 **GRIDCO Limited**

**REQUEST FOR SELECTION (RfS)**

**RfS No. GRIDCO/Odisha/93.95 MW/SHEP/01 dated 10-Jul-2025**

**Request for Selection (RfS) of Developers/Bidders for Setting up of Small Hydro Power Projects (SHEP) in Odisha having cumulative capacity of 93.95 MW and supply of energy to GRIDCO through Tariff Based Competitive Bidding (TBCB)**

**ISSUED BY:**

**GRIDCO Limited**

Janpath, Bhoinagar

Bhubaneshwar – 751 022

Odisha, INDIA

Tel. No.: 0674-2541127

Website: [www.gridco.co.in](http://www.gridco.co.in)

DISCLAIMER

Though adequate care has been taken while preparing this RfS document, Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to GRIDCO (this “Office) immediately. If no intimation is received from any Bidder within **fifteen (15) days from the date of uploading of RfS,** it shall be considered that the RfS document is complete in all respects and hasbeen received by the Bidder.

GRIDCO Limited reserves the right to modify, amend or supplement this RfS document including the draft PPA.

While this RfS has been prepared in good faith, neither GRIDCO nor their employees, advisors, consultants or associates make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS, even if any loss or damage is caused by any act or omission on their part.

Place: Bhubaneswar

Date: 10-Jul-25

# Bid Information Sheet

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| --- | --- |
| Document Description | Request for Selection (RfS) of Developers/Bidders for Setting up of Small Hydro Power Projects (SHEP) in the State of Odisha having cumulative capacity of 93.95 MW and supply of energy to GRIDCO through Tariff Based Competitive Bidding (TBCB). |
| RfS No. & Date | RfS No. GRIDCO/Odisha/93.95 MW/SHEP/01 dated 10-Jul-25 |
| Downloading of RfS/ Tender Document | From 10-July-2025 at 17:00 Hrs. to 08-Sepetember-2025 15:00 Hrs. |
| Pre-bid Conference/ Clarification Meeting | 24-July-2025 at 11:30 Hrs. |
| Meeting | GRIDCO Conference Hall, Bhoinagar, Janpath, Bhubaneswar – 751 022 |
| Last Date & time for  Online Submission of Response to RfS and  The documents as per the Clause No. 3.19.2 physically at GRIDCO office, Bhubaneswar | 08-Sepetember-2025 at 15:00 Hrs. |
| Bid Validity | 180 days from the last date of submission of Bid |
| Technical Bid Opening | 08-September-2025 at 17:00 Hrs. |
| Financial Bid Opening | Will be intimated later |
| E-Reverse Auction | Will be informed to Shortlisted Bidders |
| Cost of RfS Document (non-refundable) | Rs.10,000.00 (Rupees Ten Thousand only) Plus GST @18% (total of Rs. 11,800.00) per project to be submitted in the shape of a Demand Draft issued in favour of “RE NODAL AGENCY ACCOUNT”, payable at Bhubaneswar or through online mode.  Note: *Note: Bidders are required to submit the DD or UTR number along with the Techno-Commercial Bid else Bid shall be treated as non-responsive.* |
| Processing Fee  (non-refundable) | Rs. 1 Lakh plus applicable GST as on last date of bid submission (for each Project, to be submitted in the form of DD/ ONLINE along with the response to RfS in favour of “RE NODAL AGENCY ACCOUNT” payable at Bhubaneswar. |
| Earnest Money Deposit (EMD) | Earnest Money Deposit as per Annexure E to be submitted in the form of Bank Guarantee along with the response to the RfS. |
| Name, Designation, Address and other details (For submission of Response to RfS) | Chief Project Manager  Renewable Energy Nodal Agency  GRIDCO Ltd  Janpath, Bhoinagar  Bhubaneswar – 751 022  Odisha, INDIA |
| For any other query or information regarding the site or this document, Contact: | Name: Amrita Sarangi  Cell No: 9438363308 |
| Important Note: Prospective Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites www.gridco.co.in and tenderwizard.com. No separate notifications shall be issued for such notices/ amendments/ clarifications etc. in the print media, individually or otherwise. | |

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# Introduction and Selected Details

## Introduction

### GRIDCO Limited (hereinafter referred to as “GRIDCO” or the “Agency”) was incorporated on 20th April 1995 under Companies Act, 1956 as a wholly owned Government of Odisha undertaking. The Company obtained the certificate of commencement of business on 6th July 1995.

### The Government of Odisha is committed towards increasing the penetration of renewable energy, especially the Small Hydro power across the state of Odisha. This will help in electrifying the remote places and provide regular and reliable power supply. The state has cumulative Small Hydro target of 0.260 GW by FY 2030.

### In order to optimally exploit the Small Hydro power potential and augment power generation capacity in the state, GRIDCO is entrusted with the responsibility of promotion and development of renewable energy in Odisha. The Agency is desirous of appointing reputed Investors/ Project Developers/ Independent Power Producers in establishing and managing Small Hydro power projects in the different regions of the State.

### Bidders having experience as specified in the Qualification Criteria of this RfS are eligible to participate in this engagement process as per the given technical criteria in this RfS. The Bidder should have financial capability to undertake the assignment and key personnel with requisite experience in the field of development of Small Hydro energy projects as specified in this document.

### In order to fulfill the renewable purchase obligation (RPO) and to meet the future requirements of Discoms, GRIDCO, intends to procure Small Hydro power up to capacity of 93.95 MW through a Tariff Based competitive bidding (TBCB) process (conducted through electronically facilitated online web-based portal followed by an e-reverse auction) and shall enter into Power Purchase Agreement (PPA) with the Successful Bidders, based on this RfS for purchase of Small Hydro power for a period of 40 (Forty) years from the Commercial Operation Date (COD) of the Project (which may be extended under mutually agreed terms and conditions) based on the terms, conditions and provisions of this RfS.

### Up to 93.95 MW, project wise capacity may be allotted to Bidders with lowest tariffs discovered under the Tariff Based Competitive Bidding process (followed by e-reverse auction).

### No relaxation in any terms and conditions under this RfS are applicable to Central PSUs / State PSUs/ Government-controlled organizations.

## Details of power procurement

### The Bidders selected by GRIDCO based on this RfS, shall set up Small Hydro power projects in accordance with the provisions of this RfS document and the PPA. The PPA format is enclosed and can be downloaded from https://www.tenderwizard.com.

### GRIDCO shall enter into a PPA with the Successful Bidders project wise for a period of 40 (Forty) years from the COD of the Project (which may be extended under mutually agreed terms and conditions). The maximum tariff payable to Successful Bidder shall be fixed for 40 (Forty) years from the COD of respective Projects, as discovered through the e-bidding and e-reverse auction conducted vide this RfS.

## Eligible Project

### GRIDCO offers for development of 93.95 MW (cumulative capacity) Small Hydro Power Project at the proposed sites, as mentioned in Annexure F through TBCB mode along with E-Reverse Auction (E-RA), in accordance with the Odisha Renewable Energy Policy 2022 and proposes to procure the entire power generated from the developed project.

--- End of Section ---

# Definitions

In this RfS, unless the context otherwise requires, capitalized terms shall have the meaning given to them as mentioned below:“

### **Act**” or “**Electricity Act**” or “**Electricity Act, 2003**” shall mean the Electricity Act, 2003 and include any of its modifications, amendments and substitution from time to time;

### “**Affiliate**” shall mean a Company that, directly or indirectly, controls, or is controlled by, or is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least 26% (twenty-six percent) of the voting rights/ paid up share capital of the other Company.

### **“Authorized Signatory”** shall mean the authorized signatory of the bidder as per the Power of Attorney and Board Resolution issued by the Bidder.

### **“BDS”** shall mean Bid Data Scheet

### “**Bid”** or **“Bid Documents**” shall mean the response submitted by the bidders in accordance with the terms and conditions of this RfS.

### “**Bidder**”shall mean a Company or a consortium of Companies, which submits a Bid to GRIDCO in accordance with the provisions of this RfS;

### “**Bidding Consortium” or “Consortium**”means any combination of Companies that have formed a consortium or association by fulfilling the requirements set out in this RFP, including executing a consortium agreement, for the purpose of submitting a Bid and for developing, operating and maintaining one or more Units, if such consortium or association is declared as the Selected Bidder;

### “**Chartered Accountant**” shall mean a person practicing in India or a firm whereof all thepartners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;

### “**Company**” shall mean a body corporate incorporated in India under the Companies Act, 1956or the Companies Act, 2013 or any law in India prior thereto relating companies, as applicable;

### “**Commissioning**” Shall mean with respect to the Project/ Unit as certified by stakeholders (GRIDCO/OPTCL/DISCOM/Developer etc.) when allequipment as per rated capacity have been installed and energy has flown into the grid for the purpose of commercial operation;

### “**Commercial Operation Date**”shall mean, in relation to a Unit, the date on which the unit is declared as commercially operated and in relation to the Station, the date on which the last unit of the Station is commercially operated.;

### **“Contracted Capacity”** Shall mean AC capacity in MW contracted with GRIDCO for supply of power by the bidder to GRIDCO at the Delivery Point from the Project, based on which the PPA is executed with GRIDCO.

### **Act**” or “**Electricity Act**” or “**Electricity Act, 2003**” shall mean the Electricity Act, 2003 and include any of its modifications, amendments and substitution from time to time;

### “**Affiliate**” shall mean a Company that, directly or indirectly, controls, or is controlled by, or is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least 26% (twenty-six percent) of the voting rights/ paid up share capital of the other Company;

### **“Applicable Law”** shall mean all laws, bye-laws, statutes, treaties, ordinances, rules, policies, regulations applicable in India and the State of Odisha.

### **“Authorized Signatory”** shall mean the authorized signatory of the bidder as per the Power of Attorney and Board Resolution issued by the Bidder.

### **“BDS”** shall mean Bid Data Scheet

### “**Bid”** or **“Bid Documents**” shall mean the response submitted by the bidders in accordance with the terms and conditions of this RfS.

### “**Bidder**”shall mean a Company or a consortium of Companies, which submits a Bid to GRIDCO in accordance with the provisions of this RfS;

### “**Bidding Consortium” or “Consortium**”means any combination of Companies that have formed a consortium or association by fulfilling the requirements set out in this RFP, including executing a consortium agreement, for the purpose of submitting a Bid and for developing, operating and maintaining one or more Units, if such consortium or association is declared as the Selected Bidder;

### “**Chartered Accountant**” shall mean a person practicing in India or a firm whereof all thepartners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;

### “**Company**” shall mean a body corporate incorporated in India under the Companies Act, 1956or the Companies Act, 2013 or any law in India prior thereto relating companies, as applicable;

### “**Commissioning**” Shall mean with respect to the Project/ Unit as certified by stakeholders (GRIDCO/OPTCL/DISCOM/Developer etc.) when allequipment as per rated capacity have been installed and energy has flown into the grid for the purpose of commercial operation;

### “**Commercial Operation Date**”shall mean, in relation to a Unit, the date on which the unit is declared as commercially operated and in relation to the Station, the date on which the last unit of the Station is commercially operated.;

### **“Contracted Capacity”** Shall mean AC capacity in MW contracted with GRIDCO for supply of power by the bidder to GRIDCO at the Delivery Point from the Project, based on which the PPA is executed with GRIDCO.

### **“Contract Year”** shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:

In the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the PPA

### **“Day”** shall mean the calendar day

### “**Delivered Energy**”shall mean, with respect to any billing month, the net kilo watt hours (kWh) of electrical energy delivered to GRIDCO (i.e. Export Energy minus Import Energy), as measured by the energy meters at the Delivery Point during that Billing Month..

