

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		28-10-2021 10:54:49
Tender Code	T-41 MSKVY VERSION- 2	
Tender Type	Procurement Tender/Reverse Auction	
Type Of Bid	Two Bid	
Description	FOR PROCUREMENT OF 1250 MW (AC) SOLAR POWER FROM PROJECTS TO BE DEVELOPED IN Maharashtra THROUGH COMPETITIVE BIDDING PROCESS	
Estimated Cost (In Lakhs)	437500	
Basis of prices	Firm Price Basis	
Tender Validity	180	
Delivery Requirement (In Months)		
Tender on rate contract basis	NO	
Tender Fee (In INR)	15000	
GST In INR (@18% on Tender Fee: SAC No.	2700	
Total Tender Fee Amount including GST in INR.	17700	
Contact	Shri Vidyasagar Shinde , 7021762073 ,skvytendermsedcl@gmail.com	
Pre-Qualifying Req	NA	
Budget Type	NA	
Scheme Code	NA	
Scheme Name	MSKVY	
Department	Renewable Energy Department	
Office Type	HO	
Location Type	Corporate Office	
Designation	Executive Engineer(Distribution)	
Pre-Bid Meeting Address	Prakashgad Bandra Mumbai	
Bid Opening Address	Prakashgad Bandra Mumbai	
Version No	2	
Call for Deviation	NO	
Is Annexure C1 Applicable	NO	
Is Manufacturer Applicable	NO	
Is Trader Applicable	NO	
Minimum % of Bid Quantum in MW	0.16	
Is Power Supplier Applicable	YES	
Tender Sale Start Date	28-10-2021 23:50	
Tender Sale End Date	25-11-2021 14:00	
Bid Start Date	28-10-2021 23:55	
Bid End Date	25-11-2021 16:00	
Pre-Bid Meeting Date	11-11-2021 11:00	
Techno-Commercial Bid opening on	25-11-2021 18:00	
Price Bid opening on	Will be declared later	

Annexure C1 Opening Date	28-10-2021 22:26
Winner Selection Date	Will be declared later

Maharashtra State Electricity Distribution Co. Ltd.

REQUEST FOR SELECTION (RfS)

**FOR PROCUREMENT OF 1250 MW (AC) SOLAR POWER FROM PROJECTS TO BE
DEVELOPED IN Maharashtra THROUGH COMPETITIVE BIDDING PROCESS
(FOLLOWED BY E-REVERSE AUCTION)**

RfS No. MSEDCL/CE/RE/2021/Solar/Decentralised/T-41 dated 28.10.2021

ISSUED BY

**Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL),
Renewable Energy Section, 5th Floor, 'Prakashgad', Bandra (East), Mumbai - 400 051
Website: www.mahadiscom.in**

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DISCLAIMER:

1. Though adequate care has been taken while preparing the RfS document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within **four (04) days from the date of notification of RfS/Issue of the RfS documents**, it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.
2. Maharashtra State Electricity Distribution Company Limited (MSEDCL) reserves the right to modify, amend or supplement this RfS document including the draft PPA.
3. While this RfS has been prepared in good faith, neither MSEDCL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS, even if any loss or damage is caused by any act or omission on their part.

Place: Mumbai

Date: 28.10.2021

Bid Information Sheet

Document Description	RfS Document for procurement of 1250 MW (AC) solar power from projects to be developed in Maharashtra through competitive bidding process (Followed By e - Reverse Auction).
RfS No.& Date	MSEDCL/CE/RE/2021/Solar/Decentralized/T-41dated 28.10.2021
Downloading of tender documents	28.10.2021
Pre-bid Conference / Clarification Meeting Date & Location	Date: 11.11.2021 (Through VC) Website –www.mahadiscom.in (VC link be notified later)
Last date & Time for a) Online Submission of Response to RfS and b) All documents as per Section 3.21 A physically at MSEDCL office, Mumbai	Date: 25.11.2021 Time 16:00 Hrs
Technical Bid Opening	Date :25.11.2021 Time 18:00 Hrs
Financial Bid Opening	Will be informed to eligible bidders
Ceiling Tariff	Rs. 3.10 per unit
e- Reverse Auction	Will be informed to eligible bidders
Cost of RfS Document (non-refundable)	Rs. 15000 + 18% GST to be paid through online payment.
Processing Fee (non-refundable)	Rs. 10,000 per MW + 18% GST to be paid through online payment.
EMD	Rs. 1 Lakh / MW is to be submitted in the form of Bank Guarantee along with response to RfS.
Name, Designation, Address and other details (For Submission of Response to RfS)	Chief Engineer (Renewable Energy) Maharashtra State Electricity Distribution Co. Ltd., Renewable Energy Section, 5th Floor, 'Prakashgad', Bandra (East), Mumbai - 400 051 Tel No. 022-26474211 (Extn. 2208) Email – skvytendermsedcl@gmail.com

Details of persons to be contacted in case of any assistance required	Mr. Nikhil Meshram Superintending Engineer (RE) Ph: 7045271284 Mr. Vidyasagar Shinde Executive Engineer (RE) Ph: 7021762073	
Bank Details of MSEDCL	Name of Bank	BANK OF INDIA
	Branch Name	MUMBAI LARGE CORPORATE BRANCH
	Account No.	016020110000033
	Name of Account Holder by Designation	Director Finance, MSEDCL
	IFSC Code	BKID0000160
	TYPE OF ACCOUNT	CURRENT ACCOUNTS
	Address	MUMBAI LARGE CORPORATE, 70/80, MG ROAD, FORT, FORT, MUMBAI - 400023, MAHARASHTRA
<p>Important Note: Prospective Project Developers are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the www.mahadiscom.in. No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually. Intimation regarding notification/amendments/clarifications etc. shall be updated on www.mahadiscom.in and the details will only be available from e-tendering portal of mahadiscom.</p>		

1. The Notice Inviting Tender (NIT), the RfS (Request for Selection) and the draft PPA are given in the tender document. The intending firms are required to go through the same carefully and note that all terms and conditions mentioned therein shall form the part of the contract agreement. The set of contracts will neither be issued manually nor be sent by post or courier; the same can be viewed and downloaded from MSEDCL E-Tender Portal w.e.f. 28.10.2021.
2. The applications are to be submitted electronically through <https://www.mahadiscom.in/solar-mskvy/index.html> at e-tendering portal of mahadiscom and other mode of submission of bids shall not be accepted. The procedure for filling the bid is given in RfS.
3. The corrigendum and amendments if any shall be uploaded on www.mahadiscom.in. Therefore, all bidders are requested to frequently visit the web sites at least till the schedule date of opening of bids.
4. The Tender Documents shall also be available on www.mahadiscom.in.

SECTION 1: INTRODUCTION

Section 1: Introduction

1.1 INTRODUCTION:

1.1.1 The erstwhile Maharashtra State Electricity Board was looking after Generation, Transmission & Distribution of Electricity in the State of Maharashtra barring Mumbai. But after the enactment of Electricity Act 2003, MSEB was restructured into 4 Companies viz. MSEB Holding Co. Ltd., Maharashtra State Electricity Distribution Co. Ltd. (Mahavitaran / MSEDCL), Maharashtra State Power Generation Co. Ltd. (Mahagenco/MSPGCL) and Maharashtra State Electricity Transmission Co. Ltd. (Mahatransco/MSETCL) on 6th June 2005. Mahavitaran distributes electricity to consumers across the State except some parts of Mumbai.

1.1.2

The Government of Maharashtra vide GR dated 17.03.2018 appointed MSEDCL as a implementing agency for 'Mukhyamantri Saur Krishi Vahini Yojna(MSKVY)' for giving day time power to Agricultural consumers.

1.1.3 MSEDCL intends to undertake development of 1250 MW (AC) Solar PV ground mounted power plants in Maharashtra to be implemented in various District of Maharashtra. MSEDCL has decided to carry out a Competitive Bidding Process (conducted through electronically facilitated online web based portal i.e. MSEDCL Electronic Tender) (followed by e-reverse auction). MSEDCL shall enter into Power Purchase Agreement (PPA) with the Bidders selected based on this RfS for purchase of solar power for a period of 25 years from the Commercial Operation Date of the solar power projects based on the terms, conditions and provisions of the RfS.

1.1.4 Bidders are allowed to Bid for one or more Project(s) based on the Eligibility Criteria stipulated in the Clause 3.6 of this RfS.

1.1.5 The Solar Power Generator shall be responsible for design, finance, procurement of land, engineering, procurement, construction, operation and maintenance of the Project(s) under and in accordance with the provisions of the PPA to be entered into between the Solar Power Generator and MSEDCL.

1.2 Details of Power Procurement:

1.2.1 The bidders selected by MSEDCL based on this RfS, shall set up Solar Power Projects in accordance with the provisions of this RfS document and Draft Power Purchase Agreement (PPA). The Draft PPA format has been enclosed and can be downloaded from www.mahadiscom.in/www.https://mahadiscom.in/solar-mskv/.

1.2.2 MSEDCL shall enter into Power Purchase Agreement (PPA) with the Bidders selected based on this RfS for purchase of solar power for a period of 25 years from the Commercial Operation Date of the solar power projects based on the terms, conditions

and provisions of the RfS. The tariff payable to Selected Bidder shall be fixed for 25 years as discovered through the e-bidding and e-reverse auction conducted vide this RfS. The bidders will be free to avail fiscal incentives like Accelerated Depreciation, Tax Holidays, benefits from trading of carbon credits, etc. as available for such projects, if applicable. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on MSEDCL for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.

- 1.2.3 In case of import of energy during a month, the successful bidder shall be required to make payment to MSEDCL at prevailing HT Industrial Tariff rate as determined by MERC from time to time.

1.3 ELIGIBLE PROJECTS:

- 1.3.1 The Projects to be selected for aggregate capacity of 1250 MW provide for deployment of Solar PV Technology. However, the selection of projects would be technology agnostic within the technology mentioned hereinafter. Crystalline silicon or thin film etc., with or without trackers can be installed. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects. The trackers shall fulfill the criteria as specified under Annexure-H.
- 1.3.2 The Successful bidders shall develop ground mounted solar PV power projects of capacity as quoted by the bidder in the bidding process subject to the conditions specified in Section 3.2 of this RfS.
- 1.3.3 The Projects under construction, projects which are not yet commissioned and projects already commissioned but do not have any long-term PPA with any agency, and selling power on short-term or merchant plant basis shall be eligible.

SECTION 2: DEFINITIONS

Section 2: Definitions

Following terms used in the document will carry the meaning and interpretations as described below:

2.1 Definitions

"Act" or "Electricity Act, 2003" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

"Affiliate" shall mean a Bidder or a Bidding Entity that, directly or indirectly,

- i. controls, or
- ii. is controlled by, or
- iii. is under the common control with such Company.

The expression 'control' shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors.

"Appropriate Commission" shall mean as defined in the PPA;

"Bidder" or "Bidding Entity" shall mean Bidding Company or a Limited Liability Company (LLC) or a Bidding Consortium or a Proprietary Concern or an Individual or a registered Partnership Firm a Co-operative Society submitting the Bid. Any reference to the Bidder includes Bidding Company / Proprietary Concern / Individual / Co-Operative Society / 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.;

"Bidding Consortium" or "Consortium" shall mean the reference to the group of Bidders or Bidding Entities, each being a Member in a Bidding Consortium, if the Bid has been submitted jointly by more than one Bidder.

"Capacity Utilisation Factor (CUF)" shall have the same meaning as provided in CERC (Terms & 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 Contracted Capacity; In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$;

"Chartered Accountant" for bidders or its Parent, Affiliate or Ultimate Parent or any Group Company incorporated in India, "*Chartered Accountant*" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949; For bidders or its Parent, Affiliate or Ultimate Parent or any Group Company 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.;

“Company” shall mean a body incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

“Commissioning” with respect to the Project/ Unit as certified by SLDC / MSEDCL shall mean when all equipment’s as per rated capacity has been installed and energy has flown into the grid.

“Commercial Operation Date” with respect to the Project/ Unit shall mean the date on which the Project / Unit is fully commissioned (certified by SLDC / MSEDCL) and available for commercial operation and such date as specified in a written notice given at least 30 days in advance by the Successful Bidder to MSEDCL.”

“Conflict of Interest” A Bidder may be considered to be in a conflict of interest with one or more Bidders in the same bidding process if they have a relationship with each other,

“Contracted Capacity” shall mean the capacity (in MW AC) contracted with MSEDCL for supply by the successful bidder at the Delivery Point from the Solar Power Project.

“Contract Year” shall mean, with respect to the initial Contract Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on 31st March of that Fiscal Year. Each successive Contract Year shall coincide with the succeeding Fiscal Year, i.e., a period of twelve months commencing on April 1 and ending on following March 31, except that the final Contract Year shall end on the date of expiry of the Term or on Termination of this Agreement whichever is earlier.

“Control” shall mean holding not less than 51% of voting rights or of paid up share capital.

“Controlling shareholding” shall mean not less than 51% of the voting rights or paid up share capital in the Company/Consortium.

“Co-Operative Society” shall mean a body registered in India under the Co-operative Societies Act, 1912;

“Day” shall mean calendar day.

“Delivered Energy” means the kilowatt hours of energy actually fed and measured by the energy meters at the Delivery Point and as certified by SLDC / MSEDCL.

“Delivery Point” shall mean the point(s) of connection(s) at which energy is delivered into the Grid System i.e. the Interconnection Point.

“Electricity Laws” shall mean the Electricity Act, 2003 and the relevant rules, notifications, and amendments issued there under and all other Laws in effect from time to time and applicable to the development, financing, construction, ownership, operation or maintenance or regulation of electric generating companies and Utilities in India, the rules, regulations and amendments issued by CERC/ MERC from time to time.

“Effective Date” shall mean the date of issuance of LoA (Letter of Award);

“Financial Closure” or “Project Financing Arrangements” means as mentioned in Clause 3.13 of this RfS document.

"Financing Documents" mean the agreements and documents (including asset leasing arrangements) entered/to be entered into between the bidder and the Financing Parties relating to the financing of the Project.

"Financing Parties" means Parties financing the Project, pursuant to Financing Documents.

"Group Company" of a Company means

- (i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the company, or
- (ii) a company in which the company, directly or indirectly, holds 10% (ten percent) or more of the 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) of the share capital of the other company or power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise.

Provided that a financial institution, scheduled bank, foreign institutional investor, nonbanking 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.

"Group Business Entity" shall mean;

- a) A Business Entity, which directly or indirectly holds not less than 26% of voting securities in the Bidder; or
- b) A Business Entity in which the Bidder directly or indirectly holds not less than 26% of voting securities.

"Interconnection Point" shall mean the point(s) of connection(s) at which the project is connected to the grid i.e. it shall be at 11 / 22 kV bus bar level of substation of MSEDCL.

"Lead Member of the Bidding Consortium" or "Lead Member": There shall be only one Lead Member, having shareholding more than 51% in the Bidding Consortium, which cannot be changed till 1 year from the Commercial Operation Date (CoD) of the Project.

"Letter of Award" or "LOA" shall mean the letter issued by Maharashtra State Electricity Distribution Company Ltd. (MSEDCL) to the Selected Bidder for award of contract.

“**LLC**” shall mean Limited Liability Company.

“**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.

“**MERC**” shall mean Maharashtra Electricity Regulatory Commission.

“**Metering Point**” Metering shall be at 11 / 22 kV level substation of MSEDCL.

“**Month**” shall mean calendar month.

“**Net-Worth**” means the Net-Worth as defined in Section 2 of the Companies Act 2013.

“**Paid-up share capital**” means the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

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

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

“**PPA**” shall mean the Power Purchase Agreement signed between the successful bidder and MSEDCL according to the terms and conditions of the standard PPA enclosed with this RfS;

“**Project**” shall mean a Solar Photovoltaic Grid Interactive Power Station to be established by the successful bidder comprising of number of units at single/multiple locations, and shall include land, buildings, plant, machinery, ancillary equipment, material, switch-gear, transformers, protection equipment and the like necessary to deliver the Electricity generated by the Project to MSEDCL at the Delivery Point.

“**Project Site**” means any and all parcels of real property, rights-of-way, easements and access roads, upon which the Project and its related infrastructure will be located.

“**Project Capacity**” means the AC capacity of the project at the generating terminal(s) and to be contracted with MSEDCL for supply from the Solar Power Project.

“**RfS Document**” shall mean the bidding document issued by MSEDCL including all attachments, clarifications and amendments thereof.

“**SCADA**” means the Supervisory Control and Data Acquisition System (SCADA) installed for recording and transferring the online data.

“**SCOD**” or “**Scheduled Commercial Operation Date**” shall mean the date as declared by the Successful Bidder in the PPA which shall not exceed 12 (Twelve) months from the date of issuance of LoA.

“**SEA**” means the State Energy Account issued by State Load Dispatch Centre,

“**Selected Bidder or Successful Bidder or Solar Power Developer (SPD) or Solar Power Generator (SPG)**” shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA.

“**SLDC**” means the State Load Dispatch Center as notified by the State Government.

“**Solar PV Project**” means the solar Photo Voltaic Power project that uses sunlight for direct

conversion into electricity through Photo Voltaic technology.

“STU or “State Transmission Utility” shall mean the State Transmission Utility notified by respective State Government under Sub-section (1) of Section 39 of the Act.

“SNA” means State Nodal Agency i.e Maharashtra Energy Development Agency (MEDA).

“TOE” shall mean Tender Opening Event.

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

“Unit” shall mean one set of Solar Photovoltaic Grid Interactive power plant and all the auxiliary equipment and facilities, required to constitute a solar Project.

“Week” shall mean calendar week.

“Voltage of Delivery” means the voltage at which the Electricity generated by the Project is required to be delivered at 11 / 22 kV level substation of MSEDCL.

SECTION 3: BID INFORMATION AND INSTRUCTION TO BIDDERS

Section 3: Bid Information and Instructions to Bidders

3.1 Obtaining RfS Document, Cost of documents & Processing Fees

- 3.1.1 The RfS document can be downloaded from the website of www.mahadiscom.in or <https://mahadiscom.in/solar-mskvy/>. Interested bidders have to download the official copy of RfS & other documents after logging into e-tendering portal of mahadiscom by using the Login ID & Password provided by MSEDCL Portal during registration (Refer Annexure – D and E). <https://www.mahadiscom.in/solar-mskvy/index.html>. (Path: services->registration. After registration: Login -> Land & Developer -> registration for developer. -> tender portal).
- 3.1.2 The bidders shall be eligible to submit/ upload the bid document only after logging into the e-tendering portal of mahadiscom and downloading the official copy of RfS.
- 3.1.3 Prospective Bidders interested to participate in the bidding process are required to submit their proposals in response to this RfS document along with a non-refundable processing fee as mentioned in the Bid Information Sheet. The bids submitted without cost of the RfS document and/or Processing Fee and/or Bank Guarantee against EMD, shall not be considered for the bidding and such bids shall not be opened by MSEDCL.

3.2 Total Capacity Offered:

1. Total Capacity:

Selection of Grid-connected Solar PV Projects for total capacity of 1250 MW will be carried out through e-bidding followed by e-Reverse Auction process.

2. Capacity of the Project:

A Bidder may submit Bids for developing the Project(s) under solar PV technology (Solar PV ground mount Project) as per the criteria below:

- i. Minimum individual project capacity to be developed shall be 2 MW;
- ii. Maximum individual project capacity to be developed shall be 10 MW (2X5 MW);
- iii. The Cumulative capacity to be installed is 1250 MW

3. Project Locations:

The Successful bidders shall develop ground mounted solar PV power projects subject to the conditions specified above in Section 3.2.

3.3 Project Scope:

The successful bidder shall set up Solar PV Power Project(s) including the transmission/Distribution network up to the Delivery Point in line with **Section 3.7**, at its own cost (including but not limited to open access charges till the delivery point) and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project (including connectivity) and those required from State Government and local bodies shall be in the scope of the successful bidder. However, the selection of Projects would be technology agnostic within PV technology and crystalline silicon or thin film, etc. with or without Trackers can be installed fulfilling the criteria as specified under Annexure H. In order to ensure only quality systems are installed, the Bidders shall strictly comply with the technical parameters detailed in the Annexure -H. Bidder shall comply with MNRE Notification dated 10.03.2021 regarding Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement for Compulsory Registration) Order, 2019.

1. The Bidder shall identify 100% land required for the project at the time of submission of bid in Format 6.1. However the Bidder shall be allowed to change the location once before signing of PPA also in addition to change of location once till the time of achievement of Financial Closure i.e. within 6 (Six) months from the date of issuance of LoA.
2. The acceptance of change of location shall be subjected to availability of substation capacity of the changed substation if any due to change in location. In no circumstance shall the Tariff offered by the Bidder in its Financial Bid be changed due to change in location.
3. MSEDCL have created a land portal (<https://www.mahadiscom.in/solar-mskvvy/index-en.html>) where farmers/group of farmers has applied to rent out their lands for solar projects under MSKVY scheme. The list of the land & its details will be made available along with tender documents. Those Bidders who are interested to rent out the lands from above list have to mention substation name along with its respective land application No. & its details in the bid. The detail information of lands will be made available on land portal after successful registration of bidder on the land portal. The terms & conditions for renting the lands from above list are as follows:
 - a. The lease rent for lands to be paid to the land owner is Rs 30,000/- per acre per year with yearly 3% increment +taxes(as applicable).
 - b. The tenure for the lease agreement to be between 26 to 30 years as mutually agreed by both the parties(land owner and the bidder).
 - c. The lease rent agreement to be bipartite agreement i.e. between bidder & land owner. The other terms & conditions of lease agreement may be finalized mutually by both concerned parties. Since this is a bipartite agreement MSEDCL is not the party to the lease rent agreement.
 - d. Bidder authorizes MSEDCL to make Rent payment to farmers.

- e. As the farmer is raising the Tax Invoice to the developer, developer is liable to compliance the applicable provisions of the GST Act
- f. MSEDCL will Act as a 'Pure Agent' as per provision of GST Act.
- g. As mutually agreed, MSEDCL makes the Rent payment to farmers on behalf of developer; MSEDCL shall deduct TDS at specified rate under specified section of Income Tax Act on behalf of developer on rent paid to the farmer.
- h. MSEDCL shall deposit TDS amount deducted on the TAN number of developer.
- i. Developer will file the return of the TDS deducted from Rent payable to farmer and issue TDS certificates thereof as per provisions of the Income Tax Act.
- j. MSEDCL will make monthly payment of lease rent as declared by the successful bidder in its agreement ((yearly rent Rs. 30,000 per acre with 3 % annual increment))and will be paid directly in the bank account of land owner as declared by the successful bidder, by deducting it from the monthly generation payment due to the developer/bidder. All the tax liability and any other statutory liability with respect to land lease will be borne by the successful bidder.
- k. MSEDCL shall make rent payment to land owners within thirty (30) days from the date of receipt of the Tariff Invoice raised by the generator
- l. MSEDCL shall make the rent payment to land owner only after the commissioning of solar project and the solar generation credit bill should be equal to or more than rent amount as declared by the successful excluding tax/any other statutory liability with respect to land lease. Except these conditions, MSEDCL won't be liable to make payment to land owners.
- m. The above mentioned clauses shall be notified in the bipartite agreement signed between Land owner & bidder. The copy of the lease agreement shall be submitted to MSEDCL at the time of financial closure.
- n. Being the implementing agency, MSEDCL is only a medium through which this rent payment to be made to the owner of the land after commissioning of the project.
- o. The ultimate liability to pay the rent related to the land is with the developer/bidder who will claim this as expenditure allowable u/s. 37(1) of the Income-tax Act, 1961.
- p. Bidder/ Developer have to provide details of bank account of land owner to MSEDCL for transfer of lease rent before commissioning of the project.

3.4 Eligibility for Project capacity allocation:

Following conditions shall be applicable to the Bidders for submission of bids against

this RfS:

1. A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single bid, subject to minimum bidding capacity as specified in Clause 3.2.2.
2. A Bidder including its Parent, Ultimate Parent, Affiliate, Group Company (ies) or any other Group Entity (ies) either bidding as Single Bidder or as a Consortium can submit only one (1) Bid. Submitting multiple bids from the same Bidder including its Affiliates / Parent / Ultimate Parent /Group Companies shall make all the bids submitted by the group invalid. Bidder in Conflict of Interest (as defined in the RfS) with one another shall be liable for disqualification/ rejection under the sole discretion of MSEDCL. Further, the Bidders shall provide relevant disclosure as specified in Format 6.6 of the RfS.
3. The evaluation of bids shall be carried out as described in Section 4.
4. The methodology of allocation of projects is elaborated in Section 4.
5. In case the bidder wishes to set up a project at more than one location, then they would need to be physically identifiable with separate boundary wall, separate inter- connection points and metering arrangement.

3.5 Qualification Requirements:

1. Bidder as defined in Section 2 is eligible to participate under this RfS.
2. The Bidding companies should be incorporated or registered in India under the Companies Act 1956 or Companies Act, 2013 or Co-operative Societies Act, 1912, as applicable.
3. Any consortium, if selected as successful bidder for the purpose of supply of power to MSEDCL, shall incorporate a Project company / Special Purpose Vehicle (SPV) with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA., i.e. the Project Company incorporated shall have the same shareholding pattern at the time of signing of PPA as given at the time of submission of response to RfS.
A bidder as a company which has been selected as successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the successful bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA. It is also clarified that the SPV shall be only for the purpose of the Project under this RfS and shall not engage in any other activities which are not directly related to the Project.
4. Foreign Companies are allowed to participate and foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin. A foreign company can also participate on standalone basis or as

a member of consortium at the RfS stage. In case of foreign company participating on standalone basis and its selection as successful bidder, it has to form an Indian Company registered under the Companies Act, 2013 as its fully owned subsidiary Company (i.e. 100% subsidiary) before signing of PPA. In case the foreign company participating as a member of consortium, the Clause 3.5.3 of this RfS shall be applicable.

5. Limited Liability Companies (LLC) shall be eligible. Further, if such Limited Liability Companies are selected as successful Bidders, they will have to register as a Company under the Indian Companies Act, 1956 or Companies Act, 2013, as applicable, before signing of PPA, keeping the original shareholding of LLC unchanged. In such cases, it will also be mandatory on the part of such Limited Liability Companies to either demonstrate or infuse the capital in form of his own equity in line with the requirement stipulated in Clause 3.6 given below. In case LLC fails to incorporate as an Indian company before signing of PPA or unable to demonstrate/ infusion of capital in form of his own equity in to the Company registered in India or not able to sign PPA with MSEDCL, EMD of such Bidders shall be forfeited.

Note: Limited Liability Companies (LLC) shall be eligible only for those LLCs which are formed by companies.

6. In case the Bidder is an Individual or Propriety Concern, the Bidder shall submit the documents such as Permanent Account Number (PAN) issued by Income Tax Department of India and Statutory License or Registration or GST Registration or Certificate of Registration under Shop & Establishment Act as applicable.
7. In case the Bidder is registered partnership firm, the Bidder shall submit the documents such as registered partnership Deed and Statutory License /GST Registration/Certificate of Registration under Shop & Establishment Act/ Permanent Account Number (PAN) issued by Income Tax Department of India.
8. Limited Liability Partnership (LLPs) are not eligible for participation.

