Annexure- E

223

G20 MGVCL

No. MGVCL/Project/DSM/PM KUSUM C FLS TN-7/	Dt. 02/01/2024

Office Note:

Sub: Administrative Approval for publishing Tender of Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode.

Ref:
1. MNRE's OM No. F. No. 32/645/2017-SPV Division/ Dtd. 04.12.2020
2. MNRE's sanction vide no-32/54/20-SPV DIVISION Dtd.17.03.2021
3. EPD, GoG Letter to MNRE no-REN/11/2021/552/B1/ Dtd.13.01.2022
4. EPD, GoG Letter to GUVNL no-SLR/11/2016/2284/B1/ Dt.07.04.2022
5. MNRE's sanction vide no-32/54/2018-SPV DIVISION Dtd.18.05.2022
6. GUVNL/Tech/Solar-Cell/PM-KUSUM-C/FLS/371 dt.21.02.2023

MNRE vide email dated : 17.02.2022 informed all State Implementing Agencies (SIAs) regarding methodology for Calculation of Solar power plants Capacity under Feeder Level Solarization wherein it is mentioned that Solar Plant capacity to be calculate considering 19% CUF.

GUVNL has amended conditions in earlier tender as under:

Ø "Due to poor response from the Solar Power Generator (SPG) / Developers and considering various factors, Competent Authority of GUVNL has decided to remove upper ceiling tariff (Rs.2.40) for quoting the tariff and reverse auction to be undertaken as per tender documents to get the competition.

Ø MNRE, OM dated 11-05-2022, has removed the requirement of the PBG against CFA and amended clause as ""CFA up to 100% of the total eligible CFA will be released to the RESCO developer through DISCOM on successful operation and performance of the solar plant for two months after the commissioning with at least one month CUF as per minimum CUF agreed in PPA. Further, a suitable clause in PPA shall be included to ensure that RESCO developer does not sell solar power to any other buyer except the concerned Discom during tenure of PPA including penal provision calling for refund of proportionate CFA granted to the project by MNRE on violation of this condition. In case of any liquidation of assets of the solar power plant prior to completion of PPA period, the first charge shall be towards recovery of proportionate CFA granted to the project by MNRE.""

Ø As per GUVNL directives "DISCOM are requested, after selection of SPG/parties the discovered tariff may be consulted with GUVNL and subsequently before signing agreement, tariff needs to be adopted by GERC".

GUVNL being State Implementing Agency (SIA) vide letter under ref. sr.no.(6) mentioned that PGVCL had modified draft tender of PM KUSUM Component-C Feeder level solarisation & same was ratified by the competent authority of GUVNL and directed other DISCOMs to invite new tender with modified Rfs document in line with PGVCL by selecting agriculture feeders having 7.5hp connections along with their last three years consumption to find out the Substation wise Solar plant capacity considering eligible CFA (considering 19% CUF) upto 7.5hp.

As directed by GUVNL vide ref.(6) & during VC meeting held on dt.26.12.2023 the Competent authority of GUVNL directed all DISCOMs for invitation of new tender with modified Rfs document in line with PGVCL & Substation wise Surplus/Spare RE Capacity and technical feasibility for evacuation of Solar energy at various substations under jurisdiction of MGVCL asked from GETCO on urgent basis. In this regard, immediately on dt.26.12.2023 the list of substations under jurisdiction of MGVCL were forward to CE(TR) GETCO & concern Zone office, SE(TR) of circle offices for submission which were received on dt.27.12.23 & 01.01.24 respectively. And the data of Substation wise Agriculture feeders having 7.5 hp connections with their connected load, last three years consumption & Solar plant capacity with eligible CFA (considering 19% CUF) were considered as per the data earlier received from circle offices for tender TN-06 ID:582408 due to urgency of invitation of new tender as directed by the competent authority.

On receipt of Substation wise Surplus/Spare RE Capacity and technical feasibility for evacuation of Solar energy at various substations & Substation wise Agriculture feeders having 7.5hp connections with their Solar plant capacity total 76nos. of Substations having 80nos. Solar plants are identified with 99740 nos. of agriculture pumps, 260nos. of agriculture feeders & total capacity of Solar plant with eligible CFA (considering 19% CUF) 153.196 MW & Notified Solar plant capacity (in multiple of 0.5 MW) 134.5 MW..

The Details of selected 76 nos. substations having 80nos. Solar plants for Feeder level solarization of Component-C of PM-KUSUM Scheme under RESCO model with solar capacity assessment as per Annexure-A.

Important Points of the RfS are as under for Feeder level Solarization of Component-C of PM-KUSUM.

1. Mode of implementation: - through RESCO Developer
2. Substations selected **76nos.** with 80nos. of Solar plants in MGVCL for implementation of scheme.
3. Feeder selected **260nos.** in MGVCL for implementation of scheme.
4. Bidder Qualification Requirement:
    - Legal entity: - Any Individual/Company/LLP/Partnership/Proprietor ship/JV/Body Corporate/Association/Body of Individuals whether incorporated or not or artificial juridical person/Group of farmers or Cooperatives/Panchayats/Farmer Producer Organizations (FPO)/Water user associations (WUA)/any legal body shall be eligible to participate in the bid for establishment of solar project for feeder level solarisation.

- The entity shall have positive net worth of the last year as on 31-03-2023

5. Remote monitoring system for the Solar plant is in SPG's scope.
6. CUF taken is 19% (fixed i.e. no deration permitted).
7. Bidders shall quote on-line their lowest levelized tariff in Rs. per kWh for selling the power generated against the respective capacity of solar power plant for the respective feeders under this feeder level Solarization scheme to MGVCL for 25 years from date of CoD.
8. Work execution period: Within 9 months from date of signing of PPA

Land:- The SPG shall identify the location of the Solar project land & Procurement will be preferably within Five KM radius of the selected sub-stations in order to avoid high cost of evacuation line and losses.

Procurement land: It shall be the responsibility of SPG to identify and arrange for required Procurement land on ownership / lease basis. In case of lease land, the minimum period of lease agreement shall be such that it shall cover the 25 years of PPA and MGVCL and/or Govt. assumes no responsibility in procuring / arranging for Procurement land.

9. **Price Evaluation: -**
   a. Evaluation of price bid (tariff quoted) shall be carried out for the capacity of Solar plant mentioned against respective feeder.
   b. **Tariff Ceiling**: - The upper ceiling / maximum allowable levelized tariff**Rs. 2.40 per unit removed by GUVNL**
   c. **Reverse Auction**: - as per the condition of tender.
10. Petition filing by GUVNL/MGVCL to GERC for adoption of discovered levelized tariff for the solar power plant
11. **PPA**:- Execution of PPA by DISCOM for a period of 25 years from CoD.
12. **MNRE's CFA**:- CFA up to 100% of the total eligible CFA will be released to the RESCO developer through DISCOM on successful operation and performance of the solar plant for two months after the commissioning with at least one month CUF as per minimum CUF agreed in PPA.

Tender/Rfs Document Fee	Rs.10000 + Rs.1800 (GST 18%) = **Rs. 11,800 /-**
EMD	EMD - Rs. 1 lakh per MW per SS = **Rs. 153.196 lakh (As per Annexure-3)**
Performance Bank Guarantee	PBG@Rs. 5 Lakh per MW per SS = **Rs. 765.979 lakh (As per Annexure-3)**
Date of Project commissioning	**Within 9 months from date of signing of PPA**
Solar PV Plant technology	All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. It will be mandatory to use domestically manufactured modules only.
"Work Area" / "Site"	The Solar Power plant for Feeder level Solarization will be preferably installed within Five KM radius of the concerned sub-stations in order to avoid high cost of sub-transmission lines and to reduce transmission losses. SPG to identify and procure/lease the Non agriculture land on his own for 25 years for installation of Solar plant for this feeder level Solarization projects. **Land will not be provided by MGVCL to SPG.**
Delivery point	11 KV Bus of associated 66Kv/11kv substation of respective feeders
Estimated Project Cost	**Rs. 536.185 Crore (As per Annexure-3)**
Selection criteria	Lowest (L1) quoted levelized tariff for 25 years followed by e-reverse auction
Terms of PPA	25 years (unless extended by both the parties on mutual agreement) of O&M
Eligible CFA by MNRE	Successful bidder to get CFA @ Rs. 1.05 Cr per MW considering capital cost of solar project at Rs. 3.50 Crores per MW (subject to installation & commissioning of project in line with MNRE requirement). CFA up to 100% of the total eligible CFA will be released to the RESCO developer through DISCOM on successful operation and performance of the solar plant for two months after the commissioning with at least one month CUF as per minimum CUF agreed in PPA
Bid Validity	120 days from the date of opening of online Technical bid.
Qualifying Criteria	• Legal entity: - Any Individual/Company/LLP/Partnership/Proprietor ship/JV/Body Corporate/Association/Body of Individuals whether incorporated or not or artificial juridical person/Group of farmers or Cooperatives/Panchayats/Farmer Producer Organizations (FPO)/Water user associations (WUA)/any legal body shall be eligible to participate in the bid for establishment of solar project for feeder level solarisation. • The entity shall have positive net worth of the last year as on 31-03-2023.

Budgetary Provision:

Ø Estimated cost of tender is to be booked under PM-KUSUM Scheme as per MNRE Guideline.

DOP:

Ø As Per DOP (Individual Level) –works Clause No. 3.1, invitation of Tender CE at Corporate Office has full power in concurrence with concerned CE and GM(F&A). **Note is put up for approval to the Competent authority.**

Proposal:

Proposal is put up for Administrative approval for publishing of tender of Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode.

Note is put up for perusal, decision and Administrative approval for publishing of tender of Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode.

DE (DSM)

SE (DSM)

CE (Project)

GM (F&A)

To,
SE (DSM)

File Number : MGCOV/SCH/e-file/2784/2024/0050/DSM Cell

File Subject : PM KUSUM Scheme (Component-C) of Grid connected Solar Agriculture connection. and related all matters

Note:1

Pl. forward for approval.

DIPESH R KHARVA
Deputy Engineer
DSM Cell
Corporate Office Vadodara MGVCL
02-01-2024 02:02 PM

Note:2

FOR APPROVAL PL

SANJAY LALTAPRASAD VARMA
Superintending Engineer
DSM Cell
Corporate Office Vadodara MGVCL
02-01-2024 05:32 PM

Note:3

OK

As proposed.

Kalpesh R. Dhebar
Chief Engineer
Technical
Corporate Office Vadodara MGVCL
02-01-2024 05:45 PM

Note:4

Pl. validate.

JAYNISH HASMUKHBHAI MODI
General Manager
Accounts
Corporate Office Vadodara MGVCL
03-01-2024 10:45 AM

Note:5

for audit please

NILESHKUMAR RAMANLAL PATEL
Deputy Chief Accounts Officer
Accounts
Corporate Office Vadodara MGVCL
03-01-2024 10:54 AM

Note:6

Draft Tender is verified and found in order.

TRUSHIT A SHAH
Superintendent
Accounts
Corporate Office Vadodara MGVCL
03-01-2024 01:10 PM

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Note:7

Draft tender found in order

NILESHKUMAR RAMANLAL PATEL
Deputy Chief Accounts Officer
Accounts
Corporate Office Vadodara MGVCL
03-01-2024 04:29 PM

Note:8

Ok.

JAYNISH HASMUKHBHAI MODI
General Manager
Accounts
Corporate Office Vadodara MGVCL
03-01-2024 04:45 PM

Note:9

Approved

Kalpesh B. Dhe[illegible]
Chief Engi[illegible]
Projects
Corporate Office Vadodara MGVCL
04-01-2024 10:20 AM

ANNEXURE - A

Sr. No.	Circle	Division	Name of Sub Station 66KV/11KV	Name of Solar Plant (Bid plant Number)	Circle	Division	No. of Ag Feeders	No. of Ag. Connections (up to 7.5HP)	Solar Plant capacity considering eligible CFA (Considering 19% CUF) up to 7.5 HP (MW)	Available space in SS in MW Capacity as per GETCO
1	Baroda (O&M)	Dabhoi	66kv Dabhoi	MG-FLS-SS-41	Baroda (O&M)	Dabhoi	5	1283	0.892	20
2	Baroda (O&M)	Bodeli	132kv Vasedi	MG-FLS-SS-42	Baroda (O&M)	Bodeli	4	1835	1.656	15
3	Baroda (O&M)	Bodeli	132kv Zoz	MG-FLS-SS-43	Baroda (O&M)	Bodeli	3	2086	2.339	12
4	Baroda (O&M)	Bodeli	66kv Patiya	MG-FLS-SS-44	Baroda (O&M)	Bodeli	4	624	1.076	19.5
5	Baroda (O&M)	Bodeli	66kv Simal Faliya	MG-FLS-SS-45	Baroda (O&M)	Bodeli	3	1240	1.241	18
6	Baroda (O&M)	Dabhoi	66kv Bhatpur	MG-FLS-SS-46	Baroda (O&M)	Dabhoi	3	585	0.678	17
7	Baroda (O&M)	Bodeli	66kv Bhekhadiya	MG-FLS-SS-47	Baroda (O&M)	Bodeli	3	1509	2.972	10
8	Baroda (O&M)	Bodeli	66kv Devmori (Ranglichokdi)	MG-FLS-SS-48	Baroda (O&M)	Bodeli	4	3225	4.605	13
9	Baroda (O&M)	Bodeli	66kv Kawant-A	MG-FLS-SS-49	Baroda (O&M)	Bodeli	3	2102	4.249	10.5
10	Baroda (O&M)	Bodeli	66kv Kawant-B	MG-FLS-SS-50	Baroda (O&M)	Bodeli	2	1302	2.209	
11	Baroda (O&M)	Dabhoi	66kv Kosindra	MG-FLS-SS-51	Baroda (O&M)	Dabhoi	4	1489	3.808	13.5
12	Baroda (O&M)	Bodeli	66kv Lehwant	MG-FLS-SS-52	Baroda (O&M)	Bodeli	2	1235	1.102	16
13	Baroda (O&M)	Bodeli	66kv Panwad	MG-FLS-SS-53	Baroda (O&M)	Bodeli	4	1467	1.775	3
14	Baroda (O&M)	Bodeli	66kv Ratanpur	MG-FLS-SS-54	Baroda (O&M)	Bodeli	2	798	2.086	14.5
15	Baroda (O&M)	Bodeli	66kv Rendee	MG-FLS-SS-55	Baroda (O&M)	Bodeli	4	1374	2.54	10.5
16	Baroda (O&M)	Bodeli	66kv Sengpur	MG-FLS-SS-56	Baroda (O&M)	Bodeli	2	517	1.194	16
17	Baroda (O&M)	Bodeli	66kv Surya	MG-FLS SS-57	Baroda (O&M)	Bodeli	2	600	0.777	19
18	BARODA (O&M), Godhra (O&M)	Bodeli, Halol	66kv Uchapan	MG-FLS-SS-58	BARODA (O&M), Godhra (O&M)	Bodeli, Halol	4	1484	1.084	18
19	Baroda (O&M)	Bodeli	66kv Vadoth	MG-FLS-SS-59	Baroda (O&M)	Bodeli	3	1535	1.659	2
20	Baroda (O&M)	Bodeli	66kv Vaghach	MG-FLS-SS-60	Baroda (O&M)	Bodeli	2	665	1.807	13
21	Baroda (O&M)	Baroda	66kv Ankaliya	MG-FLS-SS-61	Baroda (O&M)	Baroda	2	508	1.216	15.34
22	Baroda (O&M)	Baroda	66kv Savli	MG-FLS-SS-62	Baroda (O&M)	Baroda	5	1998	3.157	8.41
23	Anand (O&M)	Anand Rural	66kv Bhalej	MG-FLS-SS-63	Anand (O&M)	Anand Rural	3	768	0.646	8
24	Anand (O&M)	Anand Rural & Anand City	66kv Jole	MG-FLS-SS-64	Anand (O&M)	Anand Rural & Anand City	4	609	0.623	4
25	Nadiad (O&M)	Nadiad-City	66kv Changa	MG-FLS-SS-65	Nadiad (O&M)	Nadiad-City	6	912	0.633	4
26	Nadiad (O&M)	Nadiad-Rural	66kv Thasra	MG-FLS-SS-66	Nadiad (O&M)	Nadiad-Rural	4	636	0.996	8
27	Nadiad (O&M)	Mehmadabad	66kv Anara	MG-FLS-SS-67	Nadiad (O&M)	Mehmadabad	2	595	1.117	12
28	Nadiad (O&M)	Mehmadabad	66kv Antisar	MG-FLS-SS-68	Nadiad (O&M)	Mehmadabad	3	736	1.97	12
29	Nadiad (O&M)	Nadiad-Rural	Balasinor	MG-FLS-SS-69	Nadiad (O&M)	Nadiad-Rural	6	825	1.551	4
30	Nadiad (O&M) & Anand (O&M)	Nadiad-City, Anand Rural	66kv Chaklashi	MG-FLS-SS-70	Nadiad (O&M) & Anand (O&M)	Nadiad-City, Anand Rural	7	1468	2.05	4
31	Nadiad (O&M)	Mehmadabad	66kv Hamirpura (Bhailalkui)	MG-FLS-SS-71	Nadiad (O&M)	Mehmadabad	4	1132	4.506	8
32	Nadiad (O&M)	Nadiad-Rural	66kv Jorapura	MG-FLS-SS-72	Nadiad (O&M)	Nadiad-Rural	4	897	1.943	8
33	Nadiad (O&M)	Mehmadabad	66kv Kheda	MG-FLS-SS-73	Nadiad (O&M)	Mehmadabad	6	1153	1.599	4
34	Nadiad (O&M)	Mehmadabad	66kv Malitadi	MG-FLS-SS-74	Nadiad (O&M)	Mehmadabad	4	1015	2.551	12
35	Nadiad (O&M)	Mehmadabad	66kv Nirmali-A	MG-FLS-SS-75	Nadiad (O&M)	Mehmadabad	3	1172	4.478	12
36	Nadiad (O&M)	Mehmadabad	66kv Nirmali-B	MG-FLS-SS-76	Nadiad (O&M)	Mehmadabad	3	767	2.94	
37	Nadiad (O&M)	Nadiad-City	66kv Palaiya	MG-FLS-SS-77	Nadiad (O&M)	Nadiad-City	5	1161	2.839	4
38	Nadiad (O&M)	Nadiad-Rural	66kv Pandva	MG-FLS-SS-78	Nadiad (O&M)	Nadiad-Rural	3	629	1.226	12
39	Nadiad (O&M)	Nadiad-Rural	66kv Ruppura	MG-FLS-SS-79	Nadiad (O&M)	Nadiad-Rural	3	450	1.037	12

40	Nadiad (O&M) & Anand (O&M)	Nadiad-Rural, Anand Rural	66kv Sheri (Alina)	MG-FLS-SS-80	Nadiad (O&M) & Anand (O&M)	Nadiad-Rural, Anand Rural	2	552	0.81	12
41	Nadiad (O&M)	Mehmadabad	66kv Shihora	MG-FLS-SS-81	Nadiad (O&M)	Mehmadabad	3	455	1.523	12
42	Nadiad (O&M)	Mehmadabad	66kv Thavad	MG-FLS-SS-82	Nadiad (O&M)	Mehmadabad	2	380	1.414	12
43	Nadiad (O&M)	Mehmadabad	66kv Torna	MG-FLS-SS-83	Nadiad (O&M)	Mehmadabad	6	1523	3.089	4
44	Nadiad (O&M)	Nadiad-City, Mehemdabad	66kv Vaso	MG-FLS-SS-84	Nadiad (O&M)	Nadiad-City, Mehemdabad	4	1358	1.386	8
45	Nadiad (O&M)	Mehmadabad	66kv Vyasvasna	MG-FLS-SS-85	Nadiad (O&M)	Mehmadabad	3	786	2.441	12
46	Godhra (O&M)	Godhra	66kv Santroad	MG-FLS-SS-86	Godhra (O&M)	Godhra	3	2303	1.71	6.17
47	Godhra (O&M)	Godhra	66kv Shahera	MG-FLS-SS-87	Godhra (O&M)	Godhra	4	910	0.632	12
48	Godhra (O&M)	Godhra	66kv Timba	MG-FLS-SS-88	Godhra (O&M)	Godhra	2	413	1.16	17.17
49	Godhra (O&M)	Godhra	66kv Tuva	MG-FLS-SS-89	Godhra (O&M)	Godhra	2	523	1.159	16
50	Godhra (O&M)	Halol	66kv Bhadaroli	MG-FLS-SS-90	Godhra (O&M)	Halol	3	743	0.64	14.3
51	Godhra (O&M)	Halol	66kv Kalol	MG-FLS-SS-91	Godhra (O&M)	Halol	4	1587	3.79	9.46
52	Godhra (O&M)	Halol	66kv Khakhariya	MG-FLS-SS-92	Godhra (O&M)	Halol	2	841	2.266	6.72
53	Godhra (O&M)	Halol	66kv Madar	MG-FLS-SS-93	Godhra (O&M)	Halol	1	380	0.586	14.68
54	Godhra (O&M)	Halol	66kv Paldi	MG-FLS-SS-94	Godhra (O&M)	Halol	2	445	1.066	10.2
55	Godhra (O&M)	Halol	66kv Shivrajpur	MG-FLS-SS-95	Godhra (O&M)	Halol	4	2081	1.491	7.5
56	Godhra (O&M)	Halol	66kv Tarkhanda	MG-FLS-SS-96	Godhra (O&M)	Halol	2	705	1.558	8
57	Godhra (O&M)	Halol	66kv Ghoghamba-A	MG-FLS-SS-97	Godhra (O&M)	Halol	2	1509	2.637	5.7
58	Godhra (O&M)	Halol	66kv Ghoghamba-B	MG-FLS-SS-98	Godhra (O&M)	Halol	2	1705	2.852	
59	Godhra (O&M)	Halol	66kv Simaliya	MG-FLS-SS-99	Godhra (O&M)	Halol	3	2909	1.438	8
60	Godhra (O&M)	Halol	66kv Vejalpur	MG-FLS-SS-100	Godhra (O&M)	Halol	4	1098	1.196	7.51
61	Godhra (O&M)	Dahod	66kv Devgadhbaria	MG-FLS-SS-101	Godhra (O&M)	Dahod	3	2383	1.137	13.68
62	Godhra (O&M)	Dahod	66kv Karath (Limdi)	MG-FLS-SS-102	Godhra (O&M)	Dahod	3	2526	2.561	12.69
63	Godhra (O&M)	Dahod	66kv Kathla	MG-FLS-SS-103	Godhra (O&M)	Dahod	3	622	0.502	17.79
64	Godhra (O&M)	Dahod	66kv Mota Ambaliya	MG-FLS-SS-104	Godhra (O&M)	Dahod	3	2611	1.328	11.34
65	Godhra (O&M)	Dahod	66kv Piplod	MG-FLS-SS-105	Godhra (O&M)	Dahod	2	1273	0.797	17.39
66	Godhra (O&M)	Dahod	66kv Zalod	MG-FLS-SS-106	Godhra (O&M)	Dahod	4	1879	1.089	12
67	Godhra (O&M)	Lunawada	66kv Limda Muvadi	MG-FLS-SS-107	Godhra (O&M)	Lunawada	4	2374	3.976	9.21
68	Godhra (O&M)	Lunawada	66kv Limbadiya	MG-FLS-SS-108	Godhra (O&M)	Lunawada	3	1170	0.908	14.79
69	Godhra (O&M)	Lunawada	66kv Movasa-A	MG-FLS-SS-109	Godhra (O&M)	Lunawada	3	1723	4.072	8.3
70	Godhra (O&M)	Lunawada	66kv Movasa-B	MG-FLS-SS-110	Godhra (O&M)	Lunawada	2	1100	2.73	
71	Godhra (O&M)	Lunawada	66kv Varadhari	MG-FLS-SS-111	Godhra (O&M)	Lunawada	6	2284	4.498	11.11
72	Godhra (O&M)	Lunawada	66kv Bakor	MG-FLS-SS-112	Godhra (O&M)	Lunawada	3	2085	1.129	1.27
73	Godhra (O&M)	Lunawada	66kv Debhari	MG-FLS-SS-113	Godhra (O&M)	Lunawada	3	1162	3.229	8
74	Godhra (O&M)	Lunawada	66kv Ditwas	MG-FLS-SS-114	Godhra (O&M)	Lunawada	2	1083	0.882	2.5
75	Godhra (O&M)	Lunawada	66kv Malvan	MG-FLS-SS-115	Godhra (O&M)	Lunawada	2	576	1.007	18.44
76	Godhra (O&M)	Lunawada	66kv Mota Khanpur	MG-FLS-SS-116	Godhra (O&M)	Lunawada	5	2403	2.357	28.8
77	Godhra (O&M)	Lunawada	66kv Salaiya	MG-FLS-SS-117	Godhra (O&M)	Lunawada	2	1033	2.172	12
78	Godhra (O&M)	Lunawada	66kv Valakhedi	MG-FLS-SS-118	Godhra (O&M)	Lunawada	3	1100	0.583	16
79	Baroda (O&M)	Dabhoi	66kv Chalamali	MG-FLS-SS-119	Baroda (O&M)	Dabhoi	2	1465	3.306	3
80	Baroda (O&M)	Bodeli	66kv Naswadi	MG-FLS-SS-120	Baroda (O&M)	Bodeli	2	1296	3.262	3
TOTAL							260	99740	153.196	836.970

Consolidated Tender Details

Tender Id: 32807

View BOQ/Item Details

Organization Name	Madhya Gujarat Vij Company Limited
Location	Vadodara
Department	Energy And Petrochemicals Department
Sub Department	Corporate Office, Technical Section
IFB/Tender Notice No	MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7 DT: 03-01-24
Tender Creation Date	03-01-2024 16:44
Tender Type	Open
Tender Title/Name of Project	RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of MGVCL.
Description of Material/Name of Work	RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of MGVCL.
Sector Category	Power and Energy
Form of Contract	Turn-key
Product Category	Electrical Works
Tender Category	WORKS
Estimated Cost Value	5361850000.00 (Five Hundred Thirty Six Crore Eighteen Lacs Fifty Thousand Only)
Is ECV Visible to Supplier?	Yes
Tender Currency Type	Single
Tender Currency Setting	Indian Rupee
Period of Completion/Delivery Period	As per tender Document Attached
Procurement Type	Works
Consortium / Joint Venture	N/A
Rebate	N/A
Alternate decrypter	N/A

Calender Details

Bid Document Download Start Date	03-01-2024 21:00
Bid Document Download End Date	25-01-2024 16:00
Bid Submission Start Date	03-01-2024 21:00
Bid Submission Closing Date	25-01-2024 16:00
Tender NIT View Date	N/A
Remarks	Bidder has to submit DD/Banker's Cheque/ Pay Order /Bank Guarantee within 5 days from the scheduled date of on-line opening of Tender Fee & EMD stage (Preliminary Stage). (On working days, During office hours.)
Pre-Bid Meeting Mode	Offline
Pre-Bid Meeting Opening Date	10-01-2024 11:30
Bid validity	120

Amount Details

Bidding Processing Fee (OFFLINE)	11800.00 (Eleven Thousand Eight Hundred Only)
Bidding Processing Fee Payable to	MADHYA GUJARAT VIJ COMPANY LIMITED
Bidding Processing Fee Payable at	Vadodara

Bid Security/EMD/Proposal Security INR(OFFLINE)	15319600.00 (One Crore Fifty Three Lacs Nineteen Thousand Six Hundred Only)
Bid Security/EMD/Proposal Security INR Payable to	Madhya Gujarat Vij Company Limited
Bid Security/EMD/Proposal Security INR Payable at	Vadodara
Bank Guarantee Minimum	300001
Bank Guarantee Maximum	15319600

Other Details

Officer Inviting Bids	CE (Proj)
Bid Opening Authority	CE (Proj)
Address	Corporate Office: Sardar Patel Vidyut Bhavan, 2nd Floor, Race Course, Vadodara - 390 007
Contact Details	ceproj.mgvcl@gebmail.com

General Terms & Conditions

General Terms and Conditions
(1) Bidders can download the tender document free of cost from the website.
(2) Bidders have to submit Technical bid as well as Price bid in Electronic format only on nprocure website till the Last Date & time for submission.
(3) Offers in physical form will not be accepted in any case.
(4) Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n)code solutions-A Division of GNFC Ltd., Bidders are requested to take benefit of the same.

Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate as per Information Technology Act-2000 (Class-III) using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contract (n)code solutions- A division of GNFC Ltd, who are licensed Certifying Authority by Govt. of India.

In case bidders need any clarifications or if training required to participate in online tenders, they can contact (n)Procure Support team:-

(n)code Solutions-IT division of GNFC Ltd.,
(n)Procure Cell
304, GNFC Infotower, S.G. Road,
Bodakdev, Ahmedabad – 380054 (Gujarat)

+Contact Details
Phone
+91-79-40007517, 40007514, 40007515.
E-mail : nprocure@ncode.in

TOLL FREE NUMBER: 73590 21663

Other Terms & Conditions as per detailed tender documents

Tender Documents

Sr No	Document Name	Document Definition
1	1. MGVCL_RfS PM KUSUM_C-FLS. TN-7.pdf	1. MGVCL_RfS PM KUSUM_C-FLS. TN-7
2	2. ANX-1-Metering Infrastructure and RMS Architechture.pdf	2. ANX-1-Metering Infrastructure and RMS Architechture
3	3. ANX-2-PPA -SPG-for FLS-PMKUSUM-C-MGVCL.pdf	3. ANX-2-PPA -SPG-for FLS-PMKUSUM-C-MGVCL
4	Annexure-3.pdf	Annexure-3

Tender Stages

Preliminary Stage	30-01-2024 11:00	0

Stage Name	Evaluation Date	Minimum Forms for Submission	Evaluation Dependency
Technical Stage	01-02-2024 11:00	0	Preliminary Stage
Price Bid Stage	08-02-2024 11:00	0	Technical Stage

1. Preliminary Stage

Form Id	Form Name	Form Mode	Submission Type	Mandatory	Action
7139	Tender Fee and EMD Details	User Defined Template-Standard	Single	Yes	
7138	FORM-4 Undertaking for producing GSTIN	User Defined Template-Standard	Single	Yes	
7141	Details of NEFT/RTGS/Online of Bidder	User Defined Template-Standard	Single	Yes	

Documents required for Stage - Preliminary Stage

Sr No	Document Name	Mandatory
1	Attach scan copy of tender fee - RTGS/NEFT/Online	Yes
2	Attach scan copy of EMD - DD/RTGS/NEFT/Bank Guarantee (As per form-9)	Yes
3	Attach scan copy of cancelled cheque	No
4	Attach scan copy of GSTIN Document	No
5	Form-3 Summary of offered capacity bidded and EMD Detail	Yes
6	Form-4 Undertaking for producing GSTIN	No

2. Technical Stage

Form Id	Form Name	Form Mode	Submission Type	Mandatory	Action
7142	Form-1: Bid Submission Letter with Undertaking of RFP Conditions	User Defined Template-Standard	Single	Yes	
7140	Form-2 Summary Details of Bidder	User Defined Template-Standard	Single	Yes	

Documents required for Stage - Technical Stage

Sr No	Document Name	Mandatory
1	Form-1: Bid Submission Letter with Undertaking of RFP Conditions.	Yes
2	Form-2 Summary Details of Bidder	Yes
3	Form-3 Summary of Substation wise offered Plant capacity and EMD details	Yes
4	Form-4 Undertaking for producing GSTIN	Yes
5	Form-5 Positive Net-worth Certificate of Bidder	Yes
6	Form-6 Power of Attorney in favour of Authorized Signatory (In Case of Bidder is Single Entity)	No
7	Form-7 Power of Attorney in favour of Authorized Signatory (In Case Bidder is Joint Venture)	No
8	Form-8 Undertaking by the Joint Venture Partners (In Case Bidder is Joint Venture)	No
9	Form-9 EMD Bank Guarantee Format	No
10	Kindly Create eAuction ID on https//e-auction.nprocure.com and provide the same on Letter pad	Yes
11	PAN card	Yes
12	GST Certificate	Yes
13	In case of LLP – Copy of Registration Certificate and LLP Agreement	No
14	In case of Partnership – Copy of Deed of Partnership	No
15	Income Tax Return (ITR) of FY 2022-23 or Charted Accountant Certificate in support of positive Net worth (duly mentioning UDIN).	No
16	Copy of Registration / Incorporation Certificate	No
17	Details of Directors of Company as on date of submission of bid duly certified by practicing Company Secretary	No

3. Price Bid Stage

Form Id	Form Name	Form Mode	Submission Type	Mandatory	Action
7143	Price Bid	User Defined Template-Secured	Single	Yes	

Evaluation Committee

Stage Types	Opening Committee	Decryptor		Stage Evaluator
		Primary Decryptor	Alternate Decryptor	
Preliminary Stage	Kalpesh B Dhaber .(mgvcltechkbd)	Kalpesh B Dhaber .(mgvcltechkbd)	N/A	Kalpesh B Dhaber .(mgvcltechkbd)
Technical Stage	Kalpesh B Dhaber .(mgvcltechkbd)	Kalpesh B Dhaber .(mgvcltechkbd)	N/A	Kalpesh B Dhaber .(mgvcltechkbd)
Price Bid Stage	Kalpesh B Dhaber .(mgvcltechkbd)	Kalpesh B Dhaber .(mgvcltechkbd)	N/A	Kalpesh B Dhaber .(mgvcltechkbd)

BACK PRINT

Legends

Icon	Description
	View

MADHYA GUJARAT VIJ COMPANY LIMITED

REQUEST FOR SELECTION (RfS) OF SPG
FOR

PURCHASE OF SOLAR POWER THROUGH COMPETITIVE BIDDING PROCESS [FOLLOWED BY REVERSE E-AUCTION]

FOR

SOLARIZATION OF VARIOUS 11KV FEEDERS OF SELECTED 66/11KV SUBSTATIONS IN MGVCL

UNDER
RESCO MODE OF
PM-KUSUM COMPONENT-C
FEEDER LEVEL SOLARIZATION SCHEME

Issued by:
The Chief Engineer (Project)
MADHYA Gujarat Vij Company Ltd.,
CIN: U40102GJ2003SGC042907,Regd. & Corporate Office,
Sardar Patel Vidyut Bhavan, Race Course,
VADODARA-390007, GUJARAT-INDIA
Web: www.mgvcl.com, Email: ceproj.mgvcl@gebmail.com

Disclaimer:

1. Though adequate care has been taken while preparing this RfS document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within fifteen (15) days from the date of notification of RfS/ Issue of the RfS documents, it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.
2. MADHYA Gujarat Vij Company Limited (MGVCL) reserves the right to modify, amend or supplement this RfS document and the draft PPA including selection process and evaluation criteria, if deemed necessary by it or the same is required under Law. Such change shall be posted on Bidding Portal.
3. While this RfS has been prepared in good faith, neither MGVCL 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.
4. This RfS is not an agreement and is neither an offer nor invitation to the prospective bidders or any other person. The purpose of this RfS is to set the terms for the selection process and to provide Bidders with information that may be useful to them in preparation and submission of their Bids.
5. The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid, including but not limited to preparation, copying, postage, delivery fees or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the bid, regardless of the conduct or the outcome of the bidding process.
6. MGVCL reserves the right to annul the bid process and/or reject any or all of the Bids submitted in response to this RfS document at any stage without assigning any reasons whatsoever. In such cases MGVCL will refund the EMD, if any, and cannot be subjected to any liability whatsoever due to such rejection/cancelation.
7. This RfS is invited from SPG under Component –C of MNRE, Government of India's PM-KUSUM Scheme for Solarization Agricultural feeders of selected 66/11 KV Sub-station and the availability of CFA is subject fulfillment of terms & conditions of the scheme, disbursement of CFA by MNRE to the State of Gujarat and MNRE's evaluation of data for various projects under this Tender. MGVCL and GUVNL shall not be responsible for non-receipt / part receipt of CFA or delay in disbursement of CFA to any project of any feeder, if reasons for such non-receipt / part receipt or delay in disbursement of CFA is attributable to the SPG entity. In such a case, MGVCL /GUVNL shall not be liable to pay /compensate any difference of CFA on account of less amount of CFA received from MNRE.

