



(A Govt. of Maharashtra Undertaking)
CIN: U40109MH2005SGC153645

Maharashtra State Electricity Distribution Co. Ltd.

Office of the Chief Engineer (Power Purchase)
"Prakashgad", 5th Floor, Station Road, Bandra (E), Mumbai -400 051.
Tel.: (P) 26580645, (D) 26474211, Fax : (022) 2658 0656
Email: cepp@mahadiscom.in, Website: www.mahadiscom.com

No. PP/MERC/RE/Petition/

10047/1

Date:

6 April 2018

To,
The Secretary,
Maharashtra Electricity Regulatory Commission,
13th Floor, Centre No.1, World Trade Centre,
Cuffe Parade, Colaba,
Mumbai – 400 005.

Sub: Filing of petition for seeking approval for deviation in bidding document from MoP guidelines for long term procurement of solar power under 'Mukhyamantri Sour Krishi Vahini Yojana' with 2 to 10 MW capacity projects connected to distribution network with total quantum of 1000 MW through competitive bidding (E-reverse auction); under section 19 of MERC (RPO, its compliance and implementation of REC framework) Regulations, 2016*

Ref: MERC (Renewable Purchase Obligation, its Compliance and Implementation of Renewable Energy Certificate Framework) Regulations, 2016

Respected Sir,

Please find enclosed herewith the petition for long term procurement of solar power under 'Mukhyamantri Sour Krishi Vahini Yojana' with 2 to 10 MW capacity projects connected to distribution network with total quantum of 1000 MW through competitive bidding (E-reverse auction) under section 19 of MERC (RPO, its compliance and implementation of REC framework) Regulations, 2016 on behalf of MSEDCL.

The requisite fee is submitted herewith in the form of Demand Draft No. 635159 dated 26.04.2018.

Submitted for your further needful please.

Thanking you.

Yours faithfully,

Chief Engineer (Power Purchase)

Copy s.w.r. to: The Director (Commercial), MSEDCL, Mumbai.

#635159# 00004000

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Authorized Signatory / AUTHORIZED OFFICIAL/S
Please sign above

STATE BANK OF INDIA

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FOR BANK OF INDIA

FOR NON VALUE RECEIVED

FOR PAY ORDER / ON ORDER

XXXXXXXXXX

ON DEMAND PAY

FOR PAYEE ONLY

STATE BANK OF INDIA
FOR PAYEE ONLY

BEFORE THE MAHARASHTRA STATE REGULATORY
COMMISSION



CASE NO. OF 2018

Filing No. _____

IN THE MATTER OF

Petition for seeking approval for deviation in standard bidding document for long term procurement of solar power under 'Mukhyamantri Sour Krishi Vahini Yojana' with 2 to 10 MW capacity projects connected to distribution network with total quantum of 1000 MW through competitive bidding,

IN THE MATTER OF

Regulation 19 of MERC (Renewable Purchase Obligations, its compliance and implementation of REC framework) Regulations, 2016;

AND

Regulation 94 of MERC (Conduct of Business) Regulation, 2004.

Maharashtra State Electricity Distribution Company Ltd

.....Petitioner;

Affidavit in support of petition

I, Kavita Gharat , aged 40 years, having my office at MSEDCL, Prakashgad, Bandra (E), Mumbai- 400 051, do hereby solemnly affirm and state as under;

I am Chief Engineer (Power Purchase) of the Maharashtra State Electricity Distribution Co. Ltd, (herein after referred to as "MSEDCL" for the sake of brevity), in the above matter and am duly authorized to make this affidavit.

The averments made in the enclosed petition are based on the information received from the concerned officers of the Company and I believe them to be true.

I say that there are no proceedings pending in any court of law/ tribunal or arbitrator or any other authority, wherein the Petitioners are a party and where issues arising and/or reliefs sought are identical or similar to the issues arising in the matter pending before the Commission.

I solemnly affirm at Mumbai on this th Day of April 2018 that the contents of this affidavit are true to my knowledge, no part of it is false and nothing material has been concealed there from.

The Petitioner respectfully submits as under:

1. Background:

- 1.1. Maharashtra State Electricity Distribution Co. Ltd. (hereinafter to be referred to as "MSEDCL" or "the Petitioner") has been incorporated under Indian Companies Act, 1956 pursuant to decision of Government of Maharashtra to reorganize erstwhile Maharashtra State Electricity Board (herein after referred to as "MSEB").
- 1.2. MSEDCL is a Company constituted under the provisions of Government of Maharashtra, General Resolution No. PLA-1003/C.R.8588/Energy-5 dated 25th January 2005 and is duly registered with the Registrar of Companies, Mumbai on 31st May 2005.
- 1.3. MSEDCL is functioning in accordance with the provisions envisaged in the Electricity Act, 2003 and is engaged, within the framework of the Electricity Act, 2003, in the business of Distribution of Electricity to its consumers situated over the entire State of Maharashtra, except some parts of city of Mumbai.

2. Procurement of solar power on long term basis through competitive bidding:

- 2.1. It is respectfully submitted that ,the Ministry of Power (MoP), vide its Notification dated 03.08.2017, has issued Guidelines under Section 63 of the Electricity Act (EA), 2003 for Tariff- based Competitive Bidding for long-term procurement of 5 MW and above from grid-connected Solar PV Power Projects.
- 2.2. The guidelines are applicable for the individual solar project having 5 MW and above capacity.

3. Mukhyamantri Sour Krishi Vahini Yojana:-

- 3.1. The Govt. of Maharashtra (GoM) vide Government Resolution (G.R) dated 14.06.2017 has issued policy under” Mukhyamantri Sour Krishi Vahini Yojana” to supply the power to AG consumers during day time by installation of Solar projects on PPP basis by MAHAGENCO.
- 3.2. The GoM vide G.R. dated 17.03.2018 modified the earlier G.R dated 14.06.2017 of “Mukhyamantri Sour Krishi Vahini Yojana". Accordingly, the GoM has appointed MSEDCL as implementation agency in addition to MSPGCL for flexibility and speedy implementation of scheme for giving day time power to AG consumers.

4. Procurement of Long term 1000 MW Solar power under “Mukhyamantri Sour Krishi Vahini Yojana” through competitive bidding:

- 4.1. It is to submit that around 20 circles (218 Taluka) out of 44 circles of MSEDCL is having day time Agriculture load predominant (**Annexure-A**). Hence the day time AG load of these circles can be catered through procurement of solar power from grid connected Solar Power Plants under this scheme and also helpful for fulfillment of the solar RPO target. MSEDCL is in cumulative short fall of 2050 MUs solar RPO obligation upto Mar-17.
- 4.2. As such, MSEDCL is willing to procure solar Power on long term basis under ‘Mukhyamantri Sour Krishi Vahini Yojana’ with 2 to 10 MW capacity projects connected to distribution network(11 KV/22 KV level) with total

quantum of 1000 MW or more through competitive bidding to supply power during day time to AG consumers and to mitigate MSEDCL's RPO requirement.

- 4.3. It is submitted that competitive bidding will be done circle wise as under:
- i. The Taluka wise maximum capacity to be installed of that circle 10 MW (Cumulative).
 - ii. The Circle wise maximum capacity to be installed is 50 MW (Cumulative)
 - iii. The individual project capacity shall be 2 to 10 MW connected at 11/22 KV level.
 - iv. Circle wise competitive bidding will be done with ceiling rate of Rs. 3.30/- p. u.

The maximum capacity limit may be increased depending on the tariff discovered in the bidding process with sole discretion of MSEDCL from 10 MW to upto 20MW for the particular taluqa and from 50 MW to upto 100 MW for that Circle at the sole discretion of MSEDCL from the remaining bidders.

- 4.4. The benefits of this procurement from solar projects connected at MSEDCL's substations on 11 kV/22 kV are as under:
- a) The day time AG load can be catered through Solar power generated in that area.
 - b) The generated power will be consumed at local level for agriculture consumers hence, the losses corresponding to this load, which is now being drawn from EHV to distribution network, will get reduced (present STU loss 3.29 % and willing losses of 33 KV are 6 % for FY 2017-18).
 - c) It will give load relief to upward power system and infrastructure requirement will be reduced.
 - d) The solar power from these projects will be counted for MSEDCL's solar RPO target mitigation.

- 4.5. It is submitted that competitive bidding will be done circle wise with ceiling rate of Rs.3.30/- Per unit. The power will be procured at the taluka/circle-wise rate discovered through tariff based Competitive bidding.

In the proposed RfS, the delivery point is at 11/22 KV busbar level of distribution substation with minimum bid capacity of 2 MW. Hence, considering STU loss (3.29 % for FY 2017-18) and wheeling loss of 33 KV (6%), the ceiling rate of Rs. 3.30/- per unit is fixed.

- 4.6. It is respectfully submitted that the tender documents will be prepared as per MoP guidelines for solar power procurement through competitive bidding with deviations in minimum bid capacity from 5 MW to 2 MW only.
- 4.7. The only deviation in the draft bidding document (RfS) as compared the MoP guidelines proposed is as under:

Clause	Clause in Guidelines	Deviation in Clause	Remark
Minimum Capacity of Project/Applicability of guidelines	Solar PV Power Projects ('Projects'), having size of 5 MW and above	The minimum project capacity shall be 2 MW at single location	To participate more number of small bidders, the minimum project capacity is deviated 2 MW at single location, and to have local distributed generation under 'Mukhyamantri Sour Krishi Vahini Yojana'

- 4.8. As per the provision mentioned in MoP guidelines at clause no. 3.1 (b), procurer shall inform the initiation of bidding process to Hon'ble Commission.
- 4.9. The Hon. Commission in its order dated 06.12.2017 for Case No. 157 of 2017; seeking approval of Long/Medium/Short term procurement of Renewable Energy through Competitive Bidding has ruled that MSEDCL

shall come before the Commission through specific Petition prior to the bidding process only if MSEDCL requires any deviation with respect to the bidding documents.

- 4.10. MSEDCL have already requested for necessary approval to the deviations in the draft bidding document (RfS), as per clause no. 3.1 (b) of MoP guidelines dated 03.08.2017 vide Case No.191 of 2017.
- 4.11. MSEDCL is hereby filing this petition before Hon'ble Commission for necessary approval to the deviations, as per clause no. 3.1 (b) of MoP guidelines.
- 4.12. MSEDCL is initiating tendering process in anticipation of Hon'ble Commission's approval and will approach to the Hon'ble Commission for adoption of tariff offered under Section 63 of the EA, 2003 after completion of bidding process.

