

# **Invitation for Tender and Reverse Auction for Procurement of Power through ESS**

**March 2024**

**Issued By  
GRIDCO Limited**

## **DISCLAIMER**

1. Though adequate care has been taken while preparing the Request For Selection (RFS) document, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately within ten (10) working days from the date of issue of the RFS documents on the website of GRIDCO <https://www.gridco.co.in> and [www.tenderwizard.com/GRIDCO](http://www.tenderwizard.com/GRIDCO).
2. GRIDCO reserves the right to modify, amend or supplement this RFS document.
3. Though this RFS document has been prepared in good faith, neither GRIDCO nor its employees or advisors make any representation or warranty, expressed 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 document, even if any loss or damage is caused by any act or omission on their part.



## GRIDCO LIMITED

Regd. Office: Janpath, Bhubaneswar, 751022

### E-Tender Notice

**e-Tender Notice No. GRIDCO/ESS/23-24/01**

**Dated. 20.03.2024**

GRIDCO invites bids in e-Tender mode only from reputed and eligible bidders for “Provision of 500 MW of Energy Storage Capacity, connected to the CTU / Odisha STU, with 5 hours of peak support, for a period of 5 years”, confirming to the terms and conditions mentioned in the tender document.

The interested bidders would be required to enroll themselves on the e-tender portal [www.tenderwizard.com/GRIDCO](http://www.tenderwizard.com/GRIDCO). The fees for registration for enrolment to the [www.tenderwizard.com/GRIDCO](http://www.tenderwizard.com/GRIDCO) is Rs. 2360 (Rs. 2000 + taxes @18%) to be paid online. Additionally, a Tender fees of Rs. 2360 (Rs. 2000 + taxes @18%) through the portal. The complete set of bidding documents will be available at the e-tender portal, [www.tenderwizard.com/GRIDCO](http://www.tenderwizard.com/GRIDCO) or the GRIDCO's official website [www.gridco.co.in](http://www.gridco.co.in) for downloading the scope of supply and terms & conditions in detail. The Bid Information Sheet is provided below:

Sl. No.	Event Description	Date and Time
1.	Date and time of Start of Tender	17:00 hrs on 20.03.2024
2.	Last date and time for receiving queries on RFQ and RFP	15:00 hrs on 30.03.2024
3.	Pre-Bid Meeting	15:00 hrs on 06.04.2024
4.	GRIDCO's response to queries latest by	15:00 hrs on 12.04.2024
5.	Last date and time of submission of Application and Bids (including Section A and Section B) – <b>Bid Due Date</b>	15:00 hrs on 23.04.2024
6.	Opening of Application	16:00 hrs on 24.04.2024

7.	Intimation to Qualified Bidders for opening of their Bids	15:00 hrs on 30.04.2024
8.	Opening of Bids of those Qualified Bidders	13:00 hrs on 08.05.2024
9.	Start of e-Reverse Auction	15:00 hrs on 08.05.2024
10.	Close of e-Reverse Auction	17:10 hrs on 08.05.2024
11.	L-1 Matching	17:20 hrs on 08.05.2024
12.	Letter of Award (LOA)	15:00 hrs on 20.05.2024
13.	Validity of Bids	120 days of Bid Due Date
14.	Signing of APP	15:00 hrs on 30.05.2024

N.B: - All subsequent addendums/corrigendum to the tender shall be hosted in e-tender portal, [www.tenderwizard.com/GRIDCO](http://www.tenderwizard.com/GRIDCO) or the GRIDCO's official website, [www.gridco.co.in](http://www.gridco.co.in) only. GRIDCO reserves the right to accept or reject any or all the offers without assigning any reason thereof.

**Chief General Manager(Power Purchase)**

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## **Section I**

### **PREFACE**

GRIDCO intends to engage a well-established, reputed and experienced bidder to provide 500 MW of Energy Storage Capacity, connected to the CTU / Odisha STU, with 5 hours of evening peak support, for a period of 5 years.

#### **1.1 About GRIDCO**

GRIDCO Limited, a wholly owned Undertaking of the Government of Odisha, was established in the year 1995. It is a deemed trading licensee under the 5th provision of Section-14 of the Electricity Act, 2003 and carries out the business of bulk supply of Electricity to the Distribution Companies of Odisha by utilizing the transmission network of Odisha Power Transmission Corporation Limited (OPTCL). Being the "State Designated Entity", Govt. of Odisha has assigned GRIDCO to procure the entire State share of Power from the Central Sector as well as the existing & upcoming power Plants (Hydel, Thermal, Renewable, etc.) in the State.

#### **1.2 Introduction**

- a. Over the recent years, India has witnessed an unprecedented surge in energy demand, driven by rapid industrialization, urbanization, and population growth. As the country strives to meet its ambitious goal of renewable energy (RE) capacity to constitute around 43 percent of its energy mix by 2030, the challenges of integrating RE's inherent variability have become significant. The peak variance faced by the Indian power system on daily, seasonal, and annual basis presents a significant challenge, which must be addressed through medium and long-term energy storage solutions. In this context, India is looking for flexible energy generation assets with a capability to supply peaking power and a range of ancillary services efficiently and economically, using cheaper off-peak energy.
- b. In line with the National RE target, Odisha is also aiming to incorporate required RE power in its Portfolio to the tune of 43% by 29-30. However, in order to address the inherent intermittency & variability challenge of RE power, Odisha is intending to procure Energy Storage System (ESS) for medium term. Further MoP has also mandated Energy Storage Obligation of up to 4% by 2029-30. In line with above requirement GRIDCO hereby intend to procure power from ESS.
- c. GRIDCO intends to avail Energy from ESS under Tariff Based Competitive Bidding (TBCB) from ISTS/ Odisha STU connected energy storage developers with projects with a cumulative capacity of 2500 MWh (500 MW \* 5 hrs), through TBCB process (conducted online followed by e-reverse auction) for the period from 01<sup>st</sup> April, 2026 till 31<sup>st</sup> March, 2031. After conclusion of bidding process GRIDCO shall enter into Energy Storage

Purchase Agreement (ESPA) with the selected Bidder(s) for a period of 5 years, extendable afterwards on mutual agreement, based on the terms, conditions and provisions of the RFS.

- d. The charging power for the ESS to be supplied by the developer. The bidder shall quote rates including the cost towards charging power and its associated charges.
- e. The project size will be of minimum 250 MWh with 50 MW (min) capacity and discharge period of 05 hours. It is pertinent to mention that the discharge period should be 05 hours for the offered capacity. The maximum capacity that can be offered by a bidder shall be 1250 MWh with 250 MW capacity for a discharge period of 05 hours.
- f. Projects under construction or projects which are not yet commissioned will be considered in case adequate capacities are available under these projects to meet GRIDCO's requirement as indicated under this RFS.

## Section II

### Definitions

- 2.1 **"Act"** or **"Electricity Act, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
- 2.2 **"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, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors;
- 2.3 **"Applicable Tariff"** shall be the Tariff as per the ESPA.
- 2.4 **"Bidder"** shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium/ Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require;
- 2.5 **"Bidding Company"** shall refer to such single company that has submitted the response in accordance with the provisions of this RFS;
- 2.6 **"Bidding Consortium" or "Consortium"** shall refer to a group of companies that has collectively submitted the response in accordance with the provisions of this RFS;
- 2.7 **"Capacity Utilization Factor" or "CUF"** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time. However, for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Capacity at the "Delivery / Inter-connection / Metering Point";
- 2.8 **"Chartered Accountant"** shall mean a person practicing in India or a firm whereof all the partners are practicing in India as Chartered Accountants within the meaning of the Chartered Accountants Act, 1949;
- For bidders incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country*
- 2.9 **"Company"** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013 as applicable;
- 2.10 **"Control"** The control shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.



- 2.11 **“CTU or Central Transmission Utility”** shall mean the Central Transmission Utility as defined in sub-section (10) of Section 2 of the Electricity Act 2003
- 2.12 **“ESPA”** shall mean Energy Storage Purchase Agreement
- 2.13 **“ESSD”** shall mean Energy Storage System Developer
- 2.14 **“Group Company”** of a Company shall mean:
- (i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the paid up share capital of the Company or;
  - (ii) a Company in which the Company, directly or indirectly, holds 10% (ten percent) or more of the paid-up share capital of such Company or;
  - (iii) 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;
  - (iv) 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;
  - (v) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (ten percent) of the paid-up 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, Private Equity Funds, scheduled bank, foreign institutional investor, non-banking financial Company, and 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.