Notice Inviting RfS

No: MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7 DT: 03-01-24

As authorized by the Gujarat Urja Vikas Nigam Ltd. (GUVNL) being State Implementing Agency (SIA) for Component-C of PM-KUSUM Scheme in the Gujarat State, the Chief Engineer (Project)-MGVCL **invites this Request for Selection of SPG through 'On-line' mode for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of MGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode.**

The setting up of Solar Power Generator (SPG) under this RfP shall involve Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years from Commercial Operation Date, grid connectivity though erection of 11kV line to connect the plant with concerned 66 / 11 KV Substation, installation & operation of RMS of Solar power plant through RESCO model for Solarization of 11kV feeders of selected 66/11kV substation in MGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).

The RfS documents may be down loaded from web site **https://mgvcl.nprocure.com** (For view, download and on line submission) and MGVCL's website www.mgvcl.com (for view download only.) (To view the PDF file please use "Acrobat Reader" software which can be downloaded from "Adobe "website.)

RfS bid offer is required to be submitted by ***online mode only in electronic form on website https:// mgvcl.nprocure.com*** (i.e. under preliminary, technical and price offer stage of online). **The copy of necessary documents as specifically mentioned in RfS is/are required to be submitted in physical form also at following address, within 5 days from the date of submission through online mode, to:-**

The Chief Engineer (Project),
MADHYA Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
Sardar Patel Vidyut Bhavan, Race Course,
VADODARA-390007, (Gujarat).

RfS Schedule: -

1	NIT /RfS No.	MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7
2	NIT Issue Date	03-01-24
3	Bidding portal	https://mgvcl.nprocure.com
4	Document description	RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of MGVCL. Which involves Design, Survey, Supply, installation, testing , commissioning ,Operation &maintenance for 25 years from Commercial Operation date (COD) of grid connected substation level Solar power plant , erection and maintenance of its associated 11 KV Line to evacuate power to the substation with Remote Monitoring System (RMS) as per the PM-KUSUM Scheme Component-C-Feeder Level Solarization through RESCO model.
5	Tender/Rfs Document fee	Rs. 10000+ Rs. 1800/- (GST @18%)= Rs. 11800/- (Seventeen Thousand Seven hundred only) Payment of Tender fee shall be accepted by RTGS/ NEFT/ Online only.
6	EMD	For the EMD amount up to Rs.3 Lakh, EMD amount shall be paid by RTGS / NEFT / Online only. For the EMD amount above Rs.3 Lakh, EMD amount shall be paid by RTGS / NEFT/Online / Demand Draft / Banker's cheque / pay order / Bank Guarantee In case of payment through DD/Banker's Cheque/Pay Order /Bank Guarantee, the scanned copy of original documents shall have to be uploaded with the bid on-line **and original copy of the same will have to be submitted, at the office of the Chief Engineer (Project), MGVCL Vadodara, within 5 days from the scheduled date of on-line bid opening. (Tender Fee EMD stage)**. Separate EMD shall require to be paid for each bid, in case the bidder participate in multiple bid. **Bank Guarantee shall be valid for the period of 1 year from the last date of submission of bid of this RFS**
7	Pre-bid meeting	**Date and timing: 10-01-2024 at 11:30 Hrs** Venue: Conference Hall, 3rd floor,

		MGVCL, Corporate Office, Race Course, Vadodara (The Agency who wants to attend the pre-bid meeting is requested to intimate us at least one day in advance prior to pre-offer meeting by e-mail only on following e-mail IDs dedsm3.mgvcl@gebmail.com sedsm.mgvcl@gebmail.com ceproj.mgvcl@gebmail.com
8	Last Date & Time of submission of On- line bid in electronic form (Tender Fee, EMD, Technical & Financial Tariff offer. (This is mandatory)	**Date: 25-01-2024, Time:-16:00 Hrs**
9	Date of opening of Tender Fee, EMD on-line	**Date: 30-01-2024, Time:-11:00 Hrs**
10	Submission of original copy of DD/ Banker's Cheque/Pay Order /Bank Guarantee	Within 5 days from the scheduled date of on-line bid opening of Tender Fee & EMD stage **i.e. Date : 29-01-2024 upto 16:00 Hrs.** (On working days, During office hours)
11	Date of opening of Technical offer on-line (If possible)	**Date: 01-02-2024, Time:-11:00 Hrs**
12	Tentative Date of on – line opening of financial "Tariff bid" (Price bid) (If possible)	**Date: 08-02-2024, Time:-11:00 Hrs**
13	Reverse e-auction	Date of Reverse e-auction will be displayed on e-reverse bidding portal and it will be conveyed through e-mail to the eligible bidders. . The bidders shall require to create e auction user id on https://e-auction.nprocure.com/ The bidder shall require to mention their e-auction user id in the on-line submission of technical bid. **This is mandatory.**
Note: Bidders shall ensure that they have verified the scanned copies of the documents uploaded by them and documents shall open properly without any error. It shall be sole responsibility of the bidder that the uploaded documents (in PDF form) remain legible and should not be password protected.		

MGVCL GSTIN No: 24AADCM7439H1ZE

- Every bidder has to inform their GSTIN No. at the time of payment of applicable fees

Care to be taken for submission of bid:

AS PER THE NOTICE OF THE INVITATION OF RfS DOCUMENT (NEWS PAPER ADVERTISEMENT), THE BID IS INVITED BY ***e-tender (ON – LINE) SYSTEM***, FOR WHICH FOLLOWING CONDITIONS ARE MANDATORY.

[A] ALL REQUIRED DOCUMENTS ARE TO BE SUBMITTED IN ONLINE MODE ONLY EXCEPT DOCUMENTS REQUIRED AGAINST PAYMENT OF TENDER FEE & EARNEST MONEY DEPOSIT (EMD), Bank Guarantee etc. as specifically mentioned in this tender documents.

[B] The documents mentioned in RfS Document are required ***to be uploaded in technical stage of online bid submission.*** In case of not uploading of required document in online offer or uploading of wrong document, the bid may not be considered for technical evaluation. However, the Bidder have to furnish all required documents physically and it will be the responsibility of the bidder to submit the same within specified timeline.

[C] **Bidders are requested to submit price – offer (financial bid) through on-line mode (e-RfS electronic form) only and not to submit the price offer in physical form. This is mandatory. If price offer is submitted in physical form, the bid/RfS offer will be summarily rejected.**

[D] It is mandatory for all the bidders to confirm and agree all the terms and condition of bid including the condition to submit the bid only through on-line mode, the RfS documents, draft Power Purchase Agreement and RMS Communication and Security Architecture- PM KUSUM SEDM Platform attached herewith as a part of the whole tender. By confirming this, bidder will also confirm all the amendments thereafter issued time to time and will be automatically binding to the bidder.

[E] MGVCL at its sole discretion may ask additional clarification or information or documents from the bidder who is found to be eligible in pre-qualification criteria.

Note:- Bidder should be familiar with websites https://mgvcl.nprocure.com & www.mgvcl.com, **https://e-auction.nprocure.com/** for information regarding revision/corrigendum/Amendment in RfS Document till due date of online submission and thereafter. No separate / individual communications shall be sent in this regard and no public notice shall be issued in newspaper.

Any technical query, information and clarifications that may be required pertaining to this RfP should be referred to: **The Chief Engineer(Project), MADHYA Gujarat Vij Company Ltd., Regd. & Corporate Office, Sardar Patel Vidyut Bhavan, Race Course, VADODARA-390007, (Gujarat)**

E-Mail:- ceproj.mgvcl@gebmail.com; with a copy to sedsm.mgvcl@gebmail.com

MGVCL reserves the right to reject any OR all RfS Documents/offers without assigning any reasons thereof.

For and on behalf of MGVCL

Chief Engineer (Project)

LIST OF ABBREVIATIONS

1.	+	Plus (Addition)
2.	AC	Alternating Current
3.	CEA	Central Electricity Authority
4.	CEIG	Chief Electrical Inspector of Gujarat
5.	CERC	Central Electricity Regulatory Commission
6.	COD	Commercial Operation Date
7.	DC	Direct Current
8.	DCR certificate	Domestic Content Requirement certificate
9.	DTR	Distribution Transformer
10.	HP	Horse Power
11.	IEC	International Electro technical Commission
12.	IoT	Internet of Things
13.	IS	Indian Standard
14.	IST	Indian Standard Time
15.	kV	Kilo Volt
16.	kW	Kilo Watts
17.	kWp	Kilo Watt peak
18.	JV	Joint Venture
19.	LoI	Letter of Intent
20.	MDAS	Meter Data Acquisition System
21.	MIS	Management Information System
22.	MNRE	Ministry of New & Renewable Energy, Government of India
23.	MWp	Mega Watt Peak
24.	NIT	Notice Inviting Tender
25.	PBG	Performance Bank Guarantee
26.	PV	Photovoltaic
27.	GERC	Gujarat Electricity Regulatory Commission
28.	GEDA	Gujarat Energy Development Agency
29.	GETCO	Gujarat Energy Transmission Corporation
30.	RESCO	Renewable Energy Service Company
31.	RMS	Remote Monitoring System
32.	RTC	Real Time Clock
33.	SCADA	Supervisory Control And Data Acquisition
34.	SPG	Solar Power Generator
35.	SPV	Solar Photo Voltaic
36.	STC	Standard Testing Condition ("STC" shall mean Standard Testing Condition for solar cells and PV modules with air mass AM1.5, irradiance 1000W/ m2, and cell temperature of25°C)
37.	W	Watt
38.	Wp	Watt peak
39.	MGVCL	Madjua Gujarat Vij Company Limited
40.	GUVNL	Gujarat Urja Vikas Nigam Ltd.
41.	RfS	Request for Selection
42.	CFA	Central Finance Assistance (provided by MNRE)
43.	FLS	Feeder level Solarization under PM-KUSUM Scheme
44.	SLDC	State Load Dispatch Centre of Gujarat

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CONTENTS

Detials of Annexures and Forms

SECTION - A: INTRODUCTION

A.1. Background

1.1.1. Pursuant transfer scheme notified by Government of Gujarat under Gujarat Electricity Industry (Reorganization & Regulation) Act-2003, the erstwhile Gujarat Electricity Board has been restructured into seven companies.

a) Gujarat Urja Vikas Nigam Limited (GUVNL) to do co-ordination activities among all subsidiaries and undertake purchase of power in bulk and supply to four distribution Companies for onward supply to consumers.

b) Gujarat State Electricity Corporation Ltd. (GSECL) manages the electricity generation business of erstwhile GEB.

c) Gujarat Electricity Transmission Corporation Limited (GETCO) to manage the electricity transmission and bulk supply business of erstwhile GEB.

d) Dakshin Gujarat Vij Company Ltd (DGVCL)- distribution and retail supply business of erstwhile GEB in Southern region of Gujarat

e) Madhya Gujarat Vij Company Ltd (MGVCL)- distribution and retail supply business of erstwhile GEB in Central region of Gujarat

f) Uttar Gujarat Vij Company Ltd (UGVCL)- distribution and retail supply business of erstwhile GEB in Northern region of Gujarat

g) PASCHIM Gujarat Vij Company Limited- distribution and retail supply business of erstwhile GEB in Saurashtra and Kutch region of Gujarat.

1.1.2. On 22-07-2019 Ministry of New and Renewable Energy (MNRE), Government of India announced Guidelines for Implementation of Pradhan Mantri Kisan Urja Suraksha evem Utthan Mahabhiyan (PM KUSUM) Scheme for installation of solar pumps and grid connected solar power plants through three components, viz.

- Component A: Decentralized Ground Mounted Grid Connected Renewable Energy (RE) based Power Plants of individual plant size up to 2 MW.
- Component B: Installation of standalone Solar Powered AgriculturePumps
- Component C: Solarization of Grid-connected Agriculture Pumps - individual

1.1.3. Subsequently on 04 December 2020, MNRE introduced and issued guidelines for implementation of **feeder level solarization under Component-C** of PM-KUSUM Scheme. Under the scheme, agriculture feeders already segregated or, feeders having major load for agriculture may be solarized using installation of grid connected solar power plant to cater the annual power requirement of such agricultural feeder(s). The Scheme guideline is available on MNRE's Website www.mnre.gov.in and GUVNL's PM-KUSUM Portal https://pmkusum.guvnl.com.

1.1.4. As per above MNRE guidelines for feeder level Solarization, the annual power requirement of agriculture feeder(s) emanating from the selected sub-station is to be assessed and a solar power plant of capacity that can cater to the annual power requirement of that agriculture feeder(s) can be installed either through CAPEX model or RESCO model, which will supply solar power to that feeder(s). This RfS is for setting up of solar power generating plant (SPG) for sale of solar energy to MGVCL under the RESCO model.

1.1.5. As per MNRE guidelines for feeder level Solarization for installation of feeder level Solar power plants through RESCO model, the SPGs will be selected on the basis of lowest tariff quoted for generation and sale of energy for an agreement period of 25 years from the date of commissioning of power project (unless extended by both the parties on mutual agreement).

A.2. As per MNRE's Scheme guideline, the project entity will get CFA @ 30% of the estimated cost of installation of solar power plant **Rs. 1.05 Cr / MW (30% of estimated capital cost of Rs. 3.5 Cr / MW).** For the purpose of calculating CFA, the cost of installation of solar power plant has been estimated as Rs. 3.5 Cr/MW. It is to clarify that incase the project cost is higher than Rs. 3.5 Crores/ MW, the CFA shall be Rs. 1.05 Crores per MW being 30% of Rs. 3.50 Crores / MW.

Objective

2.1.1. The objective of this RfP is to select the bidders for purchase of power from the Solar Power Projects set up in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). The selected bidder shall be responsible for design, survey, supply, installation, testing, commissioning, operation & maintenance of grid connected solar power plants to be set up and connected with selected 66 / 11 KV Sub-stations for supply of solar power at a fixed quoted tariff for 25 years (unless extended by both the parties on mutual agreement) from the commercial operation date for Solarization of various 11kV feeders associated with selected 66/11kV substation in MGVCL under PM-KUSUM scheme – Component C (feeder level Solarization). This shall also include erection and maintenance of 11 KV evacuation line & bays to connect the plant with concerned substation and Remote Monitoring System (RMS).

The details of Sub-station wise notified solar capacity for which bids are invited as per the terms and conditions of this RfP is as per **Annexure 3.** The separate bid shall be submitted by the participating bidders for each sub-station.

A.3. Model of execution of project

3.1.1. The selected bidder shall install solar power project along with its associated **11kV line** to connect the plant with concerned 66KV/11 KV substation at 11 KV Bus and RMS of solar power plant as per the terms and conditions of this Rfp & PPA. Detailed scope of work mentioned in Clause D.1.

3.1.2. **The basis of evaluation of the bids shall be the fixed tariff for 25 years in Rs. Per kWh quoted in the Price Schedule.** It is further to clarify that all the costs, distribution losses up to the delivery point including applicable taxes (incl. GST and cess as applicable), duties, etc. pertaining to design, survey, supply, installation, testing, commissioning, operation & maintenance of grid connected solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant, shall be borne by the successful bidder. Bidders are required to quote the tariff on firm price End cost and no price variation shall be considered during the tenure of Power Purchase Agreement except Change in Law conditions provided in the Power Purchase Agreement.

SECTION - B: KEY DEFINITIONS

(1) **"Act" or "EA 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

(2) **"Affiliate"** shall mean a Bidder or a Bidding Entity that, directly or indirectly, controls, or is controlled by, or is under the common control with such Company. The expression "control" shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors.

(3) **"Authorized Officer"** shall mean Officer Designated by Discom for specific task

(4) **"Bid"** shall mean the "Proposal" / "Quotation" submitted by eligible bidders for selection under this RfP for installation of solar power project and supply of Power to MGVCL.

(5) **"Bidder" or "Bidding Entity"** shall mean the entity: Company-Ltd /Pvt Ltd / Limited Liability Partnership firm / Partnership firm / Proprietorship firm / an individual / group of farmers/ cooperatives/ Panchayats / Farmer Producer Organizations (FPO)/ Water User Associations (WUA) or Any legal body, who participate and bid under the RfP as mentioned in the Section-E

(6) Any reference to the Bidder includes an entity including its successors, executors and permitted assigns severally, as the context may require.

(7) **"Bidding Portal"** shall mean https:// MGVCL.nprocure.com

(8) **"Capacity Utilization Factor (CUF)":** CUF in a Year shall mean the ratio of the net output energy injected at delivery point of the SPV Power Plant in a Year versus installed Project capacity x 365 x 24 (i.e. CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365))

CUF to be considered on AC capacity (KW).

The annual CUF will be calculated every year from 1st April of the year (COD for first year) to 31st March next year.

(9) **"CEI"/ "CEIG"** shall mean Chief Electrical Inspector to the State Government.

(10) **"Company"** shall mean a body incorporated in India under the Companies Act, 1956 orthe Companies Act, 2013, as applicable;

(11) **"Commissioning"** with respect to the Project as certified by MGVCL shall mean when all equipment as per rated capacity has been installed and energy has flown into the grid.

(12) **"Commercial Operation Date" (COD)** shall mean the date certified by the DISCOM's committee upon successful commissioning (as per provisions of the PPA) of the project when all equipments as per rated capacity have been installed and energy has flown into the grid.

(13) **"Conflict of Interest"** shall mean a Bidder may be considered to be in a conflict of interest with one or more Bidders in the same bidding process if they have a relationship with each other and as defined in the section H-4.

(14) **"Contracted Capacity"** shall mean ___ MWp AC contracted with DISCOM for supply by the SPG to DISCOM at the Delivery Point which shall be the maximum injection limit at

delivery point in any 15 minute time block during the entire term of the PPA.

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

(16) **" DISCOM"** shall mean Subsidiary Distribution Companies of GUVNL namely MGVCL, UGVCL, DGVCL & MGVCL

(17) **"Day"** shall mean calendar day.

(18) **"Delivered Energy"** means the kilowatt hours of energy actually fed and measured by the energy meters at the Delivery Point and as certified by **SLDC.**

(19) **"Delivery Point"** Delivery Point" shall mean the point at the voltage level of 11kV of the 66/11 kV Sub-station i.e. 11kV side of 66/11kV respective substation under the PPA. Metering shall be done at this interconnection point where the power is injected into the 66/11 kV Sub- station. For interconnection with grid and metering, the SPG shall abide by the relevant and applicable regulations, Grid Code notified by the State Commission and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the Appropriate Commission or CEA. All charges and losses related to Transmission of power from project up to Delivery Point shall be borne by the SPG without any reimbursement thereof.

(20) **"Effective Date"** shall have the meaning ascribed thereto in Article 2.1 of attached PPA;

(21) **"Electrical Inspectorate"** shall mean Electrical Inspectorate Department Gujarat

(22) **"Engineer In-charge"** shall mean the authorized Officer of the MGVCL

(23) **"n-procure"** shall mean electronic procurement system of Gujarat.

(24) **"Guidelines"** shall mean the "Guidelines for Implementation of Feeder Level Solarisation under Component-C of PM-KUSUM Scheme" issued by the Ministry of new and Renewable Energy vide OM 32/645/2017 –SPV dated 04/12/2020 as amended from time to time.

(25) **"Interconnection Point/ Delivery point"** shall mean the point(s) of connection(s) at which the project is connected to the grid i.e. **it shall be at 11 kV bus bar level of 66/11kV substations mentioned in the tender against respective feeders.**

(26) **Joint Venture** shall mean participating in the bid jointly by more than one members through Joint Venture Agreement for establishment and Operation & Maintenance of solar power project under the this RfS.

(27) **"Letter of Award"** or **"LOA"** shall mean the work order issued by MGVCL to the Selected Bidder for award of contract.

(28) **"Metering Point"** Metering point shall be at delivery point at 11 kV side of 66/11Kv substation.

(29) **"Month"** shall mean calendar month.

(30) **"Nodal Officer"** shall mean Superintending Engineer (R&C), MGVCL, Vadodara

(31) **"Net-Worth"** means the Net-Worth as defined in Section 2 of the Companies Act 2013.

(32) **"NIT" / "RfS document" / "RfS" / "Notice Inviting Tender"/ 'Tender'** shall refer to this "Request for Selection of Solar Power Generator (SPG) for the work of design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD, of grid connected feeder level solar power plant , its associated 11 kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of different 11kV feeders of 66/11kV substation of in MGVCL under KUSUM scheme – Component C (feeder level solarization)"

(33) **"Performance Bank Guarantee"** shall mean the irrevocable unconditional bank guarantee to be submitted by the successful bidder as per the RfS.

(34) **"PPA"** shall mean the Power Purchase Agreement signed between the SPG and MGVCLaccording to the terms and conditions of the standard PPA enclosed with this RfS, for purchase of Solar Power at tariff discovered in the tender and adopted by the GERC, by procurer.

(35) **"procurer"** shall mean MGVCL

(36) **"DISCOMs"** shall mean all 4 Discoms in Gujarat namely: MGVCL, UGVCL, DGVCL, PGVCL

(37) **"Power Project" or "Solar Project" or "Project"** shall mean the Solar Power generation facility of Contracted Capacity having a separate control system, metering and separate points of injection into the grid at Delivery point. The Project shall include all units and auxiliaries such as water supply, treatment or water storage facilities, bay(s) for transmission system in the switchyard, dedicated electrical 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 as per the PPA.

(38) **"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.

(39) **"Project Capacity"** means the AC capacity of the project at the generating terminal(s) and to be contracted with MGVCL for supply from the Solar PowerProject.

(40) **"Project Commissioning"** shall mean the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/PPA.

(41) **"Project Developer" or "Developer" or "Solar Power Generator (SPG)"** shall mean the successful Bidder whose Bid to perform the Contract as per this RfS has been accepted by MGVCL, Work order is issued by MGVCL and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor

(42) **"RESCO"** shall mean Renewable Energy Service Company i.e. an energy service company that develops, installs, finances, operates and owns the solar power project and supplies power generated from the Project to the MGVCL under this RfS.

(43) **"Selected Bidder" or "Successful Bidder"** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of standard PPA.

(44) **"SLDC"** means the State Load Dispatch Center, Gujarat as notified by the State Government.

(45) **"Solar PV Project"** means the solar Photo Voltaic Power project that uses sunlight for direct conversion into electricity through Photo Voltaic technology.

(46) **"Week"** shall mean calendar week.

(47) **"Voltage of Delivery"** means the voltage at which the Electricity generated by the Project is required to be delivered at 66/11kV substation.

SECTION - C: KEY BID DATA

1	Solar PV Plant technology	All components used for installation of solar power plants shall conform to applicable BIS / MNRE specifications and follow quality control guidelines issued by MNRE. It will be mandatory to use domestically manufactured Solar PV cell, domestically manufactured solar PV modules with solar PV modules from ALMM only. Further, the relaxation given by MNRE will be applicable as under: **Solar PV cell :** Also, as per MNRE OM 32/645/2017-SPV Division dtd.11-09-2023, MNRE has issued extension of waiver of domestic content requirement (DCR) for solar cells under component-C of PM-KUSUM scheme wherein provision of requirement of indigenous solar cells (DCR) under component C(FLS) of the PM KUSUM scheme has been relaxed for projects awarded on or before dated.31.03.2024. **Solar PV Module and ALMM requirement:** The technology adopted by SPG shall be in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules having PV Module from ALMM only. As per amendment by MNRE vide Office Memorandum No: 283/16/2023-GRID SOLAR, Dtd.10.03.2023 (Requirements for Compulsory Registration) Order, 2019, ALMM order is held in abeyance for one financial year, i.e. FY 2023-24. Thus Projects commissioned by 31.03.2024 will be exempted from the requirement of procuring Solar PV modules from ALMM. However, Order/clarifications issued by MNRE in this regard from time to time will be applicable.
2	Project location & land arrangement	Project location: The location of the Solar Power project will be preferably **within Five KM radius** of the selected sub-stations in order to avoid high cost of evacuation line and losses. **Project land: It shall be the responsibility of SPG to identify and arrange for required project land on ownership / lease basis. In case of lease land, the minimum period of lease agreement shall be such that it shall cover the 25 years of PPA and MGVCL and/or Govt. assumes no responsibility in procuring / arranging for project land.**
3	Delivery point	11 KV Bus of associated 66Kv/11kv substation.

4	Notified Solar Capacity	The notified solar capacity against each sub-station (i.e. for each bid) is as per **Annexure 3.**
5	Bid capacity to participating in the bid	There shall be single bid for each selected sub-station. The bidder is allowed to bid for a minimum capacity of 0.5 MWp and maximum upto notified capacity for the respective Sub-station in multiple of 0.5 MWp.
6	Location wise project capacity	Irrespective of capacity bided for a given sub-station Sub-station, the solar project capacity at single location shall be minimum 0.5 MWp & maximum upto 4 MWp. The bidder shall have discretion to install solar power project at multiple location for bided capacity under the given bid considering the availability of land. It is to clarify that in case of bided capacity is more than 4 MW, the bidder is allowed to set up solar project for more than 4 MWp at single location subject to establishment of multiple 11 KV evacuation line & separate metering arrangement for each line considering limit of 4 MWp for 11 KV line.
7	Evacuation of Power & metering arrangement	The bidder shall be responsible to deliver the power upto 11 KV bus of selected 66/11 KV sub-station. The 11 KV evacuation line shall be constructed and maintained by the bidder during the tenure of PPA. The use of common 11 KV evacuation line for multiple projects and amongst multiple bidders shall be encouraged to optimize the resources. The summation of power from all line (upto 4 MW) will be feed to a single 11 KV Panel and the cost of the panel and related infrastructure at receiving sub-station end shall be borne by and among the generators through proportionate sharing basis. For metering purpose, the individual receiving end ABT Meters should be put up by the generator by erecting the CTPT Unit at SS Wall. In no case, evacuation at 66 KV voltage level shall be permitted.
8	Guaranteed CUF / min CUF	19% CUF (fixed i.e. no deration permitted) CUF in a Year shall mean the ratio of the net output energy injected at delivery point of the SPV Power Plant in a Financial Year versus installed Project capacity x 365 x 24 (i.e. CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365)) The annual CUF will be calculated every year from 1st April of the year (COD for first year) to 31st March next year. **However, SPG can add additional DC capacity to maintain**

		19% CUF in a year, for the entire period of PPA subject to CEA approval, if required.
9	Eligible CFA by MNRE	**Successful bidder shall be eligible to get CFA @ Rs. 1.05 Cr per MW considering capital cost of solar project at Rs. 3.50 Crores per MW (subject to installation & commissioning of project in line with MNRE requirement).** **CFA up to 100% of the total eligible CFA will be released to the project entity through MGVCL on successful operation and performance of solar plant for two months after the commissioning subject to achieving guaranteed CUF agreed in PPA at least for one month CUF as per minimum CUF agreed in PPA, subject to further sanction and release of CFA by MNRE-GoI.** SPG shall give an undertaking that he shall not sell power to any other party / buyer except the MGVCL during the tenure of PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold power produced from the solar plant to other party / buyer, strict legal action will be initiated against such SPG, including stop deal or black list from Participation in future tender of MNRE in Gujarat and the SPG shall require to refund the proportionate CFA granted for the project by MNRE to MGVCL. For the recovery of Proportionate CFA in case of default, the disbursed CFA will be divided by 25 years to arrive at CFA per year and the CFA shall be recovered for the balance period of PPA upon noticing the default. The recovery of the proportionate CFA will be made through the payments of invoices or through remedies taken in accordance with applicable laws. In case of any liquidation of assets of the solar power plants prior to completion of PPA period the first charge shall be towards recovery of the proportionate CFA granted to the project.
10	Mode of bid submission	All required documents are to be submitted in online mode only except documents required against payment of tender fee & earnest money deposit (EMD) etc. as specified in tender shall be required to submit in physical mode also.
11	Selection criteria	The bidder(s) shall be selected in ascending order of quoted tariff upto notified project capacity of the sub-station under bucket filling mode through reverse auction e-bidding. Say, a bidder who has quoted lowest tariff shall be awarded solar capacity for which bid is submitted and thereafter subsequent lowest bidder, and so on, till the notified capacity of given 66 KV Sub-station is exhausted.

12	Bid Validity	120 days from the date of opening of online Technical bid.
13	Performance Bank Guarantee (PBG) against commissioning	Performance Bank Guarantee **(PBG) of Rs. 5 Lakh / MW** basis is required to be submitted to MGVCL by the successful bidder upon issuance of Letter of Award by MGVCL towards payment security mechanism for recovery of liquidated damages for delay in commissioning of solar power project beyond scheduled commercial operation date. The PBG will be returned to the SPG after successful commissioning of solar power plant within scheduled commercial operation date. The PBG shall be valid from the date of issue until 2 months (i.e. sixty (60) days) beyond scheduled commercial operation date. It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 2 months after date of commissioning of project.
14	Power Purchase Agreement (PPA)	PPA for a period of 25 years (unless extended by both the parties on mutual agreement) from the date of commercial operation of the project at a fixed quoted tariff shall be executed with successful bidder within 15 days from adoption of tariff by Hon'ble GERC.
15	Scheduled Commercial Operation Date	**Within 9 months from date of signing of PPA**
16	Terms of PPA	25 years (unless extended by both the parties on mutual agreement) of O&M from the date of commercial operation date of the project

1.1.1. Instructions for e- bid (Online bidding for RfS) to Bidders:

i	**Downloading of RfS Documents**
A	Offer document will be available on web site up to date shown in the RfS
	The Bidder willing to participate in RfS offer will have to get themselves registered on website www.nprocure.com
ii	**Digital Signature**
A	The Bidder should have valid digital certificate as per Information Technology Act 2000 using which they can sign their electronic offers. Agency can also procure the same from (n) code solutions, a division of GNFC Ltd., who are licensed certifying authority by Govt. of India.
B	In case RfS Bidder needs any clarification for e-bidding, details regarding digital certificate or if training required for participating in online RfS Document, they can contact the following office:- (n) Procure Cell M/s (n) Code Solution, A division of GNFC 403, GNFC Info Tower, Bodakdev, S.G. Road, Ahmedabad 380054.(Gujarat) E-mail:nprocure@gnfc.netMob.: 9327084190; 9898589652 Toll Free: 1-800-233-1010 (Ext. 501, 512,516 , 517 , 525) Phone No. 079-26857315 / 316 / 317

	Fax: 079-26857321 / 40007533 Other Terms & Conditions as per detailed EOI Document
C	Agency who already possess valid Digital certificate need not to procure a new digital certificate.
iii	On line Submission of Technical and Price Offer
A	Bidder can prepare and edit their offers number of times before RfS submission date and time. After RfS Document submission date and time, in any case, the applicant cannot edit their offer after bid deadline is over. No written or online request in this regard shall be entertained.
B	The applicant shall submit their offer, i.e. Technical Offer as well as price offer in Electronic format on above mentioned website and date shown in RfS Document before digitally signing the same.
C	Offers submitted without on-line confirmation and digitally signed will not be accepted.