5. Prayers:

In view of the above, the Petitioner respectfully prays to the Hon'ble Commission:

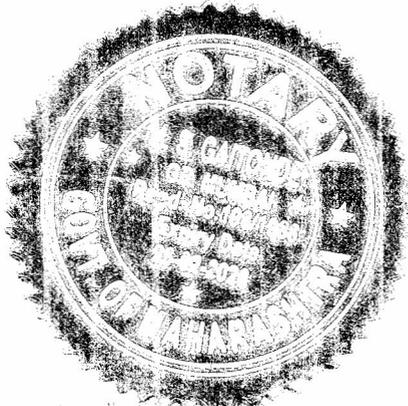
- a) To accord approval for initiation of taluka/circle wise competitive bidding process for procurement Solar power under 'Mukhyamantri Sour Krishi Vahini Yojana' from Solar power projects connected at 11/22 KV level to distribution substation with individual project capacity of 2 to 10 MW through competitive bidding upto 10 MW in taluka and 50 MW circle wise.
- b) To accord approval for increase in maximum capacity limit from 10 MW to 20 MW for particular taluka and 50 MW to upto 100 MW for that circle depending on tariff discovered in the bidding process with sole discretion of MSEDCL.
- c) To accord approval for deviation in standard bidding guidelines and allow to incorporate this deviation in the bid document (RfS) and PPA.
- d) To allow to consider this power procurement to fulfill MSEDCL's RPO requirement under the provisions of the Regulation 19 of MERC (RPO, Its Compliance and Implementation of REC Framework) Regulations, 2016.

- e) To consider the submission made by the Petitioner and consider the same positively while deciding the Petition as well as for further actions;
- f) To pass any other order/relief as the Hon'ble Commission may deem fit and appropriate under the circumstances of the case and in the interest of justice;
- g) To condone any error/omission and to give opportunity to rectify the same;
- h) To permit the Petitioner to make further submissions, addition and alteration to this Petition as may be necessary from time to time.

Shakti
Chief Engineer (Power Purchase)

Place: *Mumbai*

Date: *26/12/2018*



Identified by me

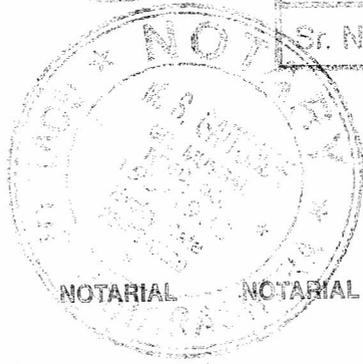
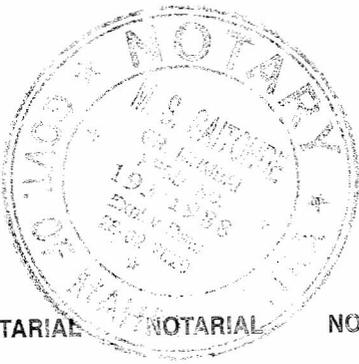
Appld
AKHILESH TRIPATHI
B.A., LL.B.
ADVOCATE
Office No. 120/121, 1st floor,
Bhaskar Building 2nd Floor, K. Maru
Bangs (2nd) Mumbai - 400 051.

BEFORE ME



M. S. GAITONDE
B.A., LL.M.
NOTARY
GREATER MUMBAI
GOVT. OF MAHARASHTRA
INDIA

NOTED	REGISTER
Sr. No. <i>116</i> / <i>26-12-2018</i>	



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Annexure - A: List of 218 Talukas

S.N	Taluka	Circle	State	Max. Bid Quantity	Unit_of_Measure
1	Achalpur	Amravati	Maharashtra	10	MW
2	Amravati	Amravati	Maharashtra	10	MW
3	Anjangaon-Surji	Amravati	Maharashtra	10	MW
4	Bhatukali	Amravati	Maharashtra	10	MW
5	Chandur	Amravati	Maharashtra	10	MW
6	Chandurbazar	Amravati	Maharashtra	10	MW
7	Chikhaldara	Amravati	Maharashtra	10	MW
8	Daryapur	Amravati	Maharashtra	10	MW
9	Dhamangaon	Amravati	Maharashtra	10	MW
10	Dharni(Amravati)	Amravati	Maharashtra	10	MW
11	Morshi	Amravati	Maharashtra	10	MW
12	Nandgaon(Khandeshwar)	Amravati	Maharashtra	10	MW
13	Tiosa	Amravati	Maharashtra	10	MW
14	Warud	Amravati	Maharashtra	10	MW
15	Bhandara	Bhandara	Maharashtra	10	MW
16	Lakhandur	Bhandara	Maharashtra	10	MW
17	Lakhni	Bhandara	Maharashtra	10	MW
18	Mohadi	Bhandara	Maharashtra	10	MW
19	Pauni	Bhandara	Maharashtra	10	MW
20	Sakoli	Bhandara	Maharashtra	10	MW
21	Tumsar	Bhandara	Maharashtra	10	MW
22	Buldhana	Buldhana	Maharashtra	10	MW
23	Chikhli	Buldhana	Maharashtra	10	MW
24	Deulgaon Raja	Buldhana	Maharashtra	10	MW
25	Jalgaon Jamod	Buldhana	Maharashtra	10	MW
26	Khamgaon	Buldhana	Maharashtra	10	MW
27	Lonar	Buldhana	Maharashtra	10	MW
28	Malkapur	Buldhana	Maharashtra	10	MW
29	Mehkar	Buldhana	Maharashtra	10	MW
30	Motala	Buldhana	Maharashtra	10	MW
31	Nandura	Buldhana	Maharashtra	10	MW
32	Sangrampur	Buldhana	Maharashtra	10	MW
33	Shegaon	Buldhana	Maharashtra	10	MW
34	Sindkhed Raja	Buldhana	Maharashtra	10	MW
35	Ballarpur	Chandrapur	Maharashtra	10	MW
36	Bhadravati	Chandrapur	Maharashtra	10	MW
37	Bramhapuri	Chandrapur	Maharashtra	10	MW
38	Chandrapur	Chandrapur	Maharashtra	10	MW
39	Chimur	Chandrapur	Maharashtra	10	MW
40	Gondpimpri	Chandrapur	Maharashtra	10	MW
41	Jivati	Chandrapur	Maharashtra	10	MW
42	Korpana	Chandrapur	Maharashtra	10	MW
43	Mul	Chandrapur	Maharashtra	10	MW
44	Nagbhid	Chandrapur	Maharashtra	10	MW
45	Pombhurna	Chandrapur	Maharashtra	10	MW
46	Rajura	Chandrapur	Maharashtra	10	MW
47	Saoli	Chandrapur	Maharashtra	10	MW
48	Sindewahi	Chandrapur	Maharashtra	10	MW
49	Warora	Chandrapur	Maharashtra	10	MW

50	Bhiwapur	Nagpur	Maharashtra	10	MW
51	Hingna	Nagpur	Maharashtra	10	MW
52	Kalameshwar	Nagpur	Maharashtra	10	MW
53	Kamptee	Nagpur	Maharashtra	10	MW
54	Katol	Nagpur	Maharashtra	10	MW
55	Kuhi	Nagpur	Maharashtra	10	MW
56	Mouda	Nagpur	Maharashtra	10	MW
57	Nagpur(Rural)	Nagpur	Maharashtra	10	MW
58	Narkhed	Nagpur	Maharashtra	10	MW
59	Parseoni	Nagpur	Maharashtra	10	MW
60	Ramtek	Nagpur	Maharashtra	10	MW
61	Savner	Nagpur	Maharashtra	10	MW
62	Umred	Nagpur	Maharashtra	10	MW
63	Arni	Yavatmal	Maharashtra	10	MW
64	Babhulgaon	Yavatmal	Maharashtra	10	MW
65	Darwha	Yavatmal	Maharashtra	10	MW
66	Digras	Yavatmal	Maharashtra	10	MW
67	Ghatanji	Yavatmal	Maharashtra	10	MW
68	Kalamb	Yavatmal	Maharashtra	10	MW
69	Kelapur (Pandharkawada)	Yavatmal	Maharashtra	10	MW
70	Mahagaon	Yavatmal	Maharashtra	10	MW
71	Maregaon	Yavatmal	Maharashtra	10	MW
72	Ner	Yavatmal	Maharashtra	10	MW
73	Pusad	Yavatmal	Maharashtra	10	MW
74	Ralegaon	Yavatmal	Maharashtra	10	MW
75	Umardhed	Yavatmal	Maharashtra	10	MW
76	Wani	Yavatmal	Maharashtra	10	MW
77	Yavatmal	Yavatmal	Maharashtra	10	MW
78	Zari Jamani	Yavatmal	Maharashtra	10	MW
79	Akole	Ahmednagar	Maharashtra	10	MW
80	Jamkhed	Ahmednagar	Maharashtra	10	MW
81	Karjat	Ahmednagar	Maharashtra	10	MW
82	Kopargaon	Ahmednagar	Maharashtra	10	MW
83	Nagar	Ahmednagar	Maharashtra	10	MW
84	Nevasa	Ahmednagar	Maharashtra	10	MW
85	Parner	Ahmednagar	Maharashtra	10	MW
86	Pathardi	Ahmednagar	Maharashtra	10	MW
87	Rahata	Ahmednagar	Maharashtra	10	MW
88	Rahuri	Ahmednagar	Maharashtra	10	MW
89	Sangamner	Ahmednagar	Maharashtra	10	MW
90	Shevgaon	Ahmednagar	Maharashtra	10	MW
91	Shrigonda	Ahmednagar	Maharashtra	10	MW
92	Shrirampur	Ahmednagar	Maharashtra	10	MW
93	Baramati	Baramati	Maharashtra	10	MW
94	Bhor	Baramati	Maharashtra	10	MW
95	Daund	Baramati	Maharashtra	10	MW
96	Indapur	Baramati	Maharashtra	10	MW
97	Purandhar(Saswad)	Baramati	Maharashtra	10	MW
98	Shirur	Baramati	Maharashtra	10	MW
99	Ajra	Kolhapur	Maharashtra	10	MW
100	Bhudargad	Kolhapur	Maharashtra	10	MW
101	Chandgad	Kolhapur	Maharashtra	10	MW
102	Gadhinglaj	Kolhapur	Maharashtra	10	MW
103	Gaganbawada	Kolhapur	Maharashtra	10	MW
104	Hatkanangale	Kolhapur	Maharashtra	10	MW
105	Kagal	Kolhapur	Maharashtra	10	MW