3.6 Eligibility Criteria:

1) Net Worth:

- i. The Net-Worth of the Bidder for the financial year ended on 31.03.2020 shall not be less than INR 0.55 Crores per MW (of the capacity quoted). In case of foreign companies the applicable financial year shall be as per the applicable laws of the country of Incorporation.
- ii. Bidders shall have to furnish a Certificate from a practicing and certified Chartered Accountant, certifying the Net worth per MW of quoted capacity as on 31st March, 2020. For avoidance of doubt, in case Bidder is a Company then “net worth” shall be as defined in Section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but

does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation. In case Bidder is an Individual or a Proprietary Concern or a Co-Operative Society or registered Partnership Firm then the Bidder shall be required to submit audited annual accounts as required by Indian Laws. The determination of Net Worth shall be based on the audited annual accounts by deducting the aggregate value of all the liabilities from the aggregate value of all the assets.

- iii. Pursuant to evaluation of Net Worth Criteria as part of technical bid, if it is found by MSEDCL that the Bidder is eligible for lesser quantum than the quantum for which bid has been submitted, then the Bidder shall be qualified for such lesser quantum, provided that such quantum is not less than minimum bid capacity i.e. as specified in Clause 3.2.2.

2) 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 Rs. 25 lakhs/MW of the quoted capacity during the previous financial year 2019-2020. 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 Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of Rs. 10 Lakhs/MW of the quoted capacity, as on the last date of previous financial year, 2019-2020.
 - iii. In-principle sanction letter from the lending institutions/banks of the Bidder, committing a Line of Credit for a minimum amount of Rs. 12.5 Lakhs/MW of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.
- 3) The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clause 3.6.1 & 3.6.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification 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), in case Bidder being a Company, undertaking to contribute the required equity funding and 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 PPA..

3.7 Connectivity with the Grid:

1. The project should be designed for delivery of energy at 11 / 22 kV level of substation of MSEDCL. List of the MSEDCL Sub-stations is annexed as Annexure – G. (The list will be published shortly after finalization).
2. The responsibility of getting the grid connectivity with MSEDCL shall entirely be of the successful bidder. The successful bidder shall submit documentary evidence for securing connectivity with grid from MSEDCL within 6 months from the date of issuance of LOA.
3. The transmission of power up to the interconnection point and energy accounting infrastructure shall be the responsibility of the successful bidder at his own cost. The maintenance of Transmission / Distribution system up to the interconnection point shall be responsibility of the Bidder.
4. The arrangement of connectivity can be made by the successful bidder through a dedicated line or sharing of a line. The dedicated line may be constructed by the successful bidder or through any other agency. The entire cost of transmission including cost of construction of line, maintenance, losses etc. from the project up to the delivery point will be borne by the successful bidder. The arrangement of connectivity can be made through sharing of a line, however sharing of line shall be at the discretion of the bidder provided there is a legally binding agreement between the bidder and the other parties sharing the same line for a period not less than 25 years and the bidder shall indemnify MSEDCL for any loss arising out of failure of such shared line.
5. The successful bidder shall not be entitled to deemed generation in case of any delay in grant of connectivity.
6. The successful bidder shall comply with MERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity and other regulatory provisions if applicable.

3.8 Clearances required from the Central/State Government and other local bodies

The Bidders are required to obtain necessary clearances and permits as required for setting up the Solar Power Projects.

3.9 Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)

The Bidder shall provide the following Bank Guarantees to MSEDCL in a phased manner as follows:

- i. **Earnest Money Deposit (EMD) of INR 1 Lakh / MW per Project** in the form of Bank Guarantee along with RfS according to Format 6.3 A and **valid for six (06) months** from the last date of bid submission and 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 in the name of the Bidding Company / Lead Member of Bidding Consortium.
The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed in **Annexure-C** in favour of MSEDCL.
- ii. **Performance Bank Guarantee (PBG):**
The Bidders selected by MSEDCL, based on this RfS shall submit the Performance Bank Guarantee (PBG) of Rs. 5 Lakh/MW, within 30 days from the date of issue of LOA and before signing of PPA, according to the Format 6.3 B, issued in favor of MSEDCL with a validity period 14 months from the date of issuance of LOA.
The Bidder shall furnish the Performance Bank Guarantees (PBGs) from any of the Banks listed at **Annexure - C** to MSEDCL.
- iii. The format of the Bank Guarantees prescribed in the Formats 6.3 A (EMD) and 6.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed by MSEDCL.
- iv. The successful bidders are required to sign PPA with MSEDCL within two months from the date of issue of LoA. Subsequent extension in this timeline shall be finalized and agreed by MSEDCL. In case, MSEDCL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Section 3.11 or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee submitted towards EMD shall be forfeited by MSEDCL as penalty and the selected Project(s) shall stand cancelled.
- v. The Bank Guarantees have to be executed on non-judicial stamp paper of Rs. 500.
- vi. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the bidder.
- vii. In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-B has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- viii. After the bidding process is over, MSEDCL shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days of the date of issue of LOA to successful bidders. The PBG of the solar power generator / bidder shall be returned immediately after successful commissioning of their projects as per Terms of PPA, after taking into account any liquidated damages due to delays in

commissioning as per Clause 3.14 of RfS and Article 3.3 of PPA.

- ix. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form and signing of PPA, the BG submitted towards EMD shall be returned by MSEDCL to the successful Bidder.

3.10 Forfeiture of EMD:

The BG towards EMD shall be forfeited by MSEDCL 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 the bid;
- ii. In case, MSEDCL offers to execute the PPA with the Selected Bidder and if the selected bidder does not submit the requisite documents as per Section 3.11, within the time period specified by MSEDCL;
- iii. If after date of issue of LOA, it is found that the documents furnished by the bidder during RfS are misleading or misrepresented in any way and that relevant facts have been suppressed;
- iv. If the bidder fails to furnish required Performance Bank Guarantee in accordance with Section 3.9

3.11 Power Purchase Agreement:

1. A copy of Power Purchase Agreement, to be executed between MSEDCL and the successful bidder or it's 100% subsidiary Special Purpose Vehicle (SPV), shall be provided by MSEDCL along with this RfS. The PPA shall be signed within 2 months from the date of issue of Letter of Award (LoA). PPA will be executed between MSEDCL and selected bidders. The PPAs shall be valid for a period of 25 years from the Commercial Operation Date of the proposed / new solar power projects based on the terms, conditions and provisions of the RfS.
2. Before signing of PPA between MSEDCL and the selected Bidders, MSEDCL will verify the documents furnished by the Bidders at the time of submission of response to RfS including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Bidders will also be required to furnish the documentary evidence for meeting the RfS Qualification Requirements.
3. The successful bidders shall be free to operate their projects after expiry of the 25 years from the COD of the project, if other conditions like land lease etc., permits. However, any extension of the PPA period beyond 25 years from the Commercial Operation Date of proposed / new solar power projects shall be through mutual agreements between the successful bidder and MSEDCL.

3.12 Capacity Utilisation Factor (CUF):

3.12.1 Criteria for generation:

The Solar Power Generator will declare the CUF of their project at the time of signing of PPA and will be allowed to revise the same once within first year of COD. The declared CUF shall in no case be less than 19% over a year. They shall maintain generation so as to achieve CUF in the range of $\pm 10\%$ of their declared value during PPA duration. The lower limit will, however, be relaxed by MSEDCL to the extent of grid non-availability for evacuation which is beyond the control of the Solar Power Generator.

3.12.2 Shortfall in minimum generation:

During the term of PPA, if for any Contract year, it is found that the Solar Power Generator has not been able to generate minimum energy corresponding to the lower limit of CUF as declared by the Solar Power Generator; such shortfall in performance shall make Solar Power Generator liable to pay the compensation provided in the PPA as payable to MSEDCL. This will, however be relaxable by MSEDCL to the extent of grid non-availability for evacuation, which is beyond the control of the Solar Power Generator. The amount of such penalty will be in accordance with the terms of the PPA under Clause 5.5.2. This compensation shall be applied to the amount of shortfall in generation during the year. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with successful bidder affecting supply of solar power by seller/Solar Power Generator.

3.12.3 Excess Generation:

In case the availability is more than the maximum CUF i.e over and above 10% of declared CUF by Solar Power Generator, the Solar Power Generator will be free to sell it to any other entity provided first right of refusal will vest with the Procurer. In case the Procurer purchases the excess generation, excess generation over and above maximum declared CUF, the same may be done at 75% of the PPA tariff. MSEDCL shall inform the Solar Power Generator for procurement of excess power within 15 days of receiving a written intimation from the Solar power Generator for such excess generation. If in case MSEDCL fails to reply to the Solar Power Generator within the above stipulated time period then the generator shall be free to sell it to any other entity.

3.12.4 Repowering:

Solar Power Generator shall be allowed for the repowering once for a maximum cumulative period of six (6) months during the entire PPA term of 25 years. Solar Power Generator shall not be in default for non-supply of power during this period of repowering. However, the MSEDCL will be obliged to buy power only within the range of CUF, specified in the PPA. Any excess generation will be dealt as specified in clause 3.12.3 of RfS.

3.13 Financial Closure or Project Financing Arrangements:

The Project Developer shall report tie-up of Financing Arrangements for the projects within 6 (Six) months from the date of issuance of LoA. Accordingly the successful

bidder shall furnish the following documents at the time of reporting Financial Closure i.e. tie-up of Financing Arrangements:

- a) tie-up of Financing Arrangements: internal resources and/or tie up of funds through a bank / financial institution by way of a legally binding agreement/sanction letter for commitment of such finances The bidder shall submit the undertaking that legally binding agreement shall be submitted within two months.
- b) Submit power evacuation/ connectivity agreement of successful bidder with MSEDCL.
- c) Evidence of clear identification of required land along with the following details:
 - i) The bidder shall identify 100% of the land area required for the project. The land used from the project on lease hold basis or right to use basis will be accepted in case of both government land and private land. Where, leasing of private land is involved, the lease should allow transfer of land to the Procurer, in case of default of the Solar Power Generator.
 - ii) Sworn affidavit/Undertaking from the authorized person of the successful bidder listing the details of the land and certifying total land required for the project.
 - iii) Developer and/ or Transfer Permission issued by State Nodal Agency/MEDA.
 - iv) Copy of key plan drawing showing survey number, plot number, point of installation of solar project with capacity.

3.14 Commissioning and penalty for delay in commissioning:

- 1) The Projects shall be commissioned within a period of 12 (Twelve) months of issuance of LoA
- 2) Commissioning certificates shall be issued by SLDC / MSEDCL after successful commissioning of Project / Units.
- 3) The Project shall be commissioned by the Scheduled Commercial Operation Date. In case of failure to achieve this milestone, MSEDCL shall forfeit the Performance Bank Guarantee (PBG) in the following manner.
 - a) **Delay upto Two (2) months from SCOD** – MSEDCL will forfeit Performance Bank Guarantee on per day basis and proportionate to the balance Capacity not commissioned.
 - b) **In case the commissioning of the project is delayed beyond Two (2) months** from SCOD – MSEDCL will forfeit total PBG and the PPA capacity shall stand reduced / amended to the Project Capacity Commissioned at the end of 14th month from the date of issuance of Letter of Award.

In case of delays of plant commissioning due to reasons beyond the control of the SPG, MSEDCL after having been satisfied with documentary evidences produced by the SPG for the purpose, can extend the time for commissioning date without any financial implications to the SPG.

3.15 Commercial Operation Date (COD):

Commercial Operation Date with respect to the Project / Unit shall mean the date on which the Project/ Unit is fully commissioned (certified by SLDC/MSEDCL) and available for commercial operation. The Successful Bidders shall have to provide a written notice to MSEDCL at least 30 days in advance for the same.

3.16 Minimum Paid up Share Capital to be held by Bidder:

- i) The Bidder developing the project shall provide complete information in their bid in reference to RfS about the Owners or Promoters or Proprietor or Members of the Co-Operative Society and their shareholding in the Bidding Entity indicating the controlling shareholding before signing of PPA with MSEDCL.
- ii) The successful bidder, if being a single bidding entity, shall ensure that its shareholding in the entity executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval of MSEDCL. However, in case the Project is being set up by a Public Limited Company, this condition will not be applicable.
- iii) In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the entity executing the PPA, shall not fall below 51% at any time prior to 1 (one) year from the COD, except with the prior approval of the MSEDCL.
- iv) However, in case the successful bidder shall itself be executing the PPA, then it shall ensure that its owners or promoters or Proprietor or Members of the Co-Operative Society shall not cede control (Control shall mean ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such entity or right to appoint majority Directors) till 1 (one) year from the COD, except with the prior approval of MSEDCL. In this case it shall also be essential that the successful bidder shall provide the information about its promoters and their shareholding to MSEDCL before signing of the PPA with MSEDCL.
- v) Any change in the shareholding after the expiry of 1 (one) year from the COD can be undertaken under intimation to MSEDCL.
- vi) In case, the financial eligibility and qualification is attained through financials of Parent Company or Affiliate, then the shareholding pattern of the Parent Company or Affiliate shall not change till the achievement of Financial Closure and the shareholding pattern of the bidding entity shall not change till one year from the date of COD.
- vii) In the event the Solar Power Generator is in default to the lender(s), lenders shall be entitled to undertake “Substitution of Promoter” in concurrence with MSEDCL.
- viii) In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) shall be deposited by Solar Power Generator /bidder to MSEDCL. However, the new

entity should be of the same financial strength as the Successful Bidder.

3.17 Structuring of the Bid selection process:

Single stage, double envelope bidding process followed by e-reverse auction has been envisaged under this RfS. Bidders have to submit both Technical bid and Financial bid (Fixed Tariff) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in **Section 3.18 & 3.21**.

3.18 Instructions to Bidders for structuring of bid proposals in Response to RfS

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

Detailed Instructions to be followed by the bidders for online submission of response to RfS as stated at **Annexure – D**.

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

1. Covering Letter as per **Format 6.1**.
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 6.2**.

In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Section. Provided that, such Board Resolutions 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.

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.

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 prevailing on the relevant date and used for such conversion, as certified by their banker. After such conversion, Bidder shall follow the procedure/ submit document as elaborated above.

3. Earnest Money Deposit (EMD) in the form as per **Format 6.3 A**.
4. Performance Guarantee (to be submitted before signing of PPA as specified in Section 3.9) in the form as per **Format 6.3 B**.

5. Board Resolutions, as per prescribed formats enclosed as Format 6.4 duly certified by the appropriate authority or in case Bidding Entity being a Company or Co-operative Society the Board Resolution shall have to be certified by Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board resolution from the Bidding Entity or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects, to sign the PPA with MSEDCL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
 - b. Board Resolution from the Bidding Entity committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
 - c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
6. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 6.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
7. Bidder shall ensure that the technology to be adopted shall be commercially established technology as per **Annexure-A** and is under operation for at least one year. Final details of the same shall be submitted within 6 months from the date of issuance of LoA.
8. Tie-up of Financing Arrangements for the projects within 6 months from the date of issuance of LoA.
9. **Format 6.6:** Format for Disclosure.
10. Attachments:
 - a) In case Bidding Entity is a Company, the Bidder shall submit the Memorandum of Association, Section of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to generation and sale of Power/ Energy/ Renewable Energy/ Solar Power plant development.

In case the Bidding Entity is a Co-Operative Society, the Bidder shall submit the registered Bye – laws. The bidder should also highlight the relevant provision which highlights the objects relating to generation and sale of Power/ Energy/ Renewable Energy/ Solar Power plant development.

- b) In case, there is no mention of the above provisions in the MoA, AoA or the Bye - Laws of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
- c) In case Bidder or a Bidding Consortium is a Company, the Bidder or all member companies of Bidding Consortium shall submit its Certificate of Incorporation. In case the Bidding Company is an Individual or Propriety Concern, the Bidder shall submit the documents such as Statutory License or Registration or GST Registration or Certificate of Registration under Shop & Establishment Act or Permanent Account Number (PAN) issued by Income Tax Department of India. In case the Individual or Propriety Concern does not have GST registration, then they shall provide the Certificate of GST registration before signing of PPA. In case the Bidding Company is a Co-Operative Society, then the Bidder shall submit the document of Registration with the Registrar under the Co-operative Societies Act, 1912.
- d) A certificate of shareholding of the bidding entity, its Affiliate, Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant / Company Secretary / or any other appropriate authority as per Indian Laws as on a date within one week prior to the last date of bid submission.
- e) Documents containing information about the Promoters / Proprietors or Members (in case of a Cooperative Society) or partners and their shareholding or percentage of sharing in the Entity (as on a date within one week prior to the last date of bid submission) to MSEDCL indicating the controlling shareholding at the stage of submission of response to RfS to MSEDCL as per Section 3.16. MSEDCL reserves the right to seek additional information relating to shareholding in bidding entity, their parents/ ultimate parents and other group entities to satisfy themselves that RfS conditions have been complied with and the bidder shall ensure submission of the same within the required time lines.

Certified copies of annual audited accounts for the last financial year, i.e. FY 2019-20 as applicable shall be required to be submitted; In case Bidder being an Individual or a Propriety Concern or a Co-Operative Society or registered Partnership Firm then the Bidder shall be required to submit audited annual accounts as required by Indian Laws. In case the Bidder is a newly formed entity, then the certificate issued by a Chartered Accountant with certified copy of Balance sheet, Profit & Loss account, Schedules and Cash Flow Statement supported with bank statement (if available) shall be required to be submitted.

- f) Certificate from Chartered Accountants/ Appropriate Authority, certifying the Net worth of the bidder per MW of quoted capacity as on 31st March, 2020.

3.19 Important notes and instructions to 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 shortlisted based on the declarations made by them in relevant provisions of RfS. The documents submitted online will be verified before signing of PPA.
- 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, MSEDCL reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee 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) Response submitted by the Bidder shall become the property of the MSEDCL and MSEDCL shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Section 3.9 (ix).
- e) All documents of the response to RfS (including RfS, PPA and all other documents uploaded on e-tendering portal of mahadiscom (<https://www.mahadiscom.in/solar-mskvy/index.html>) as part of this RfS) submitted online must be digitally signed by the person authorized by the Board as per Format 6.4.
- f) The response to RfS shall be submitted as mentioned in Section 3.21. 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, MSEDCL 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) Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- i) Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by MSEDCL.
- j) Response to RfS not submitted in the specified formats will be liable for rejection by MSEDCL.
- k) Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- l) 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 MSEDCL of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.

- m) Only MERC and/ or Bombay High Court shall have exclusive jurisdiction in all matters pertaining to this RfS.
- n) Bidder shall submit the bid considering the impact of the imposition of Basic Custom Duty (BCD) on Solar PV Cells & Modules/Panels as per MNRE Office Memorandum dated 09.03.2021. The imposition of BCD shall not be considered as change-in-law, in any case.

3.20 Non-responsive Bid

The electronic response to RfS submitted by the bidder along with the documents submitted offline to MSEDCL 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 Cost of RfS and/or Processing fee as mentioned in the Bid Information Sheet.
- b) Non-submission of EMD in acceptable form along with RfS document.
- c) Response to RfS (offline as well as online) not received by the due date and time of bid submission;
- d) Non submission of the original documents mentioned at **Section 3.21 A** by due date and time of bid submission;
- e) Any indication of tariff in any part of response to the RfS, other than in the financial bid.
- f) Data filled in the financial bid (Second envelope), not in line with the instructions mentioned.
- g) 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.
- h) Conditional bids shall be summarily rejected.

3.21 Method of Submission of Response to RfS by the bidder:

A. Documents to be submitted Offline (in Original):

The bidder has to submit the documents in original as part of Response to RfS to the address mentioned in Bid Information Sheet before the due date and time of bid submission.

Bidding Envelope: Superscribed as “Bidding Envelope containing Covering Envelope” at the top of the Envelope and “Name & Address of the Bidder” on the left hand side bottom must contain the following:

Covering Envelope: **Superscribed as** “Covering Envelope Containing Cost of RfS Document, Processing Fee, Bank Guarantee towards EMD, and Covering Letter,

Power of Attorney (if applicable), Consortium Agreement (if applicable), Board Resolution” **must contain the following:**

- i) Payment details towards Cost of RfS Document as mentioned in Bid Information Sheet.
- ii) Payment details towards Processing Fee as mentioned in the Bid Information Sheet
- iii) Original Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 6.3A). One EMD may be submitted for the cumulative capacity quoted by the bidder.
- iv) Covering Letter as per Format-6.1,
- v) Power of Attorney as per Format 6.2 (if applicable),
- vi) Board Resolution as per Format 6.4 (if applicable),
- vii) Consortium Agreement as per Format 6.5 (if applicable)
- viii) Letter for Disclosure, as per format 6.6

The bidding envelope shall contain the following sticker: (illustration)

<i>Response to RfS for procurement of 1250 MW (AC) solar power from projects to be developed in ----- Maharashtra IN MSEDCL through competitive bidding process</i>	
<i>Cumulative Capacity of the project applied for</i>	<i>MW</i>
<i>RfS Reference No.</i>	
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	Chief Engineer (Renewable Energy) Maharashtra State Electricity Distribution Co. Ltd. Office of the Chief Engineer (Renewable Energy) “Prakashgad”, 5th Floor, Station Road, Bandra (E), Mumbai -400 051. Tel.: 26472131, 26474211

B. Documents to be submitted Online:

Detail instructions to be followed by the bidders for online submission of response to RfS

as stated as **Annexure-D**. The bidders shall strictly follow the instructions in respective technical bid and financial bid while filling the form.

If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted shall be encashed and the EMD(s) shall be returned.

All documents of the response to RfS submitted online must be digitally signed on <https://etender.mahadiscom.in> (e-tendering portal of mahadiscom) available on <https://mahadiscom.in/solar-mskvy/index.html> which should contain the following:

1. “Technical Bid (First Envelope)”

- i. The Bidder shall upload single technical bid containing the **scanned copy** of following documents duly signed and stamped on each page by the authorized person as mentioned below.
- ii. Formats - 6.1, 6.2 (if applicable), 6.3 A, 6.4, 6.5 (if applicable), 6.6
- iii. All supporting documents regarding meeting the eligibility criteria

2. “Financial Bid (Second Envelope)”

Bidders shall submit the Financial Bid in electronic mode only. The Bidder shall submit a single Financial Bid containing the scanned copy of following document(s):

- Covering letter as per Format - 6.7 of this RfS document;
- The Bidder shall, as part of its Financial Bid, submit separate Tariff for each of the Project for which it is bidding. The Financial Bid must clearly indicate the bid amount in Indian Rupees (INR) only up to two (2) decimal points.
- Tariff bid for all the Projects shall have to be filled online provided at the <https://etender.mahadiscom.in> (e-tendering portal of mahadiscom) available on <https://mahadiscom.in/solar-mskvy/index.html>. The instructions mentioned in the Financial Bid have to be strictly followed without any deviation; else the bid shall be considered as non-responsive.

Important Note:

- a) Any Financial Bid received in the physical form shall be considered as a non-responsive Bid and would be rejected.
- b) In the event a Bidder quotes the Tariff higher than the ceiling tariff as specified in this RfS and any subsequent amendments issues by MSEDCL, then such Bid shall be summarily rejected by MSEDCL.
- c) The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
- d) Wherever mentioned, the Bidder must clearly indicate the Category under which the respective Project is being proposed. In case of any discrepancy, the Bid will be liable for rejection.
- e) In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each

flag.

- f) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

3.22 Validity of the Response to RfS:

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

3.23 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. MSEDCL shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

3.24 Clarifications/Pre Bid meeting/ Enquires/ Amendments:

- i. Clarifications/Doubts, if any, on RfS document may be emailed on skvytendermsedcl@gmail.com.
- ii. MSEDCL 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 MSEDCL’s response will be uploaded in the website www.mahadiscom.in. If necessary, amendments, clarifications, elaborations shall be issued by MSEDCL which will be notified on MSEDCL website. No separate reply/intimation will be given for the above, elsewhere.
- iii. A Pre Bid Meeting shall be held as mentioned in the Bid Information sheet.

3.25 Right of MSEDCL to reject a Bid:

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

SECTION 4: BID EVALUATION AND SELECTION OF PROJECTS

SECTION 4: BID EVALUATION AND SELECTION OF PROJECTS

Section 4: Bid Evaluation methodology and Selection of Projects

4.1 Bid Evaluation:

- 1) Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in **Section 3** of this RfS.
- 2) To ensure competitiveness, the minimum number of qualified Bidders should be two. If the number of qualified bidders is less than two, MSEDCL may continue with the bidding process at its discretion.
- 3) The detailed evaluation procedure and selection of bidders are described in subsequent sections in this Section.

4.2 Techno-commercial Evaluation of bidders:

A. First Envelope (Technical Bid) Evaluation (Step-1):

- i. The first envelope (Technical Bid submitted online) of only those bidders will be opened by MSEDCL whose required documents as mentioned at **Section 3.21 A** are received at MSEDCL office on or before the due date and time of bid submission.
- ii. Documents (as mentioned in the previous section) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.
- iii. Subject to **Section 3.20**, MSEDCL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, MSEDCL may seek clarifications / additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by MSEDCL within **3 days** from the date of such intimation from MSEDCL. All correspondence in this regard shall be made through email or www.mahadiscom.in. only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. MSEDCL shall not be responsible for rejection of any bid on account of the above.
- iv. The response to RfS submitted by the Bidder shall be scrutinized to establish Techno - Commercial eligibility as per RfS. MSEDCL will declare the list of eligible bidders as per the terms and conditions mentioned in this RfS.

B. Second Envelope (Financial Bid) Evaluation (Step-2):

In this step evaluations shall be done based on the “Tariff” quoted by the eligible bidders in the Financial Bid. After this step, the shortlisted bidders shall be invited for the E-reverse Auction for which bidder is submitted the bid.

- i. The bidders including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit bid (single application) quoting a tariff per kWh for all the projects it intends to bid for. Tariff can be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is Rs. 3.337, then it shall be considered as Rs. 3.33).
- ii. In this step, evaluation will be carried out based on tariff quoted by the Bidders.
- iii. On completion of Techno-commercial bid evaluation, if it is found that the total aggregate capacity of the Solar Power Projects short-listed is lower than or equal to 1250 MW as applicable, then further process shall be at MSEDCL’s discretion.

Note: In case of each category, on completion of Techno-commercial bid evaluation, if it is found that only one bidder is eligible, opening of the financial bid of the bidder will be at the discretion of MSEDCL. Thereafter MSEDCL will take appropriate action by taking necessary approval from MERC.

