

Bidding Document for Pilot Scheme- II

Through

e-Tender and e-Reverse Auction on

Discovery of Efficient Electricity Price (DEEP) Portal

for 3 (Three) years under Medium Term

Issued by

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**Ministry of Power
Government of India**

[Date of issue of Bidding Document]

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DISCLAIMER

The information contained in this document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Nodal Agency and/or the Aggregator or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out here and such other terms and conditions subject to which such information is provided (the “**Bidding Document**”). The Bidding Document along with **Draft Agreement for Procurement of Power under Pilot Scheme- II(APPP-II)** and **Draft Power Supply Agreement – under Pilot scheme II (PSAP-II)** shall collectively be referred as the “**Bidding Documents**”.

This Bidding Document is not an agreement and is not an offer to the prospective Bidders or any other person. The purpose of this Bidding Document is to provide interested parties with information that may be useful to them in the formulation of their application (the “**Application**”) for qualification and selection pursuant to the Bidding Document. This Bidding Document includes statements, which reflect various assumptions and assessments arrived at by the Nodal Agency and/or the Aggregator in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Bidding Document may not be appropriate for all persons, and it is not possible for the Nodal Agency and/or the Aggregator, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bidding Document. The assumptions, assessments, statements and information contained in this Bidding Document may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bidding Document and obtain independent advice from appropriate sources.

Information provided in this Bidding Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Nodal Agency and/or the Aggregator accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Nodal Agency and/or the Aggregator, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bidding Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bidding Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bidding Document or arising in any way with pre-qualification of Bidders for participation in the Bidding Process.

The Nodal Agency and/or the Aggregator also accept(s) no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bidding Document.

The Nodal Agency and/or the Aggregator may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bidding Document.

The issue of this Bidding Document does not imply that the Nodal Agency and/or the Aggregator are bound to select and short-list pre-qualified Applications for opening of the Bids or to appoint the selected Bidder or Supplier, as the case may be, for the Project and the Nodal Agency and/or the Aggregator reserve the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Application and Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Nodal Agency or any other costs incurred in connection with or relating to its Application and Bid. All such costs and expenses will remain with the Bidder and the Nodal Agency and/or the Aggregator shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Application and Bid, regardless of the conduct or outcome of the Bidding Process.

GLOSSARY

Application	As defined in the Disclaimer
Aggregator	As defined in Clause 1.1.1
APPP-II	As defined in Clause 1.1.3
Bid Due Date	As defined in Clause 1.1.6
Bids	As defined in the Disclaimer
Bid Security	As defined in Clause 1.2.11
Bidder(s)	As defined in Clause 1.1.3
Bidding Document/ Bidding Documents	As defined in the Disclaimer
Bidding Process	As defined in Clause 1.2.1
e-Reverse Auction Stage	As defined in Clause 1.2.3
e-Tender Stage	As defined in Clause 1.2.2
BOLT	Build, Own, Lease and Transfer
BOO	Build, Own and Operate
BOOT	Build, Own, Operate and Transfer
BOT	Build, Operate and Transfer
FOO	Finance, Own and Operate
Government	Government of India/State
LOA	Letter of Award
Lowest Bidder	As defined in Clause 1.2
Nodal Agency	PFC Consulting Limited
PPP	Public Private Partnership
PSAP - II	As defined in Clause 1.1.3
Qualification	As defined in Clause 1.2.2
Qualified Bidders	As defined in Clause 1.1.3
Re. or Rs. or INR	Indian Rupee
Selected Bidder	As defined in Clause 1.1.7
Supplier	As defined in Clause 1.1.7
Supply of Electricity	As defined in Clause 1.1.2
Successful Bidder	As defined in Clause 1.1.7
Tariff	As defined in Clause 1.2.21
Technical Capacity	As defined in Clause 2.2.2

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

Instructions for customisation of this document by the Nodal Agency¹

The Bidding Document to be customised in accordance with the instructions below:

- a) Cover Page : -
 - i. Ministry of Power, Government of India to be deleted
 - ii. Date of Issue of Bidding Document to be added
- b) Serially numbered footnotes in this Bidding Document are for guidance and should be omitted from the Bidding Document issued to prospective Applicants.
- c) All specific provisions in the Bidding Document have been enclosed in square parenthesis and may be modified, as necessary, before issuing the Bidding Document to prospective Applicants. The square parenthesis should be removed after carrying out the required modification.
- d) The asterisks in the Bidding Document should be substituted by specific particulars.
- e) Applicable blank spaces in the Bidding Document are to be filled up.

Instructions for Applicants

- a) The provisions in curly brackets shall be suitably modified by the Applicants in the Bidding Document.
- b) Blank spaces in the formats of the Bidding Document are to be filled up by the Applicants.
- c) Footnotes marked “\$” in the relevant Clauses of the Bidding Document are for guidance of the Applicants. In case of Appendices, the footnotes marked “\$” or in other non-numerical characters shall be omitted by the Applicants while submitting their respective Applications.

¹ To be removed before issuance of the Bidding Document

1. INTRODUCTION

1.1 Background

- 1.1.1 PFC Consulting Limited (PFCCL) (the “**Nodal Agency**”), has been designated by the Ministry of Power, Government of India, to carry out the Bidding Process for selection of the Successful Bidder(s), for implementation of the Pilot Scheme - II.

Further, in order to facilitate the procurement and supply of electricity between the Successful Bidder(s) and the Utilities, [----]² has been authorized to act as an aggregator (the “**Aggregator**”) for the purpose of procurement and supply of electricity from the Supplier to the Utilities in accordance with the Bidding Document.

- 1.1.2 As part of the Pilot Scheme - II, the Aggregator has decided to procure electricity from the already commissioned Power Stations that would dedicate a contracted capacity of 2500 MW from the capacity without having a power purchase agreement, for a period of 3 (three) years in accordance with the draft APPP-II and draft PSAP-II (the “**Supply of Electricity**”), and Nodal Agency has, therefore, decided to carry out the bidding process for selection of a corporate entity (ies) as the Successful Bidder(s) to whom the contract may be awarded for production of electricity and supply thereof as per the terms and conditions specified in the Bidding Document.

