

## **Addendum 1**

In respect of RfS issued on March 11, 2024 for tender number RfS No. MSEDCL/RE/2024/500MW/Wind-Solar Hybrid/T-Phase III Dated 11.03.2024 the Bidders to note the following changes:

<b>Existing Bid capacity</b>	<b>Revised Bid capacity</b>
procurement of power on long term basis through competitive bidding process (followed by reverse e- auction) from 500 MW inter/intra state grid connected wind-solar hybrid projects with green shoe option of additional capacity upto 500 MW	procurement of power on long term basis through competitive bidding process (followed by reverse e- auction) from 1000 MW inter/intra state grid connected wind-solar hybrid projects.

Accordingly, the revisions are incorporated in the bid documents as Addendum 1. The NIT will remain same.

The Bidders are requested to review the websites of the Bharat E-Portal (<https://www.bharatelectronicstender.com>) and the Maharashtra State Electricity Distribution Company Limited ([www.mahadiscom.in](http://www.mahadiscom.in)) for the revised RfS and revised PPA details as referred to above and for any further updates thereto.

Sd/-

Chief Engineer (Renewable Energy)

MSEDCL,  
“ Prakashgad ”,  
Bandra East,  
Mumbai -400 051.

# **Maharashtra State Electricity Distribution Co. Ltd.**

## **REQUEST FOR SELECTION (RfS)**

### **FOR PROCUREMENT OF POWER ON LONG TERM BASIS THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY REVERSE E- AUCTION) FROM 1000 MW INTER/INTRA STATE GRID CONNECTED WIND-SOLAR HYBRID PROJECTS**

**RfS No. MSEDCL/RE/2024/1000MW/Wind-Solar Hybrid/ Phase III  
Dated 11.03.2024**

#### **ISSUED BY**

**Maharashtra State Electricity Distribution Co. Ltd.**

Renewable Energy section,  
“Prakashgad”, 5<sup>th</sup> Floor, Station Road, Bandra (East) , Mumbai- 400 051  
Tel.: 26472131, 26474211 Website: [www.mahadiscom.in](http://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 on or before the date of pre-bid meeting (to be conducted online through MS Teams) as specified in bid information sheet, 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 Co. Ltd. (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: 11.03.2024

## Bid Information Sheet

<b>Document Description</b>	RfS document for procurement of power on long term basis through competitive bidding process (followed by reverse e-auction) from 1000 MW inter/intra state grid connected Wind-Solar Hybrid projects
<b>RfS No.&amp; Date</b>	<b>MSEDCL/RE/2024/1000MW/Wind-Solar Hybrid/Phase III dated 11.03.2024</b>
<b>Downloading of tender documents</b>	Date:- 11.03.2024
<b>Pre-bid Conference /Clarification Meeting date and location</b>	Online pre-bid meeting Date:- 20.03.2024 (Link for the meeting will be displayed on Bharat e-bidding portal and on mahadiscom website)
<b>Last date &amp; Time for</b> a) Online Submission of Response to RfS and b) All documents as per Section 3.24A physically at MSEDCL office, Mumbai	Date : 04.04.2024      Time : 11:00 Hrs
<b>Technical Bid Opening</b>	Will be informed later.
<b>Financial Bid Opening</b>	Will be informed to eligible bidders.
<b>Reverse e-auction</b>	Will be informed to eligible bidders.
<b>Cost of RfS Document (non- refundable)</b>	Rs 25000/- (plus applicable GST) (to be paid through online payment. Account details are as below: Account Name- Maharashtra State Electricity Distribution Co. Ltd. Bank- Bank of Maharashtra. Branch-Bandra East, Mumbai Account No.- 20045303764 IFSC SCDDe-MAHB0000164 MICR SCDDe-400014043 (Kindly provide UTR No. details to MSEDCL at the time of bid submission)
<b>Processing Fee (non-refundable)</b>	Rs. 15 Lakhs plus applicable GST as on last date of bid submission for each response/bid, (to be paid through online payment to the above mentioned account details (Kindly provide UTR No. details to MSEDCL at the time of bid submission), along with the response to RfS.

<b>EMD</b>	Earnest Money @ 11 lakh /MW to be submitted in the form of Bank Guarantee along with the Response to RfS.	
<b>Name, Designation, Address and other details (For Submission of Response to RfS)</b>	Chief Engineer (Renewable Energy) “ Prakashgad ”, 5 <sup>th</sup> floor, Anant Kanekar marg, Bandra East, Mumbai -400 051. Tel No. 022-26474211 E-mail - <a href="mailto:ncetendermsedcl@gmail.com">ncetendermsedcl@gmail.com</a>	
<b>Details of persons to be contacted in case of any assistance required</b>	1) Mr. Nikhil Meshram, Superintending Engineer (RE), Mobile No. 7045271284 2) Mr. Amit Bute Executive Engineer (RE) Mobile No. 9920035385	
Bank Details of MSEDCL for Bank Guarantee	Name of Bank	Bank of India
	Branch Name	Mumbai Large Corporate Branch
	Account No.	016020110000033
	Name of Account Holder by Designation	Maharashtra State Electricity Distribution Company Limited
	IFSC CODE	BKID0000160
	TYPE OF ACCOUNT	CURRENT ACCOUNTS
	Address	Mumbai Large Corporate, 70/80, MG Road, Fort, Fort, Maharashtra
<b>Important Note:</b> Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the website <a href="https://www.bharat-electronictender.com">https://www.bharat-electronictender.com</a> or <a href="http://www.mahadiscom.in">www.mahadiscom.in</a> , 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 <https://www.bharat-electronictender.com> (E-tender Portal). Bidders are required to register themselves online with M/s ISN Electronic Tender Services website <https://www.bharat-electronictender.com> (if not registered already) e-tender portal and subsequently download the RfS and other Bid Documents from the E-tender Portal. A Bidder, who is already registered on the E-tender Portal need not register again on the E-tender 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.
- 1.1.2. In order to fulfil the Renewable Purchase Obligation (RPO) and to meet the future power requirements, MSEDCL intends to procure Wind-Solar Hybrid Power up to capacity of 1000 MW through Competitive Bidding Process (conducted through electronically facilitated online web based portal (<https://www.bharat-electronictender.com>) followed by e-reverse auction).

### 1.2. DETAILS OF POWER PROCUREMENT:

- 1.2.1. The bidders selected by MSEDCL based on this RfS, shall set up Wind-Solar Hybrid Power Projects in accordance with the provisions of this RfS document and draft Power Purchase Agreement (PPA) can be downloaded from **<https://www.bharat-electronictender.com>**.
- 1.2.2. MSEDCL shall enter into Power Purchase Agreement (PPA) with the Bidders selected based on this RfS for purchase of Wind-Solar Hybrid power for a period of 25 years from Scheduled Commencement of Supply Date for new projects and from signing of PPA for existing projects of the Wind-Solar Hybrid projects based on the terms, conditions and provisions of the RfS. The tariff payable to Selected Bidder shall be fixed for 25 years as discovered through the e-bidding and e-reverse auction conducted vide this RfS.

The bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional 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. Wind-Solar Hybrid Power Developer (HPG) shall be responsible for arrangement of start-up power / auxiliary consumption.

Intra State project:-

In case of import of energy during a month after SCD, the Wind-Solar Hybrid Power Developer (HPG) shall be required to make payment to MSEDCL at prevailing HT Industrial Tariff or tariff as applicable determined by MERC from time to time.

Inter-State Project:

In case of import of energy from inter-state project, the relevant provision of the respective utility shall be applicable.

### 1.3. ELIGIBLE PROJECTS

- 1.3.1. The Projects to be selected shall provide for deployment of Wind-Solar Hybrid Power Technology. However, the selection of projects shall be technology agnostic only commercially established and operational technologies can be used, to minimise the technology risk and to achieve commissioning of the Projects. The technology to be adopted shall be commercially established technology as per the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) (Refer NIWE website) issued by MNRE and For Solar modules, in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 as amended from time to time, whichever is applicable. Final details of the same shall be



submitted 30 days before Scheduled Commencement of Supply Date (SCSD) of project.

- 1.3.2. The Inter/Intra-state Wind-Solar Hybrid projects under construction, projects which are not yet commissioned and projects already commissioned but do not have any long-term PPA with any agency will be considered, in case these projects are not already accepted under any other Central or State Schemes and do not have any obligations towards existing buyers.
- 1.3.3. In order to timely completion of project, the bidder shall submit activity wise Tentative schedule for meeting timelines/milestones as per RfS at the time of Bid Submission such as Grid Connectivity, Material Procurement, tentative date/month of procurement of Solar Modules/Panels and Wind Turbine Generators, Country of Import, if not domestically procured - Solar Modules/Panels, details of Taxes and duties considered for Wind-Solar Hybrid Project, Start and Completion of construction activities etc. However, if any revision in given schedule, Bidder shall submit it at the time of Financial Closure. (Format 6.8)

## SECTION 2: DEFINITIONS

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

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, Such Company. The expression ‘control’ shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.
Bidder/ Bidding Entity	Shall mean Bidding Company or a Limited Liability Company (LLC) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company Bidding Consortium/ Consortium Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin
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 Utilization factor/ CUF	<p>shall have the same meaning as provided in CERC (Terms and conditions for tariff determination from Renewable Energy Sources) Regulations, 2020 as amended from time to time.</p> <p>For illustration, CUF shall be calculated based on the annual energy injected / delivered as the case may be In any Contract year, if ‘X’ MWh of energy has been Scheduled/delivered out at Delivery Point for ‘Y’ MW Contracted capacity,</p> <p>CUF= (X MWh / (Y MW * 8760)) X 100%;</p> <p>(i) For the first contract year starting from the SCD and ending on 31st March of respective year, the CUF shall be calculated as under: If ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Project capacity, CUF= (X MWh / (Y MW * Z)) * 100%,</p>

	<p>where “Z” = No. of days from CSD to 31st March of respective year * 24.</p> <p>(ii) In any Contract Year except for first and last contract year, the CUF shall be calculated as under: If ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Project capacity, <math>CUF = (X \text{ MWh} / (Y \text{ MW} * 8760)) * 100\%</math>.</p> <p>(iii) For the last contract year, the CUF shall be calculated as under: If ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Project capacity, <math>CUF = (X \text{ MWh} / (Y \text{ MW} * Z)) * 100\%</math>, where “Z” = No. of days from 1st April of respective year up to end date of PPA * 24.</p>
CERC	shall mean Central Electricity Regulatory Commission
Chartered Accountant	<p>for bidders or its Parent, Affiliate or Ultimate Parent or any Group Company incorporated in India, “<b>Chartered Accountant</b>” 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;</p> <p>For bidders or its Parent, Affiliate or Ultimate Parent or any Group Company incorporated in countries other than India, "<b>Chartered Accountant</b>" shall mean a person or a firm practicing in the respective country and designated / registered under the corresponding Statutes/laws of the respective country.</p>
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/ Wind-Solar Hybrid Power Project as certified by RLDC/SLDC/MSEDCL shall mean when all equipment as per rated capacity has been installed and energy has flown into the grid.
Commencement Of Supply Date (CSD)	shall have the same meaning as defined in 3.18 this RfS.
Contracted Capacity	shall mean the capacity (in MW AC) contracted with MSEDCL for supply by the successful bidder at the delivery point from the Wind-Solar Hybrid Power Project.
Contract Year	shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding March 31 and thereafter each

	<p>period of 12 months beginning on April 1 and ending on March 31 provided that:</p> <p>a) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and</p> <p>b) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the PPA.</p>
Control	shall mean the ownership, directly or indirectly of more than 50% of the voting shares of such company, or right to appoint majority directors to the Board of Directors.
Controlling shareholding	shall mean more than 50% of the voting rights or paid up share capital in the Company/Consortium
Day	shall mean calendar day.
Delivered Energy	shall mean the kilowatt hours of energy actually fed and measured by the energy meters or schedule at the Delivery Point as the may be and as certified by RLDC/SLDC/DISCOM as applicable.
Delivery Point	<p>shall mean the point(s) of connection(s) at which energy is delivered into the Grid System</p> <p>a) For intra - state projects, at the voltage level of 110 kV or above of STU/MSETCL sub-station.</p> <p>b) For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.</p>
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	shall have the same meaning as defined in 3.11 of RfS
Financing Parties	means Parties financing the Project, pursuant to Financing Documents.
General Network Access (GNA)	shall mean General Network Access as defined under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022 and amendments thereof.
Group Company	<p>of a Company means</p> <ul style="list-style-type: none"> <li>a) A company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the company, or</li> <li>b) a company in which the company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such company, or</li> <li>c) 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</li> <li>d) 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</li> <li>e) a company which is under common control with the company, and control means ownership by one company of at least 10 % (Ten percent) of the 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.</li> </ul> <p>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</p>

	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;
Interconnection Point	shall mean the point(s) of connection(s) at which the project is connected to the grid: <ul style="list-style-type: none"> <li>b) For new intra - state projects, at the voltage level of 110 kV or above of STU/MSETCL sub-station, including the dedicated transmission line connecting the Wind and/or Solar power project.</li> <li>c) For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.</li> </ul>
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 Commencement Of Supply Date (SCD) of the Project without prior approval of MSEDCL.
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 the Contract.
Limited Liability Partnership or ILP	shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.
Limited Liability Company or LLC	shall mean Limited Liability Company; shall be as defined in clause 3.5.5.
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	the metering point will be at <ul style="list-style-type: none"> <li>a) For new intra - state projects, metering shall be at the voltage level of 110 kV or above of STU/MSETCL sub-station including the dedicated transmission line connecting the Hybrid power project.</li> <li>b) For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.</li> </ul>

		All expenses including wheeling charges and losses in relation to the transmission and distribution network including metering arrangement upto delivery point shall be borne by HPG.
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 more than 50% 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 or its 100% subsidiary Special Purpose Vehicle (SPV) (it should be between SPV and MSEDCL only) and MSEDCL according to the terms and conditions of the draft PPA enclosed with this RfS.
Project/ Hybrid Project/ Project	Wind-Solar Power Power	shall mean the Wind-Solar Hybrid Power Project, comprising Solar PV and Wind Power generation facilities having a single point or separate points of injection in to the grid at the Delivery Point/Interconnection Point/Metering Point at STU sub-station or in case of sharing of transmission lines, by separate injection at STU sub-station and having control systems and metering. The Project shall include all units/ modules and auxiliaries and associated facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to MSEDCL. The wind-solar hybrid power project is the project, where the rated power capacity of one resource is at least 33% (As specified by MNRE/MoP time to time) of the total contracted power capacity.
Hybrid Generator Generator	Power (HPG)/	shall mean a generator and supplier of electricity generated through a Wind Solar Hybrid power generating station and the Bidding Company or a Bidding Consortium participating in the bid and having been selected

	and allocated a project capacity by MSEDCL (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of project and signing of PPA with MSEDCL.
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 maximum AC capacity (in MW) at the delivery Point that can be scheduled on which the PPA shall be signed.
REA	shall mean Regional Energy Account.
RLDC	shall mean relevant Regional Load Dispatch Center established under sub section(1) of Section 27 of Electricity Act 2003, and amendments from time to time.
SCADA	means the Supervisory Control and Data Acquisition System (SCADA) installed for recording and transferring the online data.
Scheduled Commencement of Supply Date (SCSD)	means in relation to the contracted capacity or the part of the contracted capacity shall mean the date(s) corresponding to the date of commencement of supply. The date shall be declared by the Successful Bidder in the PPA for 100% contracted capacity which shall be within 24 (Twenty Four) months from the date of execution of the 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 by MSEDCL 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 Centre 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, 2003.
SNA	means State Nodal Agency.



TOE	shall mean Tender Opening Event.
Ultimate Parent	shall mean a Company, which owns more than fifty percent (50%) Equity either directly or indirectly in the Parent and Affiliates.
Week	shall mean calendar week.
Wind Power Project	means the wind power project that uses wind energy for conversion into electricity through wind turbine generator

**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 (<https://www.bharat-electronictender.com>). A link of the same is also available at [www.mahadiscom.in](http://www.mahadiscom.in). Interested bidders have to download official copy of RfS & other documents after logging into website of <https://www.bharat-electronictender.com> by using Login ID & Password provided by Bharat portal during registration (Refer Annexure C).
- 3.1.2** The bidders shall be eligible to submit / upload the bid document only after logging into (<https://www.bharat-electronictender.com>) and downloading 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 and cost of RfS documents as mentioned in the Bid Information Sheet. The bids submitted without cost of RfS document and/or Processing Fee and/or Bank Guarantee against EMD, shall not be considered for bidding and such bids shall not be opened by MSEDCL.

