

**PROCUREMENT OF NON-SOLAR RENEWABLE ENERGY (RE) POWER ON MEDIUM-TERM  
BASIS THROUGH TARIFF BASED COMPETITIVE BIDDING PROCESS  
BY**

**Maharashtra Industrial Township Limited (MITL)**

(Shendra Industrial Area and Bidkin Industrial Area)

**INVITATION FOR BIDS**

Tender No. MITL/SBIA/MEDIUM/Non-Solar (RE)/T-10

**Event No. PFC Consulting Limited/Medium/ 2025-26**

Sr. No.	Event Description	Date and Time
1.	Date and time of Start of e-Tender Stage	06.01.2026 at 17:00 hrs
2.	Last date and time for receiving queries on RFQ and RFP	09.01.2026 at 17:00 hrs
3.	Pre-Bid Meeting	12.01.2026 at 14:00 hrs
4.	Utility response to queries latest by	16.01.2026 at 17:00 hrs
5.	Last date and time of submission of Application and Bids (including Section A and Section B) – <b>Bid Due Date</b>	27.01.2026 at 17:00 hrs
6.	Opening of Application	28.01.2026 at 11:00 hrs
7.	Intimation to Qualified Bidders for opening of their Bids	30.01.2026 at 11:00 hrs
8.	Opening of Bids of those Qualified Bidders.	30.01.2026 at 13:00 hrs
9.	Start of e-Reverse Auction	30.01.2026 at 15:00 hrs
10.	Close of e-Reverse Auction	30.01.2026 at 17:00 hrs
11.	L-1 Matching	If needed at the close of e-reverse auction stage. There will be L1 Matching round of 30 Min.
12.	Letter of Award (LOA)	Within validity period
13.	Validity of Bids	120 days from the bid due date
14.	Signing of PPAs*	

*\* The Successful Bidder and the Procurer shall enter into a Power Purchase Agreement (PPA) which will be subject to approval / adoption of the Hon'ble Maharashtra Electricity Regulatory Commission*

<b>Bids to be submitted through</b>	DEEP e-Bidding portal
<b>Office inviting bids &amp; Place of submission of EMD</b>	<p><b>DGM Electrical (PRA)</b>  <b>Maharashtra Industrial Township Limited (MITL)</b>  Udyog Sarthi, MIDC Office, Marol Industrial Area, Andheri (East), Mumbai - 400 093, Maharashtra  Mobile: 9324349517  Email: <a href="mailto:dgmelecpra@auric.city">dgmelecpra@auric.city</a></p>
<b>Pre-Bid Meeting</b>	<p>Date: 12.01.2026  Time: 14:00 hrs</p> <p>1) For online meeting link is as given below (Microsoft Teams).  Meeting Id: 457 275 795 763 55  Passcode: oy3By3G9</p> <p>2) To attend offline:  Venue: Maharashtra Industrial Township Ltd.  Udyog Sarathi, DMIC Cell,  MIDC Office, Mahakali Caves Road,  Andheri (East), Mumbai 400 093  (Utility may decide to have Pre-Bid meeting online)</p>

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## 1. INTRODUCTION AND BACKGROUND

### **Maharashtra Industrial Township ltd (MITL)**

**Maharashtra Industrial Township Limited**, here in after referred to as the “**MITL**”, is a Special Purpose Vehicle (SPV) and a Government Company between Maharashtra Industrial Development Corporation (MIDC) and Delhi-Mumbai Industrial Corridor Development Corporation (DMICDC), an agency of Government of India with 51% and 49 % of total stake in SPV respectively.

MITL was incorporated on 12th December 2014, pursuant to Sub-section 2 of Section 7 of Companies Act 2013 and Rule 8 of Companies (Incorporation) Rules, 2014 having its registered office at Udyog Sarathi, Marol Industrial Area, Andheri (East), Mumbai -400093, Maharashtra, India.

MITL is to develop and manage new integrated township along with development of Electrical Infrastructure for Maharashtra Industrial City (AURIC) consisting two disjoint areas of Shendra Industrial Area (851.61 Hectors) in Maharashtra Taluka and Bidkin Industrial Area (3245.60 Hectors) in Paithan Taluka, of District Aurangabad, Maharashtra and to further arrange supply of Electricity to the Industrial, Commercial and Residential consumers in its Area of supply.

MITL has been notified as ‘Special Planning Authority’ by the Government of Maharashtra (GoM) under the SEZ Act, 2013 vide Notification dated 23 September 2016 for the Notified Area and entrusted it with the planning, development, control, and management of the infrastructure development of the AURIC Industrial Township project.

The Maharashtra Electricity Regulatory Commission (MERC) vide its Order dated 2 August 2022 had granted an exemption under Section 13 of the Electricity Act 2003 from availing distribution license to MITL for its notied area i.e., **Shendra Industrial Area (SIA)** and **Bidkin Industrial Area (BIA)**. MITL SIA commenced its operations as a Distribution Licensee w.e.f. 1 March, 2025, whereas, MITL BIA commenced its operations as a Distribution Licensee w.e.f. 2 July 2025.

**MITL SIA and MITL BIA are jointly referred to “MITL DISCOMs” in this document.**

## 2. E BIDDING FEE

MITL DISCOMs hereby invites interested Bidders to participate in the E-Bidding cum E reverse Auction process for the selection of Successful Bidder(s) for purchase of power to meet its supply obligation through non-solar RE Medium term competitive bidding process.

MITL DISCOMs shall issue Letter of Award (LOA) to the Successful Bidders based on the terms & conditions and provisions of this Bid Documents for purchase of Non-Solar RE power for a period mentioned in this Bid Document. The tariff payable to the Selected Bidders shall be fixed for entire contract period. The bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays, , 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 MITL DISCOMs for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.

All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of Rupees 500 per MW for the total capacity sought by the Utility for which the bidder is willing to bid, to PFCCL. The requisite fee plus applicable taxes shall be deposited through the portal by e-Payment Gateway provided by MSTC Ltd. After the completion of the bidding process, only successful Bidder(s) will have to pay these charges for the quantum allocated to each bidder. The balance amount will be refunded by PFCCL within seven (7) working days without any interest. The fee deposited by non-Selected Bidder(s) will also be refunded by PFCCL within seven (7) working days of completion of the event without any interest.

### 3. QUANTUM OF POWER

Requisition No.	Distribution Licensee	Period & Duration (in Hrs)	Quantum (in MW)*	Minimum Quantum (in MW) **	Delivery Point
1	Shendra Industrial Area (SIA)	1 March, 2026 to 31 March, 2030	10 MW	5 MW	CTU (ISTS) network of Western Region (WR) Periphery and for Intra State generating Station, generator Ex- bus connected with STU

Requisition No.	Distribution Licensee	Period & Duration (in Hrs)	Quantum (in MW)*	Minimum Quantum (in MW)**	Delivery Point
2	Bidkin Industrial Area (BIA)	1 March, 2026 to 31 March, 2030	3 MW	3 MW	CTU (ISTS) network of Western Region (WR) Periphery and for Intra State generating Station, generator Ex- bus connected with STU

#### Note -

1. \* Considering the annual CUF for Non-Solar power project is 25% during the supply.

MITL DISCOMs invites bids through e-tender for the purchase of Non-Solar Renewable Energy (RE) power from March 01, 2026, to March 31, 2030.

Bidders must be capable of supplying Non-Solar RE power to individual Distribution Licensees for

the specified period, from March 01, 2026, to March 31, 2030.

**\*\* The Bidder must quote not less than Minimum Bid Quantity, as mentioned in the table above, from single source of generation. Further, the quantum of power offered by the Bidder shall be firm power for the duration mentioned in the table above.**

The Bidder shall be responsible for operation & maintenance of the Transmission/Distribution network up to the Delivery Point at its own cost and in accordance to the provisions of this Bid document. All approvals, permits and clearances required for operating the Project (including connectivity) and those required from Government and local bodies shall be in the scope of the successful bidder. Bidder/Generator is required to provide estimated monthly Generation along with Bid.

For the purposes of this tender, "Non- Solar Renewable Energy (RE) Power" is defined as the supply of electrical power generated from renewable energy sources. Renewable energy sources include Mini, Micro, Small Hydro, Wind and Biomass (including bagasse) (Excluding Solar), etc.. Power generated from waste-to-energy technologies is explicitly excluded and will not be considered for this tender. Additionally, electrical energy storage systems (ESS) that are charged using non-renewable energy sources will not qualify as RE power.

To ensure clarity:

- 1) **Waste-to-Energy Exclusion:** Power generated from waste-to-energy technologies is explicitly excluded from being classified as RE power in said tender.
- 2) **ESS Charging Source:** ESS must be charged exclusively using renewable energy sources to be considered as part of the RE power supply. If an ESS is charged using any non-renewable energy source, it does not qualify as RE power in said tender.
- 3) **Project Structure Flexibility:** The ESS may be integrated into the project as a component of the primary renewable energy infrastructure or may be associated with a third party through a separate agreement. The Renewable Power Developer (RPD) has the flexibility to arrange for the ESS with a third party for the supply of power, including all other sources of power.

This definition aims to provide clarity and ensure that the Non-Solar RE power considered in the tender strictly adheres to renewable energy standards, with specific exclusions and conditions as outlined.

The tender has been issued for procurement of cumulative Contracted Capacity, where "Contracted Capacity" shall mean the AC capacity in MW contracted with MITL DISCOMs for supply of power by the bidder at the Delivery Point.

MITL DISCOMs shall enter into a contract individually with the successful bidder i.e. SIA and BIA shall enter into a separate agreement respectively.

The bidder shall declare the quantum as mentioned in Annexure -I

**This power will be used by MITL DISCOMs to meet their Renewable Purchase Obligation (RPO) targets; hence, RECs should not be claimed by the seller/generator against the same.**

The confirmation of the Renewable status of the source of power from the appropriate authority should be furnished by the Seller at the time of bid submission.

#### **4. DELIVERY POINT**

The Delivery Point shall be CTU (ISTS) network of Western Region (WR) for Inter State generating station and for Intra state generating station, generator Ex-bus connected to STU.