- iv. If the first-round tariff quoted is same for two or more bidders, then all the bidders with same tariff shall be considered of equal rank/ standing in the order.
- v. All qualified bidders shall be eligible for e-reverse auction round.
- vi. Ranking of bidders after Financial Bid Evaluation: In case of financial bids received from all bidders are in the form of tariff, ranking of bidders shall be done accordingly. For example:

BIDDER	SUBMITTED FINANCIAL BID	RANKING
B8	RS. 2.30 (TARIFF IN RS./ KWH)	L1
B5	RS. 2.70 (TARIFF IN RS./ KWH)	L2
B1	RS. 2.80 (TARIFF IN RS./ KWH)	L3
B4	RS. 2.80 (TARIFF IN RS./ KWH)	L3
B2	RS. 3.00 (TARIFF IN RS./ KWH)	L4
B3	RS. 3.30 (TARIFF IN RS./ KWH)	L5
B7	RS. 3.50 (TARIFF IN RS./ KWH)	L6
B6	RS. 3.60 (TARIFF IN RS./ KWH)	L7
B10	RS. 3.90 (TARIFF IN RS./ KWH)	L8
B9	RS. 4.00 (TARIFF IN RS./ KWH)	L9
B11	RS. 4.00 (TARIFF IN RS./ KWH)	L9

C. Reverse Auction (Step-3):

1. The e-reverse auction shall be conducted on <https://etender.mahadiscom.in> (e-tendering portal of mahadiscom). MSEDCL shall inform the schedule for the e-reverse auction to the eligible bidders. E-reverse Auction shall be carried out as specified in “Bid Information Sheet” of this RfS.
2. Shortlisted bidders for E-reverse Auction will be able to login into <https://etender.mahadiscom.in> (e-tendering portal of mahadiscom) of e-reverse auction, 15 minutes before the start time of e-reverse auction.
 - a) During the 15 minutes prior to start of e-reverse auction process, the respective tariff along with the total project capacity of the bidder shall be displayed on its window.
 - b) The minimum decrement value for tariff shall be ₹ 0.01 per kWh. The bidder can mention its revised tariff which has to be at least 01 (one) paisa less than its current tariff.
 - c) Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value mentioned in 4.2(C) (2b). However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
 - d) In the bidder’s bidding window, the following information can be viewed by the bidder: Its tariff as their initial start price and there after last quoted tariff along with project capacity for which the bidder is qualified;
 - e) The initial auction period will be of 60 minutes (one hour) with a provision of auto extension by Eight minutes from the scheduled/extended closing time if any fresh bid is received in last Eight minutes of auction period or extended auction period. If no valid bid is received during last Eight minutes of auction period or extended auction period, then the e-reverse auction process will get closed.

4.3 Selection of Successful Bidders:

1. The bidders shall be selected in the ascending order with lowest quoted tariff (being L1) till the capacity is exhausted.
2. The lowest quoting bidder will be allotted its qualified project capacity and then, next higher bidder will be allotted its qualified project capacity and so on, till the total capacity is exhausted.
3. The allocation of cumulative project capacity shall be closed at 1250 MW.
4. In case of the last selected bidder, if the balance project capacity is less than the total project capacity mentioned by the bidder, then the balance project capacity shall be awarded to the bidder, till the total capacity (i.e. 1250 MW) is exhausted. However, if the allocated capacity is less than 50% of the offered capacity by the bidder, then the bidder shall have the right to refuse the bid within 2 working days after e-reverse

auction event in writing. In such case, this balance capacity will be offered to next eligible bidder at MSEDCL's discretion.

5. In case of 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 bid with preference to that bidder who has quoted his last bid earlier than others.
6. 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 follow:
Step – 1: Lowest rank will be given to the bidder who has quoted the lowest in Financial Bid 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.
7. After the allocation to the respective bidders in terms of MW, further allocation would be done based on the substation capacity.
8. After completion of e-reverse auction, the allocation of MW Capacity would be entirely based on the substation capacity and its technical constraints irrespective of any location.
9. MSEDCL have simultaneously floated three different decentralized solar tenders under MSKVY, KUSUM-A & C scheme. List of Substation published under these tenders have common substations. In case, different bidders has submitted bids under different schemes on same substation more than spare capacity of substation, then allocation of the MW capacity will be done as follows:
 - **The first preference** will be given to lowest quoting bidder from **KUSUM-A** and will be allotted the capacity subject to available capacity of the substation and then if its qualified project capacity is exhausted, next higher bidder from KUSUM A (if same Substation mentioned in the bid) will be allotted the project capacity from its qualified project capacity and so on, till the total capacity of substation is exhausted.
 - **Next (second) preference** will be given to lowest quoting bidder from **KUSUM-C** and will be allotted the capacity subject to available capacity of the substation and then if its qualified project capacity is exhausted, next higher bidder from KUSUM C (if same Substation mentioned in the bid) will be allotted the project capacity from its qualified project capacity and so on, till the total capacity of substation is exhausted.
 - **There after (Third) preference** will be given to lowest quoting bidder from **MSKVY** and will be allotted the capacity subject to available capacity of the substation and then if its qualified project capacity is exhausted, next higher bidder from MSKVY (if same Substation mentioned in the bid) will be allotted the project capacity from its qualified project capacity and so on, till the total capacity of substation is exhausted
 - If the sub-station capacity fully exhausted by the lowest quoting bidder, then choice for other sub-station shall be given to next higher bidder from tenders in same sequence i.e. 1) KUSUM-A, 2) KUSUM-C 3) MSKVY (if same Substation mentioned in the bid of either tenders) by MSEDCL and so on. In response to this

the successful bidder shall inform its final choice to MSEDCL within 3 days from the date of completion of reverse auction if any.

- 10.** Above mentioned choices shall be based on the available spare capacity at the respective sub-station. At the end of selection process, Letter of Award (LOA) will be issued to all the Successful Bidders after MERC approval. In case of Consortium being selected as Successful Bidder, the LOA shall be issued to the Lead Member of the Consortium.
- 11.** In all cases, MSEDCL's decision regarding selection of bidder through Reverse Auction or otherwise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

Also, MSEDCL reserve the right to short close the capacity lower than tender capacity at its discretion if prices are abruptly high.

SECTION 5: OTHER PROVISIONS

Section 5: Other Provisions

5.1 General Design of the Facility:

The Bidder shall ensure to operate and maintain the Facility in accordance with the relevant technical standards in terms of the Electricity Act 2003 and Rules, Regulations, Orders and Policy decisions there under.

The Bidder shall ensure that the Facility at all times:

- a. Have SCADA installation/ any other continuous communication facility for transferring the data of Solar Energy generated from his switchyard / MSEDCL Substation to the State Grid's Sub-Station / Control room;
- b. Have installed Special Energy Meter (SEM) with telecommunication facility with availability based tariff (ABT) feature as per relevant CEA specifications / Regulations along with Automatic Meter reading arrangements.
- c. Moreover, it shall be mandatory to provide real time visibility of electricity generation to MSLDC at Airoli, Navi Mumbai, Maharashtra or MSEDCL through RTU-DC, V-SAT or any other standard protocol decided by MSEDCL.

5.2 SCADA Communication Point

The bidders shall ensure that the data communication for 2 to 5 MW project capacity shall be at MSEDCL control room and for the project capacity above 5 MW the same shall be at MSLDC control room.

5.3 Role of / MSEDCL:

It is envisaged that the MSEDCL will provide transmission/distribution system to facilitate the evacuation of power from the Projects which may include the following:

Upon application for Connectivity as per MERC Regulations, MSEDCL shall coordinate with the concerned agencies for grant of connectivity.

SECTION 6: FORMATS FOR BID SUBMISSION

Section 6: Formats for Bid Submission

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in **Sections 3.5, 3.16, 3.18** and other submission requirements specified in the RfS.

- a) Format of Covering Letter (Format 6.1)
- b) Format for Power of Attorney (Format 6.2)
- c) Format for Earnest Money Deposit (EMD) (Format 6.3 A);
Format for Performance Bank Guarantee (Format 6.3 B)
- d) Format for Board Resolutions (Format 6.4)
- e) Format for the Consortium Agreement (Format 6.5)
- f) Format for Disclosure (Format 6.6)
- g) Format for submission of financial bid (Formats 6.7)
- h) Technical Requirements for Grid Connected Solar Power Projects (Annexure - A)
- i) Check List for Bank Guarantees (Annexure-B)
- j) List of Banks (Annexure-C)
- k) Special Instructions to Bidders for e-Tendering and E-reverse Auction (Annexure-D)
- l) Terms & Conditions of E-reverse Auction Procedure (Annexure-F)

The Bidder may use additional sheets to submit the information for their detailed response.

FORMAT-6.1

Covering Letter

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

Date: Reference No:

From: (Insert name and address of Bidding Entity/ Lead Member of the Bidding Consortium)

Tel.#:

Fax#:

E-mail address:

GST number:

To

**Chief Engineer (RE),
Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL),
Renewable Energy Section, 5th Floor, 'Prakashgad',
Bandra (East), Mumbai - 400 051
Tel No.022-26474211.**

Web Site – www.mahadiscom.in

Sub: Response to **RfS No.** MSEDCL/CE/RE/2021/Solar/Decentralized/----- dated 28.10.2021 for purchase of 1250 MW (AC) solar power from projects to be developed in Maharashtra through competitive bidding process (followed by e-reverse auction).

Dear Sir,

We, the undersigned [insert name of the 'Bidder'] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for a period of 25 years from the Commercial Operation Date of proposed / new solar power projects and hereby submit our response to RfS. We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent / Parent / Affiliate/ Group Entities has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 6.6 under Disclosure). We are submitting application for the development of following Solar Power Project(s):-

Table No-1: (Mention the details of land in below table if land required for solar project is arranged by developer on its own)

	Location of Project (Village, Taluka, District)	Sub-station Details	Proposed Capacity (MW)
01			
02			
...			
Total			

Table No-2: (Mention the details of land in below table if land required for solar project is selected by developer from MSEDCL Land Portal)

	Mention Land Application No. mentioned in MSEDCL Land Portal	Location of Project (Village, Taluka, District)	Sub-station Details	Proposed Capacity (MW)
01				
02				
...				
Total				

(Note: 1. The bidder must ensure the project capacity mentioned should be as per Section 3.2 (2).

Note 2. Delete/Insert the rows as applicable, and number the Projects and envelopes accordingly).

1. We give our unconditional acceptance to the RfS dated ----- and PPA.

In token of our acceptance to the RfS, and PPA along with the amendments and clarifications issued by MSEDCL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS, and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within 12 months of the date of issuance of LoA.

2. Earnest Money Deposit (EMD): - (Please read Section 3.9 carefully before filling) We have enclosed EMD of Rs... (Insert Amount) in the form of bank guarantee no..... [Insert bank guarantee number] dated [Insert date of bank guarantee] as per Format 6.3A from [Insert name of bank providing bank

guarantee] and valid up to.....in terms of Section 3.9 of this RfS. The total capacity of the Solar Power Project offered by us is MW

3. We hereby declare that in the event our Project get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the selected Projects within due time as mentioned in 3.9 , respectively on issue of LOA by MSEDCL for the selected Projects and/or we are not able to sign PPA with MSEDCL within 2 months from date of issue of LOA or as intimated by MSEDCL, MSEDCL shall have the right to forfeit the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
4. We have submitted our response to RfS strictly as per Section – 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. We hereby declare that during the selection process, in the event our Project happens to be the last Project and MSEDCL offers a capacity which is less than our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.
6. Acceptance
7. We hereby unconditionally and irrevocably agree and accept that the decision made by MSEDCL in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
8. Familiarity with Relevant Indian Laws & Regulations:
9. We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfS, execute the PPA in the event of our selection as Successful Bidder.
10. In case of our selection as the Successful bidder and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our 100% subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with MSEDCL, committing total equity infusion in the SPV as per the provisions of RfS.
11. We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity within the period of 06 months from the date of LOA. In the event of delay in commissioning, the provisions of Section 3.14 of the RfS/ relevant Sections of PPA shall be applied on such projects. Further, the project shall not be considered as commissioned unless the connectivity with MSEDCL grid is established, SNA/MEDA registration and SLDC / MSEDCL issues certificate of commissioning. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
12. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from MSEDCL.
13. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

14. We 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 one hundred eighty (180) days from the last date of submission of response to RfS).

15. Contact Person

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

Name :.....
 Designation :
 Entity
 :
 Address :
 Phone
 Nos. :
 Mobile Nos. :
 Fax
 Nos. :

 E-mail address:.....

16. 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 Solar Power Generator’s event of default under PPA and consequent provisions of PPA shall apply.

Dated the ... day of ..., 2021

Thanking you,
Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per Section 3.18 (5) (a))

FORMAT-6.2

(Applicable only in case of Consortiums)

FORMAT FOR POWER OF ATTORNEY

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

POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS THAThaving its registered office at,and 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 appointas the Lead Member of the said Consortium do hereby constitute, nominate and appointan entity incorporated under the laws ofand having its Registered /Head Office atas 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. MSEDCL/CE/RE/2021/Solar/Decentralised/----** dated 28.10.2021 .

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 PPA.

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

IN WITNESS WHEREOF M/s as the Member of the Consortium have executed these presents on this..... day ofunder 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:-----

Note: - Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section 2 of the RfS.

FORMAT- 6.3 A**Format for Earnest Money Deposit**

(To be on non-judicial stamp paper of Rs. 500/-)

Ref. Bank Guarantee No. Date:

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project/Projects of the cumulative capacity of MW [Insert cumulative Project capacity proposed] for Procurement of up to ----- MW of Power from grid - Connected Solar Power Projects for long term basis, through competitive bidding process (followed by e-reverse auction), in response to the RfS No. MSEDCL/CE/RE/2021/Solar/Decentralised/----- dated 28.10.2021 and MSEDCL 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 MSEDCL at [Insert Name of the Place from the address of MSEDCL] forthwith on demand in writing from MSEDCL 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. 1 Lakhs per MW of cumulative capacity proposed, only, on behalf of [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 Section 3.9 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 Rs. (Rupees. only).

Our Guarantee shall remain in force until [insert date of validity in accordance with **Section 3.9** of this RfS]. MSEDCL shall be entitled to invoke this Guarantee till [insert date of validity in accordance with **Section 3.9** of this RfS].

The Guarantor Bank hereby agrees and acknowledges that the MSEDCL 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 MSEDCL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to MSEDCL.

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 MSEDCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse

against MSEDCL in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Mumbai 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 MSEDCL 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 MSEDCL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rupees. only) and it shall remain in force until [Date to be inserted on the basis of **Section 3.9** of this RfS]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if MSEDCL serves upon us a written claim or demand.

Signature
Name
Power of Attorney No.

For

[Insert Name of the Bank]

E-mail ID of the bank:

Banker's Stamp and Full Address. _____
Dated this _____
day of __, 2021

FORMAT- 6.3 B**Format for Performance Bank Guarantee for Solar Power Project**

(To be executed on stamp paper of Rs.500/- by SPV/Project Entity)

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Generator) submitting the response to RfS inter alia for selection of the Project of the capacity of MW, at[Insert name of the place] for supply of power there from on long term basis, in response to the RfS dated..... issued by Maharashtra State Electricity Distribution Company Limited(hereinafter referred to as MSEDCL) and MSEDCL considering such response to the RfS of[insert the name of the selected Solar Power Generator] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Generator and issuing Letter of Intent No ----- to (Insert Name of selected Solar Power Producer) as per terms of RfS and the same having been accepted by the selected bidders. Whereas -----[Insert name of the SPV] is a Special Purpose Vehicle (SPV/Project Entity) of ----- [Insert name of the Bidder] resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power from [SPV/Project company], M/s ----- . As per the terms of the RfS, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to MSEDCL at [Insert Name of the Place from the address of the MSEDCL] forthwith on demand in writing from MSEDCL or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s [SPV/Project Entity]

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 Rs. only. Our Guarantee shall remain in force until..... MSEDCL shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that MSEDCL 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 MSEDCL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to MSEDCL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the SPV/Project Entity] and/or any other person. The Guarantor Bank shall not require MSEDCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against MSEDCL in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Maharashtra 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 MSEDCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Generator/Project Entity, to make any claim against or any demand on the selected Solar Power Generator/ Project Entity or to give any notice to the selected Solar Power Generator/Project Entity or to enforce any security held by MSEDCL or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Generator/Project Entity.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs.....(Rs. _____ only) and it shall remain in force untilWe are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if MSEDCL serves upon us a written claim or demand.

Signature
Name
Power of Attorney No.

For

[Insert Name 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 or the party on whose behalf the BG has been issued.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks mentioned in this RfS.

FORMAT-6.4

Format for Board Resolutions

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 or Co-operative Society Act 1912, as applicable, passed the following Resolution:

1. **RESOLVED THAT** Mr/Ms....., be and is hereby **authorized** to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to **RfS No. MSEDCL/CE/RE/2021/Solar/Decentralised/---** dated 28.10.2021 for purchase of ----- MW (ac) solar power from projects to be developed in **Maharashtra** of MSEDCL through competitive bidding process (followed by e-reverse auction), including signing and submission of all documents and providing information / response to RfS to Maharashtra State Electricity Distribution Company Limited(MSEDCL), representing us in all matters before MSEDCL, and generally dealing with MSEDCL in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Entity or the Lead Member of the Consortium)**
2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013 or Cooperative Societies Act 1912, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company or the registered Bye – Laws of Cooperative Societies, as applicable, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Entity)**

[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 or Cooperative Societies Act 1912, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company or the registered Bye – Laws of the Cooperative Society, as applicable, approval of the Board be and is hereby accorded to invest (----%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. **(To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)**

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with -----[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 the each Member of the Bidding Consortium including Lead Member)**

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project, 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 or equivalent authority for Cooperative Societies)

Notes:

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

FORMAT- 6.5**Format for Consortium Agreement**

(to be submitted separately for each Project)

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

THIS Consortium Agreement (“Agreement”) executed on this day of Two thousand between [insert name of Lead Member] a Company incorporated under the laws of or a Cooperative Society registered under the Cooperative Societies Act 1912 and having its Registered Office at (hereinafter called the “**Member - 1**”, which expression shall include its successors, executors and permitted assigns) and a Company incorporated under the laws of or a Cooperative Society registered under the Cooperative Societies Act 1912 and having its Registered Office at (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), a Company incorporated under the laws of or a Cooperative Society registered under the Cooperative Societies Act 1912 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 execution of Power Purchase Agreement (in case of award), against RfS No. MSEDCL/CE/RE/2021/Solar/Decentralised/---- dated 28.10.2021 issued by MSEDCL a Company incorporated under the Companies Act, 1956 (1 of 1956) having its Registered office at Prakashgad, Plot G 9, Prof. Anant Kanekar Marg, Bandra (East), Mumbai 400 051.

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 MSEDCL desires to purchase power from 1250 MW (AC) solar power projects to be developed in Maharashtra of MSEDCL through competitive bidding process (followed by e-reverse auction),

WHEREAS, MSEDCL had invited response to RfS vide its Request for Selection (RfS) dated 28.10.2021

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 MSEDCL wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

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 (), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, -----, Member- n and to submit the response to the RfS.
- 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 equity investment 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 respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
- 5) Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

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

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

- 6) The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Solar Power Generator achieves Financial Closure in terms of the PPA.
- 7) In case of any breach of any equity investment commitment by any of the consortium Members, the Lead Member shall be liable for the consequences thereof.
- 8) Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

- 9) It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
- 10) This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at [-----] alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under..
- 11) 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 MSEDCL in terms of the RfS.
- 12) It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by MSEDCL.
- 13) 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.
- 14) 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 PPA except with prior written consent of MSEDCL.
- 15) 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 MSEDCL.
- 16) All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA.

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

Note: - Technology Partner in a Consortium shall be an entity with equity participation less than 10%.

FORMAT- 6.6

Format for Disclosure

[On the letter head of Bidding Entity / Each Member in a Bidding Consortium]

Disclosure

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. MSEDCL/CE/RE/2021/Solar/Decentralised/----- dated 28.10.2021 and that our Parent, Affiliate or Ultimate Parent or any Group Entity with which we have direct or indirect relationship are not separately participating in this selection process.

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

(Signature & Name of the person Authorized By the board)

Date:

FORMAT- 6.7

FINANCIAL PROPOSAL Covering Letter

(On Bidder's letter head)

[Date and Reference]

To,

**Chief Engineer (RE)
Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL),
Renewable Energy Section, 5th Floor, 'Prakashgad',
Bandra (East), Mumbai - 400 051**

Sub: Response to RfS No. MSEDCL/CE/RE/2021/Solar/Decentralised/--- dated 28.10.2021 for purchase of 1250 MW (AC) solar power from projects to be developed in Maharashtra of MSEDCL through competitive bidding process (followed by e-reverse auction).

(Applicant's name) enclose herewith the Financial Proposal for

Selection of my / our firm for a cumulative capacity of MW as Bidder for above.

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..

1. There can be only one tariff. If the bidder quotes two tariffs, then the bid shall be considered as non-responsive.
2. If the bidder submits the financial bid at <https://etender.mahadiscom.in> (e-tendering portal of mahadiscom) not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.
3. Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be considered as non-responsive and summarily rejected.
4. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
5. The tariff should be mentioned up to two places of decimal only.
6. The Financial bid is not to be mentioned anywhere other than the Electronic Form and only the financial bid mentioned in the Electronic form will be considered for further evaluation

Authorized Signatory

Name: Designation

Name of the Firm/Consortium Address

Format 6.8 Regarding Timelines of the Milestones

D represents Effective Date of PPA		
S. No.	Query item	Response
a.	Tentative date/month of procurement of RE generating equipment's such as Solar Modules/Panels, etc	- Solar Modules/Panels– D + ---- months -
b.	Country of Import, if not domestically procured	- Solar Modules/Panels ----- -
c1.	Land Procurement	By D + ----- months
C2.	Grid Connectivity	-----
C3.	Material Procurement	D + ----- months
C4.	Start and Completion of construction activities	Start of construction activities – D + ----- month onwards
		Completion of construction – D + ----- months
C5.	Testing and Commissioning	D + ----- months
C6.	Scheduled Commercial Operation Date (SCOD)	D + ----- months

Annexure – A: Technical Parameter of PV Module and various other components for use in Grid Connected Solar Power Plants

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/IEC Standards. The design and commissioning also shall be as per latest IEC/IS standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

1. PV Module Qualification

The PV modules used in the grid connected solar power Projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

Crystalline Silicon Solar Cell Modules	IEC 61215
Thin Film Modules	IEC 61646
Concentrator PV modules	IEC 62108

In addition, PV modules must qualify to IEC 61730 for safety qualification testing @1000 V DC or higher. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

2. Power Conditioners/ Inverters

The Power Conditioners/Inverters of the SPV power plants must conform to the latest edition of IEC/ equivalent BIS Standards as specified below:

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
Electrical Safety	IEC 62103/ 62109-1&2
Protection against Islanding of Grid	IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards
LVRT Compliance	As per the latest CERC Guidelines/ Order/ Regulations
Grid Connectivity	Relevant CERC Regulations (including LVRT compliance) and Grid Code as amended and revised from time to time.

Rated capacity	Nominal/Rated output power of the inverter (if different power ratings are mentioned at different temperatures, then power rating at 50 ⁰ C shall be considered) in kW will be considered as inverter rated
-----------------------	--

3. Cables and connectors:

All cables and connectors for used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years from the COD of the project and voltages as per latest IEC standards. (**Note:** IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 600 - 1800 Volts DC for outdoor installations should comply with the BS EN50618:2014/2pfg 1169/08.2007 or equivalent IS for service life expectancy of 25 years).

4. Other Sub-systems/Components

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance

5. Authorized Test Centres

The PV modules / Power Conditioners deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types/ equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

6. Warranty

- a. PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years from the COD of the project.
- b. The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- c. The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- d. The Inverters/PCUs installed in the solar power plant must have a warranty for 5 years.

7. Identification and Traceability

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions):

- i) Name of the manufacturer of PV Module
- ii) Name of the Manufacturer of Solar cells
- iii) Month and year of the manufacture (separately for solar cells and module)
- iv) Country of origin (separately for solar cells and module)
- v) I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 25⁰C)
- vi) Wattage, Im, Vm and FF for the module
- vii) Unique Serial No. and Model No. of the module
- viii) Date and year of obtaining IEC PV module qualification certificate
- ix) Name of the test lab issuing IEC certificate
- x) Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

8. Safe Disposal of Solar PV Modules:

The Bidder will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

Installation Report

(To be provided by Solar Power Generator and to be submitted at least 10 days prior to commissioning date)

Sr. No.	Capacity of the Project (MW)	
	Capacity already commissioned (MW)	
	Capacity proposed to be commissioned (MW)	
I.	Technology used (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type)	
II.	Rating of the each module (Wp)	
III.	Angle from horizontal at which array is installed	
IV.	Number of modules installed of each type	
V.	Source(s) of the cells installed of each type	
VI.	Source(s) of the Modules installed of each type	
VII.	Number of PCUs / Inverters installed	
VIII.	Source of the PCUs / Inverters (Name of supplier with address)	
IX.	Rating of PCUs / Inverters	
X.	Date of installation of full capacity (as per capacity proposed to be commissioned)	-----
	PV arrays	
	PCUs / Inverters	
	Transformers	
XI	Documents / Lease Agreement to establish possession / right to use 100% (hundred per cent) of the required land in the name of solar power generator for a period not less than the complete term of PPA	

Sample Connectivity Report*(To be provided by concerned STU / MSEDCLs)*

This is in compliance to the office order of the -----,----- STU / MSEDCL, <Place> issued vide office order

<No.><dated>, the committee constituted vide said order has completed the work for commissioning of <kV> Bay & Metering Equipment to interconnect the <MW> Solar Power Generation Plant (having

<technology>) with Grid installed at <Village>, <Tehsil>, <District> in the <State> on <date>. The details of Solar Power Plant are as under:-

S. No	Name of Solar Power Generator & Location	Capacity Mentioned in PPA	Connectivity	Details of Solar Power Plant (Transformer, Inverter, Modules, Switchgear)
1	<M/s> <Village> <Tehsil> <District.	<> MW	Metering Detail at Delivery Point (<Village>) S.No. of <kV> CT i) <R-Phase> ii) <Y-Phase> iii) <B-Phase> S.No. of <kV> PT i) <R-Phase> ii) <Y-Phase> iii) <B-Phase> S.No. of Main<ABT> Meter> S.No. of Check <ABT Meter> Metering Equipment installed at	Transformer <Make/Type:> <Sr. No.> Inverters <Make/Type:> <Sr. No.> Modules <Make: > <W>, < W > <Total: Nos.> Switchgear Panels <Make/Type:> <Sr. No.> Protection Provided: Under/Over voltage, Over current & Earth fault.

The Commissioning date of various equipment is as under:

<kV> line from --- to -----, completed on date -----.

Line Bay at < kV > GSS, ----- charged for ---- on -----.

<kV> line charged from -----to----- on date-----.

Main & check metering commissioned on (Initial record of main/Check meters at the time of Commissioning is to be taken and enclosed)

Complete system commissioned on date-----

The Joint Inspection Report of metering arrangement & copy of permission of Electrical Inspector is enclosed herewith.