1.1.2. The bidders are requested to submit their bids prior to scheduled date & time to avoid event of non-submission of their bids due to non-availability / connectivity or any other issue of Bidding portal, at last moment or any reason whatsoever. The last date of submission of bids will not be extended in such circumstances.

1.1.3. It is mandatory for all the participating bidders to submit the tender fee and EMD as under, following in original at the mentioned address prior to schedule of Physical submission (upload the scanned copy on the n-procure bidding portal)

a. **Bid security –EMD / EMD**

The Bidder has to pay the Earnest Money Deposit (EMD) at Rs. 1 lakh per MW basis for each bid of respective sub-station separately.

For the EMD amount up to Rs.3 Lakh, EMD amount shall be paid by RTGS / NEFT / Online only.

For the EMD amount above Rs.3 Lakh, EMD amount shall be paid by RTGS / NEFT/Online / Demand Draft / Banker's cheque / pay order / Bank Guarantee.

Bank Guarantee shall be valid for the period of 1 year from the last date of submission of bid of this RFS

In case of the payment of bid security-EMD in form of BG shall be in the prescribed format attached herewith as **Form-9** on Non-Judicial Stamp Paper of Rs. 300/- for each bid for which the bidder wanted to participate.

In case of payment of amount through DD, it shall be in favor of MGVCL, payable at Vadodara.

b. **Tender Fee**: - The Bidder shall require to pay the tender fee as mentioned in the RFP Schedule. The tender fee shall be paid either through RTGS/NEFT /Online only of prescribed value towards the **cost of tender fee.** For timely tracing of online transactions made by bidders toward the payment of tender fee and EMD from the bank reconciliation statement of MGVCL's account among huge no's of transactions reflected every day, it is requested to all bidders to ensure and convey accurate UTR and transaction numbers along with screenshot/ scan copy as a proof for timely payment made against the bid participated in this tender.

c. In case of payment of amount through DD, it shall be in favor of MGVCL, payable at Vadodara.

1.1.4. **The BG shall be from any Scheduled / Nationalized Banks (in a standard format prescribed by MGVCL in Form-10) as notified vide finance department of Govt. of Gujarat GR no.: EMD/4/2022/002/DMO dated 20/05/2022, FD/MSM/e-file/4/2023/00S7/D.M.O. dated 24/04/2023 and further amendments, if any. (which is also available on MGVCL website under downloads). CORPORATE GUARANTEES ARE NOT ALLOWED.**

1.1.5. Cutting / overwriting if any in the figures of the tendered documents is required to be clarified / indicated in words, duly signed, failing which the tender may be rejected.

1.1.6. Bidders shall not quote any deviation of any kind in the bid. Such deviations shall not prevail.

1.1.7. The bidders shall provide complete information at the time of submission of bid. If the bidders are asked to furnish some more clarification/confirmation/document, they shall be required to furnish the same within specified time, failing which the case shall be finalized /decided on the basis of available information/documents. However, if there are any shortcomings in the submission of the information which may not materially affects the qualification criterion, then MGVCL shall have the right to consider the facts on the merit of the case and decide the bid evaluation accordingly.

1.1.8. All the required information shall be furnished strictly in the prescribed Formats only. Any information indicated other than the prescribed Formats shall not beentertained. The bid shall be evaluated on the basis of information furnished in the prescribed Formats only.

1.1.9. Clarifications regarding this RfS document for any type of typographical Errors ormisunderstanding of document, the version/decision of MGVCL shall be final.

1.1.10. MGVCL reserves the right to cancel / withdraw or alter the RfS without assigning anyreason and shall bear no liability whatsoever consequent upon such a decision.

1.1.11. **Correspondence for enquiries and clarifications:** All correspondence in respect ofthis RfS and submission of the bid shall be addressed to:

1.1.12. **Bidders have to enable e-auction id and mentioned detail at the time of filing of data on e -tender for e- auction facility.**

The Chief Engineer (Project) Madhya Gujarat Vij Company Ltd., CIN: U40102GJ2003SGC042907, Regd. & Corporate Office, Sardar Patel Vidyut Bhavan, Race Course, VADODARA-390007, GUJARAT-INDIA Email: ceproj.mgvcl@gebmail.com

SECTION - D: Computation of notified Solar capacity and criteria of bid capacity for each selected 66 KV Sub-station:

(1) Computation of notified Solar capacity for selected sub-station:

a) As per the MNRE guideline for feeder level solarization, the Agricultural connection upto 7.5 HP is to be considered for computation of solar project capacity for availing CFA. In compliance to the same, the solar capacity mentioned against each selected Sub-station in the Annexure-3 covers all the AG feeders emanating from the substation covering AG consumers' load upto 7.5 HP. Thus, the notified solar capacity for the Sub-station is decided as aggregate of AG load upto 7.5 HP and AG consumer's load in excess of 7.5 HP is not considered while computing solar capacity against each Sub-station.

b) Further, the aggregate capacity so arrived as per (a) above, is round off at lower side in multiple of 0.5 MW (say if the total capacity is worked out to 3.8 MW, the notified plant capacity is considered at 3.5 MW) so as to avoid extra cost of redundant capacity of transformer and inverter for the bidders.

(2) The bidding criteria for each sub-station

a. There shall be single bid for selected sub-station by a bidder. Accordingly, bidder has to quote single fixed tariff for a given sub-station with minimum bid capacity of 0.5 MWp and maximum upto notified solar capacity for respective for the sub-station. The bidder can quote for a project capacity in multiple of 0.5 MW.

b. For the solar capacity allocated to the bidder for respective sub-station, the bidder is allowed to set up the project at multiple location with minimum project size of 0.5 MWp and maximum project size upto 4 MWp, preferably within 5 KM periphery of respective sub-station. It is to clarify that in case of allocated solar capacity under given bid is more than 4 MW, the bidder is allowed to set up solar project at single location subject to creation of multiple 11 KV evacuation line & separate metering arrangement for each line considering limit of 4 MWp for 11 KV line.

SECTION - E: Power Evacuation and metering:

(1)The bidder shall be responsible to deliver the power upto 11 KV bus of selected 66/11 KV sub-station. The 11 KV evacuation line shall be constructed and maintained by the bidder during the tenure of PPA. If multiple bidders are selected for the sub-station, the use of common 11 KV evacuation line amongst multiple bidders for evacuation of power at respective sub-station shall be encouraged to optimize the resources. In case of common evacuation line, the energy injection at receiving end sub-station shall be work out on the basis of meter of common meter installed at receiving end sub-station appropriately apportioned as per respective meter reading of individual meter at project end

(2)The summation of power from all 11 KV evacuation line (upto 4 MW) will be feed to a single 11 KV Panel at respective 66 /11 KV Sub-station and the cost of the panel and related infrastructure shall be borne by and among the generators through proportionate sharing basis. For metering purpose, the individual receiving end ABT Meters should be put up by the generator by erecting the CTPT Unit at Sub-station Station Wall. In no case, evacuation at 66 KV voltage level shall be permitted.

(3)Metering requirement: There shall be three ABT Meters to be installed by Generators: Main and check Meters at SS end with common CTPT unit and standby meter at Generating end.

(4)For the billing purpose, the energy injection at receiving end sub-station shall be considered.

(5)MGVCL will not be a party in the dispute resolution as the evacuation of the power will be the responsibility of the generator.

Section-F: SCOPE OF WORK

F.1. Role, Responsibility and Scope of Work of the successful bidder,

1.1.1. Overall scope of work for installation solar project with RMS and supply of power under the PPA by Solar Power Generator (SPG) covers following:

a. Detailed site survey,

b. Procurement / arranging of required project land for 25 years for installation of the solar power plant for feeder level Solarization,

The SPG shall identify the project land preferably within the distance of Five KM radius of the respective 66/11 KV sub-station, get ownership of land or its lease rights and make necessary arrangement including ROW, clearances etc for the 11 KV electrical line between sub-station and the solar power plant. The SPG shall require to submit the final land documents before commissioning of project for the entire required land.

c. The Solar Power plant will be preferably installed within Five KM radius of the concerned sub-stations in order to avoid high cost of sub-transmission lines and to reduce transmission losses,

d. Design, supply and installation of solar power plant in line with requirements under MNRE guidelines.

e. Supply and erection of associated 11kV line connecting the solar power plant with associated 66/11kV substation (including bay, breakers and metering system at substation) as per design and specifications of MGVCL / GETCO / MNRE / CEA.

Further, if any 11 KV line is exist for evacuating Solar power from the Generator end to substation end, having private ownership of the SPG, the sharing of such line amongst different bidders shall be encouraged on mutual agreement / consent basis even with required extension/augmentation, subject to the aggregate capacity for evacuation from such line does not increase beyond 4 MW. It is clarified that such common use of evacuation line shall be without any financial implication for MGVCL. In such case necessary metering arrangement shall require to be implemented.

f. Testing and commissioning of plant & associated 11kV line in presence of designated official(s) of DISCOM Committee.

g. Operation & maintenance of the solar power plant as well as 11kV line for 25 years (unless extended by both the parties on mutual agreement) from COD.

h. The work of installation and commissioning of solar plant, including Operation & maintenance of solar power project shall to be carried out by SPG by availing services of registered licensed electrical contractor of Gujarat.

i. Supply of power at delivery point for 25 years at the quoted fixed tariff (Rs. per kWh) *(inclusive of applicable taxes incl. GST, duties, etc.)*, at the guaranteed CUF.

j. Installation, operation and maintenance of Remote Monitoring system for the Solar Power Project set up under this RfP for 25 years.

All components used for installation of solar power plants shall conform to applicable BIS / MNRE specifications and follow quality control guidelines issued by MNRE.

It will be mandatory to use domestically manufactured Solar PV cell, domestically manufactured solar PV modules with solar PV modules from ALMM only.

Further, the relaxation given by MNRE will be applicable as under:

Solar PV cell :
Also, as per MNRE OM 32/645/2017-SPV Division dtd.11-09-2023, MNRE has issued extension of waiver of domestic content requirement (DCR) for solar cells under component-C of PM-KUSUM scheme wherein provision of requirement of indigenous solar cells (DCR) under component C(FLS) of the PM KUSUM scheme has been relaxed for projects awarded on or before dated.31.03.2024.

Solar PV Module and ALMM requirement:
The technology adopted by SPG shall be in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules having PV Module from ALMM only.

As per amendment by MNRE vide Office Memorandum No: 283/16/2023-GRID SOLAR, Dtd.10.03.2023 (Requirements for Compulsory Registration) Order, 2019, ALMM order is held in abeyance for one financial year, i.e. FY 2023-24. Thus Projects commissioned by 31.03.2024 will be exempted from the requirement of procuring Solar PV modules from ALMM.

However, Order/clarifications issued by MNRE in this regard from time to time will be applicable.

An undertaking in this regard is required to be submitted by the SPG complying that only domestically manufactured Solar modules are used in the project.

1.1.2. All approvals, permits and clearances required for setting up of the Project and associated 11 KV evacuation line including those required from State Government and local bodies along with any associated cost for getting the clearances shall be in the scope of the SPG.

1.1.3. It shall be the responsibility of the SPG, entirely at its cost and expense, to install such number of solar panels and associated equipment as may be necessary to achieve the required **minimum CUF of 19% throughout the PPA tenure of 25 years,** and for this purpose selected bidder shall make its own study and investigation of the Global Horizontal Irradiation (GHI) and other factors prevalent in the area which have implication on the quantum of generation.

1.1.4. **All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE and ALMM order with its amendments issued by MNRE time to time.**

1.1.5. It is clarified that the project awarded under this RfS would not include energy storage with solar power plant.

F.2. Metering, grid connectivity and Remote Monitoring System

2.1.1. Metering and grid connectivity of the projects would be the responsibility of the SPG in accordance with the prevailing guidelines / practices of MGVCL and / or CEA. MGVCL may facilitate in the process; however, the entire responsibility & cost lies only with the SPG.

2.1.2. Meters and metering equipment (CT-PT sets) specifications shall be complied with CEA metering regulations and shall be tested as per provision of GERC order / directives and as per IS 14697 at CPRI or at any NABL accredited / distribution licensee lab before installation at site at the cost of SPG and should be properly sealed in the presence of designated authority from MGVCL at the time of installation.

2.1.3. The solar power generator shall install Metering infrastructure and Remote Monitoring System (RMS) as per the philosophy explained in the **Annexure-1**

F.3. Insurance

3.1.1. The SPG shall also take insurance for third party liability covering loss of human life, engineers and workmen and also covering the risks of damage, theft of material/ equipment/ properties after completion of the work(s). Before commencement of the work, the SPG shall ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work. Implication on account of Liquidation, Death, Bankruptcy etc., shall be the responsibility of SPG only.

F.4. Type and quality of materials and workmanship

4.1.1. The design, supply, installation, testing, commissioning, operation and maintenance of the solar power plant and the associated 11kV line shall be in accordance with latest/ appropriate IEC/Indian Standards. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE/ CEA/ GERC/ MGVCL shall be used. All the relevant test certifications must be kept valid up to one (1) Year from the COD of the Project.

4.1.2. The SPG shall ensure that the specifications of the components / equipments like 11kV circuit breaker, 11kV CT-PT metering unit, etc should meet the technical specifications of MGVCL.

4.1.3. Any material / equipment which have not been specifically mentioned in this RfS but which are necessary during construction or O&M period of the plant & associated 11kV line shall be provided by the SPG without any extra cost and within the time schedule for efficient and smooth construction and O&M activities.

F.5. Completion and commissioning

5.1.1. Part Commissioning is NOT allowed for the Project. SPG, in coordination with MGVCL, shall submit commissioning certificate, issued by the committee constituted by MGVCL, in accordance with all applicable regulations/policies. For the purpose of obtaining commissioning certificate following documents shall be required:

a) Inspection Report of the Work(s) for all equipments / material

b) CEIG approval for the PPA Capacity.

F.6. Commissioning Period

6.1.1. The design, survey, supply, installation, testing and commissioning of solar power plant with associated 11 kV line connecting the solar power plant with concerned substation and RMS of solar power plant as per terms & conditions of this RfS **is to be completed within 9(nine) months from date of execution of Power Purchase Agreement (PPA).**

F.7. Delay in commissioning

7.1.1. The Committee constituted by MGVCL will physically inspect the Solar Power Plant in not later than 03 days from the date of receiving a call from the SPG and witness and certify successful commissioning of the solar power plant.

7.1.2. In case any SPG fails to achieve the commercial operation of the project by Schedule Commercial Operation Date which shall not be later than 9 months from the date of signing of PPA, MGVCL shall encash the Performance Bank Guarantee (PBG) as liquidated damages (LD) in the following manner:

Delay up to two months: LD equal to the PBG on per day basis. The no. of days in "month" for the LD calculation shall be considered as 30.

In case the commissioning of the solar power plant is delayed beyond two months: The complete PBG amount shall be encashed.

In case of delays of plant commissioning due to force majeure events as specified in the PPA, Procurer / MGVCL after having been satisfied with documentary evidences produced by the SPG for the purpose in regard to force majeure events, can extend the time in writing for commissioning date without any financial implications to the SPG.

F.8. Project milestones and timeline

S. No.	Milestone	Timeline
1	Issuance of Letter of Intent (LoI) to the successful bidders -SPG	T1
2	Unconditional acceptance of LoI by successful Bidder	T1 + 7 days
Petition will be filed by MGVCL before GERC for adoption of tariff discovered under e-reverse bidding process		
3	Issuance of Letter of Award (LOA)to the successful bidder after adoption of tariff by GERC	T2
4	Unconditional acceptance of Letter of Award (LOA) by successful Bidder and submission of Performance Bank Guarantee	T2 + 7 days
5	Signing of PPA between selected bidder (SPG) and MGVCL	T3 = T2 + 15 Days
6	Completion of design, supply, installation, testing and commissioning of the SPV power plant and associated 11V line for connecting solar power plant with concerned substation along with Submission of the final land documents for the entire required land duly registered by appropriate revenue authority	T3 + 9 months

7	Operation and maintenance of power plant and associated 11kV line	25 years from COD(unless extended by both the parties on mutual agreement)

F.9. Clearances required from the state government and other local bodies.

a) The SPG is required to obtain and maintain necessary clearances and permits as required for setting up the Solar Power Project, including but not limited to the following:
   i. Approval for water from the concerned authority (if applicable) required for the solar power plant and/or, associated 11kV line.
   ii. Any other clearances (forest dept., etc) as may be legally required, in order to establish and operate the solar power plant and/or, associated 11kV line.
   iii. Registration of land/land lease document as the case may be and permission for Non-Agricultural Use of land

b) The above clearances, as applicable for the solar power plant and/or, associated 11 kV line, shall be required to be submitted to MGVCL prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the SPG shall submit an undertaking in this regard, and it shall be deemed that the SPG has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the SPG. The SPG shall coordinate with MGVCL in case of any clarifications.

c) Any cost associated with getting and maintaining the above required clearances for the project shall be borne by the SPG only.

d) The SPG shall not be entitled to claim deemed generation in case of any delay in grant of connectivity.

e) The Successful Bidder shall comply with the GERC / CERC regulations on Forecasting, Scheduling and Deviation Settlement mechanism, as applicable and shall be responsible for the same.

F.10. Notice Board for display at site

The selected bidder will have to put a notice board (atleast size of 180cmx120cm) at main entrance of project site prominently displaying the following message before declaration of COD:

PM-KUSUM

Scheme Feeder Level Solarization under Component-C

___ MWp Grid Connected Solar PV Project

Owned and operated by ...<insert name of the selected bidder>...

Implemented by MGVCL

...<Name of location,

Taluka>.....,

District>..., Gujarat

SECTION - G: ELIGIBILITY & QUALIFICATION of BIDDERS

G.1. Eligible Entities:

Any individual or Company or Limited Liability Partnership (LLP) firm or partnership firm or proprietorship firm or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person, group of farmers or cooperatives or panchayats or Farmer Producer Organizations (FPO) or Water User associations (WUA) or any legal body shall be eligible to participate in the bid for establishment of Solar Power Project for feeder level solarization under this RfP.

G.2. Qualification criteria:

(a) **Net worth:** The entity shall have positive net worth of the last year as on 31-03-2023

(b) **Additional requirement for participating in bid through JV Agreement:** The participation in the bid through Joint Venture (JV) is allowed with one of the members as a Lead Member. In case of JV, the positive net worth criteria shall be fulfilled by all the members of JV. Further, following requirements shall be ensured by JV:

i. The lead member shall be authorized to incur liabilities and receive instructions forand on behalf of any all members of the joint venture, and the execution of the contract, including making / receiving payment, shall be done exclusively with the lead member so authorized by JV entity.

ii. All members of the joint venture shall be liable and responsible jointly and severally for the execution of the contract in accordance with the contract terms.

iii. A copy of the agreement entered into by the joint venture members shall be submitted with the bid along with Undertaking as per Form-8, including interalia delineation of role, responsibilities and obligations of each partners appended thereto, notwithstanding the joint and several liability of each members.

iv. The joint venture agreement should indicate precisely the responsibility of all members of JV in respect of planning, design, survey, supply, installation and commissioning of solar project and operation & maintenance of solar project along with evacuation line for PPA tenure of 25 years from commercial operation date of the project.

v. All members of JV should have active participation in execution of the contract. This should not be varied/modified subsequently without prior approval of MGVCL.

vi. In case of JV, an entity can submit bid through single JV only for the bid of respective sub-station. In case the entity is participating in more than one JV in the bid of respective sub-station, such bids will be rejected.

G.3. Document requirement:

(a) Following documents shall be submitted in support of eligibility and qualification criteria at the time of bid submission: Bidders shall upload the scanned copy of the applicable document/s duly signed by the authorized person on bidding portal n-procure.

S. No.	Type of Entity	Documents Required
1.1.	Individual / Proprietorship firm	(a) PAN card (b) Income Tax Return (ITR) of FY 2022-23 or Charted Accountant Certificate in support of positive Net worth (duly mentioning UDIN). (c) In case of Sole Proprietor– Duly notarized Undertaking from Sole proprietor to submit GST registration at the time of signing of PPA, if not processing .
1.2.	Limited Liability Partnership (LLP) firm / partnership firm	(b) PAN card (c) In case of LLP – Copy of Registration Certificate and LLP Agreement (a) In case of Partnership – Copy of Deed of Partnership (b) Income Tax Return (ITR) of FY 2022-23 or Charted Accountant Certificate in support of positive Net worth (duly mentioning UDIN).
1.3.	Company (Public / Private Limited)	(a) Copy of Registration / Incorporation Certificate (b) PAN card (c) Details of Directors of Company as on date of submission of bid duly certified by practicing Company Secretary (d) Chartered Accountant Certificate in support of positive Net worth (duly mentioning UDIN) along with by Annual Accounts of FY 2022-23 (as per Form-5)
1.4	Association / cooperatives / Farmer Producer Organizations (FPO) / Water User associations (WUA) etc	(a) Valid documents in support formation of Association / FPO /WUA / Cooperatives etc (b) PAN card (PAN card of lead member, if Pan card is not available in name of Association / FPO /WUA / Cooperatives etc) (c) Details of name of members of Association / FPO /WUA / Cooperatives etc (d) Chartered Accountant Certificate in support of positive Net worth (duly mentioning UDIN) (as per Form-5)
1.5	Joint Venture	(a) Copy of incorporation / registration in case of Special Purpose Vehicle or Copy of Deed of JV (b) Undertaking as per the format in Form-8 to be signed by all members (c) PAN Card of all JV members (d) Chartered Accountant Certificate in support of positive Net worth of all members of JV (duly mentioning UDIN) (as per Form-5)

G.4. Other Document / information to be submitted in the prescribed format:

The bidders are required to submit the following information in the form through online mode and required to upload the scanned copy of documents duly signed as mentioned against the form: -

Form-1	Bid Submission Letter with undertaking of RFP conditions by Bidder	Fill in the form detials through on-line mode and also upload the scanned copy of requisite documents duly signed by the bidder on the n-procure portal
Form-2	Summary of Informations of the Bidding entity	
Form-3	Summary of Substation wise offered Plant capcity and EMD details	
Form-4	Undertaking for producing GSTIN	
Form-5	Positive Networth Certificate by CA	Upload the scanned copy of the applicable document/s duly signed by authorized person
Form-6	Power of Attorney in favour of Authorized Signatory (In Case of Bidder is Single Entity)	
Form-7	Power of Attorney in favour of Authorized Signatory (In Case Bidder is Joint Venture)	
Form-8	Undertaking by the Joint Venture Partners (In Case Bidder is Joint Venture)	

SECTION - H: SUBMISSION OF BIDS

ALL REQUIRED DOCUMENTES ARE TO BE SUBMITTED IN ONLINE MODE ONLY EXCEPT DOCUMENTS REQUIRED AGAINST PAYMENT OF TENDER FEE & EARNEST MONEY DEPOSIT (EMD)

H.1. Sale of RfS Document

1.1.1. RfS documents may be down loaded from web site **https://mgvcl.nprocure.com** (For view, down load and on line submission) **and** MGVCL's web sites **www.mgvcl.com** for view & down load only). (To view the PDF file please use "Acrobat Reader" software which can be downloaded from "Adobe "website.)

H.2. Local Conditions

2.1.1. It will be imperative on each Bidder to fully acquaint himself of all local conditions and factors which may have any effect / bearing on the execution of the works covered under this RfS Document. MGVCL, shall not entertain any request for clarifications from the Bidder, regarding such local conditions, post award of contract. It must be understood and agreed that such factors have properly been investigated and considered while submitting the Bid. No claim for financial adjustment to the contract awarded under this RfS Document will be entertained by the MGVCL as applicable. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the MGVCL. The bidder may take visit the proposed location of plant to get acquainted with local conditions, if required.

H.3. Amendment of Bidding Document

3.1.1. At any time prior to the deadline for submission of the Bids, MGVCL may amend theRfS document by issuing Corrigendum/ Addenda.

3.1.2. Any Corrigendum/ Addendum issued shall be a part of the RfS document and shall be communicated on the Bidding Portal.

3.1.3. To give prospective Bidders reasonable time in which to take a Corrigendum /Addendum into account in preparing their Bids, MGVCL may, at its discretion, extend the deadline for the submission of the Bids.

3.1.4. Any change in date of submission and opening of bids would be published on Bidding portal.

At any time prior to the deadline for submission of offers, MGVCL may, at its own discretion modify /add/delete/change the provision of this RfS document by amendments.

The amendment will be notified on Website. MGVCL will bear no responsibility or liability arising out of noncompliance of the same in time or otherwise.

In order to afford the bidder, the reasonable time to take the amendment into account in preparing their offers, MGVCL may at its discretion, extend the deadline for the submission of offers.

Such amendments, clarification etc. shall be binding on the bidder and will be given due consideration by the bidder before they submit their offers and invariably enclose such documents as a part of the offer. All such amendments will be considered as part of RfS Document.

H.4. Submission of Tender Fee and EMD

4.1.1. The Bidder shall require to pay the tender fee as mentioned in the RFP Schedule. The tender fee shall be paid either through RTGS/NEFT /Online only of prescribed value towards the cost of tender fee as mentioned in the RFP Schedule.

4.1.2. The Bidder has to pay the Earnest Money Deposit (EMD) at Rs. 1 lakh per MW basis for each bid of respective sub-station separately.

For the EMD amount up to Rs.3 Lakh, EMD amount shall be paid by RTGS / NEFT / Online only.

For the EMD amount above Rs.3 Lakh, EMD amount shall be paid by RTGS / NEFT/Online / Demand Draft / Banker's cheque / pay order / Bank Guarantee.

Bank Guarantee shall be valid for the period of 1 year from the last date of submission of bid of this RFS separately for each bid for respective sub-station.

4.1.3. The bids without Payment of the Tender Fee or EMD shall be treated as non-responsive and shall be out rightly rejected.

4.1.4. The EMD shall be encashed by MGVCL 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) The bidder fails to submit Performance Bank Guarantee after issuance of Letter of Award

(iii) The bidder fails to execute the PPA within the stipulated time period.

(iv) If after date of issue of LoI, 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;

(v) If the bidder fails to submit letter of acceptance within 15 days from the date of issue of Letter of Intent, EMD shall be encashed by MGVCL as penalty.

(vi) If the bidder fails to accept and submit acceptance of Letter of Intent (LoI) issued by MGVCL at the last quoted rate / last accepted rate / rate after reverse auction, EMD shall be encashed by MGVCL as penalty

(Vii) If the bidder fails to accept and submit acceptance of Letter of Award (LoA) within 15 days from the date of issue of LoA, EMD shall be encashed by MGVCL as penalty.

(viii) In case acceptance of offered rate / LoI / LoA is unclear, conditional or submitted with any additional clarification and acceptance is not submitted in the prescribed format.

In case the bidder is not selected for capacity allocation, MGVCL shall release the EMD on closure of e-reverse auction/ procedure.

H.5. Submission of Bids

5.1.1. E-procurement system as mentioned in this RfS shall be followed for the bidding.

5.1.2. The Bidder would ensure that all the required documents, as mentioned in this RfS Document, are submitted on-line along with the Bid and in the prescribed format and manner only. Non-submission of the required documents or submission of the documents in different format/contents & different manner may lead to the rejections of the Bid submitted by the Bidder, without further correspondence.

H.6. Language of Bids

6.1.1. Bidders are required to furnish all information and documents as called for in this RfS document in **English Language.**

H.7. Submission of Technical Bid (Part 1)

7.1.1. The technical bid comprises of:

All required documents are to be submitted through online mode only.

'TECHNICAL BID' SHALL CONTAINS THE FOLLOWING ON-LINE DOCUMENTS with SELF CERTIFICATION:

The documents Supporting/ establishing the Techno-commercial eligibility criteria as mentioned in the SECTION-E (E3&E4) **are required to be submitted in online mode only.**

Scanned copies of all Forms duly signed and supporting documents for establishing eligibility of the bidder as mentioned in section: E : ELIGIBILITY And QUALIFICATION criteria required to be submitted in online mode only.

H.8. Submission of Price Bid:

8.1.1. **Bidders shall quote fixed tariff in Rs. per kWh in the on-line price bid on n-procure for supply of contracted power generated from the proposed solar power plant under this feeder level Solarization scheme to MGVCL for 25 years** (unless extended by both the parties on mutual agreement) from date of CoD (commercial operations date) at minimum 19% CUF.

Individual evaluation of price bid (tariff quoted) shall be carried out for the notified capacity of Solar plant mentioned against respective substation(s).

8.1.2. The tariff has to 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 INR 1.786 / kWh, then it shall be consideredas INR 1.78 / kWh).

8.1.3. SPG to get CFA @ Rs. 1.05 Cr per MW subject to installation & commissioning of project in line with MNRE stipulated timeline and requirement. The release of CFA to the selected bidder shall be subjected to release of CFA from MNRE to MGVCL.

Further, the SPG shall give undertaking that he shall not sell power to any other buyer except the MGVCL under the agreement of this tender during the tenure of this PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold the solar power produce from the contracted solar plant strict legal action will be taken against the SPG, including stopped/black list, from Participation in future tender of MNRE in Gujarat & the SPG shall require to refund the proportionate CFA granted for the project by MNRE.

For the recovery of the Proportionate CFA, the CFA granted by MNRE for the project will be divided by 25 years to arrive at per year CFA. If any event of sell of power is found at a particular time, the amount to be recover from the SPG shall be the remaining of PPA after the event multiply by per year CFA.

The recovery of the proportionate CFA in case of default, will be made through the payments of invoices or through remedies taken in accordance with applicable laws. In case of any liquidation of assets of the solar power plants prior to completion of PPA period the first charge shall be towards recovery of the proportionate CFA granted to the project by MNRE.

8.1.4. The tariff for the Solar Project Capacity for which the bidder wants to participate (subject to minimum capacity of 0.5 MW & maximum upto notified capacity) of respective substation shall be quoted in the on-line price bid schedule by the bidder on n-procure before scheduled due date and time for submission of financial bids.

8.1.5. Due intimation shall be given to technically and commercially cleared bidders about date and time of opening of prices bids on bidding portal.

8.1.6. If price offer is submitted in technical bid, such bids will be rejected in technical bid evaluation stage and will not be considered for further process to conclude the bid.

H.9. Cost of Bidding:

9.1.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and MGVCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

H.10. Alternative Bids:

10.1.1. Alternative bids shall NOT be considered at all and all such alternative bids shall be liable to be rejected.

H.11. Period of Validity of Bids:

11.1.1. Bids shall remain valid for 120 days from the date of opening of Technical Bid as prescribed by MGVCL. A Bid valid for a shorter period shall be rejected and treated as non-responsive.

11.1.2. In exceptional circumstances, MGVCL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

H.12. Format and Signing of Bid

12.1.1. The bid forms/templates/annexure etc., wherever applicable, shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized by Bidder to sign, in token of acceptance of all the terms and conditions of the RfS Document. This authorization shall consist of a written confirmation in the form of Power of Attorney as specified in the RfS document and shall be attached to the bid.

12.1.2. Any amendments such as interlineations, erasures, or overwriting shall be valid, only if it is signed or initialled by the authorized person signing the bid.

12.1.3. The bid documents shall be properly checked before uploading for submission of Bids.

12.1.4. The bid, duly signed (digitally) by Auth. Signatory, shall be uploaded on the Bidding portal in respective file/ format.

12.1.5. Bidders must submit their bids through Bidding Portal. Bids received by another means except as desired in this RfS Document shall not be accepted.

12.1.6. If bids are not submitted as per the details mentioned in this RfS document and not submitted through Bidding Portal, shall be rejected.

12.1.7. Bidders are required to carefully go through the instructions included in the RfS Document and furnish complete information, necessary documents and schedules.