106	Karvir	Kolhapur	Maharashtra	10	MW
107	Panhala	Kolhapur	Maharashtra	10	MW
108	Radhanagari	Kolhapur	Maharashtra	10	MW
109	Shahuwadi	Kolhapur	Maharashtra	10	MW
110	Shirol	Kolhapur	Maharashtra	10	MW
111	Atpadi	Sangli	Maharashtra	10	MW
112	Jat	Sangli	Maharashtra	10	MW
113	Kadegaon	Sangli	Maharashtra	10	MW
114	Kavathe-Mahankal	Sangli	Maharashtra	10	MW
115	Khanapur-Vita	Sangli	Maharashtra	10	MW
116	Miraj	Sangli	Maharashtra	10	MW
117	Palus	Sangli	Maharashtra	10	MW
118	Shirala	Sangli	Maharashtra	10	MW
119	Tasgaon	Sangli	Maharashtra	10	MW
120	Walwa(Islampur)	Sangli	Maharashtra	10	MW
121	Akkalkot	Solapur	Maharashtra	10	MW
122	Barshi	Solapur	Maharashtra	10	MW
123	Karmala	Solapur	Maharashtra	10	MW
124	Madha	Solapur	Maharashtra	10	MW
125	Malshiras	Solapur	Maharashtra	10	MW
126	Mangalvedhe	Solapur	Maharashtra	10	MW
127	Mohol	Solapur	Maharashtra	10	MW
128	Pandharpur	Solapur	Maharashtra	10	MW
129	Sangole	Solapur	Maharashtra	10	MW
130	Solapur North	Solapur	Maharashtra	10	MW
131	Solapur South	Solapur	Maharashtra	10	MW
132	Gangapur	Aurangabad	Maharashtra	10	MW
133	Kannad	Aurangabad	Maharashtra	10	MW
134	Khuldabad	Aurangabad	Maharashtra	10	MW
135	Paithan	Aurangabad	Maharashtra	10	MW
136	Phulambri	Aurangabad	Maharashtra	10	MW
137	Sillod	Aurangabad	Maharashtra	10	MW
138	Soegaon	Aurangabad	Maharashtra	10	MW
139	Vaijapur	Aurangabad	Maharashtra	10	MW
140	Ambejogai	Beed	Maharashtra	10	MW
141	Ashti	Beed	Maharashtra	10	MW
142	Beed	Beed	Maharashtra	10	MW
143	Dharur	Beed	Maharashtra	10	MW
144	Georai	Beed	Maharashtra	10	MW
145	Kaij	Beed	Maharashtra	10	MW
146	Majalgaon	Beed	Maharashtra	10	MW
147	Parli	Beed	Maharashtra	10	MW
148	Patoda	Beed	Maharashtra	10	MW
149	Shirur-Kasar	Beed	Maharashtra	10	MW
150	Wadwani	Beed	Maharashtra	10	MW
151	Ambad	Jalna	Maharashtra	10	MW
152	Badnapur	Jalna	Maharashtra	10	MW
153	Bhokardan	Jalna	Maharashtra	10	MW
154	Ghansawangi	Jalna	Maharashtra	10	MW
155	Jafrabad	Jalna	Maharashtra	10	MW
156	Jalna	Jalna	Maharashtra	10	MW
157	Mantha	Jalna	Maharashtra	10	MW
158	Partur	Jalna	Maharashtra	10	MW
159	Ahmadpur	Latur	Maharashtra	10	MW
160	Ausa	Latur	Maharashtra	10	MW
161	Chakur	Latur	Maharashtra	10	MW

162	Deoni	Latur	Maharashtra	10	MW
163	Jalkot	Latur	Maharashtra	10	MW
164	Latur	Latur	Maharashtra	10	MW
165	Nilanga	Latur	Maharashtra	10	MW
166	Renapur	Latur	Maharashtra	10	MW
167	Shirur Anantpal	Latur	Maharashtra	10	MW
168	Udgir	Latur	Maharashtra	10	MW
169	Ardhapur	Nanded	Maharashtra	10	MW
170	Bhokar	Nanded	Maharashtra	10	MW
171	Biloli	Nanded	Maharashtra	10	MW
172	Deglur	Nanded	Maharashtra	10	MW
173	Dharmabad	Nanded	Maharashtra	10	MW
174	Hadgaon	Nanded	Maharashtra	10	MW
175	Himayatnagar	Nanded	Maharashtra	10	MW
176	Kandhar	Nanded	Maharashtra	10	MW
177	Kinwat	Nanded	Maharashtra	10	MW
178	Loha	Nanded	Maharashtra	10	MW
179	Mahur	Nanded	Maharashtra	10	MW
180	Mudkhed	Nanded	Maharashtra	10	MW
181	Mukhed	Nanded	Maharashtra	10	MW
182	Naigaon(Khairgaon)	Nanded	Maharashtra	10	MW
183	Nanded	Nanded	Maharashtra	10	MW
184	Umri	Nanded	Maharashtra	10	MW
185	Dhule	Dhule	Maharashtra	10	MW
186	Sakri	Dhule	Maharashtra	10	MW
187	Shirpur	Dhule	Maharashtra	10	MW
188	Sindkheda	Dhule	Maharashtra	10	MW
189	Amalner	Jalgaon	Maharashtra	10	MW
190	Bhadgaon	Jalgaon	Maharashtra	10	MW
191	Bhusawal	Jalgaon	Maharashtra	10	MW
192	Bodwad	Jalgaon	Maharashtra	10	MW
193	Chalisgaon	Jalgaon	Maharashtra	10	MW
194	Chopda	Jalgaon	Maharashtra	10	MW
195	Dharangaon	Jalgaon	Maharashtra	10	MW
196	Erandol	Jalgaon	Maharashtra	10	MW
197	Jalgaon	Jalgaon	Maharashtra	10	MW
198	Jamner	Jalgaon	Maharashtra	10	MW
199	Muktainagar(Edalabad)	Jalgaon	Maharashtra	10	MW
200	Pachora	Jalgaon	Maharashtra	10	MW
201	Parola	Jalgaon	Maharashtra	10	MW
202	Raver	Jalgaon	Maharashtra	10	MW
203	Yawal	Jalgaon	Maharashtra	10	MW
204	Baglan(Satana)	Malegaon	Maharashtra	10	MW
205	Deola	Malegaon	Maharashtra	10	MW
206	Kalwan	Malegaon	Maharashtra	10	MW
207	Malegaon	Malegaon	Maharashtra	10	MW
208	Nandgaon	Malegaon	Maharashtra	10	MW
209	Yeola	Malegaon	Maharashtra	10	MW
210	Chandwad	Nashik	Maharashtra	10	MW
211	Dindori	Nashik	Maharashtra	10	MW
212	Igatpuri	Nashik	Maharashtra	10	MW
213	Nashik	Nashik	Maharashtra	10	MW
214	Niphad	Nashik	Maharashtra	10	MW
215	Peth	Nashik	Maharashtra	10	MW
216	Sinnar	Nashik	Maharashtra	10	MW
217	Surgana	Nashik	Maharashtra	10	MW

218	Trimbakeshwar	Nashik	Maharashtra	10	MW
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Maharashtra State Electricity Distribution Co. Ltd.

REQUEST FOR SELECTION (RfS)

FOR PROCUREMENT OF 1000 MW (AC) SOLAR POWER FROM PROJECTS TO BE DEVELOPED IN 218 TALUKAS OF MAHARASHTRA THROUGH COMPETITIVE BIDDING PROCESS

RfS No. MSEDCL /PP/NCE/2018/1000 MW Solar/T-04 dated 27/04/2018

ISSUED BY

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

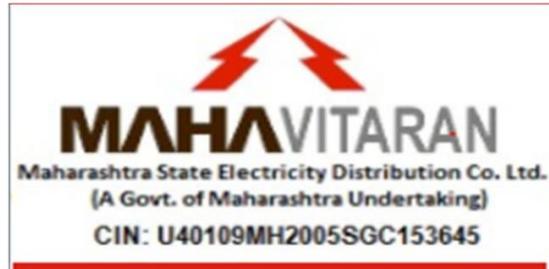


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DISCLAIMER:

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 **fifteen (15) 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: 27.04.2018

Bid Information Sheet

Document Description	RfS Document for procurement of 1000 MW (AC) solar power from projects to be developed in 218 Talukas of Maharashtra through competitive bidding process.
RfS No.& Date	MSEDCL /PP/NCE/2018/1000 MW Solar/T-04 dated 27/04/2018
Downloading of tender documents	27.04.2018
Pre-bid Conference / Clarification Meeting Date & Location	Date: 08.05.2018 , Time: 11:00 Hrs. 6 th Floor, “Prakashgad”, MSEDCL, Station Road, Bandra (E), Mumbai -400 051.
Last date & Time for a) Online Submission of Response to RfS and b) All documents as per Section 3.21A physically at MSEDCL office, Mumbai	Date : 22.05.2018 , Time: 11:00 Hrs.
Technical Bid Opening	Date : 23.05.2018 Time : 11:00 Hrs.
Financial Bid Opening	Will be intimated to the technical qualified bidder.
Ceiling Tariff	Rs. 3.30 per unit
Cost of RfS Document (non-refundable)	Rs. 25000/- (Plus applicable GST) (to be submitted in the form of DD/Pay Order, along with the response to RfS in favour of “Maharashtra State Electricity Distribution Co. Ltd.”, payable at Mumbai)
Processing Fee (non-refundable)	Rs. 3 Lakhs plus applicable GST as on last date of bid submission for each response/bid, to be submitted in the form of DD/Pay Order along with the response to RfS in favour of “Maharashtra State Electricity Distribution Co. Ltd.”, payable at Mumbai)
EMD	Earnest Money @ Rs. 8 Lakh / MW / Project 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 (Power Purchase) Maharashtra State Electricity Distribution Co. Ltd., Power Purchase Section, 5th Floor, 'Prakashgad', Bandra (East), Mumbai - 400 051 Tel No. 022-26474211 Email – ncetendermsedcl@gmail.com	
Details of persons to be contacted in case of any assistance required	<p>1) Mr. S. S. Rajput Superintending Engineer (NCE) Ph: 022-26474211 (Ext. 2322)</p> <p>2) Mr. B. Y. Gawai Executive Engineer (CP) Ph: 022-26474211 (Ext. 2416)</p>	
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
Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the websites www.mahadiscom.in and www.tcil-india-electronictender.com . No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.		