#### **Metering and Settlement**

##### **For Intra-State Projects:**

Metering shall be at Ex-bus injection at State Transmission Utility (STU) substation where power from the Project is injected into the STU's transmission system.

##### **For Inter-State Projects:**

Energy settlement and the Delivery Point shall be CTU (ISTS) network of Western Region (WR) periphery. Bidders are required to adhere to the following conditions and responsibilities:

- i. **Existing Connectivity:** The connectivity of existing inter/intra-state RE power projects to the grid shall remain unchanged. These projects will continue to operate under their current grid connectivity arrangements.
- ii. **Transmission and Energy Accounting:** The successful bidder will be responsible for the transmission of power up to the Delivery Point, including the establishment and maintenance of energy accounting infrastructure, all at their own cost. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the bidder.
- iii. **Real-Time Data Visibility:** The successful bidder must implement a comprehensive system for Real-Time Data Visibility in compliance with the norms and conditions set forth by the State Load Dispatch Centre (SLDC).
- iv. **Regulatory Compliance:** The successful bidder shall comply with CERC/SERC Regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and is responsible for all liabilities related to Connectivity.
- v. **Technical Standards and Regulations:** The bidder must operate and maintain the Facility in accordance with the technical standards outlined in the Electricity Act, 2003, as well as the relevant Rules, Regulations, Orders, and Policy decisions issued thereunder.
- vi. **SCADA and Communication Facilities:** The bidder must ensure the installation of a Supervisory Control and Data Acquisition (SCADA) system or any other continuous communication facility to transfer data regarding energy generation from the Facility's switchyard to the State Grid's Sub-Station.
- vii. **Special Energy Meter (SEM):** The bidder is required to install a Special Energy Meter (SEM) equipped with telecommunication capabilities and availability-based tariff (ABT) features, in accordance with the Central Electricity Authority (CEA) specifications and relevant MERC/CERC regulations, as well as SLDC/RLDC procedures.

## **5. OPEN ACCESS**

The RE Power Project should be designed for delivery of energy at ISTS/ STU periphery as per applicable Delivery Point in accordance with prevailing CERC/SERC Regulations in this regard. For interconnection with the grid and metering, the bidder shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other Regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA).

Bidder shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and is responsible for all liabilities related to Connectivity.

MITL Discom's are a Maharashtra State pool participant. Thus, Maharashtra State Transmission (InSTS) charges and losses are to the account of MITL Discoms. Therefore, Bidders while quoting the Tariff need not factor Maharashtra State Transmission Charges and Losses.

MITL has applied for GNA, Thus, Inter State Transmission (InSTS) charges and losses (POC drawl), if any, are to the Procurers account.

## **6. SUPPLY FROM ALTERNATE SOURCE:**

If at any time the Seller is unable to supply the Contracted power to the Procurer from the Delivery Point except due to a Force Majeure Event, specified under clause 28 below, the Seller shall source and supply the deficit power from any alternative source to meet its obligations under this Agreement, subject to obtaining all requisite regulatory approvals in connection with same prior to commencement of the delivery of such deficit capacity. However, all such deficit power shall be supplied at the same tariff and charges as provided hereunder and any open access charges and other incidental charges, including but not limited to application fees for open access, RLDC/SLDC charges, etc., applicable from the alternative source of power supply are higher than the applicable Open Access Charges from Delivery Point to Procurer periphery, the Seller would be liable to bear such additional charges. Also, if the power is being supplied through alternate source, any additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of the Seller. The seller shall provide the procurer prior written intimation of any quantities of power supply through alternate source, along with reasons such procurement from such alternate source and the estimated time frame when the supply shall be restored from the source originally designated by the seller. Failure to do so of such arrangement shall not be considered as force majeure during the contract period.

## **7. QUALIFICATION CRITERIA**

The qualifying requirements for a Bidder to bid for this tender are as follows:

- i. All Firm / Round The Clock (RTC) Renewable Energy Generators (Excluding Solar) / State Utilities / Captive Power Plants (CPPs) / Distribution Licensees / State Electricity Boards / Traders are qualified to participate in the bidding process.
- ii. The Bidder should quote Bid Quantity, as mentioned in table above, as per stated sources of power for requisition period.

- iii. Bidder may quote different sources of Generation for stated requisition period.
- iv. If Bidder being an electricity trading licensee, then the trader(s) should submit a valid license from CERC/SERC for Inter-state /Intra-state trading of electricity. The trader shall also attach a photocopy of the same along with the Bid.

## 8. TARIFF STRUCTURE

- 8.1. All applicable charges and losses as per applicable regulation up to delivery point shall be borne by Seller and beyond the delivery point shall be borne by Procurer.
- 8.2. The Bidder shall quote the single tariff at the Delivery Point up to three (3) decimals, which shall include Capacity Charge, Energy Charge, Trading Margin (in case of Bidder being a Trader); All taxes & duties, cess, etc., imposed by Central Govt. / State Govt. / Local bodies; All applicable transmission charges and losses; Discoms Wheeling charge & losses; Banking Charges; Scheduling and Rescheduling charges; Open access application fee including RLDC/ SLDC Consent/Application fee and any other open access charges up to Delivery Point. The SLDC /RLDC registration fees shall be to the account of Seller.
- 8.3. Tariffs shall be designated in Indian Rupees only. The Delivery Point shall be as mentioned above.
- 8.4. Transmission Charges and losses up to delivery point (including the delivery point), if any, shall be borne by the seller and the same beyond the delivery point shall be borne by the procurer.
- 8.5. The Tariff shall not change in case if any tax/ duty/ levy / cess become applicable after the submission of bid or there is any change in transmission charges, losses, Wheeling Charges, and losses applicable to the seller after submission of bid.
- 8.6. In case Bidder being trader, should ensure that trading margin charged should be as per norm of appropriate regulatory commission.
- 8.7. Bidder is required to submit undertaking stating that RE power is supplying along with Renewable Attributes and Bidder shall not claim any Renewable Energy Certificate (REC) towards supplied energy under this Bid.
- 8.8. In case due to any reason if the Power with Renewable Attributes supplied by Bidder under this Bid does not fulfil the criteria of Renewable power as certified by concerned State Development Agency / SERC / Discom then the financial implication for non-fulfilling of REC, limited to contractual quantity, shall be in Sellers account i.e. cost of RECs required to be bought by Buyer (equivalent quantities as per contract) and open access power (since the renewable power supplied by Seller through open access, if not certified as renewable, Seller shall pay penalty at the exchange rate discovered for that particular period at Rs./kWh per unit for the total supplied energy without Renewable attributes. MITL DISCOMs shall raise supplementary Bill or adjust the liability of seller from any payment due to bidder.
- 8.9. Bidder shall supply the power through stated sources as per Annexure I and in case of

change in source due to unforeseen circumstances, additional charges, and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of Bidder. In case of change of source, seller/bidder should take consent of MITL DISCOMs.

- 8.10. There shall be no escalation in the event of 'Change in Law' during the Contract Period.
- 8.11. For avoidance of doubt, ISTS charges and losses up to the ISTS interface, RLDC Operating charges, RLDC application fees, Intra-State Open Access Charges, Inter-State Transmission Charges and losses, any charges due to change in law, and any other applicable charges not mentioned but if applicable are on Bidder's account. If the power is being supplied on Day-Ahead Open Access, the additional charges, losses, application fees shall be on the Bidder(s) account.

## 9. BIDDING PROCESS

- 9.1. MITL has issued an RfP for procurement of Non-solar RE Power on Medium term basis for **SIA and BIA DISCOMs** and the RfP has been uploaded on the **DEEP e-Bidding portal**.

## 10. EARNEST MONEY DEPOSIT (EMD)/ BANK GUARANTEE (BG)

- 10.1 The Bidders are required to submit EMD for the maximum capacity, which they wish to offer (in single bid or sum total of multiple bids) @ Rs. 30,000/- per MW per month on Round-the-Clock 'RTC' (30 days, 24 hours) basis, in the form of Bank Guarantee /e-Bank Guarantee issued by any Nationalized/Scheduled Bank or Electronically Transfer through payment gateway provided by MSTC Ltd. in the portal, if available / Demand Draft issued by the Nationalized or Scheduled Bank.
- 10.2 Bidders submitting EMD in the form of Bank Guarantee shall strictly adhere with the format as specified in the Annexure-II of this document, as specified by MITL. Bidder submitted BG with the deviations from the standard format are liable to get rejected.
- 10.3 The original EMD needs to be submitted in hard copy before the opening of the Non-Financial Technical Bid.
- 10.4 The EMD shall be forfeited:
  - A. If Bidder withdraws bid during Bid Validity Period except as provided in the Guidelines.
  - B. For non-submission of Contract Performance Guarantee as specified in this RfP document, by Successful Bidder(s).

The EMD shall be refunded to the unsuccessful Bidders within 15 days of expiry of Bid validity period.

- 10.5 The EMD of the Successful Bidder(s) shall be refunded after furnishing the Contract Performance Guarantee (CPG).  
No interest shall be provided on the Earnest Money Deposit.

Illustration: EMD amount calculation for 10 MW Bid Quantum

SL No.	MW	No. of months	Amount per MW	Amount in Rs.*
1	10	49	30,000	36,75,000

\*For computation of EMD amount, CUF considered for Non-Solar RE Power is 25%.

Due to above considered CUF, the MW is reduced for EMD calculation amount

## 11. BID SUBMISSION

11.1 The Bidders shall submit their bids online, through **DEEP** e-bidding portal.

### A. Non-Financial Bid

- ❖ Acceptance to terms and conditions of Bid document (Annexure-III)
- ❖ Bid Security (EMD) in the form of Bank Guarantee / e Bank Guarantee issued by any Nationalized/Scheduled Bank. EMD can be deposited through RTGS/NEFT to account of MITL.
- ❖ Sources from which bidder to supply power shall be mentioned.
- ❖ In case Bidder is Trader, scanned copy of valid Trading license from Appropriate Commission should also be provided.
- ❖ Copy of the LOA / LOI /PPA/MOU received from the Developer /Generator (in case of trader).
- ❖ Board resolution/Authorization for signing the bid document.
- ❖ The bidder shall submit the Commissioning Certificate issued by appropriate authority (SNA/DISCOMs) at the time of submission of bid.

