

Expression of Interest (EOI)

for

Supply of Power under Captive / Group Captive

arrangement to

Chhatrapati Shivaji Maharaj

International Airport (CSMIA),

Mumbai

Mumbai International Airport Limited,
Chhatrapati Shivaji Maharaj International Airport, 1st Floor, Terminal 1, Santacruz East, Mumbai -
400099, India

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DISCLAIMER

1. The information contained in or as part of the Expression of Interest document (“**EOI**”) or otherwise provided to Applicants, was obtained from various sources and is offered in good faith for the guidance of the Applicants only.
2. Each Applicant is obliged to become acquainted with all the provisions of the Applicable Laws affecting the Application, the execution of the power purchase agreement and fulfilment of its terms. Applicants are deemed to have knowledge of and be in full compliance with all the Applicable Laws. Applicants acknowledge and agree that MIAL shall be entitled to disqualify any Applicant and exercise any other remedies it may have (including, without limitation, seek damages for loss of profit / loss of revenues), if any proceedings are brought against any Applicant and / or MIAL and / or any party, for breach of any Applicable Laws in relation to such Applicant’s Application.
3. Any communication to the Applicants from MIAL shall be valid only if received in writing from any person authorized by MIAL.
4. The EOI is not intended to form the basis of a decision to enter into any transaction with respect to the Agreement or any other investment decision and do not constitute an offer, invitation or recommendation to enter into or make any such transaction or decision.
5. Neither MIAL nor its employees, agents, directors, consultants, advisors, contractors or sub-contractors, make any representation or warranty, express or implied, or accept any responsibility or liability as to the accuracy or completeness of the information contained in the EOI or information made available or to be made available in connection with MIAL, its business activities or the Airport and nothing contained herein or provided or to be provided to the Applicants is or shall be relied upon as a promise or representation, whether as to the past or as to the future.

SECTION I : INTRODUCTION TO APPLICANTS

1.1 INTRODUCTION

A. ABOUT MIAL

Mumbai International Airport Limited (“**MIAL**”) is operating, managing and developing the Chhatrapati Shivaji Maharaj International Airport, Mumbai (“**CSMIA**”) pursuant to the Operation, Management and Development Agreement dated April 4, 2006 entered into between Airports Authority of India and MIAL (“**OMDA**”).

Under the OMDA, MIAL has the exclusive right and authority, *inter alia*, to operate, manage and develop and provide aeronautical and non-aeronautical services at CSMIA for a term of 30 years starting from May 3, 2006, with an option (subject to the provisions of the OMDA) to extend the term for an additional period of 30 years.

B. SCOPE OF WORK

MIAL intends to procure energy of 135 MUs on annual basis for the consumption of CSMIA during the Term of the PPA which is proposed to be 25 years from scheduled date of power supply or till the expiry of the Concession Agreement, whichever is earlier. Scope of work has further been elaborated in [Annexure 2](#).

C. INVITATION

MIAL hereby invites all interested companies, whether private or public (“**Applicant(s)**”) and having experience as given in this EOI document, to submit their expression of interest by way of an application (“**Application**”). MIAL intends to shortlist Applicants based on the Application submitted by them for further bidding process. It is clarified that mere invitation by MIAL for participating in further bidding process does not constitute any contract between MIAL and any Applicant(s).

1.2 SCHEDULE FOR EOI PROCESS

The schedule for EOI process is specified in Clause 2.3 below. MIAL reserves the right to change the schedule at its sole discretion. Any such changes shall be intimated to the respective Applicant at the email address specified in its Application.

1.3 CONTACT DETAILS

The following is the address and contact details for submission of Applications (by courier or registered post or hand delivery) in accordance with this EOI:

**Head - Procurement,
Mumbai International Airport Limited,
Chhatrapati Shivaji Maharaj International Airport,
Near Terminal 1B Arrivals, Santacruz (East), Mumbai - 400 099, India**

Applicants may seek clarifications in relation to this EOI by sending an email to: procurement.csmia@adani.com for all email communications related to this EOI, please mention subject as “**EOI FOR SUPPLY OF POWER UNDER CAPTIVE / GROUP CAPTIVE ARRANGEMENT TO CSMIA**” in the subject line of the email.