- 2.15 **Omitted.**
- 2.16 **“Inter-Connection Point”** shall mean the point at 220 KV or above where the power from the Project is injected into the nearest ISTS Pooling Substation.
- 2.17 **“Metering Point”** shall mean the point of metering at GSS (Grid substation) to which the project is connected. The metering will be done at HT end of ISTS substation for billing

purpose. Providing of meters and associated equipment at projects pooling stations shall be in the scope of developer. Developer shall follow and be bound by the Central Electricity Authority (Installation & Operation of Meters) regulation, 2006 and Amendment Regulation, 2010 and Technical Standard for Connectivity of the Grid (Amendment) Regulation, 2013, the Grid Code, as amended from time to time. The total cost of metering, recording & transferring /communicating the data from its pooling stations to 765/400/220 kV GSS of CTU would be borne by the developer.

- 2.18 **“Joint Control”** shall refer to a situation where control is equally distributed among the interested parties.
- 2.19 **“Paid-up share capital”** shall mean Paid-up share capital as defined in Section-2 of the Companies Act, 2013.
- 2.20 **“Lead Member of the Bidding Consortium” or “Lead Member”**: There shall be only one Lead Member, having the shareholding more than 50% in the Bidding Consortium and cannot be changed till 1 (one) year of the Commercial Operation Date (COD) of the Project.
- 2.21 **“Letter of Award” or “LOA”** shall mean the letter issued by GRIDCO to the Selected Bidder for award of the Project.
- 2.22 **“Member in a Bidding Consortium” or “Member”** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.
- 2.23 **“Month”** shall mean a period of thirty (30) days from (and excluding) the date of the event, where specified, else a calendar month;
- 2.24 **“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;
- 2.25 **“Project”** shall mean the Energy shifting solution/storage project that discharges stored power during the peak hours as required.
- 2.26 **“Project Company”** shall mean the Company incorporated by the Bidder as per The Companies Act, 1956. or the Companies Act, 2013 as applicable.
- 2.27 **“Project Commissioning”** the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid.
- 2.28 **“Project/Energy Storage Services Developer”, “Developer”** shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder

includes Bidding Company / Bidding Consortium/ Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require”;

- 2.29 **“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 SSA;
- 2.30 **“Ultimate Parent”** shall mean a company, which owns not less than fifty one percent (51%) of paid-up share capital either directly or indirectly in the Parent and Affiliates.

## **Section III**

### **Instructions to Bidders**

#### **3.1 Scope of Services**

- a. Under this RFS, the Selected Bidder shall supply power to GRIDCO for a period of 5 years from technology-agnostic Energy Storage System (ESS), with the commencement of supply w.e.f. 01<sup>st</sup> April, 2026.
- b. Setting up of the ESS and interconnection of the ESS with the ISTS/ Odisha STU shall be the responsibility of the Selected Bidder.
- c. This RFS is technology agnostic on the nature of ESS being opted by the ESSD, as long as it meets the definition of ESS under this RFS and the required performance criteria under the RFS and the ESPA.
- d. The ESSD shall inject power to the CTU/ Odisha STU network in accordance with the dispatch instructions of the State Load Dispatch Centre, Odisha (OSLDC), in consultation with GRIDCO.

#### **3.2 Capacity Offered**

- a. Selection of ESSDs for a total capacity of 2500 MWh will be carried out through e-bidding followed by e-Reverse Auction process. The minimum bid size shall be 250 MWh, i.e. 50 MW x 5 hours, and the maximum bid size shall be 1250 MWh, i.e. 250 MW x 5 hours.
- b. Selection of ESSDs will be carried out based on the Contracted Capacity quoted by the Bidders. In this context, the term "Project" used anywhere in the RFS and ESPA will solely mean the ESS, set up by the ESSD to make available the Contracted Capacity as agreed to in the ESPA.
- c. A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a Capacity of either one project or multiple projects out of total capacity of 500 MW/2500 MWh in the prescribed formats.
- d. The evaluation of bids and selection of bidders shall be carried out as described in Section VI of RFS.
- e. Subject to the exception as per Clause 3.2(c) above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

#### **3.3 Omitted**

#### **3.4 Delivery Point:**

- a. Omitted.
- b. Omitted.
- c. Omitted.

- d. Delivery Point” means any point in the Inter-State Transmission System where the ESS of the ESSD is delivering power either through ISTS connectivity, or through a dedicated transmission line or through the Intra state transmission system of the state in which it is located.

Provided that in case the ESS developed by ESSD is located inside Odisha, the Delivery Point for the ESSD shall mean any point in the Intra-State grid where the electricity is delivered by the Supplier.

- e. Necessary applications for grant of connectivity will be required to be made by the ESSD. All the requisite costs associated with obtaining connectivity shall be borne by the ESSD.
- f. The ESSD shall be responsible for all necessary coordination with the CTU / STU, as the case may be, for scheduling of power. All transmission losses, transmission charges and other applicable charges up to the point of interconnection / delivery point shall be to the account of the ESSD. The ESSD shall pay the applicable RLDC / SLDC / scheduling charges.
- g. All the transmission charges and losses applicable as per the applicable regulations, beyond delivery point will be borne by GRIDCO. Applicability of the charges and losses on charging and discharging power shall be governed as per the regulations prevailing from time to time.

### **3.5 Performance Criteria of the ESS**

- a. The Contracted Capacity of the ESS of the Selected Bidder(s), as finalized through the bidding process, shall be in terms of “MW”. GRIDCO’s obligation shall be for off-take of the Contracted Capacity and energy at delivery point.
- b. The ESSD shall make the ESS available for 1 operational cycles, i.e. 1 complete charge-discharge cycles. The discharge period shall be of 05 hrs, which shall be intimated by GRIDCO on intraday/day ahead basis, and the discharge period shall be in the range of 00 hrs to 02 hrs & 17 hrs to 24 hrs of a day.
- c. The ESSD shall guarantee a **minimum system availability of 95%** on monthly basis during the hours defined in 3.5 (b) above. If the ESSD fails to achieve the aforesaid target, then it shall pay the liquidated damages for the shortfall energy to GRIDCO @ 1.5 times the ESPA tariff. The liquidated damages shall be settled on monthly basis and cannot be adjusted/ carried forward to next month.
- d. For a given ESPA, the Monthly Availability guarantee shall commence from the date of commencement of supply.
- e. SLDC Odisha, in consultation with GRIDCO, shall issue instructions to the ESSD on behalf of GRIDCO for dispatch of electricity to the Grid in such volume as it may specify in its instructions during the defined hours of discharge in line with the concerned ESPA and in accordance with Applicable Laws and Regulations thereunder. The ESSD shall clearly specify

the maximum recovery time required to recharge the ESS for functional availability between duty cycles. The maximum allowed cooling time between Charge to Discharge or Discharge to Charge would be 1 hr.

- f. It is further clarified that discharge of the ESS shall take place subject to the transmission constraints at the OPTCL substations.
- g. It shall be the responsibility of the ESSD to make periodic replacements/ replenishments of system capacities (to ensure annual guaranteed system ratings), if and when required, with prior intimation to GRIDCO. Outage time as a result of replacement will also be counted as an "Accountable ESS Outage" for the purpose of computing ESS Availability.
- h. Pursuant to the provisions above, the ESSD shall plan the dispatch of electricity and convey its availability for scheduling thereof by the SLDC and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003. The ESSD shall adhere to all the technical requirements as brought out in Annexure-X of the RFS. The ESS shall conform to all the applicable regulations of OERC and CEA standards for connectivity, metering, communication with the grid operators, etc.
- i. Omitted.
- j. This damage shall not be livable to extent the availability of system is affected due to Force Majeure event as specified under the ESPA.

### **3.6 Structuring of bid proposals in response to the RFS**

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RFS. Detailed Instructions to be followed by the bidders for online submission of response to RFS are stated under Clause 3.9. Submission of bid proposals by Bidders in response to RFS shall be in the manner described below:

- a. Covering Letter as per Format CL-1
- b. 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 POA-1.
- c. In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions, as per Format BOARDRES in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions 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.
- d. Bank Guarantee against Earnest Money Deposit (EMD) as per Format EMD.