### B. Financial Bid

The Bidder shall specify their Initial Price Offer (IPO) at the Delivery Point and shall submit the same in its Financial Bid as prescribed in Annexure-V of this bid. Bidders shall be required to submit a separate non-Financial Technical Bid and Financial Bids i.e., Initial Price Offer (IPO) as per above mentioned timelines.

11.2 Tenders are to be submitted online through the DEEP e-Bidding portal. All the documents uploaded by the MITL form an integral part of the contract. Bidders are required to upload all the documents as asked for in the RfP, through the above website within the stipulated date and time as given in the RfP. The Bidder shall carefully go through the RfP and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

11.3 The documents uploaded shall be digitally signed using the Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the RfP and upload the latest documents as part of the Bid.

11.4 The process of e-Bidding shall be conducted online, in accordance with the provisions laid herein. Each e-Bidding event shall comprise two parts, i.e., e-Tender and e- Reverse Auction. To participate in the event, each Bidder will have to specify the source(s) of power

for that bid. Each bid will have only one price accompanied by total quantum of power, even if the Bidder intends to supply minimum threshold quantum acceptable to the Bidder. Each of the bid will have to be signed by the Digital Signature of the Bidder.

11.5 Bidders shall be required to submit separate non-financial Technical Bid and Financial Bids, i.e., Initial Price Offer (IPO) through e-Bidding portal. The Bidder will have the option to indicate their minimum threshold quantity and the same would be considered for allocation of power to the Bidder(s). The non-financial Bids shall contain the acceptance of general terms and conditions without any deviation and information about the sources from which the Bidder shall supply the power. Bidders shall also be required to furnish necessary EMD/Bank Guarantee along with the Bids. The Bidders can revise their IPOs before due date and time of submission of RfP. Bidders submitting EMD in the form of Bank Guarantee shall strictly adhere with the format as specified in the Annexure-II of this document. Bidder submitted BG with the deviations from the standard format are liable to get rejected.

11.6 The IPO shall be strictly as per the format prescribed in the RfP and shall be unconditional. The conditional price bid shall be summarily rejected.

## **12. VALIDITY OF TENDER AND OFFER**

12.1 The Bid Offer against this Tender should remain valid for a period of Twenty (20) days from the date of start of e-Reverse Auction. In case more time is required for regulatory approval beyond the initial validity of Twenty (20) days, Procurer shall seek validity extension from the bidders. In such case, bidders may have the option of extending their bid beyond the original validity period.

## **13. CONDITIONAL AND INCOMPLETE TENDER**

13.1 Conditional and incomplete tenders are liable for rejection.

## **14. OPENING AND EVALUATION OF BID**

14.1 To ensure competitiveness, the minimum number of Bidders should be at least two. If the number of Bidders responding to the RfP is less than two, and Procurer still wants to continue with the selection process, the selection of that single Bidder may be done with the consent of the Appropriate Commission.

14.2 MITL on behalf of SIA/ BIA Discoms shall constitute a Standing Committee for evaluation of the Bids.

14.3 Technical proposals will be opened by MITL Discoms or authorized representative electronically from the website stated above, using their Digital Signature Certificate.

14.4 Technical proposals for those tender whose original copies of DD/BC/BG towards EMD and who have deposited the E-Bidding Fee have been received will only be opened. Proposals corresponding to which original copy of DD/BC/BG towards tender fee and EMD has not been received, will not be opened, and will stand rejected.

14.5 Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.

- 14.6 MITL Discoms or its authorized representative can seek clarifications/documents required in connection with technical bid. After acceptance of the non-financial Technical Bids, the Initial Price offer (IPO) shall be opened as per the procedures specified in the Bid document.
- 14.7 The IPO shall be strictly as per the format prescribed in the RfP and shall be unconditional. The conditional price bid shall be summarily rejected.
- 14.8 In the event, if two or more Bidders quote the same amount of Tariff during IPO and e-Reverse Auction stage, the time of submission of bid will be the deciding factor for their ranking.
- 14.9 In order to ensure at par evaluation of all the bidders and to ascertain the Lowest (L1) bidder, bids shall be evaluated at Maharashtra STU Periphery. Accordingly, in case of applicable bidder, following shall be considered a) Inter-State Transmission Charges of 51 paise/kWh (as per NLDC notification dated 25.12.2025 for billing month of January -2026) and b) Inter-State Transmission Losses @4.93% (as Notified by Grid Controller of India Ltd., NLDC dated. 27.12.2025 for 29.12.2025 to 04.01.2026). However, in case of applicability of any waiver of transmission charges/ losses for the use of ISTS, concerned bidder shall disclose details of the same along with supporting documents.

## **15. ELIMINATION OF BIDDERS**

The elimination of the Bidders shall be done by the following method:

- 15.1 After the opening of Initial Price Offers, the system will rank the Bidders according to their price bids. The Bidder with the highest price bid in IPO stage will be called the H1 Bidder. The system will then analyse all the quantities offered by the Bidders in the IPO stage.
- 15.2 If the total quoted quantity is greater than twice the Requisitioned Quantity, the Highest Bidder (H1) will be eliminated provided that the total quoted quantity after elimination is not less than or equal to twice the Requisitioned Quantity.

## **16. E - REVERSE AUCTION (e-RA)**

The shortlisted Bidders after elimination will be intimated individually by system generated emails only.

- 16.1 The Reverse auction should start within 120 minutes of opening of Initial Price Offers and shall continue for a period of next 120 minutes without any extension (automatic or otherwise).
- 16.2 During the Reverse Auction, the Bidders will have the option of reducing the tariff quoted by them in decrements of one paisa or multiples thereof and to increase the quantum quoted by them by 1 MW or multiples thereof. During the Reverse Auction, the prevailing Lowest Tariff would be visible to all the Bidders.
- 16.3 Provided that during the last 10 (ten) minutes before the scheduled close time of e-Reverse auction, if a price bid is received which is lower than the lowest prevailing price bid recorded in the system during e-Reverse auction, the close time of e-Reverse auction will

be automatically extended by 10 (ten) minutes from the time of the last price bid received. This process of auto extension will continue till there is a period of 10 (ten) minutes during which no price bid is received, which is lower than the prevailing lowest price bid.

16.4 The Bidders will have the option to increase the quantum of power up to corresponding to the value of EMD submitted along with IPO but decrease the Tariff during the e-Reverse Auction process.

## **17. ISSUANCE OF LETTER OF AWARD (LOA)**

17.1 The Bidder after the e-RA process will be ranked in accordance with the tariff offered in ascending order. The list would also include the name, quantum offered, and tariff quoted by those qualified Bidder(s) who have not changed the quantum of power and tariff from IPO stage to e-RA stage. The Bidder, in order of their rankings, offering the quantum of power up to the requisitioned capacity would be the Successful Bidder.

17.2 MITL Discoms shall individually procure power from the Successful Bidder in the order of their rankings decided based on tariff quoted by them for the entire Requisitioned Capacity.

17.3 The Procurers shall have the right to issue Letter of Award (LoA) to the Successful Bidder(s) [Selected Bidder(s)] in the same order to fulfil their requirement, which can be lower than the Requisitioned Capacity but not less than the quantum of Lowest Bidder. In the event Procurer rejects or annuls all the Bids, it may go for fresh Bids hereunder. In case MITL Discoms fail to issue the LoA within a period of 15 days from the close of e-Reverse Auction, the Successful Bidder(s) shall have the option to exit without forfeiting the EMD.

17.4 In case the Selected Bidder(s) is allocated a quantity of power less than the minimum threshold quantum mentioned by it, it shall have the option to exit without forfeiting the EMD.

17.5 In case the LOA is issued but Selected Bidder(s) is/are not in a position to fulfil the requirement, being selected in another bidding process, the EMD/CPG shall be forfeited as the case may be.

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by MITL Discoms to the Selected Bidder(s) and the Selected Bidder(s) shall, 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(s) is not received by the stipulated date, MITL Discoms may, unless it consents for extension of time for submission thereof, forfeit the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOA.

## **18. CONTRACT AWARD AND CONCLUSION**

18.1 After acknowledgement of the LOA by the Selected Bidder(s), MITL Discoms shall cause the Selected Bidder(s) to execute the PPA subsequently generally within 10 days after LOA in acknowledgement by the bidder. The Selected Bidder(s) shall not be entitled to seek any deviation, modification, or amendment in the PPA. MITL Discoms would appropriate the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to execute the PPA. In case MITL Discoms fail to sign the PPA within the period

prescribed above, the Selected Bidder(s) shall have the option to exit without forfeiting the EMD/CPG as the case may be.

18.2 PPA will be signed with issue of LoA with the selected Bidders subsequently within 5 days after LOA in acknowledgement by the bidder.

## **19. RIGHT TO ACCEPT / REJECT THE BID:**

19.1 Lowest valid rate of the tender cum reverse auction price should normally be accepted. MITL Discoms reserves the right to reject any or all bids or to accept any bid, at their sole discretion, without assigning any reasons whatsoever thereof and without any liability.

## **20. CONTRACT PERFORMANCE GUARANTEE (CPG)**

20.1 The Successful Bidder(s) shall furnish CPG within 7 days from the date of selection of Successful Bidder(s) for an amount calculated at Rs. 2 Lakh per MW per month (30 days, 24 hours) of contract period or part thereof. The CPG for the procurement of power shall be calculated on pro-rata basis as per the example mentioned below.

20.2 The CPG shall be in the form of BG issued by any Nationalized/Scheduled Bank and valid for the period of Contract with a claim period of 1 month after the expiry of contract period.

20.3 In the event, the CPG is not furnished within the stipulated date, the EMD submitted against the Notification shall be forfeited.

20.4 The CPG provided by the Successful Bidder(s) shall be forfeited for non-performing the contractual obligations. The CPG should be released within 30 days after completion of Contract Period.

Illustration of CPG for 10 MW:

MW	No. of months	Amount per MW	Amount in Rs.*
10	49	2,00,000	2,45,00,000

\*For computation of CPG amount, CUF considered for Non-Solar RE Power is 25%.