### “**Delivery Point/ Interconnection Point**”shall mean the point of connection at nearest 33/11 kV substation of DISCOM/OPTCL;

### “**Developer**” or “**Project Developer**” “**Small Hydro** **Project Developer**” shall mean the Successful Bidder that signs the Power Purchase Agreement (PPA) with GRIDCO for the purpose of developing Small Hydro power project(s) under the provisions of this RfP.

### **“DISCOM”** shall mean Electricity Distribution Companies of Odisha.

### “**Electricity**” shall mean the electrical energy in kilowatt-hours;

### “**Electricity Laws**” shall mean the Electricity Act, 2003 and the relevant rules, notifications, and amendments issued thereunder and all other laws in effect from time to time and applicable to the development, financing, construction, ownership, operation or maintenance or regulation of electric generating companies and utilities in India, the rules, regulations and amendments issued by OERC from time to time;

### “**Effective Date**” shall mean the date of signing of PPA by the Successful Bidder and GRIDCO;

### “**EMD**” shall mean Earnest Money Deposit;

### **“E-Procurement service provider”** shall mean M/s Tender Wizard

### **“E-Procurement website” shall mean** [www.tenderwizard.com/gridco](http://www.tenderwizard.com/gridco)

### "**Financing Documents**" shall mean the agreements and documents (including asset leasing arrangements) entered / to be entered into between the Bidder and the Financing Parties relating to the financing of the Project;

### “**Financing Parties**” means parties financing the Project, pursuant to Financing Documents;

### **“FY”** shall mean Financial Year

### **“GoO”** shall mean Government of Odisha

### **“GRIDCO”** shall mean GRIDCO Limited

### **“Group Company”** of a company means

1. a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the company; or
2. a Company in which the company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such company; or
3. a Company in which the company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise; or
4. a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the company whether through the ownership of securities or agreement or any other arrangement or otherwise, or
5. a Company which is under common control with the company, and control means ownership by one company of at least 26% (twenty-six percent) of the share capital of the other company or power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise;

Provided that a financial institution, scheduled bank, foreign institutional investor, non-banking financial company, or any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

### **“INR” or “Rs.”** shall mean Indian Rupees.

### **“Interconnection Point/Delivery Point/Metering Point”** shall mean a point at 33/11 kV, where the power from the Project is injected into the DISCOM/OPTCL Substation. Metering shall be done at this interconnection point where the power is injected into the substation of OPTCL/DISCOM. For interconnection with grid and metering, the BIDDERs shall abide by the relevant OERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

### **“Interested Parties” shall mean** a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium.

### **“IFSC”** shall mean Indian Financial System Code

### **“LoA”** shall meanthe letter issued by GRIDCO to the selected Bidder for award of the Project.

### “**Lead Member of the Bidding Consortium**” or “**Lead Member**”:There shall be only oneLead Member, having shareholding more than 51% in the Bidding Consortium, which cannot be changed till 1 year from the Commercial Operation Date (CoD) of the Project;

### “**Letter of Intent**” or “**LoI**”shall mean the letter issued by GRIDCO to the Successful Bidder for award of the Project;

### “**Member(s) in/ of a Bidding Consortium**” or “**Member**”shall mean a Company in a BiddingConsortium. Even in case of a Technology Partner being a member in the Consortium, it has to be a Company;

### **“INR” or “Rs.”** shall mean Indian Rupees.

### **“Interconnection Point/Delivery Point/Metering Point”** shall mean a point at 33/11 kV, where the power from the Project is injected into the DISCOM/OPTCL Substation. Metering shall be done at this interconnection point where the power is injected into the substation of OPTCL/DISCOM. For interconnection with grid and metering, the BIDDERs shall abide by the relevant OERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

### **“Interested Parties” shall mean** a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium.

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### “**Lead Member of the Bidding Consortium**” or “**Lead Member**”:There shall be only oneLead Member, having shareholding more than 51% in the Bidding Consortium, which cannot be changed till 1 year from the Commercial Operation Date (CoD) of the Project;

### “**Letter of Intent**” or “**LoI**”shall mean the letter issued by GRIDCO to the Successful Bidder for award of the Project;

### “**Member(s) in/ of a Bidding Consortium**” or “**Member**”shall mean a Company in a BiddingConsortium. Even in case of a Technology Partner being a member in the Consortium, it has to be a Company;

### **“Month”** Shall mean a calendar month

### “**Metering Point**” shall mean a point at 33/11 kV, where the power from the Project is injected into the DISCOM/OPTCL Substation. Metering shall be done at this interconnection point where the power is injected into the substation of OPTCL/DISCOM. For interconnection with grid and metering, the BIDDERs shall abide by the relevant OERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time;

### “**Month**” shall mean calendar month;

### “**Networth**” shall mean the Networth as per the formula given in this document;

### **“OERC”** shall mean Odisha Electricity Regulatory Commission;

### **“OPTCL”** shall mean Odisha Transmission Corporation Limited;

### “**Paid-up share capital**” shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013;

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

### “**Performance Bank Guarantee**” of “**PBG**” shall mean the irrevocable unconditional bank guarantee to be submitted by the successful bidder as per Section 3.9 of this RfS.

### “**Power Purchase Agreement**” or “**PPA**” shall mean the power purchase agreement signed between the Successful Bidder and GRIDCO project wise according to the terms and conditions of the standard PPA enclosed with this RfS;

### “**Project**” shall mean a Small Hydro power plant to be established by the Successful Bidder in Odisha;

### “**Project Site**” shall mean the site details provided by GRIDCO in the RfS;

### **“Promoter”** shall mean Promoter as defined in the Companies Act, 2013

### “**Project Capacity**” means the AC capacity of the Project at the generating terminal(s) and to be contracted with GRIDCO for supply electricity;

### “**Qualified Bidder**” shall mean the Bidders who meet the qualifications / eligibility requirements as per the terms and conditions of this RfS and thus qualified for opening of Financial Proposal.

### “**RfS**” of “**RfS Documents**” shall mean this Request for Selection document for purchase of power through Tariff Based Competitive Bidding (TBCB) process (followed by e-reverse auction) for 93.95 MW grid-connected Small Hydro power projects to be set up in of Odisha floated by GRIDCO including its annexures, amendments, corrigendum and clarifications thereof;

### “**SCOD**” or “**Scheduled Commercial Operation Date**” shall mean the date as declared by the Successful Bidder in the PPA which shall not exceed 30 (Thirty) months from the date of signing of PPA.;

### “**SEA**” means the State Energy Account issued by State Load Dispatch Centre, Odisha and its amendment thereto;

### “**Selected Bidder**” or “**Successful Bidder**” shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA;

### “**Shortlisted Bidder**” shall mean the Qualified Bidder who is shortlisted for e-reverse auction process as per the terms and conditions of this RfP;

### “**SLDC**” means the State Load Dispatch Center of Odisha;

### “**STU**” shall mean the State Transmission Utility i.e. OPTCL;

### “**TOE**” shall mean Tender Opening Event;

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

### “**Voltage of Delivery**” means the voltage at which the Electricity generated by the Project is required to be delivered to the STU/DISCOM periphery;

### “**Week**” shall mean calendar week;

--- End of Section ---

# Instruction to Bidders

## Obtaining RfS Document, Cost of Documents & Processing Fees

### The RfS document can be downloaded from the website of Tender Wizard (**https://www.tenderwizard.com)**. A link of the same is also available at <http://gridco.co.in/>. Interested Bidders have to download the official copy of RfS & other documents after logging into the Tender Wizard website by using the Login ID & Password provided by Tender Wizard during registration (Refer Annexure-C).

### The Bidders shall be eligible to submit/ upload the Bid Documents only after logging into the Tender Wizard website and downloading the official copy of RfS.

### Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable Processing Fee as mentioned in the Bid Information Sheet. The Bids submitted shall not be considered for the bidding and such Bids shall not be opened by GRIDCO without the following:

### Proof of payment of the Cost of RfS Document

### Proof of payment of the Processing fees

### Bank Guarantee against EMD/Proof of payment against EMD

## Total Capacity Offered, Project Scope

### **Total Capacity**

The total capacity of Small Hydro projects for bidding under this RfS is 93.95 MW. GRIDCO offers development of 93.95 MW (cumulative capacity) Small Hydro Power Projects at the proposed sites, as mentioned in Annexure F, through TBCB mode along with E-Reverse Auction (E-RA), in accordance with the Odisha Renewable Energy Policy 2022 and proposes to procure the power generated from the developed projects.

* Selection of Bidder for development and supply of power from Small Hydro Power Projects for a cumulative capacity of 93.95 MW will be carried out through e-bidding followed by E-Reverse Auction process.
* The Bidder may apply for a single project location or multiple project locations, offered under this RfS.

### **Threshold Tariff**

* The threshold tariff is set at ₹4.92/kWh for Small Hydro Electric Projects (SHEPs) below 5 MW capacity, and ₹4.84/kWh for SHEPs ranging from 5 MW to 25 MW capacity, both without escalation for a period of 40 years. Bidders quoting above these threshold tariffs will not be considered. The specified tariffs encompass all costs including transmission cost associated with the development of the SHEP and the supply of power to GRIDCO.
* Bidders in their interests may visit the proposed project sites, before submitting their proposals.

### **Project Scope:**

The Successful Bidder shall set up Project(s) including the transmission network up to the Delivery Point in line with **Section 3.7,** at its own cost (including but not limited to open access charges till the delivery point) and in accordance to the provisions of this RfS Document. All approvals, permits and clearances required for setting up of the Project (including connectivity) and those required from State Government and local bodies shall be in the scope of the Successful Bidder.

### **Duration of the Project:**

The tenure of the Project would be initially upto 40 (forty) years from the date of Commercial Operation of last unit of the Station and may be extended beyond the same on mutually agreed terms & conditions.

### **Energy Supplied from the Project:**

The entire energy generated from small hydro power project will be purchased by GRIDCO at the discovered tariff. GRIDCO shall sign a binding agreement with the Successful Bidder in the form of Power Purchase Agreement (PPA) backed by proper security mechanisms like Letter of Credit.

## Eligibility for Project Capacity Allocation

The following conditions shall be applicable to the Bidders for submission of Bids against this RfS. In order to identify Selected Bidder(s), GRIDCO shall follow a Bid Process comprising of a single stage 2 (two)-part process, followed by the e-reverse auction process, as explained below.

### Qualifications

Bidders are required to submit a Proposal consisting of 2 (two) parts: (i) the Technical Bid Proposal; and (ii) the Financial Bid Proposal. The Technical Bid Proposal shall be opened first. For Bidders whose Technical Bid Proposals are determined to be responsive, an evaluation of their financial eligibility will be done. Bidders who meet the minimum Networth requirement and whose Qualification Proposal is responsive shall be qualified for opening of their Financial Bid Proposal, i.e. the Qualified Bidder.

### Financial Proposal

GRIDCO shall open the Financial Proposals of only the Qualified Bidders to determine their responsiveness and to identify the Shortlisted Bidders. The Shortlisted Bidders shall be eligible to participate in the e-reverse auction process.

### E-Reverse Auction

The Shortlisted Bidders shall participate in the e-reverse auction process for determination of the Successful Bidder(s).