Brief particulars of the Supply of Electricity are as follows:

Capacity Required (in MW)	Period when supply must commence	Delivery Point
2500	*****	Nearest interconnection point of the Power Station with the CTU System i.e. point of grid connection

- 1.1.3 The Aggregator shall sign power purchase agreement with the Successful Bidder(s) (the “**Agreement for Procurement of Power under Pilot scheme-II**” or the “**APPP-II**”) and back to back power supply agreement with State Utilities/ Discoms (the “**Power Supply Agreement under Pilot scheme-II**” or the “**PSAP - II**”) in the form provided as part of the Bidding Documents pursuant hereto. The Nodal Agency intends to pre-qualify and short-list suitable bidders (the “**Qualified Bidders**”) whose Bid shall be opened on the date specified at Clause 1.3 of the Bidding Document and will be eligible for participation in the e-Reverse Auction Stage (the “**Bidders**”), for awarding the contract through an open competitive bidding process in accordance with the procedure set out herein.

² Insert name of the company identified as an Aggregator by the Nodal Agency

- 1.1.4 The scope of work will broadly include operation and maintenance of the Power Station and supply of electricity, in accordance with the terms of the APPP - II.
- 1.1.5 All Bidders shall indicate the particulars of the relevant Power Station in the form specified at Annex-IV of Appendix-I and as available at e-Bidding Portal (“**DEEP Portal**”). Bidders may bid for minimum 100 (one hundred) MW.
- 1.1.6 The Nodal Agency shall receive Applications pursuant to the Bidding Document in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Nodal Agency, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the “**Bid Due Date**”).
- 1.1.7 The Qualified Bidder(s) who are issued Letter of Award (LoA) (the “**Selected Bidder(s)**”) and who accept the LoA (the “**Successful Bidder**” or the “**Supplier**”) shall be responsible for financing, operation and maintenance of the power station, under and in accordance with the provisions of APPP-II.

1.2 BRIEF DESCRIPTION OF BIDDING PROCESS

- 1.2.1 The Nodal Agency has adopted a two-stage bidding process (collectively referred to as the “**Bidding Process**”) for selection of the bidder for award of the Supply of Electricity.
- 1.2.2 The first stage (the “**e-Tender Stage**”) of the process involves qualification (the “**Qualification**”) of interested parties who submit Application and Bids in accordance with the provisions of this Bidding Document. Prior to submission of the Application, the Bidder shall pay to the Nodal Agency a sum of Rs 5,00, 000 (Rupees Five Lakhs only) plus applicable taxes as indicated above, as the cost of the Bidding Process.
- 1.2.3 At the end of this e-Tender Stage, system will send an email to all Qualified Bidders who are eligible to participate in the second stage (the “**e-Reverse Auction Stage**”).
- 1.2.4 All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 8000 per MW for the maximum capacity intended to be offered by the Bidder plus applicable taxes; to PFCCL to participate in the e-Bidding event. The requisite fee plus applicable taxes shall be deposited to PFCCL through identified mode of payment.
- 1.2.5 After the completion of the Bidding Process, only the Selected Bidder(s) will be charged the requisite fees for the quantum allocated to each Selected Bidder @ Rs. 8000 per MW plus applicable taxes. The balance amount will be refunded by PFCCL within seven (7) working days of completion of Bidding Process without any interest for the quantum of power for which LoA is not issued.
- 1.2.6 The fee deposited by non- Selected Bidder(s) will also be refunded by PFCCL without any interest within seven (7) working days of completion of Bidding Process.

- 1.2.7 At the e-Tender Stage; the Bidder will be required to submit its Application and Bid online at the DEEP Portal on or before the Bid Due Date.
- 1.2.8 In the e-Tender Stage, Bidders would be required to furnish all the information specified in the Bidding Document by submitting
- a. Application for qualification in accordance with the eligibility requirement under the Bidding Document and
 - b. Bid in accordance with Bidding Document.
- 1.2.9 The Bid shall be valid for a period of not less than 120 days from the Bid Due Date. The Bids of only those Bidders that are pre-qualified and short-listed by the Nodal Agency after evaluation of their Application, shall be opened on such date as specified under Clause 1.3 of the Bidding Document and shall be invited to participate in e-Reverse Auction Stage for the Supply of Electricity, in accordance with the Bidding Document, to submit their revised financial bids in e-Reverse Auction stage.
- 1.2.10 The Nodal Agency is likely to provide a comparatively short time span for submission of the Bids for the Supply of Electricity. The Bidders are, therefore, advised to familiarise themselves with the terms of the APPP – II & PSAP - II that will govern the structure of the Supply of Electricity. The said APPP – II & PSAP - II has been notified by the Government under section 63 of the Electricity Act 2003 for tariff based bidding by the Nodal Agency.

1.2.11 BID SECURITY

- a. In terms of the Bidding Document, a Bidder will be required to deposit, along with its Bid, a bid security of **Rs 5,00,000 (Rupees Five lakh) per MW of maximum capacity to be offered by the Bidder** (the "**Bid Security**"), in the form of a bank guarantee or e-bank guarantee issued by a nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Aggregator in the format at Appendix–III (the “Bank Guarantee”) and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Aggregator and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- b. Bid Security is refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the APPP – II.
- c. The Bidders will have an option to provide Bid Security in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Aggregator and payable at Delhi (the “**Demand Draft**”) or a bank guarantee acceptable to the

Aggregator[§] or may be submitted as e-bank guarantee or deposited online through NEFT/RTGS/IMPS. The demand draft shall be kept valid for a period not less than 180 (one hundred and eighty) days from the Bid Due Date, by submitting another demand draft before expiry of the existing demand draft and may be further extended as may be mutually agreed between the Nodal Agency and the Bidder from time to time. The Nodal Agency shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free