1.4 DEFINITIONS & INTERPRETATIONS

- A. Throughout this EOI, unless indicated otherwise by the context, the singular also means plural.
- B. Any reference in this EOI to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision, and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it, as may be from time to time amended, modified, extended or re-enacted, whether before or after the date of this EOI.
- C. The words “hereof,” “herein”, “hereunder” and words of similar import when used in this EOI shall refer to this EOI as a whole and not to any particular provision of this EOI. The words “include” and “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import.
- D. The headings and sub-clauses of this EOI are intended for convenience only and shall not in any way affect the meaning or construction of any provision therein.
- E. Words and abbreviations, which have well known technical or trade or commercial meanings are used in this EOI in accordance with such meanings.
- F. References to recitals, clauses are, unless the context otherwise requires, references to recitals and clauses of this EOI.
- G. References to days, months and years are references to calendar days, calendar months and calendar years respectively.
- H. References to person shall mean any natural or legal person.
- I. References in this EOI to any consent or approval or permission or satisfaction or confirmation or certificate or agreement by an Entity shall, in each case, mean in written form and signed by an authorized signatory of such Entity.
- J. “Applicable Laws” means all laws, statutes, rules, regulations, codes, treaties, of any national, state or local government or any statutory or regulatory authority; all orders, decrees, rules, directions, guidelines, notifications or interpretations of any executive, administrative, judicial or quasi-judicial body; including all Applicable Permits; all as in force and effect from time to time; that are applicable to or binding upon (i) the person the property, or

- matter in question; or (ii) the work or any portions thereof.
- K. “Applicable Permits” means all consents, approvals, registrations, licenses, no-objections and permits required under or pursuant to the Applicable Laws.
- L. Following terms used in the documents will carry the meaning and interpretations as described below:
- (a) “**AAI**” shall mean Airports Authority of India Limited
 - (b) “**ACT**” or “**Electricity Act, 2003**” means the Electricity Act, 2003 read with the Electricity Rules, 2005 and any amendments / substitutions thereto.
 - (c) “**Airport**” shall mean Chhatrapati Shivaji Maharaj International Airport
 - (d) “**Airport Operator**” shall mean Mumbai International Airport Limited
 - (e) “**Affiliate**” shall mean a company that, directly or indirectly,
 - (i) controls, or
 - (ii) is controlled by, or
 - (iii) is under common control, 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 to the Board of Directors.
 - (f) “**Applicable Law/s**” shall mean, any statute, law, regulation, sub-ordinate legislation, ordinance, rule, judgment, rule of law, (interim or final), order, decree, by-law, clearance, approval, directive, guideline, circular, policy, requirement, code of practice or guidance note, or other governmental regulations, statutory, administrative restriction or any similar form of, decision of, or determination by, or any interpretation, policy or administration having the force of law of any of the foregoing, by any government authority having jurisdiction over the matter in question, whether in effect as on the date of this EOI or thereafter, and in each case, as amended.
 - (g) “**Applicant**” shall mean the Entity or Company who applies as per Annexure 1 to express interest as per this EOI document.
 - (h) “**Application**” shall mean the filled in Annexure 1 as submitted by the

Applicant.

- (i) **“Appropriate Commission”** means the Central Electricity Regulatory Commission and/or any relevant State Electricity Regulatory Commission under the provisions of the Electricity Act or such other succeeding authority or commission, as may be notified by the Government of India from time to time.
- (j) **Availability** shall mean 99% of power availability for supply to CSMIA in any hour as per terms and conditions of the PPA and SHA. Hourly availability (%) = (Energy Supplied / Energy Scheduled) × 100
- (k) **“Battery Energy Storage System” or “BESS”** shall mean the battery system installed to store energy generated from the solar and/or wind power generation facility as part of the Project, for use at a later time.
- (l) **“Captive Rules”** shall mean the relevant provisions of Applicable Law including the Electricity Act 2003 and the rules and regulations thereunder and the Electricity Rules 2005 specifying the terms and conditions for consumption of power under a captive power arrangement and any other requirement under Applicable Laws governing captive power projects and/or consumption of power under captive power arrangement, including but not limited to the Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations 2009, along with its amendments, Central Electricity Regulatory Commission (Sharing of ISTS transmission charges and losses) Regulations, 2020, Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023 (“Grid Code”), etc. specifying provisions pertaining to captive power projects, captive power generation, the terms and conditions for consumption of power under a captive power arrangement and any other requirement under Applicable Laws of any State pertaining to the same
- (m) **“CA” or “Concession Agreement”** shall mean the concession agreement dated [●] executed between AAI and the Consumer. The present Concession Agreement is valid till 30 April 2036 or till any prior termination as per terms and conditions set out in the Concession Agreement, subject to further renewal solely at the discretion of AAI, MIAL and other concerned stakeholders.
- (n) **“CEA”** shall mean Central Electricity Authority

- (o) **“Central Transmission Utility”** or **“CTU”** means Central Transmission Utility of India Limited, which has been notified as the Central Transmission Utility under Section 38 of the Electricity Act, 2003.
- (p) **“CERC”** means Central Electricity Regulatory Commission.
- (q) **“Company” or “Entity”** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.
- (r) **“Contracted Energy”** shall mean the MWh or MU contracted with the Airport Operator for supply of power by the Bidder to Airport Operator at the Delivery Point from the Project, based on which the PPA is executed with the Airport Operator.
- (s) **“Contracted Capacity”** – Contracted capacity means the capacity, expressed in MW, committed by the Selected Bidder for supply of power to MIAL at the Delivery Point
- (t) **“Contract Year”** shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding 31st March and thereafter each period of 12 (twelve) months beginning on 1st April and ending on 31st March provided that:
 - (i) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (twelve) Months commencing on 1st April and ending on 31st March, and
 - (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the PPA.
- (u) **“Control”** in respect to an entity, means:
 - (i) ownership or control (whether directly or otherwise) of more than 50% (fifty percent) or more of the equity share capital, voting shares or the like of the controlled entity; or