- e. Board Resolutions, as per prescribed formats enclosed as per Format BOARDRES duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
- i. 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 BIDS and to sign the ESPA with GRIDCO.
  - ii. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement; and,
  - iii. 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).
- f. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per Format CONAGR along with Board resolution from each Member of the Consortium for participating in Consortium.
- g. Format for Financial Requirements as per Format FINREQ along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder
- h. Undertaking regarding no willful default and no major litigation pending as per Format UNDERTAKING
- i. A disclosure statement as per Format DISCLSR regarding participation of any related companies in the bidding process.
- j. Format for technology tie-up as per Format TECHTIEUP (to be filled up separately for each ESS capacity being bid)
- k. Other documents to be submitted –
- i. Memorandum of Association and Article of Association. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Energy Storage System (any technology) development.
  - ii. If the selected bidder wishes to participate in the RFS process 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/ Energy Storage System (any technology) development has to be submitted prior to signing of ESPA
  - iii. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
  - iv. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a

date within 30 days prior to the last date of bid submission. 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 will ensure submission of the same within the required timelines.

- v. Certified copies of annual audited accounts for the last financial year, i.e. FY 2022- 23, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.
- l. Covering Letter of the Financial Bid as per Format CL\_FINBID.

### **3.7 Important notes for bidders**

- a. Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- b. The Bidders shall be evaluated based on the information submitted by them and the declarations made by them in relevant Formats provided under the RFS. The documents submitted online will be verified before signing of ESPA.
- c. If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RFS, in any manner whatsoever, GRIDCO reserves the right to reject such response to RFS and/or cancel the Letter of Intent, if issued, and the Bank Guarantee/POI provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RFS.
- d. If the event specified at sub-bullet 'c' above is discovered after the Effective Date of ESPA, the consequences specified in ESPA shall apply.
- e. All documents of the response to RFS (including RFS and subsequent Amendments/ Clarifications/ Addenda and ESPA) submitted online must be digitally signed by the person authorized by the Board as per Format BOARDRES. The documents submitted online but not required to be submitted off-line shall be considered as authentic true copies of the originals for all practical and legal purposes and it shall be the responsibility of the bidders to keep the originals with them and produce the same to GRIDCO whenever called for during the tenure of the ESPA.
- f. 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.

- g. 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.
- h. Response to RFS that are incomplete, which do not substantially meet the requirements prescribed in this RFS, will be liable for rejection by GRIDCO. 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.
- i. The Odisha Electricity Regulatory Commission shall be the appropriate Commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between ESSD and GRIDCO. Subject to the above, only Odisha High Court shall have exclusive jurisdiction in all matters pertaining to this RFS.

### **3.8 Non-responsive bid**

The electronic response to RFS submitted by the bidder along with the documents submitted online 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":

- a. Non-submission of the requisite Cost of RFS and/ or Processing Fee as mentioned in the Bid Information Sheet.
- b. Response to RFS not received by the due date and time of bid submission.
- c. Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
- d. Any indication of tariff in any part of response to the RFS, other than in the financial bid.
- e. Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- f. 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 these bids submitted shall be treated as non-responsive and rejected.
- g. Non-submission of EMD in acceptable form or partial submission of EMD along with response to RFS.

### **3.9 Method of submission of response to the RFS by the Bidder**

- a. **The bidder has to submit original of following documents offline:**

- i. Bank Guarantee towards EMD as per the Format provided under this RFS. One EMD may be submitted for the cumulative capacity quoted by the bidder, or individual EMDs may be submitted for each capacity offer.
- ii. Pass-phrases for Techno-commercial and Financial bids submitted on the e-Tender portal.
- iii. The details of the project from which power is to be supplied to GRIDCO.
- iv. The proof toward the payment of Bid processing fees to GRIDCO.

**Bidders shall take special note that no documents other than the above shall be submitted offline.**

**No documents will be accepted in person, on or before the date of bid submission.**

**Bank Guarantee against EMD needs to be submitted in both online and offline modes.**

The bidders will be required to submit the bank guarantee, either in person or through post, at the office of GRIDCO until the date as on 2 working days after the closing date of bid submission. The 2-day duration will be counted from the date of bid submission.

For example, if the bid submission deadline is 18:00 hrs on 01.05.2024, the above deadline will expire at 18:00 hrs on 03.05.2024. In case of the above deadline being a holiday, the next working day in GRIDCO will be the deadline for submission of Bank Guarantees.

**Note:** In all cases, the Bank Guarantee against EMD (if applicable), shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.

The bidding envelope shall contain the following sticker:

<b>RFS FOR PROCUREMENT OF 500 MW / 2500 MWh Energy Storage System Power in Odisha under Tariff-based Global Competitive Bidding</b>	
Cumulative Capacity Offers bidding for	MW / MWh
Number of offers being made	
RFS Reference No. and date	
Submitted by	(Full name of the Bidder)
e-Tender Portal Registration Number / Organization ID	
Authorized Signatory	(Signature of the Authorized Signatory) Name: Designation: Organization: Seal of the Bidder Organization
Bid Submitted To	Name, Designation and Office Address of the Bid Receiving Officer of GRIDCO

- b. **Documents to be submitted online:**

- i. Detailed instructions to be followed by the Bidders for online submission of response to RFS as stated under Annexure-1. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.
- ii. If the Bidder has submitted bid online and fails to submit the Bank Guarantee for requisite amount offline within 2 working days from last date of bid submission, then the same shall be treated as incomplete bid and Cost of RFS, Processing fee submitted at this stage will be encashed, the EMD(s) shall be returned and the submitted bid will stand cancelled.
- iii. All documents of the response to RFS submitted online must be digitally signed and uploaded on the e-Tender portal. Response to the RFS shall contain the following:
  1. Technical Bid (Envelope 1) – The Bidder shall upload single technical bid containing scanned copies of the following documents duly signed and stamped on each page by the authorized signatory:
    - a. All Formats as discussed under Clause 3.6 and 3.7
    - b. All relevant documents and supporting in respect of the information submitted under the respective Formats
    - c. All supporting documents to evidence the Bidder's meeting of the eligibility criteria
    - d. Scanned Copies of NEFT/RTGS details towards Cost of RFS Document and Bid Processing Fee as mentioned in Bid Information Sheet.
    - e. Scanned Copies of requisite amount of Bank Guarantee towards EMD as mentioned in the Bid Information Sheet.
  2. Financial bid (Envelope 2) – Bidders shall submit single Financial Bid containing the scanned copy of the Format CL\_FINBID
- iv. Only a energy tariff in Rs/kWh shall have to be filled online in the Electronic Form provided in the e-Tender portal. 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.

**c. Important note:**

- i. The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- ii. In each of the envelopes (as part of online bid submission), all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.

- iii. All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- iv. In case the Bidder submits the online documents on the e-Tender portal within the bid submission deadlines and fails to submit the offline documents in the office of GRIDCO within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the e-Tender portal. Similarly, bids submitted offline but without any online submission on the e-Tender portal shall not be opened and the EMD shall be returned to the respective bidder.
- v. Tariff to be quoted in the Financial Bid shall be exclusive of GST (for offering storage service). GST levied on the storage service being provided by the ESDD, if any, shall be passed through to the GRIDCO.

**d. Validity of the response to the RFS**

The Bidder shall submit the response to RFS which shall remain valid up to 180 (One Hundred Eighty) days from the last date of submission of response to RFS ("Bid Validity"). GRIDCO reserves the right to reject any response to RFS which does not meet the aforementioned validity requirement.

**e. 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) etc. GRIDCO shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

**f. Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments**

- i. Clarifications/ Doubts, if any, on RFS document may be emailed and/ or through the e-Tender portal. The format for submission of clarifications is available on the portal.
- ii. GRIDCO will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and GRIDCO's response will be uploaded in the e-Tender portal.
- iii. A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on GRIDCO's website).
- iv. Enquiries/ Clarifications may be sought by the Bidder by contacting GRIDCO's officials as per the details contained in the Bid Information Sheet.