Due to above considered CUF, the MW is reduced for CPG calculation amount

Successful Bidders submitting CPG in the form of Bank Guarantee shall strictly adhere with the format as specified in the Annexure-VII of this document.

## **21. POWER PURCHASE AGREEMENT (PPA)**

21.1 Bidder and procurer shall enter into the Power Purchase Agreement (PPA) as per Annexure VI of this document, subject to approval/adoption of the Hon'ble Maharashtra Electricity Regulatory Commission.

## **22. BILLING**

22.1 The Seller to raise bill(s) on a monthly basis. The Seller will raise Monthly bill (based on the monthly approval notified/received from Western Regional Load Despatch Centre

(“WRLDC”) / State Load Despatch Centre (“SLDC”), to the Procurer for the schedule at Delivery Point during a calendar month, along with complete details of the power delivered at the Delivery Point and /or other documents, as may be required for bill verification.

- 22.2 The bill should be submitted in Soft Copy/Hard copy and the date of receipt of the Soft Copy/Hard Copy will be excluded for the purposes of calculation of Rebate and Due Date of payment of Bill.
- 22.3 The provisional bills shall be subjected to final adjustment at the end of the month on the basis of final REA issued by concerned Regional Power Committee (RPC)/MSLDC.
- 22.4 The bills for liquidated Damages for the month shall be raised only after end of that month.

### **23. PAYMENT**

- 23.1 MITL Discoms shall make payment to the Selected Bidder(s) account through RTGS within 30 (thirty) working days from the date of submission of the energy bills by hard copy/soft copy by mail to [dgmelecpra@auric.city](mailto:dgmelecpra@auric.city). In the event of the due date of payment being a Bank Holiday or holiday at MITL, the next working day shall be considered as the due date of payment. In case of timely payment by MITL Discoms, adjustment for the admissible rebate shall be made while making the payment against the energy bills.
- 23.2 The Procurer(s) shall be required to provide revolving Letter of Credit (LC) equivalent to 100% of the 30 days energy corresponding to Contracted Capacity at the tariff indicated in PPA. LC shall be opened prior to commencement of supply of power. MITL may substitute the letter of credit by an unconditional and irrevocable Bank Guarantee of the same amount, i.e., equivalent to 100% of the 30 days energy corresponding to Contracted Capacity at the tariff indicated in PPA.
- 23.3 Bills shall be raised individually with the following details:

#### **DGM Electrical (PRA)**

#### **Maharashtra Industrial Township Limited (MITL)**

Udyog Sarthi, MIDC Office, Marol Industrial Area, Andheri (East), Mumbai - 400 093, Maharashtra, Mobile: 9324349517, Email: [dgmelecpra@auric.city](mailto:dgmelecpra@auric.city)

### **24. REBATE ON PAYMENT**

- 24.1 A rebate @ 2 % shall be applicable on payment of Energy bill within 10 (Ten) working days from the next working day of the date of receipt of the hard copy/soft copy (through email) of the bill and at the rate of 1 % when payment is being done within 15 working days from the next working day of receipt of hard copy/soft copy (through email) of the bill as per clause 22.

### **25. LATE PAYMENT SURCHARGE**

- 25.1 A late payment surcharge shall be applicable @ 12 % per annum on all the energy payment remaining outstanding for a period beyond 30 working days from the date of receipt of bill. The surcharge shall be calculated on day-to-day basis.

## **26. PAYMENTS OF LIQUIDATED DAMAGES FOR FAILURE TO SUPPLY THE INSTRUCTED CAPACITY**

- 26.1 Both the parties would ensure that actual scheduling will not deviate by more than 15% of the contracted power as per the approved open access on monthly basis.
- 26.2 In case deviation from Procurer side in scheduled energy is more than 15% of the contracted power for which open access has been allocated on monthly energy basis, Procurer shall pay compensation at 20% of Tariff per kWh for the quantum in excess of permitted deviation.
- 26.3 In case deviation from Bidder side in scheduled energy is more than 15% of the contracted power for which open access has been allocated on monthly energy basis, Bidder shall pay compensation to Procurer at 20% of Tariff per kWh for the quantum in excess of permitted deviation.

## **27. CONSEQUENCE ON SALE OF CONTRACTED POWER TO THIRD PARTY WITHOUT CONSENT OF THE PROCURER**

- 27.1 In case the Seller fails to offer contracted power as per the Agreement to the Procurer and sells this power without Procurer's consent to any other party, the Procurer shall be entitled to claim damages from the Seller for an amount equal to the higher of:
  - a. Twice the Tariff as per PPA for the corresponding contracted power; and
  - b. the entire sale revenue accrued from Third Parties on account of sale of this contracted power.

In addition, on a complaint to this effect by the Procurer to the concerned Load dispatch centre, the Seller shall be debarred from participating in power exchanges and also from scheduling of this power in any Short term/Medium term/Long term contracts from that generating stations for a period of three months from the establishment of default, in the compliant. The period of debarment shall increase to six months for second default and shall be one year for each successive default.

## **28. FORCE MAJEURE**

- 28.1 A force Majeure event (Force Majeure Event) shall mean the occurrence of any of the following events:
  - a. Any restriction imposed by RLDC/SLDC in scheduling of power due to break down of Transmission /Grid constraint shall be treated as "Force Majeure" without any liability on either side.
  - b. Any events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lightning, flood, cyclone, earthquake, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system.
  - c. The contracted power will be treated as deemed reduced for the period of transmission constraint. The non/part availability of transmission corridor should be certified by the concerned RLDC/SLDC.
  - d. Procurer would return the CPG in case of non-availability of transmission corridor during the contract period.

- e. The Contracted Capacity will be treated as deemed reduced for the period of transmission constraints. The non/part availability of transmission corridor should be certified by concerned RLDC/SLDC.
- f. It is hereby clarified and confirmed that any request by the Seller for reduction of supply of the Contracted Capacity owing to machine breakdowns or unforeseen conditions of generating companies shall under no circumstances be treated as a Force Majeure event.
- g. The party whose obligations are affected by any Force Majeure event shall promptly notify the other party in writing with full particulars of such Force Majeure event, including the date of first occurrence, and keep the other party informed of any further developments as the earliest. The affected party shall use all its efforts to mitigate or limit the effect of such event of Force Majeure and arrange and assist the other party in restoration/continuance of performance of the affected party's obligations through any alternate sources, if required, at the earliest.

28.2 Nothing stated herein shall affect those obligations and duties of the party claiming delay in performance due to any Force Majeure Event, which obligations and duties are not affected by any Force Majeure condition and the affected party shall continue to perform such non-affected obligations in a timely fashion and any delays in performance of such non-affected obligations shall constitute material breach of the terms of this Agreement.

28.3 Should any performance of the obligations of the party claiming Force Majeure be prevented, restricted, delayed or interfered with due to any of the events mentioned hereunder, for a continuous period of 2 (two) days then the other party hereto may at its discretion terminate this Agreement without any liability for breach thereof and its own discretion, engage any third party to provide the Contracted Capacity during the pendency of the Force Majeure Event.

## **29. COMMUNICATION**

29.1 All parties shall rely on written communication only.

29.2 The Bid submitted by the Bidder and all correspondence and documents relating to the bid shall be written in English Language.

29.3 MITL Discoms reserves the right to ask for the additional information from the Bidder through e-mail/fax only. The e-mail id dgmelecpra@auric.city will be used.

## **30. GOVERNING LAW**

30.1 All matters arising out of or in conjunction with the Bid Document and/or the bidding process shall be governed by and construed in accordance with Indian law and the Courts in the State in which MITL Discoms has its headquarters shall have exclusive jurisdiction.

## **31. DISCLAIMER**

31.1 Neither MITL Discoms nor their employees shall be liable to any Bidder or any other person under any law including the law of contract, tort, the principles of restitution or unjust

enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with the bid, or any other information supplied by or on behalf of MITL Discoms or its employees. For the avoidance of doubt, it is expressly clarified that this Bid Document is an offer to bid and is subject to the award of LoA / PPA by MITL Discoms individually and acceptance of the LoA / PPA by the selected Bidder will be construed as acceptance of terms and Condition.

## **32. DISPUTE RESOLUTION**

- 32.1 All differences or disputes between the parties arising out of or in connection with this matter shall be settled through the statutory provisions under the Electricity Act, 2003. Where any dispute arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the Appropriate Commission.
- 32.2 All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996.
- 32.3 Notwithstanding any legal dispute, disagreement or difference, the parties here to, shall continue to perform the respective obligations under power purchase agreement.

### 33. FORMAT OF COVERING LETTER

(The covering letter should be on letter head of bidding company/lead member of the bidding consortium)

Date: \_\_\_\_\_

From (Insert Name and Address of Bidding Company)

Tel.#: \_\_\_\_\_

Fax#: \_\_\_\_\_

Email address: \_\_\_\_\_

To,

(Insert Name and Address of the MITL)

Sub: Bid for Purchase of power by MITL Discom on Medium Term Basis i.e., for the period from \_\_\_\_\_ to \_\_\_\_\_ through e-Tendering process in response to Bid Document dated \_\_\_\_\_.

Dear Sir,

We, the undersigned, \_\_\_\_\_ (insert name of the bidder) having read, examined, and understood in detail the Bid Documents for Purchase of Non-Solar RE – Power by MITL Discom on Medium term basis i.e., for the period from \_\_\_\_\_ to \_\_\_\_\_ through E-tendering process here by submitting our bid.

1. We are submitting Bid for the supply of Non-Solar RE power with Renewable Attributes.
2. We give unconditional acceptance to the Bid Document, dated \_\_\_\_\_ (insert date) attached thereto, issued by the MITL Discom Authorized Representative, amended. In token of our acceptance to the Bid documents, the same have been initiated by us and enclosed to the bid. We shall ensure provisions of the Bid Document shall be binding on us.
3. EMD  
We have enclosed the EMD of \_\_\_\_\_ (insert amount), in the form of Demand Draft dated \_\_\_\_\_ drawn on \_\_\_\_\_ (insert name of Bank) and payable at The offered quantum of power by us is \_\_\_\_\_ MW (insert total capacity offered).
4. We have submitted our financial bid strictly as per Bid Documents without any deviations, conditions and without mentioning any assumptions or notes for the financial bid in the said format.
5. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by the MITL Discom/Authorized representatives in respect of any matter regarding or arising out of the Bid shall be binding on us. We hereby expressly waive any and all claim in respect of Bid process.