### **3.2 Total Capacity Offered:**

#### **3.2.1 Total Capacity**

The selection of inter/intra state Grid-connected Wind-Solar Hybrid Power Projects for total capacity of 1000 MW will be carried out through e-bidding followed by e-Reverse Auction process.

#### **3.2.2 Total capacity offered:**

- I. The Wind-Solar Hybrid Power Projects are required to be designed for inter-connection with transmission network of STU/CTU as the case may be. Following points are to be noted in this regard:

- a) The minimum bid capacity shall be 50 MW and above subject to the condition that the rated power capacity of one resource (wind or solar) shall be at least 33% (As specified by MNRE/MoP time to time) of the total contracted capacity.
- b) The minimum Project size of a single Hybrid Power Project for inter-state projects shall be 50 MW and above at one site and for intra-state projects shall be 10 MW and above at one site.
- c) Under this RfS, a Wind-Solar Hybrid Power Project shall mean a Project comprising two 'Resources' - one Solar and one Wind Power Project. The rated installed Project capacity of either of the two resources (wind or solar) shall be at least 33% of the total contracted capacity. (For e.g, if the total contracted capacity comprises of 200 MW then the minimum rated project capacity of any of the resource (wind or solar) shall be at least 66 MW).

**Note:** In the interest of utilizing the optimization potential offered by Wind-Solar Hybridization of the two resources, the HPG is free to declare the Project capacity of the Wind-Solar Hybrid Power Project at the STU/CTU Substation, which shall be considered as the Contracted capacity of the Wind-Solar Hybrid Power Project. The same Project capacity shall be entered in the Covering Letter and shall be considered as the Contracted Capacity under the PPA.

For avoidance of any doubt, it is hereby reiterated that the Project capacity of the Wind-Solar Hybrid Project does not necessarily have to be the arithmetic sum of the installed capacity of the two resources. However, the requirements as indicated above, regarding the minimum installed rated capacity of each of the components shall be strictly adhered to, failing which, the Project shall not be eligible for commissioning under the RfS.

- d) The solar and wind projects of the hybrid project may be located at same or different locations.

II. The HPGs shall demonstrate the rated capacities of each component separately at the

input side of the STU/CTU Substation as per the standard commissioning procedures. The HPG shall also maintain records of generation of electrical energy from wind and solar resource of the Wind-Solar Hybrid Project separately. The same shall be made available by the HPG to MSEDCL as and when required by MSEDCL.

### **3.3 Project Scope:**

The successful bidder shall set up Wind-Solar Hybrid Power Project including the transmission/Distribution network up to the Delivery Point in line with Section 3.12, 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 Government and local bodies shall be in the scope of the successful bidder.

However, the selection of Projects would be technology agnostic. In order to ensure quality of wind turbines installed, only type certified wind turbines models listed in Revised List of Models and Manufactures (RLMM) as published by MNRE from time to time and as on the date of commission of the project, shall be allowed for deployment of Country. In order to ensure only quality systems are installed, the Bidders shall strictly comply with the technical parameters detailed in the Annexure –A and as specified by MNRE from time to time whichever is applicable

For solar modules and balance of systems, technology would be within PV technology and crystalline silicon or thin film, etc. with or without Trackers (The trackers may fulfil the criteria as per the Annexure-F or any better technology/specifications) can be installed and the technology to be adopted shall be commercially established technology or in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 Implementation-Reg." and its subsequent amendments and clarifications issued until prior to atleast 30 days before SCSD, shall be applicable for this RfS. The modules used in the Projects under this RfS should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules. Further, the bidder

shall submit Declaration Format associated with Implementation of ALMM Order as per the Annexure- E attached to this RfS

The Bidder shall identify 100% land required for the project and submit tentative locations at the time of submission of bid in Format 6.1. The HPGs are free to change the Project location upto the date as on 12 months after Effective Date of the PPA.

### **3.4 Eligibility for Project capacity allocation**

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

- a) A bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single bid, subject to maximum bid capacity of 1000 MW or minimum bidding capacity as per Section 3.2.
- b) Multiple bids from same company including its Parent/Ultimate Parent /Affiliates/Group Companies shall make all the bids submitted by the group invalid.
- c) The evaluation of bids shall be carried out as described in Section 4. The methodology of allocation of projects is elaborated in Section 4.
- d) In case the bidder wishes to set up the Project at more than one location, there needs to be physically identifiable with separate boundary wall, separate inter-connection points, control systems and metering arrangements.

### **3.5 Qualification Requirements**

**3.5.1** Bidder as defined in Section 2 is eligible to participate under this RfS.

**3.5.2** The Bidding Entity should be incorporated in India under the Companies Act 1956 or Companies Act, 2013 as applicable.

**3.5.3** 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 with MSEDCL, 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 in consortium agreement. 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) years from the SCD, except with the prior approval of MSEDCL.

A bidder which has been selected as successful Bidder based on this RfS shall execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the successful bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA. It is also clarified that the SPV shall be only for the purpose of the Project under this RfS and shall not engage in any other activities that are not directly related to the Project. Further, the successful bidder shall ensure that its shareholding in the SPV (special purpose vehicle) / project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the SCD, except with the prior approval of MSEDCL

**3.5.4** 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 on 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) shall be applicable. Foreign company participating in RfS shall also comply with the applicable rules on foreign direct investments as specified by Government of India time to time.

**3.5.5** Limited Liability Companies (LLC) shall be eligible to participate. 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 shall 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.

**3.5.6** Limited Liability Partnership (LLPs) are not eligible for participation.

**3.5.7** For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 3.5.3 and 3.5.4 above should be an immediate 100 % subsidiary of the Bidder, without any intermediaries involved.

### **3.6 Eligibility Criteria**

#### **3.6.1 Net Worth:**

- a) The Net-Worth of the Bidder for the financial year ended on 31.03.2023 shall not be less than INR 1.10 Crores per MW (of the capacity quoted in bid) or as on the date at least 7 days prior to the due date of bid submission In case of foreign companies the applicable financial year shall be as per the applicable laws of the country of Incorporation.
- b) Bidders shall have to furnish a Certificate from Chartered Accountants/Appropriate Authority, certifying the Net worth per MW of quoted capacity as on 31st March, 2023 or as on the date at least 7 days prior to the due date of bid submission
- c) 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.
- d) 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 per Section 3.2.2.

### **3.6.2 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:

- a) A minimum annual turnover of Rs. 82.2 lakhs/MW (Rupees Seventy Five Lakhs per MW) of the quoted capacity during the previous financial year i.e., FY 2022-23 or as on the date at least 7 days prior to the due date of bid submission. It is hereby clarified that at “ Other Income) as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.
- b) Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of Rs. 16.44 Lakhs/MW of the quoted capacity, as on the last date of previous financial year, 2022-23.
- c) In-principle sanction letter from the lending institutions/banks of the Bidder, committing a Line of Credit for a minimum amount of Rs. 20.55 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.

**3.6.3** 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 3.6.(1) and 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.

- 3.6.4** The net worth to be considered for the above purpose will be the cumulative net-worth of the bidding company or consortium, together with the networth of those Affiliates of the bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS document

### **3.7 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 Wind-Solar Hybrid Power Projects and delivery of power at delivery point.

### **3.8 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:

- 3.8.1 Earnest Money Deposit (EMD) of Rs. 11 lakh / MW** in the form of Bank Guarantee along with RfS according to Format 6.3 (A) and valid for 12 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 at Annexure-B in favour of MSEDCL.
- 3.8.2 Performance Bank Guarantee (PBG):** The bidders selected by MSEDCL, based on this RfS shall submit the Performance Bank Guarantee (PBG) of Rs. 28 Lakh/MW according to the Format 6.3 (B), issued in favor of MSEDCL Seven (7) days prior to signing of PPA, with a validity period of 9 months and with claim period of 12 months from SCSD .  
The Bidder shall furnish the Performance Bank Guarantees (PBGs) from any of the Banks listed at Annexure-B to MSEDCL.
- 3.8.3** 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.

**3.8.4** The successful bidders are required to sign PPA with the MSEDCL within 1 month after the date of issue of LoA or date of MERC approval whichever is later. 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 3.6 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.

**3.9.5** All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the bidder.

**3.9.6** In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-A has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.

**3.9.7** 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 e- reverse auction. The PBG of the Wind-Solar Hybrid 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.

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

### **3.10 Forfeiture of EMD:**

The BG towards EMD shall be forfeited by MSEDCL in following cases:

- i) If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of the bid.
- ii) In case, MSEDCL offers to execute the PPA with the Selected Bidder and if the selected bidder does not submit the requisite documents as per Section 3.6;
- 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 3.8.

### **3.11 Financial Closure or Project Financing Arrangements**

**3.11.1** The HPG shall report 100 % tie-up of Financing Arrangements for the projects within Twelve (12) months the date of signing of PPA. Accordingly, the successful bidder shall furnish the following documents within Twelve (12) months from the date of signing of PPA. In this regard, the HPG shall submit a certificate/necessary documents from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity. Accordingly, the successful bidder shall furnish the following documents at the time of reporting Financial Closure i.e. Tie-up letter of 100% Financing Arrangements: internal resources and/or tie up funds through a bank/ financial institution by way of a legally binding agreement. In case of legally binding agreement not available at that time, sanction letter for commitment of such finances shall also be considered. The successful bidder shall submit the undertaking that legally binding agreement shall be submitted within two months from the date of financial closure.

- i) For internal resources, Copy of Board Resolution, Audited/Certified Balance sheet, Profit & Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company)
- ii) Copy of Final Detailed Project Report (DPR).
- iii) Connectivity Agreement with STU; and
- iv) Copy of Agreement/ MOU entered into / Purchase Order with acceptance, for the supply of Plants and Equipment;
- v) **Ownership of the HPG:** Latest Shareholding Pattern of the Project Company certified by Chartered Accountant.
- vi) Activity wise final schedule for meeting timelines/milestones as per RfS, Material

Procurement, final date/month of delivery of Solar Modules/Panels and WTGs at site, details of Taxes and duties considered for Wind-Solar Hybrid Project, Country of Import, if not domestically procured – Solar Modules/Panels, Start and Completion of construction activities etc.

vii) Self-Undertaking for identification of 100% land for Wind-Solar Hybrid Project as per the format attached as Annexure-.D

**3.11.2** Accordingly the Successful Bidder shall furnish the following documents within 12 months from the date of signing of PPA:

i) Submission of the details of all planned/proposed solar panels, inverters and wind turbine generators, along with necessary purchase order/agreements for the project at least 14 days prior to the scheduled financial closure date.

ii) Identification of 100% of the land for the project.

**3.11.3** Successful Bidders will have to submit the required documents as listed above to MSEDCL at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, MSEDCL shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

**3.11.4** An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Wind-Solar Hybrid Power Generator, on payment of penalty of Rs.10000/- per day per MW (excluding 18% GST, if applicable). This extension will not have any impact on the Scheduled Commencement Supply Date (SCSD). However such amount of penalty paid so shall be returned to the HPG without any interest within a period of 30 days of achievement of successful commissioning provided such commissioning is within the SCSD. However, in case of any delay in commissioning of the project beyond the SCSD, the amount as deposited above by the HPG shall not be refunded by MSEDCL.

**3.11.5** Sworn affidavit from the authorized signatory of the HPG listing the details of the land and certifying that total land required for the Project is under clear possession of the HPG. Change of land for the projects, including the State where the Project is located, is allowed prior to fulfilment of Financial Closure, under prior intimation to MSEDCL.

**3.12 Connectivity with the Grid**

- i) The project should be designed for delivery of energy at STU/CTU periphery as per applicable Delivery Point.
- ii) The responsibility of getting the grid connectivity with STU/CTU shall entirely be of the successful bidder and the same shall be in the name of successful bidder/SPV/its Developer.

Provided that if successful bidder with whom PPA has been executed have the grid connectivity in the name of developer, then successful bidder shall submit Memorandum of Understanding (MoU) between successful bidder and developer for utilization of grid connectivity of the developer by the successful bidder under this tender. The MoU shall be valid till the tenure of PPA i. e. 25 years from SCSD. However, successful bidder shall fulfil all the responsibilities under this PPA.

The HPDs will be required to apply for connectivity at the identified substation, as mentioned in the Covering Letter (Format 6.1), within 30 days after execution of PPA, and shall furnish copies of the application, complete in all respect, to MSEDCL within 15 days of date of filing of application. HPG shall also have to provide the copy of in-principle grant of connectivity, final grant of connectivity, connectivity agreement within 15 days of issuance of letter by STU/CTU / signing of connectivity agreement, as the case may be, to MSEDCL.

- iii) The transmission of power up to the Interconnection Point/Delivery point and energy accounting infrastructure shall be the responsibility of the successful bidder at his own cost. The maintenance of Transmission system up to the Interconnection Point/Delivery point shall be responsibility of the Bidder.
- iv) The arrangement of connectivity can be made by the successful bidder through a dedicated line which the successful bidder may construct himself or through any other agency. The entire cost of dedicated line including cost of construction of line, maintenance, losses etc. from the project up to the delivery point shall be borne by the successful bidder.
- v) The successful bidder shall not be entitled for deemed generation in case of any delay in grant of connectivity and /or Open Access till the Delivery Point.
- vi) The successful bidder shall comply with CERC/MERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity. In case of absence of regulations specific to Hybrid Projects, the above regulations shall be adhered to, separately for Wind and Solar Project

components.

- vii) The HPG shall be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations till the Delivery Point.
- viii) The HPG has to follow the timelines mentioned in the GNA regulation with respect to connectivity. In case the connectivity gets revoked due to non-compliance of HPG, in such case the capacity may not be off-taken and HPG will keep MSEDCL indemnified from any losses; further, the HPG shall be liable for any penalty for non-performance as specified in the RfS/PPA.
- ix) Further, it may be clarified that in case MSEDCL needs to pay transmission charges and losses upto delivery point, the same shall be recovered from HPG. Transmission charges shall be calculated on project capacity (MW) for which connectivity is granted.

### **3.13 Land Arrangement:**

Bidder shall identify the 100% (hundred per cent) land at the time of bid submission. The Successful bidder shall submit documents / Lease Agreement to establish possession and right to use 100 % (hundred per cent) of the required land in the name of the successful bidder/SPV for a period not less than the complete term of PPA, one month before SCSD. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or MSEDCL, in case of default of the Bidder.

At the time of Bid submission, the Bidder shall submit following details for identification of land

- (a) Sworn affidavit from the authorized person of the successful bidder listing the details of the land and certifying total land required for the project.
- (b) Copy of key plan drawing showing survey number, plot number, point of installation of Wind-Solar Hybrid project with capacity.

### **3.14 Power Purchase Agreement**

- 3.14.1** Power Purchase Agreement shall be executed between MSEDCL and successful bidder or its 100% subsidiary Special Purpose Vehicle (SPV), shall be provided by MSEDCL along with this RfS. The PPA shall be signed with the tariff rate for the contracted power as quoted by the bidder in the “Price Bid” or that after e-Reverse Auction, whichever is lower. The PPA shall be signed within 1 month from date of issue of LoA or the adoption of Tariff by MERC whichever is later. Single PPA will be executed between MSEDCL

and successful bidder or its 100 % SPV for the awarded capacity. The PPA shall be valid for a period of 25 years from Scheduled Commencement of Supply Date (SCSD) in case of proposed/new wind solar hybrid power projects or for a period of 25 years from the date of execution of PPA for existing wind solar hybrid power projects based on the terms, conditions and provisions of the RfS, irrespective of dates of early part commissioning or early full commissioning.

Note: Single PPA will be executed between MSEDCL and the HPG as per the breakup of the cumulative Project capacity awarded to the Bidder. The HPG shall provide the project breakup for the cumulative capacity quoted, in the Covering Letter (Format 6.1), which can be changed by the HPG prior to signing of PPA. The final project configuration, adding up to the cumulative capacity awarded to the bidder may be intimated to MSEDCL at the time of signing of PPA, which shall remain unchanged subsequent to signing of PPA. However, the HPG will be allowed to change the location of the Project(s) till 12 months from execution of PPA without any change in the project configuration. Delays in connectivity and/or LTA for the Project(s) on account of such changes in Project locations, which differ from the details provided in the Covering letter, shall be at the risk of the Successful Bidder.

**3.14.2** 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.

**3.14.3** The successful bidders shall be free to operate their projects after expiry of 25 years from the SCSD of the project if other conditions like land lease etc., permits. However, any extension of the PPA period beyond 25 years shall be through mutual agreements between the successful bidder and MSEDCL.