12.1.8. The Bidder shall sign the bid on each page and also at the specified location. Each and every paper enclosed must be given a page no. like 1,2,3,.....etc. & a bid summary must be enclosed along with covering letter on the Letter Head of the firm in the following format:

Sr. No.	Particulars/brief of information/ schedule/ Annexure	Page No.
1.		
2.		
3.		
......		
	Total Page	

Signature of Authorized Signatory, Seal of Entity, Date and Place

H.13. Withdrawal, Substitution, and Modification of Bids

13.1.1. A Bidder may withdraw its bid or re-submit its bid (technical and/ or financial cover) as per the instructions/ procedure mentioned in Bidding Portal, but not after bid submission end date and time.

13.1.2. Bids withdrawn in terms of 13.1.1 above shall not be opened and processed further by MGVCL.

SECTION - I: BID OPENING & EVALUATION

I.1. Bid Opening

1.1.1. MGVCL will first perform the preliminary bid opening for tender fee and Bid security. Technical bids of those bidders will be opened who are qualified in the preliminary bid. Preliminary & Technical bid opening, which is a critical event in the bidding process, shall be done online and physical mode on the stipulated date & time.

1.1.2. After opening of Bids and till final selection of successful Bidder, no correspondence of any type will be entertained, unless called for by MGVCL. Any type of uncalled for clarifications on prices and or rebates shall not be accepted.

I.2. Confidentiality

2.1.1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the contract award.

2.1.2. Any attempt by a bidder to influence MGVCL or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.

I.3. Clarification of Bids

3.1.1. To assist in the examination, evaluation, comparison and qualification of the bids, the MGVCL may, at its discretion, ask any bidder for a clarification regarding its bid. The MGVCL's request for clarification and the response of the bidder shall be in writing.

3.1.2. Any clarification submitted by a bidder with regard to its bid that is not in response to a request by MGVCL shall not be considered.

3.1.3. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial bids.

3.1.4. No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

3.1.5. All communications generated under this rule shall be included in the record of the procurement proceedings.

I.4. Conflict of Interest

4.1.1. MGVCL considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of MGVCL's procurement ethics, the bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, MGVCL will take appropriate actions against the Bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified.

4.1.2. Conflict of interest will be determined in accordance with provisions of GUVNL's Purchase Policy, which read as under:

Conflict of Interest among Bidders/ Agents:-

A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:

a) they have proprietor/ partner(s)/ Director(s) in common; or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

c) they have the same legal representative/ agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and

2. Indian/ foreign agent on behalf of only one principal.

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.

Every bidder should, at the time of submission of bid, give a declaration, that bidder shall not have conflict of interest with other bidders in the bidding of respective substation.

4.1.3. Further, it may be considered to be in a conflict of interest with one or more parties in the bidding process for given substation if:

a) they have controlling shareholders in common for bid submitted for given substation; or

b) it receives or have received any direct or indirect subsidy from any of them; or

c) they have the same legal representative for purposes of the Bid; or

d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of MGVCL regarding this bidding process.

1.5. Technical Bid opening and evaluation (Step-1):

5.1.1. Technical Bid submitted online mode of only those bidders will be opened by MGVCL who are qualified in the preliminary bid. Documents received after the bid submission deadline, shall be rejected and returned unopened when called for, if super-scribed properly with address, to the bidder. Onlinesubmitted technical bid of such bidders shall not be opened.

5.1.2. If the above highlighted documents are received in order and as per the schedule, MGVCL 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, MGVCL 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 MGVCL within thc stipulated timeline. All correspondence in this regard shall be made through email / bidding portal. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. MGVCL shall not be responsible for rejection of any bid on account of the above.

5.1.3. The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-commercial eligibility as per RfS.

5.1.4. However, it may be noted that if only one or two Bidder(s) is /are eligible for the next stage and/or aggregate quoted capacity is lower than notified capacity for respective substation , opening of the financial bid of the Bidder(s) will be at the discretion of MGVCL. Thereafter, MGVCL will take appropriate action as deemed fit.

5.1.5. Bids having following characteristics shall be considered non-responsive and shall be liable for disqualification/rejection:-

a) Bid is not received by the due date & time and Bids is not accompanied with the required documents & schedules.

b) Bid not submitted in accordance with RfS document.

c) Bid do not meet the minimum eligibility criteria as mentioned in the bidding document.

d) Bids is not accompanied by Bid Security Declaration /Cost of Tender Document /

e) Conditional Bid is submitted.

f) Proposal for bid validity is less than 120 days from the date of opening of online Technical Bid.

g) During validity of the Bid or its extended period, if any, Bidder increases his quoted prices.

h) Desired certificates in the required formats in the RfS not attached by the bidder.

i) Prices not quoted in prescribed Performa /schedule.

j) Bidder has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

k) Bidder failed to provide clarifications related thereto, when sought.

l) Bidder has submitted more than one bid for given substation. This will cause disqualification of all Bids submitted by such Bidders for respective substation including forfeiture of the Bid Security.

m) Bidder who is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.

n) Bid is not meeting any other pre-requisite as spelt out elsewhere in this document.

I.6. Financial Bid Opening:

6.1.1. Evaluation committee of MGVCL shall refer the evaluation report to the Competent Authority of MGVCL, which reserves the right to reject any Bid which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by MGVCL in respect of such Bids.

6.1.2. The Price Bid shall be kept unopened and shall be opened later individually for each plant/Location on the date and time intimated to the bidders who qualify in the evaluation of technical bids.

6.1.3. The Bidders which could not qualify in technical evaluation will be informed about this fact. Their financial bid will be remain unopened for such Bidders.

I.7. Financial Evaluation:

7.1 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 (On-line Price –bid). After this step, the shortlisted bidders shall be invited for the Reverse Auction.

i) For evaluation in Step-2, the Price-bid (containing Tariff) of only those bidders shall be opened whose techno-commercial bids are found to be qualified.

ii) The bidders will have to submit bid single bid for respective sub-station quoting tariff per kWh for the project. Tariff can be quoted up to two places of decimal only.

iii) In this step, evaluation will be carried out based on tariff quoted by the Bidders.

iv) On completion of Techno-commercial bid evaluation, if it is found that the total aggregate capacity of the Solar Power Projects short-listed is lower than or equal to notified solar project capacity OR there is only single / two shortlisted bidder(s) for respective sub-station, the MGVCL reserve its right to take appropriate actions.

Note: On completion of Techno-commercial bid evaluation, if it is found that only one / two bidder (s) is eligible OR aggregate capacity of the Solar Power Projects short-listed is lower than or equal to notified solar project capacity for respective sub-station, the opening of the financial bid of the bidder (s) will be at the discretion of MGVCL.

v) If the first-round tariff quoted is same for two or more bidders for respective sub-station, then all the bidders with same tariff shall be considered of equal rank / standing in the order.

vi) Ranking of bidders after Financial Bid Evaluation (but before e-reverse auction): The ranking of bidders shall be done in the ascending order of tariff quoted in Rs per kWh.

vii) The bidder (s) who have quoted highest tariff for respective sub-station shall be considered as H1 Bidder.

viii) The H1 bidder (s) shall be disqualified for participating in e-reverse bidding for respective sub-station subject to condition that after excluding H1 bidder (s), the remaining bidders are 5 nos or more and the aggregate project capacity of remaining bidders shall be more than or equal to twice the notified capacity of solar project.

ix) For example: based on the price bid submitted by bidders, their ranking shall be as under:

Bidder	Submitted Financial bid	Ranking
B8	Rs. 1.00 (Tariff in Rs./ kWh)	*L1*
B5	Rs. 1.70 (Tariff in Rs./ kWh)	*L2*
B1	Rs. 1.80 (Tariff in Rs./ kWh)	*L3*
B4	Rs. 1.80 (Tariff in Rs./ kWh)	*L3*
B2	Rs. 2.00 (Tariff in Rs./ kWh)	*L4*
B3	Rs 2.30 (Tariff in Rs./ kWh)	*L5*
B7	Rs. 2.40 (Tariff in Rs./ kWh)	*L6*
B6	Rs. 2.45 (Tariff in Rs./ kWh)	*L7*
B10	Rs. 2.50 (Tariff in Rs./ kWh)	*L8*
B9	Rs. 2.55 (Tariff in Rs./ kWh)	*H1*
B11	Rs. 2.55 (Tariff in Rs./ kWh)	*H1*

7.2 Reverse Auction (Step-3)

Shortlisted bidders for Reverse Auction will be able to login into https://e-acution.nprocure.com/ for reverse auction 15 minutes before the start time of reverse auction.

i) During 15 minutes prior to start of reverse auction process, the respective tariff along with the total project capacity of the bidder for respective sub-station shall be displayed on its window.

ii) The minimum decrement value for tariff shall be ₹ 0.01 per kWh. The bidder can mention its revised tariff which has to be at least 01 (one) paisa less than its current tariff.

iii) Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value mentioned in 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.

iv) During Reverse Auction, the bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.

v) In the bidder's bidding window, the following information can be viewed by the bidder:

1. Its tariff as their initial start price and there after last quoted tariff along with project capacity bided by the bidder;
2. The list of all the bidders with their following details:
   Pseudo Identity, last quoted tariff and bided capacity

vi) The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 5 (five) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:

(a) Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instant.

(b) Yellow Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant.

(c) Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instant.

If no such change as described above is effected during the last 5 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed

7.3 Selection of Successful Bidders and capacity allocation

7.3.1 The lowest quoting bidder in e-reverse auction will be allotted full bided capacity and then, next higher bidder will be allotted it's bided capacity and so on, till the total capacity i.e. notified capacity for respective sub-station is exhausted.

7.3.2 In case of the last selected bidder, if the balance project capacity is less than the notified project capacity mentioned by such bidder, then the balance capacity shall be awarded to the bidder till the total notified capacity is exhausted subject to a minimum allocation of 0.5 MW. Provided that, in case of allocation partial capacity (i.e. balance capacity till the total notified capacity is exhausted) offered to the last Bidder after completion of the e-reverse auction is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity within 7 days of issuance of Letter of Intent and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders

Further, in case the partial capacity offered is greater than or equal to 50% of the total quoted capacity by such Bidder, then it shall be mandatory for the last Bidder to accept such partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded after e-RA to the successful Bidders not exceeding notified capacity for respective sub-station. In case the last Bidder refuses to accept such partial capacity offered by MGVCL, the Bank Guarantee against EMD submitted by such Bidder shall be encashed by MGVCL.

7.3.3 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.

7.3.4 In the above case (as mentioned in previous Section), if the time of quote also becomes exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow:

Step – 1: Lowest rank will be given to the bidder who has quoted the lowest in Financial Bid (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.

7.3.5 At the end of selection process, MGVCL will have right to decide on the issuance of LoI to the Successful Bidders or any of them based on consideration of price discovered. In case of JV as Successful Bidder, the issuance of LoI shall be to the Lead Member of the JV.

In all cases, MGVCL'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, MGVCL reserves the right to short close the capacity lower than notified capacity at its discretion, if the discovered price is abruptly high.

I.8. Negotiations

8.1.1. Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.

8.1.2. The Competent Committee appointed by MGVCL shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

8.1.3. Negotiations shall not make the original offer made by the bidder inoperative. The Competent Committee shall have option to consider the original offer in case the bidder decides to increase tariff originally quoted or imposes any new terms or conditions.

8.1.4. **In case of non-satisfactory achievement of tariff from single bidder, the Competent Committee may choose to make a written counter offer to the single bidder and LOA be awarded to the bidder if he accepts the counter-offer.**

8.1.5. In case the tariff even after the negotiation is considered very high, fresh bids shall be invited.

1.9. Right to Reject by MGVCL

9.1.1. MGVCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affectedBidder or bidders of the grounds for MGVCL's action.

SECTION - J: AWARD OF CONTRACT

J.1. Letter of Intent (LOI)

1.1.1. A Letter of Intent (LOI) will be issued to the Successful bidders after completion of the selection process under financial bid evaluation as per clause G7 of this Rfp.

1.1.2. The successful bidders shall be asked to submit the Letter of acceptance from 7 days from date of issue of Letter of Intent by MGVCL

J.2. GERC approval

2.1.1. MGVCL will file the tariff petition before the Hon'ble GERC for adoption of the discovered tariff after completion of the competitive bidding process followed by e-reverse auction and negotiation, if any.

2.1.2. The bidders should note that further processing i.e. signing of PPA will be done with the successful bidder only after adoption of tariff by GERC.

J.3. Performance Bank Guarantee

3.1.1. The successful bidder shall be required to furnish Performance Bank Guarantee of 5 lakhs per MW basis within **7 days** from the date of issue of Letter of Award. The Performance bank guarantee shall be returned after 2 months of commissioning of the project. The PBG shall be initially valid from the date of issue until 2 months (i.e. sixty (60) days) beyond scheduled commercial operation date. It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 2 months after date of commissioning of project

3.1.2. The Performance Bank Guarantee shall be in the Form of unconditional Bank Guarantee as per the Form 10 in favour of "The Chief Engineer (Project), MGVCL, Vadodara" and to be submitted at the office of The Chief Engineer (Project), MGVCL, Vadodara. The PBG shall be issued by Scheduled / Nationalized Banks (in a standard format prescribed by MGVCL) as notified vide finance department of Govt. of Gujarat GR no.: EMD/4/2022/0002/DMO dated 20/05/22, FD/MSM/e-file/4/2023/00S7/D.M.O. dated 24/04/2023 and further amendments, if any. (which is also available on MGVCL website under <u>downloads</u>). CORPORATE GUARANTEES NOT ALLOWED.

3.1.3. In case the selected bidder is a Joint Venture, the Bank Guarantees for performance bank guarantee shall be submitted in the name of all the partner(s) of the Joint Venture "OR" in the name of Lead/other Partner in the Joint Venture submitting the bid.

J.4. Forfeiture of Performance bank guarantee:

4.1.1. The Performance Bank Guarantee shall be encased by MGVCL in case delay/default in commissioning of Solar Power Projected beyond Scheduled Commercial operation Date SCOD subject to Terms and Conditions of the PPA.

4.1.2. No interest will be paid by MGVCL on the amount of Performance bank guarantee.

J.5. Signing of PPA:

5.1.1. After approval of the GERC for the adoption of the tariff the Letter of Award (LOA) will be placed to the successful bidder for the allocation of solar capacity for respective

66kV substation.

5.1.2. Power Purchase Agreement (PPA) as per the enclosed format of PPA in **Annexure-2** on a non-judicial stamp of Gujarat State of value worth Rs. 300/- shall be signed within 15 days from the date of issuance of LOA by MGVCL with the SPG subject to submission of PBG. The PPA shall be valid for a period of 25 years from COD as per provisions of PPA. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPG and MGVCL.

5.1.3. Further, the SPG shall submit the final land documents at the time of commissioning of the project for the entire required land.

5.1.4. If the bidder, whose bid has been accepted, fails to furnish the required PBG or fails to sign a PPA within specified period, MGVCL shall take action against such bidder. MGVCL will forfeit the EMD submitted by bidder and may allocate capacity to next bidder or may cancel the tender process if deemed fit.

J.6. Reservation of Rights

6.1.1. To take care of unexpected circumstances, MGVCL shall reserve the rights for the following:

a) Extend the closing date for submission of the bids.
b) Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders.
c) Seek information from or negotiate with single bidder
d) Discontinue negotiations at any time with any bidder.
e) Allow a bidder to change its Technical proposal if the same opportunity is given to all bidders.
f) Terminate or abandon the Tender procedure or the entire Project whether before or after the receipt of Bids.
g) Make enquiries of any person, company or organization to ascertain information regarding the bidder and its Bid.
h) Reproduce for the purposes of the procedure the whole or any portion of the Bid despite any copyright or other intellectual property right that may subsist in the Bid.

SECTION - K: BILLING AND PAYMENT CONDITIONS

The conditions related to billing and payments shall be governed as per the Article 10 of PPA

SECTION - L: OTHER TERMS AND CONDITIONS

L.1. Jurisdiction of Contract

1.1.1. The laws applicable to the Contract shall be the Laws in force in India. The court at Vadodara District i.e. city where the Corporate Office of MGVCL is situated shall have exclusive jurisdiction in all matters arising under this contract.

L.2. Change in Laws & Regulations

2.1.1. Change in Law conditions shall be applicable as mentioned in the Power Purchase Agreement

2.1.2. In addition to the receipt of applicable CFA from MNRE for the SPV plant, the Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional custom and Excise Duties, Tax Holidays etc. if 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 MGVCL for any liability if bidders are not able to avail any available fiscal incentives and this will not have any bearing on the applicable tariff.

2.1.3. If the Project is transferred or sold to a third party during its tenure (after initial lock in period of 1 year after COD), MGVCL will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honor all the obligations and terms & conditions of the PPA.

L.3. Min. Generation Guarantee

3.1.1. The Selected bidder shall provide a minimum generation guarantee corresponding to a capacity utilization factor (CUF) of 19% (the "Guaranteed CUF") with respect to the AC capacity of the PV system.

3.1.2. This Guaranteed CUF shall be calculated on an annual-basis and shall be verified by MGVCL at the end of each year during the 25 (twenty-five) years operation period or any extension thereof on mutual agreement.

3.1.3. **There shall be no year-on-year reduction on the Guaranteed CUF during the 25 (twenty-five) year's period.**

L.4. Other Key Responsibilities

4.1.1. MNRE/ MGVCL Inspection & Reporting

a) The Ministry officials or designated agency may inspect the ongoing installation or installed plants. In case the installed systems are not as per standards, non-functional on account of poor quality of installation, or non-compliance of AMC, the Ministry reserves the right to blacklist the selected bidder. Blacklisting may inter-alia include the following:

i) The SPG will not be eligible to participate in tenders for Government supported projects.

ii) In case, the concerned Director(s) of the SPG joins another existing or starts/ joins a new firm/company, the company will automatically be blacklisted.

b) The SPG shall be responsible for providing daily / weekly / monthly or customized information regarding progress of projects required by MGVCL / MNRE, online or in hard copy. For which the SPG is also responsible for maintaining online & off-line records.

c) Assist MGVCL with a real-time monitoring dedicated web-portal (SEDM).

L.5. Code of Integrity

5.1.1. All the officers or employees of MGVCL shall:

a) maintain an unimpeachable standard of integrity both inside and outside their office

b) act in accordance with the provisions of the Act, these rules, guidelines issued under the Act and instructions

c) not allow any bidders to have access to information on a particular procurement, before such information is available to the public at large

d) not intentionally use unnecessarily restrictive or "tailored" specifications, terms of reference or statements of work that can discourage competition

e) not solicit or accept any bribe, reward or gift or any material benefit of any directly or indirectly promise of future employment from anyone, who has sought or is seeking procurement from MGVCL.

f) not have a financial interest in any bidder(s) responding to MGVCL's bidding process and any person having financial interest in any bidder shall not participate in this tender process

g) not disclose proprietary and source selection information, directly or indirectly, to any person other than a person authorised to receive such information

h) treat all bidders in a fair and equitable manner in line with the principle of fairness, integrity and transparency in the procurement process

i). provide all bidders identical information at the same time, during the bidding process;

j) apply the same criteria of evaluation as specified in the bidding documents, bidder registration documents or pre-qualification documents and under no circumstances new evaluation criteria shall be introduced during the evaluation process

k) not entertain any favour, recreation, presents, services, etc. from the bidders or prospective bidders

l) protect the interests of the MGVCL under all circumstances while dealing withinformation and information sources

m) maintain confidentially of all bids

n) ensure that the selection of bidder is as per the RfS document and is not influenced by personal reasons attributable to concerned officials in any manner

o) Disclose conflict of interest, if any.

5.1.2. Any Bidder participating in Tender process shall:

a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process

b) not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation

c) not indulge in any collusion, bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the Tender process

d) not misuse any information shared between MGVCL and the bidders with an intent to gain unfair advantage in the Tender process

e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the Tender process;

f) not obstruct any investigation or audit of a Tender process

g) disclose conflict of interest, if any; and

h) disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

L.6. Breach of code of integrity by the bidder

6.1.1. In case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, MGVCL may take appropriate action in accordance with the provisions.

L.7. Vexatious Appeals & Complaints

7.1.1. Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint with the intention of delaying or defeating any procurement or causing Loss to MGVCL or any other bidder, shall be punished with fine as per the laws of land.

SECTION - M:

MGVCL Bank Details:
1. Name of Bank : State Bank of India
2. Name of Branch : Industrial Finance Branch, Mid Town Tower, Jetalpur road, Vadoara-390007
3. Branch Code : 01946
4. MICR Code : 390002030
5. IFSC Code : SBIN0001946
6. Name of Account : MADHYA GUJARAT VIJ COMPANY LIMITED
7. Account No. : 30047792420

Price Bid Format

The bidder shall require to quote their tariff in the on-line price bid on n-procure.

ANNEXURE- 1

Communication Architecture between RMS and State Level Server

--------------Separately attached--------------

ANNEXURE- 2

Draft Power Purchase Agreement (PPA)

--------------Separately attached--------------

ANNEXURE- 3

List of substation wise notified Solar Power Plants capacity with detils viz:, Name of

--------------Separately attached--------------

Form-1: Bid Submission Letter with Undertaking of RFP Conditions
(The Bidder is required to submit this document On-line ONLY)

From

(Full name of Bidder / Lead Member of JV) ....
Address of the Organization...
Name of Authorized Signatory: ....
Designation: ....
Email ID: ....
Phone / Mobile No.: ....

To:
The Chief Engineer (Project),
MADHYA Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
Sardar Patel Vidyut Bhavan,
Race Course
VADODARA-390007, (Gujarat)

Sub: Bid towards **Request for Selection of SPG through 'On-line' mode for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of MGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode**

Ref: NIT No: MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7

Dear Sir,

In connection with the above subject, I / We confirm the following:

1. I/We, the undersigned...[insert name of the 'Bidder'] having read, examined and understood in detail the RfS document issued vide above referenced NIT, hereby submit our "Bid" in full compliance with terms & conditionsof RfS document. A copy of the RfS document, duly signed on each page is also submitted as a proof of our acceptance of all specifications as well as terms/ Conditions. I/ We have submitted the Bid in electronic form on ON-LINE mode at the Bidding Portal mentioned in the RfS document.

2. *[Insert this clause in case JV]* I/We are submitted our Bid in form of Joint Venture, whereby M/s................................ is the Lead Member and Partner, M/s......................... is the other JV Partner. We have enclosed the Joint Deed of Undertaking executed byus in our Bid as per the requirement mentioned in the RfS document.

3. I/We have selected Mr................................, as our Authorized Signatory in our Bid. We have enclosed the Power of Attorney (POA) executed in favour of Authorized Signatory in our Bid as per the requirement mentioned in the RfS document.

4. I/We have paid the requisite amount of EMD. I/we understand that without payment of the EMD by us, our offer shall out rightly be rejected. If, I/we are selected and shortlisted for as successful Bidder, we agree pay the required Performance bank

guarantee as per the terms & conditions mentioned in the RfS document. I/We understand that I/we shall not be awarded the Contract if we fail to pay the Performance bank guarantee in stipulated time.

5. I/We agree to treat the RfS document and other records connected with the Scope of Work as secret and confidential documents and shall not communicate information described therein to any person other than the person authorized byyou or use the information in any manner prejudicial to the safety requirement.
6. I/We understand that you are not bound to accept the lowest or any bid you may receive.
7. I/ We are participating, as Bidders, in not more than one Bid in this Bidding process.
8. I / We declare that our Bid is strictly in line with RfS document Specification and there is no deviation. Further, I/We also agree that additional conditions / deviations, if any, found in our Bid, the Bid shall be out rightly rejected without assigning any reason thereof. We shall ensure that we execute such Bid documents as per the provisions of the NIT and provisions of such RfS document shall be binding on us. I/We confirm that we have not taken any deviation so as to be deemed non- responsive.
9. I/We hereby unconditionally and irrevocably agree and accept that the decision made by MGVCL in respect of any matter regarding or arising out of the Bid submitted by us/ RfS document issued by MGVCL shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.
10. I/ We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of Project mentioned in the RfS document.
11. I / We hereby submit our Bid and undertake to keep our Bid valid for a period of 120 days from the date of opening of Technical Bid. I / We hereby further undertake that during the said period, I / We shall not vary/alter or revoke my/ our Bid.
12. I/We also agree to abide by and fulfil all the terms, conditions and provisions of the above mentioned RfS document, including.
13. I/We also agree to abide and hereby confirm and agree all the terms and condition by on-line mode only, the RfS documents along with all **Annexures 1 to 3 and form 1 to 10 as applicable**, including draft Power Purchase Agreement, RMS Communication and Security Architecture-PM KUSUM SEDM Platform, etc. documents attached herewith as a part of the whole on line tender. By confirming this, I/We also confirm all the amendments thereafter issued time to time and will be automatically binding to us.
14. I/We also agree to abide and hereby confirm and agree that all uploaded documents are copy of original documents. By submission of these documents on-line, I/We hereby agree that all such uploaded soft copy documents on the bidding platform as authentic, legal and will be binding to us.
15. We hereby declare that, we are in complete compliance of clause of Conflict of interest as per RfS Document.
16. we hereby confirm that except as mentioned in the Declaration Regarding Alternative, Deviations and Exceptions to the Provisions hereof and/or the Covering Letter, forming part of our Bid:

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(i) There are no discrepancies/inconsistencies and deviations/omissions/ reservations to the RfS document, in the price bid;

(ii) The description of items and the unit thereof in the price schedules are in conformity with those indicated in the price schedule of the RfS document without any deviation to the specified scope of work.

We also confirm that in case any discrepancies/ inconsistencies and deviations/ omissions/ reservations, as referred to in para (i) and (ii) above, is observed in the online price bid, the same shall be deemed as withdrawn/rectified without any financial implication, whatsoever to MGVCL

I / We hereby declare that presently our Company/Limited Liability Partnership/ Partnership Firm/ Sole Proprietorship is not insolvent, not in receivership, not bankrupt or wound up, not have affairs administered by a court or a judicial officer, not have business activities suspended.

I / We further declare that presently our Company/Limited Liability Partnership/ Partnership Firm/ Sole Proprietorship is not blacklisted or debarred by any utility / government agency, and not have a conflict of interest.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Form-2 Summary Details of Bidder

(The Bidder is required to submit this document On-line ONLY)

In Response to NIT No:	MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7

S. No.	Information:	Details:
1.	Name of Bidder:	
2.	Bidding entity:	(JV / Sole Bidder)
3.	JV partners: *(Not applicable for Sole Bidder)*	1. Lead Member: 2. Other Partner:
4.	Registration status:	(Company/ LLP/ Partnership/ Sole Proprietor)
5.	Registration Number:	
6.	GST Registration Number:	
7.	PAN No:	
8.	Bidder details: (Director / Proprietor/ Partner)	Name: Email id: Mobile no.: Whatsapp number:
9.	Registered office details:	Address: Phone no.: Email ids:
10.	Reverse auction ID :	
11.	Other Branch offices in India:	
	(i)	Address: Phone no.: Email ids:
	(ii)	Address: Phone no.: Email ids:
12.	Details of firm's Directors:	
	(i) *<Name of director>*	Designation: Address: Mobile Number: Email ID:
	(ii) *<Name of director>*	Designation: Address: Mobile Number: Email ID:
	(iii) *<Name of director>*	Designation: Address: Mobile Number: Email ID:

	(iv) *<Name of director>*	Designation: Address: Mobile Number: Email ID:

Form-3 Summary of Sub-Station wise capacity bidded and EMD Detail.

(The Bidder is required to submit this document On-line ONLY)

In Response to NIT No:	MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7

Name of Bidder:-
Name of JV Partners, if bid is submitted through JV:-
Name of Bidder's contact Person:-
Bidder's contact Person mobile No:
Email ID of Bidder:
GST No of Bidder:

Please mention details as under in respect of all plants for which, bidder have submitted his bids.

Remark: For the EMD amount up to Rs.3 Lakh, EMD amount shall be paid by RTGS / NEFT / Online only.
For the EMD amount above Rs.3 Lakh, EMD amount shall be paid by RTGS / NEFT/Online / Demand Draft / Banker's cheque / pay order / Bank Guarantee

Sr. No.	Bid No. (Plant Number) PG-FLS-TN09-	Name of Sub station	Notified Plant Capacity as per Annexure-3	Offered plant Capacity by the bidder (MW)	Mode of Payment (RTGS / NEFT/ Online / Demand Draft / Banker's cheque / pay order / Bank Guarantee	EMD Amount in Rs. (Rs 1Lakhs /MW basis)	UTR number / Document number (i.e.DD/BG /Pay order / Banker's Cheque)	Date	Date up to which, BG is valid. (Min.period of 1 year from the last date of submission of bid of this RFS)
1									
2									
3									

FORM-4 Undertaking for producing GSTIN

(The Bidder is required to submit this document On-line ONLY)

To
The Chief Engineer (Project),
MADHYA Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
Sardar Patel Vidyut Bhavan,
Race Course
VADODARA-390007, (Gujarat)

Sub: Undertaking for GST towards **Request for Selection of SPG through 'On-line' mode for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11KV Agricultural feeders emanating from selected 66/11KV Sub-stations in the supply area of MGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode**

Ref: NIT No: MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7

Dear Sir,

In connection with the above subject, I / We confirm the following:

(Please select (Tick mark) out of the following)

☐ (1) I/We have the GSTIN Number which is as under:-

GSTIN Number of the Bidder is ______________________

☐ (2) I/We do not possess the GSTIN number at present, Therefore, by this undertaking that I/We assure you that I/We shall produce the GSTIN Number at the time of signing of PPA. I/We understood that if I/we failed to produce the GSTIN number at the time of Signing of PPA, our Order is shall be cancelled, PPA can not be executed and PBG will be forfeited.

Remark: At the time of submission of LoI acceptance, undertaking on non-judicial Stamp Paper of Rs. 300/- attested by Notary Public/ First Class Magistrate) (In case of JV the undertaking is to be provided by the Authorized Signature Member of the Joint Venture) shall be submitted by bidder.

FORM- 5- Positive Net-worth Certificate of Bidder

*(**On Letterhead of CA for** the bidder (Bidder/ Lead Member/ Other Member) for which thebelow details are provided. In Case of JV the following format is to be provided by Each Member of the Joint Venture separately)*

The Bidder is required to upload **scanned copy in on-line Mode.**

Financial Qualification Certificate for Positive Net worth

In Response to NIT No:	MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7

TO WHOMSOEVER IT MAY CONCERN

We have verified the books of accounts and related record of M/s.________________________________ situated at Address of the factory/firm> ____

and on verification of the records, we hereby certify that **Net-worth** of this mentioned entity/firm **as on 31-03-2023 is POSITIVE.**

(Signature & Seal of Authorized Signatory for which POA attached)
Name of Authorized Signatory:
Designation:
Date:
Place:

(Signature & Seal of Practicing Chartered Account)
Certifying Chartered Accountant:
Name of Firm:
UDIN No:
Date:
Place:

Note:

1. In addition to above certificate from Chartered Accountant, Bidder is required to submitfirm's annual audited Balance sheet and Profit & Loss statement for last years.
2. **In case of JV, the form shall also be signed by respective entity's authorized signatoryalong with Authorized Signatory for which POA is attached.**

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Form-6 Power of Attorney in favour of Authorized Signatory

(In Case of Bidder is Single Entity)

{On Non-Judicial Stamp Paper of Rs. 300/- attested by Notary Public/ First Class Magistrate}

The Bidder is required to upload **scanned copy** ***of the Power of Attorney in the Format as per the applicable Law.***

Form-7 : Power of Attorney in favour of Authorized Signatory (In Case Bidder is Joint Venture)

{On Non-Judicial Stamp Paper of Rs. 300/- attested by Notary Public/ First Class Magistrate}

The Bidder is required to upload* scanned copy *of this document duly filled and signed with company Seal

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder .... have formed a Joint Venture under the laws of .... and having our Registered Office(s) / Head Office(s) at .... (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s .... being the Partner in-charge 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 "Attorney" or "Authorized Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to "Bid Specification". **Request for Selection of SPG through 'On-line' mode for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66/11 KV Sub-stations in the supply area of MGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode,** under NIT No: MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7, for which bids have been invited by MADHYA Gujarat Vij Company Limited("MGVCL") undertake the following acts:

i. To submit proposal and participate in the aforesaid Bid Specification of MGVCL on behalf of the "Joint Venture".

ii. To negotiate with MGVCL the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the MGVCL for and on behalf of the "Joint Venture".

iii. To do any other act or submit any document related to the above.

iv. To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default byall the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the period to complete all the Scope of Work awarded under the terms of Bid Specification/ Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorized Representatives/Partner in-charge quotes in the bid and negotiates with MGVCL and signs the Contract with MGVCL and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorneyand the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this .... day of......................... under the Common Seal(s) of their Companies.

For and on behalf of the

Partners of Joint Venture

....

....

....

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature...

    Name ....

    Designation ....

    Occupation ....

2. Signature...

    Name ....

    Designation ....

    Occupation ....

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and shall invariably be witnessed.