**g. 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 at any stage without assigning any reasons whatsoever and without thereby any liability.

**h. Post Award Compliances**

Timely completion of all the milestones i.e. signing of ESPA, meeting Conditions Subsequent (ESPA), Commissioning etc. will be the sole responsibility of ESSD. GRIDCO shall not be liable for issuing any intimations / reminders to ESSDs for timely completion of milestones and / or submission of compliance documents. Any checklist shared with ESSD by GRIDCO for compliance of above-mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RFS and ESPA must be timely submitted by the ESSD.

## Section IV

### General Conditions of Contract

#### 4.1 Obtaining of RFS documents

The interested bidders would be required to enroll themselves on the e-tender portal [www.tenderwizard.com/GRIDCO](http://www.tenderwizard.com/GRIDCO). Complete set of bidding documents will be available at the e-tender portal, [www.tenderwizard.com/GRIDCO](http://www.tenderwizard.com/GRIDCO) or on the GRIDCO's official website, [www.gridco.co.in](http://www.gridco.co.in) for downloading the scope of supply and terms and conditions in detail.

#### 4.2 Cost of Documents and Processing Fees

Prospective bidders interested to participate in the bidding process are required to submit their offer on-line on the website [www.tenderwizard.com/GRIDCO](http://www.tenderwizard.com/GRIDCO) along with a non-refundable bid processing fee of Rs. 60,000/ MW+ applicable GST @18% through Demand Draft in favor of GRIDCO payable at Bhubaneswar, Odisha only, issued by a scheduled bank in Odisha, or through online mode in which case UTR no./BG (Format attached as Annex-3) or documentary proof of payment is to be provided.

A bidding Company/Consortium will be eligible to participate in the bidding process only on submission of RFS along with the proof of payment of the Processing Fee.

The bidders have an option to pay the Processing Fee as mentioned above in the form of Electronic Transfer/ NEFT Payments in the following account of GRIDCO with details as below:

<b>Account Name</b>	:	<b>GRIDCO LIMITED</b>
<b>Bank Name</b>	:	<b>Union Bank of India, Bhubaneswar Main Branch, 38-Ashok Nagar, Bhubaneswar – 751009</b>
<b>Account Number</b>	:	<b>380801014022021</b>
<b>IFSC Code</b>	:	<b>UBIN0538086</b>

Bidder shall submit bid proposal along with non-refundable RFS Document Fees (Rs. 10,000 + applicable GST @18%), bid processing fees and Earnest Money Deposit (EMD) complete in all respect as per the information provided under this section and / or the Bid Information Sheet. **Bid proposals received without the stipulated RFS Document Fees, Bid Processing Fees and EMD, will be rejected.** In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.

#### 4.3 Project Scope and Technology Selection

Under this RFS, the ESSD shall provide the power supply from the ESS, using the transmission network of the CTU / STU, as may be required, up to the Interconnection/Delivery Point, at its own cost and in accordance to the provisions of this RFS document. All approvals, permits and clearances

required for provision of the services up to the Interconnection / Delivery Point (along with connectivity), including those required from State Government and local bodies, shall be in the scope of the ESSD. The ESSD Projects to be selected under this RFS would be technology agnostic.

#### **4.4 Omitted.**

#### **4.5 Clearances Required from the Central/State Government and Other Local Bodies**

The ESSDs are required to obtain all necessary clearances and permits as required for provision of the services from their respective Projects, including but not limited to the following:

- a. No Objection (NOC)/Environmental clearance (if applicable) for the Project
- b. Approval for water from the concerned authority (if applicable) required for the Project.
- c. Any other clearances as may be legally required, in order to establish and operate the Project.
- d. Necessary approval(s) of Chief Electrical Inspectorate to Government (CEIG).

The above clearances, as applicable for the Project, will be required to be submitted to GRIDCO as supporting documents for facilitating the ESPA. In case of any of the clearances as indicated above being not applicable for the said Project, the ESSD shall submit an undertaking in this regard, and it shall be deemed that the ESSD has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the ESSD. The ESSD shall also comply with all the laws, regulations, orders and procedures issued by the appropriate authority, applicable for setting up and implementing the Project.

The ESSD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of Odisha State. It shall be the responsibility of the ESSD to remain updated about the applicable charges payable to the SNA, if any, under the applicable State Policy.

**Note:** The ESSD should apply for all the necessary approvals and get the necessary approvals, permits and clearances not more than 60 days from the Effective Date of the ESPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, to examine cases where the ESSD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

#### **4.6 Earnest Money Deposit (EMD)**

- a. Earnest Money Deposit (EMD) of INR Rs. 2,00,000 / MW (Rupees Two Lakh Only/MW) in the form of Bank Guarantee according to Format EMD-1 and valid for one year 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 have to be issued in the

name of the Bidding Company / Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

b. The Bidder shall furnish the Bank Guarantees towards EMD from the Scheduled Banks inside Odisha or through online mode in which case UTR No. (payment receipt) should be provided.

c. The EMD shall be valid as per the timelines stipulated above. An additional shortfall only in the following cases shall be acceptable:

If the bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date, and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

d. **Forfeiture of EMD:** The BG towards EMD shall be encashed by GRIDCO in following cases:

i. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;

ii. In case, GRIDCO offers to execute the ESPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 3.6 and Clause 4.8.d of the RFS or does not execute the ESPA within the stipulated time period;

iii. If after issuance of LOA, it is found that the documents furnished by the bidders as part of response to RFS are misleading or misrepresented in any way;

iv. If the bidder fails to furnish required PBG in accordance with Clause 4.7 of the RFS.

#### **4.7 Performance Bank Guarantee (PBG)**

a. Bidders selected by GRIDCO based on this RFS shall submit Performance Bank Guarantee (PBG) for a value @ INR 10,00,000/MW (Rupees Ten Lakhs only/MW), prior to signing of ESPA. It may be noted that successful Bidders shall submit the PBG according to the Format PBG and the same shall be valid for the period of ESPA with an additional claim period of 6 months after the expiry of the contract period. Upon receipt and after successful verification of the total PBG in the acceptable format, the BG submitted towards EMD shall be returned by GRIDCO to the successful Bidder.

b. In case one Lead Bidder / Consortium of Bidders is selected for multiple offers of ESS capacities, separate PBGs shall be submitted for each offer selected in the bid process.

c. The PBGs are required to be submitted in the name of the entity signing the ESPA. In case of ESPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder within the above prescribed deadline, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of ESPA.

d. The Bidder(s) shall furnish the PBG from any of the Scheduled Banks in Odisha.



- e. The format for the PBG as prescribed under Format 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 ESPA shall not be signed.
- f. The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- g. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/ESSDs. Any Bank Guarantee or its amendment to be submitted as part of the bidding process / contract execution, shall be effective when the BG issuance message is transmitted by the issuing bank to GRIDCO's bank and a confirmation in this regard is received by GRIDCO.
- h. After the bidding process is over, GRIDCO shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 45 days after the completion of e-Reverse Auction.
- i. The PBG shall be returned to the ESSD within 45 months from the start of the ESS services, after taking into account any liquidated damages.

#### **4.8 Energy Storage Purchase Agreement (ESPA)**

- a. GRIDCO shall enter into an Energy Storage Purchase Agreement (ESPA) with Bidders selected based on this RFS. A copy of standard ESPA to be executed between GRIDCO and the ESSD.
- b. The ESPA shall be signed within 10 days of approval from Hon'ble OERC for adoption of tariff, if not extended by GRIDCO. Subsequent extension in this timeline shall be finalized as mutually agreed by GRIDCO and the ESSD. The ESPA will be executed between GRIDCO and the selected bidder or its SPV separately for each Project after adoption of tariff by the OERC.
- c. Omitted.
- d. The Performance Bank Guarantee as per Clause 4.7 above, shall be submitted by the ESSD prior to signing of ESPA. Before signing of ESPA between GRIDCO and the ESSDs, GRIDCO will verify the shareholding of the ESSD or its SPV along with a copy of complete documentary evidence of the same as well as the certificates / necessary documents from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project from where the Bidder(s) is committing the required provision of ESS capacities, including arrangements of funds in the form of Equity. If at this stage or subsequently it is found that the documents furnished by the ESSDs are false / misleading or misrepresented in any way, then the provisions contained in this RFS will be applicable.
- e. Successful bidders will have to submit the required documents to GRIDCO within 25 days from the issue of LOA. In case of delay in submission of documents beyond the 25 days as

mentioned above, GRIDCO shall not be liable for delay in verification of documents and subsequent delay in signing of the ESPA. Effective Date of the ESPA shall be the date of signing of the ESPA.