## Qualification Requirement

### **Nature of Bidding Entity**

1. Any Bidder, which is a Company or a Consortium, shall be eligible to submit a Bid. The term Bidder used in this RfS applies to both a single Company and a Consortium. For the avoidance of doubt, it is clarified that limited liability partnership (LLP) and limited liability companies (LLC) shall not be eligible to submit a Bid.
2. Where a Bidder is a single entity and is declared as the Successful Bidder, it may at its option form a Special Purpose Vehicle (SPV) Company to execute the Project agreements. However, if the Successful Bidder is a Consortium or a foreign company, then it will be mandatory for such Successful Bidder to incorporate an SPV Company to execute the Project agreements.
3. The shareholders of the Bidder will be required to continue to legally and beneficially hold 51% (fifty-one percent) of the total Equity with voting rights of the Bidder, from the date of submission of the Proposal until the completion of the Bid Process and, if the Bidder is determined to be the Selected Bidder and it chooses (in case of a Selected Bidder being a single entity) to incorporate an SPV, then until incorporation of the SPV.

In case of the Bidder being a Consortium, the shareholders of each Member of the Consortium (other than a Member being a listed company) will be required to continue to legally and beneficially hold up to 51% (fifty-one percent) of the total Equity with voting rights of the respective Member of the Consortium, from the date of submission of the Proposal until the completion of the Bid Process and, if the Bidder is determined to be Selected Bidder, then until incorporation of the SPV.

1. If the Successful Bidder is a single Company, then the Successful Bidder shall subscribe and hold at least 51% (fifty one percent) of the total equity and voting rights of the SPV from the date of incorporation of the SPV and until the expiry of a period of 1 (one) year from the last Unit COD. In the event that the Successful Bidder, which is a single Company, chooses not to incorporate an SPV, then the shareholders of the Successful Bidder, as on the date of submission of the Bid, should continue to hold at least 51% (fifty one percent) of the total equity and voting rights of the Successful Bidder until the expiry of a period of 1 (one) year from the last Unit COD, except in case of the Successful Bidder being a listed Company.
2. If the Successful Bidder is a consortium, then the Consortium and its Members shall, in addition to incorporating an SPV, comply with the following conditions:
3. The number of Members in such Consortium shall not exceed 3.
4. The Qualification Proposal submitted by the Consortium should contain the required information of each Member of the Consortium.
5. The Members of the Consortium shall nominate a Lead Member. Such nomination shall be supported by a Power of Attorney signed by all the Members of Consortium and shall substantially be in the form set out in Format 6.5. The Lead Member shall have the authority to represent all the Members of the Consortium during the Bid Process, and until the incorporation of the SPV.
6. The Consortium shall submit a binding and enforceable agreement to GRIDCO with its Bid, substantially in the form set out at Format 6.5.
7. Except as specifically permitted in accordance with the Bidding Documents, the Members of the Consortium shall not amend, vary or terminate the joint bidding agreement (Consortium Agreement) at any time during the validity period of the Bid and thereafter, until the expiry of a period of 1 (one) year from the last Unit COD, without the prior written consent of GRIDCO.
8. The Members of the Consortium shall undertake that they shall be jointly and severally responsible and liable for meeting all of the Small hydro Project Developer's obligations in relation to the Unit(s).
9. The Lead Member shall subscribe and hold not less than 51% (fifty one percent) of the total equity and voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 1 (one) year from the last Unit COD.
10. The Successful Bidder or the shareholders of the Successful Bidder, as the case may be, will be entitled to, seeking prior consent from GRIDCO, dilute its shareholding in the Equity Capital of the SPV or the Successful Bidder, as the case may be, below the levels stated above after the expiry of a period of 1 (one) year from the last Unit COD. Such dilution may be undertaken, if the transferee meets the Financial Eligibility Criteria of this RfS.

### **Technical Qualification requirement**

The Bidder must have experience in the Renewable energy sector in matters related to development of Small-Hydro/Hydro/PSP projects which must have commissioned in last 10 years.

## Eligibility for Project Capacity Allocation

Following conditions shall be applicable to the Bidders for submission of Bids against this RfS:

### A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single application.

### Multiple bids from same company including its Parent/ Ultimate Parent /Affiliates/Group Companies shall make all the bids submitted by the group invalid.

### The evaluation of bids shall be carried out as described in Section 4 of this RfS. The methodology of allocation of projects is elaborated in Section 4.

## Financial Elibility Criteria

### The Networth of the Bidder for the financial year ended on 31 March 2024 shall not be less than Rs. 2,50,00,000 /MW (Indian Rupees Two Crore fifty lakhs Only per megawatt) of the capacity quoted.

### Bidders shall have to furnish a Certificate from Chartered Accountants, certifying the Networth per MW of quoted capacity as on 31st March, 2024. For avoidance of any ambiguity, “Networth” shall be calculated as follows:

*Networth = (Equity + Reserves) – (Revaluation reserves+ intangible assets + miscellaneous expenses to the extent not written off + carried forward losses).*

### Pursuant to evaluation of Networth criteria as part of technical Bid, if it is found by GRIDCO that the Bidder is eligible for lesser projects than the quantum for which Bid has been submitted, then the Bidder shall be qualified for such lesser quantum. Evaluation of the Networth criteria for a bidder against a particular project shall be done as per Annexure-G

## Connectivity With The Grid

### The Projects shall be designed for delivery of energy at STU/DISCOM periphery.

### The responsibility of getting the grid connectivity with STU/DISCOM shall lie with the Successful Bidder. The Successful Bidder shall submit documentary evidence for securing connectivity with grid from STU within 9 (nine) months from the date of issuance of LoI.

### The transmission of power up to the point of interconnection and energy accounting infrastructure shall be the responsibility of the Small Hydro Power Developer. The Small Hydro Power Developer shall construct and maintain the transmission line upto the OPTCL/DISCOM substation from the plant boundary. The Developer shall hand over the transmission line after completion of construction to OPTCL/DISCOM. The maintenance of the transmission system up to the interconnection point shall be the responsibility of the Small Hydro Power Developer.

### The arrangement of connectivity shall be made by the Small Hydro Power Developer through a dedicated transmission line. The entire cost of transmission including cost of construction and maintenance of line shall be borne by the Small Hydro Power Developer.

### The Successful Bidder shall comply with OERC regulations on forecasting, scheduling and deviation settlement, as applicable from time to time.

## Clearances Required from the State Government and Other Local Bodies

### The Successful Bidders are required to obtain all necessary clearance and permits as required for setting up the Projects.

## Earnest Money Deposit (EMD) and Performance Bank Guarantee (PBG)

### Project wise Value of EMD and PBG is annexed as per Annexure-E.

### The Bidders are required to submit EMD for the maximum capacity which they wish to offer. The EMD should be in the form of Bank Guarantee issued by any Nationalized/Scheduled Commercial bank, in the format as provided in this RfS or Electronically transfer to account mentioned below:

Bank Details for Online Payment

A/C Name: RE NODAL AGENCY ACCOUNT

Bank Name- HDFC Bank

Branch Name: CHANDRASEKHARPUR, BHUBANESWAR

Account No. 50200079352520

IFSC Code: HDFC0001252

Bids shall be summarily rejected if EMD of the stipulated amount is not accompanied by with the bid. It is to be noted that the EMD shall carry no interest.

One EMD may be submitted for the cumulative capacity quoted by the Bidder and the hard copy of the Bank Guarantee or Proof of payment shall be sent at the GRIDCO address

### Earnest Money Deposit (EMD) per Project in the form of bank guarantee according to Format 6.3 A and valid for 6 (six) months from the last date of Bid submission, shall be submitted by the Bidder along with their Bid failing which the Bid shall be summarily rejected. The bank guarantees towards EMD shall be in the name of the Bidder/ Lead Member of Bidding Consortium.

### The Bidder shall furnish the bank guarantees towards EMD from any of the banks listed in Annexure-B in favor of GRIDCO.

### The Successful Bidders are required to sign PPA with GRIDCO in line with the timeline given as per this RfS. In case the Successful Bidder refuses to execute the PPA within the stipulated time period or the extended time period allowed by GRIDCO, the bank guarantee equivalent to EMD shall be encashed by GRIDCO as penalty. GRIDCO shall release the EMD of unsuccessful Bidders within 15 (fifteen) days of the date of issue of LoI to Successful Bidder.

### The bank guarantees against EMD shall be returned to the Successful Bidders after PBGs submitted by them are verified by GRIDCO and PPA is signed with GRIDCO.

### Performance Bank Guarantee (PBG):SuccessfulBidders selected by GRIDCO based on thisRfS shall submit Performance Bank Guarantee prior to signing of PPA. It may be noted that Successful Bidders shall submit the Performance Bank Guarantee according to the **Format 6.3 B**, issued in favor of GRIDCO, for a value per project mentioned in Annexure-F with a validity period **up to 36 months** from the date of signing of PPA. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the bank guarantee/amount submitted towards EMD shall be returned by GRIDCO to the Successful Bidder.

### The PBGs shall be returned to the Successful Bidders immediately after successful commissioning of the respective Projects, after considering any penalties due to delays in commissioning as per provisions stipulated in **Section 3.13**.

### The Successful Bidder shall furnish the PBGs from any of the banks listed at **Annexure - B** to GRIDCO.

### The format of the bank guarantees prescribed in the Formats 6.3 A (EMD) and 6.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/ PBG and consequently, the Bid. In case of deviations in the formats of the bank guarantees, the corresponding PPA shall not be signed.

### All bank guarantees shall be executed on non-judicial stamp paper of Rs. 100/- (Rupees Hundred Only).

### All expenditure towards execution of bank guarantees such as stamp duty etc. shall be borne by the Bidder.

### In order to facilitate the Bidders to submit the bank guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-A has been attached. Bidders are advised to take note of the checklist while submitting the bank guarantees.

## Forfeiture of EMD

### The bank guarantee towards EMD shall be encashed by GRIDCO in following cases:

1. If the Bidder withdraws or varies the Bid after due date and time of Bid submission or during the validity of the Bid;
2. In case, GRIDCO offers to execute the PPA with the Successful Bidder and if the Successful Bidder does not submit the requisite documents as per **Section 3.12** or does not execute the PPA within the stipulated time period;
3. If after date of issue of LoI, it is found that the documents furnished by the Bidder during RfS are misleading or misrepresented in any way and that relevant facts have been suppressed or distorted;
4. If the Bidder fails to furnish required Performance Bank Guarantee in accordance with Section 3.9.

## Power Purchase Agreement (PPA)

### PPA shall be executed between GRIDCO and Successful Bidders or its Special Purpose Vehicle (SPV). A copy of the standard Power Purchase Agreement is attached along with this RfS. The PPA shall be signed within 1 (one) month from the date of issue of Letter of Intent (LoI). The PPA shall be valid for a period of 40 (Forty) years from the date of COD as per provisions of PPA.

### Before signing the PPA between GRIDCO and the Successful Bidder, GRIDCO shall verify the documents including copy of complete documentary evidences pertaining to shareholding of the Project Company.

### The Successful Bidder shall be free to operate their Projects after expiry of the 40 (Forty) year term from the COD of the Project, if other conditions like land lease etc. permits. However, any extension of the PPA period beyond 40 (Forty) years from the COD of the Project shall be through mutual agreements between the Successful Bidder and GRIDCO, which is outside the scope of this RfS.

## Financial Closure or Project Financing Arrangements

### The Successful Bidder shall report tie-up of financing arrangements for the Projects within 9 (none) monthsfrom issue of LoI.