- d. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Aggregator and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- e. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Nodal Agency as non-responsive.
- f. The Successful Bidder's Bid Security will be returned, without any interest, upon the Supplier signing the APPP-II and furnishing the Performance Security in accordance with the provisions thereof. The Aggregator may, at the Successful Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the APPP-II.
- g. The Aggregator shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified herein below. The Bidder, by submitting its Bid, shall be deemed to have acknowledged and confirmed that the Nodal Agency/ Aggregator will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in the Bidding Document. No relaxation of any kind on Bid Security shall be given to any Bidder.
- h. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Nodal Agency/ Aggregator under the Bidding Document and/ or under the APPP-II, or otherwise, if,:
 - i. a Bidder submits a non-responsive Bid;
 - ii. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in the Bidding Document;
 - iii. a Bidder withdraws its Bid during the period of Bid validity as specified in the Bidding Document and as extended by mutual consent of the respective Bidder(s) and the Nodal Agency;

[§] The format for the bank guarantee has been published as part of the Bidding Document

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

- iv. the Successful Bidder fails within the specified time limit-
 - 1) to sign and return the duplicate copy of LoA;
 - 2) to sign the APPP-II; or
 - 3) to furnish the Performance Security within the period prescribed therefor in the APPP-II; or
 - v. the Successful Bidder, having signed the APPP-II, commits any breach thereof prior to furnishing the Performance Security.
- 1.2.12 In e-Reverse Auction Stage, the lowest Bid received in the e-Tender Stage shall be displayed to the Bidders on the DEEP Portal and thereafter any subsequent lowest bid in e-Reverse Auction Stage on a real time basis.
- 1.2.13 During the e-Reverse Auction Stage, the Bidders will have the option of reducing the Tariff quoted by them at e-Tender Stage in their Bids in decrements of 1 (one) paise or multiples thereof and to increase the quantum quoted by them at e-Tender Stage by 1 MW or multiples thereof, subject to maximum capacity for which requisite PFCCCL fee and Bid Security has been submitted by the Bidder
- 1.2.14 At the end of the e-Reverse Auction, lowest bidder will be identified by the system. The system will check all bids received in e-Tender and e-Reverse Auction and identify the Bidder who has quoted the lowest Tariff therein (“**Lowest Bidder**”).
- 1.2.15 Generally, the Lowest Bidder shall be the Successful Bidder. In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance, the Nodal Agency shall have the discretion to either (i) consider the Bid quoted by the second Lowest Bidder as the Lowest Bid; or (ii) annul the Bidding Process.
- 1.2.16 In case the Capacity Required (MW) as per clause 1.1.2 is not fully met by the Lowest Bidder, the remaining Bidders will be asked to match the Lowest Bid in the system (“**L-1 Matching**”). In L-1 Matching round, the Bidders will be displayed the bid of the Lowest Bidder (“**Lowest Bid**”) and available quantity. These Bidders will be required to input the quantity in MW that they wish to supply at the Lowest Bid.
- 1.2.17 At the end of L-1 Matching round, the system will allocate power to bidders in the order as they were at the end of e-Reverse Auction (like L-1, L-2 , L-3 cumulative in e-Tender and e-Reverse Auction Stage) for the quantity bid by Lowest Bidder in e-Reverse Auction and other bidders in L-1 Matching. It is hereby clarified that the Nodal Agency will not accept the entire capacity offered of the last Lowest Bidder in the order of progression, in the event the Capacity required gets fulfilled by a part thereof.
- 1.2.18 In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Nodal Agency may, in its discretion,

- i. invite fresh Bids from the remaining Bidders or
 - ii. annul the Bidding Process, as the case may be.
- 1.2.19 As part of the Bidding Documents, the Nodal Agency will provide a Draft APPP-II and a Draft PSAP-II.
- 1.2.20 Bids are invited for the Supply of Electricity under this Bidding Document, on the basis of a tariff to be offered by a Bidder for production and supply of electricity in accordance with the terms of the Draft APPP-II forming part of the Bidding Documents.
- 1.2.21 For the purposes of bidding hereunder, the Base Fixed Charge and the Base Variable Charge shall constitute the tariff for Supply of Electricity (the “**Tariff**”).
- 1.2.22 The Bidder shall quote a Tariff comprising of Base Fixed Charge and Base Variable Charge. Base Variable Charge shall comprise the generating cost of electricity, the transmission charges and the transmission losses upto the Delivery Point. Base Fixed Charge shall be equal to the generating cost of electricity. The Bid for the Project shall, therefore, comprise the Base Fixed Charge and the Base Variable Charge and the Bidder seeking the lowest Tariff shall be the Selected Bidder.
- 1.2.23 Based on its Bid, a tariff shall be paid to the Supplier comprising of
- (a) a Fixed Charge, as per the provisions of Article 11 of the APPP-II; and
 - (b) a Variable Charge, as per the provisions of Article 12 of the APPP-II
- The Tariff shall be revised as per the terms of the APPP-II.
- 1.2.24 Further details of the process for submission of Bid to be followed at the Bid Stage and the terms thereof has been spelt out in the Bidding Document.
- 1.2.25 Any queries or request for additional information concerning the Bidding Document/ Bidding Process shall be submitted in writing by speed post/courier and e-mail attaching the queries in Microsoft word file so as to reach the officer designated in Clause 2.12.3 by the specified date. The envelopes/ communications shall clearly bear the following identification/ title:
- "Queries/ Request for Additional Information: Bidding for Procurement of Aggregated Power of 2500 MW - Supply of Electricity".

1.3 Schedule of Bidding Process

The Nodal Agency shall endeavour to adhere to the following schedule:

	Event Description	Date and Time
1.	Date and time of Start of e-Tender Stage	
2.	Last date and time for receiving queries on Bidding Document	<i>[10 days from date of start of e-Tender Stage]</i>
3.	Pre-Bid Meeting	<i>[15 days from date of start of e-Tender Stage]</i>
4.	Nodal Agency response to queries latest by	<i>[20 days from date of start of e-Tender Stage]</i>
5.	Last date and time of submission of e-Tender – Bid Due Date	<i>[30 days from date of start of e-Tender Stage]</i>
6.	Opening of Application to the extent of only qualification requirement	<i>[30 days from date of start of e-Tender Stage]</i>
7.	Intimation to short-listed and pre-qualified Bidders for opening of their Bids	<i>[Within 7 days of Bid Due Date]</i>
8.	Opening of Bids of those Bidders who are short-listed and pre-qualified in the bidding Process.	<i>[Within 15 days of Bid Due Date]</i>
9.	Start of e-Reverse Auction	<i>[120 minutes after Opening of Bids]</i>
10.	Close of e-Reverse Auction	<i>[60 minutes from the start of e-Reverse Auction subject to Auto Extension as applicable]</i>
11.	L-1 Matching	<i>[If needed at the close of the e-Reverse Auction, there will be an L-1 Matching Round for 30 mins.]</i>
12.	Letter of Award (LoA) (to Selected Bidder(s))	<i>[Within 10 days of Close of e-Reverse Auction]</i>
13.	Validity of Bids	<i>[120 days of Bid Due Date or as may be mutually extended]</i>
14.	Signing of APPP-II (by Successful Bidder(s))	<i>[Within 10 days of award of LoA]</i>

