall avail the grant for development of Manufacturing Zone as per the Scheme guidelines. One (1) State shall be allowed to submit only one (1) Proposal for setting up a Manufacturing Zone in their State.

2.4.3. The area offered by the Proposer for setting up Manufacturing Zone shall not be less than One Hundred Fifty (150) acres. For development of CTF, separate area has to be kept.

2.4.4. The Proposer shall have to be in full possession of the land free of all encumbrances proposed for establishing the Manufacturing Zone on the date of submission of Proposal.

2.4.5. The Proposer shall give full details of the location of the proposed Manufacturing Zone including land area (in acres), location map and area map.

- 2.4.6. The Proposer shall provide an undertaking for establishing a single window system for all necessary clearances required from the State Government for the manufacturing units located in the Manufacturing Zone.
- 2.4.7. The Proposer shall be required to make a presentation on the Proposal before SSC.
- 2.4.8. The Proposer shall identify a suitable location for setting up a Manufacturing Zone keeping in mind various factors viz., assured availability of power, assured availability of water, transport connectivity with Railways, National Highway, Sea Port, Airport, environmental and other statutory clearances etc. The identified location shall be well away from the eco-sensitive zone of protected areas.
- 2.4.9. The Proposer under the Scheme shall submit the Proposal within the stipulated date and time as per the format provided at Annexure 6.1.
- 2.4.10. SPV while asking Proposal for manufacturing unit shall not specify minimum percent for export or local value addition for establishing the manufacturing units in the Manufacturing Zone.

2.5. Responsibilities of Special Purpose Vehicle (SPV)

- 2.5.1. SPV will be responsible for preparation of DPR and creation of CIF and CTF in selected Manufacturing Zone.
- 2.5.2. The SPV shall plan, appraise, approve, manage, monitor and facilitate the establishment of industries in the Manufacturing Zone.
- 2.5.3. The SPV of Manufacturing Zone shall be headed by a full time Chief Executive Officer (CEO).
- 2.5.4. The SPV may collaborate with private developers for carrying out the work but only SPV will be fully responsible for implementing the Scheme.
- 2.5.5. The SPV shall use central grant-in aid for creation of CIF and CTF.
- 2.5.6. The SPV shall prepare the DPR covering the technical, financial, institutional and operational aspects of the CIF and CTF to be set up within the Manufacturing Zone within seventy five (75) days from the formation of SPV and submit it for approval of the SSC with the details as given in Annexure 6.2.
- 2.5.7. After approval of the DPR, the SPV shall start execution of works relating to CIF or CTF in collaboration with CPRI, NISE and NIWE. Works relating to CIF shall be completed within eighteen (18) months and CTF within thirty six (36) months from the date of approval of DPR.
- 2.5.8. SPV shall ensure that from the grant-in-aid provided by the central government, CTF are established with the help of NISE for solar energy, NIWE for wind energy and CPRI for power equipment (for Generation, Distribution and Transmission) as per the testing requirements of manufacturing units set up in the Manufacturing Zone.
- 2.5.9. NISE, NIWE and CPRI shall establish and operate the testing facilities and charge testing fee as per the agreement with the SPV.