Appendix-A-4

Sample Synchronization Certificate

It is certified that ----- MW (Capacity) Solar Photovoltaic Power Project of M/s. -----, Village - ----- Tehsil/Taluka -----, District ----- was Grid connected on (Date) at----- Hrs.

It is further certified that the Project was synchronized and supply of power into the grid from the Project connected on (Date) at ----- Hrs.

The above certificate is issued on the basis of MRI record.

NB:

- (i) The above certificate shall be issued by concerned MSEDCLs
- (ii) Copy of duly signed MRI is to be enclosed.

Appendix-A-5

**Sample Part Commissioning / Full Commissioning Certificate
of Solar PV Power Project**

This is to certify that <M/s> having its registered office at ----- has successfully commissioned Capacity < MW > out of total <MW> installed Capacity on (Date) of their Solar PV Power Generation Project at Village -----, Tehsil/Taluka ----- & Dist. -----

The Commissioning Certificate has been issued on the basis of the following documents enclosed:

- (i) Installation Report including Snap shots of the Project from various angles
- (ii) Electrical Inspector Report
- (iii) Connectivity Report
- (iv) Synchronization Certificate including MRI record

NB: To be issued by as mentioned in clause 3.17.

Annexure – B: Check list for Bank Guarantees

Sl. no.	Details of Checks	Yes/No
1.	Is the BG on non-judicial Stamp paper of Rs. 500	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
5.	Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	Are the factual details such as Bid Document No./Specification No./LOA No.(if applicable)/Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

Annexure – C: List of Banks

(Refer to para 2(b) of notification dated April 13, 2020)

List of Scheduled Commercial Banks

PUBLIC SECTOR BANKS		PRIVATE BANKS	
1	State Bank of India	1	Axis Bank Ltd.
2	Bank of Baroda (Including Vijaya Bank and Dena Bank)	2	Catholic Syrian Bank Ltd.
3	Bank of India	3	City Union Bank Ltd.
4	Bank of Maharashtra	4	Development Credit Bank Ltd.
5	Canara Bank (Including Syndicate Bank)	5	Dhanlaxmi Bank Ltd.
6	Central Bank of India	6	Federal Bank Ltd.
7	Indian Bank (Including Allahabad Bank)	7	HDFC Bank Ltd.
8	Indian Overseas Bank	8	ICICI Bank Ltd.
9	Punjab National Bank (including Oriental Bank of Commerce and United Bank of India)	9	IndusInd Bank Ltd.
10	Punjab & Sind Bank	10	Jammu & Kashmir Bank Ltd.
11	Union Bank of India (including Andhra Bank and Corporation Bank)	11	Karnataka Bank Ltd.
12	UCO Bank	12	Karur Vysya Bank Ltd.
		13	Kotak Mahindra Bank Ltd.
		14	Lakshmi Vilas Bank Ltd.
		15	Nainital Bank Ltd.
		16	Ratnakar Bank Ltd.
		17	South Indian Bank Ltd.
		18	Tamilnad Mercantile Bank Ltd.
		19	Yes Bank Ltd.
		20	Bandhan Bank
		21	IDFC Bank Ltd.
		22	IDBI Bank Ltd

FOREIGN BANKS

1	The Royal Bank of Scotland N.V	23	Mizuho Corporate Bank Ltd.
2	Abu Dhabi Commercial Bank Ltd.	24	Oman International Bank
3	Antwerp Diamond Bank N.V	25	SocieteGenerale
4	Arab Bangladesh Bank Ltd.(AB Bank)	26	Sonali Bank
5	Bank International Indonesia	27	Standard Chartered Bank
6	Bank of America	28	State Bank of Mauritius
7	Bank of Bahrain & Kuwait B.S.C	29	JSC - VTB Bank
8	Bank of Ceylon	30	UBS AG
9	Bank of Nova Scotia	31	American Express Banking Corporation
10	Bank of Tokyo - Mitsubishi Ltd.	32	First Rand Bank Ltd.
11	Barclays Bank	33	Commonwealth Bank of Australia
12	BNP Paribas	34	United Overseas Bank Ltd.
13	China Trust Bank	35	Credit Suisse A.G
14	Shinhan Bank	36	Sberbank
15	Citibank N.A	37	Australia and New Zealand Banking Group Ltd.
16	Credit Agricole Corporate and Investment Bank	38	Rabobank International
17	Deutsche Bank	39	National Australia Bank
18	DBS Bank Ltd.	40	Woori Bank
19	Hongkong and Shanghai Banking Corp. Ltd.	41	Industrial & Commercial Bank of China
20	J.P.Morgan Chase Bank N.A	42	Sumitomo Mitsui Banking Corporation
21	Krung Thai Bank	43	Westpac Banking Corporation
22	Mashreqbank	44	Doha Bank

Annexure – D: Special instructions to Bidders for e-Tendering

The Complete user guide for vendor registration and bidding process is available in “Download” section as “Vendor's manual for Power Purchase E-Tendering” on <https://etender.Mahadiscom.in> (e-tendering portal of mahadiscom)

Annexure – F: Terms & Conditions of e-Reverse Auction

After opening of financial bids and short-listing of bidders based on the First round tariff and total capacity of project of qualified Project(s), MSEDCL shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section- 4 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.

1. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction.
3. 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.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which is enclosed separately in the RfS document.
6. 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 MSEDCL guidelines, shall be initiated by MSEDCL.
7. The Bidder shall not divulge either his Bids or any other exclusive details of MSEDCL to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a. Bidders may note that, 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.
 - b. Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of MSEDCL, bid process, bid technology, bid documentation and bid details.
 - c. It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
 - d. Technical and other non-commercial queries (not impacting price) can only be routed to the MSEDCL contact personnel indicated in the RfS document.
 - e. Order finalization and post order activities such issue of LOA, signing of PPA etc. would be transacted directly between successful bidder(s) and MSEDCL.
 - f. LOA shall be placed outside the e-Tender Portal & further processing of the LOA shall also be outside the system.
 - g. In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure – D of the RfS document.
 - h. 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.

- i. MSEDCL 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.
- j. Bidders may note that it may not be possible to extend any help, during 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.

10. For access to the Reverse Auction site, e-tendering portal of mahadiscom to be used

11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION:

Reverse Auction shall be conducted as per methodology specified in Section – 4 and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sr.No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	Please refer Bid Information Sheet
2.	Duration of Reverse-Auction Bidding Event	1 Hour
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 minutes
3.2	Automatic extension Time-Duration	08 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	First Round tariff Quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by MSEDCL on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by MSEDCL. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. MSEDCL shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/no. of projects being auctioned, auction rules etc.

MSEDCL reserves the right to cancel/reschedule/extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

MSEDCL shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of MSEDCL shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.

Annexure – G: List of Sub-stations

(Attached Separately)

Annexure – H:**Main Keywords**

- 1) Made in India
- 2) Distributed Cable Drive Actuator
- 3) Self-Powered Controller and Wind Station.
- 4) Wireless communication for controller and wind station
- 5) Uniform Torque Tube section in the row.

A. Documents and Details Required

1. The single-axis tracking tender, bidder confirmation letters and data shall be provided by the bidders as described below. Studies and reports to be covered in the confirmation letters from the manufacturer:

Stow Strategy Control System: The bidders are responsible for the definition of a stow strategy which clearly demonstrates the safe operation of the tracker during maximum wind speed events as defined in local code or standard for wind loads. The following points should be included:

- Tracker inclination and orientation at stow position.
 - Maximum wind speed as per IS 875-III:2015 basic wind speed map of India.
 - If study from authentic reputed source shows that the wind speed at the proposed site location is different than given in local code or standard for wind loading, such wind speed acceptable per client/owner's request such study and its approval to be provided by client/owner in written format as deviation from local code /standard for wind loading.
 - Preference will be given for submission of Coefficients for computing loads are derived from a Boundary layer Wind tunnel study from a Wind tunnel facility of International repute.
 - Static coefficients along with dynamic Amplification factors to be used to design the structure.
 - Aeroelastic instability analysis for the proposed tracker structure to show that the stow angle will not result in aeroelastic instability. This has to be demonstrated by the supplier.
 - Time period required to move the tracker from maximum tilted working position into stow position considering aero elastic instability study output for the tracker structure. This has to be demonstrated by the supplier.
2. Wind tunnel tests from a recognized wind expert institute to be shown / submitted (CPP Wind Engineering, RWDI or an alternative experienced institute subject to approval by the client). Boundary Layer Wind Tunnel tests should be used to be in supplement calculations using appropriate models of the structure. Successful tracker dynamic analysis and tests based on the actual tracker configuration, stiffnesses and geometry with investigations of vortex shedding and all possible aeroelastic instabilities.
 3. Independent Engineers Bankability review report from reputable agencies like Black and Veatch, DNV or alternative experienced agency to be shown / submitted.

4. Structure design review document from any IIT civil/structural certifying department.

General Tracker Specification:

1. Single Axis Tracker: Independent Row Tracker.
2. Tracking Angle: minimum-60/+60.
3. DC Self –powered drive system with battery backup.
4. Suitable material for corrosion category compliance as per Corrosion map of India, EN ISO 14713, EN ISO 1461, EN ISO 12944-5 or ASTM 123.
5. Module Configuration: IP configuration.
6. Actuation: Electro-mechanical.
7. Design wind speed as per site condition, basic wind speed as per wind map of India from IS 875-III: 2015.
8. Stow configuration: optimal Angle, as per aero elastic instability analysis.
9. Operational temp: -10 to 55 degree Celsius.
10. Distributed drive with multi location torsion lock for each tracker table to enhance table structural stability. Tracker supplier to submit calculations to substantiate this.
11. Cleaning mode in control system- Compliant with robotic module cleaning.
12. Uniform minimal gaps between modules in a single table.
13. Individual row-level bi-directional control with communication redundancy through mesh networked controllers.

B. Other technical requirement:

Tracker Bushing:

1. It should be type tested for operation cycles which solar plant will go through in its life of 25 years.
2. Preference will be given to maintenance free and/or lubrication free bushings.
3. Bearing must be resistant to dust, water and any other external elements, test report to be submitted.

Control and Monitoring:

1. The tracker controller must have at least one tilt sensor per tracker table for measurement of tracker tilt angle.
2. Each logical tracker block should have at least one wind station for measuring and monitoring the speed of the wind. The wind speed data should be transmitted to the block wirelessly.
3. Tracker controller should have the Micro-controllers for controlling all the outputs of the sensors. Details of Algorithm used to be submitted to client.
4. Battery back up should be provided for controller. Minimum 2 days of backup and self powered, power consumption less than 0.075% of generated power on per MWp basis (calculation to be submitted).

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

PPA

**FOR PROCUREMENT OF -- MW (AC) SOLAR POWER FROM PROJECTS
TO BE DEVELOPED IN MAHARASHTRA OF MSEDCL THROUGH
COMPETITIVE BIDDING PROCESS**

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This Power Purchase Agreement is made and entered into at Mumbai on this day of -----
2021 between M/s-----Company having its
registered office -----at -----India (hereinafter
referred to as “Solar Power Producer”, which expression shall, unless repugnant to the context
or meaning thereof, include its successors and assignees) as party of first part.

AND

Maharashtra State Electricity Distribution Company Limited incorporated under the
Companies Act 1956 (1 of 1956) having its Registered office at Prakashgad, Bandra (East),
Mumbai – 400 051, (hereinafter referred to individually, as “MSEDCL” or "Power Procurer",
which expression shall, unless repugnant to the context or meaning thereof, include its
successors and assignees) as party of the second part.

MAHARASHTRA ELCTRICITY DISTRIBUTION COMPANY LIMITED incorporated
under The Companies Act 1956 (1 of 1956) having its Registered office at **Prakashgad, Plot
G 9, Prof. Anant Kanekar Marg, Bandra (East), Mumbai 400 051**, (hereinafter referred to
individually, as “MSEDCL” or "Power Procurer", which expression shall, unless repugnant to
the context or meaning thereof, include its successors and assignees) as party of the
second part.

WHEREAS MSEDCL vide RfS No. _____ floated tender for
procurement of MW (AC) SOLAR POWER FROM PROJECTS TO BE DEVELOPED in
.....MAHARASHTRA of MSEDCL THROUGH COMPETITIVE BIDDING
PROCESS and the Solar Power Producer has been declared Successful Bidder pursuant to
Letter of Award (LoA) dated for development of Solar Power Project of
.....MW capacity located at----- and sale of entire of electrical energy, so produced, for
commercial purposes from such Power Plant to MSEDCL.

AND, WHEREAS the Solar Power Producer has furnished Performance Bank
Guarantee no..... dated amounting to
Rs. (calculated at Rs. 5 Lakh / MW) as per the RfS No.
.....

AND, WHEREAS the Solar Power Producer desires to set-up/has set up Solar Energy based Power Plant of MW capacity at Village Taluka District

AND, WHEREAS the Solar Power Producer has taken responsibility to set up requisite power injection system into MSEDCL network.

AND, WHEREAS the Parties hereby agree to execute this Power Purchase Agreement setting out the terms and conditions for the sale of power by Solar Power Producer to MSEDCL.

NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, MSEDCL AND THE SOLAR POWER PRODUCER, EACH TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS, A PARTY AND COLLECTIVELY THE PARTIES, HEREBY AGREE AS FOLLOWS:

Article 1: DEFINITIONS

1. For all purposes of this Agreement, the following words and expressions shall have the respective meanings set forth below:

"**Agreement**" shall mean this Power Purchase Agreement executed hereof, including the schedules hereto, amendments, modifications and supplements made in writing by the Parties from time to time.

"**AMR**" shall mean Automated Meter Reading.

"**Approvals**" means the permits, clearances, licenses and consents as are listed in Schedule 3 hereto and any other statutory approvals.

"**Billing Period**" means (subject to Article 6.1 of the Agreement) the calendar month ending with the Metering Date. The first Billing Period shall commence from the Commercial Operation Date and end with the Metering Date corresponding to the month in which the Commercial Operation Date occurs.

"**Billing Date**" shall be the first Business Day after the Metering Date of each Billing Period.

"**Business Day**" shall mean a Day other than Sunday or a statutory holiday on which banks remain open for business in Mumbai.

"**Change in Law**" shall have the meaning ascribed thereto in Article 9 of this Agreement.

"**Commissioning**" with respect to the Project/ Unit as certified by SLDC/MSEDCL shall mean when all equipment's as per rated capacity has been installed and energy has flown into the grid.

"**Commercial Operation Date**" with respect to the Project / Unit shall mean the date on which the Project/ Unit is fully commissioned (certified by SLDC/MSEDCL) and available for commercial operation and such date as specified in a written notice given at least 30 days in advance by the Solar Power Producer to MSEDCL."

"**CERC**" means Central Electricity Regulatory Commission.

"**Contracted Capacity**" means the AC capacity of the project at the generating terminal(s)

and contracted with MSEDCL for supply from the Solar Power Project which shall be equal to.....(Insert MW).

"Contract Year" shall mean, with respect to the initial Contract Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on 31st March of that Fiscal Year i.e. a period of twelve months commencing on April 1 and ending on following March 31. Each successive Contract Year shall coincide with the succeeding Fiscal Year, except that the final Contract Year shall end on the date of expiry of the Term or on Termination of this Agreement whichever is earlier.

CTU" means Central Transmission Utility.

"Capacity Utilisation Factor (CUF)" shall have the same meaning as provided in CERC (Terms & 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 Contracted Capacity; In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$;

"Delivery Point"; shall mean the point(s) of connection(s) at which energy is delivered into the Grid System i.e. the Interconnection Point.

"Delivered Energy" means the kilowatt hours of Electricity actually fed and measured by the energy meters at the Delivery Point and as certified by SLDC/MSEDCL authorities.

"Due Date of Payment" in respect of a Tariff Invoice means the date, which is 30 (thirty) days from the date of receipt of such invoices by the designated official of the MSEDCL.

"Effective Date" shall mean the date of issuance of LoA (Letter of Award);

"Electricity Laws" shall mean the Electricity Act, 2003 and the relevant Rules, Notifications, and amendments issued there under and all other Laws in effect from time to time and applicable to the development, financing, construction, ownership, operation or maintenance or regulation of electric generating companies and Utilities in India, the rules, regulations and amendments issued by the MERC / CERC from time to time.

"Emergency" means a condition or situation of physical damage to CTU/STU electrical system including the Grid System, which threatens the safe and reliable operation of such system or which is likely to result in disruption of safe, adequate and continuous electric supply by CTU/STU or MSEDCL Grid System or could endanger life or property.

“**Expiry Date**” shall mean the date occurring after twenty five (25) years from the Commercial Operation Date of proposed / new solar power projects.

"**Financing Documents**" mean the agreements and documents (including asset leasing arrangements) entered/to be entered into between the Solar Power Producer and the Financing Parties relating to the financing of the Project.

"**Financial Closure**" or "**Project Financing Arrangements**" shall mean arrangement of necessary funds by the successful Bidder / Solar Power Producer 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 a legally binding agreement/sanction letter for commitment of such finances, including the requirements under Clause 3.13 of the RfS document.

“**Financing Parties**” shall mean the parties financing the Project, pursuant to the Financing Documents.

"**Force Majeure Event**" shall have the meaning set forth in Article 8.

“**MERC**” means the Maharashtra Electricity Regulatory Commission.

"**GoI**" shall mean the Government of the Republic of India and any agency, legislative body, department, political subdivision, authority or instrumentality thereof.

"**GoM**" shall mean the Government of the State of Maharashtra and any agency, legislative body, department, political subdivision, authority or instrumentality thereof.

"**Government Instrumentality**" shall mean the GoI, the GoM and their ministries, inspectorate, departments, agencies, bodies, authorities, legislative bodies.

“**Grid System**” shall mean STU / MSEDCL power transmission system / distribution system through which Delivered Energy is evacuated and distributed.

“**Interconnection Facilities**” in respect of the Solar Power Producer shall mean all the facilities installed by the Solar Power Producer to enable MSEDCL to receive the Delivered Energy from the Project at the Delivery Point, including transformers, and associated equipment, relay and switching equipment, protective devices and safety equipment and transmission lines from the project to nearest sub-station.

“Interconnection Point”; shall mean the point(s) of connection(s) at which the project is connected to the grid i.e. it shall be at 11 / 22 kV bus bar level of substation of MSEDCL .

“kV” shall mean kiloVolts.

“kWh” shall mean kiloWatt-hour.

"Law" shall mean any valid legislation, statute, rule, regulation, notification, directive or order, issued or promulgated by any Governmental Instrumentality.

“Letter of Award (LoA)” shall mean the letter dated issued by MSEDCL to the Successful bidder for award of the Contract.

"Metering Date" for a Billing Period, means the midnight of the last Day of the calendar month.

“Metering Point”; Metering shall be at 11 / 22 kV level of MSEDCL substation.

“Monthly Energy Charge” shall have the meaning set forth in Article 5.

“MRI” shall mean Meter Reading Instrument.

“MW” means Mega Watts.

“O & M Default” shall mean any default on the part of the Solar Power Producer for a continuous period of ninety (90) days to (i) operate and/or (ii) maintain (in accordance with Prudent Utility Practices), the Project at all times.

“Performance Bank Guarantee” shall mean the irrevocable unconditional bank guarantee submitted by the Solar Power Producer as per the RFS No.

“Project” shall mean a Solar Photovoltaic Grid Interactive Power Station to be established by the Solar Power Producer at -----, Taluka: -----, Dist: ----- in Maharashtra comprising of ----- number of units at single/multiple locations, aggregating to capacity of ----- MW and shall include land, buildings, plant, machinery, ancillary equipment, material, switch- gear, transformers, protection equipment and the like necessary to deliver the Electricity generated to MSEDCL at the Delivery Point.

"Project Site" means any and all parcels of real property, rights-of-way, easements and access roads located at Village- , Taluka- , District- , Maharashtra, upon which the Project and its related infrastructure will be located .

“Project Developer” or “Power Producer” or “Developer” or “Solar Power Developer (SPD)” or Solar Power Generator (SPG) or “Bidder” shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a project capacity by MSEDCL (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of project and signing of PPA with MSEDCL;

"Prudent Utility Practices" shall mean those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines.

“SBI 1 Year MCLR Rate” means 1 year Marginal Cost of Funds Based Lending Rate (MCLR) fixed by State Bank of India (SBI) / any replacement thereof by SBI for the time being in effect applicable for 1 year period, as on 1st April of the respective financial year in accordance with regulations and guidelines of Reserve Bank of India. In absence of such rate, any other arrangement that substitutes such rate as mutually agreed to by the Parties.

“Scheduled COD” or “Scheduled Commercial Operation Date” means {insert date} (not exceeding 12 (Twelve) months from the date of issuance of LoA.

“SEA” means the State Energy Account issued by State Load Despatch Centre.

“SLDC” means the State load despatch center as notified by the State Government.

“SNA” means State Nodal Agency i.e. Maharashtra Energy Development Agency (MEDA).

“STU or State Transmission Utility” shall mean the State Transmission Utility notified by respective State Government under Sub-section (1) of Section 39 of the Act.

“Tariff” shall have the meaning set forth in Article 5.

“Tariff Invoices” shall have the meaning set forth in Article 6.

“Technical Limits” means the limits and constraints described in Schedule 2, relating to the operations, maintenance and despatch of the Project.

“Term” means the term of the Agreement as defined in Article 10.

“Unit” means one set of Solar Photovoltaic Grid Interactive power plant and auxiliary equipment and facilities forming part of the Project.

“Voltage of Delivery” means the voltage at which the Electricity generated by the Project is required to be delivered and shall be 11 / 22 kV.

2. Interpretation:

- a) Unless otherwise stated, all references made in this Agreement to "Articles" and "Schedules" shall refer, respectively, to Articles of, and Schedules to, this Agreement. The Schedules to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.

- b) In this Agreement, unless the context otherwise requires (i) the singular shall include plural and vice versa; (ii) words denoting persons shall include partnerships, firms, companies and MSEDCL (iii) the words "include" and "including" are to be construed without limitation and (iv) a reference to any Party includes that Party's successors and permitted assigns.

Article 2: LICENCES, PERMITS

The Solar Power Producer, at its sole cost and expense, shall acquire and maintain in effect all clearances, consents, permits, licenses and approvals required from time to time by all regulatory / statutory competent authority (ies) in order to enable it to perform its obligations under the Agreement.

Article 3: OBLIGATIONS

3.1. Obligations of the Solar Power Producer:

- i) The Solar Power Producer shall obtain all statutory approvals, clearances and permits necessary for the Project at his cost in addition to those Approvals as listed in Schedule 3.
- ii) The Solar Power Producer shall obtain financial closure within Six (6) months from date of issuance of LoA.
- iii) The Solar Power Producer shall construct, operate and maintain the Project during the term of PPA at his cost and risk including the required Interconnection Facilities and in close co-ordination with STU/MSEDCL's feasibility.
- iv) The Solar Power Producer shall sell all available capacity from identified Solar Photovoltaic Grid-Interactive Power Plants to the extent of contracted capacity on first priority basis to MSEDCL and not to sell to any third party.
- v) The Solar Power Producer shall seek approval of MSEDCL in respect of interconnection Facilities.
- vi) The Solar Power Producer shall undertake at its own cost construction/ up gradation of (a) the Interconnection Facilities, (b) the Transmission Lines and as per the specifications and requirements of MSEDCL, as notified to the Solar Power Producer at schedule 4.
- vii) The Solar Power Producer shall undertake at its own cost maintenance of the Interconnection Facilities, excluding the transmission line beyond the Sending Station as per the specifications and requirements of STU / MSEDCL, as notified to the Solar Power Producer, in accordance with Prudent Utility Practices.
- viii) The Solar Power Producer shall operate and maintain the Project in accordance with Prudent Utility Practices.
- ix) The Solar Power Producer shall be responsible for all payments on account of any taxes, cesses, duties or levies imposed by the GoI/State Government or its competent statutory authority on the land, equipment, material or works of the Project or on the Electricity generated or consumed by the Project or by itself or on the income or assets owned by it.
- x) For evacuation facility and maintenance of the transmission, the Solar Power Producer shall enter into separate agreement with STU/MSEDCL, if applicable.
- xi) To apply for start up power required for the plant from MSEDCL.
- xii) Fulfilling all other obligations undertaken by him under this Agreement.
- xiii) The Solar Power Producer cannot inject power three months earlier to Scheduled Commercial Operation Date from Project / Unit without MSEDCL's consent.

3.2. Obligations of MSEDCL

- 3.2.1. MSEDCL shall off-take and purchase the electricity generated by Solar Power Producer as per the terms and conditions of this Agreement.
- 3.2.2. MSEDCL to open the Letter of Credit as per terms and conditions of this agreement.

3.3. Liquidated damages for delay in Commissioning the Project/Solar Photovoltaic Grid Interactive Power Plant beyond Scheduled Commercial Operation Date:

- 3.3.1. The Projects shall be commissioned within a period of 12 (Twelve) months from the date of issuance of LoA.
- 3.3.2. The Solar Power Producer shall have to submit Commissioning Certificate as verified, inspected and certified by SLDC/MSEDCL. In case of failure to achieve this milestone, MSEDCL shall forfeit the Performance Bank Guarantee (PBG) in the following manner:
- a) **Delay upto Two (2) months from SCOD** – MSEDCL will forfeit Performance Bank Guarantee on per day basis and proportionate to the balance capacity not commissioned.
 - b) In case the commissioning of the project is delayed beyond **Two (2) months from SCOD**, MSEDCL will forfeit total PBG and the PPA capacity shall stand reduced / amended to the Project Capacity Commissioned at the end of 14th month from the date of issuance of Letter of Award.

In case of delays of plant commissioning due to reasons beyond the control of the Solar Power Producer, MSEDCL after having been satisfied with documentary evidences produced by the Solar Power Producer for the purpose, can extend the time for commissioning date without any financial implications to the Solar Power Producer.

Article 4: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

4.1. Synchronization, Commissioning and Commercial Operation:

- 4.1.1** The Solar Power Producer shall give at least Thirty (30) days written notice to the SLDC/MSEDCL, of the date on which it intends to synchronize the Power Project to the Grid System.
- 4.1.2** Subject to Article 4.1.1, the Power Project may be synchronized by the Solar Power Producer to the Grid System when it meets all the connection conditions prescribed in the Grid Code and otherwise meets all other Indian legal requirements for synchronization to the Grid System.
- 4.1.3** The synchronization equipment and all necessary arrangements/ equipment including Remote Terminal Unit (RTU) for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the Solar Power Producer at its generation facility of the Power Project at its own cost. The Solar Power Producer shall synchronize its system with the Grid System only after the approval of SLDC or MSEDCL.
- 4.1.4** The Solar Power Producer shall immediately after each synchronization / tripping of Solar Power Producer, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with applicable Grid Code.
- 4.1.5** The Projects shall be commissioned within a period of 12 (Twelve) months from the date of issuance of LoA.
- 4.1.6** The part commissioning of the project may be accepted by MSEDCL subject to the condition that minimum capacity for acceptance of first part commissioning shall be 2 MW.
- 4.1.7** The early commissioning of solar power project is permitted for full commissioning as well as part commissioning before SCOD. In case of early full commissioning, MSEDCL will purchase the generation till SCOD at PPA tariff. In case of early part commissioning till SCOD as described in Section 4.1.6 above, MSEDCL will purchase the generation till SCOD at 75% of PPA tariff. In case of commissioning of project delayed beyond SCOD, MSEDCL will purchase the generation for the period from Scheduled COD to Commercial Operation Date at 75% of PPA tariff. If the project is not fully commissioned within the maximum time period allowed for commissioning of the full Project Capacity, then the last date of such maximum time period shall be considered as COD.
- 4.1.8** The power producer shall possess the 100% (hundred percent) of the required land in the name of power producer for a period not less than the complete term of

PPA on or before the SCOD. Whenever leasing of private land is involved the lease should allow transfer of land lease rights to the lenders or procurer in case of default of the Solar Power Producer.