### The Successful Bidder shall furnish thefollowing documents along with financial closure within 9 (nine) months of issue of LoI:

1. Submit power evacuation / connectivity agreement of Successful Bidder with STU/DISCOM.
2. Evidence of clear possession of required land along with the following documentary evidences:
3. Ownership right or lease hold rights or right to use from concerned authority for entire term of the PPA in the name of Successful Bidder.
4. Sworn affidavit from the authorized personnel of the Successful Bidder listing the details of the land and certifying total land required for the Project under clear possession of the Successful Bidder.
5. Copy of key plan drawing showing survey number, plot number, point of installation of Small Hydro Project with capacity.

### GRIDCO may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the Small Hydro Power Developer, terminate the Power Purchase Agreement in whole or in part if the Small Hydro Power Developer fails to deliver or execute as per Clause No. 3.12.1 and Clause No. 3.12.2 within the stipulated time, or any extension thereof granted by GRIDCO.

## Commissioning and Penalty For Delay In Commissioning

### The Commissioning of the Projects shall be carried out by the Successful Bidder selected based on this RfS**.** in line with the Standard Operating Procedure (SoP) and Checklist notified by Government of Odisha dtd 14.04.2025 and their amendments time to time.

|  |  |
| --- | --- |
| **Capacity** | **SCOD** |
| Small Hydro Power Plant | 30 Months from PPA signing |

### If the developer is unable to achieve commissioning by the Scheduled Commercial Operation Date (SCOD), they must submit a formal request for an extension of the SCOD. If the extension is granted on the grounds of force majeure, no penalty will be imposed on the developer. In such cases, the project must still be commissioned by the revised SCOD. However, if the developer fails to meet the SCOD and the delay is attributable to the Small Hydro Power Developer, GRIDCO reserves the right to encash the Performance Bank Guarantee (PBG) in accordance with the following provisions:

1. If the developer could not achieve commissioning before / on the due date of Scheduled Commercial Operation Date (SCOD) and requests an extension of the SCOD beyond the due date, a penalty of ₹20,000 per MW per day shall be applicable for each day of delay attributable to the developer. In such cases, the RE Nodal Agency will assess the validity of the delay and issue a demand notice to the developer for payment of the computed penalty amount. Upon receipt of the payment and submission of an extended CPBG, RE Nodal Agency will issue an SCOD extension notice to the developer after taking due approvals. If the developer fails to submit the computed penalty amount, GRIDCO reserves the right to recover this amount from the Contract Performance Bank Guarantee (CPBG) before issuing the SCOD extension notice/ CoD Certificate to the bidder, as applicable. This process shall continue until the CoD Certificate for the Station is issued to the developer by RE Nodal Agency.

## ISSUANCE OF COD CERTIFICATE

### COD Certificate shall be issued by the Renewable Energy Nodal Agency (RENA) to the developer as per the Standard Operating Procedure (SoP) and Checklist notified by Government of Odisha, their amendments time to time, and the terms and conditions laid down in the RfS and PPA.

## Minimum paid up Share Capital To Be Held By Project Promoter

### The Company developing the Project shall provide complete information in their Bid in reference to RfS about the Promoters and their shareholding in the company indicating the controlling shareholding before signing of PPA with GRIDCO.

### No change in the shareholding of the Bidding Company or Bidding Consortium developing the Project shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

### After execution of PPA, the controlling shareholding (controlling shareholding shall mean more than 26% of the voting rights and paid-up share capital) in the Company/ Consortium developing the Project shall be maintained for a period of (1) one year after commencement of supply of power. Thereafter, any change can be undertaken under intimation to GRIDCO and GRIDCO. Transfer of controlling shareholding within the same group of companies will however be allowed after COD, with the permission of GRIDCO and GRIDCO, subject to the condition that, the management control remains within the same group of companies.

### In the event of change in shareholding or substitution of promoters triggered by the financial institutions leading to signing of fresh or amended PPA having same terms and conditions with a new entity, an amount of Rs. 10,00,000/- (Rupees Ten Lakh only) per Project per transaction as Facilitation Fee (non-refundable) shall be deposited by the Small Hydro Project Developer to GRIDCO. However, the new entity shall meet the Financial Eligibility Criteria of this RfS.

## Structuring of the Bid Selection Process

### Single stage, 2 (two)-part bidding followed by e-reverse auction has been envisaged under this RfS. Bidders have to submit both Technical Bid and Financial Bid (Tariff) together in response to this RfS online. The preparation of Bid proposal has to be in the manner described in **Section 3.19.**

## Instruction To Bidders For Structuring Of Bid Proposal In Response To RFS

### The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS.

### Detailed instructions shall be followed by the Bidders for online submission of response to RfS as stated at **Annexure** **–** **C.**

### Submission of Bid proposals by Bidders in response to RfS shall be in the manner described below:

1. Covering Letter as per Format 6.1.
2. Proof of payment towards Cost of RfS Document.
3. Earnest Money Deposit (EMD) in the form as per **Format 6.3 A**.
4. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as Format 6.2.
5. In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Section. Provided that, such Board Resolutions/ Power of Attorney shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.
6. Board Resolutions, as per prescribed formats enclosed as **Format 6.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
7. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects, to sign the PPA with GRIDCO. Board Resolution from each Consortium Member in favour of the person signing Consortium Agreement;
8. Board Resolution from the Bidding Company committing 100% (one hundred percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (one hundred percent) of equity requirement for the Project (in case of Bidding Consortium); and
9. Board Resolution from each of the Consortium Members and Lead Member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other embers in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
10. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 6.5** along with Board Resolution from each Member of the Consortium for participating in Consortium.
11. Format 6.8: Format for Disclosure.
12. Attachments:
13. Memorandum of Association (MoA)/ Article of Association (AoA): Section of MoA/ AoA needs to be attached along with the Bid. The Bidder shall also highlight the relevant provision which highlights the objects relating to generation and sale of power/ energy/ renewable energy/ Small Hydro power plant development.

* In case, there is no mention of the provisions in the MoA/ AoA of the Bidder, the same has to be amended and submitted prior to signing of PPA, if the Bidder is a Successful Bidder.
* If the Successful Bidder wishes to execute the Project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to power/ energy/ renewable energy/ Small Hydro power plant development has to be submitted prior to signing of PPA.

1. Certificate of incorporation of Bidder/ all Members of the Consortium.
2. A certificate of shareholding of the Bidder company, its Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 1 (one) week prior to the last date of Bid submission.
3. Documents containing information about the Promoters and their shareholding in the Bidder company/ Consortium Member (as on a date within 1 (one) week prior to the last date of Bid submission) to GRIDCO indicating the controlling shareholding at the stage of submission of response to RfS to GRIDCO as per Section 3.15. GRIDCO reserves the right to seek additional information relating to shareholding in promoter companies, their Parents/ Ultimate Parents and other group companies to satisfy themselves that RfS conditions have been complied with and the Bidder shall ensure submission of the same within the required timelines.
4. Certified copies of annual audited accounts for the last financial year, i.e. FY 2023-24/FY 2024-25 shall be required to be submitted; OR in case the Bidder is a newly formed company, then the certificate issued by a Chartered Accountant with certified copy of balance sheet, profit & loss account, schedules and cash flow statement supported with bank statement (if available) shall be required to be submitted.
5. Certificate from Chartered Accountants, certifying the Networth of the Bidder per Bid capacity as on 31st March 2024/31st March 2025.

### Response submitted by the Bidder shall become the property of the GRIDCO and GRIDCO shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Section 3.9.5.

### All documents of the response to RfS (including RfS, PPA and all other documents uploaded on https://www.tenderwizard.com as part of this RfS) submitted online must be digitally signed by the person authorized by the Board as per Format 6.4.

### The response to RfS shall be submitted as mentioned in Section 3.19. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, GRIDCO reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

### The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the ‘Time Locked Electronic Key Box (EKB)’ after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

### All the information should be submitted in English language only. In case of foreign Bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.

### Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.

### Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, shall be liable for rejection by GRIDCO.

### Response to RfS not submitted in the specified formats shall be liable for rejection by GRIDCO.

### Bidders delaying in submission of additional information or clarifications sought within the timeframe specified by GRIDCO shall be liable for rejection.

### Non submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of GRIDCO of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.

### Only OERC and/ or High Court of Orissa shall have exclusive jurisdiction in all matters pertaining to this RfS.

## Non-Responsive Bid

### The electronic response to RfS submitted by the Bidder along with the documents submitted offline to GRIDCO shall be scrutinized to establish “Responsiveness of the Bid”. Each Bidder’s response to RfS shall be checked for compliance with the submission requirements set forth in this RfS. Any of the following conditions shall cause the Bid to be “Non-responsive”:

1. Non-submission of cost of RfS and/or processing fee as mentioned in the Bid Information Sheet;
2. Non-submission of EMD in acceptable form;
3. Response to RfS not received by the due date and time of Bid submission;
4. Non-submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part offline before due date and time of submission of Bid;
5. Non-submission of the original documents mentioned at **Section 3.19** by due date and time of Bid submission;
6. Any indication of tariff in any part of response to the RfS, other than in the Financial Bid;
7. Data filled in the electronic form of Financial Bid, not in line with the instructions mentioned in the same electronic form;
8. In case it is found that the Bidding Company including Ultimate Parent Company / Parent Company/ Affiliate / Group Companies have submitted more than one response to this RfS, then all Bids submitted by these parties shall be treated as non-re sponsive and rejected;
9. Conditional Bids shall be summarily rejected.

## Method of Submission of Response to RfS by The Bidder

### The bidder may participate in a single project or multiple projects based on its eligibility. For participation in multiple projects the bidder has to submit separate bids for each individual project as per this RfS.

Bidder are required to submit their bids both in hard copy (except financial bid) as well as soft copy. However, for techno-commercial and financial evaluation purpose, Online proposal shall be considered. In the event of any discrepancies between the offline and online submissions, the online submission will be considered final for evaluation purposes. However, the hard copy must still be dispatched on the same day via courier or speed post.

### Failure to comply with above requirement will render the bid incomplete, leading to the encashment of the Cost of RfS and Processing Fee, and forfeiture of the EMD(s).

Bidders are required to adhere following Method of submission

### Technical Bid

The bidder shall submit and upload the single technical bid for individual project or multiple projects containing the following documents with duly signed and stamped on each page by the authorized person mentioned below:

* Demand Draft/proof Online payment towards Cost of RfS Document as mentioned in Bid Information Sheet.
* Bank Guarantee/Demand Draft/proof of online payment towards EMD as mentioned in Bid Information Sheet.
* Processing Fee in the form Demand Draft /proof of online payment as mentioned in the Bid Information Sheet
* Format for covering letter (Format 6.1)
* Format for Power of Attorney (Format 6.2) (Applicable only in case consortium)
* Format for Earnest Money Deposit (EMD) (Format 6.3 A) (Applicable for EMD to be deposited through BG)
* Format for Board Resolutions (Format 6.4)
* Format for the Consortium Agreement (Format 6.5) (Applicable only in case consortium)
* Format for Financial Requirement – Net Worth (Format 6.6)
* Format for Letter from STU/ DISCOM (Format 6.7)
* Format for Disclosure (Format 6.8)
* Format for proof of Technical Experience (Format 6.9)
* All supporting documents regarding meeting the eligibility criteria.