- 2.5.10. Additional testing facilities without using grant in aid, if required, may also be set-up in market mode by CPRI, NISE or NIWE to meet the testing requirement of manufacturing units.
- 2.5.11. Funds for CTF will be distributed depending up the type of testing facilities required to be provided based on the industries coming up in the respective Manufacturing Zones.
- 2.5.12. To promote domestic manufacturing under "Aatmanirbhar Bharat Abhiyan", power should be provided at reasonable rate to make them competitive as the share of power cost for operation is quite substantial. In order to provide power at reasonable cost, where possible the SPV/ third party selected by SPV may seek distribution license under clause (b) of Section 14 of Electricity Act, 2003 from Appropriate Commission.
- 2.5.13. The SPV shall be responsible for the day to day management of Manufacturing Zone.
- 2.5.14. The SPV shall be responsible for obtaining all statutory approvals/ clearances including all environmental clearances and providing single window system for various approvals and test certificates.
- 2.5.15. The SPV shall recruit suitable professionals for expeditious implementation of the works relating to CIF or CTF and various other interventions as outlined and approved in the DPR. Further, professionals shall prepare the event report, ex-post activity chart showing all activities, the original, expected dates and actual dates along with the flow of fund requirements as specified in the DPR.
- 2.5.16. The SPV shall furnish regular progress reports of the Project to the SSC and the PMA.
- 2.5.17. The SPV shall allot land to the manufacturers on outright sale basis or on long term lease basis for minimum of thirty five (35) years or for a lesser time period if requested by manufacturers. The land shall be allocated by SPV as per the agreed lease rental rates and terms and conditions as proposed in the Proposal submitted by the Proposer for approval of the SSC.
- 2.5.18. The SPV shall provide services to the manufacturing units as per agreed utility charges and terms and conditions as mentioned in the Proposal. The SPV shall be responsible for operation and maintenance of CIF and CTF of the Manufacturing Zone. SPV may collect maintenance charges for the maintenance of Manufacturing Zone on annual basis. The maintenance charges shall be revised annually based on the actual cost of maintenance. Total annual maintenance cost shall be apportioned amongst the manufacturers in ratio of land area allocated to them inside the Manufacturing Zone.
- 2.5.19. The SPV/ third party selected by SPV shall be responsible for all the matters relating to procurement, transmission, distribution of electricity and its associated electrical infrastructure.
- 2.5.20. The SPV shall keep a provision for cancellation of allotment of the land if any manufacturer fails to start the work within six (6) months and complete the commissioning within a period of twenty four (24) months from the date of allotment of land unless it is extended on valid reasons for not more than six (6) months at a time.
- 2.5.21. There shall be a provision for the manufacturing units to opt out of the Manufacturing Zone after a period of five (5) years from the allotment of land by SPV as per the procedure defined at the time of allotment of land by the SPV.
- 2.5.22. The SPV shall submit any report sought by SSC or PMA, from time to time.

- 2.5.23. The SPV shall invite applications from the potential manufacturers for establishing a manufacturing facility in the Manufacturing Zone for the items included in Annexure 6.3.
- 2.5.24. The SPV shall develop and include guidelines and eligibility criteria for allotment of land and other services in the DPR for approval of the same by the SSC
- 2.5.25. The SPV shall furnish a quarterly progress report on the development of the Manufacturing Zone.
- 2.5.26. The SPV shall open a Trust and Retention Account (TRA) or Escrow or No Lien Account and enter into an agreement in respect thereof as may be decided by the SSC for the purpose of parking the funds received as grant-in-aid from the Central Government under the Scheme.
- 2.5.27. The SPV shall submit the Utilisation Certificate (UC) with the progress report for the amounts utilized as per the format prescribed in GFR.
- 2.5.28. Accounts of SPV shall be subject to audit by the Comptroller & Auditor General of India.
- 2.5.29. The amount allotted for CIF and CTF for power equipment, solar equipment and wind equipment may be reallocated between the activities under CIF & CTF if required, after taking approval of SSC.
- 2.5.30. In addition to the CIF, the SPV and the State shall actively facilitate common services/ utilities required for smooth running of businesses such as petrol pumps, banks, cafeteria, business centre, parking for trucks, convenience stores, medical service centre etc.