1.4 Pre-Bid Meeting

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

Date: *****

Time: *****

Venue: *****

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Application

- 2.1.1 The Nodal Agency wishes to receive Applications for Qualification in order to short-list experienced and capable Bidders for opening of the Bids in the Bidding process.
- 2.1.2 The Bids of the Qualified Bidders may be opened subsequently as per the schedule specified in Clause 1.3 of this Bidding Document.

2.2 Eligibility of Applicant

- 2.2.1 For determining the eligibility of Applicant for their pre-qualification hereunder, the following shall apply:
- (a) The Applicant should be a corporate entity;
 - (b) The Applicant should own and be responsible for operation of the commissioned Power Station from where electricity shall be supplied;
 - (c) The Applicant should not have an existing power purchase agreement for the quantum of power quoted under this Bid;

- 2.2.2 To be eligible for pre-qualification and short-listing, a Bidder shall fulfil the following condition of eligibility:

For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Applicant shall own and be responsible for operation of Power Station having an installed capacity equivalent to the capacity for which the Bidder is willing to Bid.

Bidders shall not be allowed to increase their capacity at e-Reverse Auction Stage or L1 Matching greater than for which Technical Capacity has been submitted.

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

Certificate(s) from Statutory Auditor of the Bidder stating that Bidder is responsible for owning and operating of Power Station as specified in paragraph

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

2.2.2 above; and

- 2.2.4 The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Bidder to sign the document and also digitally sign and submit the Application and Bid at e-Tender Stage and to submit its revised bids in e-Reverse Auction Stage.
- 2.2.5 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application. The Bidder should submit a statement as per Annex-1 of Appendix-I.
- 2.2.6 A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder. Provided, however, that where an Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.5 is such that it does not reflect
- a) any malfeasance on its part in relation to such cause or event;
 - b) any wilful default or patent breach of the material terms of the relevant contract;
 - c) any fraud, deceit or misrepresentation in relation to such contract; or
 - d) any rescinding or abandoning of such contract,

it may make a representation to this effect to the Nodal Agency for seeking a waiver from the disqualification hereunder and the Nodal Agency may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the Supply of Electricity.

- 2.2.7 The following conditions shall be adhered to while submitting an Application:
- (a) Bidders should submit their Application online at the DEEP Portal only and upload clearly marked and referenced documents/sheets in the e-Tender Stage.
 - (b) information supplied by a Bidder must apply to the Bidder named in the Application and not, unless specifically requested, to other associated companies or firms. The Bid of only those Bidders will be opened whose identity and/ or constitution is identical to that at pre-qualification; and
 - (c) in responding to the pre-qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below.

- 2.2.8 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 3 (three) years, preceding its latest financial year.

For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.3 Number of Applications and Costs Thereof

- 2.3.1 No Bidder shall submit more than one Application for Supply of Electricity.
- 2.3.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bidding Process. The Nodal Agency/ Aggregator will not be responsible or in any way be liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4 Verification of information

Bidders are encouraged to submit their respective Applications after assessing physical conditions of the Power Station, including the transmission systems, applicable laws and regulations, and any other matter considered relevant by them.

2.5 Acknowledgement by Bidder

- 2.5.1 It shall be deemed that by submitting the Application, the Bidder has:
- (a) made a complete and careful examination of the Bidding Documents;
 - (b) received all relevant information requested from the Nodal Agency/ Aggregator;
 - (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Nodal Agency/ Aggregator relating to any of the matters referred to in Clause 2.4 above; and
 - (d) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.5.2 The Nodal Agency/ Aggregator shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this document or the Bidding Process, including any error or mistake therein or in any information or data given by the Nodal Agency/ Aggregator.

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

- 2.6.1 Notwithstanding anything contained in this Bidding Document, the Nodal Agency reserve the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Nodal Agency reject or annul all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.6.2 The Nodal Agency reserve the right to reject any Application and/ or Bid if:
- (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the time specified by the Nodal Agency, the supplemental information sought by the Nodal Agency for evaluation of the Application.

If such disqualification/ rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then the Nodal Agency reserve the right to;

- (a) invite the remaining Bidders to match the Lowest Bidder/ submit their Bids in accordance with the Bidding Document; or
 - (b) take any such measure as may be deemed fit in the sole discretion of the Nodal Agency, including annulment of the Bidding Process.
- 2.6.3 In case it is found during the evaluation or at any time before signing of the APPP – II or after its execution and during the period of subsistence thereof, including the contract thereby granted by the Aggregator, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Supplier either by issue of the LoA or entering into of the APPP-II, and if the Bidder has already been issued the LoA or has entered into the APPP-II, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Bidding Document, be liable to be terminated, by a communication in writing by the Nodal Agency to the Bidder, without the Nodal Agency/ Aggregator being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Nodal Agency/ Aggregator may have under this Bidding Document, the APPP-II or under applicable law.
- 2.6.4 The Nodal Agency reserve the right to verify all statements, information and documents submitted by the Bidder in response to the Bidding Document. Any such verification or lack of such verification by the Nodal Agency shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Nodal Agency thereunder.

B. DOCUMENTS

2.7 Contents of the Bidding Document

This Bidding Document comprises the glossary; disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.13.