6. 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.

7. Contact Person:

Details of contact person are furnished as under:

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No: \_\_\_\_\_  
Fax Nos: \_\_\_\_\_  
Email Address: \_\_\_\_\_

8. It is confirmed that our bid is consistent with all the requirements of submissions as stated in the Bid Document & subsequent communications from MITL Discom / Authorized representative.
9. The information submitted in our bid is complete, strictly as per the requirement stipulated in the Bid Document 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. We confirm that all the terms and conditions of our bid are valid for acceptance for a period of \_\_\_\_\_ days from the bid deadline.
11. We confirm that we have not taken any deviations so as to be deemed nonresponsive with respect to the provisions of this Bid Document.
12. We understand that this Bid document may be withdrawn or cancelled by MITL Discoms at any time without assigning any reasons thereof. We understand that MITL Discoms further reserves the right, at its sole discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Thanking you,  
Your faithfully,

(Name, Designation and Signature of Authorized Person in whose name Power of Attorney/Board Resolution is issued by the Bidder)

#### **34. BIDDER'S COMPANY DATA**

1.	Name of the Bidder	
2.	Address for Correspondence	
3.	Phone No.	
4.	Name of the Authorised Person	
5.	Email Address	
6.	Mobile No.	
7.	Inter/Intra State Trading License (Copy to be enclosed) <ul style="list-style-type: none"> <li>• Category of License</li> <li>• Validity</li> <li>• PPA/LOI/equivalent arrangement/ authorization from the generator</li> <li>• Quantum for which bidder applied for (in MW &amp; MUs)</li> </ul>	
8.	Complete details of any suit pending against/filed by Bidder in CERC. SERCs, Courts.	
9.	Arbitrator related with trading of Energy and details of penalties imposed in earlier decisions.	
10.	Board Resolution/ Authorisation for signatory (enclosed)	
11.	Other Information (if any)	
12	Stamp & Signature of Authorised Representative	

**Annexure I**

**Details of Source of Power:**

Generator Name	Capacity (MW)	Period of Supply	Region	State

Sign and Stamp of Authorized Signatory

### 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)

In consideration of the \_\_\_\_\_(Insert name of the Bidder) (the “**Bidder**”) submitting the Bid inter alia offering supply of power during the period \_\_\_\_\_(insert period) on Medium term basis, in response to the Request for Proposal (“**RFP**”) issued by MITL Discom vide Bid specification No:

\_\_\_\_\_date:\_\_\_\_\_ and the Bidder, being a bidder, is required to deposit EMD of the sum specified in the RFP by a nationalized/scheduled bank and as per the terms of RFP, the \_\_\_\_\_(insert name of bank) (this “**Bank**”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby, as primary obligor, agree unequivocally, irrevocably and unconditionally to pay [Name of the Licensee] (hereinafter referred to as “**Procurer**”) at Mumbai forthwith on demand in writing from MITL Discom or any other Officer authorized by [Name of the Licensee] in this behalf, any amount up to and not exceeding Rs. \_\_\_\_\_(Rupees \_\_\_\_\_), for and on behalf of the Bidder.

The guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_(insert 30th day from the date of opening of bids) and shall not be terminated by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

The Bank hereby agrees and acknowledge that the Procurer shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. This guarantee will be invoked in the account of [Name of the licensee] as under:

Name of Account Holder	Maharashtra Industrial Township Limited
Bank Name	Satae Bank of India
Branch Name	MIDC Andheri(E), Mumbai
IFS Code	SBIN0007074
Account No.	43868272311
PAN No.	AANCA0901G

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

This Bank shall make payment to the Procurer hereunder on first demand without restriction or conditions or demur or protest, conditions, grounds, or reasons for such demand for the sum specified therein and notwithstanding any contestations, claims, demands, objection or disputes raised by the Bidder or any other person. This Bank shall not require the Procurer to justify the invocation of this Bank Guarantee, nor shall this Bank have any recourse against the Procurer in respect of any payment made hereunder.

The Bank hereby waive the necessity of the Procurer demanding the said amount from the Bidder before presenting the Bank with the demand.

Any payment made to the Procurer hereunder shall be made free and clear of, and without deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions, or withholdings of any nature whatsoever and whomsoever imposed.

This 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 this Bank in the manner provided herein.

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

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

We hereby waive notice of acceptance of this Bank Guarantee and notice of any liability to which it may apply. Except with respect to the written demand for payment referred to above, we waive presentment, demand of payment, protest, notices of any kind and any right to require that resort be made to the Bidder or any other security.

This Bank acknowledges that this Bank Guarantee is not personal to the Procurer and may be assigned, in whole or in part, (whether absolutely or by way of security) by Procurer to any entity to whom the Procurer is entitled to assign its rights and obligations.

Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_), and it shall remain in force until\_\_( insert 30th day from the date of opening of bids) with an additional claim period of one month thereafter, provided that any claim or liability arising prior to the date thereof shall not be adversely affected in any way, however, such limitation of liability shall not apply in respect of any and all costs, charges and expenses that may be incurred by the Procurer in enforcing this Bank Guarantee and any losses or damages that may be suffered by the Procurer due to any delayed payment, non-payment or inadequate payment by us.

For the avoidance of doubts, we hereby acknowledge and declare, that all costs and charges in relation to the provision of this Bank Guarantee by us shall be borne by the Bidder alone.

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Procurer serves upon us a written claim or demand and we undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Procurer in writing. Furthermore, we agree that our obligations under this Bank Guarantee are irrevocable, absolute

and unconditional and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever, including, and without limitation to any other act, omission, event or circumstance which would or may but for this provision operate to prejudice, affect or discharge this Bank Guarantee or our obligations hereunder.

This Bank Guarantee shall be interpreted in accordance with the laws in India. Further, we confirm that this Bank Guarantee is subject to exclusive jurisdiction of courts at Mumbai only. Terms used in this Bank Guarantee but not defined herein shall have the meaning ascribed to such term in the RFP.

This Bank Guarantee shall be valid up to \_\_\_\_\_ (insert 30th day from the date of opening of bids) with an additional claim period of one month thereafter.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Power of Attorney No: \_\_\_\_\_

For

\_\_\_\_\_ (Insert name of Bank)

Banker's Stamp and full Address.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

### **Annexure-III**

(To be given on the official letter head of the Bidder)

#### **Acceptance of terms and Conditions of Bid Document**

(To be signed by the authorized person of the bidder)

We/I have carefully gone through the Bid Document and satisfied ourselves/myself and hereby confirm that our/my offer strictly conforms to the requirements of the Bid Document and all the terms and conditions are acceptable to us.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Status: \_\_\_\_\_

Whether Authorized: Yes/No

**Power of Attorney/Board Resolution of  
Bidding Company Authorizing the signatory  
to sign the bid Name & Seal of Bidding  
Company**

**Annexure IV**  
**GENERATION DATA**

<b>Past Actual Monthly Generation:</b>		<b>Estimated Monthly Generation:</b>	
<b>Month</b>	<b>Energy (kWh)</b>	<b>Month</b>	<b>Energy (kWh)</b>
Jan-25		Jan-26	
Feb-25		Feb-26	
Mar-25		Mar-26	
Apr-25		Apr-26	
May-25		May-26	
Jun-25		Jun-26	
Jul-25		Jul-26	
Aug-25		Aug-26	
Sep-25		Sep-26	
Oct-25		Oct-26	
Nov-25		Nov-26	
Dec-25		Dec-26	
<b>Total</b>		<b>Total</b>	

Estimated Monthly Generation:		Estimated Monthly Generation:		Estimated Monthly Generation:		Estimated Monthly Generation:	
Month	Energy (kWh)						
Jan-27		Jan-28		Jan-29		Jan-30	
Feb-27		Feb-28		Feb-29		Feb-30	
Mar-27		Mar-28		Mar-29		Mar-30	
Apr-27		Apr-28		Apr-29		Apr-30	
May-27		May-28		May-29		May-30	
Jun-27		Jun-28		Jun-29		Jun-30	
Jul-27		Jul-28		Jul-29			
Aug-27		Aug-28		Aug-29			
Sep-27		Sep-28		Sep-29			
Oct-27		Oct-28		Oct-29			
Nov-27		Nov-28		Nov-29			
Dec-27		Dec-28		Dec-29			
<b>Total</b>		<b>Total</b>		<b>Total</b>		<b>Total</b>	

### Authorized Signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_ Date: \_\_\_\_\_

Seal: \_\_\_\_\_

### **Format for Affidavit**

(To be on Non-Judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

- I. I/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/formation of cartel.
- II. We further confirm that we have neither offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Bid.
- III. In case of any default by our Company or any of its authorized representatives, MITL have full right to recover the amount paid and damages as deemed fit as per terms of the PPA signed/ proposed to be signed with individual.

Deponent

### **Verification**

Verified that the contents stated above in this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Place:

Date:

Deponent

Name of the Bidder

**Financial Bid**

1. We/I have carefully gone through the Bid Document and satisfied ourselves/myself and hereby confirm that our offer strictly confirms to the requirements of the Bid Document and accept all the terms and conditions.
2. We are submitting our Price Bid for Non-Solar RE –Power in the DEEP E-Portal.

**Seal and Signature of Bidder:**

<b>Signature of the Bidder:</b>	
<b>Full name &amp; designation:</b>	
<b>Name of the Company:</b>	
<b>Date:</b>	

**Undertaking for Renewable Attributes**

We, \_\_\_\_\_, on behalf of our generator \_\_\_\_\_, hereby undertake and confirm that the renewable power supplied under this Bid is being provided **along with all associated Renewable Attributes** (including green attributes, environmental benefits, and carbon credits).

We further confirm that \_\_\_\_\_ shall not claim or apply for any **Renewable Energy Certificates (RECs)** or equivalent green attributes for the quantum of energy supplied under this Bid.