**3.15 Capacity Utilization Factor (CUF):**

“Declared CUF” shall mean the % capacity utilization factor of the project mentioned in Clause No. 5.5.1 of the PPA and which shall be allowed to revise the same once within first three years of SCD. Such revision of the CUF shall be done within completion three years



from SCD and no such revision shall be allowed thereafter and it shall remain unchanged for the balance term of the PPA.

### **3.15.1 Criteria for generation:**

The HPG will declare the annual CUF of their project at the time of bid submission and will be allowed to revise the same once within first three years after SCSD of the full project capacity. The declared annual CUF shall in no case be less than 30% over a Contract Year. The CUF so revised, shall be applicable, after intimation by HPG to MSEDCL, which shall be within first three years of SCD and applicable till remaining period of PPA. Calculation of CUF will be on yearly basis from 1<sup>st</sup> April of the year to 31<sup>st</sup> March of next year. Energy supplied between SCD and commencement of first financial year after SCD will not be taken into consideration for the purpose of calculation of CUF. Subsequently, the annual CUF will be calculated every year from 1<sup>st</sup> April of the year to 31<sup>st</sup> March of next year.

The HPG shall maintain generation so as to achieve annual CUF not less than 90% of the declared value (i. e. minimum CUF) and not more than 120% of the declared CUF value (i. e. Maximum CUF), during the PPA duration of 25 years. The lower limit will, however, be relaxable by MSEDCL to the extent of grid non-availability for evacuation which is beyond the control of the HPG.

For the first year of operation of the Project, the annual CUF shall be calculated for the complete year after commencement of power supply from the Project. Subsequently, the annual CUF will be calculated every year from 1<sup>st</sup> April of the year to 31<sup>st</sup> March next year. Similarly, for the last year of operation of the Project, the annual CUF shall be calculated for the complete year before the expiry of the PPA.

### **3.15.2 Shortfall in minimum generation:**

During PPA, if for any Contract Year, it is found that the HPG has not been able to generate minimum energy corresponding to minimum annual CUF declared by the HPG, such shortfall in performance shall make Power Producer liable to pay the compensation to MSEDCL. This will, however be relaxed by MSEDCL to the extent of grid non-availability for evacuation, which is beyond the control of the Wind-Solar Hybrid power generator. The amount of such penalty will be equal to 1.5 times (**one and a**

**half times)** the Applicable Tariff for the shortfall in energy terms. The penalty as per above shall be applied on the amount of shortfall in generation from the Project during any Contract Year. However, this penalty shall not be applicable in events of Force Majeure identified under PPA affecting supply of wind-solar hybrid power by seller/HPG.

The reference to the compensation payable to MSEDCL for not meeting RPOs is only a measure of damage. It shall not be construed that the compensation is payable by the HPG only if the MSEDCL is required to pay compensation for such not meeting of RPOs or that the MSEDCL or the HPG shall be required to prove or establish such payment of compensation for not meeting the RPOs.

The HPG shall agree that the methodology specified herein above for calculation of liquidated damages payable by the HPG for shortfall in generation is a genuine and accurate pre-estimation of the actual loss that will be suffered by MSEDCL. The HPG shall further acknowledge that a breach of any of the obligations contained herein result in injuries and that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre-estimate of the damages that may be suffered by the MSEDCL in each case specified under this Agreement.

### **3.15.3 Excess Generation:**

In case the availability is more than the maximum annual CUF specified, the HPG will be free to sell it to any other entity provided first right of refusal will vest with MSEDCL. In case the MSEDCL purchases the excess generation, excess generation over and above maximum annual CUF, the same may be done at the PPA tariff. MSEDCL shall inform the HPG for procurement of excess power within 15 days of receiving a written intimation from the HPG for such excess generation. If in case MSEDCL fails to reply to the HPG within the above stipulated time period then the HPG shall be free to sell it to any other entity. In case at any point of time, the peak of capacity reached is higher than the allotted capacity and causes disturbance in the system at the point where power is injected, the HPG will have to forego the excess generation and reduce the output to the allotted capacity to ensure compliance with grid requirement.

### **3.16 Repowering:**

The Wind-Solar Hybrid Power Generator(s) shall be allowed to repower the project from

time to time during the PPA term of 25 years. The generator shall not be in default for non-supply of power during this period of repowering. The generator has to maintain generation as per committed/ declared CUF range (-90% / + 120 %) and MSEDCL will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) and compensation against change in law for the repowered capacity shall not be allowed. Any excess generation shall be dealt as specified in clause 3.15.3 of RfS.

**3.17 Commissioning and Penalty for Delay in commissioning**

**3.17.1** The Projects shall be commissioned within a period of 24 (Twenty Four) months from the date of execution of the PPA, in line with the Procedure elaborated in PPA document. Commissioning certificates shall be issued by RLDC/SLDC/ MSEDCL as the case may be after successful commissioning of the Project.

**3.17.2** The Successful Bidder shall be required to obtain Developer and / or Transfer Permission, Copy of key plan drawing showing survey number, plot number, point of installation of wind solar hybrid project with capacity.

**3.17.3** Further, evidence of clear possession of Project Site selected by Successful Bidder shall be submitted 30 (Thirty) days before SCSD or extended SCSD for which the Successful Bidder shall provide documents/ Lease Agreement to establish possession/ right to use 100% (hundred per cent) of the required land in the name of the Successful Bidder or its Affiliate. In case the land is in the name of Affiliate, the land should be transferred in the name of Successful Bidder prior to Scheduled Commencement of Supply Date (SCSD). Wherever leasing of private land is involved, the lease should allow transfer of land to lenders or MSEDCL, in case of default of the Successful Bidder. For lease of Government land, if the lease is not available upfront for the entire term of the PPA, then the Successful Bidder shall be required to give an undertaking stating that they shall be solely responsible for securing the extension of required land for the balance period of term of PPA. For lease of private land, the lease period shall cover the entire term of PPA. 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 shall be submitted by the Successful Bidder 30 (thirty) days before SCSD. Commissioning of the Project will not be allowed until the demonstration of land possession by the successful bidder. Such

delay in commissioning, if any, shall lead to liquidated damages as per clause 3.17.7.

Synchronization certificates shall be issued by RLDC/MSLDC and after successful commissioning of Project, commissioning certificate shall be issued by MSEDCL.

**3.17.4 Part Commissioning:** Part commissioning of the Project shall be accepted by MSEDCL subjected to the condition that the minimum capacity for acceptance of commencement of supply of power shall be 50% of Project Capacity or 50 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, in case of inter-state project, minimum capacity for acceptance of commencement of supply of power shall be at least 50 MW. The projects can further commence supply of power in parts of at least 50 MW capacity; with last part as the balance capacity

However, the SCSD will not get altered due to part commissioning. In case of part-commissioning of the Project, land corresponding to the part capacity being commissioned, shall be required to be demonstrated by the HPD prior to declaration of commissioning of the said part capacity. Irrespective of dates of part commissioning, the PPA will remain in force for a period of 25 years from the SCSD.

The part commissioning should not be construed by just installing one source of generation, the HPD shall install both Solar and Wind capacities in proposed ratio on pro-rata basis. In case of part commissioning of the Wind-Solar Hybrid Power Projects, it shall be mandatory to demonstrate commissioning of one component (either wind or solar) having capacity equal to at least 33% (as amended by MNRE/MoP time to time) of the total contracted capacity of the other component being commissioned, otherwise the project shall not be demonstrated as part-commissioned. In other words, it is clarified that commissioning of a single component or having a composition lower than the above required percentage, shall not construe part commissioning of the Hybrid Project.

**3.17.5 Early Commissioning:**

(a) The HPG shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCSD subject to availability of transmission connectivity and Long-Term/Medium Term/ Short Term Access. In cases of early part commissioning, the HPG will be free to sell it to any other entity provided first right of refusal will vest with MSEDCL. MSEDCL shall provide refusal within 30

(thirty) days from the receipt of the request, beyond which it would be considered as deemed refusal. Procurement of such early commissioned power, if accepted by the MSEDCL, shall be done at the PPA tariff.

- (b) In case of multiple Project components, and if one or more such whole component (wind, solar PV source) is/are ready for injection of power into the grid, but the remaining component(s) is/are unable to commence supply of power, the HPG will be allowed to commence power supply from such component which is ready, outside the ambit of PPA, with first right of refusal for such power being vested with MSEDCL. The HPD shall have to give fifteen (15) days advance notice in this regard. In case MSEDCL decides to buy such discrete component's power outside the PPA, such power shall be purchased at the rate and time period as decided by MSEDCL.

The above scenario (b) does not qualify under the provisions of Part/Early Commencement of power supply under the RfS and PPA. This is a special scenario wherein in case one or more project component(s) is/are ready, the power supply from such component is not wasted. The above scenario will be applicable until the HPD is ready to commence power supply as per the provisions of Clauses 3.17.4 and 3.17.6 (a) of the RfS.

### **3.17.6 Delay in Commissioning:**

The Project shall be commissioned by the Scheduled Commencement of Supply Date (SCSD), which will be the date as on 24(twenty four) months from the date of execution of the PPA. In case of failure to achieve this milestone, MSEDCL shall forfeit the Performance Bank Guarantee (PBG) in the following manner:

- i) **For Delay in Commencement of Supply of Power upto six (6) months from SCSD**

MSEDCL will forfeit total Performance Bank Guarantee on per day basis and proportionate to the Capacity that has not commenced supply of power.

For example, in case of a Project of 240 MW capacity, if commencement of power supply from 100 MW capacity is delayed by 18 days beyond the SCSD, then the penalty shall be calculated as: PBG amount X (100/240) X (18/180). For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days.

ii) **In case the Commencement of Supply of Power delayed beyond Six (6) months from the SCSD,**

In case the commissioning of the project is delayed beyond Six (6) months from SSCD, the HPG's Event of Default as per Article 10.3 of PPA shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned upto SCSD + 6 months. The PPA for balance capacity not commissioned shall be terminated.

**3.18 Commencement Of Supply Date (CSD):**

Commencement Of Supply Date with respect to the Project shall mean the date certified in the commissioning certificate is issued upon successful commissioning of the full capacity of the Project or the last part capacity of the Project (certified by RLDC/SLDC/MSEDCL) as the case may be 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.

Provided that in case of the reduced Contracted Capacity due to delay in commissioning as per 3.17.6 of the RfS, the SCD shall be the date of commissioning of the last part in line with part commissioning terms of 3.17.4 of the RfS.

**3.19 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 Owner or 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 SCD, 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 SCD, 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 Owner or 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 SCD, 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 owner or promoters or and their shareholding to MSEDCL before signing of the PPA with MSEDCL.

- v) In case of Project being executed through SPVs: The Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after the SCD, except with the prior approval of MSEDCL. In the event the selected 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 01 (one) year after SCD, except with the prior approval of MSEDCL. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- vi) Any change in the shareholding after the expiry of 1 (one) year from the SCD can be undertaken under intimation to MSEDCL.
- vii) 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 SCD. However, in case Parent company is a listed company, then shareholding pattern of promoters of Parent Company shall not be changed.
- viii) In the event the HPG is in default to the lender(s), lenders shall be entitled to undertake “Substitution of Promoter” in concurrence with MSEDCL.
- ix) 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 HPG/bidder to MSEDCL. However, the new entity should be of the same financial strength as the Successful Bidder.

### **3.20 Structuring of the Bid selection process**

Single stage, double envelope bidding followed by reverse auction has been envisaged under this RfS. Bidders have to submit both Technical bid and Financial bid (fixed

tariff) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Section 3.21 & 3.22.

**3.21 Instructions to Bidders for structuring of bid proposals in Response to RfS**

Bidders 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 C**.

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

- i) Covering Letter as per **Format 6.1**.
- ii) 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 here to as **Format 6.2**.

In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this section. Provided that, such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.

In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates prevailing on the relevant



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

- iii) Earnest Money Deposit (EMD) in the form as per **Format 6.3 A**.
- iv) Performance Bank Guarantee (to be submitted before signing of PPA as specified in Section 3.9) in the form as per **Format 6.3 B**
- v) 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.
- vi) 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.
- vii) Bidder shall ensure that the technology to be adopted shall be commercially

established technology as per the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) (Refer NIWE website) issued by MNRE and For solar modules, Bidder shall ensure that the technology to be adopted shall be commercially established technology or in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 as amended from time to time, whichever is applicable. Final details of the same shall be submitted prior to at least 30 days before SCSD.

- viii) Tie-up of Financing Arrangements for the projects within 12 months from the date of execution of PPA.
- ix) **Format 6.6:** Format for Disclosure.
- x) **Format 6.7:** Format submission of Financial Bid
- xi) **Format 6.8:** Format for regarding timelines and milestones
- xii) 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/ Wind-Solar Hybrid 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/ Appropriate Authority 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. 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.

- f) Certified copies of annual audited accounts for the last financial year, i.e. 2022-23 as applicable shall be required to be submitted; OR in case the Bidder is a newly formed company, supported by documentary evidence of its recent formation at RoC, then the certificate issued by a Chartered Accountant with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statement as on latest available date supported with bank statement (if available) shall be required to be submitted. In case Final Audited Annual Accounts for the last financial year are not available, then MSEDCL shall accept the Provisional Accounts which are duly certified by a practicing Chartered Accountant of India. Provided that an undertaking is submitted by the bidder confirming that Final Audited Annual Accounts for the last financial year are not available as on date of bid submission. Foreign Bidders shall be required to submit their audited annual accounts of previous two years as per relevant laws / acts of their country of origin and the same shall be duly certified by a practicing Chartered Accountant of India.
- g) Certificate from Chartered Accountants, certifying the Net worth of the bidder per MW of quoted capacity as per Section 2 of the Companies Act 2013 as on date of financial year ending i.e. 31.03.2023 or 31.12.2023 as the case may be, or in case the Bidder is a newly formed company, supported by documentary evidence of its recent formation at ROC or in case the net worth of the Bidder is not meeting the criteria as per Clause 3.6, then the certificate issued by a Chartered Accountant computing net worth based on certified copy of Balance Sheet, Profit & Loss account, Schedules and cash flow statement as on latest available date supported with bank statement shall be required to be submitted.
- h) In case a bidder submits the Net-worth credentials of its Parent / Affiliate, an

undertaking from such Parent / Affiliate shall be submitted, stating that in case the bidder(s) fails to contribute required equity funding and performance bank guarantee, the same shall be done by such Parent / Affiliate in line with Clause 3.6 of the RFS.

- i) Activity wise Tentative schedule for meeting timelines/milestones (Format 6.8\_ as per RfS at the time of bid submission such as Grid Connectivity, Material Procurement, tentative date/month taxes of procurement of Wind turbines/Solar Modules/Panels, Country of Import, if not domestically procured – Wind Turbines/Solar Modules/Panels, details of Taxes and duties considered for Wind-Solar Hybrid Project, Start and Completion of construction activities etc. However, if any revision in given schedule, Bidder shall submit it at the time of Financial Closure.

### **3.22 Important notes and instructions to Bidders**

- i) 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.
- ii) 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.
- iii) 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 forfeited. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- iv) If the event specified at (iii) above is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- v) 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).

- vi) All documents of the response to RfS (including RfS, PPA and all other documents uploaded on <https://www.bharat-electronictender.com> part of this RfS) submitted online must be **digitally signed** by the person authorized by the Board as per Format 6.4.
- vii) 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.
- viii) 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.
- ix) Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- x) Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by MSEDCL.
- xi) Response to RfS not submitted in the specified formats will be liable for rejection by MSEDCL.
- xii) Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- xiii) 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.
- xiv) Only MERC and/ or Bombay High Court shall have exclusive jurisdiction in all matters pertaining to this RfS.

### **3.23 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":

- i) Non submission of Cost of RfS and/or Processing fee or the details payment done online as mentioned in the Bid Information Sheet.
- ii) Non-submission of EMD in acceptable form along with RfS document.
- iii) Response to RfS (offline as well as online) not received by the due date and time of bid submission;
- iv) 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;
- v) Non submission of the original documents mentioned at Section 3.6, 3.16 by due date and time of bid submission;
- vi) Any indication of tariff in any part of response to the RfS, other than in the financial bid.
- vii) Data filled in the Electronic form of financial bid (Second envelope), not in line with the instructions mentioned in the same electronic form Bidder or any of its Affiliates is a wilful defaulter to any lender;
- viii) Major litigation pending or threatened against the bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the bidder to undertake the Project;
- ix) 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.
- x) Conditional bids shall be summarily rejected.