2.6. Brief description of EOI Process

- 2.6.1. EOI Process Authority has adopted a single stage EOI Process for selection of the Successful Proposer.
- 2.6.2. Each Proposer is required to submit a single Proposal as per Clause 4.7.
- 2.6.3. All Proposals are required to be prepared and submitted in accordance with the terms of this EOI on or before Proposal Due Date.
- 2.6.4. Any queries or requests for additional information relating to this EOI shall be submitted to EOI Process Authority in accordance with Clause 3.4.
- 2.6.5. EOI Process Authority shall endeavour to adhere to the following EOI Schedule:

Sl.	Event	Date and Time
1.	Notification to Proposers	Wednesday, April 13, 2022
2.	Pre-EOI Meeting	Wednesday, April 27, 2022 at 11:00 AM
3.	Last date of submission of queries or information required by Proposers	Wednesday, May 4, 2022 at 04:00 PM
4.	Issue of clarifications, addendum or revised EOI	Monday, May 30, 2022 at 04:00 PM
5.	Proposal Due Date	Sunday, June 26, 2022 at 04:00 PM

- 2.6.6. All communications related to Proposal including submission of Proposal shall be addressed to the following:
 Joint Secretary(Thermal),
 Room No 415, Ministry of Power,
 Shram Shakti Bhawan,
 New Delhi —110001

Email: singhp7@nic.in
Phone: +91-011-23714367

3. General Instructions to Proposers

3.1. Eligibility Criteria

- 3.1.1. The possible scenarios for Proposer are as follows:
- a. **State:** State Government or State Government entity/State PSU in partnership with State Government can submit proposal for setting up Manufacturing Zone in their State.
 - b. **Private Entities/CPSUs:** A private entity/CPSU in partnership with State Government can also submit proposal for setting up Manufacturing Zone in their State. The private entity/CPSU and a State Government agency could formulate a JV company wherein State should hold minimum 26% equity.
- 3.1.2. If the Proposer is a State Government or State Government entity (which is not a Company), then it shall form a Special Purpose Vehicle (SPV), within one (1) month of the approval, for preparation of the DPR and implementation of CIF and CTF works in the identified Manufacturing Zone.
- 3.1.3. If the Proposer is a State PSU in partnership with State Government, creation of new SPV is not mandatory. In case a new SPV is not incorporated, the State PSU shall act as SPV.
- 3.1.4. If the Proposer is a private entity/CPSU in partnership with State Government, the private entity/CPSU and a State Government agency shall formulate a JV company within one (1) month of the approval, for preparation of the DPR and implementation of CIF and CTF works in the identified Manufacturing Zone wherein State should hold minimum twenty six percent (26%) equity. In such case, the JV company shall act as SPV.
- 3.1.5. If the Proposer is a State PSU / CPSU/ private entity in partnership with State Government, it shall submit an State Authorization Letter from official not below the rank of Secretary from the concerned State.
- 3.1.6. The SPV of Manufacturing Zone shall be headed by a full time Chief Executive Officer (CEO).
- 3.1.7. The SPV shall be a limited company incorporated under the Companies Act.
- 3.1.8. Private entities may be allowed to exit from the project after manufacturing units are set up in at least fifty percent (50%) of the area earmarked for setting up of manufacturing units or ten (10) years after the award, whichever is earlier.

3.2. Acknowledgement by Proposer

- 3.2.1. It shall be deemed that by submitting the Proposal, the Proposer has:
- (a) made a complete and careful examination of EOI (including all instructions, forms, terms and specifications) and any other information provided by EOI Process Authority under this EOI and Proposer acknowledges that submission of a Proposal that is not substantially responsive to EOI in every respect shall be at Proposer's risk and may result in rejection of Proposal;
 - (b) received all relevant information requested from EOI Process Authority;
 - (c) accepted the risk of inadequacy, error or mistake in the information provided in EOI or furnished by or on behalf of EOI Process Authority;
 - (d) satisfied itself about all things, matters and information, necessary and required to submit a Proposal;
 - (e) familiarized itself with the procedures and time frames required to obtain all Consents, Clearances and Permits to operate as a Distribution Licensee; and
 - (f) agreed to be bound by the undertakings provided by it under and in terms of this EOI.
- 3.2.2. EOI Process Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter arising out of or relating to EOI or EOI Process.