Authorized Signatory

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Date: \_\_\_\_\_  
Seal: \_\_\_\_\_

**Details of Pending Litigations and Penalties**

Sr. No.	Suit No.	By	Against	Nature of Case	Court	Status

**Authorized Signatory**

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Date: \_\_\_\_\_  
Seal: \_\_\_\_\_

### 35. POWER PURCHASE AGREEMENT

Between [Name of the Discom]  
And  
XXXXXX XXXX XXXXXX

This Power Purchase Agreement (hereinafter referred to as Agreement or PPA) is entered on the \_\_\_<sup>th</sup> Day of \_\_\_\_\_ 2025 between **Maharashtra Industrial Township Limited (MITL)** having its registered offices at Udyog Sarathi, DMIC Cell, MIDC Office, Mahakali Caves Road, Andheri(E), Mumbai - 400 093 incorporated under Companies Act 1956 and is a Power Distribution Licensee at \_\_\_\_\_ Industrial area, in the State of Maharashtra (hereinafter referred to as the "Procurer"), which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns;

**AND**

XXXX XXX XXXXXX a limited company incorporated under the Companies Act, 1956 (hereinafter referred to as "Seller") and having its registered office at \_\_\_\_\_ which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successor's and permitted assigns.

**Whereas**

- A. The Procurer had initiated a competitive bidding process through issue of RFP dated \_\_\_ **January 2026** on e-bidding portal (DEEP) for procurement of power for Medium-term for meeting the Procurer's power requirements for the period from 01<sup>st</sup> March 2026 to 31<sup>st</sup> March 2030 (Contract Period).
- B. Pursuant to the said bidding process, \_\_\_\_\_ has been selected by the Procurer, as the Seller for sale and supply of Electricity to the Procurer, for the Aggregate Contracted Capacity (as described hereunder) in accordance with the terms of this Agreement.
- C. The Parties hereby agree to execute this Power Purchase Agreement setting out the terms and conditions for the sale of power up to the Contracted Capacity (*defined below*) at the Delivery Point (*defined below*) by the Seller to the Procurer.

**Now in consideration of the mutual considerations, promises and covenants, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:**

1. **QUANTUM AND RATE**

Requisition No	Contract Period		Slot/Time		Quantum at Delivery point (In MW)*	Price for the Total Quantum (In Rs/kWh)	Delivery Point
	From	To	From	To			

**Note -**

**1. Considering the annual CUF for Non-Solar power is 25% during the supply.**

**1.1** Subject to provisions of this Agreement, the entire contracted capacity stated above (**Contracted Capacity**) shall be for the exclusive benefit of the Procurer and the Procurer shall have the exclusive right to purchase the entire Contracted Capacity from the Seller and the Seller shall not grant to any third party or allow any third party to obtain any entitlement to the Contracted Capacity. The Renewable Energy Generator shall not be entitled to claim Renewable Energy Certificate's (REC's) as power being supplied is Green Power to meet RPO of Procurer and shall issue a monthly certificate on its Letter Head by 5th of the next month mentioning details of Plant, the period of supply and quantum supplied in last month to Procurer is green power.

**2. Delivery Point**

The Delivery Point shall be CTU (ISTS) network of Western Region (WR) for Inter State generating station and for Intra state generating station, generator Ex-bus connected to STU.

**2.1 Metering and Settlement**

**For Intra-State Projects:**

Metering shall be at Ex-bus injection at State Transmission Utility (STU) substation where power from the Project is injected into the STU's transmission system.

**For Inter-State Projects:**

Energy settlement and the Delivery Point shall be CTU (ISTS) network of Western Region (WR) periphery. Bidders are required to adhere to the following conditions and responsibilities:

Bidders are required to adhere to the following conditions and responsibilities:

**2.2 Existing Connectivity:** The connectivity of existing inter/intra-state RE power projects to the grid shall remain unchanged. These projects will continue to operate under their current grid connectivity arrangements.

**2.3 Transmission and Energy Accounting:** The successful bidder will be responsible for the transmission of power up to the Delivery Point, including the establishment and maintenance of energy accounting infrastructure, all at their own cost. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the bidder.

**2.4 Real-Time Data Visibility:** The successful bidder must implement a comprehensive system for Real-Time Data Visibility in compliance with the norms and conditions set

forth by the State Load Dispatch Centre (SLDC).

- 2.5 **Regulatory Compliance:** The successful bidder shall comply with CERC/SERC Regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and is responsible for all liabilities related to Connectivity.
- 2.6 **Technical Standards and Regulations:** The bidder must operate and maintain the Facility in accordance with the technical standards outlined in the Electricity Act, 2003, as well as the relevant Rules, Regulations, Orders, and Policy decisions issued thereunder.
- 2.7 **SCADA and Communication Facilities:** The bidder must ensure the installation of a Supervisory Control and Data Acquisition (SCADA) system or any other continuous communication facility to transfer data regarding energy generation from the Facility's switchyard to the State Grid's Sub-Station.
- 2.8 **Special Energy Meter (SEM):** The bidder is required to install a Special Energy Meter (SEM) equipped with telecommunication capabilities and availability-based tariff (ABT) features, in accordance with the Central Electricity Authority (CEA) specifications and relevant MERC/CERC regulations, as well as SLDC/RLDC procedures.

### **3. OPEN ACCESS**

- 3.1 All applicable charges and losses as per applicable regulation up to delivery point shall be borne.
- 3.2 The RE Power Project should be designed for delivery of energy at ISTS / STU periphery as per applicable Delivery Point in accordance with prevailing CERC/SERC Regulations in this regard. For interconnection with the grid and metering, Seller shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other Regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA).
- 3.3 Seller shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and is responsible for all liabilities related to Connectivity.
- 3.4 Timely application shall be made to ensure supply of contracted capacity at Delivery Point. Any consequences towards delay in application shall be to the account of Seller, provided Seller provides the requisite consent, document, and information timely.
- 3.5 There shall be no escalation in the Tariff during the Contract Period. In the event of 'Change in Law' the Tariff should be constant and there shall be no escalation during the Contract Period.
- 3.6 **Scheduling Procedure:** The scheduling and dispatch of the energy shall be coordinated with respective RLDC(s)/SLDC(s) as per provisions of Indian Electricity Grid Code (IEGC)/State Electricity Grid Code (SEG), framework.

### **4. Supply from Alternate Source**

- 4.1 If at any time the Seller is unable to supply the Contracted power to the Procurer from the Delivery Point except due to a Force Majeure Event, specified under clause 12 below, the Seller shall source and supply the deficit power from any alternative source to meet its obligations under this Agreement, subject to obtaining all requisite regulatory approvals in connection with same prior to commencement of the delivery of such deficit capacity. In case of change of source, the Bidder should inform Procurer in advance. Further in case the bidder is not in condition to supply power as per Contracted Capacity, it shall be subject to payment of Liquidated Damages for Failure to supply the Contracted Capacity as per Clause 9 of the PPA.
- 4.2 However, all such deficit power shall be supplied at the same tariff and charges as provided hereunder and any open access charges and other incidental charges, including but not limited to application fees for open access, RLDC/SLDC charges, etc., applicable from the alternative source of power supply are higher than the applicable Open Access Charges from Delivery Point to Procurer periphery, the Seller would be liable to bear such additional charges. Also, if the power is being supplied through alternate source, any additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of the Seller.
- 4.3 The seller shall provide the procurer prior written intimation of any quantities of power supply through alternate source, along with reasons such procurement from such alternate source and the estimated time frame when the supply shall be restored from the source originally designated by the seller. Failure to do so of such arrangement shall not be considered as force majeure during the contract period.

## 5. COMMENCEMENT, SCHEDULING AND ENERGY ACCOUNTING

- 5.1 The Seller shall be responsible to commence supply of RE Firm Power of \_\_\_MW by 01st March 2026 (Scheduled Delivery Date) in accordance with the provisions of this Agreement. The scheduling and dispatch of power shall be as per relevant provision of IEGC/SEGC and as per relevant orders /regulations of CERC/MERC.
- 5.2 The period of contract shall be \_\_\_\_\_ to \_\_\_\_\_. The transmission connectivity, Open Access grants to be sought from STU/SLDC officials by Seller respectively.
- 5.3 Energy delivery measurement and accounting will be in accordance with the norms stated by CTU/STU/RLDC/SLDC. Monthly Billing shall be done as per the schedule at Maharashtra STU Periphery/ WR Periphery for which the Consent / Approval is received from Maharashtra SLDC/ RLDC at the beginning of the month and will be based on the final implemented schedule as per MSLDC / RLDC.
- 5.4 Timely application shall be made to ensure supply of contracted capacity at Delivery Point. Any consequences towards delay in application shall be to the account of seller.
- 5.5 Final Energy accounting will be as per the REA/SEA.

5.6 In case of reduction or cancellation of open access schedule the defaulting party will bear all open access charges thereof in accordance of procedure for Open Access Regulation and subsequent amendments from time to time.

**6. BILLING AND PAYMENT**

6.1 The Seller will raise bill(s) on a monthly basis. The Seller will raise Monthly bill (based on the monthly approval notified/received from Western Regional Load Despatch Centre ("WRLDC") / State Load Despatch Centre ("SLDC")), to the Procurer for the schedule at Delivery Point during a calendar month in accordance with the Tariff stated in Clause 1 above, along with complete details of the power delivered at the Delivery Point and /or other documents, as may be required for bill verification.

6.2 The bill should be submitted in Hard Copy/Soft Copy (through email) and the date of receipt of the Soft Copy will be excluded for the purposes of calculation of Rebate and Due Date of payment of Bill. However, the Hard Copy of the Energy Bill shall be received within 4 (four) days from date of issuing of Soft Copy.

6.3 The provisional bills shall be subjected to final adjustment at the end of the month on the basis of final REA issued by concerned Regional Power Committee (RPC)/MSLDC. The Procurer will make the payment to the seller account through RTGS within 30 working days excluding the day of submission of energy bill in hard copy/soft copy (by mail) to [dgmelecpra@auric.city](mailto:dgmelecpra@auric.city) which will be considered as due date of payment. In the event of the due date of payment being a Bank/Public Holiday, the next working day shall be considered as the due date of payment. In case of timely payment of the Procurer, adjustment for the admissible rebate as per the clause described hereinafter, shall be made while making the payment against the energy bills.