- f. In case of default in achieving above condition as may be applicable within the stipulated time, GRIDCO shall be entitled to encash the PBG and shall remove the Project from the list of the selected Projects, unless the delay is on account of factors not owing to any action or inaction on the part of the ESSD or caused due to a Force Majeure as per ESPA. An extension can however be considered, on the sole request of ESSD, on advance payment of extension charges of INR 1,000/- per day per MW.
- g. Omitted.
- h. Omitted.
- i. Omitted.
- j. **Special provisions for capacities being contracted through SPVs:** The successful Bidder providing power supply from the ESS, shall ensure that its shareholding in the SPV / Project Company executing the ESPA, shall not fall below 51% at any time prior to commencement of the ESS services (effective date of the ESPA). In the event the successful Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the ESPA, shall not fall below 51% at any time prior to the effective date of the ESPA. However, in case the ESS services are being provided from a project being set up by a listed Company, this condition will not be applicable.
- k. In case of the selected Bidder itself executing the ESPA, it shall ensure that controlling shareholding of the bidding company remains unchanged until the effective date of the ESPA. However, in case the ESS services are being provided from a project owned directly by a listed Company, this condition will not be applicable.
- l. In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid-up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained up to the effective date of the ESPA.
- m. Any change in the shareholding after the ESPA is signed can be undertaken under intimation to GRIDCO.
- n. In the event of change in Shareholding / Substitution of Promoters triggered by the Financial Institutions or otherwise, leading to signing of fresh ESPA with a new entity, an amount of INR 10 Lakh per contract +18% GST, as Facilitation Fee (non- refundable) shall be deposited by the ESSD to GRIDCO.

## Section V

### QUALIFICATION REQUIREMENTS FOR BIDDERS

#### 5.1 General Eligibility Criteria

Bidders participating in the RFS will be required to meet the following eligibility criteria (as applicable).

- a. The Bidder must fall under either of the following categories:
  - i. A Company under the Companies Act, 1956/ 2013.
  - ii. A foreign Company under the respective Nation's Laws may participated as defined in the clause 5.1 (c) below.
  - iii. A Consortium comprising the above entities.

The above would be subject to the relevant Acts, Rules, Guidelines, Orders and Policy documents of the Government of India as amended from time to time.

- b. A Consortium shall participate with one of the consortium partners as the Lead Member. Consortium shortlisted and selected based on this RFS has to necessarily form a Project Company and get it registered under the Companies Act, 1956/ 2013 prior to signing of ESPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple capacity offers have been made by a Consortium, separate Project Companies can be formed for each offer. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format CONAGR).
- c. In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a "Special Purpose Vehicle" (SPV), i.e. an Indian Company registered under the Companies Act, 1956/ 2013 as its subsidiary Company, with at least 51% shareholding in the SPV, before signing of ESPA. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.
- d. In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD Dated 23.07.2020 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RFS:
  - i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).

- ii. "Bidder" in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this clause, means:
  - I) An entity incorporated, established or registered in such a country; or
  - II) A subsidiary of an entity incorporated, established or registered in such a country; or
  - III) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - IV) An entity whose beneficial owner is situated in such a country; or
  - V) An Indian (or other) agent of such an entity; or
  - VI) A natural person who is a citizen of such a country; or
  - VII) A consortium where any member of the consortium falls under any of the above.
- iv. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format DSCLSR and Annexure Format DSCLSR
- v. Other provisions of the referred OM dated 23.07.2020, except Sl. 11 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.
- e. Limited Liability Partnership (LLPs) are not eligible for participation.
- f. A Bidder which has been selected as Successful Bidder based on this RFS can also execute the ESS services through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for providing the ESS services, with at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 1956/ 2013, before signing of ESPA.

## **5.2 Technical Eligibility Criteria**

- a. Under this RFS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely availing of the ESS capacities. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format TECHTIEUP of the RFS.

- b. The ESSD projects which are used to provide the ESS services should meet the performance criteria outlined under Clause 3.5.

### **5.3 Financial Eligibility Criteria**

- a. **Net-Worth/ Asset Under Management (AUM) or Investible Funds** – The Net Worth of the Bidder shall be equal to or greater than INR 1,00,00,000 /MW (Rupees One Crore / MW) of the quoted capacity (in MW), on an average for previous three Financial Year, i.e. from FY 2020-21 to 2022-23. For example, for a 250 MWh (50 MW x 5 hrs) capacity offer, the minimum Net Worth requirement to be demonstrated shall be Rs. 50 Crores.
- b. The net-worth/value of AUM to be considered for the above purpose will be the cumulative net-worth of the Bidder or consortium members. The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the Net Worth criteria as per the RFS. In case of the Bidder being a Bidding Consortium, any Member may meet the above criteria on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to provide the Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the RFS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of ESPA.
- c. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013.
- d. For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.
- e. A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2022-23, or as on the day at least 7 days prior to the bid submission deadline, along with net worth from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

- f. In case Final Audited Annual Accounts for the last financial year are not available, then GRIDCO shall accept the Provisional Accounts which are duly certified by a practicing Chartered Accountant of India and at least two directors or one director and the company secretary. Provided that an undertaking signed by at least two directors or one director and the company secretary is submitted by the bidder confirming that Final Audited Annual Accounts for the last financial year are not available as on date of bid submission.
- g. For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.
- h. In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 5.3.g above.
- i. In case the response to RFS is submitted by a Consortium, then the financial requirement (the Net-Worth) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company. For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 500 MWh (100 MW x 5 hrs), then, total Net-Worth to be met by the Consortium is Rs. XXX Lakh x 100 MW = Rs. XXXX Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. XXXXX Crores (70%) and to be met by Consortium Member B would be Rs. XX Crores (30%).
- j. For the limited purpose of meeting the technical and financial eligibility criteria, in addition to using credentials of the Affiliates having more than 50% shareholding in the Bidding Company, the Bidder may use credentials of those Affiliates who do not control more than 50% of the bidding company, subject to the following:
  - i. The qualification criteria parameters will be met proportionately to the equity contribution of the entity whose credentials are being used to meet the requirement. For example, in case of Net Worth requirement being Rs 100 Crore and the strength of an Affiliate is used which owns 30% of the total shareholding in the bidder, the said Affiliate should be able to meet up to Rs 30 Crore of the Net Worth.
  - ii. In case the strength of an Affiliate is being used for meeting the eligibility criteria, shareholding pattern of the respective Affiliate will be locked-in up to effective date of the ESPA.

## Section VI

### BID EVALUATION AND SELECTION OF PROJECTS

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this RFS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

#### 6.1 Bidding Process

- a. GRIDCO has issued this RFP for procurement of power from ESS Projects as per details mentioned above and this RFP has been uploaded on the [www.tenderwizard.com/GRIDCO](http://www.tenderwizard.com/GRIDCO) portal and GRIDCO's website ([www.gridco.co.in](http://www.gridco.co.in)).
- b. The documents uploaded shall be digitally signed using the Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the RFP and upload the latest documents as part of the Bid.
- c. The process of e-Bidding shall be conducted online, in accordance with the provisions laid herein. Each e-Bidding event shall comprise of two parts i.e. e-Tender and e-Reverse Auction. An event may have multiple requisitions (i.e. independent requirements of power at different time or places). To participate in the event each Bidder will have to specify the source(s) of power for that particular bid. Each bid will have only one price per requisition accompanied by total quantum of power, the Bidder intends to supply and minimum threshold quantum acceptable to the Bidder. However, the Bidder shall have the option to choose the requisition of an event in which it intends to participate. Each of the bid will have to be signed by the Digital Signature of the Bidder.
- d. The Bidder shall use one Digital Signature to submit bid through one login and for each login the Bidder may submit only one price bid from one source. However, against each requisition the bidder have the option to bid multiple bids from separate logins either from same or different sources. The bidder needs to ensure that only one bid is submitted from one source. In the event if two bids are received from the same source, both bids would be treated as non-responsive.
- e. Bidders shall be required to submit separate non-financial technical Bids and Financial Bids i.e. Initial Price Offer (IPO) through e-Bidding portal. The Bidder will have the option to indicate their minimum threshold quantity and the same would be considered for allocation of power to the Bidder(s). The non-financial Bids shall contain the acceptance of general terms and conditions without any deviation and information about the sources from which the Bidder shall supply the power. Bidders shall also be required to furnish necessary EMD/ BG along with the Bids. The Bidders can revise their IPOs before date and time of submission of RFP. GRIDCO or its Authorised Representative can seek clarifications/ documents required in connection with technical bid. After acceptance of the non-financial technical Bids, the Financial Bids shall be opened as per the procedures specified in the Bid Document.
- f. The IPO shall be strictly as per the terms of RFP and shall be unconditional. The conditional price bid shall be summarily rejected.