4.1.9 In case power producer selects land from the MSEDCL land bank portal then power producer shall execute the bipartite rent agreement with the land owner as per the RfS clause No. 3.3.3 and this executed bipartite rent agreement shall be submitted at the time of financial closure and shall be the part of this PPA.

4.1.10 Being the implementing agency, MSEDCL is only a medium through which this rent payment will be made to the owner of the land after commissioning of the project. Bidder authorizes MSEDCL to make Rent payment to farmers. MSEDCL will Act as a 'Pure Agent' as per provision of GST Act.

4.2. Performance Bank Guarantee:

4.2.1 The Performance Bank Guarantee furnished by Solar Power Producer to MSEDCL as prescribed in the RfS shall be for guaranteeing the commissioning / commercial operation of the project / unit up to the Contracted Capacity within SCOD.

4.2.2 If the Power Producer fails to commission the project / Unit on or before Scheduled Commercial Operation Date, MSEDCL shall have the right to forfeit the Performance Bank Guarantee without prejudice to the other rights of the Solar Power Producer under this Agreement as per Article 3.3.

4.2.3 MSEDCL shall release the Performance Bank Guarantee upon successful commissioning of full contracted capacity after adjusting Liquidated Damages (if any) as per Article 3.3.

4.3. Despatch and Scheduling:

4.3.1 The Solar Power Producer shall be required to Schedule its power as per the applicable regulations / requirements / guidelines of MERC and maintain compliance to the Grid Code requirements and directions, as specified by SLDC from time to time. Any deviation from the Schedule will attract the provisions of applicable regulation / guidelines / directions and any financial implication on account of this shall be to the account of the Solar Power Producer.

4.3.2 Solar Power Producer shall be responsible for deviations made by it from the despatch schedule and for any resultant liabilities on account of charges for deviation as per applicable regulations.

Article 5: RATES AND CHARGES

- 5.1. Monthly Energy Charges:** The MSEDCL shall pay for the Delivered Energy as certified by SLDC/ MSEDCL / Appropriate authority through SEA/Joint Meter Reading (AMR/MRI), for the Term of this Agreement from the Commercial Operation Date, to the Solar Power Producer every month. The Tariff payable by MSEDCL for energy purchased shall be as per Article below.
- 5.2.** MSEDCL shall pay a **fixed rate of INR (in words Rupees ----) per kWh** as discovered under the Competitive Bidding and as agreed by the Parties upon commissioning of a Unit / Project (as certified by SLDC/MSEDCL) for delivered energy during the period of PPA.
- 5.3.** In case the commissioning of the project (Full/part) is delayed beyond SCOD, MSEDCL shall pay at 75% of the tariff discovered under the Competitive Bidding (followed by reverse auction) till achievement of COD.
- 5.4. Start-up power/Auxiliary consumption:**
MSEDCL shall supply electricity to the Power Producer at the MSEDCL's prevailing HT Industrial Tariff rate in force from time to time and Solar Power Producer shall pay for this electricity at applicable tariff.
- 5.5. Capacity Utilisation Factor (CUF):**

5.5.1 Criteria for generation:

The Solar Power Producer has declared the CUF of their project as _____% and It will be allowed to revise the same once within first year of COD. The declared CUF shall in no case be less than 19% over a year. Solar Power Producer shall maintain generation so as to achieve CUF in the range of ± 10 % of their declared value during the entire PPA duration of 25 years from the Commercial Operation Date of proposed / new solar power projects. The lower limit will, however, be relaxed by MSEDCL to the extent of grid non-availability for evacuation which is beyond the control of the Solar Power Producer.

5.5.2 Shortfall in minimum generation:

During the PPA term, if for any contract year, it is found that the producer has not been able to generate minimum energy corresponding to the lower limit of CUF declared by the producer, such shortfall in performance shall make Producer liable to pay the compensation at 25% (twenty-five per cent) of the cost of this shortfall in energy terms,

calculated at PPA tariff payable to MSEDCL. This compensation shall be applied to the amount of shortfall in generation during the year. This will, however be relaxable by MSEDCL to the extent of grid non-availability for evacuation, which is beyond the control of the producer. Further, this compensation shall not be applicable in events of Force Majeure identified under PPA affecting supply of solar power by Solar Power Producer /power producer.

5.5.3 Excess generation:

In case the availability is more than the maximum CUF i.e over and above 10% of declared CUF by Solar Power Producer, the Solar Power Producer will be free to sell it to any other entity, however first right of refusal will vest with the Procurer. In case the Procurer purchases the excess generation, excess generation over and above 10% of declared annual CUF, the same may be done at 75% of the PPA tariff. MSEDCL shall inform the Solar Power Producer for procurement of excess power within 15 days of receiving a written intimation from the Solar power Producer for such excess generation. If in case MSEDCL fails to reply to the Solar Power Producer within the above stipulated time period then the Producer shall be free to sell it to any other entity.

5.5.4 Repowering:

The Solar Power Producer shall be allowed a maximum cumulative period of six (6) months for repowering during the entire PPA term of 25 years. The Producer shall not be in default for non-supply of power during this period of repowering. However, the Procurer will be obliged to buy power only within the range of CUF, specified in the PPA. Any excess generation will be dealt as specified in Article 5.5.3 of this PPA.

5.6. DC Oversizing:

The DC oversizing shall be commercial decision of bidder to optimize his solar project. However for the purpose of compensation towards change in law, if any, the DC installed capacity shall be considered as the formula as follows or actual installed DC capacity whichever is lower.

DC Capacity for Change in Law = AC Contracted Capacity x (Declared CUF / Minimum CUF stipulated in RFS)

5.7. Generation Compensation in offtake constraint due to transmission/Distribution network:

In any given year during the contract, if the availability of the distribution line/transmission line after inter-connection point for evacuation of power (during 8 am to 6 pm) falls below 98% i.e. the line unavailability is more than 2% i.e. 175.20 hours (2% x 365 days x 24 hours), and the power is not evacuated, for reasons not attributable to the Solar Power Producer, then the generation loss shall be compensated by MSEDCL at the 75% PPA tariff so as to offset this loss as given below

PPA/MSKVY/ MW/Name of SPD to be inserted

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Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted):	<p>Generation Loss = [(Average Generation per hour during the contract year) × (number of hours of grid unavailability beyond 175.20 hours i.e. 2% during the contract year)]</p> <p>Where, Average Generation per hour during the contract year (kWh) = Total generation in the contract year (kWh) ÷ Total hours of generation in the contract year Producer</p>

5.8. Generation compensation due to Backed Down:

The solar power producer shall follow the forecasting and scheduling process as per applicable CERC/MERC regulations as amended from time to time.

The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of “must-run” to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a MSEDCL/SLDC. In case such eventuality of Backdown arises, except for the cases where the back down is on account of events like consideration of grid security/ an emergency in STU’s / MSEDCL’s evacuation system for safe operation of its Grid or safety of any personnel or the other such condition, the Solar Power Producer shall suitably back down their generation.

In case of backing down situation, the Solar Power Producer will be eligible for Minimum Generation Compensation from Procurer/MSEDCL after receipt of State Energy Account or any other relevant documents certified by MSEDCL/SLDC as under:

Duration of Back down	Minimum Generation Compensation
Hours of backdown during monthly billing cycle	<p>Minimum Generation Compensation =100% of (Average Generation per hour during the month) x (number of backdown hours during the month) x PPA tariff.</p> <p>Where, Average Generation per hour during the month(kWh) = Total generation in the month(kwh)/Total hours of generation in the month</p>

The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of State Energy Accounts (SEA) or any other relevant documents certified by MSEDCL/SLDC.

It is clarified that Article 5.7 shall not be applicable, if in future, Merit Order Despatch is made applicable to generation from renewable sources; from Solar power project in this case.

Article 6: BILLING AND PAYMENT

6.1. Billing Provision:

The Billing shall be on monthly basis. MSEDCL will be billed by the Solar Power Producer based on Meter reading (MRI /AMR) //SEA as certified by Maharashtra SLDC or MSEDCL authority as may be applicable following the end of each month for the energy supplied and payment shall be due on the thirtieth day following the delivery of the billing invoice.

The Solar Power Producer would raise bills (online) for the power supplied during the month by the 10th day of the following month.

The Solar Power Producer shall open a bank account ("Solar Power Producer's Designated Account"), and shall notify MSEDCL as per the format enclosed with this PPA as Schedule 5, for all Tariff Payments be made by the Procurer to the Solar Power Producer, and notify the Procurer of the details of such account at least thirty (30) Days before the despatch of the first Monthly Bill. The Procurer shall also designate a bank account (the "Procurer's Designated Account") for payments to be made by the Solar Power Producer to the Procurer, if any, and notify the Solar Power Producer of the details of such account thirty (30) days before the despatch of the first Monthly Bill. The Solar Power Producer and the Procurer shall instruct their respective bankers to make all payments under this Agreement to the Procurer's Designated Account or the Solar Power Producer's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

In case power producer selects land from the MSEDCL land bank portal then MSEDCL will make monthly proportionate payment of lease rent (yearly rent Rs. 30,000 per acre with 3 % annual increment) directly in the bank account of land owner, by deducting it from the monthly generation payment due to the solar power producer. All the tax liability and any other statutory liability with respect to land lease will be borne by the successful bidder.

MSEDCL shall make rent payment to land owners within thirty (30) days from the date of receipt of the Tariff Invoice raised by the generator. MSEDCL shall make the rent payment to land owner only after the commissioning of solar project and the solar generation invoice should be equal to or more than rent amount. Except these conditions, Solar Power Producer shall be liable to make rent payment to land owners as per the lease agreement.

The ultimate liability to pay the rent related to the land is with the developer/bidder who will claim this as expenditure allowable u/s. 37(1) of the Income-tax Act, 1961. As the farmer is raising the Tax Invoice to the developer, developer is liable to compliance the applicable provisions of the GST Act.

MSEDCL shall deduct TDS at specified rate under specified section of Income Tax Act on behalf of developer on rent paid to the farmer. MSEDCL shall deposit TDS amount deducted on the TAN number of developer. Developer have to provide details of bank account of land owner to MSEDCL for transfer of lease rent.

6.2. Payment:

MSEDCL shall make payment of the amounts due in Indian Rupees within thirty (30) days from the date of receipt of the Tariff Invoice by the designated office of the MSEDCL.

6.3. Late Payment:

In regards to the payments against the Monthly bill, if paid beyond the 30 (Thirty) days of its due date, a late Payment charge shall be payable by MSEDCL to the Solar Power Producer at the rate of 1.25% (percent) in excess of the SBI, 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI.

Provided that in case of unavailability of the above mentioned MCLR rates or the replacement thereof, the rates for calculations of Late payment charges shall be decided by mutual agreement of MSEDCL and the Solar Power Producer.

6.4. Rebate:

For payment of any Bill on or before Due Date, the following Rebate shall be paid by the solar power Producer to MSEDCL in the following manner.

(a) A rebate of 1% shall be payable to MSEDCL for the payments made within a period of 15 days of the presentation of Tariff Invoice by modes as mentioned in Article 6.1 along with required supporting documents at MSEDCL office. No rebate shall be applicable for payment beyond 15 days of the presentation of Tariff Invoice.

(b) For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of the Tariff Invoice at MSEDCL.

(c) No rebate shall be payable on the Bills raised on account of taxes, duties, cess etc.

6.5. Payment Security:**6.5.1. Letter of Credit:**

- a) MSEDCL shall establish and maintain irrevocable and unconditional revolving Letter of Credit in favour of, and for the sole benefit of, the Solar Power Producer for the contacted capacity. All the cost incurred for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by the MSEDCL.
- b) The Letter of Credit shall be established in favour of, and issued to, the Solar Power Producer on the date hereof and made operational thirty (30) days prior to due date of first invoice and shall be maintained consistent herewith by MSEDCL and all times during the Term of the Agreement.
- c) Such Letter of Credit shall be in form and substance acceptable to both the Parties and shall be issued by any Nationalized or Scheduled Bank and be provided on the basis that:
 - i. In the event a Tariff Invoice or any other amount due and undisputed amount payable by MSEDCL pursuant to the terms of this Agreement is not paid in full by MSEDCL as and when due, the Letter of Credit may be called by the Solar Power Producer for payment of undisputed amount.
 - ii. The amount of the Letter of Credit shall be equal to one month's projected payments during first contract year and thereafter during each contract year, the amount of Letter of Credit shall be equal to one month's average billing of previous contract year.
 - iii. The MSEDCL shall replenish the Letter of Credit to bring it to the original amount within 30 days in case of any valid drawdown.
- d) The Letter of Credit shall be renewed and/or replaced by the MSEDCL not less than 30 days prior to its expiration.
- e) Payment under the Letter of Credit: The drawl under the Letter of Credit in respect of a Tariff Invoice (excluding supplementary bills) shall require:
 - i. a copy of the metering statement jointly signed by the official representatives of both the Parties, supporting the payments attributable to the Delivered Energy in respect of such Tariff Invoice.
 - ii. a certificate from the Solar Power Producer stating that the amount payable by MSEDCL in respect of such Tariff Invoice has not been paid and disputed by MSEDCL till the Due Date of Payment of the Tariff Invoice.

Payment Security Fund –The Payment Security Fund shall be suitable to

support payment for at least 3 (three) months' billing of all the Projects tied up with such fund.

6.6. Disputes:

In the event of a dispute as to the amount of any Tariff Invoice, resolution process as described in Article 11 shall be followed.

Article 7: METERING AND COMMUNICATION

7.1. Reading and Correction of Meters

- 7.1.1.** The metering point shall be at 11 / 22 kV level substation of MSEDCL.
- 7.1.2.** For the purpose of energy accounting, the ABT compliant meter with Automated Meter Reading (AMR) feature shall be installed by Solar Power Producer at the metering point. Further, Solar Power Producer shall have to provide ABT Compliant Meters.
- 7.1.3.** Interface metering shall conform to the Central Electricity Authority (Installation and Operation of Meters) Regulations 2014 and amendment thereto. STU/MSEDCL shall stipulate specifications in this regard.
- 7.1.4.** The Solar Power Producer shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at Delivery Point.
- 7.1.5.** The ABT metering equipment consisting of Main and Check Meters with separate CT and PT shall be identical in make, technical standards and of 0.2s accuracy class and calibration and comply with the requirements of Electricity Rules.
- 7.1.6.** The meters installed at the Metering Point shall have four quadrant, three phase, four wires and provision for on line/automatic reading and time slots as required by purchaser and SLDC.
- 7.1.7.** The Solar Power Producer shall also establish backup metering system/check meter.
- 7.1.8.** In the event that the Main Metering System is not in service as a result of maintenance, repairs or testing, then the Backup Metering System/Check Meter shall be used during the period the Main Metering System is not in service and the provisions above shall apply to the reading of the Backup Metering System.

7.2. Testing of the metering equipment (wherever applicable):

- 7.2.1.** The Main and Check Meters shall be tested for accuracy, with a portable standard meter, by the National accredited Labs and sealed by MSEDCL at its own cost. MSEDCL shall carry out the calibration, periodical testing, sealing and maintenance of meters in the presence of the authorized representative(s) of the Solar Power Producer and the representative of the Solar Power Producer shall sign on the results thereof.
- 7.2.2.** The frequency of meter testing shall be annual. All the meters will be tested only at the Metering Point. Purchaser will provide a copy of the test reports to Solar Power Producer .
- 7.2.3.** If during testing, both the Main and Check Meter are found within the permissible limit of error i.e. 0.2%, the energy computation will be as per the Main Meter. If

during test, any of the Main Meters is found to be within the permissible limits of error but the corresponding Check Meter is beyond the permissible limit; the energy computation will be as per the Main Meter. The Check Meter shall be calibrated immediately.

7.2.4. If during the tests, any of the Main Meters is found to be beyond permissible limits of error, but the corresponding Check Meters is found to be within the permissible limits of error, then the energy computation for the month upto date and time of such test check shall be in accordance with Check Meter. The Main Meter shall be calibrated immediately and the energy for the period thereafter shall be as per the calibrated Main Meter.

7.2.5. If during any of the monthly meter readings, the variation between the Main meter and the Check meter is more than 0.5%, all the meters shall be re-tested and calibrated at the Solar Power Producer's cost immediately by Purchaser. During this period energy recorded with SCADA shall be used for billing & payment purposes.

7.2.6. For all times the reading of the Main meter only will be considered except in rarest conditions such as maintenance, repairs, testing or discrepancy in meter reading with compare to check meters then the Check meter reading may be considered.

7.3. Sealing and Maintenance of Meters.

- i. The Main Metering System and the Backup Metering System shall be sealed in the presence of representatives of Solar Power Producer and MSEDCL.
- ii. When the Main Metering System and / or Backup Metering System/Check Metering System and / or any component thereof is found to be outside the acceptable limits of accuracy or otherwise not functioning properly, it shall be repaired, re-calibrated or replaced by the Solar Power Producer or MSEDCL at Solar Power Producer's cost, as soon as possible.
- iii. Any meter seal(s) shall be broken only by MSEDCL's representative in the presence of Solar Power Producer's representative whenever the Main Metering System or the Backup Metering System is to be inspected, tested, adjusted, repaired or replaced.
- iv. All the Main and Check Meters shall be calibrated at least once in a period of one year.
- v. In case, both the Main Meter and Check Meter are found to be beyond permissible limit of error, both the meters shall be calibrated immediately and the correction applicable to main meter shall be applied to the energy registered by the Main Meter at the correct energy for the purpose of energy accounting / billing for the actual period during which inaccurate measurements were made, if such period can be determined or, if not readily determinable, shall be the shorter of:

- a) the period since immediately preceding test of the relevant Main meter, or
- b) one hundred and eighty (180) days immediately preceding the test at which the relevant Main Meter was determined to be defective or inaccurate.

7.4. Records

Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this Agreement and the operation of the Power Plant. Among such other records and data, the Solar Power Producer shall maintain an accurate and up-to-date operating log at the Power Plant with records of:-

- a) Fifteen (15) minutes logs of real and reactive power generation, frequency, transformer tap position, bus voltage(s), Main Meter and Back up Meter Readings and any other data mutually agreed;
- b) any unusual conditions found during operation / inspections;
- c) chart and printout of event loggers, if any, for system disturbances/ outages;
- d) All the records will be preserved for a period of 36 months.

Article 8: FORCE MAJEURE

8.1. Force Majeure Events:

- a) Neither Party shall be responsible or liable for or deemed to be in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of Force Majeure events under this Agreement) or failure to meet milestone dates due to any event or circumstance (a "Force Majeure Event") beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following:
- b) Definition of Force Majeure: A 'Force Majeure' (FM) would mean one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof, that wholly or partly prevents or unavoidably delays the performance by the Party of its obligations under the relevant Power Purchase Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices.

8.2. Categorisation of Force Majeure Events:

8.2.1 Natural Force Majeure Event

- a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if it is declared / notified by the competent state / central authority / agency (as applicable), or verified to the satisfaction of Procurer;
- b) radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party;
- c) the discovery of geological conditions, toxic contamination or archaeological remains on the Project land that could not reasonably have been expected to be discovered through an inspection of the Project land; or
- d) any event or circumstances of a nature analogous to any of the foregoing.

8.2.2 Non-Natural Force Majeure Event.

- a) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action;
- b) nation/state-wide strike, lockout, boycotts or other industrial disputes which are

not directly and solely attributable to the actions of the Affected Party, but does not include strike or labour unrest limited to the Affected Party or its contractors;

c) nationalisation or any compulsory acquisition by any Indian Governmental Instrumentality/ State Government in national interest or expropriation of any material Project assets or rights of the Solar Power Producer , as a result of which the Solar Power Producer or its shareholders are deprived (wholly or partly) of their rights or entitlements under the Power Purchase Agreement. Provided that such action does not constitute remedies or sanctions lawfully exercised by the Procurer or any other Government Authority as a result of any breach of any of the Applicable Laws or the Applicable Permits by the Solar Power Producer or the Solar Power Producer related parties;

d) action of a Government Authority having Material Adverse Effect including but not limited to change in law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 9 of this PPA; any unlawful or unauthorised or without jurisdiction revocation of, or delay in, or refusal, or failure to renew or grant without valid cause, any Permits of the Solar Power Producer or any of the clearance, licence, authorization to be obtained by the Contractors to perform their respective obligations under the relevant PPA and/or the Project Documents; provided that such delay, modification, denial, refusal or revocation did not result from the Solar Power Producer 's or any Contractors inability or failure to comply with any condition relating to grant, maintenance or renewal of such Permits or clearance, licence, authorization, as the case may be.

8.3. Force Majeure Exclusions:

8.3.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- a) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
- b) Delay in the performance of any contractor, sub-contractor or their agents;
- c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- d) Strikes at the facilities of the Affected Party;
- e) Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f) Non-performance caused by, or connected with, the Affected Party's:
 - i. Negligent or intentional acts, errors or omissions;

- ii. Failure to comply with an Indian Law; or
- iii. Breach of, or default under this Agreement

8.4. Notification of Force Majeure Event

- 8.4.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure.
- 8.4.2 If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.
- 8.4.3. Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under the PPA. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than weekly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.
- 8.4.3 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under the PPA, as soon as practicable after becoming aware of each of these cessations
- 8.4.4 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under the PPA, as soon as practicable after becoming aware of each of these cessations.

8.5. Performance Excused.

- 8.5.1 The Affected Party, to the extent rendered unable to perform its obligations or part of the obligation thereof under the PPA as a consequence of the Force Majeure Event, shall be excused from performance of the obligations, provided that the period shall not exceed 180 (one hundred and eighty) Days from the date of issuance of the FM Notice. The Parties may mutually agree to extend the period for which performance is excused due to a Force Majeure Event.
- 8.5.2 For the time period, as mutually agreed by the Parties, during which the performance shall be excused, the Solar Power Producer shall be entitled for a day to day extension of the period provided for Financial Closure or Scheduled Commissioning Period or the PPA period, as the case may be.

8.5.3 Provided always that a Party shall be excused from performance only to the extent reasonably warranted by the Force Majeure Event.

8.5.4 Provided further that, nothing shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

8.6. No Liability for Other Losses.

Save as otherwise provided in these Guidelines, no Party shall be liable in any manner, whatsoever, to the other Parties in respect of any Loss relating to or arising out of the occurrence or existence of any Force Majeure Event.

8.7. Resumption of Performance:

During the period that a Force Majeure Event is subsisting, the Affected Party shall, in consultation with the other Parties, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under the PPA. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall notify other Parties of the same in writing. The other Parties shall afford all reasonable assistance to the Affected Party in this regard.

8.8. Termination Due to Force Majeure Event

8.8.1 Termination due to Natural Force Majeure Event

a) If, prior to the completion of the 180 (one hundred and eighty) Day period (or any extended period) for a Natural Force Majeure Event commencing from the date of issuance of the Force Majeure Notice, the Parties are of the reasonable view that a Natural Force Majeure Event is likely to continue beyond such 180 (one hundred and eighty) Day period or any extended period agreed in pursuance of Article 8.5 (Performance Excused); or that it is uneconomic or impractical to restore the affected Unit, then the Parties may mutually decide to terminate the PPA, and the termination shall take effect from the date on which such decision is taken.

b) Without prejudice to the provisions of Article 8.8.1(a) above, the Affected Party shall, after the expiry of the period of 180 (one hundred and eighty) Days or any other mutually extended period, be entitled to forthwith terminate the PPA in its sole discretion by issuing a notice to that effect.

c) On termination of the PPA pursuant to Article 8.8.1(b):

(i) no Termination Compensation shall be payable to the Solar Power Producer .

(ii) the Solar Power Producer shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event.

8.8.2 Termination due to Non-Natural Force Majeure Event

a) Upon occurrence of a Non-Natural Force Majeure Event, the Solar Power Producer shall, at its discretion, have the right to terminate the PPA forthwith after the completion of the period of 180 (one hundred and eighty) Days from the date of the Force Majeure Notice.

b) Notwithstanding anything in Article 8.6, on termination of the PPA pursuant to Article 8.8.2(a):

(i) the Procurer shall pay to the Solar Power Producer, 'Force Majeure Termination Compensation' equivalent to the amount of the Debt Due and the 110% (one hundred and ten per cent) of the Adjusted Equity, as defined in the Article 10.3.4 of this PPA and takeover the Project assets.

(ii) the Solar Power Producer shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event.”

8.9. Available Relief for a Force Majeure Event:

8.9.1 No Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure event. However, adjustment in tariff shall not be allowed on account of Force Majeure event.

8.9.2 For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.

8.9.3 Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Events.

Article 9: CHANGE IN LAW

9.1 Definitions

In this Article 9, the following terms shall have the following meanings:

"Change in Law" shall refer to the occurrence of any of the following events after the last date of the bid submission, including:

- (i) the enactment of any new law; or
- (ii) an amendment, modification or repeal of an existing law; or
- (iii) the requirement to obtain a new consent, permit or license; or
- (iv) any modification to the prevailing conditions prescribed for obtaining an consent, permit or license, not owing to any default of the Solar Power Producer; or
- (v) any change in the rates of any Taxes, Duties and Cess which have a direct effect on the Project.

However, Change in Law shall not include any change in taxes on corporate income or any change in any withholding tax on income or dividends

. The imposition of Basic Custom Duty (BCD) shall not be considered as change-in-law, in any case.

9.2. Relief for Change in Law

9.2.1. In the event a Change in Law results in any adverse financial loss/ gain to the Solar Power Producer then, in order to ensure that the Solar Power Producer is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the Solar Power Producer/ Procurer shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the MERC.

9.2.2. If a Change in Law results in the Solar Power Producer's costs directly attributable to the Project being decreased or increased by one percent (1%), of the estimated revenue from the Electricity for the Contract Year for which such adjustment becomes applicable or more, during Operation Period, the Tariff Payment to the Solar Power Producer shall be appropriately increased or decreased with due approval of MERC.