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

**(a) Covering Envelope: Superscripted as “Covering Envelope Containing Cost of RfS Document, Processing Fee, Bank Guarantee towards EMD, and Covering Letter, Power of Attorney (if applicable), Consortium Agreement (if applicable), Board Resolution” must contain the following:**

- i) Payment details for RfS Document as mentioned in Bid Information Sheet.
- ii) Payment Details for Processing Fee as mentioned in the Bid Information Sheet
- iii) Original Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 6.3A). One EMD may be submitted for the cumulative capacity quoted by the bidder.
- iv) Covering Letter as per Format 6.1
- v) Power of Attorney as per Format 6.2 (if applicable)
- vi) Board Resolution as per Format 6.4
- vii) Consortium Agreement as per Format 6.5 (if applicable)
- viii) Letter for Disclosure, as per format 6.6:
- ix) Submission of Financial Bid as per format 6.7
- x) Format regarding timelines of the milestones as per format 6.8
- xi) Bidders’ Declaration Format associated with Implementation of ALMM Order (Annexure-E)

**(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)

<b>Response to RfS for procurement of 1000 MW of Power from Grid- Connected Wind-Solar Hybrid Power Project</b>	
<b>Cumulative Capacity of the project applied for</b>	___ MW
<b>RfS Reference No.</b>	
<b>Submitted by</b>	(Enter Full name and address of the Bidder)
<b>Authorized Signatory</b>	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
<b>Bid Submitted to</b>	Chief Engineer (Renewable Energy) Maharashtra State Electricity Distribution Co. Ltd. Office of the Chief Engineer (Renewable Energy), “Prakashgad”, 5 <sup>th</sup> floor, Station Road, Bandra (E), Mumbai -400 051.

## **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-C. 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 forfeited and the EMD(s) shall be returned.

All documents of the response to RfS submitted online must be digitally signed on <https://www.bharat-electronictender.com> , which should contain the following:

### **1. Technical Bid (First Envelope)**

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.

- a) Formats- 6.1, 6.2 (if applicable), 6.3 A, 6.4, 6.5 (if applicable), 6.6
- b) All supporting documents regarding meeting the eligibility Criteria



- c) The bidder will have to fill the Electronic Form provided at the p  
<https://www.bharat-electronictender.com> portal as part of Technical Bid.

## **2. Financial Bid (Second Envelope)**

Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):

- a) Covering letter as per Format-6.1 of this **RfS** document;
- b) Only single tariff bid for all the Projects shall have to be filled online in the Electronic Form provided at <https://www.bharat-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) The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
- b) 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.
- c) 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.
- d) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

### **3.25 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 afore mentioned validity requirement. MSEDCL reserves its right to extend the bid validity with the successful bidder/s with mutual consent, if required.

### **3.26 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.

### **3.27 Clarifications/Pre Bid meeting/ Enquires/ Amendments**

- i) Clarifications / Doubts, if any, on RfS document may be emailed and/or through <https://www.bharat-electronictender.com> / [ncetendersedcl@gmail.com](mailto:ncetendersedcl@gmail.com).
- ii) MSEDCL will make effort to respond to the same in 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 on the website <https://www.bharat-electronictender.com>. If necessary, amendments, clarifications, elaborations shall be issued by MSEDCL which will be uploaded on website <https://www.bharat-electronictender.com> /[www.mahadiscom.in](http://www.mahadiscom.in) . 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

### **3.28 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.

### **3.29 Pre and Post LoA Compliance :**

As per Format 6.8 of this RfS, timely completion of all milestones i.e. signing of PPA, meeting Financial Closure requirements, conditions subsequent, commissioning, etc. will be the sole responsibility of the Successful Bidders and MSEDCL shall not be liable for issuing any intimations / reminders to them for timely compliance of milestones and/or submission of compliance documents.

Any checklist shared with the Bidders / Successful Bidders by MSEDCL for compliance of milestones shall be for the purpose of facilitation only. Any additional documents required as per the conditions of RfS and PPA must be timely submitted by the Bidders / Successful Bidders.

## **SECTION 4: BID EVALUATION AND SELECTION OF PROJECTS**

## **Section 4: Bid evaluation methodology and selection of Projects**

### **4.1 Bid Evaluation**

- i) Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in **Section 3** of this RfS.
- ii) To ensure competitiveness, the minimum number of qualified Bidders should be two. If the number of qualified bidders is less than two, even after three attempts of bidding, and MSEDCL still wants to continue with the bidding process, the same may be done with the consent of Maharashtra Electricity Regulatory Commission.
- iii) The detailed evaluation procedure and selection of bidders are described in subsequent sections in this Section.

### **4.2 Techno-commercial Evaluation of bidders**

#### **i) First Envelope (Technical Bid) Evaluation (Step-1):**

- a) 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 are received at MSEDCL office on or before the due date and time of bid submission.
- b) 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.
- c) 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.bharat-electronictender.com>. 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.

- d) The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per RfS.

**ii) Second Envelope (Financial Bid) Evaluation (Step-2):**

In this step evaluations shall be done based on the Tariff quoted by the bidders in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

- a) 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 the project. Tariff can be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is Rs. 3.337, then it shall be considered as Rs. 3.33).
- b) In this step, evaluation will be carried out based on tariff quoted by the Bidders.
- c) On completion of Techno-commercial bid evaluation, if it is found that the total aggregate capacity of the Wind-Solar Hybrid Power Projects short-listed is more than 1000 MW, then the procedure as elaborated in **Section 4.3** shall be followed.

Note: In case of each category, on completion of Techno-commercial bid evaluation, if it is found that only one bidder is eligible, opening of the financial bid of the bidder will be at the discretion of MSEDCL. Thereafter MSEDCL

will take appropriate action in consultation with MERC. If more than 5 bidders submitted their bids, then the bidder or bidders with the highest quoted Tariff shall be disqualified from this Tender process.

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

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

In above illustration both L9 bidders (B9 and B11) shall be disqualified.

Example: If L5 and L6 or above have same highest quoted Tariff, then MSEDCL shall disqualify L6 and above, taking consideration of the bid submission date and time.

### 4.3 Reverse Auction (Step-3)

- i) The reverse auction shall be conducted on <https://www.bharat-electronictender.com> Reverse Auction shall be carried out as specified in “Bid Information Sheet” of this RfS.
- ii) The bucket of the capacity to be considered in the price auction process will be based on the installed capacity which needs to be submitted by the bidder while filing the Online Bid.

- iii) Shortlisted bidders for Reverse Auction will be able to login into the <https://www.bharat-electronictender.com> website of reverse auction, 15 minutes before the start time of reverse auction.
- a) During the 15 minutes prior to start of reverse auction process, the respective tariff along with the total project capacity of the bidder shall be displayed on its window.
  - b) The minimum decrement value for tariff shall be Rs. 0.01 per kWh. The bidder can mention its revised tariff which has to be at least 01 (one) paisa less than its current tariff.
  - c) Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value mentioned in the previous section. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
  - d) In the bidder's bidding window, the following information can be viewed by the bidder:

Its tariff as their initial start price and there after last quoted tariff along with project capacity for which the bidder is qualified;
  - e) The initial auction period will be of 30 minutes with a provision of auto extension by Eight minutes from the scheduled/extended closing time if any fresh bid is received in last eight (8) minutes of auction period or extended auction period. If no valid bid is received during last eight minutes of auction period or extended auction period, then the reverse auction process will get closed.

#### **4.4 Selection of Successful Bidders**

- i) The bidders shall be selected in the ascending order with lowest quoted tariff (being L1) till the capacity is exhausted.
- ii) The lowest quoting bidder will be allotted its qualified project capacity and then, next higher bidder will be allotted its qualified project capacity and so on, till the total capacity (i.e. 1000 MW) is exhausted.
- iii) 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 (i.e. 1000 MW) is exhausted. However, if the allocated capacity is less than the 50% of the offered capacity by the bidder then right to refusal

shall be lie with the bidder. In case the last selected bidder opts for right of refusal as stated above, the bidder shall intimate MSEDCL about its refusal within two working days after e- Reverse Auction event in writing. The balance capacity will be offered to next eligible bidders at MSEDCL discretion.

- iv) In case of tie, among two or more bidders (i.e. their last quoted tariff being the same) they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others.
- v) In the above case (as mentioned in previous section), if the time of quote also become exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow:

Step 1: Lowest rank will be given to the bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.

Step 2: Ranking will be done based on draw of lots.

- vi) 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.
- vii) The capacity allocation shall be on the basis of Bucket filling i.e. capacity quoted by least quoted tariff bidder (called the L1 bidder) at the rates quoted (L1 rates) shall be allocated first, then the capacity quoted by the next lowest bidder (called the L2 bidder) at the rates quoted (called the L2 rates) may be allocated and so on However, the allocation will only be made to the bidders whose bid falls within a pre-defined “Range” from the L1 tariff. Thus, after arranging the bidders in the ascending order of tariff, the Project capacities will be awarded only to those bidders whose final price bids are within a range of “L1+3%”, in terms of Rs/kWh.

In all cases, MSEDCL’s decision regarding selection of bidder through Reverse Auction or otherwise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

Also, MSEDCL shall reserve the right to short close the capacity lower than 1000 MW at its discretion if prices are abruptly high.



## **SECTION 5: OTHER PROVISIONS**

## **Section 5: Other Provisions**

### **5.1 General Design of the Facility:**

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

The Bidder shall ensure that the Facility at all times (Applicable for Intra-State Projects only):

- i) Have SCADA installation/ any other continuous communication facility for transferring the data of Wind-Solar Hybrid generation from the Facility's switchyard to the State Grid's Sub-Station;
- ii) 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.
- iii) Moreover, it shall be mandatory to provide real time visibility of electricity generation to MSLDC at Airoli, Navi Mumbai, Maharashtra through RTU-DC, V-SAT.

### **5.2 Performance Monitoring**

All Hybrid Power Projects shall install necessary equipment to continuously measure wind and solar resource data and other weather parameters and electrical parameters. They are required to submit this data through online portal to MSEDCL/DISCOM, National Institute of Wind Energy (NIWE), National Institute of Solar Energy (NISE) and/ or other designated agency for monitoring the performance for the entire life of the project.

# **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 Section 3.6, 3.16, 3.18 of Section 3 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)  
Format for Earnest Money Deposit (EMD) (Format 6.3 A) ;Format for Performance Bank Guarantee (Format 6.3 B)
- c) Format for Board Resolutions (Format 6.4)
- d) Format for the Consortium Agreement (Format 6.5)
- e) Format for Disclosure (Format 6.6)
- f) Format for submission of financial bid (Formats 6.7)
- g) Format regarding Timelines of the milestones (Format 6.8)
- h) Check List for Bank Guarantees (Annexure-A)
- i) List of Banks (Annexure-B)
- j) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-C)
- k) Self-Undertaking for identification of 100% land for wind solar hybrid project (Annexure-D).
- l) Bidders' Declaration Format associated with Implementation of ALMM Order (Annexure-E)
- m) Tracker Specifications (Annexure-F)

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

## FORMAT-6.1

### Covering Letter

(The covering letter should be on the Letter Head of the Bidding 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#

To

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

PURCHASE OF POWER FROM 1000 MW GRID CONNECTED WIND-SOLAR  
HYBRID POWER PROJECTS THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED  
BY REVERSE E- AUCTION)

Dear Sir,

We, the undersigned [insert name of the 'Bidder ] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the draft PPA for supply of power for 25 years from the date of SCD (for the proposed projects) and date of execution of PPA (for already commissioned projects) of the Project to MSEDCL 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 Wind solar Wind-Solar Hybrid Power Project:-

	Source (Wind/Solar)	Project capacity in MW	Location of Project (Village, Taluka, District.)
1			
2			
3			

(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 18 months from 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 3.8 of this RfS. The total capacity of the Wind-Solar Hybrid 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 Section 3.8 , respectively on issue of LOA by MSEDCL for the selected Projects and/or we are not able to sign PPA with MSEDCL within 01 month from date of issue of LOA or date of MERC approval whichever is later., 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  
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.
7. Familiarity with Relevant Indian Laws & Regulations:  
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.
8. 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.
9. 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 3 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 articles of PPA shall be applied on such projects. Further, the project shall not be considered as commissioned unless the connectivity with STU /DISCOM grid is established, SNA/MEDA registration certificate and /SLDC/DISCOM 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.

10. 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.
11. 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.
12. 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).
13. Contact Person

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

.....

Designation

Company Address

Mobile Nos. : .....

Fax Nos. : .....

E-mail add

14. 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 HPG s event of default under PPA and consequent provisions of PPA shall apply.

Dated the \_day of \_, 24

Thanking you, Yours faithfully,

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

**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 of .....and having its Registered /Head Office at ..... as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No. MSEDCL / Competitive / 1000 MW / Wind-Solar Hybrid 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 of .....under the Common Seal of our company.

For and on behalf of Consortium Member M/  
----- (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.

## Instructions/guidelines for Issuance Bank Guarantee

1. Bank guarantee to be submitted shall be as per the format attached.
2. Bank guarantee shall be executed on the non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
3. Bank guarantee shall be submitted along with the banker's covering letter.
4. **Bank guarantee issued should ensure the compliance with the SFMS (Structured Financial Messaging System) requirement, as mandated by RBI.**
5. **Bank guarantee issued without SFMS compliance will not be accepted.**
6. MSEDCL Bank details for Earnest Money Deposit and Performance Bank Guarantee are as follows

<b>Name</b>	Maharashtra State Electricity Distribution Co. Ltd.
<b>Address</b>	Prakashgad", 5th Floor, Anant kanekar Marg, Bandra (E), Mumbai -400 051
<b>Bank Name</b>	Bank of India
<b>Branch Name and address</b>	Mumbai Large Corporate Branch Bank of India Building, 4 <sup>th</sup> Floor, 70-80 M.G. Road, Fort Mumbai-400 001
<b>Account No</b>	016020110000033
<b>IFSC CODE</b>	BKID0000160
<b>MICR CODE</b>	400013127

7. While issuing the bank guarantee, Bank should adhere to the RBI guidelines in respect of same. Each page of Bank guarantee should bear the BG number and signatures of officials.
8. The Bank Guarantee shall be executed by any of the Bank from the List of Banks mentioned in this Rfs.
9. **The Complete address of issuing Bank & branch** to be mentioned in the Bank guarantee also the details like email address and contact nos to be provided with bank guarantee.
10. Bidder must adhere to the above instruction/guidelines while submitting the Bank guarantee. Bank guarantee will not be accepted if its found to be in any deviation of above instruction/guidelines.

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

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 Hybrid Power Generators for Setting up of 1000 MW inter/intra state grid connected Wind-Solar Hybrid projects through competitive bidding process of the cumulative capacity of.....

MW [Insert cumulative Contracted capacity proposed] for supply of Power there from on long term basis, in response to the RfS No. MSEDCL/RE /2024/ 1000 MW/ Wind-Solar Hybrid/T-Phase III 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 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 Place from the address of MSEDCL] forthwith on demand in writing from MSEDCL or any name of Officer authorized by it in this behalf, any amount up to and not exceeding Rupees -----[Insert the amount not less than that derived on the basis of Rs. 10 Lakhs per MW of cumulative capacity Bidder] 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 INR\_\_\_\_\_ (INR 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 herein:*

(i) *Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_ only)*

(ii) *This Bank Guarantee shall be valid up to \_\_\_\_\_ and*

(iii) *We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before.. .. . (mention period of the guarantee as found under clause (ii) above plus claim period of at least 6 months)*

IN WITNESS WHEREOF THE BANK, through its authorised officer has set its hand and stamp on this day of \_\_\_\_\_ in the city of \_\_\_\_\_.

**This Bank Guarantee shall be effective only when the BG message is transmitted by the issuing Bank through SFMS to \_\_\_\_\_ (Details of the Bank & Branch to be mentioned).**

Signature :

Name:

Designation with Bank Stamp:

Official Address:

Witness 1

Signature :

Name:

Witness 2

Signature:

Name :

## FORMAT- 6.3 B

### Format for Performance Bank Guarantee for Wind-Solar Hybrid Power Project

Ref.\_\_\_\_Bank Guarantee No.\_\_\_\_\_ Date:\_\_\_\_\_

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected HPG') 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 POWER FROM 1000 MW GRID CONNECTED WIND-SOLAR HYBRID POWER PROJECTS THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY REVERSE E-AUCTION), in response to the RfS dated -----issued by Maharashtra State Electricity Distribution Co. Ltd.(hereinafter referred to as MSEDCL) and MSEDCL considering such response to the RfS of ..... [insert the name of the selected HPG] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Wind-Solar Hybrid Power Project of the HPG and issuing Letter of Intent No -- ----- to (Insert Name of selected Power Producer) 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 HPG 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 HPG / 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 HPG / 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 HPG / Project Company , to make any claim against or any demand on the selected HPG / Project Company or to give any notice to the selected HPG / 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 HPG / 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 herein:*

- (i) *Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_ only)*
- (ii) *This Bank Guarantee shall be valid up to \_\_\_\_\_ and*
- (iii) *We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before.. . . . . (mention period of the guarantee as found under clause (ii) above plus claim period of at least 6 months)*

IN WITNESS WHEREOF THE BANK, through its authorised officer has set its hand and stamp on this day of \_\_\_\_\_ in the city of \_\_\_\_\_i.