For conducting the e-bidding, MSEDCL will use the portal <https://www.tcil-india-electronictender.com> of Telecommunications Consultants India Limited (TCIL), which is a Government of India undertaking (e-bidding Portal). Bidders are required to register themselves online with TCIL (if they are not already registered), as 'Supply organization/Bidder', by paying 'Buyer-specific Annual Portal Registration Fee' to TCIL, through the payment gateway facility of the E-bidding Portal of INR 3,000 (Indian Rupees Three Thousand) (plus applicable taxes as indicated in the e-bidding Portal), and subsequently download the RfS and other Bid Documents from the E-bidding Portal. It is further clarified that in case a Bidder intends to participate in tenders published by any other organization on the E-bidding Portal, the 'Annual Portal Registration Fee' payable is INR 6,000 (Indian Rupees Six Thousand) (plus applicable taxes as indicated in the E-bidding

Portal). A Bidder, who is already validly registered on the E-bidding Portal need not register again on the E-bidding Portal.

Additionally, prior to the submission of the Proposal, a Bidder is required to pay online (through the payment gateway facility on the E-bidding Portal) a non-refundable ETS bidding fee of INR 15,000 (Indian Rupees Fifteen Thousand only) (plus applicable taxes as indicated in the e-bidding Portal).

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) and Maharashtra State Electricity Transmission Co. Ltd. (Mahatransco) 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 has appointed MSEDCL as a implementing agency for 'Mukhyamantri Solar Ag feeder Scheme' for giving day time power to Agricultural consumers. Being the Distributed generation of solar power projects under this scheme, the power will be consumed for agriculture load at local level. Hence, the distribution losses will be reduced. Also, in order to fulfill the renewable power purchase obligation (RPO) and to meet the future power requirements, MSEDCL intends to undertake development of 1000 MW (AC) Solar PV ground mount power plants in Maharashtra to be implemented in 218 Talukas. MSEDCL has decided to carry out a Competitive Bidding Process (conducted through electronically facilitated online web based portal i.e. TCIL). 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.
- 1.1.3 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.

This RfS document is common for all the Project(s). It may be noted, however, that for all intents and purposes the Project(s) are independent of each other and the Bidder shall, as part of its Financial Bid (to be submitted online only), submit separate Tariff for each of the Project for which it is submitting its Bids in accordance with this RfS document. Separate Agreement (hereinafter referred to as the "Draft Power Purchase Agreement (PPA)") shall be entered for each Project(s) with MSEDCL.

- 1.1.4 The developer (hereinafter referred to as "Developer") 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 Developer 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 <https://www.tcil-india-electronictender.com>.

- 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 conducted vide this RfS. The bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays, benefits from trading of carbon credits, etc. as available for such projects. 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 1000 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.
- 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 will, shall not 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 Company that, directly or indirectly,

- i. controls, or
- ii. is controlled by, or
- iii. is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least 26% (twenty-six percent) of the voting rights/ paid up share capital of the other Company;

"Bidder" shall mean Bidding Company or a Limited Liability Partnership (LLP) or a Limited Liability Company (LLC) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ LLP/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" refers to a group of Companies that has collectively submitted the response in accordance with the provisions of these guidelines.

"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.

"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.;

"CERC" shall mean Central Electricity Regulatory Authority

"Company" shall mean a body corporate 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 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."

"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.

"CTU or Central Transmission Utility" shall mean the Central Transmission Utility as defined in Sub-Section (10) of section (2) of the EA-2003.

"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 execution of Power Purchase Agreement (PPA) by both the parties;

"Financial Closure" or "Project Financing Arrangements" means arrangement of necessary funds by the Bidder / Solar Power Generator 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 for commitment of such finances.

"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) 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.

“Limited Liability Partnership” or “LLP” shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.

“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 13 (Thirteen) months from the date of execution of PPA.

“SEA” means the State Energy Account issued by State Load Dispatch Centre, and amendment thereto.

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

“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.

“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 TCIL (<https://www.tcil-india-electronictender.com>). A link of the same is also available at www.mahadiscom.in. Interested bidders have to download the official copy of RfS & other documents after logging into the TCIL website by using the Login ID & Password provided by TCIL during registration (Refer Annexure – D).
- 3.1.2 The bidders shall be eligible to submit/ upload the bid document only after logging into the <https://www.tcil-india-electronictender.com> 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 1000 MW will be carried out through e-bidding.
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 per Taluka shall be 2 MW;
 - ii. Maximum individual project capacity to be developed per Taluka shall be 10 MW.
 - iii. Cumulative project capacity per Circle shall be 50 MW. However, selection of bidders beyond 50 MW (AC) up to a maximum of 100 MW per Circle may be carried out depending on the tariff discovered in the bidding process subject to MSEDCL's discretion.
3. **Project Locations:**
The Successful bidders shall develop ground mounted solar PV power projects subject to the conditions specified above in Section 3.2 at the Taluka(s) listed in **Annexure – E: List of Talukas.**

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. In order to ensure only quality systems are installed, the Bidders shall strictly comply with the technical parameters detailed in the Annexure -A.

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 of the project within the same Taluka only once till the time of achievement of Financial Closure i.e. within 7 months from the date of signing of PPA. In no circumstance shall the Tariff offered by the Bidder in its Financial Bid be changed due to change in location.

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 for (1) one Taluka. Submitting multiple bids from same company including its Parent/ Ultimate Parent /Affiliates/Group Companies shall make all the bids submitted by the group invalid.
3. The evaluation of bids shall be carried out as described in Section 4. The methodology of allocation of projects is elaborated in Section 4.
4. 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 Entity should be incorporated in India under the Companies Act 1956 or Companies Act, 2013 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 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.
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.

3.6 Eligibility Criteria

1) Net Worth:

- i. The Net-Worth of the Bidder for the financial year ended on 31.03.2017 shall not be less than INR 0.85 Crores per MW (of the capacity quoted).
- ii. Bidders shall have to furnish a Certificate from Chartered Accountants, certifying the Networth per MW of quoted capacity as on 31st March, 2017. For avoidance of doubt, “net worth” as per 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.
- 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 2016-17. 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, 2016-17.
 - 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), 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 substation of MSEDCL.
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 7 months from the date of signing of PPA.
3. The transmission of power up to the point of interconnection 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 MERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity.

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 8 Lakh / MW per Project** in the form of Bank Guarantee along with RfS according to Format 6.3 A and **valid for 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. 20 Lakh/MW, 2 days prior to signing of PPA, according to the Format 6.3 B, issued in favor of MSEDCL with a validity period **upto 6 months** from Scheduled Commercial Operation Date.

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 the MSEDCL within 30 days after 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 and the selected Project(s) shall stand cancelled.

- v. If the Successful Bidder fails to achieve Financial Closure as prescribed in Clause 3.13, the MSEDCL shall encash the Performance Bank Guarantee (PBG) unless the delay is on account of delay caused due to a Force Majeure. An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Solar Power Generator, upon submission of a fresh Performance Bank Guarantee (PBG) with the same conditions, value and validity as stated in Section 3.9.ii above. This extension will not have any impact on the Scheduled Commissioning Date (SCOD). However such amount of encashed PBG shall be returned to the Solar Power Generator without any interest within a period of 30 days of achievement of successful commissioning provided such commissioning is within the Scheduled Commissioning Date (SCOD).
- vi. The Bank Guarantees have to be executed on non-judicial stamp paper of Rs. 500.
- vii. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the bidder.
- viii. 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.
- ix. After the bidding process is over, MSEDCL shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 30 days after the completion of bidding process. The PBG of the solar power generator / bidder shall be returned within 30 days of 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.
- x. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, 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;
- 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 its 100% subsidiary Special Purpose Vehicle (SPV), shall be provided by MSEDCL along with this RfS. The PPA shall be signed within 1 month 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 power producer will declare the CUF of their project at the time 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 developer.

3.12.2 Shortfall in minimum generation:

During PPA, if for any year, it is found that the developer has not been able to generate minimum energy corresponding to the lower limit of CUF declared by the developer, such shortfall in performance shall make developer 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 developer. 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/power producer.

3.12.3 Excess Generation:

In case the availability is more than the maximum CUF specified, 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 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 generator within the above stipulated time period then the generator shall be free to sell it to any other entity.

3.12.4 Repowering:

The Solar Power Generator shall be allowed repowering for a maximum period of six (6) months during the entire PPA term of 25 years. The 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 **7 months** from the date of signing of PPA. Accordingly the successful bidder shall furnish the following documents within 7 months from the date of signing of PPA.

- a) Submit power evacuation/ connectivity agreement of successful bidder with MSEDCL / STU.
- b) Evidence of clear possession of required land along with the following documentary evidences:
 - i) Ownership right or lease hold rights or right to use from state nodal agency for entire duration of the project in the name of successful bidder and possession of 100% of the 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 from the authorized person of the successful bidder listing the details of the land and certifying total land required for the project under clear possession of the successful bidder.
 - 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.

If the Project Developer fails to tie-up Financing Arrangement for the projects within 7 months as prescribed above or if the Project Developer fails to report such tie-up then the MSEDCL shall forfeit the Performance Bank Guarantee (PBG) unless the delay is on account of delay caused due to a Force Majeure.

An extension for the attainment of the financial closure can however be considered by the MSEDCL, on the sole request of the Solar Power Generator, upon submission of a

fresh Performance Bank Guarantee (PBG) with the same conditions, value and validity as stated in Section 3.9.ii above.

3.14 Commissioning and penalty for delay in commissioning:

- 1) The Projects shall be commissioned within a period of 13 (thirteen) months from the date of execution of the PPA.
- 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 six (6) months from SCOD** – MSEDCL will forfeit total 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 Six (6) months from SCOD** -- the tariff discovered at the end of financial bid opening shall be reduced at the rate of 0.50 paise/kWh per day of delay for the delay in such remaining capacity which is not commissioned for the entire term of the PPA. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and reduction in the fixed tariff shall be limited to 25 months from the date of PPA or till the Tariff becomes zero, whichever is earlier.
 - c) In case, the Commissioning of the Project is delayed beyond this period as mentioned in Section (b) above, the PPA capacity shall stand reduced / amended to the Capacity Commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity.

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 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 Project Promoter

- i) The Company developing the project shall provide complete information in their bid in reference to RfS about the Promoters and their shareholding in the company indicating the controlling shareholding before signing of PPA with MSEDCL.
- ii) The successful bidder, if being a single company, shall ensure that its shareholding in the SPV/project company 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 SPV/project company 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 be itself executing the PPA, then it shall ensure that its promoters shall not cede control (Control shall mean ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Company 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, then the shareholding pattern of the Parent Company 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 power producer/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 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.

The USD - INR exchange rate shall be considered as the corresponding Telegraphic Transfer (TT) buying rate specified by SBI 7 days before the last date of submission of bid.

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 Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects, to sign the PPA with the MSEDCL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement
 - b. Board Resolution from the Bidding Company 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 Company, 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 07 months from the date of signing of PPA.