9.2.3. In case of approval of Change in Law by MERC and the same results in any increase or decrease in the cost of generation, the said increase/decrease in cost shall be passed on in tariff in the following manner:

- 9.2.4. Formula to calculate adjustment in the monthly tariff due to the impact of Change in Law,

Allowable Change in Law Compensation (P) = Actual per MW variation in expenses on account of Change in Law event x Allowable DC capacity for Change in Law compensation;

Then, the modification in PPA tariff (M.T.) for compensating the financial impact is given by $M.T. = Y/X$

Where $X =$ estimated monthly electricity generation (in kWh) = $(1/12) X$ [contracted capacity of the RE power plant as per PPA (in MW) x Annual CUF declared in PPA (in %) x 8760 hour x 10];

and $Y = [(PxMr)\{(1+Mr)^n\}] \div [\{(1+Mr)^n\}-1]$

where,

$n =$ no. of months over which the financial impact has to be paid; and

$Mr =$ monthly rate of interest =; where $R =$ annual rate of interest equal to 125 basis points above the average State Bank of India Marginal Cost of Funds based leading rate (MCLR of one year tenor) prevalent during the last available six months for such period.

Further, the M.T. shall be tried up annually based on actual generation of the year so as to ensure that the payment to the Solar Power Producer is capped at the yearly Change in Law amount.

- 9.2.5. The Power Procurer / MSEDCL or the Solar Power Producer, as the case may be, shall provide the other Party with a certificate stating that the adjustment in the Tariff Payment is directly as a result of the Change in Law and shall provide supporting documents to substantiate the same and such certificate shall correctly reflect the increase or decrease in costs.
- 9.2.6. The revised tariff shall be effective from the date of such Change in Law as approved by MERC, the Parties hereto have caused this Agreement to be executed by their fully authorized officers, and copies delivered to each Party, as of the day and year first above stated.
- 9.2.7. For the excess amount to be recovered against the approved change in Law events, shall not attract any carrying costs or any other interest on such amount.

9.3. Notification of Change in Law

- 9.3.1. If the Solar Power Producer is affected by a Change in Law in accordance with Article 9.1 and wishes to claim change in Law under this Article, it shall give notice to MSEDCL of such Change in Law within 7 days after becoming aware of the

same or should reasonably have known of the Change in Law.

- 9.3.2. Notwithstanding Article 9.3.1, the Solar Power Producer shall be obliged to serve a notice to MSEDCL if it is beneficially affected by a Change in Law. Without prejudice to the factor of materiality or other provisions contained in this Agreement, the obligation to inform the Procurer contained herein shall be material. Provided that in case MSEDCL has not provided such notice, the Solar Power Producer shall have the right to issue such notice to MSEDCL.
- 9.3.3. Any notice served pursuant to this Article 9.3.2 shall provide, amongst other thing, precise details of:
- a) The Change in Law: and
 - b) The effect on MSEDCL of the matters referred to in Article 9.2

Article 10: TERM, TERMINATION AND DEFAULT

10.1. Term of the Agreement:

This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement, shall continue to be in force for such time until the completion of a period of 25 years from the Commercial Operation Date of proposed / new solar power projects. This Agreement may be extended for a further period on mutually agreed terms and conditions at least one hundred eighty (180) days prior to the Expiry Date.

10.2. Survival:

The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 8 (Force Majeure), Article 10 (Events of Default and Termination), Article 11 (Dispute Resolution), Article 12 (Indemnity), Article 13 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement

10.3. Events of Default and the consequences thereof:

10.3.1. Solar Power Producer's Default:

The occurrence of any of the following events at any time during the Term of this Agreement shall constitute an Event of Default by Solar Power Producer:

- a) Failure to commission the project by scheduled commercial operation date or fails to supply power in terms of the PPA, or assigns or novates any of its rights or obligations contrary to the terms of the PPA or repudiates the PPA, or effectuates a change in control or shareholding of its promoters in breach of the provisions of the PPA, or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the PPA, the Solar Power Producer shall be construed to be in default.
- b) O&M Default on part of Solar Power Producer.
- c) Failure or refusal by Solar Power Producer to perform any of its material

obligations under this Agreement including but not limited to financial closure.

- d) Solar Power Producer fails to make any payment required to be made to Power Procurer under this agreement within three (3) months after the due date of a valid invoice raised by MSEDCL on the Solar Power Producer.
- e) If the Solar Power Producer (i) assigns or purports to assign its assets or rights in violation of this agreement; or (ii) transfers or novates any of its rights and / or obligations under this agreement, in violation of this agreement.
- f) If the Power producer becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of the Solar Power Producer is for the purpose of a merger, consolidated or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and creditworthiness similar to the Solar Power Producer and expressly assumes all obligations under this agreement and is in a position to perform them; or
- g) Occurrence of any other event which is specified in this Agreement to be a material breach / default of the Power Producer.

10.3.2. Upon being in default, the Power Producer shall be liable to pay MSEDCL, damages, as detailed in the PPA in Clause No.3.3.2 for failure to commission within stipulated time and 5.5.2 for failure to supply power in terms of the PPA. For other cases, pay to the Procurer, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity. The Procurer shall have the right to recover the said damages by way of forfeiture of bank guarantee without prejudice to resorting to any other legal course or remedy.

10.3.3. In addition to the levy of damages as aforesaid, in the event of a default by the Power Producer, the lenders shall be entitled to exercise their rights of substitution and in concurrence with the Procurers. However, in the event the lenders are unable to substitute the defaulting Solar Power Producer within the stipulated period, the Procurer may terminate the PPA and acquire the Project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

10.3.4. MSEDCL's Default:

(a) If MSEDCL is in default on account of reasons including inter alia:

- (i) Default by MSEDCL in performing its obligation under this agreement,
- (ii) Failure to pay the monthly and / or supplementary bills beyond 90 days,

(iii) If MSEDCL becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of MSEDCL is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and creditworthiness similar to MSEDCL and expressly assumes all obligations under this agreement and is in a position to perform them.

The defaulting Procurer shall, subject to the prior consent of the Solar Power Producer, novate its part of the PPA to any third party, including its Affiliates within the stipulated period.

(b) In the event the aforesaid novation is not acceptable to the Solar Power Producer, or if no offer of novation is made by the defaulting Procurer within the stipulated period, then the Solar Power Producer may terminate the PPA and at its discretion require the defaulting Procurer to either:

- i) takeover the project assets by making a payment of the termination compensation equivalent to the amount of the debt due and the 150% (one hundred and fifty per cent) of the adjusted equity as detailed in the PPA or
- ii) pay to the Solar Power Producer, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the project assets being retained by the Solar Power Producer.

(c) In the event of termination of PPA, any damages or charges payable to the STU, for the connectivity of the plant, shall be borne by MSEDCL.

(d) Adjusted Equity means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date.

- i. On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date.
- ii. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity");

- iii. After COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.333% (zero point three three three percent) thereof at the commencement of each month following the COD [reduction of 1% (one percent) per quarter of an year] and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date;

For the avoidance of doubt, the Adjusted Equity shall, in the event of termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the PPA period is extended, but the revision on account of WPI shall continue to be made.

(e) Debt Due means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

- i. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the 'Principal') but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date;
- ii. All accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in sub-clause 10.3.4(e)(i) above until the Transfer Date but excluding: (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Utility Default, and (iv) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost.

Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken.

Provided further that the Debt Due, on or after COD, shall in no case exceed 80% (eighty percent) of the Total Project Cost."

10.4. Termination:

10.4.1 Termination for Solar Power Producer's Default:

Upon the occurrence of an event of default as set out in sub-clause 10.3.1 above,

MSEDCL may deliver a Default Notice to the Solar Power Producer in writing which shall specify in reasonable detail the Event of Default giving rise to the default notice, and calling upon the Solar Power Producer to remedy the same.

At the expiry of 30 (thirty) days from the delivery of this default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the default notice has been remedied, MSEDCL may deliver a Termination Notice to the Solar Power Producer. At the expiry of 30 (thirty) days from the delivery of this default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the default notice has been remedied, MSEDCL may deliver a Termination Notice to the Power Producer. MSEDCL may terminate this Agreement by delivering such a Termination Notice to the Power Producer and intimate the same to the MERC. Upon delivery of the Termination Notice this Agreement shall stand terminated and MSEDCL shall stand discharged of all its obligations. The Power Producer shall have liability to make payment within 30 days from the date of termination notice towards compensation to MSEDCL 6 (Six) months or balance PPA period whichever is less, of charges for its contracted capacity at declared Capacity Utilization factor(CUF).

Where a Default Notice has been issued with respect to an Event of Default, which requires the co-operation of both MSEDCL and the Solar Power Producer to remedy, MSEDCL shall render all reasonable co-operation to enable the Event of Default to be remedied without any legal obligations.

10.4.2 Termination for MSEDCL's Default:

- a) Upon the occurrence of an Event of Default as set out in sub-clause 10.3.4 above, the Solar Power Producer may deliver a Default Notice to MSEDCL in writing which shall specify in reasonable detail the Event of Default giving rise to the Default Notice, and calling upon MSEDCL to remedy the same.
- b) At the expiry of 30 (thirty) days from the delivery of the Default Notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the Default Notice has been remedied, the Solar Power Producer may serve a "Suspension Notice" to MSEDCL for a duration not exceeding one year ("Suspension Period").
- c) During the "Suspension Period" mentioned herein above, MSEDCL shall subject to prior consent of the Solar Power Producer navate its part of the PPA to any third party, including its affiliates or the Solar Power Producer shall be free to sell in the open market by finding the said consumers on its own. In case of wheeling of power to such third parties, the transmission charges, transmission losses, wheeling charges and losses SLDC charges and cross subsidy surcharge etc. shall be applicable as per MERC's regulation in force from time to time and paid directly to respective agencies by third party. No banking facility shall be allowed to Solar Power Producer and third parties.
- d) Till expiry of the Suspension Period, MSEDCL will be entitled to cure its default and buy power from the Power Producer. In the event novation is not acceptable to the Solar Power Producer, or if no offer of novation is made by the defaulting procurer within the stipulated period, then the Solar Power Producer may terminate the PPA and at its discretion require the defaulting procurer to either
 - 1) takeover the project assets by making a payment of the termination compensation equivalent to the amount of the debt due and the 150% (one hundred and fifty per cent) of the adjusted equity as detailed in the PPA or
 - 2) pay to the Solar Power Producer, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity with the project assets being retained by the Solar Power Producer.

In the event of termination of PPA, any damages or charges payable to the STU/CTU, for the connectivity of the plant, shall be borne by MSEDCL.

Article 11: DISPUTE RESOLUTION

- 11.1. All disputes or differences between the Parties arising out of or in connection with this Agreement shall be first tried to be settled through mutual negotiation.
- 11.2. The Parties hereto agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.
- 11.3. Each Party shall designate in writing and communicate to the other Party its own representative who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of the Parties hereto to make decisions by mutual agreement.
- 11.4. In the event that such differences or disputes between the Parties are not settled through mutual negotiations within sixty (60) days, after such dispute arises, then it shall be adjudicated by MERC in accordance with Law.
- 11.5. In the event of a dispute as to the amount of any Tariff Invoice, MSEDCL shall notify the Solar Power Producer of the amount in dispute and MSEDCL shall pay the Solar Power Producer 100% of the undisputed amount within the due date provided either party shall have the right to approach the MERC to effect a higher or lesser payment on the disputed amount.
- 11.6. MSEDCL / Solar Power Producer shall not have the right to challenge any Tariff Invoice, or to bring any court or administrative action of any kind questioning/modifying a Tariff Invoice after a period of three years from the date of the Tariff Invoice is due and payable.
- 11.7. The Parties hereto agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.
- 11.8. Each Party shall designate in writing and communicate to the other Party its own representative who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of the Parties hereto to make decisions by mutual agreement.
- 11.9. Where any dispute arises from a claim made by any change in or determination of Tariff or any matter related to Tariff or claims made by any party which partly or wholly relate to any change in the Tariff or determination of any matter agreed to be referred to the MERC, such dispute shall be submitted to adjudication by the MERC. Appeal against the decision of the MERC shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.
- 11.10. If the Disputes arises out of or in connection with any claims not covered in Article 11, such disputes shall be resolved by arbitration under Indian Arbitration and Conciliation Act, 1996 and any amendments thereto.

- (i) The arbitration tribunal shall consist of three arbitrators. Each party shall appoint an arbitrator and the arbitrators so appointed shall appoint the President Arbitrator.
- (ii) The place of the arbitration shall be Mumbai, India. The language of the arbitration shall be English.
- (iii) The arbitration tribunal's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration proceeding and the allocation thereof.
- (iv) Courts in Mumbai shall have exclusive jurisdiction to enforce any award under this agreement, subject to the applicable Laws
- (v) The provisions of this clause shall survive the termination of this PPA for any reason whatsoever.

11.11 The disputes beyond the jurisdiction of MERC shall be filed before the Bombay High Court, Mumbai

Article 12: INDEMNITY

12.1. Solar Power Producer's Indemnity: The Solar Power Producer agrees to defend, indemnify and hold harmless MSEDCL, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of the Solar Power Producer, or by an officer, director, sub-contractor, agent or employee of the Solar Power Producer except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, MSEDCL, or by an officer, director, sub-contractor, agent or employee of the MSEDCL.

12.2. MSEDCL's Indemnity: MSEDCL agrees to defend, indemnify and hold harmless the Solar Power Producer, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of MSEDCL, or by an officer, director, sub-contractor, agent or employee of MSEDCL except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, the Solar Power Producer, or by an officer, director, sub-contractor, agent or employee of the Solar Power Producer.

Article 13: MISCELLANEOUS PROVISIONS

- 13.1. Governing Law:** This Agreement shall be interpreted, construed and governed by the Laws of India.
- 13.2. Insurance:** The Solar Power Producer shall obtain and maintain necessary policies of insurance during the Term of this Agreement consistent with Prudent Utility Practice.
- 13.3. Books and Records:** The Solar Power Producer shall maintain books of account relating to the Project in accordance with generally accepted Indian accounting principles.
- 13.4. Waivers:** Any failure on the part of a Party to exercise, and any delay in exercising, exceeding three years, any right hereunder shall operate as a waiver thereof. No waiver by a Party of any right hereunder with respect to any matter or default arising in connection with this Agreement shall be considered a waiver with respect to any subsequent matter or default.
- 13.5. Limitation Remedies and Damages:** Neither Party shall be liable to the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this Agreement or any services performed or undertaken to be performed hereunder.
- 13.6. Notices:** Any notice, communication, demand, or request required or authorized by this Agreement shall be in writing and shall be deemed properly given upon date of receipt if delivered by hand or sent by courier, if mailed by registered or certified mail at the time of posting to :

In case of the Solar Power Producer:

Name:

Designation:

Address :

Ph. Nos.:

Email address:_____

In case of Maharashtra State Electricity

Distribution Company Limited:

Designation: Chief Engineer (RE)

Address: 5th Floor, Prakashgad, Bandra (East), Mumbai – 400 051.

Ph. Nos.: 022- 26474211

Email address:_____

13.7. Severability:

Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity, enforceability or legality of such provision in any other jurisdiction.

13.8. Amendments:

This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by an authorized representative of both Parties. However, MSEDCL may consider any amendment or change that the Lenders may require to be made to this Agreement.

13.9. Assignment:

Neither Party shall assign this Agreement or any portion hereof without the prior written consent of the other Party, provided further that any assignee shall expressly assume the assignor's obligations thereafter arising under this Agreement pursuant to documentation satisfactory to such other Party. However, such assignment shall be permissible only for entire contracted capacity.

Provided however, no approval is required from MSEDCL for the assignment by the Solar Power Producer of its rights herein to the Financing Parties and their successors and assigns in connection with any financing or refinancing related to the construction, operation and maintenance of the Project.

In furtherance of the foregoing, MSEDCL acknowledges that the Financing Documents may provide that upon an event of default by the Solar Power Producer under the Financing Documents, the Financing Parties may cause the Solar Power Producer to assign to a third party the interests, rights and obligations of the Solar Power Producer thereafter arising under this Agreement. MSEDCL further acknowledges that the Financing Parties, may, in addition to the exercise of their rights as set forth in this Section, cause the Solar Power Producer to sell or lease the Project and cause any new lessee or purchaser of the Project to assume all of the interests, rights and obligations of the Solar Power Producer thereafter arising under this Agreement.

13.10. Entire Agreement, Appendices:

This Agreement constitutes the entire agreement between MSEDCL and the Solar Power Producer, concerning the subject matter hereof. All previous documents, undertakings, and

agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. The appendices, attachments and exhibits are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.

In the event of any inconsistency between the text of the Articles of this Agreement and the appendices, attachments or exhibits hereto or in the event of any inconsistency between the provisions and particulars of one appendix, attachment or exhibit and those of any other appendix, attachment or exhibit MSEDCL and the Solar Power Producer shall consult to resolve the inconsistency.

13.11. Further Acts and Assurances:

Each of the Parties after convincing itself agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their fully authorized officers, and copies delivered to each Party, as of the day and year first above stated.

<p>FOR AND ON BEHALF OF SOLAR POWER PRODUCER M/S.</p> <p>Authorised Signatory</p> <p>WITNESSES</p> <p>1. ()</p> <p>2. ()</p>	<p>FOR AND ON BEHALF OF MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED</p> <p>MSEDCL</p> <p>WITNESSES</p> <p>1. ()</p> <p>2. ()</p>
---	--

PPA/MSKVY/ MW/Name of SPD to be inserted

SCHEDULE 1: PARAMETERS AND TECHNICAL LIMITS OF SUPPLY

1. Electrical characteristics

- Three phase alternating current
- Nominal declared frequency : 50.0 Hz
- Final Voltage at Delivery Point: kV

Short circuit rating: As a part of the detailed design process, the Solar Power Producer shall calculate the short circuit rating (minimum and maximum), and supply this information to the MSEDCL.

Note: The tolerances & Electrical characteristics variations and Basic Insulation level will be as per relevant grid code and CEA standards.

2. Quality of Service

The Power Producer shall be responsible for the delivery of energy conforming Performance Standards for Transmission and Bulk Supply as approved by MERC.

The maximum current and voltage waveform distortion shall be in accordance with the limits prescribed under Central Electricity Authority (Grid Standards) Regulations 2010, as amended from time to time.

3. Power Factor:

The Producer shall maintain the Power Factor as per the prevailing MERC/CERC regulations and as may be stipulated / specified by STU/MSEDCL from time to time. The Solar Power Producer shall provide suitable protection devices, so that the Electric Producers could be isolated automatically when grid supply fails.

Connectivity criteria like short circuit level (for switchgear), neutral Grounding, fault clearance time, current unbalance (including negative and zero sequence currents), limit of harmonics etc. shall be as per Grid Code.

SCHEDULE 2: TECHNICAL LIMITS

1. The nominal steady state electrical characteristics of the system are as follows:
 - a) Three phase alternating current at 50 Hertz plus or minus 0.5 Hertz
 - b) Nominal voltage of 11/22 kV with 6% on higher side to 9% on the lower side variation.
2. The Project shall be designed and capable of being synchronized and operated within a frequency range as per relevant Grid Code and voltage of 11/22 kV
3. Operation of the Project outside the nominal voltage and frequency specified above will result in reduction of power output consistent with Producer capability curves.

SCHEDULE 3: APPROVALS

1. Consent/ Approval from the MSEDCL for the evacuation scheme along with metering arrangement for evacuation of the power generated by the MW Solar Photovoltaic Grid Interactive Power Projects.
2. Permission from all other statutory and non-statutory bodies required for the Project.
3. Clearance from Department of Forest, Ecology and Environment, if required
4. Approval of the Electrical Inspectorate, Government of Maharashtra for commissioning of the transmission line and the solar project installed at the Project Site.
5. Start-up Power/ Auxiliary power/connection Agreement with MSEDCL.
6. SNA/MEDA registration certificate before commissioning of Project.
7. Permission to Commission from MSEDCL/SLDC.
8. Certificate of Commissioning of the Solar Photovoltaic Grid Interactive Power Project issued by STU/MSEDCL/SLDC/MEDA.

Appendix-A-1

- i) The Solar Power Producer shall give to the concerned SLDC, State Nodal Agency (SNA) and MSEDCL at least Thirty (30) days advance written notice, of the date on which it intends to synchronize the Power Project to the Grid System. The Solar Power Producer shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project.
- ii) A Solar PV Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into the grid.
- iii) Solar Power Producer shall ensure that the equipment up to the rated Capacity has been installed and completed in all respects before the Schedule Commissioning Date.

Documents to be submitted to MSEDCL within 30 days after synchronization:

The Solar Power Producer shall have to submit the hardcopies to MSEDCL:

1. Covering Letter
 2. Board resolution for authorized signatory.
 3. Invoice of the major equipment (including but not limited to modules, Inverters/PCUs, Weather Monitoring Stations/ DC Cables and for all the equipment's).
 4. All supporting documents towards meeting the technical compliance along with datasheet/ warranty certificates/ contract agreement etc. as mentioned in Annexure-A.
 5. Installation report duly signed by the authorized signatory as per Appendix-A-2
 6. Plant Layout clearly mentioning the details of rows and number of modules in each row.
 7. Electrical inspector report along with all annexures/attachments. It would be the responsibility of the Solar Power Producer to collect the certificate.
 8. Solar Power Producer shall ensure Connectivity to the grid from concerned STU/ Transmission Utility/MSEDCL. Connectivity report as per the Appendix-A-3
 9. Synchronization Certificate as per prescribed format issued by respective STU/Transmission Utility/MSEDCL for ascertaining injection of power into grid as per Appendix-A-4.
 10. Relevant document from SLDC acknowledging successful data communication between plant end and SLDC.
- iv) In case any additional supporting/revised documents are asked by MSEDCL, the same have to be submitted/uploaded by the Solar Power Producer.
 - v) The Solar Power Producer shall have to submit commissioning date along with commissioning order issued by State Nodal Agency/State Utility.
 - vii) Early Commissioning of a Solar Project prior to the scheduled commissioning date is permitted on acceptance of power by MSEDCL. In order to facilitate this, shall inform the concerned SLDC and MSEDCL well in advance the date on which it intends to synchronize the Power Project to the Grid System. The SOLAR POWER PRODUCER shall be required to give an advance notice of at least 90 days prior to the proposed commissioning date.
 - xi) Joint Meter Reading (JMR) shall be taken at Delivery Point and Pooling Substation (if

applicable)/plant premise at the time of connectivity of the Project with Grid. This shall include information of respective meters installed at delivery/ interconnection point and pooling substation/plant premises.

Installation Report

(To be provided by SOLAR POWER PRODUCER and to be submitted at least 10 days prior to commissioning date)

Sr. No.	Capacity of the Project (MW)	
	Capacity already commissioned (MW)	
	Capacity proposed to be commissioned (MW)	
I.	Technology used (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type)	
II.	Rating of the each module (Wp)	
III.	Angle from horizontal at which array is installed	
IV.	Number of modules installed of each type	
V.	Source(s) of the cells installed of each type	
VI.	Source(s) of the Modules installed of each type	
VII.	Number of PCUs / Inverters installed	
VIII.	Source of the PCUs / Inverters (Name of supplier with address)	
IX.	Rating of PCUs / Inverters	
X.	Date of installation of full capacity (as per capacity proposed to be commissioned)	-----
	PV arrays	
	PCUs / Inverters	
	Transformers	
XI	Documents / Lease Agreement to establish possession / right to use 100% (hundred per cent) of the required land in the name of Solar Power Producer for a period not less than the complete term of PPA.	

Sample Connectivity Report*(To be provided by concerned STU/Transmission Utility/MSEDCLs)*

This is in compliance to the office order of the -----,----- MSEDCL, <Place> issued vide office order

<No.><dated>, the committee constituted vide said order has completed the work for commissioning of <kV> Bay & Metering Equipment to interconnect the <MW> Solar Power Generation Plant (having

<technology>) with Grid installed at <Village>, <Tehsil>, <District> in the <State> on <date>. The details of Solar Power Plant are as under:-

S. No	Name of Solar Power Producer & Location	Capacity Mentioned in PPA	Connectivity	Details of Solar Power Plant (Transformer, Inverter, Modules, Switchgear)
1	<M/s> <Village> <Tehsil> <District.	<> MW	Metering Detail at Delivery Point (<Village> S.No. of <kV> CT i) <R- Phase> ii) <Y-Phase> iii) <B- Phase> S.No. of <kV> PT i) <R- Phase> ii) <Y-Phase> iii) <B- Phase> S.No. of Main<ABT>	Transformer <Make/Type:> <Sr. No.> Inverters <Make/Type:> <Sr. No.> Modules <Make: > <W>, < W > <Total: Nos.> Switchgear Panels <Make/Type:>

The Commissioning date of various equipment is as under:

<kV> line from --- to -----, completed on date -----.

Line Bay at < kV > GSS, ----- charged for ---- on -----.

<kV> line charged from -----to----- on date-----.

Main & check metering commissioned on (initial record of main/Check meters at the time of Commissioning is to be taken and enclosed)

Complete system commissioned on date-----

The Joint Inspection Report of metering arrangement & copy of permission of Electrical Inspector is enclosed herewith.

Sample Synchronization Certificate

It is certified that ----- MW (Capacity) Solar Photovoltaic Power Project of M/s. -----, Village - ----- Tehsil/Taluka -----, District ----- was Grid connected on (Date) at----- Hrs.

It is further certified that the Project was synchronized and supply of power into the grid from the Project connected on (Date) at ----- Hrs.

The above certificate is issued on the basis of MRI record.

NB:

- (i) The above certificate shall be issued by concerned STU/ Transmission Utility/MSEDCLs
- (ii) Copy of duly signed MRI is to be enclosed.

**Sample Part Commissioning / Full Commissioning Certificate of Solar
PV Power Project**

This is to certify that <M/s> having its registered office at ----- has successfully commissioned Capacity < MW > out of total <MW> installed Capacity on (Date) of their Solar PV Power Generation Project at Village -----, Tehsil/Taluka ----- & Dist. -----

The Commissioning Certificate has been issued on the basis of the following documents enclosed:

- (i) Installation Report including Snap shots of the Project from various angles
- (ii) Electrical Inspector Report
- (iii) Connectivity Report
- (iv) Synchronization Certificate including MRI record

NB: To be issued by as mentioned in clause 3.17.

Format for Solar plant Commissioning Report

Ref.No.

Date:

To,
The Chief Engineer (Renewable Energy) ,
Fifth Floor, Prakashgadh,
Bandra East, Mumbai 400051

Sub: Commissioning of newly erected 11 KV feeder bay & metering cubicles for solar generation project at 33/11 KV substation Dist.....

With reference to the above subject, Small solar power plant having generation capacity ofMW has been erected at 33/11 KVsubstationhas been commissioned for solar generation project on dated in presence of EE(T).....,& EESL representatives (concerned office & agency representatives)

The details are as below:-

1. Details of TOD Meter (Main Meter& Check Meter)

Main Meter		Check Meter	
Make	.....	Make	.....
Type	.....	Type	.....
Sr.No.	.....	Sr.No.	.....
CT Ratio	-5 A	CT Ratio	-5 A
PT Ratio	11000/110V	PT Ratio	11000/110V
Class of Accuracy	0.2s	Class of Accuracy	0.2s
SF for Unit	1	SF for Unit	1
SF For MD	1	SF For MD	1
Pulse per unit	.....	Pulse per unit	.....
Year of Mfg.	.....	Year of mfg	.....
Date of Meter Testing		Date of Meter Testing	
Meter Testing Lab No.		Meter Testing Lab No.	