This Bank Guarantee shall be effective only when the BG message is transmitted by the issuing Bank through SFMS to \_\_\_\_\_(Details of the Bank & Branch to be mentioned).

Signature :  
Name:  
Designation with Bank Stamp:  
Official Address:

Witness 1  
Signature :  
Name:  
Witness 2  
Signature:  
Name :.

## 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/M 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/ ----- MW/ Wind-Solar Hybrid dated ----- for PURCHASE OF POWER FROM ----- MW GRID CONNECTED WIND-SOLAR HYBRID POWER PROJECTS THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY REVERSE E- AUCTION) including signing and submission of all documents and providing information / response to RfS to Maharashtra State Electricity Distribution Co. Ltd.(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)**

And

**FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to contribute such



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

**Certified true copy**

-----

**(Signature, Name and stamp of Company Secretary) Notes:**

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

**FORMAT- 6.5**

**Format for Consortium Agreement**

(to be submitted separately for each Project)

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

THIS Consortium Agreement (Agreement executed on this day of Two thousand

Between M/s [insert name of Lead Member] a Company incorporated under the laws of and having its Registered Office at (hereinafter called the Member-1”, which expression shall include its successors, executors and permitted assigns) and M/s\_a Company incorporated under the laws of and having its Registered Office

\_\_\_\_\_at hereinafter called the Member-2”, which expression shall include its successors, executors and permitted assigns), M/s \_\_\_\_\_a Company incorporated under the laws of and having its Registered Office at (hereinafter called the Member- n”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS execution of Power Purchase Agreement (in case of award), against RfS No.

\_\_\_\_\_ issued by Maharashtra State Electricity Distribution Company Ltd (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 ----- MW GRID CONNECTED WIND-SOLAR HYBRID POWER PROJECTS THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY REVERSE E-AUCTION).

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:

<b>Name</b>	<b>Percentage</b>
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 HPG 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 Date d [●])

Witnesses:

1) Signature -----

Name: Address:

2) Signature -----

Name: Address:

For M/s-----[Member n]

-----

(Signature, Name & Designation of the person authorized vide Board Resolution Date d [●])

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 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 / 1000 MW / Wind-Solar Hybrid 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:*

## **FINANCIAL PROPOSAL**

### **Covering Letter**

**(On Bidder's letter head)**

[Date and Reference]

To,

**Chief Engineer (Renewable Energy)**

**“Prakashgad”, 5th Floor, Station Road, Bandra (E), Mumbai**

**Sub: Response to RfS FOR PURCHASE OF POWER FROM 1000 MW GRID CONNECTED WIND-SOLAR HYBRID POWER PROJECTS THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY REVERSE E-AUCTION)**

Dear Sir,

I/ We, \_\_\_\_\_ -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.

Note:

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.bharat-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.
4. Conditional proposal shall be considered as non-responsive and summarily rejected.
5. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
6. The tariff should be mentioned up to two places of decimal only.
7. *The Financial bid is not to be mentioned anywhere other than the Electronic Form and only the financial bid mentioned in the Electronic form will be considered for further evaluation*

Authorized Signatory

Name: Designation

Name of the Firm/Consortium Address

**Format 6.8 Regarding Timelines of the Milestones**

S. No .	Description	Reviewed on _____ (if applicable)	Present status	Rem arks
		M/s _____ (Project ID & Contracted Capacity) Effective Date of PPA: _____ Original/ Revised Scheduled Commencement of Supply date: Actual Commencement of Supply date(s) (with capacity): _____	M/s _____ (Project ID & Contracted Capacity) Effective Date of PPA: _____ Original/ Revised Scheduled Commencement of Supply date: Actual Commencement of Supply date(s) (with capacity): _____	
1	<b>Status of connectivity (Inter connection voltage level)</b>			
	Connectivity start date			
	Bay installation status			
2	<b>Land Arrangement status with Acquisition details</b>			
	Identification (Yes/No)			
	Location (Kindly provide the location co-ordinates)			
	Status of Ownership			
	Total area required for the Project (in acres)			
	Extent of land acquired (in acers) (%)			
	Land procurement (Yes/No)			



	Land Conversion (Yes/No)			
	Land title (ownership/land lease allotment in the name of Developer) completed/partially completed, same shall be given in acres			
	Solar land- Location (Coordinates)			
	Wind land- Location (Coordinates)			
3	<b>Status of financing arrangements</b>			
	Equity tie-up			
	Financial closure status			
	Financial lender details			
	Status of Debt			
	Sanction/ Disbursement from Bank			
	Name of Bank			
4	<b>Status of Clearances (if applicable)</b>			
	MoD (land area in acres to be specified)			
	Forest (land area in acres to be specified)			
	Mining (land area in acres to be specified)			
	Local Body (land area in acres to be specified)			
	Any other clearances			
5	<b>Status of Transmission line including distance and rating</b>			
	Total distance of transmission line in km			
	Voltage Rating of transmission line			
6	<b>Design status of Project</b>			
	No. of Solar block along with capacity in MW			

	Inverter capacity in MW			
	Inverter transformer capacity in MVA			
	No. of WTGs along with capacity (height & capacity)			
7	<b>Design status of Substation</b>			
	Voltage rating of Substation			
	No. of Bays planned			
	Location of Substation (land Co-ordinates)			
8	<b>Design status of Transmission line towers and No. of Towers foundations expected</b>			
	Tower schedule status			
	No. of towers expected (In Nos.)			
9	<b>Supply Status</b>			
	PO status of MMS, Modules, Inverter, WTGs, Power transformer, Inverter transformer, transmission line tower stubs, structure)			
	Supply status of Modules to site (%)			
	Supply status of Inverter (%)			
	Supply status of WTGs (%)			
	Supply status of Power Transformer (%)			
	Supply status of Inverter Transformer (%)			
	Supply status of transmission line towers stubs (%)			
	Supply status of transmission line towers structure (%)			
	Overall status of supply (%)			
10	<b>Civil work status</b>			
	Solar- pile works status (No. of piles for the Project vs. completed status)			

	Wind-Foundation work status (No. of WTG's for the Project vs. completed status)			
	Substation-foundation work status (No. of equipment foundation for the substation vs. completed status)			
	Transmission line-Foundation work status (No. of tower foundation for the project vs. completed)			
11	<b>Erection</b>			
	Solar panels- Erected capacity			
	Wind turbine-Erected capacity			
	S/s Equipment erection status			
	T/L-Tower erection in Nos.			
	T/L-Stringing in km			
12	Pre-commissioning Status			

### Annexure A: Check list for Bank Guarantees

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

## **Annexure – B: List of Banks**

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

### **List of Scheduled Commercial Banks**

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

## FOREIGN BANKS

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

## **Annexure – C: Special instructions to Bidders for e-Tendering**

### **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, **Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL)** has decided to use the portal **<https://www.bharat-electronictender.com>** through ISN Electronic Tender Services Private Limited (referred as ISN-ETS). This portal is based on the world’s most ‘secure’ and ‘user friendly’ software from Electronic Tender<sup>®</sup>. A portal built using Electronic Tender’s software is also referred to as Electronic Tender System<sup>®</sup> (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

#### **Instructions**

##### **Tender Bidding Methodology:**

##### **Sealed Bid System**

- *Single Stage Two Envelope*

##### **Auction**

*The sealed bid system would be followed by an ‘e-Reverse Auction’*

##### **Broad Outline of Activities from Bidder’s Perspective:**

1. Procure a Class-III Digital Signing Certificate (DSC)
2. Register on Electronic Tender System<sup>®</sup> (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search SCDe (TSC) to an 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. Bid-Submission on ETS
8. Participate in e-Reverse Auction on ETS

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-III, 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.bharat-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.

### **Any Instructions for Online/ Offline Payment of Registration Fee**

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

Important Note: 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.

ISN-ETS/ ETS Helpdesk:	
Telephone/ Mobile	<i>Customer Support: +91-124 - 4229071, 4229072</i>
E-mail ID	<i>support@isn-ets.com</i> <i>[Please mark CC: <a href="mailto:support@electronictender.com">support@electronictender.com</a>]</i>
MSEDCL Contact:	
MSEDCL Contact Person	Mr. Nikhil Meshram, (Superintending Engineer) (RE)
Telephone/ Mobile	Ph: 022-26474211 [between 10:00 hrs to 18:00 hrs on working days]
E-mail ID	<a href="mailto:ncetendermsedcl@gmail.com">ncetendermsedcl@gmail.com</a>



## **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/ Envelopes
  - *Technical-Part*
  - *Financial-Part*
- *Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)*
- *Submission of digitally signed copy of Tender Documents/ Addendum*
- Submission of General Terms and Conditions (with/ without deviations)
- Submission of Special Terms and Conditions (with/ without deviations)

### **Offline Submissions:**

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

Chief Engineer (Renewable Energy)  
Maharashtra State Electricity Distribution Co. Ltd.,  
Renewable Energy Section, 5th Floor  
'Prakashgad', Bandra (East), Mumbai - 400 051  
Tel No. 022- 26474211 (Extn. 2208)  
Email – nctendermsedcl@gmail.com

*The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).*

1. *Original copy of the Bid Security in the form of a Bank Guarantee as per Tender Documents*
2. *Original copy of the letter of authorization shall be indicated by written power-of-attorney if applicable*
3. *Bid Processing Fee as per the Tender Documents*
4. *INR 15000/ plus applicable GST towards 'ETS Bidding Fee' for use of ETS to be paid as per the way described on the e-Tendering portal. Note: Failure to pay this amount will result in rejection of the bid.*

*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 multi-dimensional 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<sup>®</sup> functionality, the contents of both the ‘Electronic Forms<sup>®</sup>’ 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 (eg 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<sup>®</sup> for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms<sup>®</sup> and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms<sup>®</sup> 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<sup>®</sup>, 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<sup>®</sup> and the ‘Main-Bid’, the contents of the Electronic Forms<sup>®</sup> shall prevail.

Typically, ‘Pass-Phrase’ of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to MSEDCL Name 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.

**Some Bidding related Information for this Tender (e-Reverse Auction)**

e-Reverse Auction would be conducted after the opening of the Prequalification/ Financial-Part.

The following would be parameters for e-Reverse Auction:

S#	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Will be informed to eligible bidders later.
2	Duration of Reverse-Auction Bidding Event	30 Minutes
3	Automatic extension of the ‘Reverse-Auction Closing Time’, if last bid received is within a ‘Pre-defined Time-Duration’ before the ‘Reverse-Auction Closing Time’	Yes

3.1	Pre-defined Time-Duration	8 Minutes
3.2	Automatic extension Time-Duration	8 Minutes
3.2	Maximum number of Auto-Extension	Unlimited
4	Criteria of Bid-Acceptance	A bidder can go 'decreasing' his own bid without taking into cognizance the 'Starting Price' or 'Rank-1' bid
5	Entity – Start-Price	L1 of the respective Item of Financial-Part/ Specified by Buyer organization
6	Minimum Bid-Decrement	INR 0.01

**Other Instructions:**

For further instructions, the vendor should visit the home-page of the portal <https://www.bharat-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-III, well in advance of your first 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) [ie 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 SCDe 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.
5. 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)
6. 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)
7. 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.*

**Additional DO’S AND DON’TS FOR BIDDERS Participating in e-Reverse Auction**

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e. its Reverse Auction Search SCDe or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the ‘rules and related criterion’ for the e-Reverse Auction as defined by the Buyer organization.
4. If applicable for an e-Reverse Auction (such as in case of a Direct e-Reverse Auction which is not preceded by a sealed-bid stage), pay the Bid Processing Fee well in advance of the start of e-Reverse Auction bidding.
5. It is important to digitally-sign your ‘Final bid’ after the end of e-Reverse Auction bidding event.

**Minimum Requirements at Bidder’s End**

Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity  
  
Microsoft Internet Explorer 7.0 or above, Digital Certificate(s)

**Self-Undertaking for identification of 100% land for Wind Solar Hybrid project**

We \_\_\_\_\_, having office at ----- \_\_\_\_\_,  
registered Company under the Companies Act 1956/2013 having office at  
\_\_\_\_\_ solemnly affirm and state as under:

Whereas, We confirm that we have identified 100% land for the required Project of the capacity of .....  
MW, at .....[Insert name of the place] for purchase of \_\_\_\_\_ Wind Solar Hybrid Power as per  
power purchase agreement executed on between M/s..... and Maharashtra State Electricity  
Distribution Company Limited (MSEDCL).

Name:

Designation:

Organization:

Date:

(Signature and Stamp)

**Reference Bidders' Declaration Format associated with Implementation of ALMM Order**

(on the letter head of the bidder)

Declaration

**To Whomsoever this may concern**

Reference: (..... **Dated** .....) )

1. We hereby declare that we are fully aware of the binding provisions of the ALMM order and the Lists thereunder, while quoting the tariff in the RfS no. [*tender number*] floated by MSEDCL.

2. We understand that the List – I (Solar PV Modules) of ALMM Order, Annexure – I of the OM, issued by MNRE on 10<sup>th</sup> March 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List – I of the ALMM order applicable on the date of invoicing of such modules.

3. We further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

Name:

Designation:

Organization:

Date:

(Signature and Stamp)

**Main Keywords:**

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

**A. Documents and Details Required**

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

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

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

actual tracker configuration, stiffnesses and geometry with investigations of vortex shedding and all possible aeroelastic instabilities.

3. Independent Engineers Bankability review report from reputable agencies like Black and Veatch, DNV or alternative experienced agency to be shown / submitted
4. Structure design review document from any IIT civil/structural certifying department.

### **General Tracker Specification:**

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

### **B. Other technical requirement:**

#### **Tracker Bushing:**

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

#### **Control and Monitoring:**

1. The tracker controller must have at least one tilt sensor per tracker table for measurement of tracker tilt angle.
2. Each logical tracker block should have at least one wind station for measuring and monitoring the speed of the wind. The wind speed data should be transmitted to the block wirelessly.



3. Tracker controller should have the Micro-controllers for controlling all the outputs of the sensors. Details of Algorithm used to be submitted to client.
4. Battery back up should be provided for controller. Minimum 2 days of backup and self powered, power consumption less than 0.075% of generated power on per MWp basis (calculation to be submitted).

# **Maharashtra State Electricity Distribution Co. Ltd.**

## **DRAFT PPA**

**FOR PROCUREMENT OF POWER ON LONG TERM BASIS THROUGH  
COMPETITIVE BIDDING PROCESS (FOLLOWED BY REVERSE E- AUCTION)  
FROM 1000 MW INTER/INTRA STATE GRID CONNECTED WIND-SOLAR  
HYBRID PROJECTS**

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This Power Purchase Agreement is made and entered into at Mumbai on this day of 2022 between M/s -----having its registered office at India (hereinafter referred to as "**Wind Solar Hybrid Power Developer (HPG)**"), 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, Plot G 9, Prof. Anant Kanekar Marg, Bandra (East), Mumbai 400 051**, (hereinafter referred to individually, as **MSEDCL** or "**Power Procurer**" or "Procurer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as party of the second part.

AND, WHEREAS the Ministry of New & Renewable Energy, Government of India has issued "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects" vide Gazette Resolution no. 27/03/2023-RCM dated 21.08.2023 including subsequent amendments and clarifications thereof.

AND WHEREAS MSEDCL has a license to operate and maintain a distribution system and supply electric energy to the consumers of Maharashtra except Mumbai area as enumerated in Maharashtra Electricity Regulatory Commission (MERC) Specific conditions of Distribution License.

AND WHEREAS in order to fulfil MSEDCL's Renewable Purchase Obligation (RPO) and to meet the future power requirements, MSEDCL vide its RfS no. -----, had floated tender for Procurement Of 1000 MW Wind-Solar Hybrid Power On Long Term Basis Through Competitive Bidding Process (Followed By Reverse E- Auction) and the HPG has been declared Successful Bidder pursuant to Letter of Award (LoA) dated xxx for development of Hybrid Power Project of xxx MW capacity, located at xxx and sale of entire of electrical energy, so produced, for commercial purposes from such Power Plant to MSEDCL.

AND WHEREAS MERC vide its order dated ----- in Case no. -----, adopted tariff of ----- unit for supply of ----- MW Wind Solar hybrid power by -----.

Accordingly, MSEDCL agrees to procure power from the HPG and the HPG has agreed to sell power to MSEDCL up to the Contracted Capacity @Rs ...../kWh at Tariff offered by HPG as per the terms of this Agreement.