8. Tie-up of Financing Arrangements for the projects within 7 months from the date of Signing of PPA.
9. **Format 6.6:** Format for Disclosure.
10. Attachments
 - a) 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.
 - b) In case, there is no mention of the above provisions in the MoA/ AoA 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) Certificate of Incorporation of Bidding Company / all member companies of Bidding Consortium.
 - d) A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within one week prior to the last date of bid submission.
 - e) Documents containing information about the Promoters and their shareholding in the Company (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 promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.

Certified copies of annual audited accounts for the last financial year, i.e. FY 2016-17 as applicable shall be required to be submitted; OR in case the Bidder is a newly formed company, then the certificate issued by a Chartered Accountant with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statement supported with bank statement (if available) shall be required to be submitted.
 - f) Certificate from Chartered Accountants/ Appropriate Authority, certifying the Networth of the bidder per MW of quoted capacity as on 31st March, 2017.

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) If the event specified at point (c) above is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- e) 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).
- f) All documents of the response to RfS (including RfS, PPA and all other documents uploaded on <https://www.tcil-india-electronictender.com> as part of this RfS) submitted online must be digitally signed by the person authorized by the Board as per Format 6.4.
- g) 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.
- h) The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
- i) 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.
- j) Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- k) Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by MSEDCL.
- l) Response to RfS not submitted in the specified formats will be liable for rejection by MSEDCL.
- m) Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- n) 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.
- o) Only MERC and/ or Bombay High Court shall have exclusive jurisdiction in all matters pertaining to this RfS.

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 correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part offline before due date and time of submission of bid;
- e) Non submission of the original documents mentioned at **Section 3.21 A** by due date and time of bid submission;
- f) Any indication of tariff in any part of response to the RfS, other than in the financial bid.
- g) Data filled in the Electronic form of financial bid (Second envelope), not in line with the instructions mentioned in the same electronic form.
- h) 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.
- i) 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, Pass Phrase Envelope -1 & Pass Phrase Envelope -2” at the top of the Envelope and “Name & Address of the Bidder” on the left hand side bottom must contain the following:

- (a) 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) DD/Pay order towards Cost of RfS Document as mentioned in Bid Information Sheet.
 - ii) Processing Fee in the form DD/Pay Order 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
 - vii) Consortium Agreement as per Format 6.5 (if applicable)
 - viii) Letter for Disclosure, as per format 6.6
- (b) **Pass-Phrase Envelope-1:** Containing Pass Phrase for Technical Bid duly stamped and signed by the authorized signatory in sealed envelope.
- (c) **Pass-Phrase Envelope-2:** Containing Pass Phrase for Financial Bid duly stamped and signed by the authorized signatory in sealed envelope.

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

<i>Response to RfS for procurement of 1000 MW (AC) solar power from projects to be developed in 218 talukas of Maharashtra through competitive bidding process</i>	
<i>Cumulative Capacity of the project applied for</i>	_____ MW
<i>No. of Taluka(s) Bid submitted for</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</i>
<i>Bid Submitted to</i>	Chief Engineer (Power Purchase) Maharashtra State Electricity Distribution Co. Ltd. Office of the Chief Engineer (Power Purchase) “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 mentioned in the electronic form 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://www.tcil-india-electronictender.com> 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
- iv. The bidder will have to fill the Electronic Form provided at the <https://www.tcil-india-electronictender.com> as part of Technical Bid.

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 in the Electronic Form provided at the <https://www.tcil-india-electronictender.com>. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation; else the bid shall be considered as non-responsive.

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 and/or through <https://www.tcil-india-electronictender.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 <https://www.tcil-india-electronictender.com>. If necessary, amendments, clarifications, elaborations shall be issued by MSEDCL which will be notified on MSEDCL/TCIL web site. 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 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 <https://www.tcil-india-electronictender.com> 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 declared 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 Electronic Form of Financial 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 ₹3.337, then it shall be considered as ₹3.33).
- ii. In Financial Bid evaluation procedure shall be as elaborated in **Section 4.3**.

4.3 Selection of Successful Bidders

- 1) All the Financial Bids received in electronic form for the Projects would be opened in no specific order and the Tariff to be paid by MSEDCL under each of the Bids would be determined.
- 2) The Bidders offering the lowest Tariff payable by MSEDCL will be selected first and so on till the total capacity of 10 MW (AC) per Taluka is reached (the “Selected Bidders”) and total Capacity of 50 MW (AC) is reached per Circle.
- 3) In the first step, the bidders who have quoted lowest tariff in ascending order but capacity upto 10 MW for the particular taluqa and upto 50 MW for that District are selected. However, depending on the tariff discovered in the bidding process with sole discretion of MSEDCL, the second step of selection of bidders beyond 10 MW but upto 20MW for the particular taluqa and beyond 50 MW but upto 100 MW (AC) for that Circle may be carried out by MSEDCL from the remaining bidders.
- 4) Where the Tariff offered by two or more Bidders are same, then the Bidder proposing higher capacity would be given priority in the selection. In the event where two or more Bidders have same Tariff and have offered the same capacity, MSEDCL shall by draw of lots, which shall be conducted, with prior notice, in the presence of the tie Bidders who choose to attend, select the priority of Bidder for selection.
- 5) In case the capacity of the last Project selected is higher than the capacity required for meeting the aggregate capacity of 10 MW (AC) per Taluka for the Project, then the capacity to be awarded to the Bidder of the last Project shall be the balance capacity, subject to the final decision of MSEDCL.
- 6) 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 capacity shall be awarded to the bidder till the total capacity of the Taluka i.e. 10 MW is exhausted. However, if such balance capacity being offered to the last bidder is less than the 50% of the capacity being offered by the bidder then such Bidder may refuse to undertake the balance capacity without forfeiting its Bid Security and shall intimate in writing to MSEDCL about its refusal within two working days after financial bid opening. In such event, MSEDCL at its discretion may offer the balance capacity to the Bidder which has offered the next lowest Tariff and so on till any Bidder in order of lowest Tariff is willing to take up the balance capacity.
- 7) In the process of offering the balance capacity, if two or more Bidders have the same Tariff, then the Bidder proposing higher capacity would be given priority in accepting the balance capacity. In the event where two or more Bidders have same Tariff and have offered same capacity, MSEDCL shall offer the balance capacity by draw of lots, which shall be conducted, with prior notice, in the presence of the tie Bidders who choose to attend.
- 8) In the event that the Selected Bidder(s) withdraws or is not selected for any reason in the first instance, MSEDCL may shortlist the remaining Bidders in the order of

lowest Tariff, in order to meet the total capacity of 10 MW per Taluka and 50 MW per Circle.

- 9) At the end of selection process, a letter of Award (LOA) will be issued to all the successful bidders. In case Consortium being selected as successful bidder, the LOA shall be issued to the Lead Member of the Consortium.

In all cases, MSEDCL's decision regarding selection of bidder through this bidding process or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

Also, MSEDCL shall reserve the right to lower or increase the total capacity of 1000 MW at its discretion depending upon the price discovered in this process.

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 the Facility's 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 as may be applicable.
- 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 Role of State Nodal Agency (MEDA) -

SNA appointed by state government i.e. MEDA will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commissioning of the Projects within the scheduled time line. The project should be registered at MEDA as per GoM rules / MERC Regulations.

5.3 Role of STU / MSEDCL

It is envisaged that the STU / MSEDCL will provide transmission 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) List of 218 Talukas

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

FORMAT-6.1

Covering Letter

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

Date: _____ Reference No: _____

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

Tel.#:

Fax#:

E-mail address:

GST number:

To

Chief Engineer (PP)
Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL),
Power Purchase Section, 5th Floor, 'Prakashgad',
Bandra (East), Mumbai - 400 051
Email – ncetendermsedcl@gmail.com
Tel No.022-26474211.
Web Site – www.mahadiscom.in

Sub: Response to **RfS No. MSEDCL / Competitive / 1000 MW / Solar dated -----**
FOR PURCHASE OF 1000 MW (AC) SOLAR POWER FROM PROJECTS TO BE
DEVELOPED IN 218 TALUKAS OF MAHARASHTRA THROUGH COMPETITIVE
BIDDING PROCESS

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 Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 6.6 under Disclosure). We are submitting application for the development of following Solar Power Project(s):-

	Location of Project (Village, Taluka, District)	Sub-station Details	Proposed Capacity (MW)
<i>01</i>			
<i>02</i>			
...			
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 13 months of the date of execution of PPA.
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 1 month 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 7 months from the date of signing of PPA. 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 :
.....

Company :
..... 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 Power Producer's event of default under PPA and consequent provisions of PPA shall apply.

Dated the ... day of ..., 2018

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 THAT M/s.....having its registered office at,,and M/s having its registered office at , (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium if finalized) (hereinafter called the ‘Consortium’) vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws 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 / Competitive / 1000 MW / Solar dated -----**

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 appropriate value as per Stamp Act relevant to place of execution.)

Ref. __ Bank Guarantee No. _____ Date: _____

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project/Projects of the cumulative capacity of MW [Insert cumulative Project capacity proposed] for Procurement of up to ----- MW of Power from grid- Connected Solar Power Projects for long term basis, in response to the **RfS No. MSEDCL / Competitive / 1000 MW / Solar dated -----** issued MSEDCL 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. 8 Lakhs per MW of cumulative capacity proposed, only, on behalf of M/s. [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including __[insert date of validity in accordance with 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 __, 2018

FORMAT- 6.3 B

Format for Performance Bank Guarantee for Solar Power Project

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

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Developer') submitting the response to RfS inter alia for selection of the Project of the capacity of MW, at[Insert name of the place] FOR PURCHASE OF 1000 MW (AC) SOLAR POWER FROM PROJECTS TO BE DEVELOPED IN 218 TALUKAS OF MAHARASHTRA THROUGH COMPETITIVE BIDDING PROCESS, 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 Developer] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of Intent No -

----- to (Insert Name of selected Solar Power Developer) as per terms of RfS and the same having been accepted by the selected bidders resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a 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_____ [Insert name of the selected Solar Power Developer / Project Company]

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 selected Solar Power Developer /

Project Company as applicable] 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 Developer / Project Company , to make any claim against or any demand on the selected Solar Power Developer / Project Company or to give any notice to the selected Solar Power Developer / Project Company 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 Developer / Project Company .

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 until
.....