For Hard copy submission, Bidders are required to submit the bid in a bidding envelope. The Bidding envelope shall contain the following sticker: (Illustration)

|  |  |
| --- | --- |
| **RESPONSE TO RFS FOR SETTING UP OF SMALL HYDRO POWER PROJECTS (SHEP) in ODISHA HAVING CUMULATIVE CAPACITY OF 93.95 MW AND SUPPLY OF ENERGY TO GRIDCO THROUGH TARIFF BASED COMPETITIVE BIDDING (TBCB)** | |
| RfS Reference No. | [Enter RfS No.] |
| Submitted by: | [Enter full name of Bidder Company]  [Enter address of Bidder Company] |
| Authorized Signatory: | [Signature of the Authorized Signatory]  [Name & designation of the Authorized Signatory]  [Stamp of the Bidder Company] |
|
| Bid Submitted to: | Chief Project Manager  Renewable Energy Nodal Agency  GRIDCO Limited (GRIDCO)  Janpath, Bhoinagar  Bhubaneswar -751 022  Odisha  Tel. No. 0674-2541 127  Website: www.gridco.co.in |

Bidding envelope shall contain two envelope as follows:

1. One envelope contains the following

* Demand Draft/proof Online payment towards Cost of RfS Document as mentioned in Bid Information Sheet.
* Bank Guarantee/Demand Draft/proof of online payment towards EMD as mentioned in Bid Information Sheet.
* Processing Fee in the form Demand Draft /proof of online payment as mentioned in the Bid Information Sheet

1. Second envelope contains the following

* Format for covering letter (Format 6.1)
* Format for Power of Attorney (Format 6.2) (Applicable only in case consortium)
* Format for Earnest Money Deposit (EMD) (Format 6.3 A) (Applicable for EMD to be deposited through BG)
* Format for Board Resolutions (Format 6.4)
* Format for the Consortium Agreement (Format 6.5) (Applicable only in case consortium)
* Format for Financial Requirement – Net Worth (Format 6.6)
* Format for Letter from STU/ DISCOM (Format 6.7)
* Format for Disclosure (Format 6.8)
* Format for proof of Technical Experience (Format 6.9)
* All supporting documents regarding meeting the eligibility criteria.

### Financial bids (To be submitted online only)

Financial Bids/Tariff Proposals for the Projects shall have to be filled online in the Electronic Form provided at the https://www.tenderwizard.com. The instructions mentioned in the Financial Bid electronic form have to be strictly followed without any deviation; else the Bid shall be considered as non-responsive.

The bidders will have to submit financial bid quoting a tariff (Rupees per kWh) for the project. Tariff can be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is ₹3.337, then it shall be considered as ₹3.33).

**Important Note:**

1. Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
2. In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
3. All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the Envelopes.

## Validity of the Response to RfS

### The Bidder shall submit the response to RfS which shall remain valid up to One Hundred Eighty (180) days from the last date of submission of response to RfS (“Bid Validity”).In exceptional circumstances, before the expiration of the bid validity period, GRIDCO may request the bidder to extend the period of validity of their bids. The request and responses shall be made in writing. If bidder does not agree to extend the period of bid validity, then the bidder may exit the tendering process without forfeiture of its EMD.

## Bid Preparation Cost

### The Bidder shall be responsible for all the costs associated with the preparation of the response to RfS and participation in discussions and attending pre-bid meeting(s), site visits, etc. GRIDCO shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Bid process.

## Clarifications/ Pre-Bid Meeting/Enquiries/Amendment

### Clarifications sought, if any by the Bidders, on RfS document may be e-mailed and/or conveyed through https://www.tenderwizard.com up to not less than 3 (three) days prior to the Pre-bid Meeting. The query/ clarification shall be sought by the Bidder as per the format given in Format 6.11. GRIDCO will make effort to respond to the same in the Pre-bid Meeting to be held as mentioned in the Bid Information Sheet.

### GRIDCO’s response will be uploaded in the website <https://www.>tenderwizard.com. No separate reply/ intimation will be given for the above elsewhere.

### A Pre-bid Meeting shall be held as mentioned in the Bid Information sheet (venue to be notified later on GRIDCO’s website or Tender Wizard Portal).

### At any time before the deadline for submission of the Bids, GRIDCO may amend the RfS by issuing addenda/corrigenda etc. Any addenda/corrigenda etc, if issued by GRIDCO, shall be part of the RfS. The Bidder shall visit GRIDCO’s website for any addendum / modification / errata / corrigendum etc.

### GRIDCO, at its discretion for any reason at its initiative, may add, modify or remove any element of the Works entirely or any part thereof from the bid document till the time of deadline for submission of bid. All Bidders will be notified of any such change.

### To provide prospective Bidder reasonable time to take the amendments into account in preparing their bids, GRIDCO may, at its discretion, extend the last date for the submission of Bids.

## Right of GRIDCO to reject a Bid

### GRIDCO reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability.

--- End of Section---

# Bid Evaluation and Selection of Projects

## Bid Evaluation

### Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in **Section 3** of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent sub-sections in this Section.

## Techno-commercial Evaluation of Bidders

### Step 1: Technical Bid Evaluation

1. Technical Bid of only those bidders will be opened by GRIDCO whose required documents as mentioned at **Section 3.19** are submitted in both online and offline **mode on or before the due date and time of bid submission.**
2. Documents (as mentioned in the previous section) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.
3. Subject to **Section 3.19**, GRIDCO will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, GRIDCO may seek clarifications / additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by GRIDCO within **5 days** from the date of such intimation from GRIDCO. All correspondence in this regard shall be made through email only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. GRIDCO shall not be responsible for rejection of any bid on account of the above.
4. The technical bid response submitted by the Bidder shall be scrutinized to establish Techno- Commercial eligibility as per RfS.

### Step 2: Financial Bid Evaluation

The financial bid of techno-commercially qualified bidders shall be opened. In this step, evaluation shall be done based on the “Tariff” (Rupees per kWH) quoted by the bidders in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the e-Reverse Auction.

1. On completion of Techno-commercial bid evaluation, if it is found that the total aggregate capacity of the Small Hydro Power Projects short-listed is lower than or equal to Individual project capacity, then the procedure as elaborated in **Section 4.3** shall be followed.

*Note: After completion of Techno-commercial bid evaluation if it is found that only one bidder per project is eligible. opening of the financial bid of the Bidder will be at the discretion of GRIDCO. In such case, if GRIDCO wants to continue with selection process, the selection of that single bidder may be done with consent of Hon’ble OERC.* If the first-round tariff quoted is same for two or more bidders, then the time stamping of bid submission shall be considered for preparation of ranking list.

Project wise E-reverse auction shall be carried out amongst all qualified bidders except highest quoted (H1) tariff bidder.

## Step 3: Reverse Auction

### The e-Reverse Auction shall be conducted on https://www.tenderwizard.com. E-Reverse Auction shall be carried out as specified in “Bid Information Sheet” of this RfS.

### The E-RA will be conducted sequentially, starting with Project-1, followed by Project-2, Project-3, and continuing in this manner until all projects are completed.

### Shortlisted bidders for e-Reverse Auction (e-RA) will be able to login into https://www.tenderwizard.com of reverse auction 15 minutes before the start time of reverse auction.

1. During the 15 minutes prior to start of reverse auction process, the respective tariff along with the project capacity of the bidder shall be displayed on its window.
2. Name of bidders shall not be disclosed during the e-RA process. Name of bidders shall be anonymously masked in e-RA process.
3. In case of RA, start/reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can be one or multiple step decrement lower than the prevailing lowest bid at that time. The bidder shall be able to view Bid start Price, Bid decrement Value, Prevailing lowest Bid value, last bid placed by him and time left for bidding.
4. The base tariff shall be project wise L1 tariff discovered during first round of financial evaluation.
5. The minimum decrement value for tariff shall be ₹ 0.01 per kWh.
6. Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value mentioned in the previous Section. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
7. During Reverse Auction, the bidder shall not have the option of changing the project capacity while quoting tariff during reverse auction.
8. In the bidder’s bidding window, the following information can be viewed by the bidder:
9. Its tariff as their initial start price and there after last quoted tariff along with project capacity for which the bidder is qualified;
10. The list of all the Bidders with their following details: Pseudo identity, last tariff and project capacity
11. The initial auction period will be of 30 minutes (thirty minutes) with a provision of auto extension by ten (10) minutes from the scheduled/extended closing time. If any fresh lower bid is received in last ten (10) minutes of auction period or extended auction period, the reverse auction process shall get extended automatically for another 10 (ten) minutes. In case, there is no bid received during scheduled/extended slot, then the reverse auction process shall get closed automatically without further notice.
12. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the period of e-reverse auction to avoid complication related with internet connectivity, network problem, system crash down, power failure etc.
13. After conclusion of e-Reverse Auction i.e (Closing Price in Reverse Auction will be taken as offered price by the L1 bidder), decrease in price of individual head of the template shall be considered proportionately on all individual line items of the respective head of the price schedule of the successful L1 bidder.
14. Any bid received at the tender wizard server end subsequent to closure of the e-RA shall be summarily rejected and shall not be considered as a valid bid under whatsoever circumstances. For this purpose, tender wizard server log shall prevail.
15. The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders. During Reverse Auction, if no bid is received within the specified time, GRIDCO, at its discretion, may decide to close the reverse auction process/ proceed with conventional mode of tendering [price bid/tariff bid submitted by bidders earlier].
16. The bidder shall furnish compliance form as per Annexure D

## Selection of Successful bidders

### Bidder who quotes lowest tariff per kWh, for each individual project, during e-reverse auction will be selected as the Winner (L1).

### If the bidder is ranked as L1 for 2 projects, then the Price Bid of such bidder for 3rd project will not be opened.

### At the end of selection process, a Letter of Intent (LoI) will be issued to all the successful bidders. In case Consortium being selected as Successful Bidder, the LOI shall be issued to the Lead Member of the Consortium. In all cases, GRIDCO’s decision regarding selection of bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

### If the L1 bidder fails to accept the Letter of Intent (LOI) within 7 days of its issuance, GRIDCO reserves the right to cancel the LOI and issue a new one to the L2 bidder and so on.

--- End of Section---

# Other Provisions

## Role of Renewable Energy Nodal Agency (RENA as state nodal agency)

RENA shall facilitate the bidder in obtaining the consents, clearances, and permits, by providing letters of recommendation to the concerned authorities, as may be requested by the Bidder. However, RENA shall not be accountable for any delays in obtaining the consents, clearances, and permits required for development of Small Hydro Power Plant. It is the responsibility of the bidder to acquire all statutory clearances required for the project development.

## Role of DEVELOPER

### The Developer is required to submit including but not limiting to the following:

1. Obtain all statutory clearances.
2. Submission of Monthly progress reports.
3. Financial closure reports.
4. Monitoring and supervision of the projects.
5. Construction of the projects.
6. The commencement of supply of power up to the Contracted Capacity to GRIDCO throughout the terms of the Agreement .
7. Execution of Connectivity agreement of Successful Bidder with OPTCL/DISCOM
8. Operation and Maintenance of the projects, equipment, works, switch yard and transmission lines and related equipment up to the Delivery Point.
9. Execution of Upstream and downstream projects including development/diversion of water for irrigation, flood control/water supply etc.
10. Compliance to Labour/industrial and other applicable laws.
11. Ensuring that the promoters of bidder shall not divest / dilute either directly or indirectly their shareholding to less than 51% until one year from the COD without prior approval of GRIDCO.
12. The bidder shall be responsible for directly coordinating and dealing with the corresponding GRIDCO, State Load Dispatch Centre (SLDC) and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of small hydro Power and due compliance with deviation and settlement mechanism.
13. The bidder will not transfer the project to another company or any third party until the Project achieves Commissioning, unless:
14. The transfer of the Project takes place under the court order or statutory pronouncement.
15. When the change of name of company is undertaken in accordance with the provisions of Section 13 of the Companies Act 2013.