AND, WHEREAS the HPG has furnished Performance Bank Guarantee no.... dated     amounting to Rs. .... as per the RfS No. .... dated .....

AND, WHEREAS the HPD desires to set-up such Hybrid Power Plant of ..... MW capacity at the location details specified as per **Schedule 3** using new Solar Photovoltaic grid interactive power plants and new Wind Electric Generators.

AND, WHEREAS the HPG desires to set-up such Hybrid Power Project of xxx MW capacity at Village             .. Taluka                     District ----- State-----, Capacity and Source and may change the project location, provided if the location is changed by the HPG once at the time of achievement of Financial Closure i.e. within 12 months of signing of PPA as per the RfS provisions, by executing supplementary Agreement.

The HPG has taken responsibility to set up requisite power injection system to inject power upto the delivery point.

AND, WHEREAS, the Parties hereby agree to execute this Power Purchase Agreement setting out the terms and conditions for the sale of power by HPG 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 HPG, EACH TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS, A PARTY AND COLLECTIVELY THE PARTIES, HEREBY AGREE AS FOLLOWS:

# ARTICLE 1: DEFINITIONS

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

Act or Electricity Act, 2003	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
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.
Bill Dispute Notice	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Energy Bill or a Supplementary Bill issued by the other Party.
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 Commencement Of Supply Date and end with the Metering Date corresponding to the month in which the Commencement Of Supply Date occurs.
Billing Date	shall be the first Business Day after the Metering Date of each Billing Period.
Business Day	shall mean with respect to HPG and MSEDCL, a Day other than Sunday or a statutory holiday on which banks remain open for business in Mumbai.
Capacity Utilization Factor or CUF	shall have the same meaning as provided in CERC (Terms and conditions for tariff determination from Renewable Energy Sources) Regulations, 2019 as amended from time to time.  For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract year, if 'X' MWh of energy has been metered out at Scheduled/Delivery Point for 'Y' MW Project capacity,  $CUF = (X \text{ MWh} / (Y \text{ MW} * 8760)) * 100\%$

	<p>(i) For the first contract year starting from the SCD and ending on 31st March of respective year, the CUF shall be calculated as under: If 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, <math>CUF = (X \text{ MWh} / (Y \text{ MW} * Z)) * 100\%</math>, where "Z" = No. of days from CSD to 31st March of respective year * 24.</p> <p>(ii) In any Contract Year except for first and last contract year, the CUF shall be calculated as under: If 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, <math>CUF = (X \text{ MWh} / (Y \text{ MW} * 8760)) * 100\%</math>.</p> <p>(iii) For the last contract year, the CUF shall be calculated as under: If 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, <math>CUF = (X \text{ MWh} / (Y \text{ MW} * Z)) * 100\%</math>, where "Z" = No. of days from 1st April of respective year up to end date of PPA * 24.</p> <p>It may be noted that in above illustration, the capacity 'Y' MW shall refer to the Contracted Capacity terms in PPA;</p>
CERC	means Central Electricity Regulatory Commission of India, constituted under sub-section (1) of Section 76 of the Electricity Act, 2003 or its successors.
Change in Law	shall have the meaning ascribed thereto in Article 9 of this Agreement.
Commissioning	with respect to the Project as certified by RLDC/SLDC/ DISCOM shall mean when all equipment as per rated capacity has been installed and energy has flown into the grid.
Commencement Of Supply Date (CSD)	with respect to the Project shall mean the date on which the full contracted capacity of the Project is commissioned (certified by RLDC/SLDC/DISCOM) 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. Provided that in case of the reduced Contracted Capacity due to delay in commissioning as per 3.16.7 of the RfS, the SCD shall be the date of commissioning of the last part in line with part commissioning terms of 3.16.7 of the RfS.
Competent Court	means the Supreme Court of India or Bombay High Court, MERC

	and APTEL.
Contracted Capacity	the xxx MW (AC) contracted capacity of the Project at the generating terminal(s) and contracted with MSEDCL for supply from the Hybrid Power Project.
Contract Year	shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that: <ul style="list-style-type: none"> <li>i) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and</li> <li>ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the PPA.;</li> </ul>
STU	shall mean State Transmission Utility as per Electricity Act, 2003
Delivery Point	shall mean the point(s) of connection(s) at which energy is delivered into the Grid System <ul style="list-style-type: none"> <li>i) For intra - state projects, at the voltage level of 110 kV or above of STU/MSETCL sub-station. .</li> <li>ii) For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.</li> </ul>
Delivered Energy	means the kilowatt hours of Electricity actually fed and measured by the energy meters or scheduled as the case may be at the Delivery Point and as certified by RLDC/SLDC/DISCOM.
Due Date of Payment	in respect of a Tariff Invoice means the date, which is 30 (thirty) days from submission of invoices on NCE portal of the MSEDCL.
Effective date	this agreement shall come into effect from (Enter date of signing of Agreement) and such date shall be referred as the effective date.
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 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 STU or DISCOM Grid System or could endanger life or property.
Expiry Date	shall mean the date occurring twenty five (25) years from the date of SCSD or from the date of execution of PPA (for already commissioned projects).
Financing Documents	mean the agreements pursuant to which the HPG has got financing for the power Project including the loan Agreements, notes, indentures, security Agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of MSEDCL;
Financial Closure” or “Project Financing Arrangements	shall mean compliance with the requirements under Clause 3.15 of RFS.
Financing Parties	means Parties financing the Project, pursuant to Financing Documents/agreements.
Force Majeure Event	shall have the meaning set forth in Article 8 of this agreement.
GoI	means the Government of the Republic of India and any agency, legislative body, department, political subdivision, authority or instrumentality thereof.
GENERAL NETWORK ACCESS (GNA)	shall mean General Network Access as defined under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022 and amendments thereof, if any.
GoM	means the Government of Maharashtra and any agency, legislative

	body, department, political subdivision, authority or instrumentality thereof.
Government Instrumentality	means the GoI, the GOM and their ministries, inspectorate, departments, agencies, bodies, authorities, legislative bodies.
Grid System	means STU / Discom power transmission / distribution system through which Delivered Energy is evacuated and distributed
Grid Code" / "IEGC" or "State Grid Code	shall mean the Grid Code specified by the CERC under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub-section (1) of Section 86 of the Electricity Act 2003, as applicable.
Interconnection Facilities	in respect of the HPG shall mean all the facilities installed by the HPG 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.
Insurances	shall mean the insurance cover to be obtained and maintained by the HPG in accordance with of this Clause 13.2 Agreement.
Interconnection Point	shall mean the point(s) of connection(s) at which the project is connected to the grid: <ul style="list-style-type: none"> <li>a) For new intra - state projects, at the voltage level of 110 kV or above of STU/MSETCL sub-station, including the dedicated transmission line connecting the Wind and/or Solar power project.</li> <li>b) For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.</li> </ul>
kV	means kilo Volts.
kWh	means kilo Watt hour.
Law	means 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 HPG for award of the Contract.
MERC	means Maharashtra Electricity Regulatory Commission.
MSETCL /STU	means Maharashtra State Electricity Transmission Company Limited.
Metering Date	for a Billing Period, means the midnight of the last Day of the calendar month.
Metering Point	<p>the metering point will be at</p> <p>i) For new intra - state projects, metering shall be at the voltage level of 110 kV or above of STU/MSETCL sub-station including the dedicated transmission line connecting the Hybrid power project.</p> <p>ii) For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.</p> <p>All expenses including wheeling charges and losses between the Project and the Metering Point shall be paid by the HPG without any reimbursement by the MSEDCL. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by HPG upto delivery point.</p>
Monthly Charge	shall have the meaning set forth in Article 5
MRI	shall mean Meter Reading Instrument.
MW	means Mega Watts.
O & M Default	shall mean any default on the part of the HPG 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 HPG as per the RfS no. MSEDCL/Competitive/1000-MW/ Wind Solar Hybrid/ PH III/xxx
Project or Wind Solar Power Project/Power Project	shall mean the Wind-Solar Hybrid Power Project, comprising Solar PV and Wind Power generation facilities having a single point or separate points of injection in to the grid at the Delivery Point/Interconnection Point/Metering Point at STU sub-station or in case of sharing of transmission lines, by separate injection at STU sub-station and having control systems and metering. The Project shall include all units/

	<p>modules and auxiliaries and associated facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to MSEDCL.</p> <p>The wind solar hybrid power project where the rated power capacity of one resource (wind and Solar) shall be at least 33% of the total contracted capacity.</p>
Project Capacity	shall mean the maximum AC capacity (in MW) at the Delivery Point that can be scheduled on which the PPA shall be signed.
Hybrid Power Generator (HPG)/ Generator	shall mean a generator and supplier of electricity generated through a Wind Solar Hybrid power generating station and the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a project capacity by MSEDCL (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of project and signing of PPA with MSEDCL.
Project Site	means any and all parcels of real property, rights-of-way, easements and access roads located at Location No. -----, Survey No.-----, Village -----, District-----, State-----, upon which the project and its related infrastructure will be located.
Prudent Utility Practices	means 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.
REA	shall mean Regional Energy Account.

RLDC	shall mean relevant Regional Load Dispatch Center established under sub section(1) of Section 27 of Electricity Act 2003, and amendments from time to time.
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 Commencement of Supply Date (SCSD)	means {insert date} (not exceeding 24 (Twenty Four) 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.
Solar PV Project	means the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic technology.
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.
Voltage of Delivery	means the voltage at which the Electricity generated by the Project is required to be delivered to the MSEDCL and shall be kV.
Wind Power Project	means the wind power project that uses wind energy for conversion into electricity through wind turbine generator.

## 1.2 Interpretation:

Agreement	shall be construed as including a reference to its Schedules and/or Appendices and/or Annexure
An Article, a Recital, a Schedule and a paragraph / clause	shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement.
A crore	means a reference to ten million (10,000,000) and a “lakh” means a reference to one tenth of a million (1,00,000)
An encumbrance	shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect.
Indebtedness	shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent.
A person	shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests.
Rupee, Rupees, Rs. or rupee symbol “₹”	shall denote Indian Rupees, the lawful currency of India
The winding-up, dissolution, insolvency, or reorganization	of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors.

	Words importing the singular shall include the plural and vice versa.
This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;	
A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time.	
A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard time.	
Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part.	
The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement.	
All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty-five (365) days.	
The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement.	
The terms “including” or “including without limitation” shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided.	
This Agreement and other documents such as Request for Selection Documents, Guidelines including subsequent clarifications, amendments and further clarifications in regard to the tender shall be read in conjunction with each other and interpreted in harmonious manner. However, in case of any mismatch/contradiction between provisions of different documents, following shall be the order of precedence:-	
<ol style="list-style-type: none"> <li>1. Power Purchase Agreement</li> <li>2. RfS Documents</li> </ol>	

## **ARTICLE 2: LICENCES, PERMITS**

The HPG, 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 HPG:

- i) The HPG 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 HPG shall obtain financial closure within Twelve (12) months from date of execution of this PPA.
- iii) The HPG shall construct, operate and maintain the Project during the term of PPA at his cost and risk including the required Interconnection Facilities in close co- ordination with STU/DISCOM feasibility.
- iv) The HPG shall sell all available capacity from identified Hybrid Power Project to the extent of contracted capacity on first priority basis to MSEDCL and not to sell to any third party.
- v) The HPG shall seek approval of STU/DISCOM in respect of interconnection Facilities and the Sending Station.
- vi) The commencement of supply of power up to the Contracted Capacity to MSEDCL no later than the Scheduled Commencement Of Supply Date and continuance of the supply of power throughout the Term of the Agreement; and
- vii) Connecting the Power Project switchyard with the Interconnection Facilities at the Metering Point/ Delivery Point/ Designated substation; and
- viii) The HPG shall undertake at its own cost construction/ upgradation of (a) the Interconnection Facilities, (b) the Transmission Lines and (c) Sending Station as per the specifications and requirements of STU/DISCOM, as notified to the HPG at Schedule 4.
- ix) The HPG shall undertake at its own cost maintenance of the Interconnection Facilities and the Sending Station, excluding the transmission line beyond the Sending Station as per the specifications and requirements of STU/DISCOM, as notified to the HPG, in accordance with Prudent Utility Practices.
- x) The HPG shall operate and maintain the Project in accordance with Prudent Utility Practices.
- xi) The HPG 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.

- xii) For evacuation facility and maintenance of the transmission, the HPG shall enter into separate agreement with CTU/STU/DISCOM, if applicable.
- xiii) To apply for startup/auxiliary power required for the plant from relevant utility & make payment for start-up/auxiliary power, reactive power as per applicable Regulations is the sole responsibility of the HPG.
- xiv) Fulfilling all other obligations undertaken by him under this Agreement.
- xv) The HPG shall operate the project, as per prevailing CEA/CERC/MERC Regulations and IEGC/State Grid Code as applicable.
- xvi) All charges pertaining to open access, scheduling charges and any other charges, losses up to the Delivery Point shall be borne by HPG.
- xvii) HPG cannot inject power three months earlier to Scheduled Commencement Of Supply Date from Project without MSEDCL's consent.

### **3.2 Obligations of MSEDCL:**

- i) MSEDCL shall off-take and purchase the electricity generated by HPG 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 Hybrid Project beyond SCSD**

- i) The Projects shall be commissioned within a period of 24 (Twenty Four) months from the date of execution of the PPA, in line with the Procedure elaborated in PPA document.
- ii) The Power Producer shall have to submit Commissioning Certificate as verified, inspected and certified by RLDC/ SLDC/DISCOM
- iii) 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: MSEDCL will forfeit total Performance Bank Guarantee on per day basis and proportionate to the Capacity that has not

commenced supply of power.

For example, in case of a Project of 240 MW capacity, if commencement of power supply from 100 MW capacity is delayed by 18 days beyond the SCSD, then the penalty shall be calculated as:  $\text{PBG amount} \times (100/240) \times (18/180)$ . For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days.

- b) In case the commissioning of the Project is delayed beyond Six (6) months from SCSD, For delay in commissioning beyond six months from SCSD, the contracted capacity shall stand reduced to the project capacity commissioned upto SCSD + 6 (six) months. The PPA for the balance capacity not commissioned shall be terminated.

# **ARTICLE 4: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION**

## **4.1 Synchronization, Commissioning and Commencement of Supply**

- 4.1.1** The HPG shall give at least Thirty (30) days written notice to the RLDC/SLDC/SNA and MSEDCL, of the date on which it intends to synchronize the Hybrid Power Project to the Grid System.
- 4.1.2** Subject to Article 4.1.1, the Power Project may be synchronized by the HPG 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 HPG at its generation facility of the Power Project at its own cost. The HPG shall synchronize its system with the Grid System only after the approval of CTU/STU and RLDC/SLDC or DISCOM.
- 4.1.4** The HPG 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 under intimation to MSEDCL. In addition, the HPG may inject in-firm power to grid time to time to carry out operational/ functional test prior to commercial operation. For avoidance of doubt, it is clarified that Synchronization / Connectivity of the Project with the grid shall not to be considered as Commissioning of the Project.
- 4.1.5** The HPG shall commission the Project as per procedure detailed in RfS within Twenty Four (24) Months from the Effective Date. Declaration of SCD shall only be done subject to the demonstration of the compliances as per RfS and subsequent upon the successful visit by the CTU/STU/Discom.
- 4.1.6 Part Commissioning:-**
- a) Part commissioning of the project shall mean that all equipment corresponding to the part capacity have been installed and commissioned and corresponding

energy has flown into the grid. The Part commissioning of the project may be accepted by MSEDCL subject to the condition that minimum capacity for acceptance of first part commissioning shall be 50% of Project Capacity or 50 MW, whichever is lower without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. . The project shall be further commissioned in parts of at least 50 MW batch size, with last part could be balance capacity.

- b) Part commissioning should be construed by just installing one source of generation, the HPG shall install both solar and wind capacities in proposed ratio on pro-rata basis. In case of part commissioning of the Wind-Solar Hybrid Power Projects, it shall be mandatory to demonstrate commissioning of one component (either wind or solar) having capacity equal to at least 33% (as amended by MNRE/MoP time to time) of the total contracted capacity of the other component being commissioned, otherwise the project shall not be demonstrated as part-commissioned. In other words, it is clarified that commissioning of a single component or having a composition lower than the above required percentage, shall not construe part commissioning of the Hybrid Project
- c) In case the HPG wishes add up capacities (Wind +Solar) of multiple locations to meet part commissioning requirements, it is allowed only in case HPG completed entire capacity proposed under such locations.
- d) In case of part-commissioning of the Project, land corresponding to the part capacity being commissioned, shall be required to be demonstrate possession of land by the HPG prior to declaration of commissioning of said part capacity. Irrespective of dates of part commissioning, the PPA will remain in force for a period of 25 years from the SCSD.