Form-8 Undertaking by the Joint Venture Partners (In Case Bidder is Joint Venture)

{On Non-Judicial Stamp Paper of Rs. 300/- attested by Notary Public/ First Class Magistrate}

The Bidder is required to upload **scanned copy** ***of this document duly filled and signed with company Seal***

THIS JOINT DEED OF UNDERTAKING executed on this .... day of.... Two Thousand and .... by M/s.. ....a company incorporated under the laws of.. ....and having its Registered Office at (hereinafter called the "Party No.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.................................. (herein after called the "Party No.2" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the "Bid Specification". **Request for Selection of SPG through 'On-line' mode for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of MGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode,** under NIT No: MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7, the bids for which have been invited by MADHYA Gujarat Vij Company Limited("MGVCL") WHEREAS the Party No.1 and Party No.2 have entered into an Agreement dated................

AND WHEREAS MGVCL has invited bids as per the above mentioned Bid **for Selection of SPG through 'On-line' mode for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of MGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode.** under NIT No: MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7

AND WHEREAS SECTION - E:(1.1.1) forming part of the RfS document, inter-alia stipulates that an Undertaking of upto two qualified entities as partners in a Joint Venture, meeting the requirements of Eligibility & Qualification Criteria SECTION - E:, as applicable may bid, provided, the Joint Venture fulfils all other requirements under SECTION - E: and in such a case, the Bid Formats shall be signed wherever applicable and as required by RfS document either by the Authorized Signatory (appointed by a Power of Attorney executed by all partners of Joint Venture) and/or all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Performance bank guarantee will be as per the format enclosed with the RfS document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to MGVCL vide Bid No............(Reference No: of Bid submitted by Bidder) dated .... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of RfS document, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by MGVCL to the Joint Venture Partners, we, the Parties do hereby undertake that M/s .... the **Party No.1**, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound onto MGVCL for the successful performance of the Contract and shall be fully responsible for successful completion and performance of Scope of Work as provided in Contract in accordance with the terms and conditions specified in the Contract.

2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if MGVCL suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, theParty(s) of these presents undertake to promptly make good such loss or damages caused to MGVCL, on its demand without any demur. It shall not be necessary or obligatory for MGVCL to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), MGVCL can proceed against anyof the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to MGVCL.

4. The financial liability of the Parties of this Deed of Undertaking to the MGVCL, as applicable, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.

5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – ..... *(to be suitably appended by the JV Partners along with this Undertaking in its bid)* to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture forsubmission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture,other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of

the Contract.

8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance bank guarantee from a bank in favour of MGVCL in the currency/currencies of the Contract.

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till MGVCL discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of .... has been affixed in my/ our presence pursuant to Board of Director's Resolution dated	For Lead Partner (Party No.-1) For and on behalf of M/s ....
Name .... Designation .... Signature	(Signature of the authorized representative)
WITNESS: I. .... II.	
Common Seal of .... has been affixed in my/ our presence pursuant to Board of Director's Resolution dated	For Party No.-2 For and on behalf of M/s.......................
Name .... Designation .... Signature	(Signature of the authorized representative)
WITNESS: I. .... II.	

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorized representatives ofeach of the partners and shall invariably be witnessed.
3. Attach the Appendix.....as mentioned in the Clause 5 of this Deed of Undertaking.

FORM-9 EMD Bank Guarantee Format

(To be physically submitted by bidder on non-judicial stamp paper of Rs. 300/- and scanned copy is to be submitted in 'on-line' on the bidding platform)

For RFS No: MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7. **Plant No: __________**

WHEREAS M/s. ________________________________ (name & address of the Firm) having their registered office at ________________________________ (address of the firms Registered Office) (hereinafter called the 'RFS Documenter') wish to participate in the RFS Document No. ________________________ for________________________ of (Supply / Erection / Supply & Erection Work) (Name of the material / equipment / Work) for ____________________ MADHYA Gujarat Vij Company Ltd and WHEREAS a Bank Guarantee for (hereinafter called the "Beneficiary") Rs.__________ (amount of EMD) valid till ________ (mention here date of validity of this Guarantee which will be **6 (SIX)** months from the schedule date of opening of the RFS Document. **be submitted by the RFS Documenter along with the RFS Document.**

We, ____________________________ (name of the Bank and address of the Branch giving the Bank Guarantee) having our Registered Office at ______________________________ (address of Bank's Registered Office) hereby give this Bank Guarantee No. ______________ dated ________ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the MADHYA Gujarat Vij Company Ltd or any Officer authorized by it in this behalf any amount not exceeding Rs. ____________ (amount of E.M.D.), (Rupees ________________ ________________ (in words) to the said MADHYA Gujarat Vij Company Ltd on behalf of the RFS Documenter.

We ________________________ (name of the Bank) also agree that withdrawal of the RFS Document or part thereof by the RFS Documenter within its validity or Non-submission of Security Deposit by the RFS Documenter within one month from the date RFS Document or a part thereof has been accepted by the MADHYA Gujarat Vij Company Ltd would constitute a default on the part of the RFS Documenter and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the RFS Documenter and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of ________________ (mention here the date of validity of Guarantee) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of RFS Documenter Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the RFS Documenter and the MGVCL.

"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. MGVCL/GUVNL 's Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly."

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. __________ (Amt. of E.M.D.) (Rupees ______________________________________) (in words). Our Guarantee shall remain in force till _________ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _______ ***(Date of validity of the Guarantee)***, all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

Please Mention here Complete Postal Signature of the Bank's Address of the Bank with Branch Code,

Authorized Signatory

Telephone and Fax Nos.

Official Round Seal.

Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

Form-10: Performance Bank Guarantee Format

(On Non judicial Stamp of worth of Rs.300/-)

Bank Guarantee No. .... Date..................

Contract No....................................
Contract for **purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of MGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode.** under NIT No: MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7

To

The Chief Engineer (Project),
MADHYA Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
Sardar Patel Vidyut Bhavan,
Race Course
VADODARA-390007, (Gujarat)

Dear Sir,

We refer to the Letter of Award ("LOA") <Insert LOA No: ....>, issued on <Insert Date ofIssue of LOA by MGVCL > by MADHYA Gujarat Vij Company Limited(hereinafter referred to as

"MGVCL"), having its Registered Office at Sardar Patel Vidyut Bhavan, Race Course, VADODARA- 390007 (Gujarat), to M/s .... *(Name of SPG)............* , having its Principal place of business at ....*(Address of Contractor)* .... and Registered Office at .... *(Registered address of Contractor)* .... ("SPG") concerning "**purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of MGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode.** under NIT No: MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7 on RESCO model, and the LOA having been accepted by the SPG vide <......*Insert Letter No....*>, resulting in Letter of Award to be issued vide <......*Insert Work order No....*> *dated* ....

By this letter we, the undersigned, ...*(insert name & address of the issuing bank)* , a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of.................................... and having its Registered/Head Office at

............*(insert address of registered office of the bank)*........... do hereby irrevocably guarantee payment to MGVCL up to **Rs.** ___________ (_______________________________ **rupees only)** until 2 months (i.e. sixty (60) days) beyond the 9 months from the date of signing of Power Purchase Agreement (PPA) between SPG and MGVCL i.e., upto and inclusive of *(dd/mm/yy)*.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by MGVCL duly authorized officer or the authorized officer of **MGVCL** declaring the SPG to be in default under the Contract and without civil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the SPG to dispute or questionsuch demand.

Our liability under this Letter of Guarantee shall be to pay to MGVCL whichever is the lesserof the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until 2 months (i.e. sixty (60) days) beyond scheduled commercial operation date (SCOD). It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 2 months after date of commissioning of project.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to MGVCL shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

All disputes arising under the said Guarantee between the Bank and MGVCL or between the SPG and MGVCL pertaining to the Guarantee shall be subject to the jurisdiction of courts onlyat Vadodara in Gujarat alone.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the SPG, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law shall operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature____________________________ Name_____________________ Designation________
Contact Number(s): Tel._______________Mobile________________ Fax Number______
email _______________________________
Common Seal of the Bank_________________________

Witness:

*Signature*__________________________

Name__________________________
Address_________________________________
Contact Number(s): Tel._______________ Mobile________________ email ____________

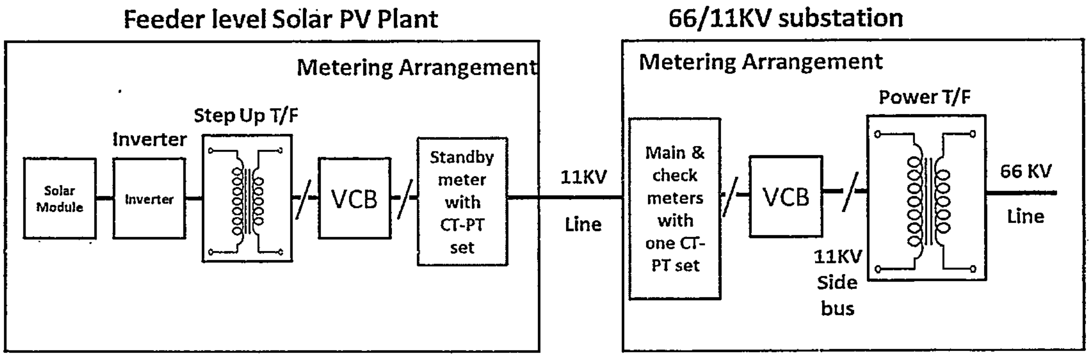
Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and shall invariably be witnessed.
3. The Bank Guarantee shall be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuingauthority(ies) of the Bank Guarantee*

ANNEXURE-1
Metering infrastructure Philosophy and Remote Monitoring System

A. Metering infrastructure Philosophy

1. Metering and grid connectivity of the projects would be the responsibility of the SPG in accordance with the prevailing guidelines / practices of MGVCL and / or CEA. MGVCL may facilitate in the process; however, the entire responsibility & cost lies only with the SPG.
2. Meters and metering equipment (CT-PT sets) specifications shall be complied with CEA metering regulations and shall be tested as per provision of GERC order / directives and as per IS 14697 at CPRI or at any NABL accredited / distribution licensee lab before installation at site at the cost of SPG and should be properly sealed in the presence of designated authority from MGVCL at the time of installation.
3. The solar power generator shall install Metering infrastructure and Remote Monitoring System as per the philosophy explained in this Annexure.
4. SPG to install 3 ABT meters (main, check and standby) with RMS connectivity and 2 CT-PT sets (one for main & check meter and another for standby meter) indicated in below layout: -:



(Indicative Diagram: Metering Arrangement Lay out)

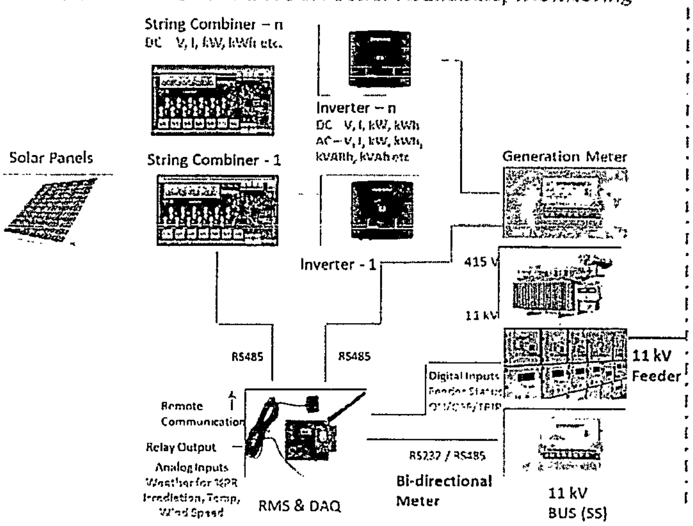
5. Installation and timely replacement of meters (main, check and standby) as required to directly measure energy supplied by the Solar Power Plant shall be the responsibility of selected bidder.

6. The cost of all required meters at Substation end (main, check, standby meter) at substation end along with Meter and associated CT-PT sets and RMS at Solar plant site shall be borne by the SPG.

B. Remote Monitoring System (RMS)

1. SPG shall also be responsible for installation of IoT Devices-RMS Set for Remote Monitoring system connectivity of Inverters, String combiner box, Energy Meters at Solar plant, Substation with State SEDM Portal www.pmkusum.guvnl.com
2. As per the MNRE guidelines for feeder level Solarization under Component C of PM-KUSUM scheme, it is mandatory for DISCOMs to monitor solar power generation and performance of the solar power plant through online system on State-Portal www.pmkusum.guvnl.com. The online data will be integrated with central monitoring portal of MNRE which will extract data from the State portals for monitoring of the scheme.
3. In line with MNRE model guidelines for State Level SEDM Software Development issued in July 2020, Gujarat DISCOMs have developed State Level Solar Energy Data Management (SEDM) platform to integrate & monitor the performance of all systems installed under Component A, B & C (individual as well as feeder level Solarization) of PM-KUSUM scheme.
4. Also, as per the Specifications for Remote Monitoring System for Component A & C of the scheme, issued by MNRE on 15 Jul 2020, **the SPG under this RfS shall be required to install required remote monitoring systems for solar power plant to integrate with State SEDM platform directly** which in turn will have interface with National Level Solar Energy Data Management Platform of MNRE.
5. As part of National and State SEDM platform, various modules will be provided such as Consumer Management, Scheme Progress Management, Asset Management, Live Asset Monitoring, Performance Analysis, Complaint and Ticket Management, Device Integration / SCADA Platform, Alarm/Events/Notification, Meter Data Acquisition (MDAS) /Meter Data Management (MDM), Archiving and Historian, Report Manager, Mobile application, SIA officer and EPC, Enterprise level user and role management.
6. MNRE and DISCOMs will develop and host the of National and State Level SEDM platform which is excluded from the scope of the SPG but SPG needs to operate and do various data entries related to application processing, asset and workflow mgmt.

Solar Plant Performance & Feeder Availability Monitoring



6. As shown in above diagram SPG needs to provide a remote monitoring system for:

(a) **Solar Power Plant Remote Monitoring system**: To capture electrical parameters from multiple devices such as ABT Meter, Inverters, String Combiner boxes or String inverters including meters at Sub-station level. Remote monitoring system will capture important Electrical and Status parameters such as AC/DC voltage, control, power, energy as well as monitoring of Breaker etc and will transmit data to State Level Solar Energy data management (SEDM) platform.

(b) **Communication Connectivity** for Solar Plant RMS:

i. Field Device Connectivity: RMS will connect to Inverter, String combiner boxes or string inverters using RS485 MODBUS communication protocol as well as meters using RS232 DLMS protocol. Both protocols are widely used by equipment manufacturers.

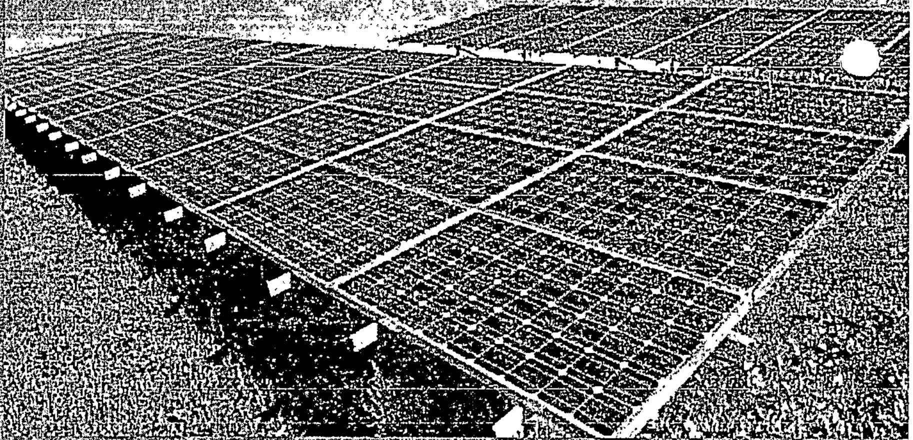
ii. Remote Connectivity: RMS will connect to State Level SEDM Server using 2G/3G/4G or any other suitable cellular communication.

iii. Local Connectivity: Ethernet / Bluetooth / Wi-Fi connectivity to configure parameter, notifications, communication intervals, set points, operation mode configuration or to download locally stored data.

7. It is the responsibility of SPG to provide SIM card/Wi-fi connectivity, bear recurring communication charges and maintain communication connectivity of more than 96% and data availability of 99% for the 25 years (unless extended by both the parties on mutual agreement) of operation & maintenance of solar power plant and its associated 11kV line failing bills of the Generator may not be processed.

8. Details of Communication Modes, Communication Protocols, Security and Message formats and equipment wise parameter details are enclosed as "Communication Architecture between RMS and State Level Server" is described as below write-up :-

Communication Architecture between RMS and State Level Server



RMS Communication and Security Architecture- PM KUSUM SEDM Platform

Date: 14/07/2020

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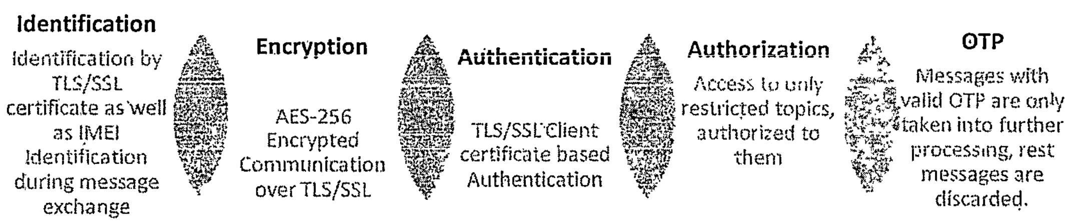
RMS Communication & Security Architecture

1. Security Architecture (with reference to EESL Tender Annexure 8 – clause 4.d)
2. RMS Registration (with reference to EESL Tender Annexure 8 – clause 4.d)
3. MQTT Topic Structure (with reference to EESL Tender Annexure 8 – clause 4.b,4.c)
4. MQTT Message Structure (with reference to EESL Tender Annexure 8 – clause 4.e,4.f)
5. Annexure: JSON Formats with parameter keywords, sample values and description
    a. Annexure: Pump Controller
    b. Annexure: Energy Meter
    c. Annexure: Inverter
    d. Annexure: String Combiner Box (SJB)
    e. Annexure: Heartbeat
    f. Annexure: DAQ

1. Security Architecture

This section highlights the communication security architecture between RMS/DCU and State SWPS IoT Platform. With this security, architecture, third parties are unable to intercept or "sniff" the encrypted data. This stops ISPs, employers, local network administrators and cybercriminals from being able to perform "packet sniffing" to access what the traffic contains. It also protects against man in the middle (MitM) attacks. This implements Private TLS/SSL VPN to ensure highest level of security.

In additional to this, use of OTP in every message exchange shall help restrict spammers and Bots. Such OTP based mechanism will provide transaction level security which is required for remote operations.



2. RMS Registration

This section details how individual RMS/DCU shall be registered and communicate securely with State SWPS IoT Platform.

- Every supplier/vendor must Register all unique IMEI (International Mobile Equipment Identity) of RMS/DCU with State SWPS
- State SWPS will generate individual client certificate for RMS/DCU against unique IMEI registered and share with supplier/vendor through secured web API interface.
- Every supplier/vendor shall be able to access web API with unique credentials shared with them.
- Web API shall return individual client certificate, Device Broker url and "info" topic.
- After installation of client certificate relevant to IMEI of RMS/DCU, RMS/DCU will connect to Device Broker and get authenticated using client certificate and further shall be able to receive additional configuration details such as FTP credential, Message Topic structure etc. after subscribing to default topic.
- After client certificate expiry, RMS will connect to FTP using available credentials and download the renewed certificate

3. MQTT Topic Structure

This section defines the different topic structure for communication between RMS/DCU and State SWPS through Device Broker.

RMS/DCU will publish and subscribe to their respective topics only, authorization of topic shall be done against unique credentials.

Application Version	Solution	IMEI	Message Type	Publish/Subscribe
IIOT-1	Standalonesolarpump Gridconnectedsolarpump SolarMW Ongridrooftop Offgridrooftop	{IMEI}	Info OTP Heartbeat Data Ondemand Config	Subscribe Subscribe Publish Publish Subscribe Subscribe

Sample Topic structure for Stand-alone Solar Pump shall be: **IIOT-1/Standalonesolarpump/{IMEI}/info**

Multiple sub-topics will be formed for communication between RMS/DCU and sate SWPS IoT Platform

- **Info:** Default Topic To exchange RMS/DCU configuration details
- **OTP:** To exchange OTP at every interval of 15/30/60 minutes
- **Heartbeat:** To update RMS/DCU health indicators at frequent configurable intervals.
- **Data:** To exchange data related to RMS/DCU Monitoring parameters in "**push mode**"
  - Push data Periodically
  - Push data on Event/Notification
  - History Missing Data Push Mode: History data will be identified against "**index**"

- **Ondemand:** To exchange data between RMS/DCU and Server in "**Command on Demand**" Mode
  - Each "On Demand" message will have two transactions: Commands, Response.
  - On demand command and response will be tracked against a common **"MSGID".**
  - On demand message can be used to read and write with two command types
    - Command: **"Read"** - In json received from server replace each key with value from RMS/DCU and send the updated json back to server.
    - Command: **"Write"** - After executing the command based on key-value pair received in json, send the updated json back to server on successful execution.
    - Note: handshaking parameters such as msgid, etc has to send back to server as is, without modification
- **Config:** To update configurable parameters of Device, which is similar to Ondemand but will be used only for configurable parameters of Device, this implements "**Configuration over the air**"
    - Command: **"Read"** - In json received from server replace each key with value from RMS/DCU and send the updated json back to server.
    - Command: **"Write"** - After executing the command based on key-value pair received in json, send the updated json back to server on successful execution.
    - Note: handshaking parameters such as msgid, etc has to send back to server as is, without modification

4. Communication Modes

- **Push on Periodic Interval:** In this mode deployed RMS shall transmit data of Multiple devices and sensors on different configurable time intervals such as Inverter or pump controller data at every 5 minutes, Energy Meter data at every 15 minutes, String Combiner Box data at every 10 minutes
- **Push on Event:** RMS shall detect various configurable alarm or event conditions such as Pump On / Off Status, Inverter On/Off Status, Low Water Flow Rate, Fault or Trip status etc. and It shall transmit data immediately to the server
- **On Demand Read:** In this mode, User will send command to RMS to get data as and when required and RMS will send the required data to server immediately
- **On Demand Write:** In case of Remote Operations, Farmer / Consumer shall send On Demand Write Command to the RMS and RMS will send back the acknowledgement with change in parameters after operation is completed
- **Configuration read/write:** Using this mode, user will be able to read and change configurable parameters remotely such as updating periodic interval, alarm limits, server parameters etc.

5. Communication Protocols

- **Field Device Communication:** RMS to Field Devices communication such as Inverter, Pump Controller, Drive, String Combiner box, MFT/MFM, Data Acquisition System shall be established using **MODBUS RTU protocol** supported by all leading manufacturers globally

- **Energy Meter Communication:** RMS to Energy Meter communication such as Bi Directional (Revenue) Meter, Solar Generation (Audit) Meter shall be established using **DLMS/Modbus protocol** supported by all leading Meter Manufacturers in India
- **RMS to Server Communication - Industrial IoT MQTT Protocol:** RMS to Server Communication shall be established using MQTT protocol which is well accepted IoT protocol across the globe and supported by all leading IT as well as OT companies for Smart Grid, Smart RE and Smart City Applications

6. MQTT Message Structure

This section details message structure exchanged between RMS/DCU and state SWPS IoT Platform through Device Broker

Keyword	Description	Sample Value
IMEI	Unique Identification of RMS/DCU – required to ensure registered source of data	863287049443888
VD	Virtual device/group – required for grouping parameters based on update interval/subsystems such as inverter/pump controller/meter/string combiner box etc.	2
MSGID	Message Transaction Id – required for "Ondemand"/"Config" message type, request/response/acknowledgement/feedback	123456789
COMMAND	Read/Write - Applicable only in case of "Ondemand"/"Config" message Type	Read
TIMESTAMP	RTC timestamp of RMS/DCU against all parameters of vd/group (YYYY-MM-DD HH:mm:SS)	2019-08-20 20:15:08
STINTERVAL	Periodic interval at which RMS shall store and transmit data to server. (in minutes)	15
DATE	local storage date – required as a reference to fetch data from local storage (YYYY-MM-DD)	2020-06-15
INDEX	Local storage Index – required as a reference to fetch data from local storage	5
MAXINDEX	Local storage maximum index of local storage date – required to calculate missing index	96
LOAD	Local storage retrieval command & status	0
POTP	Previous One Time Password	12345678
COTP	Current One Time Password, State SWPS Broker will update OTP at interval of 30/60 minutes	12345678
Parameter-1 **Parameter-2** **Parameter-3** **Parameter-1** **........** **Parameter-n**	Equipment wise Keywords for multiple Parameters.	

Communication Format Annexure

Annexure – 1 (Revision-B) Pump Controller

Message Name	: Periodic Push Pump Controller (1)
Message Format	: JSON
Message Type	: Data
Message Command Flow	: Not Applicable for Data periodic Push
Message response Flow	: RMS -> State SWPS IoT Platform
Message Medium	: GPRS

Command Message	
Not Applicable	

Response Message		
Message	Description	Unit
{		
"VD":1	Virtual Device Index/Group	-
"TIMESTAMP":"2020-05-18 17:58:00",	RTC timestamp of RMS/DCU against all parameters of vd/group	-
"MAXINDEX":96	maximum index of local storage date	-
"INDEX":7,	reference of local storage	-
"LOAD":0,	Local storage retrieval command & status	-
"STINTERVAL":15,	Periodic interval at which RMS shall store and transmit data to server. (in minutes)	-
"MSGID":"",	Message Transaction Id - required for "Ondemand"/"Config" message type, request/response/acknowledgement/feedback	-
"DATE":200518,	local storage date	YYMMDD
"IMEI":"1234561234561234",	IMEI No. of First Sim to be considered always for unique identity of DCU	-
"ASN_11":"34123450",	Pump Controller Serial No. RMS: 0 DAQ: 1-9 Pump Controller: 11-19 Meter: 21-29 Inverter: 31-39 String Combiner Box: 41-49	-
"POTP":"341234",	Previous One Time Password	-
"COTP":"341234",	Current One Time Password	-
"PMAXFREQ1":"50.00",	Maximum Frequency	Hz

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"PFREQLSP1":"50.00",	Lower Limit Frequency	Hz
"PFREQHSP1":"50.00",	Upper Limit Frequency	Hz
"PCNTRMODE1":"1",	Solar Pump Controller Control Mode Status	-
0 — Variable Frequency Control Mode		
1 — CVT Mode for Solar		
2 — MPPT mode for Solar		
"PRUNST1":"2",	Solar Pump Controller Run Status	-
0 — Stop		
1 — Running		
2 — Sleep		
3 — Low Speed Protection		
4 — Dry Run Protection		
5 — Over Current Protection		
6 — Minimum Power Protection		
"PREFFREQ1":"50.00",	Solar Pump Controller Reference Frequency	Hz
"POPFREQ1":"50.00",	Solar Pump Controller Output Frequency	Hz
"POPI1":"20.00",	Output Current	A
"POPV1":"230.00",	Output Voltage	V
"POPKW1":"45.00",	Output Active Power	KW
"PDC1V1":"550.00",	DC Input Voltage	DC V
"PDC1I1":"50.00",	DC Current	DC I
"PDCVOC1":"650.00",	DC Open Circuit Voltage	DC V
"PDKWH1":"35.00",	Today Generated Energy	KWH
"PTOTKWH1":"120.00",	Cumulative Generated Energy	KWH
"POPFLW1":"2.00",	Flow Speed	LPM
"POPDWD1":"120.00",	Daily Water Discharge	Litres
"POPTOTWD1":"220.00",	Total Water Discharge	Litres
"PMAXDCV1":"750.00",	Max DC Voltage	DC V
"PMAXDCI1":"40.00",	Max DC Current	DC I
"PMAXKW1":"650.00",	Max Output Active Power	DC KW
"PMAXFLW1":"650.00",	Max Flow Speed	LPM
"PDHR1":"8.00",	Pump Day Run Hours	Hrs
"PTOTHR1":"8.00",	Pump Cumulative Run Hours	Hrs
}		

Reaction	
Not Applicable	

Communication Format Annexure

Annexure - 2 Energy Meter

Message Name	Periodic Push Meter (1)
Message Format	JSON
Message Type	Data
Message Command Flow	Not Applicable for Data periodic Push
Message response Flow	RMS -> State SWPS IoT Platform
Message Medium	GPRS

Command Message	
Not Applicable	

Response Message	
Message	**Description**
{	
"VD":2	Virtual Device Index/Group
"TIMESTAMP":"2020-05-18 17:58:00",	RTC timestamp of RMS/DCU against all parameters of vd/group
"MAXINDEX":96	maximum index of local storage date
"INDEX":7,	reference of local storage
"LOAD":0,	Local storage retrieval command & status
"STINTERVAL":15,	Periodic interval at which RMS shall store and transmit data to server. (in minutes)
"MSGID":"",	Message Transaction Id - required for "On demand"/"Config" message type, request/response/acknowledgement/feedback
"DATE":200518,	local storage date

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<table>
<tr><td>"IMEI":"1234561234561234",</td><td>IMEI No. of First Sim to be considered always for unique identity of DCU</td></tr>
<tr><td>"ASN_21":12345678,</td><td>Asset Serial Number<table><tr><td>RMS</td><td>0</td></tr><tr><td>DAQ</td><td>1-9</td></tr><tr><td>Pump Controller</td><td>11-19</td></tr><tr><td>Meter</td><td>21-29</td></tr><tr><td>Inverter</td><td>31-39</td></tr><tr><td>String Combiner Box</td><td>41-49</td></tr></table></td></tr>
<tr><td>"MTDET1":30012302,</td><td>Meter Detail</td></tr>
<tr><td>"POTP":"34123450",</td><td>Previous One Time Password</td></tr>
<tr><td>"COTP":"34123450",</td><td>Current One Time Password</td></tr>
<tr><td>"MTBLDATE1":18,</td><td>Billing Date for meter 1</td></tr>
<tr><td>"DATE1":180606,</td><td>Present date for meter1</td></tr>
<tr><td>"TIME1":105400,</td><td>Present time for meter1</td></tr>
<tr><td>"IR1":20.58,</td><td>R Phase Current in Amps</td></tr>
<tr><td>"IY1":20.65,</td><td>Y Phase Current in Amps</td></tr>
<tr><td>"IB1":20.12,</td><td>B Phase Current in Amps</td></tr>
<tr><td>"VRN1":240.12,</td><td>R Phase to Neutral Voltage in Volts</td></tr>
<tr><td>"VYN1":242.13,</td><td>Y Phase to Neutral Voltage in Volts</td></tr>
<tr><td>"VBN1":243.55,</td><td>B Phase to Neutral Voltage in Volts</td></tr>
<tr><td>"VRY1":420.18,</td><td>Phase to Phase Voltage(R-Y) in Volts</td></tr>
<tr><td>"VYB1":419.38,</td><td>Phase to Phase Voltage(Y-B) in Volts</td></tr>
<tr><td>"VBR1": 421.5,</td><td>Phase to Phase Voltage(B-R) in Volts</td></tr>
<tr><td>"PFR1":0.98,</td><td>R Phase Power Factor</td></tr>
<tr><td>"PFY1":0.97,</td><td>Y Phase Power Factor</td></tr>
<tr><td>"PFB1":0.96,</td><td>B Phase Power Factor</td></tr>
<tr><td>"FRQ1":50.05,</td><td>Grid Frequency</td></tr>
<tr><td>"POWR1":42.578,</td><td>R Phase Active Power in KW</td></tr>
<tr><td>"POWY1":42.156,</td><td>Y Phase Active Power in KW</td></tr>
<tr><td>"POWB1":42.354,</td><td>B Phase Active Power in KW</td></tr>
<tr><td>"POW1":42.185,</td><td>Total Active Power in KW</td></tr>
<tr><td>"RPOWR1":22.123,</td><td>R Phase Reactive Power in KVAR</td></tr>
<tr><td>"RPOWY1":20.110,</td><td>Y Phase Reactive Power in KVAR</td></tr>
<tr><td>"RPOWB1":22.310,</td><td>B Phase Reactive Power in KVAR</td></tr>
<tr><td>"RPOW1":65.610,</td><td>Total Reactive Power in KVAR</td></tr>
<tr><td>"APOWR1":55.610,</td><td>R Phase Apparent Power in KVA</td></tr>
<tr><td>"APOWY1":52.910,</td><td>Y Phase Apparent Power in KVA</td></tr>
<tr><td>"APOWB1":53.911,</td><td>B Phase Apparent Power in KVA</td></tr>
<tr><td>"APOW1":14.198,</td><td>Total Apparent Power in KVA</td></tr>
<tr><td>"KWHNET1":98561.4,</td><td>Cumulative Net Energy in KWH</td></tr>
<tr><td>"KWHIMP1":98561.4,</td><td>Cumulative Import Energy in KWH</td></tr>
<tr><td>"KWHEXP1":98561.2,</td><td>Cumulative Export Energy in KWH</td></tr>
<tr><td>"KVAHNET1":99100.3,</td><td>Cumulative Net Energy in KVAH</td></tr>
<tr><td>"KVAHIMP1":99105.1,</td><td>Cumulative Import Energy in KWH</td></tr>
<tr><td>"KVAHEXP1":98999.1,</td><td>Cumulative Export Energy in KWH</td></tr>
<tr><td>"MDKWIMP1":100.3,</td><td>Rising Demand (Import) in KW</td></tr>
<tr><td>"MDKWEXP1":98.6,</td><td>Rising Demand (Export) in KW</td></tr>
</table>