3.3. Rights of EOI Process Authority

- 3.3.1. EOI Process Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend, amend or supplement the EOI Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Proposer in order to receive clarification or further information at any stage of the EOI Process;
 - (c) retain any information, documents or evidence submitted to EOI Process Authority by or on behalf of any Proposer;
 - (d) independently verify, disqualify, reject or accept any and all documents, information or evidence submitted by or on behalf of any Proposer;
 - (e) reject any Proposal, if:
 - (i) at any time, a material misrepresentation is made or uncovered; or
 - (ii) Proposer in question does not provide, within the time specified by EOI Process Authority, the supplemental information sought by EOI Process Authority for evaluation of Proposal; or
 - (f) accept or reject any or all Proposals, annul EOI Process and reject all Proposals, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including the Proposers.
- 3.3.2. If EOI Process Authority annuls the EOI Process and rejects all Proposals, it may in its sole discretion invite fresh Proposals.
- 3.3.3. If EOI Process Authority exercises its right under this EOI to reject a Proposal and consequently, Successful Proposer gets disqualified or rejected, then EOI Process Authority reserves the right to:
- (a) select the second ranked Proposer as the Successful Proposer; or
 - (b) take any such measure as may be deemed fit in the sole discretion of EOI Process Authority, including inviting fresh Proposals from the Proposers or annulling the entire EOI Process; or
 - (c) take any such measure as it may deem fit.
- 3.3.4. In case, the Successful Proposer is a State and it fails to form the SPV within the stipulated timeline or if the SPV fails to submit the DPR within the timelines, then in-principle approval may be cancelled by the SSC. In case, the Successful Proposer is a private entity/CPSU in partnership with the State and it fails to form the JV company within the stipulated timeline or if the JV company fails to submit the DPR within the timelines, then in-principle approval may be cancelled by the SSC.
In such case, Proposal of the next ranked Proposer may be selected for the purpose of setting up of Manufacturing Zone.
- 3.3.5. Upon any disqualification, cancellation or termination in accordance with this Clause 3.3, EOI Process Authority shall not be liable in any manner whatsoever to the Proposer.
- 3.4. Clarifications and Queries**
- 3.4.1. If a Proposer requires any clarification on or has any query in relation to EOI or seeks to suggest amendments to the EOI, it shall submit such query or request for clarification or amendment to EOI Process Authority by e-mail to the e-mail address mentioned in Clause 2.6.6 or by speed post or courier to the address mentioned in Clause 2.6.6 on or before the time and date specified in EOI Schedule. In case of any e-mail queries or clarifications, the subject of the e-mail must clearly bear the following subject: "**Setting up Manufacturing Zone for Power and Renewable Energy Equipment (Pilot Project): Clarifications or Request for Amendments**". For any such clarifications or amendments, Proposer shall adhere to the Format 6.6 of EOI.
- 3.4.2. EOI Process Authority shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the EOI Schedule. However, EOI Process Authority reserves the right to not respond to any query or provide any clarification or incorporate any amendments or modifications sought for, in its sole discretion. EOI Process Authority's responses (including an explanation of the query but not identification of its source) shall be made available to all Proposers.

- 3.4.3. EOI Process Authority may, on its own initiative, if deemed necessary, issue clarifications to all Proposers. All clarifications and interpretations issued by EOI Process Authority shall be deemed to be part of this EOI. Should EOI Process Authority deem it necessary to amend EOI as a result of a request for clarification or amendments, it shall do so following the procedure under Clause 3.6.
- 3.4.4. Verbal clarifications and information given by EOI Process Authority or any other Person for or on its behalf shall not in any way or manner be binding on EOI Process Authority.

3.5. Pre-EOI Meeting

- 3.5.1. All interested Proposers shall be invited to attend the Pre-EOI Meeting on the date, and time mentioned in the EOI Schedule at the location to be specified by EOI Process Authority. The purpose of the Pre-EOI Meeting shall be to clarify issues and answer questions on any matter relating to EOI and EOI Process.
- 3.5.2. All interested Proposers may nominate up to three (3) authorized representatives to participate in the Pre-EOI Meeting, by confirming the participation of its authorized representatives at the Pre-EOI Meeting at least three (3) days prior to the date of the Pre-EOI Meeting. Such confirmation shall be sent by e-mail at the e-mail address mentioned in Clause 2.6.6.
- 3.5.3. During the course of the Pre-EOI Meeting, all interested Proposers shall be free to seek clarifications and make suggestions to EOI Process Authority.
- 3.5.4. Non-attendance at the Pre-EOI Meeting shall not be a cause for disqualification of an interested Proposer from participating in the EOI Process.