#### **4.1.7 Early Commissioning:-**

- a) The HPG shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD subject to availability of transmission connectivity and Long-Term/Medium Term/Short Term Access . In cases of early part commissioning, the HPG will be free to sell it to any other entity provided first right of refusal will vest with MSEDCL. MSEDCL shall provide refusal within 30 (thirty) days from the receipt of the request, beyond which it would be considered as deemed refusal. Procurement of such early

commissioned power, if accepted by the MSEDCL, shall be done at the PPA tariff, without any additional Tariff on account of Change in Law till the SCSD. If the project is not fully commissioned within the maximum time period allowed for commissioning of the full Project Capacity i.e. 24 (Twenty Four) months from the date of execution of the PPA, then the last date of such maximum time period shall be considered as SCD.

- b) In case of multiple Project components, and if one or more such whole component (PV source) is/are ready for injection of power into the grid, but the remaining component(s) is/are unable to commence supply of power, the HPG will be allowed to commence power supply from such component which is ready, outside the ambit of PPA, with first right of refusal for such power being vested with MSEDCL. The HPD shall have to give fifteen (15) days advance notice in this regard. In case MSEDCL decides to buy such discrete component's power outside the PPA, such power shall be purchased at the rate and time period as decided by MSEDCL.

The above scenario (b) does not qualify under the provisions of Part/Early Commencement of power supply under the RfS and PPA. This is a special scenario wherein in case one or more project component(s) is/are ready, the power supply from such component is not wasted. The above scenario will be applicable until the HPD is ready to commence power supply as per the provisions of Clauses 4.1.6 and 4.1.7 (a) of the RfS.

- 4.1.8** The power producer shall possess the 100% (hundred percent) of the required land in the name of power producer for a period not less than the complete term of PPA, on or 30 days before the SCSD. Whenever leasing of private land is involved the lease should allow transfer of land lease rights to the lenders or procurer in case of default of the HPG.

#### **4.2 Performance Bank Guarantee**

- 4.2.1** The Performance Bank Guarantee furnished by HPG to MSEDCL as prescribed in the RfS shall be for guaranteeing the commissioning / commercial operation of the Project up to the Contracted Capacity within SCD.
- 4.2.2** An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Wind-Solar Hybrid Power Generator, on advance payment of penalty of Rs.10000/- per day per MW (excluding 18% GST, if

applicable). In case of any delay in depositing this extension charge, the Power Producer has to pay an interest on this extension charge for the days lapsed beyond due date of financial closure @ SBI MCLR (1 Year).

An extension will not have any impact on the SCSD. Any extension charges paid so, shall be returned to the Power Producer without any interest on achievement of successful commissioning within the SCSD on pro-rata basis, based on the Project capacity commissioned on SCSD. However in case of any delay in commissioning of the project beyond the Scheduled Commissioning Date, the amount as deposited above by the Power Producer shall not be refunded by MSEDCL.

**4.2.3** If the Power Producer fails to commission the Project on or before SCSD, MSEDCL shall have the right to forfeit the Performance Bank Guarantee without prejudice to the other rights of the HPG 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 HPG shall be required to Schedule its power as per the applicable regulations / requirements / guidelines of MERC or SLDC and maintain compliance to the Grid Code requirements and directions, as specified by SLDC/ from time to time. Any deviation from the Schedule will attract the provisions of applicable regulation / guidelines / directions and any financial implication on account of this shall be to the account of the HPG. The HPG shall make arrangements for scheduling of wind and solar power from the respective components of the Project, if required by the MSEDCL/SLDC/RLDC.

**4.3.2** The HPG shall comply with CERC/MERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity. In case of absence of regulations specific to Hybrid Projects, the above regulations shall be adhered to, separately for Wind and Solar Project components.

**4.3.3** The HPG shall be responsible for coordinating and dealing with the State Load Dispatch Centre's, Regional Power Committees, MSEDCL and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of hybrid Power and due compliance with deviation and settlement mechanism and the

applicable Grid code Regulations, acknowledging that the HPG and MSEDCL are the Grid connected entities.

**4.3.4** The HPG 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.

**4.3.5** The HPG shall be responsible for arrangement of start-up power/auxiliary consumption.



# ARTICLE 5: RATES AND CHARGES

## 5.1 Monthly Energy Charges:

The MSEDCL shall pay for the Scheduled /Delivered energy as certified by RLDC/SLDC/ MSEDCL/Appropriate authority through REA/SEA/ Meter Reading (AMR/MRI), for the Term of this Agreement from the CSD, to the HPG 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 Rs. (in words Rs.----) per kWh as discovered under the Competitive Bidding (followed by e-reverse auction) and as agreed by the Parties upon commissioning of Wind-Solar Hybrid power Project (as certified by RLDC/SLDC/DISCOM) for delivered /scheduled energy during the period of PPA as the case may be.

5.3 For each kVARH drawn from the grid, the HPG shall pay at the rate determined by SERC to their respective Discom from time to time as per prevailing regulations in the State.

## 5.4 Start-up power/Auxiliary consumption: (Applicable for intra state projects):

HPG shall pay to respective DISCOM for start-up power drawn from the grid at prevailing Tariff in force from time to time as determined by respective MERC, if applicable.

## 5.5 Capacity Utilization Factor (CUF):

### 5.5.1 Criteria for generation:

- a) The HPG has declared -----% CUF of their project at the time of signing of PPA and will be allowed to revise the same once within first three years of CSD.
- b) The declared CUF shall in no case be less than 30% over a year for the entire PPA duration of 25 years either from the date of SCSD (for proposed or new projects) or from the date of execution of PPA for existing wind solar hybrid power projects.
- c) The CUF so revised, shall be applicable, after intimation by HPG to MSEDCL, which shall be within first three years of SCD and applicable till remaining period of PPA.

- d) The HPG shall maintain generation so as to achieve annual CUF not less than 90% of the declared value (i. e. minimum CUF) and not more than 120% of the declared CUF value (i. e. maximum CUF), during the PPA duration of 25 years. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year.
- e) Energy supplied between SCD and commencement of first financial year after SCD will not be taken into consideration for the purpose of calculation of CUF. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March of next year. The lower limit will, however, be relaxable by MSEDCL to the extent of grid non -availability for evacuation which is beyond the control of the HPG.

#### **5.5.2 Shortfall in minimum generation:**

During PPA, if for any Contract Year, it is found that the HPG has not been able to generate minimum energy corresponding to minimum annual CUF declared by the HPG, such shortfall in performance shall make HPG liable to pay the penalty to MSEDCL. The amount of such penalty will be equal to 1.5 times (**one and a half times**) the Applicable Tariff for the shortfall in energy terms. The penalty as per above shall be applied on the amount of shortfall in generation from the Project during any Contract Year. This penalty shall be applied to the amount of shortfall in generation during the year. This will, however be relaxed by MSEDCL to the extent of grid non-availability for evacuation, which is beyond the control of the Hybrid power generator. However, this penalty shall not be applicable in events of Force Majeure identified under PPA affecting supply of power by HPG.

#### **5.5.3 Excess Generation:**

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

In case at any point of time, the peak of capacity reached is higher than the allotted

capacity and causes disturbance in the system at the point where power is injected, the HPG will have to forego the excess generation and reduce the output to the allotted capacity to ensure compliance with grid requirement.

**5.5.4 Repowering:**

The Wind-Solar Hybrid Power Generator(s) shall be allowed to repower the project from time to time during the PPA term of 25 years. The generator shall not be in default for non-supply of power during this period of repowering. The generator has to maintain generation as per committed/ declared CUF range (-90% / + 120 %) and MSEDCL will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) and compensation against change in law for the repowered capacity shall not be allowed. Any excess generation will be dealt as specified in clause 5.5.3 of this PPA.

**5.5.5 Generation Compensation in off take constraints due to Grid Unavailability:**

During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability the power is not evacuated, for reasons not attributable to the Generator. In such cases the generation compensation shall be addressed by the MSEDCL in following manner:

Transmission Constraint beyond Delivery Point	Provision for Generation Compensation
Grid unavailability in a contract year as beyond 50 hours in a Contract Year as defined in the PPA:	Generation Compensation = ((Tariff X RE power (MW) offered but not scheduled by MSEDCL)) X 1000X No. of hours of grid unavailability. However, in the case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.

However, it is clarified that if the plant is ready before SCSD, but the offtake is constrained because of inadequate / incomplete power evacuation infrastructure beyond Delivery Point, no compensation shall be permissible.

**5.5.6 Generation compensation due to Backed Down:**

The HPG shall follow the forecasting and scheduling process as per MERC/CERC regulations as amended from time to time.

The Generator and the Procurer shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), provides for status of "must-run" to solar power projects. Accordingly, no hybrid power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC).

In case the plant is available to supply power but the off take of power is Not done by the procurer, including non-dispatch of power due to noncompliance With “Electricity (late payment surcharge and related Matters) Rules, 2022 notified by the Ministry of Power vide Gazette Notification dated 3rd June 2022” and any clarifications or amendment thereto, considering the principle of ‘Must Run’ status for RE power, MSEDCL shall pay to the HPG, corresponding to the reduced off take, in Terms of following manner:

<b>Duration of Back down</b>	<b>Provision for Generation Compensation</b>
Reduced off-take beyond 50 hours in a year, as defined in the PPA	<p>Generation Compensation = ((Tariff X RE power (MW) offered but not scheduled by MSEDCL)) X 1000 X No. of hours of Reduced Offtake.</p> <p>However, in the case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.</p>

Generation Compensation as calculated above, will be limited to the extent of shortfall in annual generation corresponding to the maximum CUF permitted as per Clause 5.6 above and the same will be settled on annual basis.

The Generation Compensation shall be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA) / State Energy Accounts.

It is hereby clarified that for the purpose of **Clause 5.5.5 and 5.5.6**, “generation” shall mean scheduled energy based on Energy Accounts and/or AMR.

It is clarified that the above compensation shall not be applicable in case must run status is withdrawn by applicable regulations in future. It is clarified that Article 5.6.5 shall not be applicable, if in future, Merit Order Despatch is made applicable to generation from renewable sources; from Wind Solar hybrid power project in this

case.

No compensation shall be payable, however, if the backdown/ curtailment is on account of considerations of grid security/ safety. Such a backdown will be recorded and reported to RLDC/SLDC. RLDC/SLDC shall examine the issue of grid safety/ security and give a finding that the issue of grid safety existed.

# ARTICLE 6: BILLING AND PAYMENT

## 6.1 Billing Provision:

The Billing shall be on monthly basis . MSEDCL shall be billed by the HPG based on REA/SEA/ Meter Reading (AMR/MRI) as certified by Maharashtra SLDC/RLDC or MSEDCL authority as may be applicable following the end of each month for the energy supplied

The Power Producer shall raise bills (on online portal only) for the power supplied during the month by the 10th day of the following month.

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

## 6.2 Payment:

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

While making such payments to the Tariff invoices, MSEDCL shall deduct amounts equivalent to the penalties levied if any.

## 6.3 Late Payment:

For payment of Monthly bill by MSEDCL thirty (30) days beyond its due date, a late Payment charge shall be payable by MSEDCL to the HPG 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. The late payment surcharge shall be claimed by the HPG through the Supplementary bill.

## **6.4 Rebate:**

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

- i) A Rebate of 1.5% shall be payable to the MSEDCL for the payments made within a period of 10 (ten) days of the presentation of hard copy of Bill.
- ii) Any payments made after ten (10) days upto and including the 30th day after the date of presentation of Bill through hard copy, shall be allowed a rebate of 1 %.
- iii) 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.
- iv) No rebate shall be payable on the Bills raised on account of taxes, duties, cess etc.

## **6.5 Payment Security**

### **6.5.1 Revolving Letter of Credit:**

- i) MSEDCL shall establish and maintain irrevocable and unconditional revolving Letter of Credit in favour of, and for the sole benefit of, the HPG 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 MSEDCL.
- ii) The Letter of Credit shall be established in favour of, and issued to, the HPG 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.
- iii) 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:
  - a) 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 HPG for payment of undisputed amount.
  - b) 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 an average monthly bill in previous contract year.
  - c) The MSEDCL shall replenish the Letter of Credit to bring it to the original amount within 30 days in case of any valid drawdown.
- iv) The Letter of Credit shall be renewed and / or replaced by MSEDCL not less than

30 days prior to its expiration.

- v) Payment under the Letter of Credit: The drawl under the Letter of Credit in respect of a monthly tariff Invoice (excluding supplementary bills) shall require:
- a) 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.
  - b) a certificate from the HPG 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.

#### **6.5.2 Payment Security Fund –**

The Payment Security Fund may 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 HPG 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 HPG 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 MERC, such dispute shall be subject to jurisdiction of the 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 HPG 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) plus 1.25 % for the period it retained the additional amount. MSEDCL / HPG 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 shall be as given below:
  - a) For new intra - state projects, metering shall be at the voltage level of 110 kV or above of STU/MSETCL sub-station including the dedicated transmission line connecting the Hybrid power project.
  - b) For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.

All expenses including wheeling charges and losses in relation to the transmission and distribution network including metering arrangement upto delivery point shall be borne by HPG.

- ii) For the purpose of energy accounting, the ABT compliant meter shall be installed by HPG at the metering point. Further, for the purpose of energy accounting the Generator shall have to install Availability Based Tariff meter /Special Energy Meter at the metering point as well as on each source i. e. Wind and Solar at STU substation end. Interface metering shall conform to the Central Electricity Authority (Installation and Operation of Meters) Regulations 2014 and amendment thereto. MSETCL/STU/MSEDCL shall stipulate specifications in this regard.
- iii) In the event that the Main Metering System is not in service as a result of maintenance, repairs or testing, then the Backup Metering/Check metering System 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/Check Metering Systems.
- iv) The grid connected hybrid power plants will install necessary equipment for continuous monitoring of ambient air temperature, wind resource data (including wind speed), solar resource data and other weather parameters and simultaneously for monitoring of the electric power (both DC and AC) generated from the plant.
- v) Online arrangement would have to be made by the HPG for submission of above data regularly for the entire period of this Power Purchase Agreement to the

SLDC, concerned agency as per applicable regulation / directions.

- vi) Reports on above parameters on monthly basis (or as required by regulation / guidelines) shall be submitted by the HPG to MSEDCL/SLDC for entire Term of PPA.
- vii) The HPG shall also maintain records of generation of electrical energy from wind and solar component of the Wind Solar Hybrid Project separately. The same shall be made available by the HPG to MSEDCL as and when required by MSEDCL.

## **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 HPG and STU and DISCOM.
- ii) When the Main Metering System and / or Backup 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 HPG and / or /STU/DISCOM at HPG s cost, as soon as possible.
- iii) Any meter seal(s) shall be broken only by STU/DISCOM representative in the presence of HPG'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**

- 7.3.1 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 HPG shall maintain an accurate and up-to- date operating log at the Power Plant with records of:-

- i. 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;
  - ii. any unusual conditions found during operation / inspections;
  - iii. chart and printout of event loggers, if any, for system disturbances/ outages;
  - iv. All the records will be preserved for a period of 36 months.
- 7.3.2 The HPG shall maintain records of generation of electrical energy from wind and solar component of the Hybrid Project separately. The same shall be made available by the HPG to MSEDCL as and when required by MSEDCL.
- 7.3.3 The grid connected solar PV power plants and wind plants will install necessary equipment for regular monitoring of solar irradiance (including GHI, DHI and solar radiation in the module plane), ambient air temperature, wind speed and other weather parameters and simultaneously for monitoring of the electric power (both DC and AC) generated from the Project.
- 7.3.4 Online arrangement would have to be made by the HPG at its own cost for submission of above data regularly for the entire period of this PPA to the SLDC/RLDC, MSEDCL and the concerned Ministry or concerned agency as per applicable regulation / directions.
- 7.3.5 Reports on above parameters on monthly basis (or as required by regulation / guidelines) shall be submitted by the HPG to SLDC and MNRE and inform the same to MSEDCL for entire period of PPA.

# 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:
- b) Definition of Force Majeure: A 'Force Majeure' (FM) would mean one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof, that wholly or partly prevents or unavoidably delays the performance by the Party [(Power Producer / Power Procurer) (Affected Party)] of its obligations under the relevant Power Purchase Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices.

## 8.2 Categorization of Force Majeure Events:

### 8.2.1 Natural force Majeure Event:

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

through an inspection of the Project land; or

- d) any event or circumstances of a nature analogous to any of the foregoing.