- (ii) ownership of equity share capital, voting shares, or the like by contract or otherwise, conferring control of, power to control the composition of, or power to appoint, a majority of the members of the board of directors, board of management, or other equivalent or analogous body of the controlled entity.
- (v) **“Controlling Shareholding”** shall mean more than 50% (fifty percent) of the voting rights and Paid-Up Share Capital in the Company
- (w) **“day”** shall mean calendar day.
- (x) **“Delivery Point”** shall mean the point of interconnection (s) of CSMIA with the DISCOM.
- (y) **“EBITDA”** shall have the meaning ascribed to such term in Clause 1.1.1(b)(ii).
- (z) **“Equity”** shall mean as defined in Companies Act, 2013.
- (aa) **“Equity Contribution”** shall mean the amount of investment agreed to be made by the Promoter and the Captive User in the Project in accordance with the terms and conditions laid down under the tender documents.
- (bb) **“Effective Date”** shall mean the date of signing of the PPA
- (cc) **“Financial Closure”** or **“Project Financing Arrangements”** means arrangement of necessary funds by the Selected Bidder towards 100% (one hundred percent) Project cost either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan.
- (dd) **“Green Electron Traceability”** shall mean that power scheduled from RE generator or any other source which is renewable in nature, and which does not require green certificate(s).
- (ee) **“GST”** shall mean goods and services tax under the Central Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017, relevant State Goods and Services Tax Acts, along with the rules and regulations framed thereunder and any amendment thereof.
- (ff) **“Holding Company”** shall mean the holding company as defined in Section 2 (46) of the Companies Act, 2013.

- (gg) **“INR”** means Indian Rupees, the legal currency in India.
- (hh) **“InSTS”** means Intra-State Transmission System.
- (ii) **“ISTS”** means Inter-State Transmission System.
- (jj) **“Levelized Landed Tariff” or “Tariff”** shall have the meaning as ascribed in the PPA.
- (kk) **“month”** shall mean calendar month.
- (ll) **“MUs”** means million units.
- (mm) **“Notice For Future Consumption”** shall mean the advance notice of 12 (twelve) months or any mutually agreed timeline given by the Consumer, at its discretion, to the SPV with respect to any additional energy purchase/off-take requirement of the Consumer, any time, from and after the issuance of LOA.
- (nn) **“Paid-Up Share Capital”** shall mean the paid-up share capital as defined in Section 2 (64) of the Companies Act, 2013.
- (oo) **“Parent Company”** shall mean a Company, which holds more than 50% (fifty percent) voting rights and Paid-Up Share Capital, either directly or indirectly in a Company.
- (pp) **“Pooling Substation/Pooling Point”** shall mean a point where more than one hybrid power projects may connect to a common transmission system. Multiple projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the Bidder(s) to get connected to the ISTS/InSTS substation. The voltage level for such common line shall be ___kV and above. Further, the metering of the pooled power shall be done at the injection point, i.e., the ISTS/InSTS substation. However, the voltage level of transmission system of individual Hybrid Power Projects up to the pooling substation shall be at 33 kV or above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual projects for the purpose of billing.
- (qq) **“PPA” or “Power Purchase Agreement”** shall mean the Power Purchase Agreement signed between the successful Bidder and the Airport Operator

according to the terms and conditions of the draft PPA enclosed with this RFP.

- (rr) **“Project” or “Hybrid Power Project” or “Power Project”** shall mean the Solar PV, Wind Power generation and Battery Energy Storage facilities, where the rated power capacity of one resource (wind or solar PV) is at least 33% (thirty-three percent) of the total Contracted Capacity, having a single point or separate points of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having control systems and metering. The Project shall include all units/ modules and auxiliaries and associated facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other Airport’s buildings/structures, equipment, plant and machinery, facilities and related to the Airport’s as required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to the Airport as per the RFP and the Power Purchase Agreement.
- (ss) **“Project Capacity”** shall mean the maximum Alternating Current capacity at the injection point that can be scheduled.
- (tt) **“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, in line with the Commissioning procedures defined in the RFP/ PPA.
- (uu) **“Project Company” / Successful Bidder / Special Purpose Vehicle (SPV)** any legal entity under Applicable Laws for setting up a project for generation of Renewable Energy. The terms are interchangeable.
- (vv) **“Project Location”** shall mean the area identified by the Bidder, comprising village(s), Tehsil(s)/Taluka (s) and District(s) within a State, where the Project is being implemented.
- (ww) **“Promoter”** shall mean;
 - a. The successful bidder for the project;
 - b. who will also be the 74% equity share holder in the Selected Bidder;
 - c. who will also be the Parent company of the Selected Bidder and
 - d. Shall have the obligations, undertakings and covenants as defined