## **6.2 Compliance to the terms and conditions:**

The Bidders are advised to ensure that the bid is fully compliant with the requirements specified, terms and conditions contained in the Bid Document.

## **6.3 Opening and Evaluation of Bids:**

- i. To ensure competitiveness, the minimum number of Bidders should be at least two for each requisition. If the number of Bidders responding to the RfP is less than two, and GRIDCO still wants to continue with the selection process, then it shall be the sole discretion of GRIDCO to go ahead with the tendering process.
- ii. GRIDCO shall constitute a Standing Committee for evaluation of the Bids.
- iii. Non-financial bids will be opened by GRIDCO or its Authorized Representative electronically from the website stated above, using their Digital Signature Certificate.
- iv. Non-financial bids for those tenders whose original copies of documents as mentioned in Clause 3.9 have been received and who have deposited the e-Bidding Fee will only be opened. Proposals corresponding to which original document proof as mentioned in the Clause 3.9 has not been received, will not be opened and will stand rejected.
- v. GRIDCO or its authorized representative can seek clarifications/ documents required in connection with technical bid. After acceptance of the non-financial bids, the Financial Bids, Initial Price offer (IPO) shall be opened as per the procedures specified in the Bid document.
- vi. The Bidder will have to submit a single price bid quoting a single tariff in INR per kWh upto 02 decimal places. If the tariff is quoted with more than 02 decimal places, the digits beyond the 02 decimal places shall be ignored. (For e.g. if the quoted tariff is Rs. 3.1084/ kWh, then it shall be considered as Rs. 3.10/ kWh)

## **6.4 E - Reverse Auction (e-RA):**

- i. The shortlisted Bidders will be intimated individually by system generated emails only.
- ii. The reverse auction should start within 120 minutes of opening of Initial Price Offers and shall continue for a period of next 120 minutes. During the Reverse Auction the Bidders will have the option of reducing the tariff quoted by them in decrements of One (1) paisa or multiples thereof.
- iii. During the Reverse Auction the prevailing Lowest Tariff would be visible to all the Bidders.
- iv. Provided that during the last 10 (ten) minutes before the scheduled close time of e-Reverse auction, if a price bid is received which is lower than the lowest prevailing price bid recorded in the system during e-Reverse auction, the close time of e-Reverse Auction will be automatically extended by 10(ten) minutes from the time of the last price bid received. This process of auto



extension will continue till there is a period of 10 (ten) minutes during which no price bid is received which is lower than the prevailing lowest price bid.

## 6.5 Selection of Successful Bidders

- a. Subsequent to conclusion of the e-RA process, the bidders in the “Green” and “Yellow” zones as per Clause 6.4.j above, will be listed in the increasing order of the tariffs discovered at the end of e-RA.
- b. The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 2% of the L1 tariff-hereinafter referred to as “the range”- will be declared as Successful Bidders under the RFS, subject to the following conditions:
  - i. In case the cumulative capacity shortlisted as per the range exceeds  $S_E$  (capacity eligible for Award as per Clause 6.4 above), the list of Successful Bidders shall be limited by  $S_E$ .
  - ii. in a borderline case, i.e. the scenario wherein more than one bidder is eligible to be declared as Successful Bidder at the highest tariff (the tariff at the end of the range), and the cumulative capacity exceeds  $S_E$ , time stamping of bidders shall be used to limit allocation of cumulative capacity up to  $S_E$ . In such cases, those bidders who are at the same tariff, but they are ranked lower than the ones which fall within the cumulative capacity limit of  $S_E$ , will not be eligible to be declared as Successful Bidders.
  - iii. In other words, in every possible scenario, the total capacity to be Awarded under the RFS shall be limited to  $S_E$ .
  - iv. Time stamping- In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same), they will be considered in the chronological order of their last quoted tariff during the e-RA with preference to be given to that Bidder who has quoted his last tariff during the e-RA, earlier than others.
  - v. In the above case, if the time of quote also becomes exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows:
    - Step 1: Lowest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.
    - Step 2: Ranking will be done based on draw of lots.
- c. **Note:** The allocation of cumulative project capacity shall be closed at  $S_E$ . In case of the last selected Bidder, if the balance project capacity is less than the total capacity mentioned by the bidder, then the capacity allotment shall be as per Clause 6.5.d. of the RFS.

- d. In case the partial capacity is offered to the last Successful Bidder as per Clause 6.4 above and such partial capacity allotment is less than 50% of the quoted capacity of the bidder, the bidder shall have option to exit from such lower capacity allotment. However, it shall be mandatory for the last Bidder to accept the partial capacity less than 50% of its quoted capacity if such capacity allotment is 100 MW or above. In case the last Bidder refuses to accept partial capacity offered by GRIDCO as above, the Bank Guarantee(s) against EMD submitted by such Bidder shall be encashed by GRIDCO.

#### **6.6 Issuance of LOIs**

- a. At the end of the selection process, a Letter of Intent (LOI) will be issued to the successful Bidders for the selected capacity offers. In case of a Consortium being selected as the successful Bidder, the LOI shall be issued to the Lead Member of the Consortium.
- b. GRIDCO reserves the right to annul the bid process without any financial implications to any of the parties concerned, except for the non-refundable fees submitted by the bidders.
- c. 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.
- d. ESPA to be signed between ESSD & Procurer (GRIDCO) for Awarded capacity within 10 Days of approval of tariff by Hon'ble OERC or any other extended date as mutually agreed between GRIDCO and the successful bidders otherwise the Awarded capacity shall stand cancelled.

## Section 7

### (Sample Forms and Formats)

#### Format CL-1

(The Covering Letter should be submitted on the Letter Head of the Bidding Company / Lead Member of Consortium)

Reference No.: \_\_\_\_\_

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

**From:**

(Insert Name, Address, Telephone, Fax, Email etc. of the Sender)

**To:**

[Name, Address & Contact Details of GRIDCO's Authorized Officer]

**Sub:** Response to RFS No. \_\_\_\_\_, dated \_\_\_\_\_, for [insert title of the RFS.]

Dear Sir/ Madam,

1. 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 ESPA for availability of Contracted Capacity for the Term of the ESPA to GRIDCO, hereby submit our response to the RFS.
2. 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 DSCLSR) OR We confirm that in the response to the aforesaid RFS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RFS, and accordingly, we have submitted requisite undertaking as per Format CONAGR in this regard [strike out whichever not applicable].
3. We also confirm that we, including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RFS for more than cumulative capacity of 550 MW/2500 MWh, including this response to RFS.
4. We are submitting response to this RFS for supply of ESS services from the following Project(s) [add or remove rows as applicable]:

Contract Capacity Offered	Interconnection / Delivery Point	Project Reference*

*\* The preferences of the Projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in the RFS, subject to availability of such project after selection by other bidders having rank better than the last bidder.*

5. We give our unconditional acceptance to the RFS, dated.....[Insert date in dd/mm/yyyy], standard ESPA documents attached thereto, issued by GRIDCO. In token of our acceptance to the RFS and ESPA documents 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 ESPA is executed as per the provisions of the RFS and provisions of ESPA, upon our selection in the e-Reverse Auction process, and shall be binding on us. Further,

we confirm that the Power supply from the ESS shall commence as per the Timeline mentioned in the ESPA.