### **8.2.2 Non-Natural Force Majeure Event :**

- a) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action;
- b) nation/state-wide strike, lockout, boycotts or other industrial disputes which are not directly and solely attributable to the actions of the Affected Party, but does not include strike or labour unrest limited to the Affected Party or its contractors;
- c) nationalisation or any compulsory acquisition by any Indian Governmental Instrumentality/ State Government in national interest or expropriation of any material Project assets or rights of the Generator, as a result of which the Generator or its shareholders are deprived (wholly or partly) of their rights or entitlements under the Power Purchase Agreement. Provided that such action does not constitute remedies or sanctions lawfully exercised by the Procurer or any other Government Authority as a result of any breach of any of the Applicable Laws or the Applicable Permits by the Generator or the Generator related parties;
- d) action of a Government Authority having Material Adverse Effect including but not limited to change in law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 9 of this PPA; any unlawful or unauthorised or without jurisdiction revocation of, or delay in, or refusal, or failure to renew or grant without valid cause, any Permits of the Generator or any of the clearance, licence, authorization to be obtained by the Contractors to perform their respective obligations under the relevant PPA and/or the Project Documents; provided that such delay, modification, denial, refusal or revocation did not result from the Generator's or any Contractors inability or failure to comply with any condition relating to grant, maintenance or renewal of such Permits or clearance, licence, authorization, as the case may be.

### **8.3 Force Majeure Exclusions:**

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

- a) Unavailability, late delivery, or changes in cost of the plant, machinery,

- equipment, materials, spare parts or consumables for the Power Project;
- b) Delay in the performance of any contractor, sub-contractor or their agents;
  - c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
  - d) Strikes at the facilities of the Affected Party;
  - e) Insufficiency of finances or funds or the agreement becoming onerous to perform; and
  - f) Non-performance caused by, or connected with, the Affected Party's:
    - i. Negligent or intentional acts, errors or omissions;
    - ii. Failure to comply with an Indian Law; or
    - iii. Breach of, or default under this Agreement

### **8.3 Notification of Force Majeure Event**

8.3.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than fifteen (15) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure.

If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

8.3.2 Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under the PPA. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than weekly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

8.3.3 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under the PPA, as soon as practicable after becoming aware of each of these cessations.

### **8.4 Performance Excused**

8.4.1 The Affected Party, to the extent rendered unable to perform its obligations or part of the

obligation thereof under the PPA as a consequence of the Force Majeure Event, shall be excused from performance of the obligations, provided that the period shall not exceed 180 (one hundred and eighty) Days from the date of issuance of the FM Notice. The Parties may mutually agree to extend the period for which performance is excused due to a Force Majeure Event.

- 8.4.2 For the time period, as mutually agreed by the Parties, during which the performance shall be excused, the generator shall be entitled for a day to day extension of the period provided for Financial Closure or Scheduled Commissioning Period or the PPA period, as the case may be.
- 8.4.3 Provided always that a Party shall be excused from performance only to the extent reasonably warranted by the Force Majeure Event.
- 8.4.4 Provided further that, nothing shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

**8.5 No Liability for Other Losses:**

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

**8.6 Resumption of Performance:**

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

**8.7 Termination Due to Force Majeure Event:**

- a) If, prior to the completion of the 180 (one hundred and eighty) Day period (or any extended period) for a Natural Force Majeure Event commencing from the date of issuance of the Force Majeure Notice, the Parties are of the reasonable view that a Natural Force Majeure Event is likely to continue beyond such 180 (one hundred and eighty) Day period or any extended period agreed in pursuance of Article 8.5 (Performance Excused); or that it is uneconomic or impractical to restore the affected

Unit, then the Parties may mutually decide to terminate the PPA, and the termination shall take effect from the date on which such decision is taken.

- b) Without prejudice to the provisions of Article 8.8.1(a) above, the Affected Party shall, after the expiry of the period of 180 (one hundred and eighty) Days or any other mutually extended period, be entitled to forthwith terminate the PPA in its sole discretion by issuing a notice to that effect.
- c) On termination of the PPA pursuant to Article 8.8.1(b):
  - i. no Termination Compensation shall be payable to the generator.
  - ii. the Generator shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event

### **8.8 Available Relief for a Force Majeure Event:**

- 8.8.1 No Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure event. However, adjustment in tariff shall not be allowed on account of Force Majeure event.
- 8.8.2 For avoidance of doubt, neither Party's obligation to make payments of money due nor payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
- 8.8.3 Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Events.



# ARTICLE 9: CHANGE IN LAW

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

The PPA Tariff shall be inclusive of all statutory taxes, duties, levies, cess etc. applicable as on the last date of bid submission.

The term “Change in Law” shall refer to the occurrence of any of the following events pertaining to this project only after [Insert last date of bid submission] including any enactment or amendment or repeal of any law, leading to corresponding changes in the cost requiring change in tariff, and includes a change in interpretation of any law by a competent court; or a change in any domestic tax, including duty, levy, cess, charge or surcharge by the Government Instrumentality leading to corresponding changes in the cost; or a change in any condition of an approval or license obtained or to be obtained for purchase, supply or transmission of electricity, unless specifically excluded in the agreement for the purchase, supply or transmission of electricity, which results in any change in the cost, but does not include:

Any change in any withholding tax on income or dividends distributed to the shareholders of the generating company or transmission licensee; or  
change in respect of deviation settlement charges or frequency intervals by an MERC/CERC;

## **9.2 Relief for Change in Law**

**9.2.1** In the event of occurrence of any of events as provided under Article 9.1 which results in any increase/ decrease in the Project Cost (i.e. the cost incurred by the HPG towards supply and services only for the Project concerned, upto the Actual Commissioning Date of the last part capacity or Scheduled Commissioning Date/extended Scheduled Commissioning Date, whichever is earlier), the HPG /MSEDCL shall be entitled for compensation by the other party, as the case may be, subject to the condition that the such ‘Change in Law’ is recognized by the MERC. Compensation payment on account of such ‘Change in Law’ 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** In the event a change in Law results in any increase or decrease in the cost of generation, the said increase / decrease in cost shall be passed on in tariff in the following manner:

a) For the purpose of ensuring that the pass through happens in an expeditious manner within 30 days of the Change in Law event, the following formula may be followed:-

Let Financial Impact of Change in Law = P;

Then, the modification in PPA tariff (M. T.) for compensating the financial impact is given by

$$M. T. = YIX$$

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

and

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

where,

n = no. of months over which the financial impact has to be paid (subject to maximum of 180 months in case of the non-recurring fixed amount but in case of recurring impact it will be till the impact persists); and

Mr = monthly rate of interest = R/(12x100) and

where R = annual rate of interest on loan component (in %) as considered by Central Electricity Regulatory Commission (CERC) in its Order for Tariff determination from Renewable Energy Sources for the year in which the project is commissioned. In absence of relevant CERC Orders for the concerned year, the interest rate shall be average interest rate plus 200 basis points above the average State Bank of India Marginal Cost of Funds based leading rate (MCLR of one year tenor) prevalent during the last available six months for such period.

Further, the MT. shall be tried up annually based on actual generation of the year so as to ensure that the payment to the Generator is capped at the yearly annuity amount.

Any such change, shall be considered upto three digits after the decimal point, and remaining digits, if any, shall be ignored.

*For e.g. in case the change in tariff payable is calculated as Rs. 0.14678/kWh, it*

*shall be modified as Rs. 0.146/kWh*

- 9.2.4** In case change in Law / Regulations results in delay in commissioning, where cause and effect between these two can be clearly established, suitable extension may be provided to commissioning of the project by MSEDCL/MERC.
- 9.2.5** 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.
- 9.2.6** The revised tariff shall be effective from the date of such Change in Law as approved by MERC, the Parties hereto have caused this Agreement to be executed by their fully authorized officers, and copies delivered to each Party, as of the day and year first above stated.
- 9.2.7** The payment for Change in Law shall be through Supplementary Bill.

### **9.3 Notification of Change in Law**

- 9.3.1** If the Seller is affected by a Change in Law in accordance with Article 9.1 and wishes to claim change in Law under this Article, it shall give notice to MSEDCL of such Change in Law within 7 days after becoming aware of the same or should reasonably have known of the Change in Law.
- 9.3.2** Notwithstanding Article 9.3.1, the HPG shall be obliged to serve a notice to MSEDCL if it is beneficially affected by a Change in Law. Without prejudice to the factor of materiality or other provisions contained in this Agreement, the obligation to inform the Procurer contained herein shall be material. Provided that in case MSEDCL has not provided such notice, the HPG shall have the right to issue such notice to MSEDCL.
- 9.3.3** Any notice served pursuant to this Article 9.3.2 shall provide, amongst other thing, precise details of:
- a) The Change in Law: and
  - b) its effect on the Project Cost, supported by documentary evidences including Statutory Auditor Certificate to this effect so as to establish one to one correlation and its impact on the Project Cost
- 9.3.4** “Project Cost” wherever applicable under this Article, shall mean the cost incurred by the HPD towards supply and services only for the Project concerned, upto the actual date of commencement of power supply from the last part capacity or upto the SCSD or extended SCSD, whichever is earlier. For example, in case the date of actual Commencement of power supply from the last part capacity is 15.04.2024, SCSD is

15.03.2024 and extended SCSD is 01.04.2024, the Project Cost shall be determined as the cost incurred by the HPD upto 01.04.2024.

# 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 twenty five (25) years from SCSD. 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 HPG 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 HPG:

- i) Failure to commission the project by SCSD or fails to supply power in terms of the PPA.
- ii) O&M Default on part of HPG.
- iii) Failure or refusal by HPG to perform any of its material obligations under this Agreement including but not limited to financial closure.
- iv) HPG fails to make any payment required to be made to MSEDCL under this agreement within three (3) months after the due date of a valid invoice raised by the MSEDCL on the HPG.

- v) If the HPG (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.
- vi) If the HPG 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 HPG 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 the HPG and expressly assumes all obligations under this agreement and is in a position to perform them; Or
- vii) The HPG repudiates this agreement.
- viii) Change in controlling shareholding before the specified time frame as mentioned in the RfS.
- ix) Occurrence of any other event which is specified in this Agreement to be a material breach / default of the HPG.

**10.3.2** Upon being in default, the Power Producer shall be liable to pay MSEDCL, damages, as detailed in the clause 3.3 of PPA for failure to commission within stipulated time and Clause 5.6 for failure to supply power in terms of the PPA. For other cases, HPG shall pay to MSEDCL, damages, equivalent to 24 (Twenty) months, or balance PPA period whichever is less, of charges for its contracted capacity. MSEDCL shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, 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 HPG, 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 Wind Solar Hybrid Power Developer (HPG) 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:**

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

- a) Default by MSEDCL in performing its obligation under this agreement, (ii) Failure to pay the monthly and / or supplementary bills beyond 90 days,
- b) 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.
- c) The defaulting Procurer shall, subject to the prior consent of the HPG, novate its part of the PPA to any third party, including its Affiliates within the stipulated period.

#### **10.4 Termination:**

**10.4.1 Termination for HPG 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 HPG in writing which shall specify in reasonable detail the Event of Default giving rise to the default notice, and calling upon the HPG 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 HPG. MSEDCL may terminate this Agreement by delivering such a Termination Notice to the HPG 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 HPG shall have liability to make payment within 30 days from the date of termination notice toward compensation to MSEDCL equivalent to 24 months or balance PPA period whichever is less of PPA tariff for its contracted capacity with the declared CUF.

Where a Default Notice has been issued with respect to an Event of Default, which requires the co-operation of both MSEDCL and the HPG 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 HPG 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 HPG 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 HPG to sell power from the project, to any third party. 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 regulation from time to time and paid directly to respective agencies by third party. No banking facility shall be allowed to HPG and third parties.

Till expiry of the Suspension Period, MSEDCL will be entitled to cure its default and buy power from the HPG. In the event MSEDCL fails to cure the default, the HPG 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 equivalent to 24 months or balance PPA period whichever is less of PPA tariff for its contracted capacity with the declared CUF.



# 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** In the event of a dispute as to the amount of any Tariff Invoice, MSEDCL shall notify the HPG 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.
- 11.3** 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.
- 11.4** The Parties hereto agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.
- 11.5** 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.
- 11.6** In the event that such differences or disputes between the Parties are not settled through mutual negotiations within sixty (60) days, after such dispute arises, then it shall be adjudicated by MERC in accordance with Law.
- 11.7** 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.
- 11.8** Where any dispute arises from a claim made by any change in or determination of Tariff or any matter related to Tariff or claims made by any party which partly or wholly relate to any change in the Tariff or determination of any matter agreed to be referred to the MERC, such dispute shall be submitted to adjudication by the MERC. Appeal against the decision of the MERC shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.
- 11.9** Courts in Mumbai shall have exclusive jurisdiction to enforce any award under this agreement, subject to the applicable Laws

- 11.10** The provisions of this clause shall survive the termination of this PPA for any reason whatsoever
- 11.11** The disputes beyond the jurisdiction of MERC shall be filed before the Bombay High Court, Mumbai.

## **ARTICLE 12 : INDEMNITY**

- 12.1** HPG s Indemnity: The HPG 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 HPG, 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 HPG.

# 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 HPG 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 HPG 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 HPG:

Name:

Designation: \_\_\_\_ Address : \_\_\_\_\_

Ph. Nos.: \_\_\_\_\_ Fax No.: \_\_

In case of MSEDCL

Chief Engineer (renewable Energy),

Prakashgad, 5<sup>th</sup> floor,

Plot G 9, Prof. Anant Kanekar Marg, Bandra (East), Mumbai 400 051,

### **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 nor shall any portion hereof without the prior written consent of the other Party, provided further that any assignee 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 HPG 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 HPG to assign to a third party the interests, rights and obligations of the HPG 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 HPG 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 HPG 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 HPG shall consult to resolve the inconsistency.

### **13.11 Taxes and Duties**

- i) The HPG shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/levied on the HPG, contractors or their employees that are required to be paid by the HPG as per the Law in relation to the execution of the Agreement and for supplying power as per the terms of this Agreement.
- ii) MSEDCL shall be indemnified and held harmless by the HPG against any claims that may be made against MSEDCL in relation to the matters set out in Article 9
- iii) MSEDCL shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the HPG by MSEDCL on behalf of HPG.

### **13.12 Independent Entity**

- i) The HPG shall be an independent entity performing its obligations pursuant to the Agreement.
- ii) Subject to the provisions of the Agreement, the HPG shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the HPG or contractors engaged by the HPG in connection with the

performance of the Agreement shall be under the complete control of the HPG and shall not be deemed to be employees, representatives, contractors of MSEDCL and nothing contained in the Agreement or in any Agreement or Contract awarded by the HPG shall be construed to create any contractual relationship between any such employees, representatives or contractors and MSEDCL.

### **13.13 Compliance with Law**

Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

### **13.14 Breach of Obligations**

The Parties acknowledge that a breach of any of the obligations contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting party in each case specified under this Agreement.

### **13.15 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><b>FOR AND ON BEHALF OF HPG M/S</b></p>  <p><b>AUTHORISED SIGNATORY</b></p>          <p><b>WITNESSES</b></p>  <p>1.</p>          <p>2.</p>	<p><b>FOR AND ON BEHALF OF</b></p>          <p><b>MSEDCL</b></p>          <p><b>WITNESSES</b></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 -----

Short circuit rating: \_\_\_\_\_ (As a part of the detailed design process, the HPG 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 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 regulations and as may be stipulated / specified by MSEDCL/MSETCL from time to time. The HPG 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 and \_\_\_\_\_KV

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 Hybrid power projects.
2. Approval of the Electrical Inspectorate, Government of Maharashtra for commissioning of the transmission line and the wind energy converters installed at the Hybrid Project Site.
3. Certificate of Commissioning of the Wind Solar Hybrid Project issued by CTU/STU/MSEDCL/SLDC/MEDA/SNA as applicable.
4. SNA/MEDA registration certificate.
5. Permission from all other statutory and non-statutory bodies required for the Project.
6. Clearance from the Airport Authority of India, if required.
7. Clearance from the Department of Forest, Ecology and Environment, if required.

## **SCHEDULE 4: SPECIFICATION OF ELECTRICAL: ENERGY DELIVERY**

1. The generation voltage from the hybrid power project of M/s. .... It uses unit connection of generator, generator transformer and unit transformer. is \_\_\_\_\_
  
2. The generated power at \_\_\_\_\_ KV will be stepped up to \_\_\_\_\_KV at the Project Site and further stepped up to \_\_\_\_\_ KV at the Sending Station for the purpose of interconnection with the Grid System.

**SCHEDULE 5:****MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD****NAME OF THE  
CIRCLE****VENDOR INFORMATION**

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