---End of Section---

# Formats for Bid Submission

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder’s compliance with the Qualification Requirements set forth in **Section** 3 and other submission requirements specified in the RfS.

1. Format of Covering Letter (Format 6.1)
2. Format for Power of Attorney (Format 6.2)
3. Format for Earnest Money Deposit (EMD) (Format 6.3 A)
4. Format for Performance Bank Guarantee (Format 6.3 B)
5. Format for Board Resolutions (Format 6.4)
6. Format for the Consortium Agreement (Format 6.5)
7. Format for Financial Requirement – Net Worth (Format 6.6)
8. Format for Letter from STU/ DISCOM (Format 6.7)
9. Format for Disclosure (Format 6.8)
10. Format for Technical Criteria (Format 6.9)
11. Format for submission of Financial Bid (Formats 6.10)
12. Check List for Bank Guarantees (Annexure-A)
13. List of Banks (Annexure-B)
14. Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-C)
15. Terms & Conditions of Reverse Auction Procedure (Annexure-D)
16. The Bidder may use additional sheets to submit the information for their detailed response.

# Format 6.1: Covering Letter

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

Date:

Reference No.

From:

<Insert Name of Bidding Company / Lead Member of the Bidding Consortium>

<Insert Address of Bidding Company / Lead Member of the Bidding Consortium>

Tel:

Email address

To:

**Chief Project Manager**

Renewable Energy Nodal Agency

GRIDCO Limited (GRIDCO)

Janpath, Bhoinagar

Bhubaneswar -751 022

Odisha

Tel. No. 0674-2541 127

|  |  |  |
| --- | --- | --- |
| Sub | : | Response to RfS No. GRIDCO/Odisha/93.95 MW/SHEP/01 dated 10-Jul-25 for Selection (RfS) of Developers/Bidders for Setting up of Small Hydro Power Projects (SHEP) in the State of Odisha having cumulative capacity of 93.95 MW and supply of energy to GRIDCO through Tariff Based Competitive Bidding (TBCB) |

Dear Sir,

We, the undersigned ……. [Insert name of the ‘Bidder’] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 40 years from COD of the project/ Unit by GRIDCO and hereby submit our response to RfS. *We confirm that in response to the aforesaid* *RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 6.8 under Disclosure).* We are submitting application for the development of following Small Hydro Power Project(s):-

|  |  |  |  |
| --- | --- | --- | --- |
|  | Project Name | Capacity  (MW) | Location of Project  (Village, Taluka, Dist.) |
| 01 |  |  |  |
| 02 |  |  |  |

Note: Delete/Insert the rows as applicable, and number the Projects and submit Envelope as per RfS project wise.

1. We give our unconditional acceptance to the RfS GRIDCO/Odisha/93.95 MW/SHEP/01 dated 10-Jul-25 and the standard PPA. In token of our acceptance to the RfS, and PPA along with the amendments and clarifications issued by GRIDCO, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS, and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within ……...[*Enter Months as per the Capacity*] months of the date of issue of LoI.
2. Earnest Money Deposit (EMD): - (Please read Section 3.9 carefully before filling) We have enclosed EMD of Rs… (Insert Amount) in the form of bank guarantee no…………. [*Insert bank guarantee number*] dated ………. [*Insert date of bank guarantee*] as per Format 6.3A from ………… [*Insert name of bank providing bank guarantee*] and valid up to………….in terms of Section 3.9 of this RfS. The total capacity of the Small Hydro Power Project offered by us is …………. MW
3. We hereby declare that in the event our Project get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the selected Projects within due time as mentioned in 3.7, respectively on issue of LoI by GRIDCO for the selected Projects and/or we are not able to sign PPA with GRIDCO within 1 month from date of issue of LoI or as intimated by GRIDCO, GRIDCO shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
4. We have submitted our response to RfS strictly as per Section – 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. We hereby declare that during the selection process, in the event our Project happens to be the last Project and GRIDCO offers a capacity which is less than our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.
6. Acceptance
7. We hereby unconditionally and irrevocably agree and accept that the decision made by GRIDCO in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
8. Familiarity with Relevant Indian Laws & Regulations:
9. We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfS, execute the PPA in the event of our selection as Successful Bidder.
10. In case of our selection as the Successful Bidder and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our 100% subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with PDD, committing total equity infusion in the SPV as per the provisions of RfS.
11. We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity within the period of 9 months from the date of issue of LoI. In the event of delay in commissioning, the provisions of Section 3.9 & 3.11 of the RfS/ relevant Sections of PPA shall be applied on such projects. Further, the project shall not be considered as commissioned unless the connectivity with STU/DISCOM grid is established and GRIDCO issues certificate of commissioning*.* We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
12. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from GRIDCO.
13. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
14. We conform that all the terms and conditions of our Bid are valid up to (*Insert date in dd/mm/yyyy*) for acceptance (i.e. a period of one hundred eighty (180) days from the last date of submission of response to RfS).
15. Contact Person

Details of the representative to be contacted by GRIDCO are furnished as under

|  |  |  |
| --- | --- | --- |
| Name | : |  |
| Designation | : |  |
| Company | : |  |
| Address | : |  |
| Phone No. | : |  |
| Mobile No. | : |  |
| Fax No, If any | : |  |
| Email Address | : |  |

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

Dated the \_\_\_\_ day of \_\_\_\_, 20…..

Thanking you,

Yours faithfully,

*(Name, Designation and Signature of Person Authorized by the board)*

***Note: Bidder is required to submit the copy of PAN, GST, TAN, Certificate of Incorporation (CoI) etc.***

# Format 6.2: Format for Power of Attorney

*(Applicable only in case of Consortiums)*

**FORMAT FOR POWER OF ATTORNEY**

*(To be provided by each of the other members of the Consortium in favor of the Lead Member)*

**POWER OF ATTORNEY**

(To be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant toplace of execution)

KNOW ALL MEN BY THESE PRESENTS THAT M/s ………………….. having its registered office at …………………………… and M/s ……….. having its registered office at …………………………………, (Insert name and registered office of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named ……………….. (insert theta name of the Consortium if finalized) hereinafter called the ‘Consortium’) vide Consortium Agreement dated ……………… a company incorporated under the laws of …………………………. And having its Registered / Head office at ………………. As our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise of the response to RfS……. Dated …..

We also authorize the said Lead Member to undertake the following acts:

1. To submit on behalf of Consortium Members response to RfS.
2. To do any other act or submit any information and document related to the above response to RfS Bid.

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

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

IN THE WITNESS WHEREOF M/s …. As the Member of Consortium have executed these presents on this ……. Day of …… under the Company Seal of our company.

For and on behalf of Consortium Member M/s ……….

-----------------------------

(Signature of person authorized by the board)

(Name, Designation, Place, Date)

Attested

----------------------

(Signature of the executant)

---------------------------

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

Place:

Date:

**Note**: Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section 3 of the RfS.

# Format 6.3 A: Format for Earnest Money deposit

*(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)*

Ref \_\_\_\_\_\_\_\_\_\_\_\_\_ Bank Guarantee

No. \_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

In consideration of the ………….. [*Insert name of the Bidder*] (hereinafter referred to as “Bidder”) submitting the response to RfS inter alia for selection of the Project/Projects of the cumulative capacity of …………. MW [*Insert cumulative Project capacity proposed*] for supply of power there from on long term basis, in response to the RfS No. ………….. dated …….. issued by GRIDCO Limited (hereinafter referred to as GRIDCO) and GRIDCO considering such response to the RfS of ……………… [*Insert the name of the Bidder*] as per the terms of the RfS, the …………………… [*Insert name and address of the Banker*] hereby agrees unequivocally, irrevocably and unconditionally to pay GRIDCO at [*Insert Name of the Place from the address of GRIDCO*] forthwith on demand in writing from GRIDCO or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees …………………………. [*Insert amount not less than that derived on the basis of project wise capacity per MW*] of cumulative capacity proposed, only, on behalf of M/s. …………………………….. [*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including …………………. [*Insert date of validity in accordance with Bid Information Sheet this RfS*] and shall not be terminable by notice or any change in the constitution of the Bank or Term of Contract or by any other reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. …………. (Rs. ………………… only). Our Guarantee shall remain in force until …………………. [*Insert date of validity in accordance with Bid Information Sheet of this RfS*]. GRIDCO shall be entitled to invoke this Guarantee till …………….. [*Insert date of validity in accordance with Bid Information Sheet of this RfS*].

The Guarantor bank hereby agrees and acknowledges that GRIDCO shall have right to invoke this Bank Guarantee in part or in full, as it may deem fit, in its branch at Bhubaneswar.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by GRIDCO, made in any format, raised at the above mentioned address of the Guarantor Bank or at any branch of the Bank situated at Bhubaneswar, in order to make the said payment to GRIDCO.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ………….. [*Insert name of the Bidder*] and/or any other person. The Guarantor Bank shall neither require GRIDCO to justify the invocation of this BANK GUARANTEE nor shall the Guarantor Bank have any recourse against GRIDCO in respect of any payment made hereunder.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Bhubaneswar shall exclusive jurisdiction.

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. ………………. (Rs. ……………… only) and it shall remain in force until ………….. [*Date to be inserted on the basis of Bid Information Sheet of this RfS*]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if GRIDCO serves upon us a written claim or demand.

|  |  |  |
| --- | --- | --- |
| Signature | : |  |
| Name | : |  |
| Power of Attorney No. | : |  |
| For  …………….. [*Insert Name of the Bank]*………….. | | |
| Email ID of the Bank | : |  |
| Banker’s Stamp and Full Address | : |  |
| Dated this ……… day of …………, 20 ……. | | |

# Format 6.3 B: Format for Performance Bank GUARANTEE for Small hydro power Project

*(to be submitted separately for each Project)*

*(Note: - Project wise Performance Guarantee is to be submitted)*

*(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*] (hereinafter referred to as ‘Small Hydro Project Developer') submitting the response to RfS inter alia for selection of the Project of the capacity of ……….. MW, at ………… [*Insert name of the place*] under for supply of power there from on long term basis, in response to the RfS dated………… issued by GRIDCO Limited (hereinafter referred to as GRIDCO) and GRIDCO considering such response to the RfS of ……………. [*Insert the name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Small Hydro Power Project of the Small Hydro Power Developer and issuing Letter of Intent No ------- to [*Insert Name of Small Hydro Project Developer*] as per terms of RfS and the same having been accepted by the selected SHPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Small Hydro Project Developer or a Project Company, M/s ------------- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable. As per the terms of the RfS, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to GRIDCO at [*Insert Name of the Place from the address of the GRIDCO*] forthwith on demand in writing from GRIDCO or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees ………. [Total Value] only, on behalf of M/s \_\_\_\_\_\_\_\_\_\_ [*Insert name of the selected Small Hydro Project Developer / Project Company*]

This guarantee shall be valid and binding on this Bank up to and including………. and shall not be terminable by any 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 alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. ……….. (Rupees. …………….. only). Our Guarantee shall remain in force until…………….. GRIDCO shall be entitled to invoke this Guarantee till ………………….

The Guarantor Bank hereby agrees and acknowledges that GRIDCO shall have the right to invoke this BANK GUARANTEE in part or in full, as it may deem fit at its branch at Bhubaneswar.