- in the Share Holding Agreement
- (xx) **“RE”** means renewable energy.
 - (yy) **“RECs”** shall mean renewable energy certificates.
 - (zz) **“Share Subscription Cum Shareholders’ Agreement (SHA)”** shall mean the agreement signed between Selected Bidder and MIAL outlining the contribution of Equity for the project as per Captive Rules and other terms and conditions as set out in the draft document
 - (aaa) **“Solar PV Project”** shall mean the Solar Photovoltaic Power Project that uses sunlight for direct conversion of solar energy into electricity through Photo Voltaic Technology.
 - (bbb) **“SPV”** means special purpose vehicle.
 - (ccc) **“State Transmission Utility (STU)”** shall mean the relevant entity notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003.
 - (ddd) **“State Nodal Agency”** means the respective nodal agency of a particular state established by the Ministry of New and Renewable Energy, Government of India, to register an RE project within the particular state.
 - (eee) **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 2013 or under the provisions of any other applicable governing law
 - (fff) **“Trading Licensee”** shall mean the Bidder which is an Electricity Trader in terms of the Electricity Act, 2003 and submits its Application on the basis of an exclusive Power Purchase Agreement executed with the Developer with identified generation source from where the Power is proposed to be supplied by the Bidder;
 - (ggg) **“Wind Power Project”** means the wind power project that uses wind energy for conversion into electricity through wind turbine generator.

SECTION II : EOI PROCESS

2.1 AWARD PROCESS

- A. The purpose of this EOI process is to enable MIAL to shortlist companies for the **Scope of Work**. MIAL invites applications from interested parties to participate in this EOI process. The shortlisted parties would be subsequently invited to submit bids in respect of detailed Request for Proposal that will be provided separately to such parties..
- B. MIAL is using two stage award process to grant contract for Scope of Work. The stages are:
 - a. Phase 1: EOI Stage
 - b. Phase 2: Request for Proposal (RFP) or Tender Stage
- C. In the first phase, MIAL will shortlist Applicants based on the criteria set out in this EOI Document. The shortlisted Applicants will then be issued the detailed tender documents and invited to submit a bid. The Applicant meeting the following eligibility criteria and complying with other terms and conditions of this EOI shall be shortlisted as Qualified Applicant. MIAL at its sole discretion may revise the eligibility criteria at the time of tender stage. Post completion of the RFP Stage, Power Purchase Agreement (PPA) and Share Holding Agreement (SHA) shall be signed between MIAL and the successful bidder subject to technical and financial qualifications.

2.2 ELIGIBILITY CRITERIA

The Applicant must fulfil the following eligibility criteria:

A. General Criteria:

- a. The Bidder shall be a Company.
- b. The Bidders that are a consortium are not eligible.
- c. A foreign company can also participate on standalone basis. In case it is selected as successful Bidder, it shall form a “Special Purpose Vehicle” (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company. The shareholding structure of the project company shall also comply with the captive-consumption requirements and the minimum promoter shareholding specified in the

RFP. In case a Foreign Company gets selected as the successful bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

- d. The Bidder or any of its Affiliates should not be a wilful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which is of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect.
- e. In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD(1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RFP
- f. Proprietorships, Partnerships, Trusts, NGOs, and Limited Liability Partnership (LLPs) are not eligible for participation on an individual basis or as a part of a Consortium.
- g. The Bidder has to quote the Levelized Landed Tariff that is fixed for Term of the PPA as well as Equity amount required to be infused by MIAL to maintain Captive status of the Project with a total of 26% of Equity into the Project. No change in the Levelized Landed Tariff will be permitted except for reasons mentioned.
- h. Must be qualified and eligible to receive an award under applicable laws and regulations

B. Technical Eligibility:

- a. The Bidder(s) or its Affiliate(s) should have minimum 'Category 2 Power Trading License with experience of trading RE of at least 150 MU's in the last 2 (two) years and/or should be a developer of wind-solar hybrid with or without BESS or RE RTC grid connected Power Project of cumulative installed capacity more than 100 MW in previous 5 Financial Years, such referred installed capacity shall be synchronized to Grid prior to the date of submission of bid. The Bidder(s) shall submit supporting documents for technical eligibility including trading license as per category, client certified RE plant installation report and other documents as required.

C. Financial Eligibility:

(a) Net-Worth

- (i) The Net Worth of the Bidder should be equal to or greater than INR

100,00,00,000 (Indian Rupees One Hundred Crores) as on the last date of previous Financial Year, or as on the day at least 7 (seven) days prior to the Bid Due Date.