Main Meter		Check Meter	
Make	.....	Make	.....
Sr.No.	.....	Sr.No.	.....
Type	Compact	Type	Compact
Voltage	..... KV/110 V	Voltage	.....KV/110 V
CTR	...../.....A	CTR	...../.....A
CT Sr.No. R		CT Sr.No. R	
CT Sr.No. Y		CT Sr.No. Y	
CT Sr.No. B		CT Sr.No. B	
PTR	..... KV/110 V	PTR	..... KV/110 V
PT Sr.No. R		PT Sr.No. R	
PT Sr.No. Y		PT Sr.No. Y	

PT Sr.No. B		PT Sr.No. B	
Year of Mfg.		Year of Mfg .	
Date of Testing		Date of Testing	
Testing Lab No.		Testing Lab No.	

2. H.T.Metering Cubicals (Main & Check Meter)

Other information:

Particulars	Details	Particulars	Details
Zone Code		Zone Description	
Circle Code		Telephone/Fax No.	
Division Code		Email Address.	
Subdivision Code		Circle Description	
Substation Code		Telephone/Fax No.	
Feeder Code generated in NDM		Email Address.	
Solar feeder Name		Division Description	
CE Approval Number & date		Telephone/Fax No.	
EI approval Number & date		Email Address.	
Administrative approval & date		Sub division Description	
Forest clearance & date If any		Telephone/Fax No.	
Other permissions if any		Email Address.	

Initial reading of Meter – recorded & attached in separate format.

11 KV feeder bay and metering cubicles is successfully charged on dated

The MF for KWH and KVA MD is

This is your information in and needful action please.

Superintending Engineer (O&M Circle)

Copy s.w.rs.to:-

The Executive Engineer, MSEDCL Testing Division,

The Executive Engineer, MSEDCL O&M Division,

The Addl. Executive Engineer, MSEDCL O&M Sub Division,

Annexure-A

Meter readings in below mentioned format for date of commissioning and last day of that month

Metering Point - Solar Plant.....

Meter Sr. No. :-

Meter Type - Main Meter

Date Of Commissioning -

Sr.No.	Parameter	Current reading (On month end at 00.00 Hrs.)	Previous reading (On commissioning day)	Difference
1	KWH DEL			
2	KWH DEL A			
3	KWH DEL B			
4	KWH DEL C			
5	KWH DEL D			
6	KWH REC			
7	KWH REC A			
8	KWH REC B			
9	KWH REC C			
10	KWH REC D			
11	KVAH DEL			
12	KVAH REC			
13	KVARH Q1			
14	KVARH Q2			
15	KVARH Q3			
16	KVARH Q4			

Meter readings in below mentioned format for date of commissioning and last day of that month

Metering Point - Solar Plant

Meter Sr. No. :-

Meter Type - Check Meter

Date of Commissioning -

Sr.No.	Parameter	Current reading (On month end at 00.00 Hrs.)	Previous reading (On commissioning day)	Difference
1	KWH DEL			
2	KWH DEL A			
3	KWH DEL B			
4	KWH DEL C			
5	KWH DEL D			
6	KWH REC			
7	KWH REC A			
8	KWH REC B			
9	KWH REC C			
10	KWH REC D			
11	KVAH DEL			
12	KVAH REC			
13	KVARH Q1			
14	KVARH Q2			
15	KVARH Q3			
16	KVARH Q4			

Sub divisional officer

Name of Sub dn

Sample reading for reference only:

Metering Point Halakarni substation site

Meter Sr. No. 2868957

Meter Type - Main

Date of Commissioning: 09.07.2019.

Sr.No.	Parameter	Current reading (Month end Reading)	Previous (Date of commissioning) reading	Difference
	Date	31.07.19	09.07.19	
	Time	0:00:00	12:04:00	
1	KWH DEL	270.7975	254.1725	16.625
2	KWH DEL A	11.7575	0	11.7575
3	KWH DEL B	145.2225	144.76	0.4625
4	KWH DEL C	69.7225	69.685	0.0375
5	KWH DEL D	44.095	39.7275	4.3675
6	KWH REC	3,448.23	135.28	3312.95
7	KWH REC A	0.00	0.00	0
8	KWH REC B	2,338.85	90.28	2248.57
9	KWH REC C	1,085.61	45.00	1040.603
10	KWH REC D	23.78	0.00	23.7775
11	KVAH DEL	296.0625	278.3525	17.71
12	KVAH REC	3,526.40	212.71	3313.688
13	KVARH Q1	58.3525	56.48	1.8725
14	KVARH Q2	162.88	69.745	93.135
15	KVARH Q3	78.02	77.6725	0.3475
16	KVARH Q4	87.3125	50.5075	36.805

SCHEDULE 4: SPECIFICATION OF ELECTRICAL ENERGY DELIVERY

1. The generation voltage from the Solar Photovoltaic Grid Interactive Power Project of M/s. _____ is _____ KV. It uses unit connection of Producer, Producer transformer and unit transformer.
2. The generated power at _____ KV will be stepped up to _____ KV at the Project Site and connected _____ KV at for the purpose of interconnection with the Grid System.

SCHEDULE 5: DETAILS REQUIRED FROM SOLAR POWER PRODUCER

Details required from Vendor

Sr No	Particulars	Vendor Information
1	TITLE_MEDI Mr/Ms/Company/SSI	
2	Name of the company /Firm	
3	Name of the Proprietor	
4	Street	
5	Postal Code (Pin Code)	
6	City	
7	Telephone No	
8	Mobile Phone No	
9	E-Mail	
10	Payt Terms (to work due date from bill)	
11	Payment methods (Cash/RTGS/DD/Chq/etc)	
12	TAN Number	
13	PAN Number	
14	GST Number	
15	M-VAT Number	
16	Service Tax Number	
17	Bank name	
18	Branch	
19	Bank A/c Number	
20	Beneficiary/Account Holder Name	
21	IFSC Code	
22	MICR Code	
23	Nature of transaction (contract, Rent, profession fees, etc)	
24	Section under which TDS is deducted	
25	Recipient Type (Company, Individual, Partnership firm, HUF or other)	



Notice for invitation of Tenders (e-Bidding)

Maharashtra State Electricity Distribution Co. Ltd (MSEDCL) desires to procure 1250 MW (AC) solar power through competitive bidding process (followed by e-reverse auction) from projects to be connected at distribution network (11/22 KV) in Maharashtra under “Mukhyamantri Saur Krishi Vahini Yojana”.

The tender T-41 based on the guidelines issued by Government of India (MNR Eare available on **website** <https://www.mahadiscom.in/solar-mskvvy/index.html>. (Path: Services->Registration. After registration: Login -> Developer -> Registration for developer -> MSEDCL e-tendering portal). The Schedule of bid process is as follows:-

Particulars	Solar tender	
	Date for (T-41)	Time
Availability of bid document on portal	28.10.2021	23.00 Hrs
Pre-bid meeting (through VC)	11.11.2021	11.00 Hrs
Last date for submission of Technical & Financial bids	25.11.2021	16.00 Hrs

The district wise e-reverse auction will be conducted on <https://www.mahadiscom.in/solar-mskvvy/index.html>
For more details of Notice for Invitation of Tender (NIT), please visit to www.mahadiscom.in.

(Link for video conference to attend pre-bid will be shared a day before meeting on www.mahadiscom.in)

Sd/-
Chief Engineer (Renewable Energy)
MSEDCL, Prakashgad, Mumbai.
Tel: 022-26474211

MSEDCL E-TENDERING PORTAL

Power Purchase E-Tendering

Vendors Manual

MSEDCL E-TENDERING PORTAL

Power Purchase E-Tendering

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Steps to create login ID

To create a new login ID perform following steps:

Step 1: Access <https://etender.mahadiscom.in/eatApp/> The MSEDCL's E-Tender homepage is displayed. Click on "New User ?" link.

Step 2: Fill the registration form. This registration form is for individual registration as well as for registration of company. For registration of company enter details pertaining to company and for registration of individual enter details pertaining to individual.

Step 3: After successfully submitting the registration details a temporary password is emailed to the registered email address. Login with user name as registered email address and password as temporary password received on registered email address.

Step 4: After successfully validating the credentials change the temporary password.

Maharashtra State Electricity Distribution Company
Plot No. G-9, Anant Kanekar Marg Bandra (E), Mumbai

Reset Password

- At least 8 characters
- At least 1 uppercase letter
- At least 1 lowercase letter
- At least 1 number & special character

1. Enter the temporary password received by email as Old Password.

Old Password*

2. Enter and confirm new password.

New Password*

Confirm Password*

✗ Passwords Match

3. Click on Submit button to change the password.

Submit

Sub: Your MSEDCL e-Tendering Account Info.

ndering portal. To login please use registered email a
) password: #d8vsQ8X

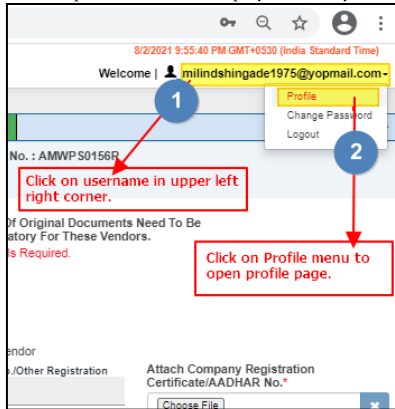
ents available in DOWNLOAD section of eTender portal. Kindly keep your
If you need further assistance, please contact [E-Tender helpdesk](#)

ed letter and does not require signature.

Steps to create profile for power supplier vendor

To create a new profile for power supplier vendor perform following steps:

Step 1: Access <https://etender.mahadiscom.in/eatApp/>. The MSEDCL's E-Tender homepage is displayed. Login to the E-Tender Portal with valid credentials. In case the user has not created any profile the profile screen is displayed directly. Otherwise open the profile screen manually.



Step 2: Submit the Company Details

Company Details

Partner Type*
 Contractor Manufacturer Trader **1** Power Supplier Infra Vendor(GTP Approval) Finance Vendor

Company / Individual Name*
 Company Type* (Select Individual For Individual Registration) **2**

Attach Company Registration Certificate/AADHAR No.* **3**
 [Choose File]

Attach GSTIN Copy* **4**
 [Choose File]

Is GSTIN Applicable

Attach MSME Certificate* **5**
 [Choose File]

MSME Registration Valid Up To* **6**

Pan Number* **9**
 [Choose File]

Attach Pan Card Copy* **9**
 [Choose File]

MSEDCL Office Type* **8**

Nearest MSEDCL Office Location* **10**

Is MSME Applicable
 MSME Type* **5**

Power Plant Type* **7**

Non-Conventional Type* **7**

Note : Registration Process Does Not Guarantee Award Of Any Contract.
 I Have Read The Standards Terms And Conditions As Specified By MSEDCL And I Agree To Them

Select MSEDCL office location for further communication. **11**
 Click Save button to submit the Company Details

Upload scanned copy of PAN card.
 Select MSEDCL office type for further communication.
 Select power plant type from Transmission, Conventional, Short term power purchase, Non conventional. When the selection of power plant type is non conventional then select non conventional type from Hydro, Munciple solid waste, co-generation, windmill, solar and bio mass.

Save Reset Next

Step 3: For registration of company submit contact details of the company and for registration of individual submit contact details of individual.

Company Contact **Company Address**

Title [Mr.,Miss.,Mrs.]* **1**

First Name* **2**

Middle Name

Last Name* **3**

Landline 1 **4**
 Select title of the contact person.
 Enter First Name

Landline 2

Mobile* **4**
 Enter mobile number.

Fax 1

Fax 2

Email Address* **5**
 Enter email address.

Save Reset Next

Click save to submit the contact details.

Step 4: For registration of company submit address details of the company and for registration of individual submit address details of the individual.

Company Address Details

Ship To Address Bill To Address

Registered Office Address*

City* Country* State* District*

Pincode*

Buttons: Previous, Save, Reset, Next, Add

Annotations:

- 1: If the address is shipping address then tick ship to address. If the address is billing address then tick bill to address. If the address is neither billing nor shipping then do not tick both the checkboxes.
- 2: Enter detailed registered office address.
- 3: Enter city name
- 4: Select country
- 5: Select state
- 6: Select district
- 7: Enter pincode
- 8: Click Save to submit company address.
- 0: Click on Add button to add one more address.

Step 5: Click on "Download Test Document" button to download PDF file. The downloaded PDF file is valid for few minutes so, IMMEDIATELY digitally sign it using SECURE SIGN software. SECURE SIGN software is available in DOWNLOAD section on homepage of etender.mahadiscom.in/eatApp Do not change name of the downloaded file also do not modify it in any way. The SECURE SIGN software contains manual which will guide in digitally signing the PDF file.

Digital Signature Details

Buttons: Copy Address, Add, Delete, Download Test Document, Save, Reset, Previous, Next

Annotations:

- 1: Click on Add button to add a new DSC to portal.
- 2: Click Copy Address to copy company address in Registered Office Address.
- 3: Select title of the person owning the DSC
- 4: Click on Delete button to remove existing DSC information.
- 5: Enter email address
- 6: Select designation as MD if the owner of DSC is proprietor otherwise select OTHER.
- 7: Select gender
- 8: Enter date of birth
- 9: Enter validity date of DSC
- 10: Enter name in DSC. If name in DSC is <<SURNAME>> <<FIRST NAME>> <<MIDDLE NAME>> then enter <<SURNAME>> in first name field, <<FIRST NAME>> in Middle name field and <<MIDDLE NAME>> in Last name field.
- 11: Enter mobile number
- 12: If the registered office address is not available in E-Tender portal then enter the registered office address, city, country, state, district and pincode. Otherwise, click on Copy Address to auto fed these fields.
- 13: If the designation of the owner of the DSC is MD then select holder type as Digital Signatory otherwise select Power of attorney and upload power of attorney document.
- 14: Click on "Download Test Document" button to download PDF file. The downloaded PDF file is valid for few minutes so, IMMEDIATELY digitally sign it using SECURE SIGN software. SECURE SIGN software is available in DOWNLOAD section on homepage of etender.mahadiscom.in/eatApp Do not change name of the downloaded file also do not modify it in any way.
- 15: Upload the digitally sign test document here.
- 16: Click here to submit DSC details.

Step 6: Submit bank details.

Bank Details

Buttons: Add, Save, Reset, Previous, Next

Annotations:

- 1: Click on Add button to add new bank details
- 2: Enter IFSC code of the Bank and press TAB key. Please use GOOGLE CHROME browser.
- 3: Enter bank account number
- 4: Upload scanned copy of cancelled cheque or RTGS details.
- 5: Enter beneficiary name
- 6: Click on Is Active to set the bank details as active. Only one bank details can be set to active.
- 7: Click on Save button to submit the bank details.

Step 7: Make online payment for power supplier registration fees.

Payment Details

Payment For: Trader Manufacturer Infra Power Supplier

Type Of Payment*
 Power Supplier Registration Fee

Mode Of Payment: *
 DD Online Payment

Amount In Rs.*
 3000

GST (@18% On Amount: SAC No.998599) In Rs.*
 540

IGST (In %)*
 18

IGST Amount (In Rs.)*
 540

Total Amount Including GST (In Rs.)*
 3540

Payment Status*

Buttons: Previous, Pay Online, Reset

Annotations:

- 1: Click on Add button to make new payment (points to 'Add' button)
- 2: Select power supplier registration fee from type of payment. (points to 'Type Of Payment' dropdown)
- 3: Click on pay online to make online payment (points to 'Pay Online' button)

Step 8: Confirm the registration by uploading digitally signed vendor registration copy.

Instruction to generate vendor digital-sign registration copy for tenders: Click on "Generate Document" button to download PDF file. This PDF file is vendor registration copy, IMMEDIATELY digitally sign it using SECURE SIGN software and upload it. SECURE SIGN software is available in DOWNLOAD section on homepage of etender.mahadiscom.in. Do not change name of the downloaded file also do not modify it.

Click Here To Generate Document **Generate Document**

Please follow the instruction mentioned above and submit the confirmation.

For Tenders: Upload Vendor Digital-Sign Registration Copy / For Infra Vendor (GTP Approval):
 Check And Upload Vendor Registration Copy*

Choose File

FILE_Registration__1603812266779.pdf.sig

Click Here To Submit **Submit**

Annotations:

- 1: Generate vendor registration copy. (points to 'Generate Document' button)
- 2: Digitally sign the registration copy using the instructions given above. (points to file upload area)
- 3: Click Submit to submit the vendor digital sign registration copy. (points to 'Submit' button)

Step 9: Submit the confirmation of registration.

Upload Vendor Digital-Sign Registration Copy

Upload vendor digital-sign registration copy for works / procurement tender. For partner type Manufacturer or Trader vendor approval process will be initiated.

Upload vendor digital-sign registration copy for partner type Infra Vendor(GTP Approval).

Tick this checkbox for participating in tenders.

Buttons: Ok, Close

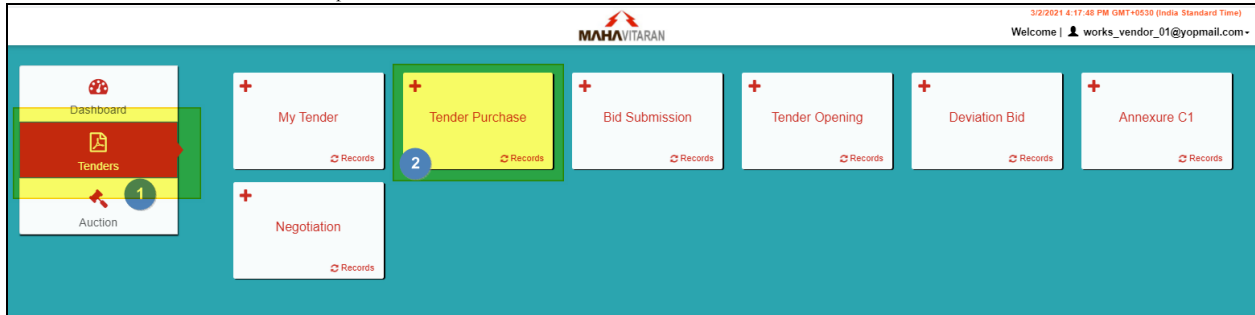
Annotations:

- 1: Submit your confirmation. (points to 'Ok' button)
- 2: Submit your confirmation. (points to 'Ok' button)

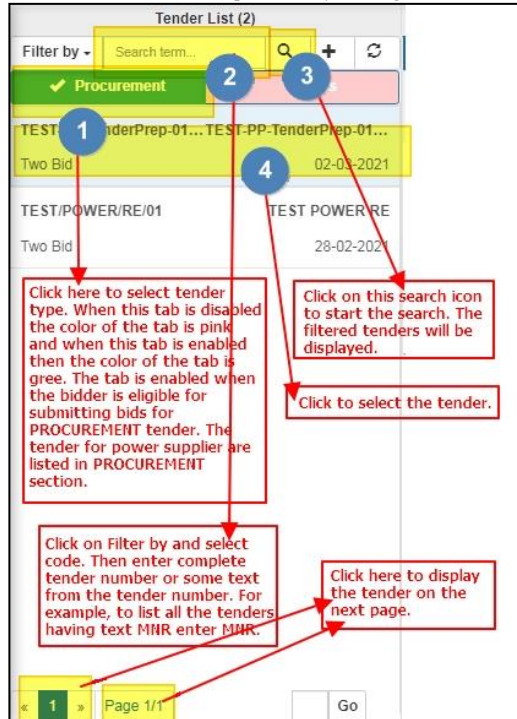
Steps to purchase POWER PURCHASE tender.

To purchase the POWER PURCHASE tender perform following steps:

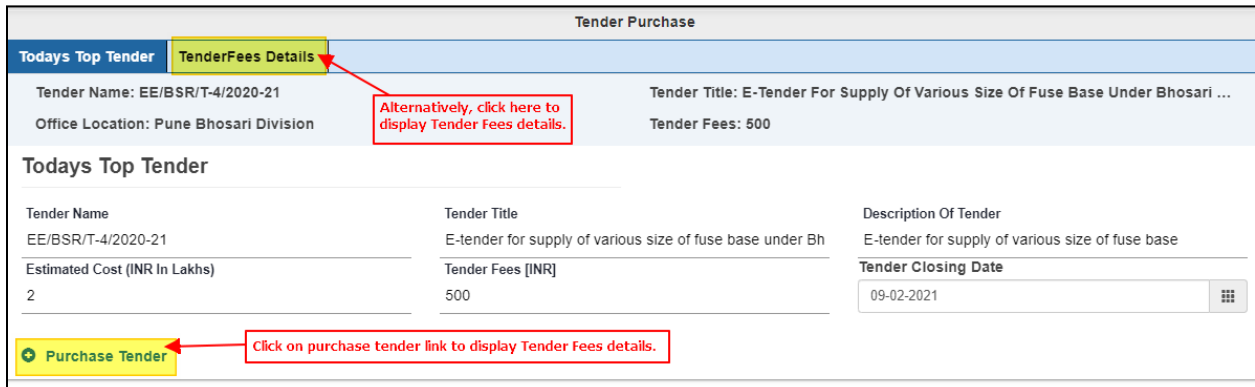
Step 1: Access <https://etender.mahadiscom.in/eatApp/>. The MSEDCI's E-Tender homepage is displayed. Login to the E-Tender Portal with valid credentials. Click the Tenders > Tender purchase



Step 2: Select type of tender i.e. PROCUREMENT. The list of tenders available for purchase is displayed. The list can be filtered to display a specific tender. Navigation to next page is also provided. Choose the tender for purchase by clicking on the item in the list.



Step 3: The selected tender is displayed in the right pane. Tender Fees detail is displayed in two ways: (1) Click on Tender Fees Details tab OR (2) Click on Purchase Tender link.



Step 4: Select mode of payment. The DD payment mode is available for those tenders whose tender fees excluding taxes is less than or equal to Rupees 500/-.

The screenshot shows the 'Tender Fees Details' section of a tender purchase page. The tender name is 'EE/BSR/T-3/2020-21' and the title is 'E-Tender For Supply Of Various Size Of Fuse Wire Under Bhosari ...'. The office location is 'Pune Bhosari Division' and the tender fees are '500'. The form includes fields for Tender Number, Amount In INR, IGST In %, GST In INR, Total Amount Including GST In INR, and Type Of Payment. The 'Mode Of Payment' dropdown menu is highlighted in yellow, showing options for 'Online Payment' and 'DD'. A red callout box points to the dropdown with the text: 'Select mode of payment. The DD payment mode is available only when the tender fees excluding taxes is less than or equal to Rupees 500/-.'

Step 5(a): For payment by Demand Draft enter the details of demand draft and then submit the details. Submit the original physical copy of demand draft to the office that has published the tender. For example, in the screen below the office location is Pune Bhosari Division so, the user should submit the physical copy of demand draft at Pune Bhosari Division. The payment of demand draft will be approved only after realization of demand draft.

This screenshot shows the 'Tender Fees Details' form with the 'Mode Of Payment' set to 'DD'. The 'DD Date', 'Demand Draft No', 'MICR NO', 'Bank Name', and 'Branch Name' fields are highlighted in yellow. Red callout boxes with numbered circles (1-6) provide instructions: 1. 'Enter date of demand draft.' (pointing to DD Date), 2. 'Enter demand draft number' (pointing to Demand Draft No), 3. 'Enter MICR number of the demand draft' (pointing to MICR NO), 4. 'Enter Bank name of the demand draft.' (pointing to Bank Name), 5. 'Enter branch name of the Bank issuing the demand draft.' (pointing to Branch Name), and 6. 'After entering the DD details click on Save button to submit the DD details.' (pointing to the Save button). A 'Cancel' button is also visible.

The status of payment is displayed as shown in the below screen. The below screen shows that the payment by demand draft is under approval. The tender document is available for download only after approval of payment.

The screenshot shows the 'Tender Purchase' page with the tender name 'EE/BSR/T-3/2020-21' and office location 'Corporate Office'. The tender title is 'E-Tender For Supply Of Various Size Of Fuse Wire Under Bhosari ...' and the tender fees are '500'. The 'Payment is Under Approval' status is highlighted in yellow. A red callout box points to this status with the text: 'After submitting the details of demand draft the status of payment is displayed here.'


Step 5(b)(i): To purchase the tender using online payment mode, select the online payment option from mode of payment and then click on Pay Online button.

Tender Purchase		
Todays Top Tender	TenderFees Details	
Tender Name: EE/BSR/T-4/2020-21		Tender Title : E-Tender For Supply Of Various Size Of Fuse Base Under Bhosari...
Office Location: Pune Bhosari Division		Tender Fees :500
Tender Fees Details		
Tender Number*	Amount In INR*	IGST In %*
EE/BSR/T-4/2020-21	500	18
GST In INR (18% On Amount: SAC No.9984)*	Total Amount Including GST In INR*	Type Of Payment*
90	590	Tender/Auction Fee
Mode Of Payment*		
Online Payment		
Pay Online		

Select online payment option from mode of payment.

Click on Pay Online button

Step 5(b)(ii): Complete the online payment process at payment gateway.



You have selected to pay Rs. 590 to MSSEDCL as

Please note that a convenience fee will be applicable for credit card payments exceeding Rs. 500
No extra charges for Net banking, Debit card, UPI, Digital Wallet & cash card transactions.
Convenience fees 1% of transaction value is applicable for PayTM mobile wallet.

Please click on the appropriate payment mode that you wish to pay with:

Internet Banking	Please select your bank and click on "Submit": <input type="text" value="Select one..."/> <input type="button" value="Submit"/>
Credit Cards	
Debit Cards	
Digital Wallets	
Cash Cards	

Step 6: After approval of payment by demand draft or after successful online payment the tender document and tender fees receipts are available for download.