6. Earnest Money Deposit (EMD): (Please read Clause 3.6 carefully before filling) We have enclosed EMD of INR ..... (Insert Amount), in the form of Bank Guarantee no..... [Insert bank guarantee number] dated .....[Insert date of bank guarantee] as per Format BG1 from ..... [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause 3.6 of this RFS. The total capacity of the BESS Project offered by us is.....MW//..... MWh [Insert cumulative capacity proposed]. (Strike off whichever is not applicable).
7. We hereby declare that in the event our bid(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, within due time as mentioned in Clauses 3.7 and 3.8 of this RFS on issue of LOA by GRIDCO, and/or we are not able to sign ESPA with GRIDCO within the timeline as stipulated in the RFS for the contracted ESS, GRIDCO shall have the right to take action as per provisions of Format EMD of the RFS.
8. We have submitted our response to RFS strictly as per the Sample Forms and Formats of this RFS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
9. **Acceptance:** 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 from the provisions of the RFS and also waive and withdraw all claims in respect of this process. We also unconditionally and irrevocably agree and accept that the decision made by GRIDCO in respect of Award of Contracts for the ESS Capacities according to our preference order as above and in line with the provisions of the RFS, shall be binding on us.
10. **Familiarity with Relevant Indian Laws, Regulations and Orders:** We confirm that we have studied the provisions of the relevant Indian Laws, Regulations and Order issued by judicial bodies as required to enable us to submit this response to RFS and execute the ESPA, in the event of our selection as Successful Bidder.
11. In case of our selection as the Successful bidder and the ESS services being provided by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall be responsible for its successful operation and honoring of the ESPA. Further we will submit a Board Resolution prior to signing of ESPA with GRIDCO, committing our such actions supporting the SPV.
12. We are submitting our response to the RFS with formats duly signed as desired by you in the RFS online for your consideration.
13. 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.
14. 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.
15. We confirm 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 180 (One Hundred Eighty) Days from the last date of submission of response to RFS].
16. Contact person for ESDD: Details of the representative to be contacted by GRIDCO are furnished as below:  
(Name, Address, Phone No., Mobile No., E-mail address etc.)
17. 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 seller's event of default under ESPA and consequent provisions of ESPA shall apply.

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

Thanking you,

Yours faithfully,

(Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration is submitted.)

**Format PoA-1**

**FORMAT FOR POWER OF ATTORNEY  
(Applicable only in case of Consortium)**

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

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

KNOW ALL MEN BY THESE PRESENTS THAT M/s..... having its registered office at ....., and M/s ..... having its registered office at....., (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named ..... (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....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 all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RFS No.....

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

- i. To submit on behalf of Consortium Members response to RFS.
- ii. 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 ESPA.

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 WITNESS WHEREOF M/s....., as the Member of the Consortium have executed these presents on this..... day of under the Common Seal of our company.

For and on behalf of Consortium Member

M/s.....

----- (Signature of person authorized by the board)

Name:

Designation:

Place:

Date:

**Accepted.**

-----

(Signature, Name, Designation and Address of the person authorized by the Board of the Lead Member)

**Attested.**

-----

(Signature of the Executant)

-----

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

Place:

Date:

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-II, Definition of Terms of the RFS.

**Format EMD-1**

**FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)**

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference: .....

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 [Insert title of the RFS] of the cumulative capacity of MW/MWh [Insert cumulative Project capacity proposed] for offering Energy Storage System on long term basis, in response to the RFS No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Grid Corporation of Odisha 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 & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to GRIDCO at [Insert Name of the Place from the address of GRIDCO] forthwith without demur on demand in writing from GRIDCO or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees [Insert amount not less than that derived on the basis of Rs. XXX Lakhs 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 Clause No. 3.6 of this RFS] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or 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 INR.....(Indian Rupees \_\_\_\_\_ only). Our Guarantee shall remain in force until [insert date of validity in accordance with Clause No. 3.6 of this RFS]. GRIDCO shall be entitled to invoke this Guarantee till [insert date of validity in accordance with Clause No. 3.6 of this RFS].

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

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 branch located in 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 not 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.

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.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to State Bank of India and a confirmation in this regard is received by GRIDCO.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR (Indian Rupees Only) and it shall remain in force until [Date to be inserted on the basis of Clause No. 3.6 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 and Address of the Bank]

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

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

**Format PBG**

**FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)**

(To be submitted Separately for each Project)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference: .....

Bank Guarantee No.: .....

Date: .....

In consideration of the [Insert name of the Bidder] (hereinafter referred to as 'selected Energy Storage System Developer') submitting the response to RFS inter alia for .....[insert title of the RFS] of the capacity of ..... MWh, at .....[Insert name of the place], in response to the RFS dated... .....issued by Grid Corporation of Odisha Limited (hereinafter referred to as GRIDCO) and GRIDCO, considering such response to the RFS of.....[Insert name of the Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the services of the Energy Storage System Developer (ESSD) and issuing Letter of Intent No. to (Insert Name of selected Energy Storage System Developer) as per terms of RFS and the same having been accepted by the selected ESSD resulting in a Energy Storage Purchase Agreement (ESPA) to be entered into, for procurement of capacity [from selected Energy Storage System Developer, 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 Indian Rupees [Total Value] only, on behalf of M/s [Insert name of the selected Energy Storage System Developer] This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or 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 INR (Indian 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 a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

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 branch located Vadodara 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 Energy Storage System Developer as applicable] and / or any other person. The Guarantor Bank shall not 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.

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 Energy Storage System Developer, to make any claim against or any demand on the selected Energy Storage System Developer or to give any notice to the selected Energy Storage System Developer or to enforce any security held by GRIDCO or to exercise, levy or enforce any distress, diligence or other process against the selected Energy Storage System Developer.

This BANK GUARANTEE shall be effective when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to GRIDCO's Bank and a confirmation in this regard is received by GRIDCO.

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 ESPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR (Indian Rupees Only) and it shall remain in force until.....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 and Address of the Bank]

Contact Details of the Bank:

E-mail 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

Notes:

- 1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.

**Format BOARD\_RES**

**FORMAT FOR BOARD RESOLUTION**

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 vide RFS No. for (insert title of the RFS), including signing and submission of all documents and providing information/ response to RFS to the Grid Corporation of Odisha 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 ESS services. (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 or Projects from where the ESS power shall be provided. (To be provided by the Bidding Company)

*[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. 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 or Projects from where the ESS power shall be provided. (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 ESSD's Project or Projects, 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 CONAGR

### FORMAT FOR CONSORTIUM AGREEMENT

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

THIS Consortium Agreement (“Agreement”) executed on this **Day of Two Thousand and Twenty-four** 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 Energy Storage Purchase Agreement (in case of Award), against RFS No. dated issued by Grid Corporation of Odisha Limited (GRIDCO) a Company incorporated under the Companies Act, 2013, and having its Registered Office at Janpath, Bhubaneswar – 751022, Odisha.

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 ESS Power under this RFS for (insert title of the RFS);

WHEREAS, GRIDCO had invited response to RFS vide its Request for Selection (RFS) dated \_\_\_\_\_

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 indicate their share of investment and nature of association for the ESS services to be provided from the particular Project(s).

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

1. 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-3..., Member-n and to submit the response to the RFS.
2. 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.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the services to be provided and any other obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. 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 commercial and financial 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.
5. We acknowledge that after the execution of ESPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the ESSD Project shall be maintained up to effective date under the ESPA.
6. It is further specifically agreed that the Lead Member shall be liable irrespective of its scope of work or financial commitments.

7. This Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Bhubaneswar / Odisha alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

8. 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 Guarantee in favour of GRIDCO as per the terms of the RFS.

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

10. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RFS.

11. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the ESPA except with prior written consent of GRIDCO.

12. This Agreement

a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;

b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and,

c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of GRIDCO.

13. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RFS and ESPA.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s [Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated)

Witnesses:

1) Signature-----

Name:

Address:

2) Signature -----

Name:

Address:

For M/s [Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated )

Witnesses:

1) Signature -----

Name:

Address:

2) Signature -----

Name:

Address:

For M/s [Member n]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated )

Witnesses:

1) Signature -----

Name:

Address:

(2) Signature -----

Name:

Address:

-----  
Signature and stamp of Notary of the place of execution



**Format FINREQ**

**FORMAT FOR FINANCIAL REQUIREMENT**

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref. No. \_\_\_\_\_

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

**From:**

(Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.:

Fax:

E-mail:

**To:**

(Name, Designation and Office Address of the GRIDCO Bid Officer)

**Sub:** Response to RFS No. \_\_\_\_\_ dated \_\_\_\_\_.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RFS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth/AUM criteria, by demonstrating a Net Worth/AUM of Rs.....Cr. (... .....in words) as on the last date of Financial Year 2022-23 or as on the date at least 7 days prior to the bid submission deadline (Strike our wherever not applicable).

This Net Worth/AUM has been calculated in accordance with instructions provided in Clause 39.1 of the RFS.

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

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

Name of the Bidding Company	Name of the affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth / AUM (Rs. Crores)
Company 1			
<b>TOTAL</b>			

*\*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]

Net Worth/AUM Requirement to be met by Member in Proportion to the Equity Commitment:

INR -----Crore (Equity Commitment (%) \* Rs. [ ] Crore)

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

Name of the consortium member company	Name of Affiliate(s) whose net worth / AUM is to be considered	Relationship with Bidding Company* (If any)	Net Worth / AUM (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth / AUM (in Rs. Crore)
Company 1					
...					
...					
<b>TOTAL</b>					

\* 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.

(Signature & Name of the Authorized Signatory) (Signature and Stamp of CA)

Date:

Membership No.

Regn. No. of the CA's Firm:

**Note:**

(i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth duly certified by the Chartered Accountant.

(ii) 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 UNDERTAKING**

**UNDERTAKING**

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to the GRID Corporation of Odisha Limited (GRIDCO), in respect to our response to RFS vide RFS No. \_\_\_\_\_ dated, \_\_\_\_\_ , that M/s (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender.

Further, we also undertake that the Bidder & any of its Affiliate, including any Consortium Member & any of its Affiliate, their directors have not been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies.

(Name and Signature of the Authorized Signatory)

**Format DSCLSR**

**FORMAT FOR DISCLOSURE**

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

Ref. No. \_\_\_\_\_

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

**From:**

(Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.:

Fax:

E-mail:

**To:**

(Name, Designation and Office Address of the GRIDCO Bid Officer)

**Sub:** Response to RfS No. \_\_\_\_\_, dated \_\_\_\_\_.

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RFS process for the RFS No. \_\_\_\_\_ 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 undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RFS/ESPA including but not limited to cancellation of our response to this RFS and LOA/ESPA as applicable, we, i.e. M/s (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by GRIDCO for a period of 2 years from the date of default as notified by GRIDCO.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 37.4 of the RFS, and are complying with the requirements as per the referred OM dated 23.07.2020 except SI. 11 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RFS. We understand that in case of us being selected under this RFS, any of the above certificates is found false, GRIDCO shall take appropriate action as deemed necessary.

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

Thanking you,

Yours faithfully,

[Signature]

(Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.)

**Annexure to Format DSCLSR**

**RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES**

**MoF OM No 6/18/2019-PPD dated 23.07.2020**

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

Ref. No. \_\_\_\_\_

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

**From:**

(Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.:

Fax:

E-mail:

**To:**

(Name, Designation and Office Address of the GRIDCO Bid Officer)

**Sub:** Response to the RFS No ..... dated .....for the tender for .....

Dear Sir/ Madam,

This is with reference to attached order vide OM no. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, MoF, Govt of India.

We are hereby submitting the following declaration in this regard:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached."

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 the tender will be rejected.

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

Thanking you,

Yours faithfully,

[Signature]

(Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.)

**Encl:** OM dated 23.07.2020, as referred above.

**Format TECHTIEUP**

**DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP**

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

(To be submitted separately for each ESS capacity being offered)

Ref. No. \_\_\_\_\_

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

1. **Name of the Bidder / Consortium:**
2. **Location of the ESS project(s):**
3. **Contracted capacity proposed (in MW and in MWh):** (PROVIDE SEPARATELY FOR EACH ESS PROJECT)
4. **Technology Proposed to be adopted for the Project:**

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

Thanking you,

Yours faithfully,

[Signature]

(Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.)

**Format CL\_FINBID**

**FORMAT FOR SUBMISSION OF FINANCIAL BID**

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

Ref. No. \_\_\_\_\_

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

**From:**

(Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.:

Fax:

E-mail:

**To:**

(Name, Designation and Office Address of the GRIDCO Bid Officer)

**Sub:** Response to the RFS No ..... dated .....for the tender for .....

Dear Sir/ Madam,

I/ We, (Insert Name of the Bidder) enclose herewith the Financial Proposal for selection of my/ firm for provision of ESS services for a cumulative capacity of \_\_\_\_MW/ \_\_\_\_MWh in Odisha at the indicated OPTCL Substation (Delivery Point) as Bidder for the above.

**[Please delete before printing and submitting:** Bidder may use any format to provide the break-up for its quote for any or all of the combinations of capacities mentioned under Clause 1.2.e of this RFS. Please modify the above paragraph accordingly for indicating your offer.]

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.

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

Thanking you,

Yours faithfully,

[Signature]

(Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.)

**Notes:**

1. There can be only one tariff for all the projects applied for. If the bidder quotes two tariffs or combination thereof for the projects, then the bid shall be considered as nonresponsive.
2. The quoted tariff shall be inclusive of all taxes till the submission of bid / validity of bid.

3. Tariff requirement shall be quoted as a fixed amount for cumulative capacity of Rs. / MW / Month 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 shall be considered at GRIDCO's discretion.
5. Tariff should be in Indian Rupee in whole numbers only (no decimal places allowed).



## **Annexure – 1: SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION**

### **General**

The Special Instructions (for e-Tendering) supplement 'Instructions to Bidders', as given in these RFS Documents. Submission of Online Bids is mandatory for this RFS.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Grid Corporation of India Limited (GRIDCO) has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the e-tendering portal [www.tenderwizard.com/GRIDCO](http://www.tenderwizard.com/GRIDCO).

### **Instructions**

#### **a. Tender Bidding Methodology:**

##### Sealed Bid System

Single Stage Two Envelope

##### Auction

The sealed bid system would be followed by an 'e-Reverse Auction'.

#### **b. Broad Outline of Activities from Bidder's Perspective:**

[Content to be provided for instructing bidders how to do e-Reverse Auction in the portal.]

#### **c. Digital Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

#### **d. Registration:**

Bidders need to register in the e-tendering portal [www.tenderwizard.com/GRIDCO](http://www.tenderwizard.com/GRIDCO) for downloading the tender details, submitting the queries, submission of technical and financial bids and participate in the e-reverse auction. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities.

#### **e. Terms & Conditions of e-Reverse Auction**

After opening of financial bids and short-listing of bidders based on the tariff and total capacity offered for qualified bids, GRIDCO shall resort to "e-REVERSE AUCTION PROCEDURE". Reverse Auction shall be conducted as per methodology specified in Section V and other provisions of Reverse Auction in RFS Documents and their subsequent Addenda / Amendments/ Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

- i. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
- ii. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to [www.tenderwizard.com](http://www.tenderwizard.com).
- iii. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RFS document or intimated later on, for compliance.

- iv. Reverse auction will be conducted on scheduled date & time, as mentioned in the RFS document.
  - v. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately in the RFS document.
  - vi. If the Bidder or any of his representatives are found to be involved in Price manipulation / cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant GRIDCO guidelines, shall be initiated by GRIDCO.
  - vii. The Bidder shall not divulge either his Bids or any other exclusive details of GRIDCO to any other party.
  - viii. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
- f. Bidders should also note the following:
- i. Although extension time is '8' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last-minute hosting of the Financial Bid during reverse auction.
  - ii. Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of GRIDCO, bid process, bid technology, bid documentation and bid details.
  - iii. It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
  - iv. Technical and other non-commercial queries (not impacting price) can only be routed to the GRIDCO contact personnel indicated in the RFS document.
  - v. Order finalization and post order activities such issue of LOA, signing of ESPA etc. would be transacted directly between successful bidder(s) and GRIDCO.
  - vi. Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches. GRIDCO will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
  - vii. Bidders may note that it may not be possible to extend any help, during e-Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.