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"POFF1":1020,	Grid Power Failure in Minutes
"TC1":100,	Total Tamper Counts
"PF1":0.99,	Average PF
"LBKWHNET1":98561,	Last Billing Cycle Net Energy in KWH
"LBKWHIMP1":98561,	Last Billing Cycle Import Energy in KWH
"LBKWHEXP1":98561,	Last Billing Cycle Export Energy in KWH
"PMDKVAIMP1":22.50,	Present MD KVA Import
"PMDKVAEXP1":0.00,	Present MD KVA Import
"LBMDKWIMP1":7.07,	Last Billing MD KW Import
"LBMDKWEXP1":0.00,	Last Billing MD KW Export
"LBMDKVAIMP1":7.07,	Last Billing MD KVA Import
"LBMDKVAEXP1":0.00,	Last Billing MD KVA Export
"MDRSTC1":4	MD Reset Count
}	

Reaction	
Not Applicable	

Communication Format Annexure

Annexure – 3 Inverter

Message Name	: Inverter Periodic Push (INVERTER-1)
Message Format	: JSON
Message Type	: Data
Message Command Flow	: Not Applicable for Data periodic Push
Message response Flow	: RMS -> State SWPS IoT Platform
Message Medium	: GPRS

Command Message	
Not Applicable	

Response Message	
Message	**Description**
{	
"VD":5	Virtual Device Index/Group
"TIMESTAMP":"2020-05-18 17:58:00",	RTC timestamp of RMS/DCU against all parameters of vd/group
"MAXINDEX":96	maximum index of local storage date
"INDEX":7,	reference of local storage
"LOAD":0,	Local storage retrieval command & status
"STINTERVAL":15,	Periodic interval at which RMS shall store and transmit data to server. (in minutes)
"MSGID":"",	Message Transaction Id - required for "Ondemand"/"Config" message type, request/response/acknowledgement/feedback
"DATE":200518,	local storage date
"IMEI":"1234561234561234",	IMEI No. of First Sim to be considered always for unique identity of DCU
"ASN_31":"34123450",	**Inverter Serial No.**

	RMS 0 DAQ 1-9 Pump Controller 11-19 Meter 21-29 Inverter 31-39 String Combiner Box 41-49
"POTP":"34123450",	Previous One Time Password
"COTP":"34123450",	Current One Time Password
"IST1":1,	Inverter Status
"IFREQ1":40,	Frequency
"IPF1":0.8,	Power Factor
"IDC1V1":500,	DC-1 Voltage
"IDC1I1":200,	DC-1 Current
"IDC1KW1":200,	DC-1 Power
"IDC2V1":243.55,	DC-2 Voltage
"IDC2I1":420.18,	DC-2 Current
"IDC2KW1":200,	DC-2 Power
"IDC3V1":419.38,	DC-3 Voltage
"IDC3I1":421.8,	DC-3 Current
"IDC3KW1":200,	DC-3 Power
"IDC4V1":0.98,	DC-4 Voltage
"IDC4I1":0.97,	DC-4 Current
"IDC4KW1":200,	DC-4 Power
"IRPHV1":0.96,	R phase voltage
"IRPHI1":50.05,	R phase current
"IRPHKW1":50.05,	R phase Active Power
"IYPHV1":42.578,	Y phase voltage
"IYPHI1":42.156,	Y phase current
"IYPHKW1":50.05,	Y phase Active Power
"IBPHV1":42.354,	B phase voltage
"IBPHI1":42.185,	B phase current
"IBPHKW1":50.05,	B phase Active Power
"IKW1":22.123,	Active Power
"ITKWH1":20.110,	Today Generated Energy
"ITON1":22.310,	Today On Time of Inverter
"ILKWH1":65.610,	Life time Generated Energy
"ILON1":55.610,	Life time running hours
"ITEMP1":52.910,	Inverter Temperature
"IFT11":53.911,	Fault-1
"IFT21":14.198,	Fault-2
"IFT31":98561.4,	Fault-3
"IFT41":98561.4,	Fault-4
"IFT51":98561.2,	Fault-5
"IKVA1":99100.3,	Apparent power
"IKVAR1":99105.1	Reactive power
}	

Reaction	
Not Applicable	

Communication Format Annexure

Annexure - 4 String Combiner Box

Message Name	: Periodic Push String Combiner Box
Message Format	: JSON
Message Type	: Data
Message Command Flow	: Not Applicable for Data periodic Push
Message response Flow	: RMS -> State SWPS IoT Platform
Message Medium	: GPRS

Command Message	
Not Applicable	

Response Message

Message	Description
{	
"VD":9	Virtual Device Index/Group
"TIMESTAMP":"2020-05-18 17:58:00",	RTC timestamp of RMS/DCU against all parameters of vd/group
"MAXINDEX":96	maximum index of local storage date
"INDEX":7,	reference of local storage
"LOAD":0,	Local storage retrieval command & status
"STINTERVAL":15,	Periodic interval at which RMS shall store and transmit data to server. (in minutes)
"MSGID":"",	Message Transaction Id - required for "Ondemand"/"Config" message type, request/response/acknowledgement/feedback
"DATE":200518,	local storage date
"IMEI":"1234561234561234",	IMEI No. of First Sim to be considered always for unique identity of DCU
"ASN_41":"34123450",	**SJB Serial no** RMS: 0 DAQ: 1-9

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	Pump Controller	11-19
	Meter	21-29
	Inverter	31-39
	String Combiner Box	41-49
"POTP":"34123450",	**Previous One Time Password**	
"COTP":"34123450",	**Current One Time Password**	
"SI11":"3.00",	**SJB1, Channel1 Current**	
"SI21":"5.00",	**SJB1, Channel2 Current**	
"SI31":"5.00",	**SJB1, Channel3 Current**	
"SI41":"5.00",	**SJB1, Channel4 Current**	
"SI51":"5.00",	**SJB1, Channel5 Current**	
"SI61":"5.00",	**SJB1, Channel6 Current**	
"SI71":"5.00",	**SJB1, Channel7 Current**	
"SI81":"5.00",	**SJB1, Channel8 Current**	
"SI91":"5.00",	**SJB1, Channel9 Current**	
"SI101":"5.00",	**SJB1, Channel10 Current**	
"SI111":"5.00",	**SJB1, Channel11 Current**	
"SI121":"5.00",	**SJB1, Channel12 Current**	
"SI131":"5.00",	**SJB1, Channel13 Current**	
"SI141":"5.00",	**SJB1, Channel14 Current**	
"SI151":"5.00",	**SJB1, Channel15 Current**	
"SI161":"5.00",	**SJB1, Channel16 Current**	
"SI171":"5.00",	**SJB1, Channel17 Current**	
"SI181":"5.00",	**SJB1, Channel18 Current**	
"SI191":"5.00",	**SJB1, Channel19 Current**	
"SI201":"5.00",	**SJB1, Channel20 Current**	
"SI211":"5.00",	**SJB1, Channel21 Current**	
"SI221":"5.00",	**SJB1, Channel22 Current**	
"SI231":"5.00",	**SJB1, Channel23 Current**	
"SI241":"5.00",	**SJB1, Channel24 Current**	
"SDCV1":"635.00",	**SJB1, DC Voltage**	
"SDCTOTI1":"40.00",	**SJB1, Total DC Current**	
"SDCTOTKW1":"28.00",	**SJB1, Total DC Power**	
"SDI11":"1.00",	**SJB1, Digital Input1**	
"SDI21":"1.00",	**SJB1, Digital Input2**	
"ST11":"1.00",	**SJB1, Temperature1**	
"ST21":"1.00",	**SJB1, Temperature2**	
"ST31":"1.00"	**SJB1, Temperature3**	
}		

Reaction	
Not Applicable	

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Communication Format Annexure

Annexure – 5 RMS

Message Name : RMS
Message Format : JSON
Message Type : Heartbeat
Message Command Flow : Not Applicable
Message response Flow : RMS-> State SWPS IoT Platform
Message Medium : GPRS

Command Message	
Not Applicable	

Response Message	
Message	**Description**
{	
"VD":0	Virtual Device Index/Group
"TIMESTAMP":"2020-05-18 17:58:00",	RTC timestamp of RMS/DCU against all parameters of vd/group
“MAXINDEX”:96	maximum index of local storage date
"INDEX":7,	reference of local storage
"LOAD":0,	Local storage retrieval command & status
"STINTERVAL":15,	Periodic interval at which RMS shall store and transmit data to server. (in minutes)
"MSGID":"",	Message Transaction Id - required for “Ondemand”/”Config” message type, request/response/acknowledgement/feedback
"DATE":200518,	local storage date
"IMEI":"1234561234561234",	IMEI No. of First Sim to be considered always for unique identity of DCU
"POTP":"341234",	**Previous One Time Password**
"COTP":"341234",	**Current One Time Password**
"GSM":1,	Device connected to GSM network
"SIM":1,	SIM detected (1 - detected)
"NET":1,	Device in Network (1 - in network)
"GPRS":"1",	GPRS connected (1 - connected)

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"RSSI":22,	Signal Strength
"SD":"1",	SD card detected (1 - detected)
"ONLINE":1,	Device Online (1- Online)
"GPS":1,	GPS Module Status (1-ON,0-OFF)
"GPSLOC":1,	GPS Location Locked
"RF":1,	RF Module Status (1-ON,0-OFF)
"RTCDATE":180918,	RTC Date
"RTCTIME":175800,	RTC Time
"TEMP":45.5,	Device Temperature
"LAT":19.06,	Latitude from gps
"LONG":72.8777,	Longitude from gps
"SIMSLOT":1,	Sim Slot (Current Sim Slot: 1 or 2)
"SIMCHNGCNT":10,	Total Sim Slot Change Count
"FLASH":1,	Device Flash Status 1: Detected 0: Error
"BATTST":0,	Battery Input Status: 1 if on battery power else 0
"VBATT":5.0,	Battery Voltage
"PST":1	Power Supply (1-Mains, 2-Battery)
}	

Reaction	
Not Applicable	

Communication Format Annexure

Annexure – 6 DAQ System

Message Name	: Periodic Push DAQ System
Message Format	: JSON
Message Type	: Data
Message Command Flow	: Not Applicable for Data periodic Push
Message response Flow	: RMS -> State SWPS IoT Platform
Message Medium	: GPRS

Command Message	
Not Applicable	

Response Message	
Message	**Description**
{	
"VD":12	Virtual Device Index/Group
"TIMESTAMP":"2020-05-18 17:58:00",	RTC timestamp of RMS/DCU against all parameters of vd/group
"MAXINDEX":96	maximum index of local storage date
"INDEX":7,	reference of local storage
"LOAD":0,	Local storage retrieval command & status
"STINTERVAL":15,	Periodic interval at which RMS shall store and transmit data to server. (in minutes)
"MSGID":"",	Message Transaction Id - required for "Ondemand"/"Config" message type, request/response/acknowledgement/feedback
"DATE":200518,	local storage date
"IMEI":"1234561234561234",	IMEI No. of First Sim to be considered always for unique identity of DCU
"POTP":"34123450",	**Previous One Time Password**
"COTP":"34123450",	**Current One Time Password**
"AI11":45.5,	Analog Input – 1
"AI21":45.5,	Analog Input – 2
"AI31":45.5,	Analog Input – 3
"AI41":45.5,	Analog Input – 4

"DI11":1,	Digital Input – 1
"DI21":0,	Digital Input – 2
"DI31":1,	Digital Input – 3
"DI41":0,	Digital Input – 4
"DO11":1,	Digital Output – 1
"DO21":1,	Digital Output – 2
"DO31":1,	Digital Output – 3
"DO41":1	Digital Output – 4
}	

Reaction	
Not Applicable	

Annexure - 7

Message Name	: On Demand Read/Write Parameter/Keyword
Message Format	: JSON
Message Type	: Config
Message Command Flow	: Cloud Server -> RMS
Message Response Flow	: RMS -> Cloud Server
Message Medium	: GPRS

Command Message

Message	Description
{	
"timestamp":"2018-09-18 17:58:00",	
"type": "config",	
"cmd":"write",	To write config
"msgid":"130",	Server Auto Generated
"APN1": "www"	APN Value for sim1
"USR1": "string"	sim1 user name
"PASS1": "string"	sim1 password
"APN2": "Internet"	APN Value for sim2
"USR2": "string"	Sim2 user name
"PASS2": "string"	Sim2 password
"RESTART":1	To restart DCU, 1 : Execute command
"UPDATEINTERVAL":15	Enter update interval in mins.
"HEARTINTERVAL":5	Heartbeat Update Interval in mins
"URTCDATE":200622	DCU RTC Date (YYMMDD) Update
"URTCTIME":220312	DCU RTC Time (HH:MM:SS) Update - 24 hour format
"UPDATERTC":1	Update RTC, 1: Execute command, 0 : Successful execution
"GSMSYNC":1	RTC auto GSM synchronization, 1: to execute command
"DO1":1	Pump Remote ON/OFF Operation (1-ON, 0-OFF)
"AI1ZERO":1	Engineering Zero Value (4 mA dc) for AI1 E.G. 0(LPM)
"AI1SPAN":100	Engineering Span Value (20 mA dc) for AI1 E.G. 5000(LPM)
"AI2ZERO":1	Engineering Zero Value (4 mA dc) for AI2

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"AI2SPAN":100	Engineering Span Value (20 mA dc) for AI2
"AI3ZERO":1	Engineering Zero Value (4 mA dc) for AI3
"AI3SPAN":100	Engineering Span Value (20 mA dc) for AI3
"AI4ZERO":1	Engineering Zero Value (4 mA dc) for AI4
"AI4SPAN":100	Engineering Span Value (20 mA dc) for AI4
"URL":"rms1.kusumiiot.co"	URL of Broker Server
"PORT":8883	Port of Broker Server
"CID":"d:860906045525646$standalonesolarpump$27"	Unique Client id of device
"USERNAME":"860906045525646$standalonesolarpump$27"	Username for device authentication
"PASSWORD":"9e0baa73"	Password for device authentication
"FTPURL": "rms1.kusumiiot.co"	URL for FTP
"FTPUSER":"866191037709301"	Username for FTP
"FTPPASS":"908552f"	Password for FTP
"FTPPORT":22	Port for FTP
"FTPDOWN":1	Download Certificates from ftp 1: To execute command, 0: Command is successfully executed
}	

Response Message	
Message	Description
{	
"timestamp":"2018-09-18 17:58:00",	
"type": "config",	
"cmd":"write",	To write config
"msgid":"130",	Server Auto Generated
"APN1": "www"	APN Value for sim1
"USR1": "string"	sim1 user name
"PASS1": "string"	sim1 password
"APN2": "Internet"	APN Value for sim2
"USR2": "string"	Sim2 user name
"PASS2": "string"	Sim2 password
"RESTART":1	To restart DCU, 1 : Execute command
"UPDATEINTERVAL":15	Enter update interval in mins.
"HEARTINTERVAL":5	Heartbeat Update Interval in mins

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"URTCDATE":200622	DCU RTC Date (YYMMDD) Update
"URTCTIME":220312	DCU RTC Time (HH:MM:SS) Update - 24 hour format
"UPDATERTC":1	Update RTC, 1: Execute command, 0 : Successful execution
"GSMSYNC":1	RTC auto GSM synchronization, 1: to execute command
"DO1":1	Pump Remote ON/OFF Operation (1-ON, 0-OFF)
"AI1ZERO":1	Engineering Zero Value (4 mA dc) for AI1 E.G. 0(LPM)
"AI1SPAN":100	Engineering Span Value (20 mA dc) for AI1 E.G. 5000(LPM)
"AI2ZERO":1	Engineering Zero Value (4 mA dc) for AI2
"AI2SPAN":100	Engineering Span Value (20 mA dc) for AI2
"AI3ZERO":1	Engineering Zero Value (4 mA dc) for AI3
"AI3SPAN":100	Engineering Span Value (20 mA dc) for AI3
"AI4ZERO":1	Engineering Zero Value (4 mA dc) for AI4
"AI4SPAN":100	Engineering Span Value (20 mA dc) for AI4
"URL":"rms1.kusumiiot.co"	URL of Broker Server
"PORT":8883	Port of Broker Server
"CID":"d:860906045525646$standalonesolarpump$27"	Unique Client id of device
"USERNAME":"860906045525646$standalonesolarpump$27"	Username for device authentication
"PASSWORD":"9e0baa73"	Password for device authentication
"FTPURL": "rms1.kusumiiot.co"	Url for FTP
"FTPUSER":"866191037709301"	Username for FTP
"FTPPASS":"908552f"	Password for FTP
"FTPPORT":22	Port for FTP
"FTPDOWN":1	Download Certificates from ftp 1: To execute command, 0: Command is successfully executed
}	

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Command Message	
Command – B. In case, if some key in command are invalid	
Message	Description
{	
"timestamp":"2018-09-18 17:58:00",	
"type":"config",	
"cmd":"write",	to write config
"msgid":"130,	server auto generated
"APNN1": 2	send value "2"
"USR1": "xyz"	send value "xyz"
}	

Response Message	
Message	Description
{	
"timestamp":"2018-09-18 17:58:00",	
"type": "config",	
"cmd":"write",	to write config
"msgid":"130",	server auto generated
"APNN1": 0	invalid Key, value will be returned '0'
"USR1": "xyz"	actual value received
}	

Reaction	
Not Applicable	

(On Non-Judicial Stamp Paper of Rs. 300/- attested by Notary Public/ First Class Magistrate)

DRAFT **POWER PURCHASE AGREEMENT (PPA)**

for

Procurement of ____ MWp

Solar Power on Long Term basis for

Feeder level Solarization –under

PM-KUSUM Component-C of the Scheme for

Solarization of 11 KV Agricultural Feeder(s) of __________66/11 KV

Substation, ___________sub-division, ___________Division, _________Circle of MGVCL

Between

<name of Solar Power Generator (SPG)>

and

MADHYA GUJARAT VIJ COMPANY LIMITED

[/ /2024]

This Power Purchase Agreement is made on the______day of_______of 20___at __________.

Between

.......*<name of SPG>*............., selected as Solar Power Generator for implementation of Solar Power Project with associated 11kV evacuation line under **Pradhan Mantri Kisan Urja Suraksha evem Utthan Mahabhiyan (PM KUSUM) Scheme, Component C (feeder level solarization)**, having registered office at ....*<Address of SPG>*............ (–hereinafter referred to as **"Solar Power Generator or SPG"**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **First Part**;

And

MADHYA GUJARAT VIJ COMPANY LIMITED' a company incorporated under the Companies Act 1956, having its registered office at, __________ (hereinafter referred to as 'MGVCL' " which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **Second Part**;

The SPG and MGVCL are individually referred to as 'Party' and collectively referred to as 'Parties'.

WHEREAS:

A. The Ministry of New and Renewable Energy [MNRE] has notified a guidelines for feeder level solarization under Component C of PM KUSUM Scheme on 04th Dec 2020.

B. MGVCL initiated process for selection of Solar Power Generator (s) (SPG) to set solar power plant for notified solar capacity through RESCO mode and procurement of power generated from the solar power plant as per the terms and conditions contained in the RfS No: __________________________ DT:____________________

C. The SPG has been selected for installation of solar power project which includes work of design, survey, supply, installation, testing, commissioning and operation & maintenance of grid connected _____MWp solar power plant , its associated 11kV evacuation line to connect the plant with concerned substation and RMS of solar power plant for Solarization of 11kV feeder(s) of 66/11kV _____ substation under _____ subdivision, _________Division,_____________Circle of MGVCL.

D. MGVCL has issued the Letter of Award/Work Order -No. .... dated in Favour of ....*<name of SPG>* as per the terms and conditions contained in the RfS.

E. The SPG has furnished the Project Security Amount of **Rs.** __________ (____ **rupees only)** in the form of Bank Guarantee in favour of MGVCL, _______.

F. The SPG has fulfilled the terms and conditions for signing of this Power Purchase Agreement as a definitive agreement for establishing the Solar Power Project of ___ **MWp** under Feeder level soalrization –Component-C of PM-KUSUM Scheme for Agricultural feeder(s) of__________ 66/11kV substation,__________subdivision,____________division,____________ circle of MGVCL under ______ district and sale of electricity by the SPG to MGVCL at delivery point at 66/11 kV ______ substation.

G. Hon'ble GERC vide order dated ________ in petition no. _______ has adopted the tariff discovered in the competitive bidding process conducted vide RfS dated _________ wherein the SPG has emerged as a successful bidder and allocated the Solar Power project of ____ MWp under the bucket filling mode as per the terms of RfP.

H. The parties have agreed to execute this Power Purchase Agreement in terms of the RfS and the Letter of Award in regard to the work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected **Feeder level** solar power plant having capacity of _______ MWp, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of Agricultural 11kV feeders of associated __________66/11kV substation in MGVCL under PM-KUSUM scheme – Component C (feeder level solarization)

Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under, including those issued/framed by the Appropriate Commission (as defined hereunder), as amended or re-enacted from time to time.

ALMM	Approved List of Models and Manufacturers of Solar Photovoltaic Modules issued by Ministry of New and Renewable Energy, Government of India time to time.
"Agreement" or "Power Purchase Agreement" or "PPA"	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
"Appropriate Commission	Appropriate Commission or "GERC" shall mean the Gujarat Electricity Regulatory Commission (GERC)
"Bill Dispute Notice"	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;

"Base rate of Late Payment Surcharge"	shall mean the marginal cost of funds based lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent and in the absence of marginal cost of funds based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify. Provided that if the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years.
"Business Day"	shall mean with respect to SPG and DISCOM, a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State;
"Capacity Utilisation Factor" or "CUF"	CUF in a Year shall mean the ratio of the net output energy injected at delivery point of the SPVPower Plant in a Year versus installed Project capacity x 365 x 24 (i.e. CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365)) The annual CUF will be calculated every year from 1st April of the year (COD for first year) to 31st March next year.
"CFA"	Shall mean the Central finance Assistance to be provided by the Ministry of New and Renewable Energy Government of India under the Pradhan Mantri Urja Suraksha evam Utthaan Mahabhiyaan (PM-KUSUM) scheme as per the Guidelines for Implementation of Feeder Level Solarisation under Component-C of PM-KUSUM Scheme issued on date 4-12-2020 with subsequent amendment/s, if any.
"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;
"Commercial Operation Date (COD)"	shall mean the date certified by the DISCOM's committee upon successful commissioning (as per provisions of this Agreement) of the project when all equipment's as per rated capacity have been installed and energy has flown into the grid.
"Competent Court of Law"	shall mean the Supreme Court of India or Gujarat High Court, or any tribunal or any similar judicial or quasi-judicial body that has jurisdiction in relation to issues relating to the Project.
"Consents, Clearances and Permits	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/ or supply of power;

"Consultation Period"	shall mean the period of ninety (90) days or such other longer period as the Parties may agree, commencing from the date of issuance of a SPG Preliminary Default Notice or DISCOM Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
"Contract Year"	shall mean the period beginning from the Effective Date 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: 1) in the financial year in which the COD occurs, the Contract Year shall end on the date immediately before the COD and a new Contract Year shall commence once again from the COD 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 2) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement or on termination of this agreement whichever is earlier.
"Contracted Capacity"	shall mean ____ **MWp AC** contracted with DISCOM for supplyby the SPG to DISCOM at the Delivery Point which shall be the maximum injection limit at delivery point in any 15 minute time block during the entire term of the PPA.
"Delivery Point"	Delivery Point" shall mean the point at the voltage level of 11kV of the 66/11 kV Sub-station i.e. 11kV side of 66/11kV ______ substation under this PPA. Metering shall be done at this interconnection point where the power is injected into the 66/11 kV Sub-station. For interconnection with grid and metering, the SPG shall abide by the relevant and applicable regulations, Grid Code notified by the State Commission and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the Appropriate Commission or CEA. All charges and losses related to Transmission of power from project up to Delivery Point shall be borne by the SPG without any reimbursement thereof.
"Dispute"	shall mean any dispute or difference of any kind between DISCOM and the SPG, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement;

DISCOM	Shall mean the Electricity Distribution Company. The DISCOM in this PPA is MGVCL.
"Due Date"	Due Date shall mean the thirtieth (30th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by MGVCL or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by MGVCL.
"Electricity Act,2003"	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
"Effective Date"	shall have the meaning ascribed thereto in Article 2.1 of this Agreement;
"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
"Event of Default"	shall mean the events as defined in Article 13 of this Agreement;
"Expiry Date"	Shall mean the date occurring twenty-five (25) years from the Commercial Operation Date provided that the supply of power shall be limited for a period of 25 years from the COD (unless extended by both the parties on mutual agreement);
"Financing Agreements"	shall mean the agreements pursuant to which the SPG has sought financing for the Power Project including the loan agreements, security documents, for the Power Project including the loan agreements, security documents, 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 MGVCL;
"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 11 of this Agreement;
"Indian Governmental Instrumentality"	shall mean the Government of India, Governments of state of Gujarat and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government or both, any political sub-division of any of them including any court or Appropriate Commission or tribunal or judicial or quasi-judicial body in India

"Insurances"	shall mean the insurance cover to be obtained and maintained by the SPG in accordance with Article 8 of this Agreement;
"Interconnection Facilities"	shall mean the facilities on SPG's side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement;
"Invoice" or "Bill"	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties;
"Joint Meter Reading" or "JMR":	Shall mean the monthly joint meter reading statement which shall be jointly signed by SPG and MGVCL representative
"Late Payment Surcharge"	shall have the meaning ascribed thereto in Article 10. 1.7 of this Agreement;
Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the GERC;
"Letter of Credit" or "LC"	shall have the meaning ascribed thereto in Article 10.1.10 of this Agreement;
"Letter of Award" or "LoA"	shall mean work order issued by MGVCL to the SPG for the project;
MNRE"	shall mean the Ministry of New and Renewable Energy, Government of India;
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;
"Payment Security Mechanism"	shall have the meaning ascribed thereto in Article 10.1.10 of this Agreement
"PM-KUSUSM "	Pradhan Mantri Urja Suraksha evam Utthaan Mahabhiyaan-A scheme notified by the Ministry of New and Renewable Energy Government of India with Guidelines for Implementation of Feeder Level Solarisation under

	Component-C of PM-KUSUM Scheme issued on date 4-12-2020.
"Power Project" or "Project"	shall mean the Solar Power generation facility of Contracted Capacity having a separate control system, metering and separate points of injection into the grid at Delivery point. The Project shall include all units and auxiliaries such as water supply, treatment or water storage facilities, bay(s) for transmission system in the switchyard, dedicated electrical 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 as per this Agreement;.
"Preliminary Default Notice"	shall have the meaning ascribed thereto in Article 13 of this Agreement;
"Project Capacity"	shall mean the **maximum AC** capacity of the Project at the point of injection for which the Power PurchaseAgreement has been signed.
"Prudent Utility Practices"	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary to take account of: a. operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power Project b. the requirements of Indian Law; and the physical conditions at the site of the Power Project
"Rebate"	shall have the same meaning as ascribed thereto in Article 10.1.9 of this Agreement;
"RESCO"	shall mean Renewable Energy Service Company i.e. an energy service company that develops, installs, finances, operates and owns the solar power project and supplies power generated from the Project to the MGVCL.
"Rupees", "Rs.",	shall mean Indian rupees, the lawful currency of India;
"Scheduled Commissioning Date" or "SCD" of the Project	Shall mean date that is nine (9) Months from the Date of execution of this PPA between MGVCL

SPG	Shall mean Solar Power Generator who has signed this agreement upon issue of Letter of Award by MGVCL
"Tariff"	Shall have the same meaning as provided for in Article 9 of this Agreement;
"Tariff Payment"	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills;
"Termination Notice"	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;
"Term of Agreement"	shall have the meaning ascribed thereto in Article 2 of this Agreement;

1.2 INTERPRETATION

Save where the contrary is indicated, any reference in this Agreement to:

i) *"Agreement"* shall be construed as including a reference to its Schedules, Appendices

ii) An *"Article", a "Recital", a "Schedule" and a "paragraph I clause"* shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement;

iii) 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).

iv) 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;

v) *"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;

vi) 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;

vii) *"Rupee", "Rupees" and "Rs."* shall denote Indian Rupees, the lawful currency of India;

viii) 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;

ix) Words importing the singular shall include the plural and vice versa;

x) 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;

xi) A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;

xii) A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;

xiii) 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;

xiv) 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.

xv) The words *"hereof" or "herein"*, if and when used in this Agreement shall mean a reference to this Agreement.

xvi) 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.

ARTICLE 2: TERM OF AGREEMENT

2.1 Effective Date

2.1.1 This Agreement shall come into effect from the date of its execution by all theparties and such date shall be referred to as the Effective Date.

2.2 Term of Agreement

2.2.1 Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for a term from the Effective Date until the Expiry Date. This Agreement may be extended for a further period at least one hundred eighty (180) days prior to the Expiry Date, on mutually agreed terms and conditions.

2.2.2 The SPG is free to operate their plants beyond the Expiry Date if other conditions like land lease / Right to Use of Land (as applicable), permits, approvals and clearances etc. allow. In such case unless otherwise agreed by MGVCL, MGVCL shall not be obligated to procure power beyond the Expiry Date.

2.3 Early Termination

2.3.1 This Agreement shall terminate before the Expiry Date if either MGVCL or SPGterminates the Agreement, pursuant to Article 13 of this Agreement.

2.4 Survival

2.4.1 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 bynecessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability and Indemnification), Article 16 (Governing Law and Dispute Resolution), Article 17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive theTerm or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

2.5 Performance Bank Guarantee (PBG)

2.5.1. The Performance Bank Guarantee furnished under this Agreement shall be for guaranteeing the successful commissioning of the Project for power up to the Contracted Capacity within the time specified in this Agreement.

2.5.2. The failure on the part of the SPG to furnish and maintain the Performance Bank Guarantee shall be a material breach of the term of this Agreement on the part of the SPG.

2.5.3. The PBG shall be initially valid from the date of issue until 2 months (i.e. sixty (60) days) beyond the 9 months from the date of signing of Power Purchase Agreement (PPA).

2.5.4. The PBG will be returned to the SPG after successful commissioning of Solar power plant, after taking into account any penalties due to delay in commissioning as per terms and conditions of RfS.

2.5.5. **CFA up to 100% of the total eligible CFA will be released to the RESCO developer through MGVCL on successful operation and performance of solar plant for two months after the commissioning with at least one month CUF as per minimum CUF agreed in PPA, as per MNRE's sanction for the CFA, subject to release of the same by MNRE-GoI**

ARTICLE 3: CONDITIONS SUBSEQUENT

3.1 The SPG agrees and undertakes to secure Project Financing Arrangements for its Project and should provide necessary documents to MGVCL in this regard within six Months from the Date of issue of Work order by MGVCL for the project.

3.2 The SPG shall identify the project land preferably within the distance of Five KM radius of the respective 66/11 KV Sub-station, get ownership of land or its lease rights and make necessary arrangement including ROW, clearances etc for the electrical line between 66/11 KV sub-station and the solar power plant. The SPG shall submit the final land documents before Commercial Operation Date of the project.

ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 *SPG's Obligations*

4.1.1 The SPG undertakes to be responsible, at SPG's own cost and risk, for:

a) The SPG shall be solely responsible and make arrangements for infrastructure for development of the Project and for Connectivity with the 66/11 kV sub- station for confirming the evacuation of power by the Scheduled Commissioning date or COD, whichever is earlier, and all clearances related thereto;

b) obtaining all Consents, Clearances and Permits as required and maintaining all documents;

c) Designing, constructing, erecting, commissioning, completing and testing the Power Project including then RMS in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices;

d) the commencement of supply of power up to the Contracted Capacity to MGVCL no later than the Scheduled Commissioning Date and continuance of the supply of power throughout the term of the Agreement at the agreed CUF;

e) Connecting the Power Project switchyard with the Interconnection Facilities at the Delivery Point. The SPG shall make adequate arrangements to connect the Power Project switchyard with the Interconnection Facilities at Interconnection / Metering / Delivery Point. SPG will be responsible for laying of dedicated 11 KV line from Solar Power Plant to sub-station, construction of bay and related switchgear & metering equipment at sub-station where the plant is connected to the grid and metering is done. SPG will be responsible to set up Remote Metering Systems as per Article 7.2 of this agreement;

f) owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15;

g) fulfilling all obligations undertaken by the SPG under this Agreement.

h) The SPG shall be responsible for directly coordinating and dealing with MGVCL, SLDC and GETCO and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Power and due compliance with deviation and settlement mechanism and the applicable Grid code/State Regulations.

i) The SPG shall be required to follow the applicable rules regarding project registration with the State Nodal Agency GEDA in line with the provisions of the applicable policies/regulations of the State of Gujarat. It shall be the responsibility of the SPG to remain updated about the applicable charges payable to _MGVCL, SLDC, GETCO, GEDA or any other authority under the respective rules, regulations, policies, framework.

j) The technology adopted by SPG shall be in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules having PV Module from ALMM only. However, as per recent amendment by MNRE vide Office Memorandum No: 283/16/2023-GRID SOLAR, Dtd.10.03.2023 (Requirements for Compulsory Registration) Order, 2019 it is to consider that ALMM order is held in abeyance for one financial year, i.e. FY 2023-24. Thus Projects commissioned by 31.03.2024 will be exempted from the requirement of procuring Solar PV modules from ALMM. However, Order/clarifications issued by MNRE in this regard from time to time will be applicable.

k) All the mandatory standards issued by MNRE and / or BIS regarding project equipments and material shall be followed.

l) The SPG shall be responsible for all payments on account of any taxes, cesses, duties or levies imposed by the GoG 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. All expenses including wheeling / transmission charges and losses, UI / DSM Charges applicable as per GERC / CERC Regulations, upto Delivery Point shall be paid by the SPG without any reimbursement by MGVCL.

m) To procure start up power required for the plant from MGVCL.

n) The SPG shall ensure that he shall not sell power to any other buyer except the MGVCL during the tenure of this PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold the solar power produce from the contracted solar plant strict legal action will be taken again the SPG, including stop deal or black list from Participation in future tender of MNRE in Gujarat and the SPG shall require to refund the proportionate CFA granted for the project by MNRE to MGVCL.

For the recovery of the proportionate CFA, the CFA granted by MNRE for the project will be divided by 25 years to arrive at per year CFA. If any event of sell of power is found at a particular time, the amount to be recovered from the SPG shall be the remaining period of PPA after the event date multiply by per year CFA.

The recovery of the proportionate CFA will be made through the payments of invoices or through remedies taken in accordance with applicable laws. In case of any liquidation of assets of the solar power plants prior to completion of PPA period the first charge shall be towards recovery of the proportionate CFA granted to the project by MNRE.

4.2 Purchase and sale of Contracted Capacity

4.2.1 Subject to the terms and conditions of this Agreement, the SPG undertakes to sell to MGVCL and MGVCL undertakes to pay Tariff for all the energy supplied at the Delivery Point corresponding to the Contracted Capacity.

4.3 Right to Contracted Capacity & Energy

4.3.1 MGVCL, in any Contract Year shall not be obliged to purchase any additional energy from the SPG beyond the contract capacity. If for any Contract Year except for the first year of operation, it is found that the SPG has not been able to generate and supply minimum energy of ____________KWH **(Units) (corresponding to 19% minimum CUF) for ____________Feeder/substation level Solar plant** during the term of the agreement except force majeure conditions as defined in the Article -11__ of the PPA. **The non-compliance by SPG shall make the SPG liable to pay the compensation.** MGVCL shall not be obliged to purchase energy in excess of maximum CUF of 30% during any contract year. If MGVCL decides to purchase the excess energy beyond CUF of 30%, the payments for such excess energy shall be made at 75% of the PPA tariff. For the first year of operation, the above limits shall be considered on pro-rata basis. The lower limit will, however be relaxable by MGVCL to the extent of grid non-availability attributable of MGVCL / GETCO.

4.3.2 This compensation (as mentioned in above para 4.3.1) shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such penalty would ensure that the MGVCL is offset for all potential costs associated with low generation and supply of power under the PPA. **The compensation payable to MGVCL by the SPG shall be at 25% (twenty-five percent) of PPA tariff on the shortfall in energy.** This compensation shall not be applicable in events of Force Majeure identified under PPA.

4.3.3 At any point of time block, the peak of capacity shall not reach higher than the contracted capacity at the point where power is injected in the grid. The SPG shall forego the excess generation and reduce the output to the contract capacity and shall be required to pay the penalty/charges, **25% of Tariff rate + applicable taxes** in case of failure to do so. The SPG shall install adequate protection equipment at the interconnection point to avoid excess energy feeding into the grid and failure to do so shall entitle DISCOM to not pay for the additional energy over and above the contracted capacity.

4.4 Extensions of Time

4.4.1 In the event that the SPG is prevented from performing its obligations under Article 4.1 by the Scheduled Commissioning Date due to:

(a) any MGVCL Event of Default; or

(b) Force Majeure Events affecting MGVCL, or

(c) Force Majeure Events affecting the SPG,

the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject toArticle 4.4.4, for a reasonable period but not less than 'day for day' basis, to permit the SPG or DISCOM through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPG or MGVCL, or till such time such Event of Default is rectified by MGVCL if delay is attributable to MGVCL.

4.4.2 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be exist by the relevant circumstance on the time period by which the Scheduled Commissioning Date or the Expiry Date should be deferred, any Party may raise the Dispute to be resolved in accordance with Article 16.

4.4.3 As a result of such extension, the newly determined Scheduled Commissioning Date and newly determined Expiry Date shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.

4.4.4 Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall not be allowed beyond the date pursuant to Article 4.5.2.

4.4.5 Delay in commissioning of the project beyond the scheduled commissioning date for reasons other than those specified in Article 4.4.1 shall be an event of default on part of the SPG and shall be subject to the consequences specified in the Article 4.5.

4.5 Liquidated Damages not amounting to penalty for delay in Commissioning

4.5.1 If the SPG is unable to commission the Project by the Scheduled Commissioning Date other than for the reasons specified in Article 4.4.1, the SPG shall pay to MGVCL, damages for the delay in such commissioning and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per following:

4.5.2 In case any SPG fails to achieve this milestone, MGVCL shall encash the Performance Bank Guarantee (PBG) as liquidated damages (LD) in the following manner:

<u>Delay up to two months</u>: LD equal to the PBG on per day basis. The no. of days

In "month" for the LD calculation shall be considered as 30.

<u>In case the commissioning of the solar power plant is delayed over two months</u>: The complete PBG amount shall be encashed and DISCOM shall have right to terminate the PPA. The decision of MNRE regarding release of CFA shall be binding and to the account of SPG.

In case of delays of plant commissioning due to Force Majeure reasons, the Procurer / MGVCL after having been satisfied with documentary evidences produced by the SPG for the purpose, can extend the time for commissioning date without any financial implications on the SPG.

4.5.3 The SPG further acknowledge that the amount of the liquidated damages fixed is genuine and reasonable pre-estimate of the damages that may be suffered by MGVCL.

4.6 *System Specifications and Quality Control*

4.6.1 All components used for installation of solar power plants shall conform to applicable BIS / MNRE specifications and follow quality control guidelines issued by MNRE.

It will be mandatory to use domestically manufactured modules only.

4.6.2 Erection of 11 KV Line network shall be confirming to relevant standards.

4.7 *Third Party Verification*

4.7.1 The SPG shall be further required to provide entry to the site of the Power Project free of all encumbrances at all times during the Term of the Agreement to MGVCL and a third Party nominated by MGVCL or any Indian Governmental Instrumentality for inspection and verification of the works being carried out by the SPG at the site of the Power Project.

4.7.2 The third party may verify the construction works/operation of the Power Project being carried out by the SPG and if it is found that the construction works/operation of the Power Project is not as per the Prudent Utility Practices, it may seek clarifications from SPG or require the works to be stopped or to comply with the instructions of such third party.

4.8 *Breach of Obligations*

4.8.1 The Parties herein agree that during the subsistence of this Agreement, subject to MGVCL being in compliance of its obligations & undertakings under this Agreement, the SPG would have no right to negotiate or enter into any dialogue with any third party for the sale of Contracted Capacity of power which is the subject matter of this Agreement. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.

4.9 *Generation compensation for Off-take constraints*

4.9.1 Generation Compensation in offtake constraints due to Grid Unavailability: During the operation of the plant, MGVCL shall endeavor to ensure 95% of grid availability in a contract year. However, there can be some periods where the Project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the SPG. In such cases, subject to the submission of documentary evidences from the competent authority, the generation compensation shall be restricted to the following and there shall be no other claim, directly or indirectly against MGVCL:

Duration of Grid unavailability	***Provision* for Generation Compensation**
Grid unavailability in excess of	*Generation Loss = [(Average Generation per hour*

5% in a contract year as defined in the PPA(only period from 8 am to 6 pm to be counted):	***during the Contract Year) × (number of hours of grid unavailability during the Contract Year)]*** Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year.

The excess generation beyond 19% CUF by the SPG equal to this generation loss shall be procured by MGVCL at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years and no further compensation shall be made by MGVCL to SPG.

4.9.2 Offtake constraints due to Backdown: The SPG shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In the eventuality of backdown, subject to the submission of documentary evidences from the competent authority, the SPG shall be eligible for a minimum generation compensation, from MGVCL, restricted to the following and there shall be no other claim, directly or indirectly against MGVCL.

Duration of Backdown	***Provision* for Generation Compensation**
Hours of Backdown during a monthly billing cycle.	***Mininum Generation Compensation = 100% of [(Average Generation per hour during the month) X (number of backdown hours during the month)] X PPA tariff*** Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month

The SPG shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions. The Generation Compensation shall be paid as part of the energy bill for the successive month after JMR.

ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1 Synchronization, Commissioning and Commercial Operation

5.1.1 The SPG shall give MGVCL at least thirty (30) days' advanced preliminary written notice and at least fifteen (15) days' advanced final written notice, of the date on which it intends to synchronize the Solar Power Project to the Grid System.

5.1.2 Subject to Article 5.1.1, the Power Project may be synchronized by the SPG to the Grid System when it meets all the connection conditions prescribed in applicable Grid Code in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid System.

5.1.3 The synchronization equipment and all necessary arrangements / equipment including 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 SPG at its generation facility of the Power Project at its own cost. The SPG shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the competent authority of the concerned substation/ and checking/verification is made by the concerned authorities of the MGVCL.

5.1.4 The SPG 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. In addition, the SPG will inject in-firm power to grid from 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.

5.1.5 The SPG shall commission the Project within nine (9) Months from the Date of execution of this PPA. Declaration of COD shall be certified by the commissioning committee.

5.1.6 The Parties agree that for the purpose of commencement of the supply of electricity by SPG to MGVCL, liquidated damages for delay etc., the Scheduled Commissioning Date as defined in this Agreement shall be the relevant date.

ARTICLE 6: DISPATCH AND SCHEDULING

6.1 Dispatch and Scheduling

6.1.1 The SPG shall be required to schedule its power as per the applicable regulations of GERC /SLDC or any other competent agency and same being recognized by the SLDC or any other competent authority / agency as per applicable regulation/ law / direction and maintain compliance to the applicable Codes/ Grid Code requirements and directions, if any, as specified by concerned 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 on the account of the SPG.

6.1.2 The SPG shall be responsible for directly coordinating and dealing with the MGVCL, State Load Dispatch Centers, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Power and due compliance with deviation and settlement mechanism and the applicable Grid code Regulations.

6.1.3 The SPG shall be responsible for any deviation from scheduling and for any resultant liabilities on account of charges for deviation as per applicable regulations. UI /DSM charges on this account shall be directly paid by the SPG.

6.1.4 Auxiliary power consumption will be treated as per the orders of GERC or concerned GERC regulations. The charges for net import of energy by the solar power plant from the grid shall be billed at HTP-III tariff by MGVCL. The SPG shall not undertake any other commercial activity within the project premises except generation of Solar Power under this contract.

ARTICLE 7: METERING, GRID CONNECTIVITY AND REMOTE MONITORING SYSTEM

7.1.1. Metering and grid connectivity of the projects would be the responsibility of the SPG in accordance with the prevailing guidelines / practices of MGVCL and / or CEA. MGVCL may facilitate in the process; however, the entire responsibility & cost lies only with the SPG.

7.1.2. Meters and metering equipment (CT-PT sets) specifications shall be complied with CEA metering regulations and shall be tested as per provision of GERC order / directives and as per IS 14697 at CPRI or at any NABL accredited / distribution licensee lab before installation at site at the cost of SPG and should be properly sealed in the presence of designated authority from MGVCL at the time of installation.

7.1.3. The solar power generator shall install Metering infrastructure and Remote Monitoring System (RMS) as per the philosophy explained in the **Annexure-1**

ARTICLE 8: INSURANCES

8.1 Insurance

8.1.1 The SPG shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against theft, damage, fire and damage or loss due to natural calamities, Cyclones, earthquake, flood, riots, etc. consistent **with Prudent Utility Practice** and all such risks to keep the Project in good condition and shall take Industrial All Risk insurance policy covering risks against any loss or damage, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements, and under the applicable laws.

8.2 Application of Insurance Proceeds

8.2.1 In case of the Project not being implemented through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

In case of the Project being financed through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be applied as per such Financing Agreements.

8.2.2 If a Force Majeure Event under the insurance contract renders the Power Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, MGVCL shall have claim on such proceeds of such Insurancelimited to outstanding dues of MGVCL against SPG.

8.3 Effect on liability of DISCOM

8.3.1 Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the SPG can claim compensation, under any Insurance shall not be charged to or payable by MGVCL. It is for the SPG to ensure that appropriate insurance coverage is taken for payment by the insurer for the entire loss and there is no under insurance or short adjustment etc.

ARTICLE 9: APPLICABLE TARIFF

9.1 The SPG shall be entitled to receive the Tariff of.........................per kWh, fixed for the entire term of 25 years (unless extended by both the parties on mutual agreement), with effect from the COD, for the power sold to MGVCL as reflected in the State Energy Accounts published by SLDC Guajrat.

ARTICLE 10: BILLING AND PAYMENT

10.1.1 Energy measurement for Monthly billing

a) The SPG shall raise the invoice after issuance of State Energy Account by SLDC each month and submit the relevant extracts thereof along with the monthly invoice.

b) Subsequently, the SPG shall furnish the joint meter reading report (JMR)/Energy Account, duly verified by its authorized representative and concerned Executive Engineer, along with downloaded CMRI data (of all three meters) of 15 minutes time block to The Chief Engineer SLDC, Vadodara, as well as to The Chief Engineer (Proj) MGVCL, Vadodara through courier and/or e-mail along with the Monthly Bill (final energy net of import and export, multiplied by the Rs. per kWh tariff as per PPA and reactive power charges compensation) on the same day (i.e. 1st day of the month).

c) Provided that:

   i. if the date of commencement or supply of power falls during the period between the first (1^{st}) day and up to and including the fifteenth (15^{th}) dayof a Month, the first Monthly Bill shall be issued for the period until the last day of such Month, or

   ii. if the date of commencement of supply of power falls after the fifteenth (15^{th}) day of a Month, the first Monthly Bill shall be issued for the period commencing from the Delivery Date until the last day of the immediately following Month.

d) Provided further that if a Monthly Bill is received on or before the second (2nd)day of a Month, it shall be deemed to have been received on the second (2nd) Business Day of such Month.

e) Provided further that if a Monthly Bill for the immediately preceding Month is issued after 1st day of the next Month, the Due Date for payment of such Monthly Bill shall be extended accordingly.

f) The monthly bills shall be raised by SPG only after issuance of State Energy Account by SLDC.

10.1.2 Inspection and Testing of Meters

a) MGVCL and SPG shall jointly inspect and if necessary, recalibrate the metering system on a regular basis but in any event, at least once every year or at a shorter interval at the request of any of the two parties.

b) Each Meter comprising the metering system shall be sealed by MGVCL, and shallbe opened, tested or calibrated in the presence of both the parties.

10.1.3 Inaccuracy of Meters

a) In case the difference between the energy recorded in the main meter and the check meter for any calendar month is within 0.5%, the energy recorded in the main meter shall be taken as final.

b) However, if the variation exceeds ±0.5%, following steps shall be taken:

   i. Both interface meters (Main as well Check) and metering system shall be tested and checked.

ii. Re-Calibration of both meters at site with reference standard meter of accuracy class higher than the meter under test, if no issues found in step
(a) above.

iii. On carrying out the re-calibration of the main meter, if it is discovered that either the percentage of inaccuracy exceeds ±0.5% or that the main meter is not working, the following procedure in order of priority, whichever is feasible, for arriving at the computation of quantity of energy during the period between the last calibration and the present, shall be followed:

– On the basis energy recorded in the check meter if installed and functioned accurately; or

– By correcting the error, if the percentage of error is ascertainable fromcalibration, tests or mathematical calculation

iv. The correction to the quantity of energy injected shall apply to the following periods (hereinafter referred to as the "Correction Period"):

– To any period of time during which the main meter was known to be malfunctioning or to which the parties mutually agree;

– If the period during which the main meter was malfunctioning is not known or is not agreed to between the parties, the correction shall be applicable for a period equal to half the time elapsed since the date of the preceding calibration test, provided that under no circumstance shall the Correction Period exceed one month.

v. If the difference exists even after such checking or testing, then the defective meter(s) shall be replaced with a tested meter.

vi. In case of conspicuous failures like burning of meter and erratic display ofmetered parameters and when the error found in testing of meter is beyond the permissible limit of error provided in the relevant standard, the meter shall be immediately replaced with a tested meter.

vii. In case where both the Main meter and Check meter fail, energy recorded in the Standby meter shall be considered as final and at least one of the meters shall be immediately replaced by a tested meter by the SPG and bear all the cost of meters and meter replacement.

10.1.4 General

a) From the Commercial Operations Date of the solar power plant, MGVCL shall pay to the Successful SPG the monthly Tariff Payments subject to the adjustments as per provisions of the PPA and submission of following documents:

i. Monthly bill (Injection /Schedule at delivery point as certified by SLDC multiplied by the Rs. per kWhtariff as per PPA)

ii. Relevant Extracts of State Energy Account.

b) All Tariff Payments by MGVCL shall be in Indian Rupees.

c) The SPG shall be required to make arrangements and payments for import of energy (if any) as per applicable regulations.

Reactive power charges or any other charges as per GERC order / regulationsshall be payable by SPG as per provisions of PPA.

10.1.5 Delivery and Content of Monthly Bills/Supplementary Bills

a) The SPG shall issue to MGVCL hard copy of a signed Monthly Bill for the immediately preceding Month based on the State Energy Account along with all relevant documents (payments made by SPG for drawl of power, payment of reactive energy charges, Metering charges or any other charges as per regulations of CERC/GERC shall not be a part of bill raised by SPG to MGVCL)

b) Each Monthly Bill shall include all charges as per the Agreement for the energy supplied for the relevant Month based on State Energy Account. The Monthly Bill amount shall be the product of the energy as per Energy Accounts and the applicable levelized tariff. Net energy import from the grid shall be billed at HTP-III tariff.

10.1.6 Payment of Monthly Bills

a) On receipt of JMR/Energy Account along with CMRI data (of both meters) and bill, Superintending Engineer (DSM cell) MGVCL shall verify the readings and subsequent share the same along with original bill and other relevant documents to MGVCL.

MGVCL shall make payment of the amounts due in Indian Rupees within thirty (30) days from the date of receipt of the Tariff Invoice by the Chief Engineer (Project) MGVCL.

b) As defined under the PPA, Due Date of Payment" in respect of a Tariff Invoice means the date, which is 30 (thirty) days from the date of receipt of such invoices by the designated official of the MGVCL. The Tariff Invoice shall include relevant documents.

All payments required to be made under this Agreement shall also include any deduction or set off for:

i. deductions required by the Law; and

ii. Amount claimed by MGVCL, if any, from the SPG, will be adjusted from the monthly energy payment.

iii. Charges for net import of energy by the solar plant from the grid shall be as per HTP-III Tariff as per GERC

a) The SPG shall open a bank account (if not having any bank account) for all Tariff Payments to be made by MGVCL to the SPG and notify MGVCL of the details ofsuch account at least sixty (60) Days before the dispatch of the first Monthly Bill.

10.1.7 Late Payment Surcharge

(1) For payment of Monthly bill by MGVCL, if paid after Due Date of Payment, a late Payment charge shall be payable by MGVCL to the SPG on the payment outstanding after the due date at the base rate of Late Payment Surcharge

applicable for the period for the first month of default.

(2) The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time.

(3) Provided that the rate at which Late Payment Surcharge shall be payable shall not exceed the rate of seven (7) percent in excess of the SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI, on the amount of outstanding payment, calculated on a week or part thereof basis viz.

$$= \frac{\text{(SBI MCLR rate + 7\%)}}{52} \text{ per week or part thereof.}$$

(4) Provided further that all Payments shall be first adjusted towards Late Payment Surcharge and thereafter, towards monthly charges, starting from the longest overdue bill.

(5) The Late Payment Surcharge shall be claimed by SPG through the supplementary bill.

(6) The Late Payment Surcharge shall be governed as per the provisions of Electricity (Late Payment Surcharge) Rules, 2021 issued by Ministry of Power, Government of India vide notification dated 22.02.2021 and subsequent amendments or replacements thereof issued from time to time.

10.1.8 Rebate

a) For payment of any Bill on or before Due Date, the following Rebate shall be paid by the SPG to MGVCL in the following manner and the SPG shall not raise any objections to the payments made under this article.

   i. For payment of Monthly Bill by MGVCL, if paid before Due Date of Payment, a Rebate shall be deducted by MGVCL at the rate of seven (7) percent in excess of the applicable SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI, on the amount paid before due date, calculated on a week or part thereof basis viz.

$$= \frac{\text{(SBI MCLR rate + 7\%)}}{52} \text{ per week or part thereof.}$$

10.1.9 Payment of Supplementary Bills

a) Either party may raise a ("Supplementary Bill") for payment on account of adjustments required by the Energy Accounts (if any) and such Supplementary Bill shall be paid by the other Party.

b) The Parties shall remit all amounts due under a Supplementary Bill to the Designated Account by the Due Date.

c) The Rebate and Late Payment Surcharge shall be applicable at the same terms applicable to the Monthly Bill.

10.1.10 Payment Security Mechanism

Letter of Credit (LC):

a) MGVCL shall provide to the SPG, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained which may be drawn upon by the SPG in accordance with the PPA.

b) Not later than one (1) Month before the start of supply, MGVCL through a scheduled bank open a Letter of Credit in favour of the SPG, to be made operative from a date prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to:

   i. for the first Contract Year, equal to the estimated average monthly billing;

   ii. for each subsequent Contract Year, equal to the average of the monthly billing of the previous Contract Year.

c) Provided that the SPG shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawl in a Month.

d) Provided further that if at any time, such Letter of Credit amount falls short of the amount specified above due to any reason whatsoever, MGVCL shall restore such shortfall within fifteen (15) days.

e) MGVCL shall cause the scheduled bank issuing the Letter of Credit to intimatethe SPG, in writing regarding establishing of such irrevocable Letter of Credit.

f) MGVCL shall ensure that the Letter of Credit shall be renewed not later than its expiry.

g) All costs relating to opening, maintenance of the Letter of Credit shall be borne by the SPG.

h) If MGVCL fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the Due Date, then, subject to above, the SPG may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from MGVCL, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, in accordance with above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

   i. a copy of the Monthly Bill or Supplementary Bill which has remained unpaid to SPG and;

   ii. a certificate from the SPG to the effect that the bill at item (a) above, or specified part thereof, is in accordance with the Agreement, is not disputed and hasremained unpaid beyond the Due Date;

10.1.11 **Disputed Bill**

a) If MGVCL does not dispute a Monthly Bill or a Supplementary Bill raisedby the SPG within thirty (30) days of receiving such Bill shall be taken as conclusive.

b) If MGVCL disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay undisputed amount of the invoice amount and it shall within fifteen 30 days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

i. the details of the disputed amount;

ii. its estimate of what the correct amount should be; and

iii. all written material in support of its claim.

c) If the SPG agrees to the claim raised in the Bill Dispute Notice, the SPG shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.

d) If the SPG does not agree to the claim raised in the Bill Dispute Notice, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to MGVCL (i.e. office of Superintending Engineer (DSM Cell), MGVCL) providing:

i. reasons for its disagreement;

ii. its estimate of what the correct amount should be; and

iii. all written material in support of its counter claim.

e) Upon receipt of the Bill Disagreement Notice by Superintending Engineer (DSM Cell), MGVCL, authorized representative(s) or a director of the board of directors/ member of board of the MGVCL and SPG shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

f) If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice, the matter shall be referred to Dispute resolution in accordance with Article 16 of PPA.

g) For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, MGVCL shall, without prejudice to its right to Dispute, be underan obligation to make payment of undisputed amount of the invoice amount in the Monthly Bill.

ARTICLE 11: FORCE MAJEURE

11.1 Definitions

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

11.2 Affected Party

11.2.1 An affected Party means DISCOM or the SPG whose performance has been affectedby an event of Force Majeure.

11.3 Force Majeure Events

a) Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of Force Majeure events under this Agreement) or failure to meet milestone dates due to any event or circumstance (a "Force Majeure Event") beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following:

i) acts of God;

ii) typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;

iii) acts of war (whether declared or undeclared), invasion or civil unrest;

iv) any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the SPG or MGVCL of any Law or any of their respective obligations under this Agreement);

v) inability despite complying with all legal requirements to obtain, renew or maintain required licenses or Legal Approvals;

vi) earthquakes, explosions, accidents, landslides; fire;

vii) expropriation and/or compulsory acquisition of the Project in whole or in part by Government Instrumentality;

viii) chemical or radioactive contamination or ionizing radiation; or

ix) damage to or breakdown of transmission facilities of GETCO/ DISCOMs;

x) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.

11.4 Force Majeure Exclusions

a) Force Majeure shall not include the following conditions, except to the extent that they are consequences of an event of Force Majeure:

1. Unavailability, Late Delivery or Change in cost of plants and machineries, equipment, materials, spares parts or consumables for the project;
2. Delay in performance of any contractor / sub contractor or their agents;
3. Non performance resulting from normal wear and tear experience in power generation materials and equipment;
4. Strike or Labour Disturbances at the facilities of affected parties;
5. Insufficiency of finances or funds or the agreement becoming onerous to perform, and
6. Non performance caused by, or concerned with, the affected party's

I. Negligent and intentional acts, errors or omissions;

II. Failure to comply with Indian law or Indian Directive; or

III. Breach of, or default under this agreement or any Project agreement or Government agreement.

b) The affected Party shall give notice to other party of any event of Force Majeure as soon as reasonably practicable, but not later than 7 days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If any event of Force Majeure results in a breakdown of communication rendering it not reasonable to give notice within the applicable time limit specified herein, then the party claiming Force Majeure shall give notice as soon as reasonably practicable after reinstatement of communication, but not later than one day after such reinstatement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed, and the Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other party may reasonably request about the situation.

c) The affected Party shall give notice to the other Party of (1) cessation of relevant event of Force Majeure; and (2) cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this agreement, as soon as practicable after becoming aware of each of these cessations.

d) To the extent not prevented by a Force Majeure event, the affected party shall continue to perform its obligations pursuant to this agreement. The affected party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

11.5 Available Relief for a Force Majeure Event

No Party shall be in breach of its obligations pursuant to this agreement 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.

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

ARTICLE 12: CHANGE IN LAW

12.1 Definitions

"Change in Law" shall refer to the occurrence of any of the following events notified after the Bid Deadline.

a) the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any statute, decree, ordinance or other law, regulations, notice, circular, code, rule or direction by Governmental Instrumentality or a change in its interpretation by a Competent Court of law, tribunal, government or statutory authority or any of the above regulations, taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity.

b) Modification / changes in rates of Goods & Service Tax (GST) between bid deadline date and Schedule Commercial Operation Date which have direct effect on the cost of solar PV modules.

12.2 Relief for Change in Law

a) In case Change in Law on account of 12.1 (a) above results in the SPG'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 SPG shall be appropriately increased or decreased with due approval of GERC.

b) In case of Change in Law on account of 12.1 (b) above, the SPG shall be allowed an increase / decrease in tariff of 1 paise / unit for every increase / decrease of Rs. 2 Lakh per MW in the Project Cost incurred upto the Scheduled Commercial Operation Date upon submission of proof of payment made by the SPG towards GST to the concerned Authority and with due approval of GERC. This increase / decrease in tariff due to this change in cost of solar PV modules shall be limited to actual DC capacity or 150% (One hundred & fifty percent) of contracted AC capacity, whichever is lower.

c) MGVCL or SPG, 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.

d) The revised tariff shall be effective from the date of such Change in Law as approved by GERC.

ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1 SPG Event of Default

13.1.1 The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by DISCOM of its obligations under this Agreement, shall constitute an SPG Event of Default:

(i) the failure to commence supply of power to DISCOM up to the Contracted Capacity, by the end of the period specified in Article 4, or failure to continue supply of Contracted Capacity to DISCOM after Commercial Operation Date throughout the term of this Agreement, or

if

- the SPG assigns, mortgages or charges or purports to assign, mortgage or chargeany of its assets or rights related to the Power Project in contravention of the provisions of this Agreement; or
- the SPG transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer

- is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
- is to a transferee who assumes such obligations under this Agreement and theAgreement remains effective with respect to the transferee;

if

a. the SPG becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or

b. any winding up or bankruptcy or insolvency order is passed against the SPG, or

c. the SPG goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the SPG will not be a SPG Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the SPG and expressly assumes all obligations of the SPG under this Agreement and is in a position to perform them; or

(i) the SPG repudiates this Agreement and does not rectify such breach within aperiod of thirty (30) days from a notice from DISCOM in this regard; or

(ii) except where due to any DISCOM's failure to comply with its material obligations, the SPG is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SPG within thirty (30) days of receipt of first notice in this regard given by DISCOM .

(iii) Occurrence of any other event which is specified in this agreement to be a materialbreach/default of the SPG

(iv) except where due to any DISCOM's failure to comply with its material obligations, the SPG is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SPG within thirty (30) days of receipt of first notice in this regard given by DISCOM.

(v) Failure on the part of the SPG 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.

(vi) Failure on part of the SPG to maintain the minimum shareholding of 51% for a period of one year after Commercial Operation Date of the Project.

(vii) Failure to supply power in terms of the PPA

(viii) Failure to make any payment required to be made to DISCOM under this agreement within three (3) months after the due date of a valid invoice raised by the DISCOM on the SPG.

(ix) SPG fails to make compensation payment to MGVCL towards shortfall in supply for not achieving 19% guaranteed CUF during contract years.

13.2 DISCOM Event of Default

13.2.1 The occurrence and the continuation of any of the following events, unless any suchevent occurs as a result of a Force Majeure Event or a breach by the SPG of its obligations under this Agreement, shall constitute the Event of Default on the partof defaulting DISCOM:

(i) DISCOM fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 11, for a period of ninety (90) days after the Due Date and the SPG is unable to recover the amount outstanding to the SPG through the Letter of Credit,

(ii) DISCOM repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the SPG in this regard; or

(iii) If DISCOM 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 DISCOM 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 DISCOM and expressly assumes all obligations under this agreement and is in a position to perform them.

13.3 Procedure for cases of SPG Event of Default

13.3.1Upon the occurrence and continuation of any SPG Event of Default under Article 13.1, DISCOM shall have the right to deliver to the SPG, with a copy to the representative of the lenders to the SPG with whom the SPG has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (DISCOM Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice and calling upon the SPG to remedy the same. Where a "Default Notice" has been issued with respect to an Event of Default, which requires the co-operation of both DISCOM and the SPG to remedy, DISCOM shall render all reasonable co-operation to enable the Event of Default to be remedied without any legal obligations. Upon being in default on account of failure to commission the project within Scheduled Commercial Operation Date, the SPG shall be liable to pay liquidated damages as per Article 4.5 whereas for failure to supply power in terms of Article 4.3, the SPG shall be liable to make payment of compensation as per the said clause. For other cases, the damages shall be as under.

a. At the expiry of 90 (ninety) 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 SPG shall have liability to make payment toward compensation to DISCOM equivalent to three (3) years billing at 19% CUF for its contracted capacity. Also, DISCOM 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.

b. b. In addition to the levy of damages as aforesaid, in the event of a default by the SPG, the lenders shall be entitled to exercise their rights to seek substitution of the SPG by a selectee, in accordance with the substitution agreement and in concurrence with DISCOM. However, in the event the lenders are unable to substitute the defaulting SPG within the stipulated period, DISCOM may terminate the PPA and acquire the Project assets for an amount equivalent to 90% of the debt due by issuing a "Termination Notice" / "Takeover Notice", failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

c. Provided that any substitution under this Agreement can only be made with the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by DISCOM.

d. The lenders in concurrence with DISCOM, may seek to exercise the right of substitution under by an amendment or novation of the PPA in favour of the selectee. The SPG shall cooperate with DISCOM to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized. 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 the developer-SPG to DISCOM.