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -------------[*Insert name of the selected Small Hydro Project Developer / Project Company as applicable*] and/or any other person. The Guarantor Bank shall neither require GRIDCO to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against GRIDCO in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Bhubaneswar shall have exclusive jurisdiction.

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

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

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

In case of any delay by the Guarantor, in remitting the amounts under the present Guarantee, within 15 days from the date of receipt of notice of demand from GRIDCO, the Guarantor agrees to pay interest at the rate of 18% per annum compounded on quarterly rests from the date of demand, until the date of payment.

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

|  |  |  |
| --- | --- | --- |
| Signature | : |  |
| Name | : |  |
| Power of Attorney No. | : |  |
| For  …………….. [*Insert Name of the Bank]*………….. | | |
| Email ID of the Bank | : |  |
| Banker’s Stamp and Full Address | : |  |
| Dated this ……… day of …………, 20 ……. | | |
| Witness | | |
| 1. ………………………………. | | |
| Signature | | |
| Name and Address | | |
|  | | |
| 2. ………………………………. | | |
| Signature | | |
| Name and Address | | |
|  | | |

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.

# Format 6.4: Format for Board Resolution

*(to be submitted separately for each Project)*

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

1. RESOLVED THAT Mr/Ms………………., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS No. GRIDCO/Odisha/93.95 MW/SHEP/01 for Selection (RfS) of Developers/Bidders for Setting up of Small Hydro Power Projects (SHEP) in the State of Odisha having cumulative capacity of 93.95 MW and supply of energy to GRIDCO through Tariff Based Competitive Bidding (TBCB), including signing and submission of all documents and providing information / response to RfS GRIDCO Limited (GRIDCO), representing us in all matters before GRIDCO, and generally dealing with GRIDCO in all matters in connection with our bid for the said Project. (To be provided by the Bidding Company or the Lead Member of the Consortium)
2. FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. (To be provided by the Bidding Company)

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

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (-----%) equity [*Insert the % equity commitment as specified in Consortium Agreement*] in the Project. (**To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%**)

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ------------[*Insert the name of other Members in the Consortium*] and Mr/Ms………………., be and is hereby authorized to execute the Consortium Agreement. (**To be provided by each Member of the Bidding Consortium including Lead Member**)

AND

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

Certified true Copy

………………………………………

(Signature, Name and Stamp of Company Secretary)

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

# Format 6.5: Format for Consortium Agreement

*(to be submitted separately for each Project)*

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

THIS Consortium Agreement (“Agreement”) executed on this …………. Day of ………… Two Thousand ……….. between M/s [*Insert name of Lead Member*] …………….. a Company incorporated under the laws of …………………and having its Registered Office at ……………………….. (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s …………………. a Company incorporated under the laws of …………………….. and having its Registered Office at …………………… (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s …………………………a Company incorporated under the laws of ……………………….. and having its Registered Office at………………………….… (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfS and execution of Power Purchase Agreement (in case of award), against RfS No. \_\_\_\_\_\_\_\_\_\_\_dated \_\_\_\_\_\_\_issued by GRIDCO Limited (GRIDCO) a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 as applicable, and having its Registered Office at \_\_\_\_\_\_\_\_ or \_\_\_\_\_\_\_\_\_\_\_\_\_\_constituted under

WHEREAS, each Member individually shall be referred to as the “Member” and all of the Members shall be collectively referred to as the “Members” in this Agreement.

WHEREAS, GRIDCO desires to purchase power under this RfS

WHEREAS, GRIDCO has invited response to RfS vide its Request for Selection (RfS) GRIDCO/Odisha/93.95 MW/SHEP/01 dated 10-Jul-25

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by GRIDCO wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTHAS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, -----, Member-n and to submit the response to the RfS.

The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.

The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

|  |  |
| --- | --- |
| Name | Percentage |
|  |  |
| Member 1 | --- |
|  |  |
| Member 2 | --- |
|  |  |
| Member n | --- |
|  |  |
| Total | 100% |
|  |  |

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

The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders for raising debt or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.

In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at [ ----- ] alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Bank Guarantee in favour of GRIDCO in terms of the RfS.

It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by GRIDCO.

# Format 6.6: Format for Financial Requiremnet – Net Worth

To,

**Chief Project Manager**

Renewable Energy Nodal Agency

GRIDCO Limited (GRIDCO)

Janpath, Bhoinagar

Bhubaneswar -751 022

Odisha

Tel. No. 0674-2541 127

|  |  |  |
| --- | --- | --- |
| **Sub** | **:** | **Response to RfS No. GRIDCO/Odisha/93.95 MW/SHEP/01 dated ………… for Selection (RfS) of Developers/Bidders for Setting up of Small Hydro Power Projects (SHEP) in the State of Odisha having cumulative capacity of 93.95 MW and supply of energy to GRIDCO through Tariff Based Competitive Bidding (TBCB)** |

We certify that the Bidding Company/Member in a Bidding Consortium has a Networth of Rs.………….. Cr. (…………………in words) as on the end of Financial Year 2023-24.

This Net Worth has been calculated in accordance with instructions provided in Clause 3.6 of the RfS as amended.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Networth by Bidding Company and/ or its Affiliate(s) as per following details:

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of Bidding Company** | **Name of Affiliate (s) whose net worth is to be considered** | **Relationship with Bidding Company\*** | **Networth (in Rs. Crore)** |
| **Company 1** |  |  |  |
|  |  |  |
|  |  |  |
| Total | | |  |

*\*The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

**Exhibit (ii): Applicable in case of Bidding Consortium**

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

**Name of Member: [Insert name of the Member]**

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

For the above calculations, we have considered Networth by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name of Bidding Consortium Member Company** | **Name of Affiliate (s) whose Networth is to be considered** | **Relationship with Bidding Company\*** | **Networth (in Rs. Crore)** | **Equity Commitment**  **(in %age) in Bidding**  **Consortium** | **Committed**  **Networth**  **(in Rs.**  **Crore)** |
| **Company 1** |  |  |  |  |  |
| ----- |  |  |  |  |  |
| ----- |  |  |  |  |  |
| Total | | |  |  |  |

*\*The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

Further, we certify that the Bidding Company/Member in the Bidding Consortium has an Annual Turnover of Rs.\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_in words) as on the end of Financial Year 2023-24. (*Strike out if not applicable*)

**Exhibit (i): Applicable in case of Bidding Company**

For the above calculations, we have considered the Annual Turnover by Bidding Company and/ or its

Affiliate(s) as per following details:

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of Bidding Company** | **Name of Affiliate (s) whose net worth is to be considered** | **Relationship with Bidding Company\*** | **Annual Turnover (in Rs. Crore)** |
| **Company 1** |  |  |  |
|  |  |  |
|  |  |  |
| Total | | |  |

*\*The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

**Exhibit (ii): Applicable in case of Bidding Consortium**

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

**Name of Member: [Insert name of the Member]**

Annual Turnover Requirement to be met by Member in Proportion to the Equity Commitment: Rs.---- ---------Crore (Equity Commitment (%) \* Rs. [……. ] Crore)

For the above calculations, we have considered Annual Turnover by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name of Bidding Consortium Member Company** | **Name of Affiliate (s) whose Networth is to be considered** | **Relationship with Bidding Company\*** | **Net Worth (in Rs. Crore)** | **Equity Commitment**  **(in %age) in Bidding**  **Consortium** | **Proportionate Annual Turnover**  **(in Rs.**  **Crore)** |
| **Company 1** |  |  |  |  |  |
| ----- |  |  |  |  |  |
| ----- |  |  |  |  |  |
| Total | | |  |  |  |

*\*The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

*by a practicing company secretary/chartered accountant is required to be attached with the format*

|  |  |
| --- | --- |
| **(Signature & Name of the Authorized Signatory)** | **(Signature and Stamp of Charted Accountant)**  **Membership No.**  **Regn. No. of the CA’s Firm**  **UDIN** |

Date:

**Note:**

1. Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant’s Firm, provide details of computation of Networth and Annual Turnover duly certified by the Chartered Accountant.
2. Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

# Format 6.7: Format For Letter From STU (OPTCL)/DISCOM

This is to certify that for the evacuation of power from the ……… [*Plant capacity in MW*] Grid-connected Small Hydro power plant located at ………. [*Location*] can be done at the substation of …………………. [*Name of the Transmission Utility/DISCOM*] having a total capacity ………….[*Rated Capacity of the Substation*], …………..[*Location*].

…………………. [*Name of the Transmission Utility/DISCOM*] hereby gives the consent that in case the ……… [*Plant capacity in MW*] Grid-connected Small Hydro power plant located at ………. [*Location*] is developed that …………………. [*Name of the Transmission Utility/DISCOM*] shall provide power evacuation facility from its substation at …………..[*Name and Location of the substation*]

# Format 6.8: Format For Disclosure

*[On the letter head of Bidding Company/ Each Member in Bidding Consortium]*

**Disclosure**

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. GRIDCO/Odisha/93.95 MW/SHEP/01 and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

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

|  |  |  |
| --- | --- | --- |
| Signature | : |  |
| Name of the person Authorized by the Board | : |  |
| Date | : |  |

# Format 6.9: Format for proof of Technical experience

*[On the letter head of Bidder]*

Bidder should submit the details as per the format in the table provided below and necessary supporting documents such as LoA/work order/contract/client citation/ confirmation for work done should be enclosed.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name of the Assignment | Name of Client Organization | Duration | Start and End date of assignment | Capacity (MW) | Relevant Proof Submitted (Y/N) |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| Signature | : |  |
| Name of the person Authorized by the Board | : |  |
| Date | : |  |

# Format 6.10: Financial/tariff Proposal

(*to be on Bidder’s letterhead*)

Date:

To,

Chief Project Manager

Renewable Energy Nodal Agency

GRIDCO Limited (GRIDCO)

Janpath, Bhoinagar

Bhubaneswar -751 022

Odisha

Tel. No. 0674-2541 127

|  |  |  |
| --- | --- | --- |
| **Sub** | **:** | **Response to RfS No. GRIDCO/Odisha/93.95 MW/SHEP/01 dated ………… for Selection (RfS) of Developers/Bidders for Setting up of Small Hydro Power Projects (SHEP) in the State of Odisha having cumulative capacity of 93.95 MW and supply of energy to GRIDCO through Tariff Based Competitive Bidding (TBCB)** |

Dear Sir,

I/ We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*Bidder’s name*) enclose herewith the Financial Proposal for selection of my/our firm for \_\_\_\_\_\_\_\_\_number of Unit(s) at the location(s) below.

|  |  |  |  |
| --- | --- | --- | --- |
| Sr. No. | Name of Project | Capacity (MW) | Quoted Tariff (Rs/ kWh) |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |
| 4. |  |  |  |
| 5. |  |  |  |
| 10. |  |  |  |

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

**Note:**

1. Bidders may quote for one or multiple or all project sites, but a maximum of 3 project locations can be awarded to a single successful bidder (L1) based on the reverse auction results.
2. If the bidder submits the Price bid/Tariff Proposal in the Electronic Form at tender wizard portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.
3. Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
4. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
5. Tariff should be in Indian Rupee up to two decimal places only.
6. The Financial Bid is not mentioned anywhere other than the Electronic Form and only the Financial Bid mentioned in the Electronic form will be considered for evaluation.

|  |  |  |
| --- | --- | --- |
| Signature | : |  |
| Name of the person | : |  |
| Name of the Bidding Company/ Consortium | : |  |
| Address | : |  |
|  |  |  |

# Format 6.11: Format for Pre-Bid Queries

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sr.** | **Chapter No.** | **Clause No.** | **Page No.** | **Existing Clause** | **Query/ Suggested Changes** | **Rationale** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

# Annexure-A: Cheklist For Bank Guarantees

**Checklist**

|  |  |  |
| --- | --- | --- |
| Sr. |  | Yes/ No |
|  | Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution |  |
|  | Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued). |  |
|  | In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India? |  |
|  | Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG? |  |
|  | Is each page of BG duly signed / initialled by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of  Bank as required in the prescribed proforma? |  |
|  | Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents? |  |
|  | Are the factual details such as Bid Document No./Specification No./LOI No. (if applicable) /Amount of BG and Validity of BG correctly mentioned in the BG |  |
|  | Whether overwriting/cutting, if any, on the BG have been properly authenticated under signature & seal of executant? |  |
|  | Whether the BG has been issued by a Bank in line with the provisions of Bidding documents? |  |
|  | In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents? |  |

# Annexure B: List Of Banks

Bank Guarantee from the following Banks will be acceptable.

|  |  |
| --- | --- |
| Sr. | List of Banks |
| **(1)** | **All Nationalized Banks including the Public Sector Bank-IDBI Ltd.** |
| **(2)** | **All Commercial Scheduled Bank** |

# Annexure C: Special Instruction to Bidders for e-Tendering

Bidders shall submit the bid in Electronic Mode only (except few documents to be submitted in hard copy) i.e., with the tender website [www.tenderwizard.com/GRIDCO](http://www.tenderwizard.com/GRIDCO). The Bidder must ensure that the bids are received in the specified tender website of GRIDCO by the date and time indicated in the Tender notice.