6.4 The procurer shall provide revolving letter of credit (LC) equivalent to 100% of 30 days of power corresponding to contracted capacity (as defined in the PPA) at the tariff indicated in the PPA before actual approval of first schedule by SLDC. The letter of credit (LC) shall be opened prior to commencement of supply of power by the seller. The procurer may substitute the letter of credit by an unconditional and irrevocable Bank Guarantee of the same amount, i.e., equivalent to 100% of the 30 days of power corresponding to Contracted Capacity at the tariff indicated in PPA.

**7. REBATE FOR PROMPT PAYMENT BY PROCURER**

A rebate @ 2 % shall be applicable on payment of Energy bill within 10 (Ten) working days excluding the day of the receipt of the hard copy/ soft copy of the bill and at the rate of 1 % when payment is being done within 15 (Fifteen) working days excluding the day of receipt bill in hardcopy/soft copy (by emails) of the bill as per clause 6.2.

**8. SURCHARGE FOR LATE PAYMENT BY PROCURER**

8.1 A late payment surcharge shall be applicable @ 12 % per annum on all the energy payment remaining outstanding for a period beyond 30 working days from the date of receipt of bill (excluding the day of receipt bill). The surcharge shall be calculated on day-to-day basis.

**9. PAYMENTS OF LIQUIDATED DAMAGES FOR FAILURE TO SUPPLY THE**

## **INSTRUCTED CAPACITY**

- 9.1 Both the parties would ensure that actual scheduling will not deviate by more than 15% of the contracted power as per the approved open access on monthly basis.
- 9.2 In case deviation from Procurer side in scheduled energy is more than 15% of the contracted power for which open access has been allocated on monthly energy basis, Procurer shall pay compensation at 20% of Tariff per kWh for the quantum in excess of permitted deviation.
- 9.3 In case deviation from Bidder side in scheduled energy is more than 15% of the contracted power for which open access has been allocated on monthly energy basis, Bidder shall pay compensation to Procurer at 20% of Tariff per kWh for the quantum in excess of permitted deviation.

## **10. CONTRACT PERFORMANCE GUARANTEE (CPG)**

- 10.1 The Seller shall furnish the CPG to the Procurer within 7 days of the signing of PPA for an amount calculated at Rs. 2 lakhs per MW per month for the Contract Period or part thereof. The CPG for the procurement of power on hourly basis shall be calculated on pro-rata basis as per the example given above for calculating EMD.
- 10.2 The CPG is in the form of Bank Guarantee issued by any Nationalized /Scheduled Bank and is valid for the entire Contract Period with a claim period of one month after expiry of the Contract Period.
- 10.3 The failure by the Seller to furnish / maintain the CPG during the entire Contract Period shall deemed to be a material breach of this Agreement by the Seller.
- 10.4 The CPG provided by the Seller shall stand forfeited, encashed, and appropriated by the Procurer as liquidated damages without prejudice to its other rights under this Agreement or applicable laws, for non-performance of any contractual obligations by the Seller specified hereunder or under the applicable law, including failure to commence supply of power on the Scheduled Delivery Date.
- 10.5 The CPG shall be released 30 (thirty) days after completion of Contract Period, provided and only after the Seller has fulfilled all its obligations under this Agreement. The return or release of the CPG shall be without prejudice to other rights of the Procurer under this Agreement and/or applicable laws.

## **11. CONSEQUENCE ON SALE OF CONTRACTED POWER TO THIRD PARTY WITHOUT CONSENT OF THE PROCURER:**

- 11.1 In case the Seller fails to offer contracted power as per the Agreement to the Procurer and sells this power without Procurer's consent to any other party, the Procurer shall be entitled to claim damages from the Seller for an amount equal to the higher of;

- A. Twice the Tariff as per PPA for the corresponding contracted power; and
- B. The entire sale revenue accrued from Third Parties on account of sale of this contracted power.

In addition, on a complaint to this effect by the Procurer to the concerned Load dispatch centre, the Seller shall be debarred from participating in power exchanges and also from scheduling of this power in any short term/medium term/Long term contracts from that generating stations for a period of three months from the establishment of default, in the compliant. The period of debarment shall increase to six months for second default and shall be one year for each successive default.

## **12. FORCE MAJEURE**

A force Majeure event (**Force Majeure Event**) shall mean the occurrence of any of the following events:

- 12.1 Any restriction imposed by RLDC/SLDC in scheduling of power due to break down of Transmission /Grid constraint shall be treated as "Force Majeure" without any liability on either side.
- 12.2 Any events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lightning, flood, cyclone, earthquake, epidemic, pandemic, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system.
- 12.3 The contracted power will be treated as deemed reduced for the period of transmission constraint. The non/part availability of transmission corridor should be certified by the concerned RLDC/SLDC.
- 12.4 Procurer would return the CPG in case of non-availability of transmission corridor during the contract period.
- 12.5 The Contracted Capacity will be treated as deemed reduced for the period of transmission constraints. The non/part availability of transmission corridor should be certified by concerned RLDC/SLDC.
- 12.6 It is hereby clarified and confirmed that any request by the Seller for reduction of supply of the Contracted Capacity owing to machine breakdowns or unforeseen conditions of generating companies shall under no circumstances be treated as a Force Majeure event.
- 12.7 The party whose obligations are affected by any Force Majeure event shall promptly notify the other party in writing with full particulars of such Force Majeure event, including the date of first occurrence, and keep the other party informed of any further developments as the earliest. The affected party shall use all its efforts to mitigate or limit the effect of such event of Force Majeure and arrange and assist the other party in restoration/continuance of performance of the affected party's obligations through any alternate sources, if required, at the earliest.
- 12.8 Nothing stated herein shall affect those obligations and duties of the party claiming delay in performance due to any Force Majeure Event, which obligations and duties are not affected by any Force Majeure condition and the affected party shall continue to perform such non-affected obligations in a timely fashion and any delays in performance of such non-affected obligations shall constitute material breach of the

terms of this Agreement.

12.9 Should any performance of the obligations of the party claiming Force Majeure be prevented, restricted, delayed or interfered with due to any of the events mentioned hereunder, for a continuous period of 2 (two) days then the other party hereto may at its discretion terminate this Agreement without any liability for breach thereof and its own discretion, engage any third party to provide the Contracted Capacity during the pendency of the Force Majeure Event.

**13. COMPLIANCE**

13.1 The Seller represents and warrants that it complies with and shall, during the term of this Agreement, comply with the provisions of the applicable laws regarding availability, dispatch and any variation between scheduled energy and actual energy at the Delivery Point shall be accounted for through unscheduled interchange as per the provisions of the applicable grid code and Unscheduled Interchange regulations issued by Central Electricity Regulatory Commission (CERC)/ Maharashtra Electricity Regulatory Commission (MERC) from time to time.

**14. MUTUAL REPRESENTATIONS AND WARRANTIES**

Each party hereto represents, warrants, and covenants to the other that:

14.1 Agreement full capacity, power, and authority to enter into this Agreement and to carry on and perform its obligations hereunder; and during the continuance of this Agreement, will continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein.

14.2 The execution, delivery, and performance of this Agreement by it does not and will not conflict with, or constitute a breach or default under, its charter documents or any agreement, contract, commitment, or instrument to which it is a party.

14.3 There are no action(s) or proceeding(s) pending or, in so far as it knows or ought to know, threatened in writing against it before any court, administrative agency or other tribunal that:

A. could impact upon its right, power, and authority to enter into this Agreement, or to otherwise carry out its obligations hereunder.

Or

B. might have an adverse effect on its business or condition, financial or otherwise that would impact its ability to perform its obligations under this Agreement.

**15. SELLER REPRESENTATIONS AND WARRANTIES**

The Seller hereby represents and warrants to the Procurer that the Seller has not provided any inaccurate or misleading information or statements in the bid responses to the RFP documents provided by the Seller to the Procurer and all the confirmations, undertakings, declarations and representations made in its bid responses to the RFP documents are true and accurate and that the Seller has all requisite permits and consents and equipment's and facilities to perform its obligations under this Agreement for the entire Contract Period.

## **16. TERM AND TERMINATION**

- 16.1 *Term:* This Agreement shall commence from Scheduled delivery date or signing of PPA whichever is earlier and shall be valid for the entire Contract Period ( \_\_\_\_\_ to \_\_\_\_\_ ), unless terminated earlier.
- 16.2 *Termination by Procurer:* The Seller understands and agrees that the Procurer shall be entitled to terminate this Agreement without any prior notice to the Seller and without liability, in the event (a) any statements, representations or warranties provided by the Seller in its bid responses to the RFP documents or hereunder are found to be untrue, false or inaccurate at any time, or (b) the Seller's license/permission to supply power is terminated or adversely affected such that in the opinion of the Procurer, the Seller is unable to comply with its obligations hereunder, or (c) the Seller is restrained or prohibited or temporarily or permanently from supplying power pursuant to orders of any regulatory authority or court.
- 16.3 Any party (i.e., Buyer/Seller) can terminate this agreement by giving sixty (60) days of written notice to the other party. After the expiry of such notice period this agreement shall be terminated, and no party shall be liable for any claim/ liability arising out of acts / deeds / transmissions done by other party after such termination. However, the parties shall remain liable for all acts / deeds / transactions or done before/ up to the date of termination of this agreement.