3.6. Amendment of EOI

- 3.6.1. Until Proposal Due Date, EOI Process Authority may, for any reason, whether on its own initiative or in response to a query raised or clarifications requested by a Proposer in writing, amend the EOI by issuing an Addendum or an amended EOI. The EOI Process Authority may, at its discretion, extend the Proposal Due Date in order to give Proposers reasonable time to take the amendments into account in preparing their Proposals.
- 3.6.2. All Addenda or amendments shall be notified in writing through a letter or fax or e-mail to all Proposers.
- 3.6.3. Proposers are required to read EOI together with any Addenda or amendments that may be issued in accordance with this Clause 3.6.
- 3.6.4. Each Addendum or amendment shall be binding on Proposers whether or not Proposers convey their acceptance of the Addendum or amendment.
- 3.6.5. Any oral statements made by EOI Process Authority or its advisors regarding EOI Process, EOI or on any other matter, shall not be considered as amending EOI.
- 3.6.6. EOI Process Authority will assume that the information contained in the Addendum or amendments shall have been taken into account by Proposer in its Proposal. EOI Process Authority assumes no responsibility for the failure of a Proposer to submit its Proposal in accordance with the terms of the Addendum or amendments or for any consequential losses suffered by Proposer.

3.7. Confidential information and proprietary data

- 3.7.1. **Proprietary Data:** All documents and other information provided by EOI Process Authority or submitted by a Proposer to EOI Process Authority shall remain or become the property of EOI Process Authority, as the case may be. Proposers are required to treat all information provided by EOI Process Authority in EOI as strictly confidential and not to use them for any purpose other than for preparation and submission of their Proposals.
- 3.7.2. **Confidentiality Obligations of EOI Process Authority:** EOI Process Authority shall treat all information, submitted as part of a Proposal as confidential and shall require all those who have access to such material to treat it in confidence. EOI Process Authority may not divulge any such information or any information relating to evaluation of Proposals or the qualification of Proposers unless:

- (a) such publication is contemplated under this EOI;
- (b) such publication is made to any Person who is officially involved with EOI Process or is a retained professional advisor advising EOI Process Authority or Proposer on matters arising out of or in connection with EOI Process;
- (c) it is directed to do so by any statutory authority that has the power under law to require its disclosure;
- (d) such publication is to enforce or assert any right or privilege of the statutory authority or EOI Process Authority or as may be required by law (including under the Right to Information Act, 2005 or amendments thereof); or
- (e) in connection with any legal process.

3.8. Governing law and jurisdiction

- 3.8.1. **Governing law:** EOI Process, this EOI and Proposal shall be governed by, and construed in accordance with, the laws of India.
- 3.8.2. **Exclusive jurisdiction:** The competent courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to or in connection with EOI Process, this EOI and Proposals.

4. Submission of Proposals

4.1. Number of Proposal

- 4.1.1. Each State shall be permitted to submit only one (1) Proposal. A Proposer who submits or participates in more than one (1) Proposal shall cause all Proposals with such Proposer's participation to be disqualified.

4.2. Language of Proposals and Correspondence

- 4.2.1. Proposal prepared by the Proposer and all correspondence and documents related to the EOI exchanged by Proposer and EOI Process Authority shall be in English.