Bids submitted by telex/telegram will not be accepted. No request to submit the Bids in physical form will be entertained by GRIDCO.

GRIDCO reserves the right to reject any bid, which is not submitted according to the instruction, stipulated.

**Registration on E-Procurement Portal**

1. Bidders must possess Compatible Digital Signature Certificate (DSC) of Class-III.
2. Bidders are requested to follow the steps below for Registration on the tender website:
   1. Click “Register”, fill the online registration form.
   2. Pay the amount of *Rs.2,000 + 18% GST/-* through online payment to the KSEDC Ltd. This registration is valid for one year.
   3. Send the acknowledgment copy for verification.
   4. As soon as the verification is done the e-tender user id will be enabled.
3. After viewing Tender Notification, if the Bidder intends to participate in tender, he has to use his e-tendering User Id and Password which would have been received after registration.
4. If any Bidder wants to participate in the tender, he will have to follow the instructions given below:
5. Insert the PKI (which consist of your Digital Signature Certificate) in your System.
6. (Note: Make sure that necessary software of PKI be installed in your system).
7. Click / Double Click to open the Microsoft Internet Explorer.
8. Type [www.tenderwizard.com/GRIDCO](http://www.tenderwizard.com/GRIDCO) in the address bar, to access the Login Screen.
9. Enter e-tender User Id and Password, click on “Go”.
10. Click on “Click here to login” for selecting the Digital Signature Certificate.
11. Select the Certificate and enter DSC Password.
12. Re-enter the e-Procurement User Id Password.
13. To make a request for Tender Document, Bidder will have to follow below mentioned steps.

* Click “Applied” to view / apply for new tenders.
* Click on Request icon for online request.
* Pay the tender processing fee as per tender specification through online payment to the KSEDC Ltd.

1. After making the request, Bidder will receive the Bid Documents which can be checked and downloaded by following the below steps:

* Click to view the tender documents which are received by the user.
* Tender document screen appears.
* Click “Click here to download” to download the documents.

1. After completing all the formalities, Bidder will have to submit the tender and they must take care of the following instructions.

* Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not
* Note down / take a print of bid control number once it is displayed on the screen
* All the softcopies of the Bid shall be properly scanned and shall be legible and such soft copies shall be either uploaded in .pdf or.jpg or .jpeg format.
* The Price Bid shall be uploaded on the e-tender portal only in Microsoft .xls or .xlsx format as per the sample format given in this RfS. By no other means, except online through e-tender portal, the Price Bid shall be accepted for evaluation of the Bids.

1. Competitors’ bid sheets will be available in the website.
2. For any e-tendering assistance, contact help desk number mentioned below.

Bangalore – 080- 40482000 or Mobile No. 9937140591

# Annexure D: Reverse auction process compliance

(To be submitted on letter head of the bidding company with sign and stamp along with technical bid)

To,

Chief Project Manager

GRIDCO Ltd

Janpath, Bhoi Nagar

Sub: Agreement to the process related Terms and conditions for e-Reverse Auction.

This letter is to confirm that:

* The undersigned is authorised representative of the company:
* We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your tender and confirm our agreement to that.
* We also confirm that we have gone through the auction manual and have understood the functionality of the same thoroughly.
* We, hereby, confirm that we will honor the bids placed by us during the tendering process/e-Reverse Auction process as called as e-RA.
* We also confirm that we will accept our rank / position that will be displayed when the Bidding Time for the online Reverse Auction is over.

With regards,

Signature with Designation with company seal Name & Address

(Person having power of attorney for the subject package)

# Annexure E: project details of emd and pbg

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sr. No.** | **Proposed Project Sites** | **Capacity (MW)** | **Project Location** | [**EMD (INR Crore)**](mailto:EMD@1%25%20of%20PC%20(INR%20Cr.)) | [**PBG (INR Crore)**](mailto:CPBG@10%25%20of%20PC%20(INR%20Cr.)) |
| 1 | APPL-I | 14 | Kalahandi | 2.88 | 7.19 |
| 2 | Gorabhanga | 12.75 | Keonjhar | 2.62 | 6.55 |
| 3 | Raul, | 12 | Kandhamala | 2.46 | 6.16 |
| 4 | Jolingi, | 10 | Rayagada | 2.05 | 5.14 |
| 5 | Bandili, | 10 | Rayagada | 2.05 | 5.14 |
| 6 | MPPL, | 9 | Kalahandi | 1.85 | 4.62 |
| 7 | NPPL, | 9 | Kalahandi | 1.85 | 4.62 |
| 8 | Patala, | 9 | Koraput | 1.85 | 4.62 |
| 9 | Mundasahi, | 4.6 | Keonjhar | 0.82 | 2.05 |
| 10 | UPPL, | 3.6 | Kalahandi | 0.64 | 1.60 |
| **Total** | | **93.95** |  | **19.07** | **47.68** |

# Annexure F: project locations details with coordinates

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Sr. No.** | **Proposed Project Sites** | **Capacity (MW)** | **Project Location** | **River** | **Project Site GPS Location** | | **Evacuation Point** | **Distance from Project Site (kM)** | **Evacuation Level** |
| 1 | APPL-I | 14 | Kalahandi | Chhachangura | 19.28.23.6N | 82.53.2.2E | Jayapatna s/s | 12 | 33 kV |
| 2 | Gorabhanga | 12.75 | Keonjhar | Musala | 21.21.15N | 85.53.02E | Ghatgaon SS | 23 | 33 kV |
| 3 | Raul, | 12 | Kandhamala | Raul | 19,53,41 N | 83,50,03 E | Tumdiband SS | 15 | 33 kV |
| 4 | Jolingi, | 10 | Rayagada | Raniturga | 19,08,50 N | 83,18,55 E | Rayagada SS | 15 | Single Ckt, 33 kV |
| 5 | Bandili, | 10 | Rayagada | Bansdhara | 19,36,26 N | 83,37,10 E | Bairagarh | 15 | Single Ckt, 33 KV |
| 6 | MPPL, | 9 | Kalahandi | Litijor Nala | 19,34,9.1 N | 82,55,37.2 E | Jayapatna S/s | 14 | 33 kV |
| 7 | NPPL, | 9 | Kalahandi | Chhachangura | 19,28,23.6 N | 82,53,2.2 E | Jayapatna s/s | 12 | 33 kV |
| 8 | Patala, | 9 | Koraput | Patala | 18,20,35 N | 82,46,30 E | Nandapur SS | 25 | Double ckt,33 kV |
| 9 | Mundasahi, | 4.6 | Keonjhar | Ketang | 21,29,81.7 N | 85,57,32.83 N | Ghatgaon SS | 28 | Double ckt,33 kV |
| 10 | UPPL, | 3.6 | Kalahandi | Chhachangura | 19,28,22.6 N | 82,53,02 E | Jayapatna S/s | 12 | 33 kV |
| **Total** | | **93.95** |  |  |  |  |  |  |  |

# Annexure G: Networth illustrations for applying multiple projects

Project wise criteria of Networth is as follows:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sr. No.** | **Proposed Project Sites** | **Capacity (MW)** | **Project Location** | **Project Cost (PC) (INR Cr.)** | **Networth (Rs Cr)** |
| 1 | APPL-I | 14 | Kalahandi | 143.78 | 35.00 |
| 2 | Gorabhanga | 12.75 | Keonjhar | 130.94 | 31.88 |
| 3 | Raul, | 12 | Kandhamala | 123.24 | 30.00 |
| 4 | Jolingi, | 10 | Rayagada | 102.70 | 25.00 |
| 5 | Bandili, | 10 | Rayagada | 102.70 | 25.00 |
| 6 | MPPL, | 9 | Kalahandi | 92.43 | 22.50 |
| 7 | NPPL, | 9 | Kalahandi | 92.43 | 22.50 |
| 8 | Patala, | 9 | Koraput | 92.43 | 22.50 |
| 9 | Mundasahi, | 4.6 | Keonjhar | 40.94 | 11.50 |
| 10 | UPPL, | 3.6 | Kalahandi | 32.04 | 9.00 |
| **Total** | | **93.95** |  | **953.63** | **234.88** |

Consider a Bidder named X having net worth of 100 Crores. Now, if the bidder participates in all the project (s) then his financial competence will be evaluated in the following manner for all the bids in which he has participated i.e., starting from Project-1 and ending at Project-10.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sr. No.** | **Participating Project** | **Bidder Initial Net Worth** | **Networth Required (Rs Cr)** | **Balance Net Worth (Rs Cr)** | **Eligible** |
| 1 | APPL-I | 100 | 35 | 65 | Eligible |
| 2 | Gorabhanga | 65 | 31.88 | 33.12 | Eligible |
| 3 | Raul, | 33.12 | 30 | 3.12 | Eligible |
| 4 | Jolingi, | 3.12 | 25 | (22) | Not Eligible |
| 5 | Bandili, | (22) | 25 | (47) | Not Eligible |
| 6 | MPPL, | (47) | 22.50 | (69.50) | Not Eligible |
| 7 | NPPL, | (69.50) | 22.50 | (92) | Not Eligible |
| 8 | Patala, | (92) | 22.50 | (114.50) | Not Eligible |
| 9 | Mundasahi, | (114.50) | 11.50 | (126) | Not Eligible |
| 10 | UPPL, | (126) | 9.00 | (135) | Not Eligible |

# Annexure H: Tentative timeline

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Particular** | **Tentative Date** |
| **1.** | Upload of RfS | 10/07/2025 |
| **2.** | Pre-Bid Meeting | 24/07/2025 |
| **3.** | Bid submission | 08/09/2025 |
| **4.** | Technical Bid Evaluation | 07/10/2025 |
| **5.** | Financial Bid Evaluation and E-Reverse Auction | 27/10/2025 |
| **6.** | Issue of LoI/LoA | 26/11/2025 |
| **7.** | Submission of CPBG | 21/12/2025 |
| **8.** | Signing of PPA | 31/12/2025 |
| **9.** | Commissioning of the Project | 30/01/2026 |