## **17. ARBITRATION**

- 17.1 Where any dispute arises claiming any changes in or regarding determination of tariff or any tariff related matters or which partly or wholly could result in change in tariff such disputes shall be adjudicated by the Appropriate Commission.
- 17.2 All other disputes shall be resolved by arbitration conducted a sole arbitrator under the provisions Indian Arbitration and Conciliation Act 1996. The sole arbitrator shall be appointed mutually by both the parties, failing which the arbitrator will be appointed in accordance with the provisions of the Act. The venue of such Arbitration shall be Mumbai, India and the arbitration proceedings shall be conducted in English language.
- 17.3 The decision of the arbitrator shall be in writing and shall be final and binding on the parties. The parties agree that the arbitration proceedings shall be kept confidential, but that judgment on any award may be entered in, and enforced by, any court having jurisdiction. Each party shall be responsible for its own costs, however, the arbitrators shall have the authority to award costs of the arbitration, including attorney's fees, to the prevailing party.
- 17.4 Nothing herein shall prohibit either party from seeking a temporary restraining order, preliminary injunction, or other provisional relief if, in its judgment, such action is necessary to avoid irreparable damage, to preserve the status quo or to prevent the dissemination of its confidential information or from bringing and pursuing legal action to specifically enforce the provisions of this clause 15.
- 17.5 Notwithstanding the existence of any disputes and differences referred to arbitration, the

parties hereto shall continue to perform their respective obligations under the contract.

**18. CHANGE IN LAW**

There shall be no escalation in the Tariff during the Contract Period. In the event of 'Change in Law' the Tariff should be constant and there shall be no escalation during the Contract Period.

**19. GOVERNING LAW**

All matters arising out of or in conjunction with the PPA shall be governed by and construed in accordance with Indian law and the courts of Mumbai, Maharashtra State shall be the exclusive jurisdiction.

**20. CONFIDENTIALITY**

The Parties undertake to hold in confidence this Agreement and RFP documents and shall not to disclose the terms and conditions of the transaction contemplated hereby to any third parties, except to their professional advisors or their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or in case of any disclosures required to any regulatory authorities under any applicable law with prior intimation to the disclosing party.

**21. ASSIGNMENT**

The Parties shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of the other party. Provided that, such consent shall not be required in the event the Procurer seeks to transfer all of its rights and obligations under this Agreement to a transferee with the prior approval of the regulatory authorities, including assignment to a transferee being either the owner or operator of all or substantially all of the distribution system of the Procurer and/or being the successor entity of the Procurer and this Agreement shall continue to remain valid and binding on such successor.

**22. NOTICES**

All notices to be given under this Agreement shall be in writing and in the English Language and must be delivered by hand delivery or sent by registered post, courier, e-mail or telefax to the addresses of the parties stated below:

**Address of Procurer**

Maharashtra Industrial Township Ltd.  
Udyog Sarathi, DMIC Cell, MIDC Office,  
Mahakali Caves Road, Andheri (East),

Mumbai 400 093

**Address of Seller**

XXX

XXX

XXXXXX

Email: XX.XX@XX.XXXX

**23. INDEPENDENT CONTRACTORS**

23.1 The relationship hereby established between the parties is solely that of independent contractors. Nothing in this Agreement shall be deemed to constitute an agency, partnership, or joint venture between the parties. Neither party to this Agreement is authorized to incur any obligation and liability for and on behalf of the other and no party shall be liable for any obligation and or liability incurred by the other party.

**24. NO WAIVER**

Any failure or delay by a party to take any action with respect to a breach of this agreement or a default by any other party shall not constitute a waiver of the former party's right to enforce any provision of this agreement or to take action with respect to such breach or default or any subsequent breach or default. Waiver by any party of any breach or failure to comply with any provision of this Agreement by a party shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Agreement, unless any such waiver has been consented to by the other party in writing.

**25. AMENDMENTS**

This Agreement may only be amended or supplemented by a written agreement between the Parties, subject to approval of the Maharashtra Electricity Regulatory Commission, where necessary. Additionally, the contract may be extended for an additional six months on mutually agreed terms.

**26. ENTIRE AGREEMENT**

This Agreement, together with the RFP, shall constitute the entire understanding and agreement between the parties and supersedes all previous agreements, discussions, negotiations, letters, proposals and promises (including, without limitation, communications previously exchanged between the parties and/or oral discussions between the parties) between the parties hereto with respect to the subject matter hereof,

whether written or oral, all of which shall not have any further force or effect.

**27. SEVERABILITY**

If any Clause or paragraph, or part thereof, of this Agreement is rendered invalid, ruled illegal by any court of competent jurisdiction or unenforceable under present or future laws, then it is the intention of the parties that the remainder of the Agreement shall not be affected thereby.

**28. AUTHORIZED SIGNATORIES**

The parties represent and warrant that the signatories executing this Agreement for and on behalf of the parties are duly authorized to execute this Agreement and to bind the parties hereto.

In witness whereof the duly authorized representatives of the Parties have signed on the day and year first hereinbefore written.

**For and on behalf of Seller**

**For and on behalf of the Procurer**

**Name of the Authorized Signatory**

**Name of the Authorized Signatory**

(To be issued by Nationalized/Schedule Banks in India other than Co-operative Banks)

To,

**Maharashtra Industrial Township Ltd.**

Udyog Sarathi, DMIC Cell,

MIDC Office, Mahakali Caves Road, Andheri (East), Mumbai 400 093

Bank Guarantee Issued on Behalf of (Seller's Name)	
Bank Guarantee No	
Date of Issue	
Expiry Date	
Claim Expiry Date	
Amount of Bank Guarantee	
Conditions	Unconditional
Bank Branch Address / Telephone	
Bank Regional Office /ZO/HO Address/ Telephone No.	

**Format of the Unconditional and Irrevocable Bank Guarantee for Contract Performance  
Guarantee**

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

In consideration of the \_\_\_\_\_(Insert name of the Bidder) (the "Bidder") submitting the Bid inter alia offering supply of power during the period \_\_\_\_\_(insert period) on Medium term basis, in response to the Request for Proposal ("RFP") issued by Maharashtra Industrial Township Limited (MITL) vide Tender specification No: \_\_\_\_\_date: \_\_\_\_\_ and MITL Letter of Award vide Number \_\_\_\_\_ dated \_\_\_\_\_ accepted by M/s. \_\_\_\_\_ having its office at \_\_\_\_\_, is required to deposit Contract Performance Guarantee (CPG) of the sum specified in the RFP by a nationalized/scheduled bank and as per the terms of RFP, the \_\_\_\_\_(insert name of bank) (this "Bank"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby, as primary guarantor, agree unequivocally, irrevocably and unconditionally to pay MITL (hereinafter referred to as "Procurer") at Mumbai forthwith on demand in writing from MITL or any other Officer authorized by MITL in this behalf, any amount up to and not exceeding Rs.\_\_\_\_\_(Rupees \_\_\_\_\_), for and on behalf of the Bidder.

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

The Bank hereby agrees and acknowledges that the Procurer shall have the right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. This guarantee will be invoked in the account of MITL as under:

Name of Account Holder	_____
Bank Name	_____
Branch Name	_____
IFS Code	_____
Account No.	_____
PAN No	_____

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

This Bank shall make payment to the Procurer hereunder on first demand without restriction or conditions or demur or protest, conditions, grounds or reasons for such demand for the sum specified therein and notwithstanding any contestations, claims, demands, objection or disputes raised by the Bidder or any other person. This Bank shall not require the Procurer to justify the

invocation of this Bank Guarantee, nor shall this Bank have any recourse against the Procurer in respect of any payment made hereunder.

The Bank hereby waives the necessity of the Procurer demanding the said amount from the Bidder before presenting the Bank with the demand.

Any payment made to the Procurer hereunder shall be made free and clear of, and without deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and whomsoever imposed.

This 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 this 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 this Bank.

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

We hereby waive notice of acceptance of this Bank Guarantee and notice of any liability to which it may apply. Except with respect to the written demand for payment referred to above, we waive presentment, demand of payment, protest, notices of any kind and any right to require that resort be made to the Bidder or any other security.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_), and it shall remain in force until \_\_\_\_\_ with an additional claim period of one month thereafter, provided that any claim or liability arising prior to the date thereof shall not be adversely affected in any way, however, such limitation of liability shall not apply in respect of any and all costs, charges and expenses that may be incurred by the Procurer in enforcing this Bank Guarantee and any losses or damages that may be suffered by the Procurer due to any delayed payment, non-payment or inadequate payment by us. For the avoidance of doubts, we hereby acknowledge and declare that all costs and charges in relation to the provision of this Bank Guarantee by us shall be borne by the Bidder alone.

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Procurer serves upon us a written claim or demand and we undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Procurer in writing. Furthermore, we agree that our obligations under this Bank Guarantee are irrevocable, absolute and unconditional and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever, including, and without limitation any other act, omission, event or circumstance which would or may but for this provision operate to prejudice, affect or discharge this Bank Guarantee or our obligations hereunder.

This Bank Guarantee shall be interpreted in accordance with the laws in India. Further, we confirm that this Bank Guarantee is subject to exclusive jurisdiction of courts at Mumbai only. Terms used in this Bank Guarantee but not defined herein shall have the meaning ascribed to such term in the

RFP.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by Bank. Any invocation of guarantee can be made only by the beneficiary directly.

This Bank Guarantee shall be valid up to \_\_\_\_\_ with an additional claim period of one month thereafter i.e., \_\_\_\_\_.

Notwithstanding anything to the contrary contained herein.

- i. Our liability under this Guarantee shall not exceed Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- ii. This Bank Guarantee shall be valid up to \_\_\_\_\_ (being the date of expiry of the Guarantee)
- iii. The beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before \_\_\_\_\_ (being the date of expiry of claim period which in no case should be less than one month from the date of expiry of validity period of BG as per clause ii above).

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Power of Attorney No.: \_\_\_\_\_

For

\_\_\_\_\_ (Insert name of Bank)

Banker's Stamp and full Address.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

<b>Sr. No.</b>	<b>List of Documents to be furnished</b>
1	Covering Letter
2	Bidders Company Data
3	Details of Source of Power
4	Annexure II (Unconditional and Irrevocable Bank Guarantee for EMD) with covering letter
5	Annexure III (Acceptance of terms and Conditions of Bid Document)
6	Annexure IV (Generation Data)
7	Affidavit
8	Annexure V (Financial Bid)
9	Annexure VI (Undertaking for Renewable Attributes)
10	Annexure VII (Details of Pending Litigation and Penalties)
11	Plant Commissioning Certificate (COD letter)
12	Letter of Authorization
13	Undertaking for renewable attributes
14	Board Resolution
15	Trading license in case of trader