- (ii) The Net Worth to be considered for the above purpose will be the combined net-worth of the Bidder with the Net Worth of the Affiliates of the Bidder.
- (iii) Net Worth shall be calculated in accordance with Section 2 (57) of the Companies Act, 2013, as may be amended from time to time.

(b) Liquidity

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters:

- (i) A minimum annual turnover of above INR 200,00,00,000 (Indian Rupees Two Hundred Crores) during the previous financial year, or as on the day at least 7 (seven) days prior to the Bid submission deadline. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.
- (ii) Internal resource generation capability, in the form of Earnings Before Interest, Taxes, Depreciation and Amortization (“EBITDA”) of a minimum amount of INR 40,00,00,000 (Indian Rupees Forty Crores), during previous financial year, or as on the day at least 7 (seven) days prior to the Bid submission deadline.
- (iii) In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of INR 50,00,00,000 (Indian Rupees Fifty Crores) towards meeting the working capital requirement for supply of RE power as per this RFP. Such letter can also be obtained by the Affiliate(s) of the Bidder.

The Bidder(s) shall submit supporting documents for financial eligibility including financial statements, certification from Chartered Accountant with valid UDIN number and other documents as required.

2.3 TIME SCHEDULE

Date	Event
06.10.2026	Date of newspaper advertisement
15.10.2026	Last date of submission of queries
17.10.2026	Upload of response to queries
20.10.2026	Last date for submission of Applications

MIAL reserves the right to change the above schedule at its sole discretion. Any such changes shall be intimated to the respective Applicant at the email address specified in its Application.

2.4 APPLICATION FORM

- i. The Application shall be submitted in a sealed envelope comprising of the following:
 - a. Application Form along with necessary documents as per **Annexure 1**
 - b. Applicant credentials, company profile, shareholding, relevant experience, list of clients, etc.
 - c. Technical specifications of Applicant's similar work.
 - d. Applicant Company's financial details for the last 2 years
 - o Profit & Loss statement
 - o Balance Sheet
 - e. Other documents indicating the competency of Applicant for the Work.
- ii. **Sealing and marking of Applications:** Applicants shall submit original version of the Application sealed in a single envelope with the following marking:

“EOI FOR SUPPLY OF POWER UNDER CAPTIVE /
GROUP CAPTIVE ARRANGEMENT TO CSMIA,
MUMBAI”

APPLICANT'S NAME: _____

APPLICANT'S ADDRESS: _____

E-MAIL ADDRESS: _____”

This envelope shall be addressed to the addressee set forth in Clause 1.3 and

shall be submitted by the due date specified in Clause 2.3 above.

The application shall also be submitted electronically to procurement.csmia@adani.com with the subject line “**EOI FOR SUPPLY OF POWER UNDER CAPTIVE / GROUP CAPTIVE ARRANGEMENT TO CSMIA, MUMBAI**”

- iii. All documents comprising the Application shall become the property of MIAL and shall not under any circumstances be returned to the Applicants. MIAL shall be free to utilize any information / data provided to it as a part of the Application in any manner that it deems fit
- iv. MIAL shall not be responsible for the loss or non-receipt or delay in the receipt of any EOI application sent by post or courier
- v. MIAL has the exclusive and final right of acceptance/rejection of applications from any of the parties/Applicants.

2.5 DISQUALIFICATION

MIAL shall have the right to disqualify any Applicant if, in MIAL’s opinion:

- i. the Applicant, or any employee, officer, agent, director, advisor, consultant, contractor, sub-contractor, servant or staff member of, or any person associated with such Applicant has or may reasonably be thought to have, at any time, involved in any dishonest, fraudulent, illegal or unlawful business practices whether in connection with the Application or otherwise; or
- ii. the Applicant engages in anti-competitive behavior including, collusion between Applicants or solicitation of MIAL’s employees, agents, directors, consultants, advisors, contractors, or sub-contractors. Applicants may only have contact with the authorised official of MIAL solely for the limited purpose of submission of Applications and queries concerning the EOI and other matters as provided for in the EOI; or
- iii. the Applicant breaches any of the terms and conditions or does not meet the Eligibility Criteria contained in the EOI; or
- iv. the Applicant or any of the affiliates or any of their employees, directors:
 - a. has been disqualified from a tendering process by MIAL or its Application was rejected by MIAL or a contract awarded to it is under dispute for material breach; or

- b. has withdrawn from the tendering process conducted by MIAL subsequent to award of contract; or
- c. has been either directly or indirectly involved in any frivolous or vexatious litigation against MIAL; or
- d. has been convicted in any criminal case; or
- v. any other fact or circumstance exists, which justifies such disqualification.

The decision of MIAL in this regard shall be final and binding on all the Applicants.