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 __, 20_____

Witness:

1. Signature

Name and Address

2. Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
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, as applicable, passed the following Resolution:

1. **RESOLVED THAT** Mr/Ms....., be and is hereby **authorized** to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide **RfS No. MSEDCL / Competitive / 1000 MW / Solar dated - -----** for PURCHASE OF ----- MW (AC) SOLAR POWER FROM PROJECTS TO BE DEVELOPED IN ----- TALUKA(S) OF MAHARASHTRA THROUGH COMPETITIVE BIDDING PROCESS 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 Company or the Lead Member of the Consortium)**
2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

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

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

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s -----[Insert the name of other Members in the Consortium] and Mr/Ms....., be and is hereby authorized to execute the Consortium Agreement. **(To be provided by 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 Company, obligatory on the part of the Consortium

pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RfS. **[To be passed by the Lead Member of the Bidding Consortium]**

Certified true copy

(Signature, Name and stamp of Company Secretary)

Notes:

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

FORMAT- 6.5

Format for Consortium Agreement

(to be submitted separately for each Project)

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

THIS Consortium Agreement (“Agreement”) executed on this _day of Two thousand_ between M/s

[insert name of Lead Member]_____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-1**”

”, which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS execution of Power Purchase Agreement (in case of award), against RfS No. MSEDCL/ Competitive/ 1000 MW/ Solar/ dated ----- _ issued by MSEDCL a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 as applicable, and having its Registered Office at _____ or _____ constituted under

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

WHEREAS MSEDCL desires to purchase power from 1000 MW (AC) solar power projects to be developed in 218 talukas of Maharashtra through competitive bidding process.

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

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by 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 (M/s_____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, -----, Member- n and to submit the response to the RfS.
- 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 Power Producer 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 a Company with equity participation less than 10%.

FORMAT- 6.6

Format for Disclosure

[On the letter head of Bidding Company/ 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/ Competitive/ 1000MW/ Solar/ dated ----- and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if 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 (PP)
Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL),
Power Purchase Section, 5th Floor, 'Prakashgad',
Bandra (East), Mumbai - 400 051

**Sub: Response to RfS No. MSEDCL / Competitive / 1000 MW / Solar dated -----
FOR PURCHASE OF 1000 MW (AC) SOLAR POWER FROM PROJECTS TO BE
DEVELOPED IN 218 TALUKAS OF MAHARASHTRA THROUGH COMPETITIVE
BIDDING PROCESS**

(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 in the Electronic Form at **<https://www.tcil-india-electronictender.com>** 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

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/m^2 , AM 1.5, 25°C)
- vi) Wattage, I_m , V_m 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 POWER PRODUCER and to be submitted at least 10 days prior to commissioning date by Appropriate Authority of State)

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	

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 Developer & 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 Receiving end on dated: <> 33 kV GSS, <>, <>, (<Distt.>)	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. 200	
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

Nationalized Banks

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India
7. Corporation Bank
8. Dena Bank
9. Indian Bank
10. Indian Overseas
11. Oriental Bank of
12. Punjab National
13. Punjab & Sind Bank
14. Syndicate Bank
15. Union Bank of India
16. United Bank of India
17. UCO Bank
18. Vijaya Bank
19. Bank of Baroda
20. State Bank of India
21. State Bank of Indore

Scheduled Private Banks

1. Federal Bank Ltd.
2. ING Vysya Bank Ltd.
3. Axis Bank Ltd.
4. ICICI Bank Ltd.
5. HDFC Bank Ltd.
6. Yes Bank Ltd.
7. Kotak Mahindra Bank
8. IndusInd Bank Ltd.
9. Karur Vysya Bank
10. Catholic Syrian Bank
11. City Union Bank
12. Dhanlaxmi Bank. Ltd
13. Jammu & Kashmir Bank Ltd
14. Karnataka Bank Ltd
15. Laxmi Vilas Bank Ltd
16. Nainital Bank Ltd
17. Ratnakar Bank Ltd
18. South Indian bank Ltd
19. Tamilnadu Mercantile Bank Ltd
20. DCB Bank Ltd
21. IDFC Bank

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

General:

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

e-tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *MSEDCL* has decided to use the portal <https://www.tcil-india-electronictender.com>. Through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender[®]. A portal built using Electronic Tender's software is also referred to as Electronic Tender System[®] (ETS). Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Tender Bidding

Methodology: Sealed

Bid System

Single Stage Two Envelope Bidding

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)-Class II and above.
2. Register on Electronic Tendering System[®] (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
 - a) Query to MSEDCL (Optional)

- b) View response to queries posted by MSEDCL
- 8. Bid-Submission on ETS
- 9. Respond to MSEDCL Post-TOE queries

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

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

Registration

To use the Electronic Tender® portal <https://www.tcil-india-electronictender.com>., vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into the ETS Portal of <https://www.tcil-india-electronictender.com>. If the official copy of the documents is not downloaded from ETS Portal of <https://www.tcil-india-electronictender.com> within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.

2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User- Guidance Center’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	<i>Customer Support: +91-11- 26241790(multiple lines) Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792</i>
Email-ID	<i>ets_support@tcil-india.com [Please mark CC: support@electronic tender.com]</i>

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts
 - Envelope I (Technical-Bid)
 - Envelope II (Financial-Bid)
- Submission of digitally signed copy of Tender Documents/ Addendum

In addition to the above, the bidders are required to submit certain documents physically offline also as **per Section 3.21 A**, failing which the technical bids will not be opened.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender’s software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the ‘Electronic Forms’ and the ‘Main-Bid’ are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a ‘password’, a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the Electronic Forms™ and the ‘Main- Bid’, the contents of the Electronic Forms™ shall prevail.**

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the ‘Time Locked Electronic Key Box (EKB)’ after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid, if required as per Rfs Document. The process of submission of this Pass-Phrase in the ‘Time Locked Electronic Key Box’ is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the MSEDCL.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid- Part is submitted to MSEDCL in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Other Instructions

For further instructions, the bidder should visit the home-page of the portal <https://www.tcil-india-electronictender.com>., and go to the **User-Guidance Center**.

The help information provided through ‘ETS User-Guidance Center’ is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged- in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class II or above well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [i.e. a department within the Supplier/Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents.

Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

1. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
2. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

3. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

Annexure - E: List of 218 Talukas

S.N.	Taluka	Circle
1	Achalpur	Amravati
2	Amravati	Amravati
3	Anjangaon-Surji	Amravati
4	Bhatukali	Amravati
5	Chandur	Amravati
6	Chandurbazar	Amravati
7	Chikhaldara	Amravati
8	Daryapur	Amravati
9	Dhamangaon	Amravati
10	Dharni(Amravati)	Amravati
11	Morshi	Amravati
12	Nandgaon(Khandeshwar)	Amravati
13	Tiosa	Amravati
14	Warud	Amravati
15	Bhandara	Bhandara
16	Lakhandur	Bhandara
17	Lakhni	Bhandara
18	Mohadi	Bhandara
19	Pauni	Bhandara
20	Sakoli	Bhandara
21	Tumsar	Bhandara
22	Buldhana	Buldhana
23	Chikhli	Buldhana
24	Deulgaon Raja	Buldhana
25	Jalgaon Jamod	Buldhana
26	Khamgaon	Buldhana
27	Lonar	Buldhana
28	Malkapur	Buldhana
29	Mehkar	Buldhana
30	Motala	Buldhana
31	Nandura	Buldhana
32	Sangrapur	Buldhana
33	Shegaon	Buldhana
34	Sindkhed Raja	Buldhana
35	Ballarpur	Chandrapur
36	Bhadravati	Chandrapur
37	Bramhapuri	Chandrapur
38	Chandrapur	Chandrapur
39	Chimur	Chandrapur
40	Gondpimpri	Chandrapur
41	Jivati	Chandrapur

42	Korpana	Chandrapur
43	Mul	Chandrapur
44	Nagbhid	Chandrapur
45	Pombhurna	Chandrapur
46	Rajura	Chandrapur
47	Saoli	Chandrapur
48	Sindewahi	Chandrapur
49	Warora	Chandrapur
50	Bhiwapur	Nagpur
51	Hingna	Nagpur
52	Kalameshwar	Nagpur
53	Kamptee	Nagpur
54	Katol	Nagpur
55	Kuhi	Nagpur
56	Mouda	Nagpur
57	Nagpur(Rural)	Nagpur
58	Narkhed	Nagpur
59	Parseoni	Nagpur
60	Ramtek	Nagpur
61	Savner	Nagpur
62	Umred	Nagpur
63	Arni	Yavatmal
64	Babhulgaon	Yavatmal
65	Darwaha	Yavatmal
66	Digras	Yavatmal
67	Ghatanji	Yavatmal
68	Kalamb	Yavatmal
69	Kelapur (Pandharkawada)	Yavatmal
70	Mahagaon	Yavatmal
71	Maregaon	Yavatmal
72	Ner	Yavatmal
73	Pusad	Yavatmal
74	Ralegaon	Yavatmal
75	Umarkhed	Yavatmal
76	Wani	Yavatmal
77	Yavatmal	Yavatmal
78	Zari Jamani	Yavatmal
79	Akole	Ahmednagar
80	Jamkhed	Ahmednagar
81	Karjat	Ahmednagar
82	Kopargaon	Ahmednagar
83	Nagar	Ahmednagar
84	Nevasa	Ahmednagar
85	Parner	Ahmednagar
86	Pathardi	Ahmednagar
87	Rahata	Ahmednagar

88	Rahuri	Ahmednagar
89	Sangamner	Ahmednagar
90	Shevgaon	Ahmednagar
91	Shrigonda	Ahmednagar
92	Shrirampur	Ahmednagar
93	Baramati	Baramati
94	Bhor	Baramati
95	Daund	Baramati
96	Indapur	Baramati
97	Purandhar(Saswad)	Baramati
98	Shirur	Baramati
99	Ajra	Kolhapur
100	Bhudargad	Kolhapur
101	Chandgad	Kolhapur
102	Gadhinglaj	Kolhapur
103	Gaganbawada	Kolhapur
104	Hatkanangale	Kolhapur
105	Kagal	Kolhapur
106	Karvir	Kolhapur
107	Panhala	Kolhapur
108	Radhanagari	Kolhapur
109	Shahuwadi	Kolhapur
110	Shirol	Kolhapur
111	Atpadi	Sangli
112	Jat	Sangli
113	Kadegaon	Sangli
114	Kavathe-Mahankal	Sangli
115	Khanapur-Vita	Sangli
116	Miraj	Sangli
117	Palus	Sangli
118	Shirala	Sangli
119	Tasgaon	Sangli
120	Walwa(Islampur)	Sangli
121	Akkalkot	Solapur
122	Barshi	Solapur
123	Karmala	Solapur
124	Madha	Solapur
125	Malshiras	Solapur
126	Mangalvedhe	Solapur
127	Mohol	Solapur
128	Pandharpur	Solapur
129	Sangole	Solapur
130	Solapur North	Solapur
131	Solapur South	Solapur
132	Gangapur	Aurangabad
133	Kannad	Aurangabad