Invitation for Qualification

Section 1	Introduction
Section 2	Instructions to Bidders
Section 3	Criteria for Evaluation
Section 4	e- Reverse Auction and L-1 Matching
Section 5	Selection of Bidder
Section 6	Fraud & Corrupt Practices
Section 7	Pre – Application Conference
Section 8	Miscellaneous

Appendices

- I. Letter comprising the Application/Bid
- II. Power of Attorney for signing of Application/ Bid
- III. Bank Guarantee for Bid Security

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the Bidding Documents may notify the Nodal Agency in writing by speed post/courier and e-mail attaching the queries in microsoft word file in accordance with Clause 1.2.25. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3 of the Bidding Document. The Nodal Agency shall endeavour to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Bid Due Date. The responses will be sent by e-mail or online at the DEEP Portal. The Nodal Agency will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries or upload all the queries and its responses on the DEEP Portal.
- 2.8.2 The Nodal Agency shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Nodal Agency reserve the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Nodal Agency to respond to any question or to provide any clarification.

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

2.9 Amendment of Bidding Documents

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

2.9.2 Any Addendum thus issued will be available at the DEEP Portal. The Bidders are advised to check the DEEP Portal for any amendments or notifications.

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

C. PREPARATION AND SUBMISSION OF APPLICATION

2.10 Language

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

2.11 Format And Signing Of Application/Bid

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

2.11.2 The Bidder shall submit their Application online on the DEEP portal, signed by a valid digital signature of the authorized signatory of the Bidder.

[§] While extending the Bid Due Date on account of an addendum, the Nodal Agency shall have due regard for the time required by Bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Bid Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

- 2.11.3 For the documents uploaded online, the Application shall be typed or written in indelible ink. It shall be signed by the authorized signatory of the Bidder who shall also initial each page of the Bidder (including each Appendix and Annex) in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application/Bid. The Application shall contain page numbers.
- 2.11.4 The Bidder shall ensure that its authorized signatory has a Digital Signature Certificate (DSC).
- 2.11.5 The Bidder shall register on the DEEP Portal for participation in the Bidding Process.
- 2.11.6 The Official Copy of the Bidding Document shall be available for download on the DEEP Portal and on the website of Nodal Agency.

2.12 Sealing and Marking of Applications

- 2.12.1 The Bidder shall submit the Application in the format specified at Appendix-I and the format created online in the DEEP portal, together with the documents specified in Clause 2.12.2.
- 2.12.2 Documents required to be uploaded as per this Bidding Document shall contain:
- (i) Application/Bid in the prescribed format (Appendix-I) along with Annexes and supporting documents;
 - (ii) Power of Attorney for digitally signing the Application/Bid as per the format at Appendix-II;
 - (iii) copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed;
 - (iv) copies of Bidder's duly audited balance sheet and profit and loss account for the preceding three years;
 - (v) Bank Guarantee as per the format at Appendix-III
- 2.12.3 The Bidders shall send the hard copy of all the original documents stated at Clause 2.12.2 in an envelope clearly indicating the name and address of the Bidder, addressed to:

ATTN. OF:

DESIGNATION:

ADDRESS:

FAX NO:

E-MAIL ADDRESS:

Such hard copies should reach the aforementioned address within [2] working days after the opening of the Application in accordance with Clause 1.3 of this Bidding Document. The Bidders are notified that in case of any discrepancy in the documents uploaded online at the DEEP Portal and the hard copies submitted in accordance with this Clause 2.12, the documents uploaded online shall prevail.

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

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

2.12.5 In the e-Tender Stage, all Bidders after uploading on the DEEP Portal the Application and the Bid as per the Bidding Document and digitally signing the same must click on 'Final submit' button to finally submit their Application and Bid, without clicking the 'Final submit' button the system will not consider the Application or the Bid.

2.13 Bid Due Date

2.13.1 Applications should be submitted online latest by [...] hours IST on the Bid Due Date, at the DEEP Portal in the manner and form as detailed in this Bidding Document.

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

2.14 Late Applications

Applications will not be accepted for submission at the DEEP Portal after the time specified on the Bid Due Date.

2.15 Modifications/ Substitution/ Withdrawal of Applications

- 2.15.1 The Bidder may modify, substitute or withdraw its Application after submission, provided that such modification, substitution or withdrawal is made prior to the Bid Due Date. No Application shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date except as provided in clause 2.15.3. The DEEP Portal shall provide the option to Bidders, after submission of the Application and the Bid, to withdraw and delete the Application and the Bid. By clicking on withdraw, Application and Bid will be withdrawn by the Bidders from the DEEP Portal and further submission will be allowed only by another login id on or before the Bid Due Date. While clicking on delete, Application and Bid saved on the DEEP Portal in encrypted form will be deleted and the Bidder may submit fresh Application and Bid with same login id on or before the Bid Due Date.
- 2.15.2 However, notwithstanding any other provision, all Bids submitted in e-Reverse Auction Stage and L1 Matching will be considered final and cannot be modified after the Bid has been accepted by the DEEP Portal.
- 2.15.3 Any alteration/ modification in the Application or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Nodal Agency, shall be disregarded.

D. EVALUATION PROCESS

2.16 Opening and Evaluation of Applications

- 2.16.1 The Nodal Agency shall open the Applications at [...] hours IST on the Bid Due Date, at a place to be specified and in the presence of the Bidders who choose to attend.
- 2.16.2 Application and Bid which are withdrawn in accordance with Clause 2.15, the envelope containing hard copy shall not be opened and payments if any made shall be refunded without any interest within [7] working days after declaration of Successful Bidder.
- 2.16.3 The Nodal Agency will subsequently examine and evaluate Applications in accordance with the provisions set out in the Bidding Process.
- 2.16.4 Bidders are advised that pre-qualification of Bidders will be entirely at the discretion of the Nodal Agency. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.16.5 Any information contained in the Application shall not in any way be construed as binding on the Nodal Agency, its agents, successors or assigns, but shall be binding against the Bidder if the Supply of Electricity is subsequently awarded to it on the basis of such information.

- 2.16.6 The Nodal Agency reserve the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s)/ Bid(s) without assigning any reasons.
- 2.16.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Nodal Agency may, in its sole discretion, exclude the relevant project from computation of the Technical Capacity of the Bidder.