2.6 MISCELLANEOUS

- A. MIAL shall issue subsequent bidding documents to the shortlisted Applicants.
- B. The EOI process shall be subject to provisions of OMDA.

ANNEXURE 1 : APPLICATION FORM

To: Head – Procurement,
Mumbai International Airport Limited,
Terminal 1, Chhatrapati Shivaji Maharaj International Airport, Santacruz (E),
Mumbai 400 099.

Dear Sir:
[Place, Date]

Sub: Application in response to the EOI for Supply of power under captive / group captive arrangement to CSMIA, Mumbai

Ref: EOI for Supply of power under captive / group captive arrangement to CSMIA, Mumbai dated _____, 2026 (“EOI”) issued by MIAL.

1. We confirm that we are submitting our Application for **EOI for Supply of power under captive / group captive arrangement to CSMIA, Mumbai** with all the relevant MIAL and external stakeholders as per the current requirement and with any new / upgraded systems and applications as per any future requirement at Chhatrapati Shivaji Maharaj International Airport (“CSMIA”).
2. We hereby confirm that we meet the eligibility criteria specified in this EOI and in this regard, we have enclosed all required documents (together with the supporting documents) in accordance with Section 2.2 of the EOI.
3. We further confirm that we are not disqualified from participation in the competitive bidding process, pursuant to the provisions of the EOI.
4. We represent, warrant and covenant to MIAL that all information furnished or to be furnished by us to MIAL at any time (including without limitation, as part of our Application in response to the EOI) is true, complete, accurate, unconditional and fairly presented. We undertake to forthwith inform MIAL in the event of occurrence of any circumstances that would render any information, representations or warranties in our Application, untrue, incorrect or invalid.
5. Having read, carefully examined and understood the terms of the documents comprising the EOI (including without limitation, the form of the Agreement issued), we, the undersigned, hereby offer to supply power for CSMIA with all the relevant MIAL and external stakeholders, as per the current requirement and with any new / upgraded systems and applications as per any

future requirement (as defined in the EOI) in accordance with:

(a) all terms and conditions as specified in the EOI, including without limitation the form of Agreement, the annexures, exhibits, attachments and amendments to the EOI; and

(b) our Application;

provided however that in the event of any inconsistency between (a) and (b) above, (a) shall prevail.

6. We hereby agree and confirm that our Application has been prepared strictly in accordance with the instructions in the EOI (including the forms set forth therein) and that we shall at all times act in good faith and abide by the terms and conditions of the EOI.
7. We represent and warrant to MIAL that as of the date of submission of the Application:
 - (a) the information furnished by us is true, complete, accurate, unconditional and fairly presented;
 - (b) we have all the necessary corporate approvals and authorizations to participate in the EOI; and
 - (c) neither we nor our affiliates are in any way, directly or indirectly, interested in, or associated with any other Applicant or its Application.

In the event of occurrence of any events or circumstances that would render any of the foregoing representations and warranties untrue or invalid, we covenant to promptly notify MIAL of the same and agree that MIAL shall be entitled to reject our Application in such event and if awarded the contract, withdraw the same, without MIAL incurring any cost or liability.

8. We represent and warrant that we [are / are not] [~~strike out which is not applicable~~] Group Entity(ies), of MIAL or its shareholders (other than AAI). We further represent and warrant that we [are / are not] [~~strike out which is not applicable~~] Related Party of MIAL or its shareholders or directors.
9. Confidentiality undertaking:

We hereby undertake and agree to keep the Information (as defined below) confidential. We acknowledge that the Information is confidential information of MIAL and is provided solely for the purpose of enabling the Applicant to submit its Application and participate in the process for selection by MIAL of the Successful Applicant for performing the Services (“**Specified Purpose**”). We, the Applicant, hereby undertake and agree that in consideration of receipt

of such Information, we shall abide and be bound by the following terms:

- (a) **“Information”** means the EOI and any and all documents and information, whether specifically mentioned as ‘confidential’ or not, provided by or on behalf of MIAL to the Applicant or otherwise obtained by the Applicant pursuant to the EOI, or negotiations and discussions with MIAL, including without limitation, any clarifications, amendments or documents subsequently issued, drafts of definitive agreements, information obtained through interactions with MIAL and site visits (if any), all technical, commercial, financial, operational, legal or statistical information, all agreements, plans, layouts and documents in relation to the Airport, in each case whether in writing, electronic form or other tangible form or disclosed by oral or visual presentation or other intangible method.
- (b) The Applicant shall use the Information solely for the Specified Purpose. The Applicant shall maintain the confidentiality of the Information and shall not disclose the Information to any person, other than:
 - i. its employees, professional advisors and consultants, who have a need to know in connection with the Specified Purpose; and
 - ii. a party with the prior written consent of MIAL;provided in each case that (i) Applicant shall ensure that such party agrees to appropriate confidential treatment of such Information as per the terms hereof; and
(ii) Applicant shall be solely responsible for any act by such parties which results in the Information not being treated in accordance with the confidentiality provisions hereof.
- (c) Confidentiality obligations hereunder shall not apply to any Information that (i) is or becomes available in the public domain, other than by breach of confidentiality obligations by the Applicant or any other party, (ii) is in possession of the Applicant prior to its disclosure by MIAL and rightfully received without any breach of confidentiality by any party. If Applicant is required to disclose any Information pursuant to any Applicable Laws or an order of any judicial or statutory authority, Applicant shall give MIAL reasonable prior notice of the circumstances of such requirement prior to disclosing such Information and shall co-operate with MIAL to minimize the extent of disclosure, including any effort by MIAL to contest