134	Khuldabad	Aurangabad
135	Paithan	Aurangabad
136	Phulambri	Aurangabad
137	Sillod	Aurangabad
138	Soegaon	Aurangabad
139	Vaijapur	Aurangabad
140	Ambejogai	Beed
141	Ashti	Beed
142	Beed	Beed
143	Dharur	Beed
144	Georai	Beed
145	Kaij	Beed
146	Majalgaon	Beed
147	Parli	Beed
148	Patoda	Beed
149	Shirur-Kasar	Beed
150	Wadwani	Beed
151	Ambad	Jalna
152	Badnapur	Jalna
153	Bhokardan	Jalna
154	Ghansawangi	Jalna
155	Jafrabad	Jalna
156	Jalna	Jalna
157	Mantha	Jalna
158	Partur	Jalna
159	Ahmadpur	Latur
160	Ausa	Latur
161	Chakur	Latur
162	Deoni	Latur
163	Jalkot	Latur
164	Latur	Latur
165	Nilanga	Latur
166	Renapur	Latur
167	Shirur Anantpal	Latur
168	Udgir	Latur
169	Ardhapur	Nanded
170	Bhokar	Nanded
171	Biloli	Nanded
172	Deglur	Nanded
173	Dharmabad	Nanded
174	Hadgaon	Nanded
175	Himayatnagar	Nanded
176	Kandhar	Nanded
177	Kinwat	Nanded
178	Loha	Nanded
179	Mahur	Nanded

180	Mudkhed	Nanded
181	Mukhed	Nanded
182	Naigaon(Khairgaon)	Nanded
183	Nanded	Nanded
184	Umri	Nanded
185	Dhule	Dhule
186	Sakri	Dhule
187	Shirpur	Dhule
188	Sindkheda	Dhule
189	Amalner	Jalgaon
190	Bhadgaon	Jalgaon
191	Bhusawal	Jalgaon
192	Bodwad	Jalgaon
193	Chalisgaon	Jalgaon
194	Chopda	Jalgaon
195	Dharangaon	Jalgaon
196	Erandol	Jalgaon
197	Jalgaon	Jalgaon
198	Jamner	Jalgaon
199	Muktainagar(Edalabad)	Jalgaon
200	Pachora	Jalgaon
201	Parola	Jalgaon
202	Raver	Jalgaon
203	Yawal	Jalgaon
204	Baglan(Satana)	Malegaon
205	Deola	Malegaon
206	Kalwan	Malegaon
207	Malegaon	Malegaon
208	Nandgaon	Malegaon
209	Yeola	Malegaon
210	Chandwad	Nashik
211	Dindori	Nashik
212	Igatpuri	Nashik
213	Nashik	Nashik
214	Niphad	Nashik
215	Peth	Nashik
216	Sinnar	Nashik
217	Surgana	Nashik
218	Trimbakeshwar	Nashik

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY
LIMITED**

DRAFT PPA

**FOR PROCUREMENT OF 1000 MW (AC) SOLAR POWER FROM PROJECTS
TO BE DEVELOPED IN 218 TALUKAS OF MAHARASHTRA THROUGH
COMPETITIVE BIDDING PROCESS**

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This Power Purchase Agreement is made and entered into at Mumbai on this day of -----
2018 between M/s-----

Company having its registered office -----at -----
India (hereinafter referred to as "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. MSEDCL /PP/NCE/2018/1000 MW Solar/T-04 dated
27/04/2018 has floated tender for procurement of 1000 MW (AC) SOLAR POWER FROM
PROJECTS TO BE DEVELOPED IN 218 TALUKAS OF MAHARASHTRA THROUGH
COMPETITIVE BIDDING PROCESS and the Power Producer has been declared Successful
Bidder pursuant to Letter of Award (LoA) dated for development of Solar Power
Project ofMW capacity located at----- and sale of entire of electrical energy, so
produced, for commercial purposes from such Power Plant to MSEDCL.

AND, WHEREAS the Power Producer has furnished Performance Bank
Guarantee no..... dated amounting to
Rs. (calculated at Rs. 20 Lakh / MW) as per the RfS No. MSEDCL
/PP/NCE/2018/1000 MW Solar/T-04 dated 27/04/2018.

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

AND, WHEREAS the 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 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 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 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."

"CERC" means Central Electricity Regulatory Commission.

"Competent Court" means the Supreme Court of India or any High Court, or any tribunal or any similar judicial or quasi-judicial body that has jurisdiction in relation to issues relating to the Project.

"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 or Central Transmission Utility” shall mean the Central Transmission Utility as defined in Sub-Section (10) of section (2) of the EA-2003.

"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.

"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 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 Bidder / Solar Power Generator 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 for commitment of such finances.

“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 Power Producer shall mean all the facilities installed by the 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 Power Producer 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 substation of MSEDCL..

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

“MRI” shall mean Meter Reading Instrument.

“MW” means MegaWatts.

“O & M Default” shall mean any default on the part of the 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 Power Producer as per the RfS No. MSEDCL /PP/NCE/2018/1000 MW Solar/T-04 dated 27/04/2018.

“Project” shall mean a Solar Photovoltaic Grid Interactive Power Station to be established by the 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.

"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 13 (Thirteen) months from the date of execution of PPA .

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

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

“SNA” shall mean State Nodal Agency.

“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 dispatch 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 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 Power Producer:

- (i) The 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 Power Producer shall obtain financial closure within Seven (7) months from date of execution of this PPA.
- (iii) The 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 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 Power Producer shall seek approval of STU/MSEDCL in respect of interconnection Facilities.
- (vi) The Power Producer shall undertake at its own cost construction/ upgradation of (a) the Interconnection Facilities, (b) the Transmission Lines and as per the specifications and requirements of STU/MSEDCL, as notified to the Power Producer at schedule 4.
- (vii) The 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 Power Producer, in accordance with Prudent Utility Practices.
- (viii) The Power Producer shall operate and maintain the Project in accordance with Prudent Utility Practices.
- (ix) The 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 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 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:

- i. MSEDCL shall off-take and purchase the electricity generated by power producer as per the terms and conditions of this Agreement.
- ii. 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

- 1) The Projects shall be commissioned within a period of 13 (thirteen) months from the date of execution of the PPA.
- 2) The 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 six (6) months from SCOD** – MSEDCL will forfeit total 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 Six (6) months from SCOD, the tariff discovered after e-Reverse Auction shall be reduced at the rate of 0.50 paise/kWh per day of delay for the delay in such remaining capacity which is not commissioned. The maximum time period allowed for commissioning of the full Contracted Capacity with encashment of Performance Bank Guarantee and reduction in the fixed tariff shall be limited to 25 months from the date of execution of PPA or till the Tariff becomes zero, whichever is earlier.
 - c) In case, the Commissioning of the Project is delayed beyond this period as mentioned in Article (b) above, the PPA capacity shall stand reduced / amended to the Capacity commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the Contracted Capacity.

3.4. Generation compensation due to evacuation issues at the time of COD:

1. Upon the occurrence of an Emergency in STU's / MSEDCL evacuation system for safe operation of its Grid, STU / MSEDCL reserves the right to shut down the line and has no obligation to evacuate the power.
2. If plant is ready before Schedule Commercial Operation Date, but the offtake is constrained because of incomplete power evacuation infrastructure, no compensation shall be payable.
3. However, if the plant is ready but necessary evacuation is not ready on Schedule Commercial operation date, the generation loss shall be calculated considering the normative CUF of 19%. Corresponding to this generation loss, considering the excess generation by the generator in the succeeding 3 (three) Contract Years, shall be procured by MSEDCL at the PPA tariff so as to offset this loss.

Article 4: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

4.1. Synchronization, Commissioning and Commercial Operation

- 4.1.1 The Power Producer shall give at least Thirty (30) days written notice to the SLDC/SNA and 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 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 Power Producer at its generation facility of the Power Project at its own cost. The Power Producer shall synchronize its system with the Grid System only after the approval of SLDC or MSEDCL.
- 4.1.4 The Power Producer shall immediately after each synchronization / tripping of generator, 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 13 (thirteen) months from the date of execution of the PPA.
- 4.1.6 For intra - state projects, the part commissioning of the project may be accepted by MSEDCL subject to the condition that minimum capacity for acceptance of first and subsequent part commissioning shall be 2 MW.
- 4.1.7 The early commissioning of solar power Generator is permitted for full commissioning as well as part commissioning prior to 3 months before SCOD. In case of early full commissioning, MSEDCL will purchase the generation till SCOD at PPA tariff. In case of part commissioning till SCOD as described in Section 4.1.6 above, MSEDCL will purchase the generation till SCOD at 75% of PPA tariff.

4.2. Performance Bank Guarantee:

- 4.2.1 The Performance Bank Guarantee furnished by 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 Successful Bidder fails to achieve Financial Closure as prescribed in Clause 3.13 of the RfS, the MSEDCL shall encash the Performance Bank Guarantee (PBG) unless the delay is on account of delay caused due to a Force Majeure. An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Solar Power Generator, upon submission of a fresh Performance Bank Guarantee (PBG) with the same conditions, value and validity as stated in Section 3.9. (ii) of the RfS. This extension will not have any impact on the Scheduled Commissioning Date (SCOD). However such amount of encashed PBG shall be returned to the Solar Power Generator without any interest within a period of 30 days of achievement of successful commissioning provided such commissioning is within the Scheduled Commissioning Date (SCOD).
- 4.2.3 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 Power Producer under this Agreement as per Article 3.3.

- 4.2.4 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. Dispatch and Scheduling:

- 4.3.1 The 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 LDC 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 Power Producer.
- 4.3.2 Power Producer shall be responsible for deviations made by it from the dispatch 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 Scheduled /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 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/scheduled energy during the period of PPA.
- 5.3. Provided that in case the commissioning of the project is delayed over Six (6) months from SCOD, the tariff discovered under the Competitive Bidding (followed by reverse auction) shall be reduced at the rate of 0.50 paise/kWh per day of delay for the delay in such remaining capacity which is not commissioned for entire term of PPA.
- 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 Generator shall pay for this electricity (Fixed Demand (kVA) & variable power in kWh) at that rate. MSEDCL shall ensure that the power as required by the Power Producer under reasonable notice shall be available without delay.

5.5. Capacity Utilisation Factor (CUF):

5.5.1 Criteria for generation:

The power producer will declare the CUF of their project at the time 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 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 developer.