4.3. Proposal Due Date

- 4.3.1. Proposal shall be submitted on or before the date and time specified in EOI Schedule at the address mentioned in Clause 2.6.6.
- 4.3.2. EOI Process Authority may, at its discretion and for any reason, extend Proposal Due Date for all Proposers by issuing an Addendum in accordance with Clause 3.6, in which case all rights and obligations of EOI Process Authority and Proposer shall thereafter be subject to Proposal Due Date as extended.
- 4.3.3. Proposal received by EOI Process Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

4.4. Proposal

- 4.4.1. The Proposal submitted by a Proposer shall comprise the following:

Sl.	Description	Format No.
1.	Covering Letter	Format I (Annexure 6.1.1)
2.	Letter of Authority	Format II (Annexure 6.1.2)
3.	Proposer Details	Format III (Annexure 6.1.3)
4.	Cost of development of the Manufacturing Zone & tentative source of funds	Format IV(a) (Annexure 6.1.4)
5.	Utility Charges	Format IV(b) (Annexure 6.1.5)
6.	Details of Land	Format IV(c) (Annexure 6.1.6)
7.	Policy Incentives given/ proposed by State Government for Manufacturing Zone	Format IV(d) (Annexure 6.1.7)
8.	Connectivity of Manufacturing Zone	Format IV(e) (Annexure 6.1.8)
9.	Undertaking for commitment to provide 24*7 availability of power supply	Format V(a) (Annexure 6.1.9)
10.	Undertaking for single window system for necessary clearances	Format V(b) (Annexure 6.1.10)
11.	Undertaking for full/ partial acceptance of Labour Laws	Format V(c) (Annexure 6.1.11)
12.	Format for industries materialized within fifty (50) Km of proposed Manufacturing Zone in last five (5) years	Format VI (Annexure 6.1.12)
13.	State Authorization Letter (applicable in case the Proposer is a State PSU/ private entity/ CPSU in partnership with State)	Format VII (Annexure 6.1.13)

4.5. Cost and currency of Proposals

- 4.5.1. Proposers shall bear their own costs associated with or relating to the preparation and submission of their EOIs, including copying, postage, delivery charges and expenses associated with any submissions which may be required by EOI Process Authority or any other costs incurred in connection with or relating to their EOIs, including any costs incurred on conducting any due diligence or participating in discussions and attending Pre-EOI Meetings and finalisation and execution of various EOI documents etc. All such

costs and expenses shall be borne by Proposers and EOI Process Authority and their employees and advisors shall not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of EOI Process.

4.5.2. All amounts in the EOI shall be stated in Indian Rupees (INR).

4.6. Signing of Proposal

4.6.1. All pages of the EOI must be printed and physically signed by the Authorized Signatory of Proposer and stamped. If any pages of EOI are not physically signed and stamped by Proposer's Authorized Signatory, then EOI Process Authority may reject such Proposal or require the Authorized Signatory of such Proposer to sign and stamp the pages that were not signed at EOI Process Authority's office.

4.7. Submission of Proposals

4.7.1. Proposers shall submit Proposal in a single closed and sealed cover envelope. The super script to be mentioned in envelope is provided below:

Envelope	"Proposal for Setting up Manufacturing Zone for Power and Renewable Energy Equipment (Pilot Project)" Due for Opening on: To, <div style="text-align: center; padding: 5px;"> Joint Secretary(Thermal), Room No 415, Ministry of Power, Shram Shakti Bhawan, New Delhi —110001 Email: singhp@nic.in Phone: +91-011-23714367 </div> "Name of Proposer:"
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4.7.2. Envelope shall include one (1) original plus one (1) copy, duly signed by the Authorized Signatory of Proposal. The original Proposal shall be clearly marked "ORIGINAL", and the copy is to be clearly marked "COPY OF PROPOSAL". In the event of any discrepancy between the original and the accompanying copy, the original shall prevail. Further, the envelope shall include one copy of their Proposal in electronic form either in a CD or pen drive.

4.7.3. The Proposal shall either be hand delivered or sent by registered post acknowledgement delivery; or speed post; or courier; so as to reach to the address mentioned in Clause 2.6.6 by Proposal Due Date. Proposals submitted by fax, telex or e-mail shall not be entertained and shall be rejected. EOI Process Authority shall not be responsible for any delays, loss or non-receipt of Proposals.