or obtain a protective order against such requirement.

- (d) The Applicant shall, promptly upon the request of MIAL, return or destroy all Information including without limitation all originals, copies, extracts and summaries thereof (including information on electronic media), and certify to MIAL that it has returned or destroyed such Information within two days of such request by MIAL.
 - (e) The Applicant agrees that the use or disclosure of the Information in breach of these confidentiality provisions will cause irreparable harm or injury to MIAL, which is incapable of recompense by way of damages. Accordingly, the Applicant agrees that MIAL is entitled to seek injunctive or other appropriate relief to restrain any breach or threatened breach of these confidentiality provisions.
10. We hereby agree that the EOI and this Application shall be construed, interpreted, enforced and governed, in all respects, by the laws of India. The courts at Mumbai will have exclusive jurisdiction in respect of all matters arising out of the EOI and this Application.

We, the Applicant, undertake that the representations, warranties, covenants, agreements and undertakings in the Application are true and correct and we shall be liable for any breach thereof. We hereby accept all the terms and conditions of the EOI. Capitalized terms used but not defined herein have the meanings set forth in the EOI.

Yours sincerely,

For and on behalf of [*name of Applicant*]

*Signature of Authorized Signatory(ies)

Name:

Title:

Phone number:

E-mail:

ANNEXURE 2 : SCOPE OF WORK

Vendor in this document shall mean Applicant as defined in EOI

Scope of Work [Supply of power under captive / group captive arrangement to CSMIA, Mumbai]

1. The Successful Bidder shall supply 135 MUs in a year, ensuring an indicative requirement of 3.85 MW for each 15 minute block, factoring-in a demand increase of 10% in any hour if required. Monitoring shall be done on monthly basis and any shortfall of supply below 99% in any hour shall be penalized at 1.5 times the applicable DISCOM tariff along with any additional penalties levied by DISCOM for drawl of such shortfall supply from DISCOM. Billing shall be done based on actual units supplied subject to adjustment of any charges or penalties thereof. It is Selected Bidder's responsibility to ensure supply of the demand profile at Delivery Point in any combinations thereof and comprising of energy from various sources including but not limited to Solar/Wind/Energy Storage System
2. Open access fees, scheduling fees, wheeling & banking / STU / CTU charges and losses as applicable 7 (seven) days prior to the (mention Bid Due Date) shall be to SPV's account and will be part of Tariff. Any subsequent changes in aforesaid charges which are prevalent 7 (seven) days after the Bid Due Date, if the impact of such changes is within a limit of +/- 15% (fifteen percent) of the applicable charges and losses it shall entail no change in Tariff and thereafter adjustment would be done for changes beyond +/- 15% (fifteen percent) and Tariff will be revised accordingly.
3. For Bidder(s) to design the Project, a typical consumption profile of the Airport shall be provided. The Bidder(s) are to note that the load profile is not binding and shall only be provided as basic information to the Bidder(s) to design the Project. The Successful Bidder must ensure that while designing the Project, estimated power demand and renewable percentage (minimum 51%), as provided in tender documents, are met. The actual schedule of supply of power by the Successful Bidder to MIAL on block-wise/hourly/daily basis shall be scheduled on a day ahead basis through SLDC. Also, the Successful bidder will make arrangement of additional resources so as to supply future estimated demand within 12 (twelve) months after Notice for Future Consumption from Airport Operator.
4. The Selected Bidder shall liaise with the concerned stakeholders for execution of all relevant

agreements related to open access and get the documents signed between the DISCOM/STU/CTU/SLDC or any other agencies and MIAL or the Successful Bidder as applicable. In case DISCOM levies open access or any other charges related to the supply under the purview of PPA, the same shall be adjusted at actuals from the monthly or any other subsequent bill of the Successful Bidder.