Tender Purchase		
Todays Top Tender	TenderFees Details	
Tender Name: TestTenderPS 03		Tender Title: TestTenderPS 03
Office Location: Corporate Office		Tender Fees: 500
Todays Top Tender		
Tender Name	Tender Title	Description Of Tender
TestTenderPS 03	TestTenderPS 03	TestTenderPS 03
Estimated Cost (INR In Lakhs)	Tender Fees (INR)	Tender Closing Date
1	500	10-02-2021
Payment Detail	View Tender Document: FILE_TestTenderPS 03_version_2_1612338190580.pdf	Receipt

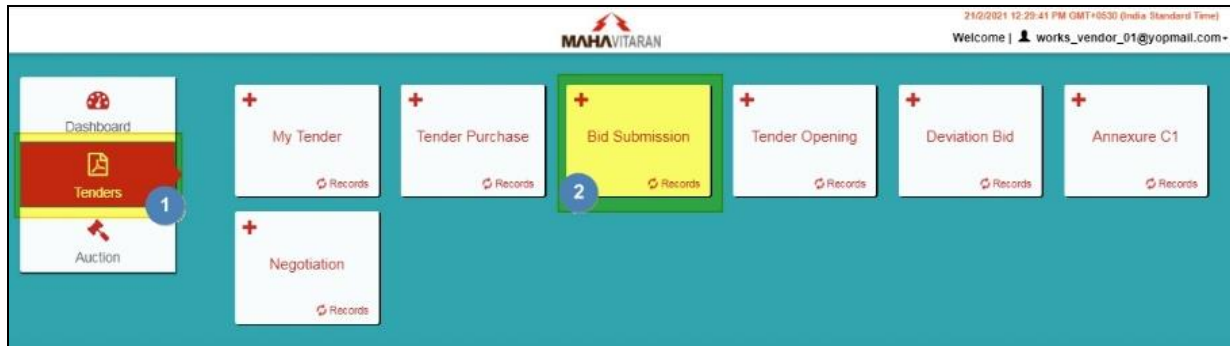
Click to download tender document.

Click to download tender fees receipt.

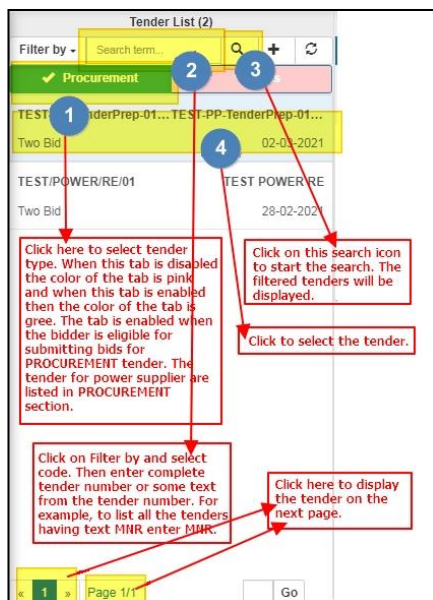
Steps to submit bids for POWER PURCHASE tender.

To submit bids for POWER PURCHASE tender perform following steps:

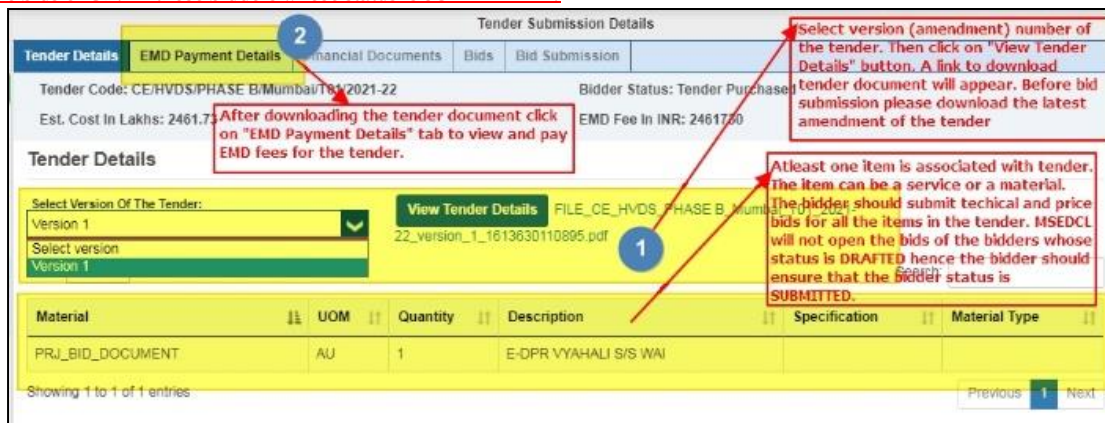
Step 1: Access <https://etender.mahadiscom.in/eatApp/> The MSEDCCL's E-Tender homepage is displayed. Login to the E-Tender Portal with valid credentials. Click the Tenders > Bid Submission



Step 2: Select type of tender i.e. PROCUREMENT. The list of purchased tenders whose bid submission date has not passed is displayed. The list can be filtered to display a specific tender. Navigation to next page is also provided. Choose the tender for bid submission by clicking on the item in the list.



Step 3: The selected tender is displayed in the right pane. Please observe the items in the tenders and also download the tender document. Prepare documents for submitting technical bid, price bid and commercial bid. A tender is associated with at least one item. For every item in the tender the bidder should submit technical and price bid. And the bidder should submit only one commercial bid for the tender. **Please note that MSEDCCL will open the bids of ONLY those bidders whose status is SUBMITTED.**



Step 4: To submit the EMD details select mode of payment. There are two payment modes: Bank Guarantee and Exempted.

The screenshot shows the 'EMD Payment Details' form. At the top, the 'Tender Code' is TEST/POWER/RE/01 and the 'Bidder Status' is DRAFTED. The 'EMD Fee In INR: Rs. 100000 Per MW' is displayed. The 'Mode Of Payment*' dropdown is set to 'EXEMPTED' and is highlighted with a red box and the number 1. A red box points to the 'EMD Fee' field with the text 'The bidder should compute the EMD fee in INR.'. The 'Type Of Payment*' dropdown is set to 'EMD'. Below the dropdowns, there are radio buttons for 'Exemption Demanded' and 'Exemption Approved'.

Step 4.a: For payment by Bank Guarantee enter the computed EMD fee amount and the details of bank guarantee. Submit the original physical copy of bank guarantee to the office that has published the tender. For example, if the office location is Pune Bhosari Division then the user should submit the physical copy of bank guarantee at Pune Bhosari Division. The bank guarantee will be examined by Accounts staff and then they will approve the transaction.

The screenshot shows the 'EMD Payment Details' form for 'Bank Guarantee'. The 'Mode Of Payment*' dropdown is set to 'Bank Guarantee'. The 'Amount*' field is highlighted with a red box and the number 1, with a red box pointing to it containing the text 'Enter the computed EMD amount.'. The 'Bank Name*' and 'Branch Name*' fields are highlighted with a red box and the number 2, with a red box pointing to them containing the text 'Enter bank guarantee details.'. The 'Save' button is highlighted with a red box and the number 3, with a red box pointing to it containing the text 'Click Save to submit the bank guarantee details.'. The 'Type Of Payment*' dropdown is set to 'EMD'. The 'Issue Date*' and 'Validity Date' are both set to 26-02-2021. There are 'Previous' and 'Next' buttons at the bottom.

Step 4.b: To avail exemption in EMD fees, select the EXEMPTED payment mode only when the firm is eligible for EMD exemption. **Please note that EMD exemption once saved cannot be reverted.**

The screenshot shows the 'EMD Payment Details' form for 'EXEMPTED'. The 'Mode Of Payment*' dropdown is set to 'EXEMPTED' and is highlighted with a red box and the number 1, with a red box pointing to it containing the text 'Select EXEMPTED mode of payment.'. The 'Amount*' field is set to 0. The 'Save' button is highlighted with a red box and the number 2, with a red box pointing to it containing the text 'Submit the EMD details.'. The 'Type Of Payment*' dropdown is set to 'EMD'. There are 'Previous' and 'Next' buttons at the bottom.

Step 5: To view the EMD payment transaction select the EMD payment transaction in the left pane and then in the right pane the details of EMD payment will be displayed. The bidder can also make EMD button by clicking on “EMD Payment” button. Even though the below screen shot is for WORKS tender it is also applicable for PROCUREMENT tenders.

The screenshot displays the 'EMD Payment (2)' section under 'Tender Submission Details'. The left pane shows a list of transactions with columns for 'Online Payment', 'TRANSACTION FAILED', and a date. The right pane shows 'EMD Payment Details' for a specific transaction, including fields for 'Tender Number', 'Amount', 'Type Of Payment', and 'Mode Of Payment'. A 'Make Payment' button is visible. Red callouts provide instructions: 'The "Make Payment" button is available for the bidder to make EMD payment.', 'Bidder can select the EMD payment', 'Status of EMD transaction is displayed here.', and 'Details of EMD payment are displayed.'

Step 6: Submit at least one required financial documents either in PDF format or in ZIP format. Please ensure that the size of file is not more than 4 MB. If the display to submit financial document does not appear then click on “Financial Documents” icon.

The screenshot shows the 'Financial Documents' section. It features a table with columns: 'Document Name', 'Description', 'Attachment', and 'File Name'. Below the table are 'Save', 'Back To Tenders', and 'Previous' buttons. Red callouts include: 'Please read these instructions carefully.', 'Click on "Choose File" to upload required financial document in PDF or ZIP format. Please note that the size of file should be less than 4 MB', 'Title and description of the document.', and 'The name and extension of uploaded file by the bidder.'

Step 7: Select the item in the tender.

The screenshot displays the 'Material List (1)' section. The left pane shows a list of items with columns for 'Power Procurement Re...', 'Power Procurement Re...', and 'Megawatt'. The right pane shows 'Material/Service Details' for a selected item, including fields for 'Bid Status', 'Material/Service Name', 'Required Quantity', 'HSN/SAC Code', 'Unit', and 'Ceiling Tariff'. A 'Technical Bid' tab is highlighted. Red callouts include: 'Select the item in the tender from the left pane', 'THE LIST OF ITEMS IN THE TENDER ARE LISTED IN THE LEFT PANE', 'Click on Technical Bid tab to submit technical bid.', and 'THE DETAILS OF SELECTED ITEM IN THE TENDER IS DISPLAYED IN THE RIGHT PANE.'

Step 8: Submit at least one required technical documents either in PDF format or in ZIP format. Please ensure that the size of file is not more than 4 MB.

Step 9: Submit confirmation for the technical bid.

Step 10: Submit the price bid.

Step 11: Submit all the required price documents either in PDF format or in ZIP format. Please ensure that the size of file is not more than 4 MB.

Material/Service Details **Technical Bid** **Price Bid**

Bid Documents Confirmation

Additional Required Price Bid Documents

Note : 1) Any Changes Made In Required Price Bid Documents Will Change Price Bid Status And Bid Submission Status To Drafted
 2) To Change Already Uploaded Document Choose New File And Save
 3) If Bidder Status Is DRAFTED, Bid Will Not Be Considered For Bid Opening.

Show 5 Entries Search:

Document Name	Description	Attachment	File Name
PRJ_BID_DOCUMENT	Price document 1	Choose File	PRICE_DOCUMENT.pdf
PRJ_BID_DOCUMENT	Price document 2	Choose File	PRICE_DOCUMENT.pdf

Show 2 of 2 entries Save Back To Tenders

Previous 1 Next

Step 12: Submit confirmation for the price bid.

Material/Service Details **Technical Bid** **Price Bid**

Bid Documents Confirmation

Please read these instructions carefully.

Note : 1) Deleting Price Bid Document Will Change Price Bid Status And Bid Submission Status To Drafted
 2) *** Please Upload Only .Sig File Here! ***
 3) If Bidder Status Is DRAFTED, Bid Will Not Be Considered For Bid Opening.

Choose File Generate Document

FILE_Pricebid_CE-HVDS-PHASE-B-Mumbai-T01-2021-22-1613926704620.sig

Submit Back To Tenders

Previous

After uploading the price bid submit the price bid.

The button "Generate Document" will be enabled only when the bidder has uploaded all the required price document's for the selected item. When enabled click on this button to download PDF file. This PDF file is the price bid of the bidder. The downloaded PDF file is valid for few minutes (upto 20 minutes) so, IMMEDIATELY digitally sign it using SECURE SIGN software. SECURE SIGN software is available in DOWNLOAD section on homepage of etender.mahadiscom.in. Do not change name of the downloaded file also do not modify it. The SECURE SIGN software contains instructional manual that will guide you through the digital signing process.

After digitally signing the technical bid upload the technical bid.

Step 13: Submit confirmation for the commercial bid.

Bid Submission Please read these instructions carefully.

Note : 1) Deleting Bid Submission Document Will Change Bid Submission Status To Drafted
 2) *** Please Upload Only .Sig File Here! ***
 3) Generate Document And Submit Button Will Be Enabled Only If You Have Uploaded Financial Documents And Have Submitted Technical And Price Bids For All The Items
 4) If Bidder Status Is DRAFTED, Bid Will Not Be Considered For Bid Opening.

Show 5 Entries This table contains list of material/service in the tender. Search:

Material/Service Code	Material/Service	Is Quoted
PRJ_BID_DOCUMENT	Bid Documents	N

Showing 1 to 1 of 1 entries Previous 1 Next

Generate Document Choose File

Submit Goto Main Page

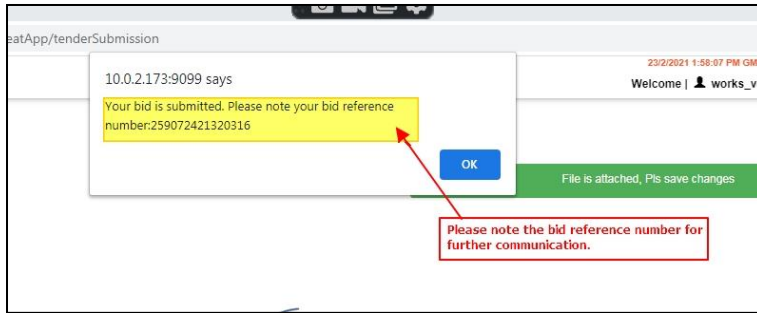
After digitally signing financial i.e. commercial bid upload it.

The bidder should submit bids for all the material/service in the tender. The Is Quoted column contains 'Y' when the bidder has submitted price bid and technical bid for the material / service mentioned in that row. Otherwise the Is Quoted column contains 'N'. When Is Quoted column contains 'Y' for all the material / service in the tender then only Generate Document button and Choose File buttons are enabled.

After uploading digitally signed financial (commercial) bid, click Submit button to submit the financial (commercial) bid.

The button "Generate Document" will be enabled only when the bidder has uploaded all the required price document's for the selected item. When enabled click on this button to download PDF file. This PDF file is the price bid of the bidder. The downloaded PDF file is valid for few minutes (upto 20 minutes) so, IMMEDIATELY digitally sign it using SECURE SIGN software. SECURE SIGN software is available in DOWNLOAD section on homepage of etender.mahadiscom.in. Do not change name of the downloaded file also do not modify it. The SECURE SIGN software contains instructional manual that will guide you through the digital signing process.

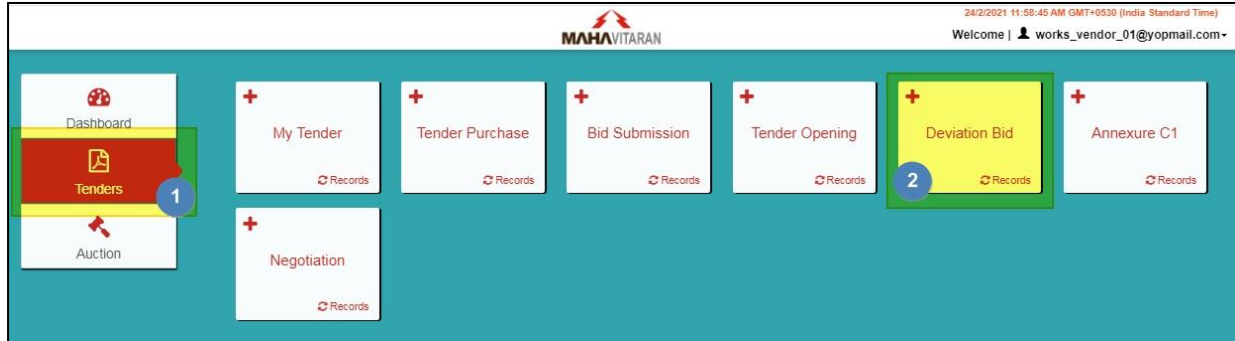
Step 14: After submitting confirmation of commercial bid a dialog box will appear that will inform that the bid is submitted. Please note the bid reference number for further communication.



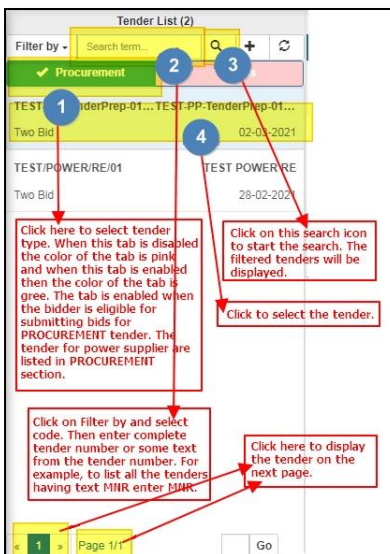
Steps to submit deviation bids for POWER PURCHASE tender.

To submit deviation bids for POWER PURCHASE tender perform following steps:

Step 1: Access <https://etender.mahadiscom.in/eatApp/>. The MSEDCI's E-Tender homepage is displayed. Login to the E-Tender Portal with valid credentials. Click the Tenders > Deviation Bid



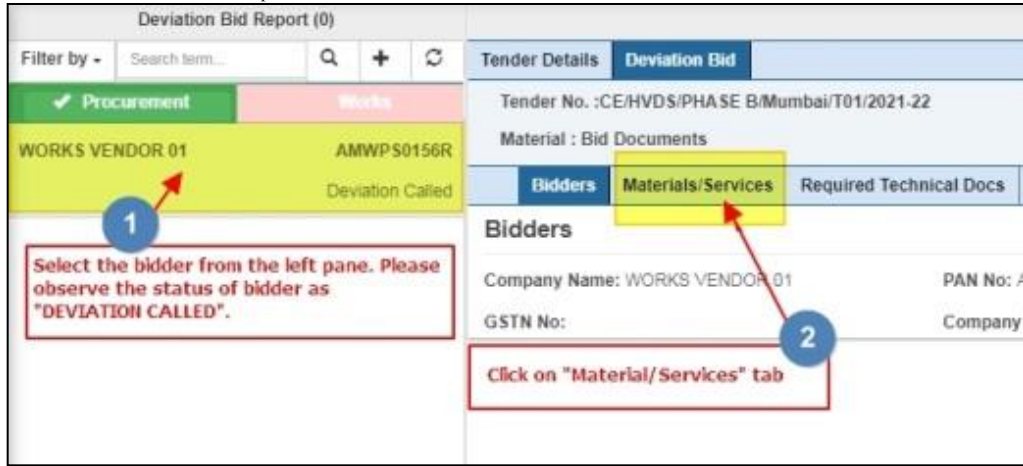
Step 2: Select type of tender i.e. PROCUREMENT. The list of tenders for deviation bid submission will be displayed in the left pane. The list can be filtered to display a specific tender. Navigation to next page is also provided. Choose the tender for deviation bid submission by clicking on the item in the list.



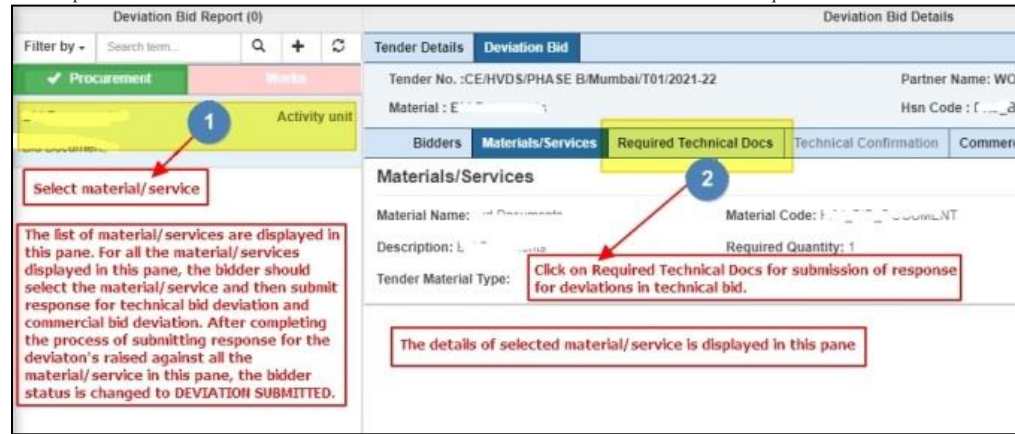
Step 3: The selected tender is displayed in the right pane and the Deviation Bid tab is enabled. Click on Deviation Bid tab.



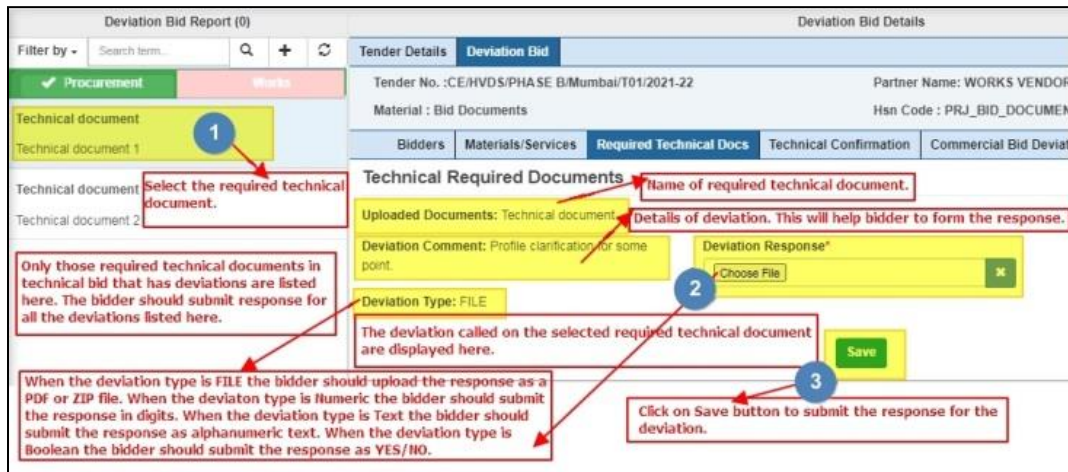
Step 4: Select the bidder from the left pane. The details of bidder will be displayed in the right pane. Select Material/Services tab from the right pane. Please notice that the status of bidder in left pane is DEVIATION CALLED. This is because clarifications are called from the bidder.



Step 5: To submit response to the deviations in technical bid of the selected material/service click on "Required Technical Docs" tab.



Step 6: One by one select required technical document from the list in left pane and then submit the response for the deviation.



Step 7:After submitting response for all the deviations in the list of required technical documents the bidder should submit confirmation.

Technical Confirmation

Download Technical Deviation PDF

Digital Sign Deviation Bid

Choose File

I Submit Deviation For The Selected Item

Upload the digitally signed confirmation.

Submit the uploaded digitally signed confirmation.

Submit

Please ensure that responses for all the deviations in required technical document are submitted. Then click on this button to download a PDF file. This PDF file is the response from the bidder for the deviations in required technical document. The downloaded PDF file is valid for few minutes (up to 20 minutes) so, IMMEDIATELY sign it using SECURE SIGN software. SECURE SIGN software is available in DOWNLOAD section on homepage of etender.mahadiscom.in Do not change name of the downloaded file also, do not modify it. The secure sign software contains instructional manual that will guide through the digitally signing process.

Step 8:Submit response for all the deviations in commercial bid.

Deviation Bid Report (0)

Deviation Bid Details

Filter by - Search term...

Procurement Works

Offer submitted duly dig...

Whether Tender Fees an...

If Tender Fees and EIT

- MSE registration cert
- Notarized Valid NSIC
- Whether quoted item

The list of deviations for commercial bid are listed in this left pane. One by one select the deviation and submit the response for all the deviations listed in this left pane.

Select the commercial bid deviation.

Upload the response for the deviation.

Deviation Bid Details

Tender No. :CE/HVDS/PHASE B/Mumbai/T01/2021-22 Partner Name: WORKS VENDOR 01

GSTIN Number : CRN Number : WORKS_VENDOR_01

Bidders Materials/Services Required Technical Docs Technical Confirmation Commercial Bid Deviation Required Com

Commercial Bid Deviation

Scrutiny Point: Offer submitted duly digitally signed

Scrutiny Point Description: Offer submitted duly digital

Deviation Comment: Not received

Deviation Response*

Choose File

Deviation Type: FILE

Submit the response.

Save

The details of selected deviation are displayed in the right pane.

Step 9: Submit response for all the deviations in the list of required commercial documents.

Deviation Bid Report (0)

Deviation Bid Details

Filter by - Search term...

Procurement Works

Commercial Document

Commercial Document 2

Commercial Document

Commercial Document 1

Only those required commercial documents that has deviations are listed here. The bidder should one by one select a required commercial document from the list then submit the response for the deviation.

Click the name of required commercial document to select it.

Details of the deviation are displayed here.

Deviation Bid Details

Tender No. :CE/HVDS/PHASE B/Mumbai/T01/2021-22 Partner Name: WORKS VENDOR 01

GSTIN Number : CRN Number : WORKS_VENDOR_01

Bidders Materials/Services Required Technical Docs Technical Confirmation Commercial Bid Deviation Required Commercial Docs Com

Commercial Required Documents

Uploaded Documents: Commercial Document

Deviation Comment: Is this final commercial?

Deviation Type: YES/NO

Deviation Response*

Select

Update the response for the selected deviation.

Save

Click here to submit the response.

After selecting the required commercial document the details of deviation are displayed in this pane. The bidder should submit the response for the deviation.

Step 10: After submitting responses for all the deviations in commercial bid and required commercial documents the bidder should submit confirmation.

Step 11: After submitting the confirmation the status of the bidder is changed to Deviation Bid Submitted.

Technical Specification Item: Power Procurement Renewable Energy



Maharashtra State Electricity Distribution Company Limited

SPECIFICATION NO.MMC: MSC/DB/01 /2018

TECHNICAL SPECIFICATION

For

Power Procurement Renewable Energy

For

DISTRIBUTION SYSTEM

IN

MSEDCL

Power Trading Renewal Energy Version 1

Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Format 6.7	Price Section	Power Procurement	Financial Proposal
2	Format 6.3 A	Technical Section	Power Procurement	Earnest Money Deposit
3	Format 6.4	Technical Section	Power Procurement	Board Resolution
4	Format 6.5	Technical Section	Power Procurement	Consortium Agreement
5	Format 6.6	Technical Section	Power Procurement	Disclosure
6	Other Documents	Technical Section	Power Procurement	Any other documents
7	Statutory license/ GST	Technical Section	Power Procurement	Statutory license/ GST
8	Format 6.2	Technical Section	Power Procurement	POwer of Attorney
9	Registration Certificate	Technical Section	Power Procurement	Company/Co-operative/ any other
10	Format 6.1	Technical Section	Power Procurement	Covering Letter
11	Share Holding Pattern	Commercial Section		Share Holding Pattern
12	Promoters & Share holding	Commercial Section		CA certified
13	Other Documents	Commercial Section		Any other documents
14	Networth of Bidder	Commercial Section		Networth Certificate CA certified
15	MOA&AOA	Commercial Section		MOA&AOA/ Bye Laws
16	Certificate of Incorporation	Commercial Section		Certificate of Incorporation
17	Liquidity of Bidder	Commercial Section		Turnover Certificate CA certified