5.5.2 Shortfall in minimum generation:

During PPA, if for any year, it is found that the developer has not been able to generate minimum energy corresponding to the lower limit of CUF declared by the developer, such shortfall in performance shall make developer 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 developer. The amount of such penalty will be 25% (twenty-five per cent) of the cost of this shortfall in energy terms, calculated at PPA tariff. 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 trading

company affecting supply of solar power by seller/power producer.

5.5.3 Excess generation:

In case the availability is more than the maximum CUF specified, 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 10% of declared annual CUF, the same may be done at 75% of the PPA tariff.

5.5.4 Repowering:

The Solar Power Generator shall be allowed a maximum period of six (6) months for repowering. The generator 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 clause 5.5.3 of these Guidelines.

5.6. Generation Compensation in offtake constraint due to transmission:

During the operation of the plant, due to temporary transmission unavailability(during 8 am to 6 pm) , if the power is not evacuated, for reasons not attributable to bidder, then the generation loss shall be procured by MSEDCL at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

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 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</p> <p>The excess generation by the Solar Power Developer equal to this generation loss shall be procured by the Procurer at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.</p>

5.7. Generation compensation due to Backed Down:

The solar power producer shall follow the forecasting and scheduling process as per 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/ Load

Dispatch Centre (LDC). 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 CTU / STU's / MSEDCL's evacuation system for safe operation of its Grid or safety of any personnel or the other such condition, the Power Producer shall suitably back down their generation.

In case of backing down situation, the power producer will be eligible for Minimum Generation Compensation from Procurer/MSEDCL after receipt of State Energy Account as under:

Duration of Back down	Minimum Generation Compensation
Hours of backdown during monthly billing cycle	<p>Minimum Generation Compensation = 50% 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)

Article 6: BILLING AND PAYMENT

6.1. Billing Provision:

The Billing will be on monthly basis. MSEDCL will be billed by the Power Producer based on Joint Meter reading/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 will be due on the thirtieth day following the delivery of the billing invoice.

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:

For payment of Monthly bill by MSEDCL thirty (30) days beyond its due date, if paid after Due date of Payment, a late Payment charge shall be payable by MSEDCL to the 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.

6.4. Rebate:

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

a. A rebate of 2% shall be payable to MSEDCL for the payments made within a period of 10 days of the presentation of hard copy of Bill along with required supporting documents at MSEDCL office.

b. Any payments made beyond a period of 10 days of the date of presentation of hard copy of Bill along with required supporting documents at MSEDCL office up to the due date shall be allowed a rebate of 1%.

c. For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of the physical copy of the Bill at MSEDCL.

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

6.5. Payment Security:

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 Power Producer for the contracted capacity. All the cost incurred by

MSEDCL for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by the Power Producer.

- b) The Letter of Credit shall be established in favour of, and issued to, the 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 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 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 months 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 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.

2) 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, MSEDCL shall notify the Power Producer of the amount in dispute and MSEDCL shall pay the 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. The Parties shall discuss within a week from the date on which MSEDCL notifies the Power Producer of the amount in dispute and

try and settle the dispute amicably. Where any dispute arising out of or in connection with this agreement is not resolved mutually then such dispute shall be submitted to adjudication by the MERC under Section 79 or 86 of Electricity Act 2003 and the MERC may refer the matter to Arbitration as provided in the said provision read with Section 158 of Electricity Act 2003. For dispute beyond the power conferred upon the MERC, such dispute shall be subject to jurisdiction of High Court at Mumbai. If the dispute is not settled during such discussion then the payment made by MSEDCL shall be considered as a payment under protest. Upon resolution of the dispute, in case the Power Producer is subsequently found to have overcharged, then it shall return the overcharged amount with an interest of SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum plus 1.25% for the period it retained the additional amount. MSEDCL / 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.

Article 7: METERING AND COMMUNICATION

7.1. Reading and Correction of Meters

- i. The metering point will be shall be at 11 / 22 kV level substation of MSEDCL.
- ii. For the purpose of energy accounting, the ABT compliant meter shall be installed by Power Producer at the metering point. Further, Power Producer shall have to provide ABT Compliant Meters. 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.
- iii. The SPD shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at Delivery Point.
- iv. 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. Sealing and Maintenance of Meters.

- i. The Main Metering System and the Backup Metering System shall be sealed in the presence of representatives of 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 Power Producer or MSEDCL at 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 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.

7.3. 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 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 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:
- i. acts of God;
 - ii. typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;
 - iii. acts of war (whether declared or undeclared), invasion or civil unrest;
 - iv. any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the Power Producer or MSEDCL of any Law or any of their respective obligations under this Agreement);
 - v. inability despite complying with all legal requirements to obtain, renew or maintain required licenses or Legal Approvals;
 - vi. earthquakes, explosions, accidents, landslides; fire;
 - vii. expropriation and/or compulsory acquisition of the Project in whole or in part by Government Instrumentality;
 - viii. chemical or radioactive contamination or ionizing radiation; or
 - ix. damage to or breakdown of transmission facilities of STU/MSEDCL;
 - x. Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.
- b) **Force Majeure Exclusions:** Force Majeure shall not include the following conditions, except to the extent that they are consequences of an event of Force Majeure:
- i. Unavailability, Late Delivery or Change in cost of plants and machineries, equipment, materials, spares parts or consumables for the project;
 - ii. Delay in performance of any contractor / sub-contractor or their agents;
 - iii. Non - performance resulting from normal wear and tear experience in power generation materials and equipments;
 - iv. Strike or Labour Disturbances at the facilities of affected parties;

- v. In efficiency of finances or funds or the agreement becoming onerous to perform, and
 - vi. Non - performance caused by, or concerned with, the affected party's
 - Negligent and intentional acts, errors or omissions;
 - Failure to comply with Indian law or Indian Directive; or
 - Breach of, or default under this agreement or any Project agreement or Government agreement.
- c) The affected Party shall give notice to other party of any event of Force Majeure as soon as reasonably practicable, but not later than 7 days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If any event of Force Majeure results in a breakdown of communication rendering it not reasonable to give notice within the applicable time limit specified herein, then the party claiming Force Majeure shall give notice as soon as reasonably practicable after reinstatement of communication, but not later than one day after such reinstatement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed, and the Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other party may reasonably request about the situation.
- d) The affected Party shall give notice to the other Party of (1) cessation of relevant event of Force Majeure; and (2) cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this agreement, as soon as practicable after becoming aware of each of these cessations.
- e) To the extent not prevented by a Force Majeure event, the affected party shall continue to perform its obligations pursuant to this agreement. The affected party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

8.2. Available Relief for a Force Majeure Event:

- a) 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.
- b) 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.
- c) 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 Generator; 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.

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 Power Producer then, in order to ensure that the 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 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 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 Power Producer shall be appropriately increased or decreased with due approval of MERC.
- 9.2.3 The Power Procurer / MSEDCL or the 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.
- 9.2.4 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.

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 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 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.
- b) O&M Default on part of Power Producer.
- c) Failure or refusal by Power Producer to perform any of its material obligations under this Agreement including but not limited to financial closure.
- d) 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 Power Producer.
- e) If the 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 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 Power Producer and expressly assumes all obligations under this agreement and is in a position to perform them; or
- g) The Power Producer repudiates this agreement.
- h) Change in controlling shareholding before the specified time frame as mentioned in the RfS.
- i) 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, 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, in accordance with the substitution agreement provided in the PPA and in concurrence with the Procurers. However, in the event the lenders are unable to substitute the defaulting Solar Power Generator 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 Generator, 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 Generator, or if no offer of novation is made by the defaulting Procurer within the stipulated period, then the Solar Power Generator 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 Generator, 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 Generator.

(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.

10.4. Termination:

10.4.1 Termination for 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 Power Producer in writing which shall specify in reasonable detail the Event of Default giving rise to the default notice, and calling upon the 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 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 equivalent to three years billing based on normative Capacity Utilization Factor of 19%.

Where a Default Notice has been issued with respect to an Event of Default, which requires the co-operation of both MSEDCL and the 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:

Upon the occurrence of an Event of Default as set out in sub-clause 10.3.4 above, the 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.

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 Power Producer may serve a "Suspension Notice" to MSEDCL for a duration not exceeding one year ("Suspension Period").

During the "Suspension Period" mentioned herein above, MSEDCL shall allow the Power Producer to sell power from the project, to any third party, in the open market either by finding the said consumers on its own or through any Central / State power trading utilities. 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 Power Producer and third parties.

Till expiry of the Suspension Period, MSEDCL will be entitled to cure its default and buy power from the Power Producer. In the event MSEDCL fails to cure the default, the Power Producer may terminate this Agreement by delivering a Termination Notice to MSEDCL / its successor entity and in such an event MSEDCL shall have liability to make payment within 30 days from the date of termination notice toward compensation to Power Producer equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity on normative CUF of 19%., with the Project assets being retained by the Solar Power Generator.

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.

Article 12: INDEMNITY

- 12.1. Power Producer's Indemnity:** The 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 Power Producer, or by an officer, director, sub-contractor, agent or employee of the 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 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 Power Producer, or by an officer, director, sub-contractor, agent or employee of the 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 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 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, if sent by fax when dispatched (provided if the sender's transmission report shows the entire fax to have been received by the recipient and only if the transmission was received in legible form), to :

In case of the Power Producer:

Name: _____

Designation: _____ Address : _____

Ph. Nos.: _____ Fax No.: _____

In case of Maharashtra State Electricity

Distribution Company Limited:

Designation: Chief Engineer (PP)

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

Ph. Nos.: 022- 26474211

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 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 Power Producer under the Financing Documents, the Financing Parties may cause the Power Producer to assign to a third party the interests, rights and obligations of the 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 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 Power Producer thereafter arising under this Agreement.

13.10. Entire Agreement, Appendices:

This Agreement constitutes the entire agreement between MSEDCL and the 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 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 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>
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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 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 Generator 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 Power Producer shall provide suitable protection devices, so that the Electric Generators 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 ___ KV with +10% to – 12.5% 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 ____ KV
3. Operation of the Project outside the nominal voltage and frequency specified above will result in reduction of power output consistent with generator capability curves.

SCHEDULE 3: APPROVALS

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

- i) The 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 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) 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 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 Power Producer to collect the certificate.
- 8. 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 Power Producer.
- v) The 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 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 POWER PRODUCER and to be submitted at least 10 days prior to commissioning date by Appropriate Authority of State)

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	

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 Developer & Location	Capacity Mentioned in PPA	Connectivity	Details of Solar Power Plant (Transformer, Inverter, Modules,
.				
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	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.

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.

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 generator, generator 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.