5. The Selected Bidder shall also apply for waiver of ISTS/InSTS charges as per Applicable Law for RE /storage capacity commissioned before June 2028 or any such time period as notified by CTU/STU. For balance capacity, ISTS/InSTS charges would apply as per the Applicable Laws.
6. Identification and acquisition/lease of land, installation, ownership and commissioning of the Project for supplying required RE power to the Airport, along with obtaining connectivity, general network access or State Transmission Open Access and necessary approvals and statutory clearances for supply of power at the Delivery Point (point of withdrawal of power by the Airport), will be under the scope of the Selected Bidder.
7. The Projects to be selected through the tender process for deployment of RE Power Projects, along with Energy Storage System as designed by the Selected Bidder shall be technology agnostic.
8. The Airport Operator shall enter into a separate Power Purchase Agreement (PPA) with the Selected Bidder / SPV in respect of the Airport. Standard PPA to be executed between the Airport Operator and the Selected Bidder / SPV. SPV may be a company or any other entity incorporated / formed to execute the PPA.
9. Supply of Power as per requirement is permitted from operational or already commissioned power plants or proposed to be commissioned power plants on or before the Scheduled Commissioning Date and have untied capacity may also participate under this RFP subject to the condition that these projects have not been accepted under any State or Central Scheme and also do not have obligation to sell the power to any beneficiaries and they are in compliance with provisions of this RFP documents. Bidders willing to utilize operational or already commissioned power plants or proposed to be commissioned power plants for the purpose of power supply for this tender shall have to mandatorily submit COD certificates issued by relevant authorized State or Central agencies as per laid-down our commissioning procedure. In such case, they will be given the benefit of a longer period of PPA, commensurate to the duration between the actual date of commencement of supply of power and Scheduled Commissioning Date and shall be treated as early commissioning. It is clarified that the Bidders who have terminated their PPAs with MIAL/Central/State-owned distribution company (DISCOM) during

the intervening period between the date of issuance of this RFP and the bid submission deadline, are not allowed to participate in the tender document for the respective projects.

10. The arrangement of connectivity can be made by the Selected Bidder through a dedicated transmission line up to and including the Delivery Point. The entire cost of transmission including cost of construction of transmission line, wheeling charges, SLDC/scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including the Delivery Point where metering is done will be borne by the Selected Bidder. 2 (two) or more Projects can be connected to a common Pooling Substation from where the pooled power can be transferred to the CTU/STU substation through a common transmission line
11. The Selected Bidder shall comply with CERC/SERC regulations on forecasting, scheduling and deviation settlement, as applicable and shall be responsible for all liabilities related to General Access Network (GNA) / Temporary General Access Network (T-GNA) / Open Access regulation of the State and the connectivity. In case of absence of regulations specific to hybrid Projects, the above regulations will be adhered to, separately for each source of renewable energy, as may be applicable.
12. Reactive power charges at injection point and charges against power drawn from the Grid as per CERC/SERC regulations shall be payable by the Selected Bidder.
13. For the demand which is met through non-renewable power by the Selected Bidder, corresponding MUs of such non-renewable power shall be required to have equivalent RECs, at no additional cost to the Airport Operator. For the portion of renewable energy power that becomes surplus due to non-consumption by the Airport, the Selected Bidder shall have the freedom to utilize it as permissible under Applicable Laws. The Airport Operator will neither compensate nor pay on “take or pay” basis under the Power Purchase Agreement.
14. The scheduled commissioning date (“SCD”) of the entire Project Capacity shall be the date as on 12 (twelve) months from the Effective Date as specified in the Power Purchase Agreement (e.g., if Effective Date of the PPA is 01.07.2026 then SCD shall be 30.06.2027). Commissioning of the Project shall be carried out by the Selected Bidder as per the procedure elaborated in the Power Purchase Agreement. MIAL may authorize any individual, committee, or organization to witness and validate the commissioning procedure at the site of the Project. Commissioning certificates for the Project shall be issued by the respective State Nodal Agency after successful commissioning of the Project.
15. The Selected Bidder shall maintain a Debt Equity Ratio such that the Equity amount quoted by the Bidder shall constitute 26% Equity requirement from MIAL in the Project to maintain the

Captive status of the Project. The total equity contribution by MIAL shall not be more than the Equity amount quoted by the Selected Bidder as Stage 1 Equity until SCD. Stage 2 Equity for BESS replacement (if required to maintain 26% Equity into the Project) shall be provided at the end of or beyond 12th year from the date of SCD on actual replacement of battery with the battery replacement cost certified by an Independent Engineer or PMC appointed by MIAL at the cost and expense of the Selected Bidder. The Applicant shall specify whether the proposed arrangement is a Captive or Group Captive structure and provide an indicative transaction structure, including the proposed SPV, shareholding pattern, equity contribution, allocation of generation, consumption arrangement and mechanism for maintaining captive status throughout the PPA term

16. All approvals, clearance and permits as applicable for the Project, shall be required to be submitted to MIAL prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the Selected Bidder shall submit an undertaking in this regard, and it shall be deemed that the Selected Bidder has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the Selected Bidder. The Selected Bidder shall also comply with all the laws, regulations, orders and procedures issued by the appropriate authority, applicable for setting up and implementing the Project.