2.17 Confidentiality

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

2.18 Tests of responsiveness

- 2.18.1 Prior to evaluation of Applications, the Nodal Agency shall determine whether each Application is responsive to the requirements of the Bidding Document. An Application shall be considered responsive if:
- (a) it is received as per format at Appendix-I.
 - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.9.3;
 - (c) it is digitally signed and uploaded as stipulated in Clauses 2.11 and 2.12;
 - (d) it is accompanied by the Power of Attorney;
 - (e) it contains all the information and documents (complete in all respects) as requested in this Bidding Document;
 - (f) it contains information in formats same as those specified in this Bidding Document;
 - (g) it contains certificates from its statutory auditors in the formats specified at Appendix-I of the Bidding Document for Power Station;
 - (h) it contains an attested copy of the banking system generated receipt by the Authorised Signatory or receipt of the Nodal Agency for payments towards the cost of the Bidding Process, fees submitted to PFCCL and Bid Security as specified in Clause 1.2.4;
 - (i) a legal opinion from the legal counsel of the Bidder with respect to the authority of the Supplier to enter into this Agreement and the enforceability of the provisions thereof;
 - (j) submitted the Capacity Certificate and evidence of the capacity of the Power Station;

- (k) it does not contain any condition or qualification; and
- (l) it is not non-responsive in terms hereof.

2.18.2 The Nodal Agency reserve the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Nodal Agency in respect of such Application. The Nodal Agency may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Application. Provided, however, the Nodal Agency may allow, in its discretion, any modification as provided under clause 2.15.

2.19 Clarifications and/ or Additional Information

2.19.1 To facilitate evaluation of Applications, the Nodal Agency may, in its sole discretion, seek clarifications and/ or additional information from any Bidder regarding its Application. Such clarification(s) and/ or additional information shall be provided within the time specified by the Nodal Agency for this purpose. Any request for clarification(s) and/ or additional information and all clarification(s) and/ or additional information in response thereto shall be provided in writing through email in desired format and hard copy.

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

E. QUALIFICATION

2.20 Pre-qualification and notification

- 2.20.1 After the evaluation of Applications, the Nodal Agency would announce a list of Qualified Bidders whose Bid shall be opened on the date specified in accordance with this Bidding Document. At the same time, the Nodal Agency would notify the other Bidders that they have not been pre-qualified. The Nodal Agency will not entertain any query or clarification from Bidders who fail to qualify.
- 2.20.2 The Bid Security submitted by the bidders who do not qualify after the evaluation of the Applications/non-Selected Bidder shall be refunded by the Aggregator, without any interest, to such Bidders within 7 working days of signing of APPP-II by Successful Bidder.

2.21 Submission of Bids

- 2.21.1 The Applicant will submit the Bid online in the form and manner to be set out in the Bidding Document.
- 2.21.2 The Bids of only Qualified Bidders shall be opened by the Nodal Agency on such date as specified in this Bidding Document. The Bidders are advised to examine the Bidding Documents, and to carry out such scrutiny and studies as may be required for submitting their respective Bids for award of the Supply of Electricity. No extension of time is likely to be considered for submission of Applications/ Bids.

2.22 Proprietary data

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

2.23 Correspondence with the Applicant / Bidder

Save and except as provided in this Bidding Document, the Nodal Agency shall not entertain any further correspondence with any Bidder in relation to the acceptance or rejection of any Application/ Bid.

3. CRITERIA FOR EVALUATION

3.1 Evaluation Parameters

- 3.1.1 Only those Applicants who meet the eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Clause 3. Applications of Applicants who do not meet these criteria shall be rejected.
- 3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters - Technical Capacity.

3.2 Technical Capacity For Purposes of Evaluation

- 3.2.1 Subject to the provisions of Clause 2.2, the Applicant must establish the minimum Technical Capacity specified in Clause 2.2.2. For a power station to qualify, Applicant should own and be responsible for operation, and shall include a power station built and operated on PPP, BOLT, BOO, BOOT, BOT, DBFOO or on other similar basis.
- 3.2.2 The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-II of Appendix-I.

4. E - REVERSE AUCTION AND L-1 MATCHING

- 4.1. After opening of the Bids of the Qualified Bidders who have qualified in the evaluation of their Applications, the DEEP Portal will rank the Bidders according to their Tariffs quoted in their Bids and offers on DEEP Portal.
- 4.2. In the event after opening of the Bids of the Qualified Bidders, two or more Bidders quote the same amount of Tariff (the "**e-Tender Tie Bidders**") the ranking shall be done on the basis of time of final submission of Application/ Bid.
- 4.3. The e-Reverse Auction shall start within 120 (One Hundred Twenty) minutes of opening of the Bids and shall continue for a period of next 60 (Sixty) minutes with auto extension of 10 (Ten) minutes, as applicable.

Provided that during the last 10 (Ten) minutes before the scheduled close time of e-Reverse auction, if a Bid is received which is lower than the lowest prevailing Bid recorded in the DEEP Portal 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 Bid received. This process of auto extension will continue till there is a period of 10 (ten) minutes during which no Bid is received which is lower than the prevailing lowest Bid.

- 4.4. During the e-Reverse Auction Stage, the Bidders will have the option of reducing the Tariff quoted by them at e-Tender Stage in their Bids in decrements of 1 (one) paise or multiples thereof and to increase the quantum of capacity quoted by them at e-Tender Stage by 1 MW or multiples thereof up to the Capacity corresponding to amount of Bid Security.
- 4.5. After the completion of e-Reverse Auction, the prevailing lowest Tariff would be visible to all the Bidders ("**Lowest Tariff**") and a time period of 30 (Thirty) minutes shall be given to the remaining Bidders for matching the Lowest Tariff ("**L-1 Matching**") as per clause 5.3. The Bidders matching the Lowest Tariff will also be required to give the break-up of the Tariff.