4.7.4. Proposals shall contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the Authorized Signatory of Proposer. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the Authorized Signatory of Proposer.

4.7.5. If the envelope is not sealed and super scribed as instructed in this Clause 4.7, EOI Process Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal and consequent losses, if any, suffered by Proposer.

4.8. Substitution or Withdrawal of Proposals

4.8.1. Proposer may substitute or withdraw its Proposal after submission at any time prior to the specified time on Proposal Due Date. No Proposal shall be substituted or withdrawn by Proposer on or after the specified time on Proposal Due Date.

- 4.8.2. Subject to Clause 4.8.1 above, Proposer may substitute or withdraw the Proposal by submitting a substitution or withdrawal letter or notice to EOI Process Authority to substitute or withdraw the Proposal submitted to EOI Process Authority.
- 4.8.3. The substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 4.7, with the envelope being additionally marked "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 4.8.4. Any alteration or modification in Proposal or additional information supplied after the specified time on Proposal Due Date, unless such additional information has been expressly sought for by EOI Process Authority, shall be disregarded.
- 4.8.5. If EOI Process Authority receives a substitution notice from a Proposer before the specified time on Proposal Due Date, then Proposer shall be allowed to substitute its original Proposal, and the hard copy of the Proposal shall be returned unopened. Provided that in such an event, Proposer shall be required to submit its substituted Proposal prior to the specified time on Proposal Due Date.
- 4.8.6. If EOI Process Authority receives a withdrawal notice before the specified time on Proposal Due Date, then EOI Process Authority shall return the hard copy of Proposal to such Proposer unopened.

5. Evaluation of Proposal

5.1. Determination of Responsiveness and Evaluation of Proposals

- 5.1.1. EOI Process Authority shall examine the Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Proposals are generally in order. If any Proposer is disqualified in accordance with the terms of EOI or if any Proposal is found to be non-responsive, Proposal shall be rejected by EOI Process Authority and not included for further consideration. No request for alteration, modification, substitution or withdrawal shall be entertained by EOI Process Authority in respect of such Proposal(s).
- 5.1.2. EOI Process Authority shall then evaluate and determine whether Proposer who have submitted Proposals satisfy the Eligibility Criteria set out at Clause 3.1 in their Proposal.
- 5.1.3. The Proposal of Proposers, who are meeting the Eligibility Criteria shall be evaluated based upon the following evaluation methodology.

Sl.	Parameter	Maximum Marks
1	Utility charges (rates) as per Proposal submitted by Proposer <i>(Proposer quoting the lowest rate will be awarded full marks and the Proposer quoting highest rate will be awarded zero marks. Others shall be provided marks on pro-rata basis)</i>	20
i.	Power Charges (fixed for first five years and thereafter 3% y-o-y increase)	15
ii.	Water Charges (fixed for first five years and thereafter 3% y-o-y increase)	5
2	Total area of the proposed Manufacturing Zone	20
i.	Land area above 150 acres <i>(Proposer shall get 1 marks for every additional 15 acres of developed land over and above 150 acres minimum stipulated developed land. Eg: for offering 165 acres land - 1 mark; for offering 180 acres of land - 2 marks)</i>	5
ii.	Quoted land price in Indian Rupees per sq. meter* inclusive of the duties levied (Applicable taxes/Stamp duty/ Transfer duty/ Registration fees etc.) OR Quoted land lease rent in Indian Rupees per square meter per month (in INR per square meter per month) to be paid by manufacturing units inclusive of the duties levied (Applicable taxes/Stamp duty/ Registration fees etc.) <i>(Proposer offering minimum lease rent shall be awarded full marks and the Proposer offering the highest shall be awarded zero marks. Others shall be provided marks on pro-rata basis)</i> * For evaluation purpose, in case of outright sale, the equivalent land lease rent for the proposed land rate may be derived on NPV basis considering the lease period of 99 Years and the discount factor shall be as per the rate notified by CERC as applicable for generation projects, applicable on the 7 th day prior to the bid deadline	15