5. SELECTION OF BIDDER

- 5.1. Subject to the provisions of Bidding Document, the Bidder whose Bid is adjudged as responsive in terms of Bidding Document and who quotes the Lowest Tariff offered to the Nodal Agency after e-Reverse Auction, in conformity with the provisions of Clause 5.8 shall be declared as the selected Bidder(s) (the “**Selected Bidder(s)**”). In the event that the Nodal Agency rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 5.2. In the event that two or more Bidders quote the same amount of Tariff after completion of L-1 Matching (the “**L-1 Matching Tie Bidders**”) for
- the full Capacity Required;
 - one full Capacity Required and other part of the Capacity Required;
 - Capacity totalling more than the Capacity Required and
 - Capacity totalling to the Capacity Required,

the Nodal Agency shall identify the Selected Bidder as per the following principle:

- by time of submission of Application/ Bid will be the deciding factor ;
 - by declaring the Bidder who has offered full Capacity Required as the Selected Bidder; under
 - by declaring the Bidder with maximum Capacity as first Selected Bidder and other Bidder as second Selected Bidder with remaining Capacity and under
 - by declaring both the Bidders as the Selected Bidder with respective Capacity.
- 5.3. In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance or the capacity required is not met by the Lowest Bidder (the “first round of bidding”), the Nodal Agency may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the “second round of bidding”).
- 5.4. If in the second round of bidding (i.e. L-1 Matching), only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder.
- 5.5. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third lowest Bidder shall be the Selected Bidder. It is hereby clarified that the Nodal Agency will not accept the entire capacity offered of the last Lowest Bidder in the order of progression, in the event the Capacity Required gets fulfilled by a part thereof.
- 5.6. In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding as specified in Clause 5.3, the Nodal Agency may, in its discretion, invite fresh Bids (the “third round of bidding”) from all Bidders except the Lowest Bidder of the first round of bidding, or annul the Bidding Process, as the case may

be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Bid of the second lowest Bidder in the first round of bidding.

- 5.7. After selection, a Letter of Award (the “LoA”) shall be issued, in duplicate, by the Nodal Agency to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LoA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Nodal Agency may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 5.8. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Supplier to execute the APPP-II within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the APPP-II.

5.9. Contacts during Bid Evaluation

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

6. FRAUD AND CORRUPT PRACTICES

- 6.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Nodal Agency may reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 6.2. Without prejudice to the rights of the Nodal Agency under Clause 6.1 hereinabove, if an Bidder is found by the Nodal Agency to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or Bidding Document A issued by the Nodal Agency during a period of 2 (two) years from the date such Bidder is found by the Nodal Agency to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 6.3. For the purposes of this Clause 6, the following terms shall have the meaning hereinafter respectively assigned to them:

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

“fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

“coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

“undesirable practice” means establishing contact with any person connected with or employed or engaged by the Nodal Agency/Aggregator with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process;; and

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

7. PRE-APPLICATION CONFERENCE

- 7.1 A Pre-Bid meeting of the interested parties shall be convened at the designated date, time and place. Only those persons who have registered at the DEEP Portal for participating in the Bidding Process shall be allowed to participate in the Pre-Bid meeting. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 7.2 During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Nodal Agency. The Nodal Agency shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

8. MISCELLANEOUS

- 8.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 8.2 The Nodal Agency , in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to the Nodal Agency by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 8.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Nodal Agency , its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDIX I

Letter Comprising the Application for Pre-Qualification and Bid – to be uploaded during e-Tender Stage

To,

[The

.....

.....

.....

Ph. No. :

Fax No:

E-Mail:]

Sub: Application for pre-qualification and Bid for Procurement of Aggregated Power of [2500] MW – Supply of Electricity

Dated:

Dear Sir,

1. With reference to your Bidding Document dated[§], I/we, having examined the Bidding Document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid Supply of Electricity. The Application and Bid is unconditional and unqualified.
2. I/ We acknowledge that the Nodal Agency will be relying on the information provided in the Application and the documents accompanying such Application for pre-qualification of the Bidders for the aforesaid Supply of Electricity, and we certify that all information provided in the Application and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Qualified Bidder for the aforesaid Supply of Electricity and for sale of power to the Aggregator.
4. I/ We shall make available to the Nodal Agency any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. I/ We acknowledge the right of the Nodal Agency to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

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

6. I/ We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - 7.1 I/ We have examined and have no reservations to the Bidding Document, including any Addendum issued by the Nodal Agency
 - 7.2 I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Bidding Document, in respect of any tender or of the Bidding Document issued by or any agreement entered into with the Nodal Agency or any other public sector enterprise or any government, Central or State; and
 - 7.3 I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Bidding Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to open the Bid of the Bidders, without incurring any liability to the Bidders, in accordance with Clause 2.15.6 of the Bidding Document.
9. I/ We certify that in regard to matters other than security and integrity of the country, I/ we have not been convicted by a Court or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Supply of Electricity or which relates to a grave offence that outrages the moral sense of the community.
10. I/ We further certify that in regard to matters relating to security and integrity of the country, I/ we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
11. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/managers/ employees[§].
12. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of

[§] In case the Applicant is unable to provide the certification specified in para 11, it may precede the paragraph by the words, viz. "Except as specified in Schedule **** hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Nodal Agency will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are of a nature that could cast a doubt on the ability or suitability of the Applicant to undertake the Project.

the provisions of this Bidding Document, we shall intimate the Nodal Agency of the same immediately.

13. The Statement of Legal Capacity as per format provided at Annex-IV in Appendix-I of the Bidding Document, and duly signed, is enclosed.
14. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Nodal Agency in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Supply of Electricity and the terms and implementation thereof.
15. I/ We agree and undertake to abide by all the terms and conditions of the Bidding Document.
16. I/ We certify that in terms of the Bidding Document, our Technical Capacity is equivalent toMW (MW in words).
17. I/We offer a Capacity of {...MW} from {Capacity, Name and address of the Project} which conforms to Clause 1.1.2 of the Bidding Document out of the Capacity Required of {... MW} given under Clause 1.1.2 of the Bidding Document.
18. I/ We offer a Bid Security of Rs..... (Rupeesonly) to the Nodal Agency in accordance with the Bidding Document.
19. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
20. I/ We undertake to feed electric supply into the grid at a point that is economical and efficient, as determined by the RLDC or SLDC, as the case may be.
21. I/ We shall keep this offer valid for 120 (One Twenty) days from the Bid Due Date specified in the Bidding document.
22. I/ We hereby submit the following Bid and offer on DEEP Portal, as on the Bid Due Date, in accordance with the provisions of the Bidding Documents

A Tariff of Rs.... and paise ...[§] (Rupees .. and paise ..) per kWh comprising

- a. a Base Fixed Charge Rs.....and paise.....[§] (Rupeesand paise) per kWh equal to the cost of generation
- b. a Base Variable Charge of Rs.....and paise .. (Rupees ..and paise..) per kWh including
 - i. Rs.. and paise.. (Rupees .. and paise ..) per kWh as the cost of generation;
 - ii. Rs.. and paise .. (Rupees .. and paise ..) per kWh as the cost of transmission charge from the power station to delivery point;

iii. Rs.. and paise .. (Rupees .. and paise ..) per kWh as the cost of transmission loss from the power station to delivery point

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

Yours faithfully,

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

Place: Name and seal of the Applicant

ANNEX-I
Particulars of the Bidder

1.

Sr. No	Description	Details
1.	Name	
2.	Date of commencement of business	
3.	Address of the corporate headquarters	

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

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

Sr. No	Description	Details
1.	Name	
2.	Designation	
3.	Company	
4.	Address	
5.	Telephone Number	
6.	E-Mail Address	
7.	Fax Number	

4. Particulars of the Authorised Signatory of the Bidder:

Sr. No	Description	Details
1.	Name	
2.	Designation	
3.	Address	
4.	Telephone Number	
5.	E-Mail Address	
6.	Fax Number	

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

Name of Bidder:

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

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

ANNEX-II

Technical Capacity of the Applicant[@]

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

Item (1)	Refer Instruction (2)	Particulars of the Project (3)
Title of the Power Station		
Location		
Capital Cost of the Power Station	1	
Date of completion/ Commissioning	2	

[@] Provide details of only those projects that have been undertaken by the Bidder under its own name specified in Clause 2.2.7.

Instructions:

1. Provide the capital cost of the Project.
2. The date of commissioning of the project, upon completion, should be indicated.
3. Certificate from the Bidder's, as applicable, statutory auditor^{\$} must be furnished as per formats below for Power Station.

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

Certificate from the Statutory Auditor ^Φ

Based on its books of accounts and other published information authenticated by it, this is to certify that (*name of the Bidder*) is an equity shareholder in (*title of the project company*) and holds Rs.

..... cr. (Rupees crore) of equity (which constitutes% of the total paid up and subscribed equity capital) of the project company. The project was commissioned on (*date of commissioning of the project*).

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorised signatory)

Date:

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

- 4. In case the generating station is not under a separate SPV the following format shall be used, Certificate from the Applicant's statutory auditor must be furnished as per formats below for Power Station.

Certificate from Statutory Auditor regarding Eligible Projects

Based on its book of accounts and other published information authenticated by it, this is to certify that (*name of the Bidder*) having its registered office atown the (*name of Project*) from(*date*).

The project was commissioned on(*date of commissioning of the project*).

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of Date: the authorised signatory).

5. In the absence of any detail in the above certificates, the information would be considered inadequate and could lead to disqualification of the project.

ANNEX-III
Statement of Legal Capacity
(To be forwarded on the letterhead of the Applicant)

Ref.

Date:

To,

.....
.....
.....
.....

Ph. No. :

Fax No:

E-Mail:

Dear Sir,

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

ANNEX-IV
Particulars of the Power Station

Sr. No	Description	Details			
1.	Details of Applicant				
	a. Name of the Applicant				
	b. Date of commencement of business				
	c. Address of the corporate headquarters				
	d. Brief description of the Company including details of its main lines of business				
2.	Details of Power Station (from which capacity is offered)				
	a. Name of the Power Station				
	b. Location of Power Station (Specify place, District and State)				
	c. Unit and installed capacity of each unit (MW)	Unit No.	1	2	...
		Installed Capacity (MW)			
		COD / expected COD			
		Quantum of power contracted with other purchasers, if any (MW)			
		Details of surplus capacity (MW)			
	d. Total Proposed Supply of Electricity (MW) irrespective of power been supplied from any Unit				

Signature:
Name:
Designation:
Date:
Place:

APPENDIX II
Power of Attorney for signing of Application and Bid^s
(Refer Clause 2.3)

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

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ... DAY OF2.....

For

....

(Signature, name, designation and address)

Witnesses:

^s To be submitted in original.

Affixation of Common Seal

1.

(Notarised)

2

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- 2. Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as aboard or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

APPENDIX – III
Bank Guarantee for Bid Security

B.G. No.

Dated:

1. In consideration of you, *****, having its office at *****, (hereinafter referred to as the “Nodal Agency”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of(a company registered under the Companies Act, 1956/2013) and having its registered office at ((hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Procurement of Aggregated Power of [2500] MW (hereinafter referred to as the “Supply of Electricity”) pursuant to the Bidding Document dated issued in respect of the Supply of Electricity and other related documents including without limitation the draft Agreement for Procurement of Power under Pilot scheme – II (APPP-II) (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the Bidding Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Aggregator an amount of Rs. ***** (Rupees ***** only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Nodal Agency/ Aggregator stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Nodal Agency/ Aggregator is disputed by the Bidder or not, merely on the first demand from the Nodal Agency/ Aggregator stating that the amount claimed is due to the Nodal Agency/ Aggregator by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees ***** only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Nodal Agency/ Aggregator and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Nodal Agency/ Aggregator shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Nodal Agency/ Aggregator that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Nodal Agency/ Aggregator and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Nodal Agency/ Aggregator shall be entitled to treat the Bank as the principal debtor. The Nodal Agency/ Aggregator shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Nodal Agency/ Aggregator, and the Bank shall not be released from its liability under these presents by any exercise by the Nodal Agency/ Aggregator of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Nodal Agency/ Aggregator or any indulgence by the Nodal Agency/ Aggregator to the said Bidder or by any change in the constitution of the Nodal Agency/ Aggregator or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Nodal Agency/ Aggregator to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Nodal Agency/ Aggregator may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Nodal Agency/ Aggregator in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees ***** crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Nodal Agency/ Aggregator serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days from the Bid Due Date)].

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

(Signature of the Authorised Signatory)
(Official Seal)