13.3.2 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.4 Procedure for cases of DISCOM Event of Default

13.4.1 Upon the occurrence and continuation of any DISCOM Event of Default specified in Article 13.2, the SPG shall have the right to deliver to DISCOM, a SPG Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue and calling upon DISCOM to remedy the same.

13.4.2 DISCOM with the prior consent of the SPG may novate its part of the PPA to any third party, including its Affiliates within the period of 7 days following the expiry of notice period. In the event the aforesaid novation is not acceptable to the SPG, or if no offer of novation is made by the defaulting Procurer/ DISCOM within the stipulated period of 7 days, then the SPG may terminate the PPA and at its discretion require the defaulting Procurer/ DISCOM to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and 110% (one hundred and ten per cent) of the adjusted equity as detailed below, less insurance cover, if any by issuing a "Termination Notice" / "Takeover Notice", or, (ii) pay to the SPG, damages, equivalent to 6 (six) months billing at contracted CUF, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the SPG.

13.4.3 In the event of such termination of PPA, any damages or charges payable to GETCO/ DISCOM, for the connectivity of the plant, shall be borne by DISCOM.

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

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

ii. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity");

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

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

13.4.5 "Debt Due" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

i. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the 'Principal') but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date;

ii. All accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in sub-clause (i) above until the Transfer Date but excluding: (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Utility Default, and (iv) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost. Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken. Provided further that the Debt Due, on or after COD, shall in no case exceed 80% (eighty percent) of the Total Project Cost."

13.4.6 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.4.7 After a period of two hundred ten (210) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or DISCOM Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, DISCOM under intimation to SPG shall, subject to the prior consent of the SPG, novate its part of the PPA to any third party, including its Affiliates within the stipulated period. In the event the aforesaid novation is not acceptable to the SPG, or if no offer of novation is made by DISCOM within the stipulated period, then the SPG may terminate the PPA and at its discretion require DISCOM to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and 110% (one hundred and fifty per cent) of the adjusted equity or, (ii) pay to the SPG, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the SPG.

Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the SPG.

ARTICLE 14: LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 **The SPG's indemnity** - The SPG agrees to defend, indemnify and hold harmless DISCOM, 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 SPG, or by an officer, director, sub-contractor, agent or employee of the SPG 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, DISCOM, or by an officer, director, sub-contractor, agent or employee of the DISCOM.

14.1.2 **DISCOM's Indemnity** - DISCOM agrees to defend, indemnify and hold harmless the SPG, 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 DISCOM, or by an officer, director, sub-contractor, agent or employee of DISCOM 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 SPG, or by an officer, director, sub-contractor, agent or employee of the SPG.

ARTICLE 15: ASSIGNMENTS AND CHARGES

15.1 Assignments

15.1.3 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.

15.1.3 Provided however, no approval is required from DISCOM for the assignment by the SPG 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.

15.1.3 In furtherance of the foregoing, DISCOM acknowledges that the Financing Documents may provide that upon an event of default by the SPG under the Financing Documents, the Financing Parties may cause the SPG to assign to a third party the interests, rights and obligations of the SPG thereafter arising under this Agreement. DISCOM further acknowledges that the Financing Parties, may, in addition to the exercise of their rights as set forth in this Section, cause the SPG 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 SPG thereafter arising under this Agreement.

15.2 Permitted Charges

15.2.1 SPG shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 15.1

ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law

16.1.1 This Agreement shall be governed by and construed in accordance with the Electricity Act 2003 and other applicable Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of Gujarat Electricity Regulatory Commission.

16.2 Dispute Resolution

16.2.1 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.

16.2.2 The Parties hereto agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.

16.2.3 Each Party shall designate in writing and communicate to the other Party its own representative who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of the Parties hereto to make decisions by mutual agreement.

16.2.4 In the event that such differences or disputes between the Parties are not settled through mutual negotiations within sixty (60) days, after such dispute arises, then it shall be adjudicated by GERC in accordance with the law.

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1 Amendment

17.1.1 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, DISCOM may consider any amendment or change that the Lenders may require to be made to this Agreement.

17.2 Waiver

17.2.1 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.

17.3 Severability

17.3.1 The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this

Agreement.

17.4 Notices

17.4.1 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 SPG

Name & Designation	
Address	

Email	
Mobile /Whatsapp No.	
Telephone	

In case of DISCOM

Name & Designation	
Address	
Email	
Telephone	

17.5 Language

17.5.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

17.5.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

17.6 Restriction of Shareholders / Owners' Liability

17.6.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement, shall be restricted tothe extent provided in the Indian Companies Act, 2013.

17.7 Taxes and Duties

17.7.1 The SPG shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the SPG, contractors or their employees that are required to be paid by the SPG as per the Law in relation to the execution of the Agreement andfor supplying power as per the terms of this Agreement.

17.7.2 DISCOM shall be indemnified and held harmless by the SPG against any claims that may be made against DISCOM in relation to the matters set out in Article 17.9.1.

17.7.3 DISCOM shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the SPG by DISCOM on behalf of SPG.

17.8 Independent Entity

17.8.1 The SPG shall be an independent entity performing its obligations pursuant to the Agreement.

17.8.2 Subject to the provisions of the Agreement, the SPG shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the SPG or contractors engaged by the SPG in connection with the performance of the Agreement shall be under the complete control of the SPG and shall not be deemed to be employees, representatives, contractors of DISCOM and nothing contained in the Agreement or in any agreement or contract awarded by the SPG shall be construed to create any contractual relationship between any such employees, representatives or contractors and DISCOM.

17.9 Compliance with Law

17.9.1 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.

17.10 Order of priority in application

17.10.1 In case of inconsistencies in the agreements executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority shall be as mentioned below:

(i) applicable Law, rules and regulations framed thereunder,

(ii) this Agreement

17.11 Affirmation

17.11.1 The SPG and MGVCL, both affirm that;

a) neither it nor its respective directors, employees, or agents has paid or undertaken to pay or shall in the future pay any unlawful commission, bribe, pay-off or kick- back; and

b) it has not in any other manner paid any sums, whether in Indian currency or foreign currency and whether in India or abroad to the other Party to procure this Agreement, and the SPG and DISCOM hereby undertake not to engage in any similar acts during the Term of Agreement.

17.12 No consequential or Indirect Losses

17.14.1. The liability of the Seller and the Procurers is limited to that explicitly provided in this Agreement.

17.14.2. Provided that notwithstanding anything contained in this Agreement, under no event shall the Procurers or the Seller claim from one another any indirect or consequential losses or damages.

17.13 ***Breach of Obligations***

17.13.1 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.

17.14 ***Books and Records:*** *The SPG shall maintain books of account relating to the Project in accordance with generally accepted Indian accounting principles.*

17.15 ***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.*

17.16 ***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.*

17.17 ***Entire Agreement, Appendices:*** *This Agreement constitutes the entire agreement between DISCOM and the SPG, 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 DISCOM and the SPG shall consult to resolve the inconsistency.

17.18 ***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 have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

Signature	Signature with Seal
______________________	MADHYA Gujarat Vij Company Ltd.
Solar Power Generator	DISCOM
Witness:	Witness:

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ANNEXURE-3

List of Substation wise Solar Power plants with details 11 KV feeders Covered, Notified Plant Capacity, Annual Energy requirment, EMD & PBG

Sr. No.	Circle	Division	Sub division	Name of Sub Station 66KV/11KV	Name of Solar Plant (Bid plant Number)	Name of Ag Feeders covered under Sub ststion	No. of Ag Feeders	No. of Ag. Connections (up to 7.5HP)	Total Consumption up to 7.5 HP Eligible for CFA (KWH)	Solar Plant capacity considering eligible CFA (Considering 19% CUF) up to 7.5 HP	Notified Solar Plant capacity in MW (in multiple of 0.5 MW)	Estimated Project cost (i.e. @Rs. 3.5 Cr per MW) (Rs. In Cr.)	EMD@Rs. 1 Lakh per MW (Rs.) in Lakh	PBG@Rs. 5 Lakh per MW (Rs.) in Lakh
1	Baroda (O&M)	Dabhoi	Dabhoi Rural	66kv Dabhoi	MG-FLS-SS-41	11kv Vadaj, 11kv Mandala, 11kv Palaswada, 11kv Simaliya, 11kv Tharvasa	5	1283	1484151.670	0.892	0.5	3.121	0.892	4.459
2	Baroda (O&M)	Bodeli	Chhotaudepur, Tejgadh	132kv Vasedi	MG-FLS-SS-42	11kv Ode, 11kv Surkheda, 11kv Harwant, 11kv Puniyawat	4	1835	2756386.333	1.656	1.5	5.796	1.656	8.280
3	Baroda (O&M)	Bodeli	Tejgadh	132kv Zoz	MG-FLS-SS-43	11kv Kundal, 11kv Siloj, 11kv Vadhvan	3	2086	3893749.667	2.339	2.0	8.187	2.339	11.695
4	Baroda (O&M)	Bodeli	Pavi Jetpur	66kv Patiya	MG-FLS-SS-44	11kv Gadoth, 11kv Motipura, 11kv Nani Bumdi, 11kv Kukna	4	624	1791668.667	1.076	1.0	3.766	1.076	5.380
5	Baroda (O&M)	Bodeli	Chhotaudepur, Tejgadh	66kv Simal Faliya	MG-FLS-SS-45	11kv Nalej, 11kv Raysingpura, 11kv Chokdi	3	1240	2066242	1.241	1.0	4.344	1.241	6.205
6	Baroda (O&M)	Dabhoi	Kosindra	66kv Bhatpur	MG-FLS-SS-46	11kv Taleti, 11kv Sundarpura, 11kv Velpur	3	585	1128261.333	0.678	0.5	2.373	0.678	3.390
7	Baroda (O&M)	Bodeli	Kawant	66kv Bhekhadiya	MG-FLS-SS-47	11kv Kharamda, 11kv Aathadungri, 11kv Kherka	3	1509	4947224.333	2.972	2.5	10.402	2.972	14.860
8	Baroda (O&M)	Bodeli	Pavi Jetpur	66kv Devmori (Ranglichokdi)	MG-FLS-SS-48	11kv Sajva, 11kv Sakhandra, 11kv Vavdi, 11kv Ambazati	4	3225	7663939	4.605	4.0	16.118	4.605	23.025
9	Baroda (O&M)	Bodeli	Kawant	66kv Kawant-A	MG-FLS-SS-49	11kv Panwad, 11kv Jambli, 11kv Chaparia	3	2102	7072562	4.249	4.0	14.872	4.249	21.245
10	Baroda (O&M)	Bodeli	Kawant	66kv Kawant-B	MG-FLS-SS-50	11kv Saidivasan, 11kv Navalja	2	1302	3676901	2.209	2.0	7.732	2.209	11.045
11	Baroda (O&M)	Dabhoi	Kosindra	66kv Kosindra	MG-FLS-SS-51	11kv Mota Amadara, 11kv Lachharas, 11kv Ladhod, 11kv Chorangla	4	1489	6337690.667	3.808	3.5	13.328	3.808	19.040
12	Baroda (O&M)	Bodeli	Chhotaudepur	66kv Lehwant	MG-FLS-SS-52	11kv Rajuwant, 11kv Bodgam	2	1235	1834790	1.102	1.0	3.857	1.102	5.510
13	Baroda (O&M)	Bodeli	Kawant	66kv Panwad	MG-FLS-SS-53	11kv Manavat, 11kv Motagoda, 11kv Rodadha, 11kv Dhanpur	4	1467	2954576	1.775	1.5	6.213	1.775	8.875
14	Baroda (O&M)	Bodeli	Naswadi	66kv Ratanpur	MG-FLS-SS-54	11kv Lavakui, 11kv Vasvani	2	798	3472416.333	2.086	2.0	7.301	2.086	10.430
15	Baroda (O&M)	Bodeli	Kawant	66kv Rendee	MG-FLS-SS-55	11kv Umathi, 11kv Vajepur, 11kv Nana Vata, 11kv Chichba	4	1374	4228092.333	2.54	2.5	8.890	2.540	12.700
16	Baroda (O&M)	Bodeli	Naswadi	66kv Sengpur	MG-FLS-SS-56	11kv Vankla, 11kv Kandha	2	517	1988051.667	1.194	1.0	4.179	1.194	5.970
17	Baroda (O&M)	Bodeli	Bodeli	66kv Surya	MG-FLS-SS-57	11kv Jojva, 11kv Sagva	2	600	1292644	0.777	0.5	2.720	0.777	3.885
18	BARODA (O&M), Godhra (O&M)	Bodeli, Halol	Pavi Jetpur, Jambughoda	66kv Uchapan	MG-FLS-SS-58	11kv Vaghva, 11kv Narvaniya, 11kv Motavajpur, 11kv Rampura	4	1484	1805720.667	1.084	1.0	3.794	1.084	5.420
19	Baroda (O&M)	Bodeli	Tejgadh	66kv Vadoth	MG-FLS-SS-59	11kv Vasantgadh, 11kv Kadwal, 11kv Chuli	3	1535	2761092.333	1.659	1.5	5.807	1.659	8.295
20	Baroda (O&M)	Bodeli	Naswadi	66kv Vaghach	MG-FLS-SS-60	11kv Bhakha, 11kv Sodhaliya	2	665	3006833.333	1.807	1.5	6.325	1.807	9.035

21	Baroda (O&M)	Baroda	Desar	66kv Ankaliya	MG-FLS-SS-61	11kv Latva, 11kv Jumkha	2	508	2024497.667	1.216	1.0	4.256	1.216	6.080
22	Baroda (O&M)	Baroda	Savli	66kv Savli	MG-FLS-SS-62	11kv Mahisagar, 11kv Wankaner, 11kv Sandhasal, 11kv Desar, 11kv Bahutha	5	1998	5255176.667	3.157	3.0	11.050	3.157	15.785
23	Anand (O&M)	Anand Rural	Bhalej	66kv Bhalej	MG-FLS-SS-63	11kv Fatepura, 11kv Zalabordi, 11kv Rahatalav	3	768	1075040.333	0.646	0.5	2.261	0.646	3.230
24	Anand (O&M)	Anand Rural & Anand City	Anand North, Vidyanagar, Mogri	66kv Jole	MG-FLS-SS-64	11kv Vadtal, 11kv Gokalpura, 11kv Lambhvel, 11kv Valasan	4	609	1037692.333	0.623	0.5	2.181	0.623	3.115
25	Nadiad (O&M)	Nadiad-City	Vaso	66kv Changa	MG-FLS-SS-65	11kv Padgol, 11kv Malataj, 11kv Karoli, 11kv Valetwa, 11kv Dholeshwar, 11kv Ghuntali	6	912	1053074.333	0.633	0.5	2.216	0.633	3.165
26	Nadiad (O&M)	Nadiad-Rural	Dakor, Thasra	66kv Thasra	MG-FLS-SS-66	11kv Amratpura, 11kv Gumadia, 11kv Pipalwada, 11kv Golaj	4	636	1657646	0.996	0.5	3.486	0.996	4.980
27	Nadiad (O&M)	Mehmadabad	Kathlal	66kv Anara	MG-FLS-SS-67	11kv Jarmala, 11kv Shahpur	2	595	1858385.667	1.117	1.0	3.910	1.117	5.585
28	Nadiad (O&M)	Mehmadabad	Kapadvanj East	66kv Antisar	MG-FLS-SS-68	11kv Ramdevpir, 11kv Bariyana Muvada, 11kv Vishvanathpura	3	736	3278379.667	1.97	1.5	6.895	1.970	9.850
29	Nadiad (O&M)	Nadiad-Rural	Balasinor -1, Balasinor-2	Balasinor	MG-FLS-SS-69	11kv Janod, 11kv Vanoda, 11kv Malitadi, 11kv Bhathla, 11kv Fagvel, 11kv Shivling	6	825	2581219.333	1.551	1.5	5.429	1.551	7.755
30	Nadiad (O&M) & Anand (O&M)	Nadiad-City, Anand Rural	Chakalasi, Bhalej	66kv Chaklashi	MG-FLS-SS-70	11kv Surasamal, 11kv Mohrel, 11kv Saloon, 11kv Fatepur, 11kv Rajnagar, 11kv Kasor, 11kv Sadanapura	7	1468	3413317.666	2.05	2.0	7.175	2.050	10.250
31	Nadiad (O&M)	Mehmadabad	Kapadvanj West	66kv Hamirpura (Bhailalkui)	MG-FLS-SS-71	11kv Hamirpura, 11kv Rozavada, 11kv Singhali Mbad, 11kv Kailashkampa	4	1132	7500051	4.506	4.0	15.771	4.506	22.530
32	Nadiad (O&M)	Nadiad-Rural	Balasinor -2	66kv Jorapura	MG-FLS-SS-72	11kv Kadhaiya, 11kv Felsani, 11kv Kambopa, 11kv Raiyoli New	4	897	3234395.333	1.943	1.5	6.801	1.943	9.715
33	Nadiad (O&M)	Mehmadabad	Kheda	66kv Kheda	MG-FLS-SS-73	11kv Gothaj, 11kv Sandhana-1, 11kv Hariala, 11kv Sokhda, 11kv Somnath, 11kv Raghavnaj	6	1153	2661289.333	1.599	1.5	5.597	1.599	7.995
34	Nadiad (O&M)	Mehmadabad	Kapadvanj East, Balasinor-2	66kv Malitadi	MG-FLS-SS-74	11kv Devpura, 11kv Gadadalat, 11kv Khadgodhra, 11kv Ranchhodpura	4	1015	4246501.667	2.551	2.5	8.929	2.551	12.755
35	Nadiad (O&M)	Mehmadabad	Kapadvanj West	66kv Nirmali-A	MG-FLS-SS-75	11kv Lalpur, 11kv Telnar, 11kv Vyas Vasna	3	1172	7453575.67	4.478	4.0	15.673	4.478	22.390
36	Nadiad (O&M)	Mehmadabad	Kapadvanj West	66kv Nirmali-B	MG-FLS-SS-76	11kv Srihora, 11kv Betawada, 11kv Wagheshwari	3	767	4893767.67	2.94	2.5	10.290	2.940	14.700
37	Nadiad (O&M)	Nadiad-City	Chakalasi, Nadiad Rural	66kv Palaiya	MG-FLS-SS-77	11kv Javol, 11kv Nanavaga, 11kv Sodpur, 11kv Mahadev, 11kv Valla	5	1161	4724857.333	2.839	2.5	9.937	2.839	14.195
38	Nadiad (O&M)	Nadiad-Rural	Balasinor -2	66kv Pandva	MG-FLS-SS-78	11kv Dev, 11kv Dhanela, 11kv Vasadra	3	629	2040173.333	1.226	1.0	4.291	1.226	6.130
39	Nadiad (O&M)	Nadiad-Rural	Mahudha	66kv Ruppura	MG-FLS-SS-79	11kv Raghunathpura, 11kv Ruppura, 11kv Mai	3	450	1725781.333	1.037	1.0	3.630	1.037	5.185
40	Nadiad (O&M) & Anand (O&M)	Nadiad-Rural, Anand Rural	Mahudha, Umreth Rural	66kv Sheri (Alina)	MG-FLS-SS-80	11kv Vasana, 11kv Heranj	2	552	1348762.667	0.81	0.5	2.835	0.810	4.050
41	Nadiad (O&M)	Mehmadabad	Kapadvanj West	66kv Shihora	MG-FLS-SS-81	11kv Talpoda, 11kv Rajpur, 11kv Abvel	3	455	2535157	1.523	1.5	5.331	1.523	7.615

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42	Nadiad (O&M)	Mehmadabad	Kapadvanj East	66kv Thavad	MG-FLS-SS-82	11kv Suki, 11kv Fatehpura	2	380	2353674.333	1.414	1.0	4.949	1.414	7.070
43	Nadiad (O&M)	Mehmadabad	Kathlal, Kathlal-2	66kv Torna	MG-FLS-SS-83	11kv Rana, 11kv Hirapura, 11kv Rampura, 11kv G.M., 11kv Bhanavat, 11kv Sardamagar	6	1523	5140524.667	3.089	3.0	10.812	3.089	15.445
44	Nadiad (O&M)	Nadiad-City, Mehemdabad	Vaso, Limbasi	66kv Vaso	MG-FLS-SS-84	11kv Alindra, 11kv Palana, 11kv Dewa, 11kv Shiholdi	4	1358	2307044.667	1.386	1.0	4.851	1.386	6.930
45	Nadiad (O&M)	Mehmadabad	Kapadvanj East, Kapadvanj West	66kv Vyasvasna	MG-FLS-SS-85	11kv Waghas, 11kv Pathoda, 11kv Alwa	3	786	4063394.667	2.441	2.0	8.544	2.441	12.205
46	Godhra (O&M)	Godhra	Santroad	66kv Santroad	MG-FLS-SS-86	11kv Waghjipura, 11kv Asayadi, 11kv Morwahadaf	3	2303	2845752	1.71	1.5	5.985	1.710	8.550
47	Godhra (O&M)	Godhra	Shahera-1, Shahera-2	66kv Shahera	MG-FLS-SS-87	11kv Aniad, 11kv Bahi, 11kv Nada, 11kv Undara	4	910	1051916.33	0.632	0.5	2.212	0.632	3.160
48	Godhra (O&M)	Godhra	Kakanpur	66kv Timba	MG-FLS-SS-88	11kv Nadisar, 11kv Ratanpur	2	413	1930304	1.16	1.0	4.060	1.160	5.800
49	Godhra (O&M)	Godhra	Kakanpur	66kv Tuva	MG-FLS-SS-89	11kv Shivpuri, 11kv Bhima	2	523	1929407.33	1.159	1.0	4.057	1.159	5.795
50	Godhra (O&M)	Halol	Vejalpur, Kalol	66kv Bhadaroli	MG-FLS-SS-90	11kv Naranpura, 11kv Mahelol, 11kv Kharsaliya	3	743	1065175	0.64	0.5	2.240	0.640	3.200
51	Godhra (O&M)	Halol	Kalol	66kv Kalol	MG-FLS-SS-91	11kv Delol, 11kv Alwa, 11kv Sansoli, 11kv Jantral	4	1587	6308147.67	3.79	3.5	13.265	3.790	18.950
52	Godhra (O&M)	Halol	Halol Rural	66kv Khakhariya	MG-FLS-SS-92	11kv Paldi, 11kv Kanjari	2	841	3771329	2.266	2.0	7.931	2.266	11.330
53	Godhra (O&M)	Halol	Halol Rural	66kv Madar	MG-FLS-SS-93	11kv Madar	1	380	975480.6667	0.586	0.5	2.051	0.586	2.930
54	Godhra (O&M)	Halol	Halol Rural	66kv Paldi	MG-FLS-SS-94	11kv Sarnej, 11kv Bodidra	2	445	1774978.667	1.066	1.0	3.731	1.066	5.330
55	Godhra (O&M)	Halol	Jambughoda	66kv Shivrajpur	MG-FLS-SS-95	11kv Gadit, 11kv Kherap, 11kv Vadia, 11kv Chelawada	4	2081	2481911.33	1.491	1.0	5.219	1.491	7.455
56	Godhra (O&M)	Halol	Halol Rural	66kv Tarkhanda	MG-FLS-SS-96	11kv Intwadi, 11kv Varvada	2	705	2593038	1.558	1.5	5.453	1.558	7.790
57	Godhra (O&M)	Halol	Ghoghamba	66kv Ghoghamba-A	MG-FLS-SS-97	11kv Padhora, 11kv Farod	2	1509	4388404	2.637	2.5	9.230	2.637	13.185
58	Godhra (O&M)	Halol	Ghoghamba	66kv Ghoghamba-B	MG-FLS-SS-98	11kv Ranjitnagar, 11kv Kanpur	2	1705	4746955.83	2.852	2.5	9.982	2.852	14.260
59	Godhra (O&M)	Halol	Ghoghamba	66kv Simaliya	MG-FLS-SS-99	11kv Sherpura, 11kv Godli, 11kv Khilodi	3	2909	2393323.83	1.438	1.0	5.033	1.438	7.190
60	Godhra (O&M)	Halol	Vejalpur	66kv Vejalpur	MG-FLS-SS-100	11kv Sureli, 11kv Gusar, 11kv Richhiya, 11kv Khadki	4	1098	1990443	1.196	1.0	4.186	1.196	5.980
61	Godhra (O&M)	Dahod	Devgadhbaria	66kv Devgadhbaria	MG-FLS-SS-101	11kv Guna, 11kv Bamroli, 11kv Gollav	3	2383	1891946.667	1.137	1.0	3.980	1.137	5.685
62	Godhra (O&M)	Dahod	Limdi	66kv Karath (Limdi)	MG-FLS-SS-102	11kv Karamba, 11kv Rupakheda, 11kv Mirakhedi	3	2526	4262016.333	2.561	2.5	8.964	2.561	12.805
63	Godhra (O&M)	Dahod	Dahod Rural-2	66kv Kathla	MG-FLS-SS-103	11kv Uchvania, 11kv Chandvana, 11kv Khangela	3	622	836255.6667	0.502	0.5	1.757	0.502	2.510
64	Godhra (O&M)	Dahod	Limkheda, Zalod	66kv Mota Ambaliya	MG-FLS-SS-104	11kv Pichhoda, 11kv Waghnada, 11kv Chhapri	3	2611	2209511.667	1.328	1.0	4.648	1.328	6.640
65	Godhra (O&M)	Dahod	Devgadhbaria	66kv Piplod	MG-FLS-SS-105	11kv Saliya, 11kv Kaliyakota	2	1273	1327266.333	0.797	0.5	2.790	0.797	3.985
66	Godhra (O&M)	Dahod	Zalod	66kv Zalod	MG-FLS-SS-106	11kv Gamadi, 11kv Kadval, 11kv Varod, 11kv Velpura	4	1879	1812283	1.089	1.0	3.812	1.089	5.445
67	Godhra (O&M)	Lunawada	Santrampur-1, Kadana	66kv Limda Muvadi	MG-FLS-SS-107	11kv Amliyat, 11kv Manchod, 11kv Moti Kharsoli, 11kv Malvan	4	2374	6617716	3.976	3.5	13.916	3.976	19.880
68	Godhra (O&M)	Lunawada	Bakor, Virpur	66kv Limbadiya	MG-FLS-SS-108	11kv Degamda, 11kv Limbadiya, 11kv Rampura	3	1170	1511310.143	0.908	0.5	3.178	0.908	4.540

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69	Godhra (O&M)	Lunawada	Lunawada-1, Santrampur-1, Kadana	66kv Movasa-A	MG-FLS-SS-109	11kv Barela, 11kv Dhunia, 11kv Gengdiya	3	1723	6776766.67	4.072	4.0	14.252	4.072	20.360
70	Godhra (O&M)	Lunawada	Lunawada-1, Santrampur-1, Kadana	66kv Movasa-B	MG-FLS-SS-110	11kv Mota Dharola, 11kv Sada	2	1100	4543533.67	2.73	2.5	9.555	2.730	13.650
71	Godhra (O&M)	Lunawada	Kothamba, Lunawada-1	66kv Varadhari	MG-FLS-SS-111	11kv Dhesiya, 11kv Lalsar, 11kv Hadod, 11kv Kidia, 11kv Aagarwada, 11kv Champeli	6	2284	7485851	4.498	4.0	15.743	4.498	22.490
72	Godhra (O&M)	Lunawada	Bakor	66kv Bakor	MG-FLS-SS-112	11kv Lavana, 11kv Madapur, 11kv Pandarwada	3	2085	1879284.833	1.129	1.0	3.952	1.129	5.645
73	Godhra (O&M)	Lunawada	Virpur	66kv Debhari	MG-FLS-SS-113	11kv Bharodi, 11kv Debhari, 11kv Koydam	3	1162	5374067	3.229	3.0	11.302	3.229	16.145
74	Godhra (O&M)	Lunawada	Kadana	66kv Ditwas	MG-FLS-SS-114	11kv Motirath, 11kv Zalasag	2	1083	1468655.667	0.882	0.5	3.087	0.882	4.410
75	Godhra (O&M)	Lunawada	Kadana	66kv Malvan	MG-FLS-SS-115	11kv Dadhaliya, 11kv Parvatpura	2	576	1676034.667	1.007	1.0	3.525	1.007	5.035
76	Godhra (O&M)	Lunawada	Bakor, Kadana	66kv Mota Khanpur	MG-FLS-SS-116	11kv Vanka, 11kv Talvada, 11kv Ghodiyar, 11kv Dolaria, 11kv Naroda	5	2403	3922965.476	2.357	2.0	8.250	2.357	11.785
77	Godhra (O&M)	Lunawada	Virpur	66kv Salaiya	MG-FLS-SS-117	11kv Bhatpur, 11kv Jambudi	2	1033	3614600.333	2.172	2.0	7.602	2.172	10.860
78	Godhra (O&M)	Lunawada	Santrampur-2	66kv Valakhedi	MG-FLS-SS-118	11kv Hirapur, 11kv Rayaniya, 11kv Gadiya	3	1100	970041	0.583	0.5	2.041	0.583	2.915
79	Baroda (O&M)	Dabhoi	Kosindra	66kv Chalamali	MG-FLS-SS-119	11kv Lalpur, 11v Chhatrali	2	1465	4730471.67	3.306	3.0	11.571	3.306	16.530
80	Baroda (O&M)	Bodeli	Naswadi	66kv Naswadi	MG-FLS-SS-120	11kv Tanakhala, 11kv Chalamali	2	1296	5429084.00	3.262	3.0	11.417	3.262	16.310
TOTAL							**260**	**99740**	**254212602.126**	**153.196**	**134.5**	**536.185**	**153.196**	**765.979**

MGVCL

OFFICE NOTE:

Ref. No.: MGVCL/Proj/DSM/PM KUSUM C FLS TN-7/30	Dt. 25.01.24

Sub:	**Tender of Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode.** ----Corrigendum-I for due dates extension

Ref.:	(1) O.N. No.: MGCOV/SCH/e-file/2784/2024/0050/DSM Cell Dt.02.01.2024 (2) Tender ID : 32807

This has reference to on line tender invited & uploaded on website for Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode. The original due dates for above tender is as under;

Status	Online Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission Last Date	Remarks
Tender No: (MGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-7)	25.01.24	30.01.24	29.01.24	No Bid Received

As on today i.e.25.01.2024 **No bids have been received till due date/time.** Hence, it is proposed to extend above mentioned tender for further 15 days as under;

Status	Online Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission Last Date	Remarks
Corrigendum-I	09.02.24 up to16.00Hrs	12.02.24 at 11.00Hrs	16.02.24 upto 16.00 Hrs	----

The draft corrigendum-I for above mentioned tender for extension in due dates is put up herewith.
Note is put up for approval of extension in due dates for submission of bids for above mentioned tender through Corrigendum-I".

Encl.: Corrigendum-I

25/1/24
DE (DSM)

SE (DSM) 25/1/24

CE (Project) 25/1

94
25-1-24

GM (F&A) 29/1

To,
SE (DSM)

372

MADHYA GUJARAT VIJ COMPANY LTD.
Corporate Office : Sardar Patel Vidyut Bhavan,
2nd Floor, Race Course, Vadodara - 390 007
Phone No. (D) 0265-2330635
e-mail : ceproj.mgvcl@gebmail.com
CIN No. U40102GJ2003SGC042907

AMENDMENT - I

Following amendment in due dates of Tender no: MGVCL/Project/DSM/PM -KUSUM-C-FLS/TN-7 dt.03.01.2024 may please be considered.

- **Due dates are extended as under:**

Tender No.	Description	Tender Fee Rs.	On line Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission last Date
MGVCL/Project/DSM/PM -KUSUM-C-FLS/TN-7	Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode.	Rs.11,800	Extended Up to **09.02.24 up to 16.00Hrs**	**12.02.24 up to 11.00Hrs**	Within 5 days of Bid opening i.e. **16.02.24 upto 16.00 Hrs**

Note: All other terms & conditions of tender remain unchanged.

Note

The interested bidders are requested be in touch with web sites https://tender.nprocure.com and GUVNL & MGVCL web sites www.gseb.com & www.mgvcl.com for any additions/corrections/modification/extension in due dates etc., before physical submission of bid.

Be in touch with above website till opening of the tender

Chief Engineer (Project)

373

Bid Status

Dashboard > Tender Summary Report > **Bid Status**

Current Tender Details

Tender ID: 32807	IFB/Tender Notice No. MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7 DT 03-01-24	Description of Material/Name of Work : RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of MGVCL.
ECV(INR)	Last Date For Bid Submission · 25-01-2024 16:00	Tender Type/Tender Category : Open/WORKS
Location vadodara	Department Energy And Petrochemicals Department	Sub Department . Corporate Office, Technical Section

Bid Status

No of Bids = 0

CLOSE

374
N/S-

MGVCL

OFFICE NOTE:

Ref. No.: MGVCL/Proj/DSM/PM KUSUM C FLS TN-7/ 50	Dt. 09.02.24

Sub:	**Tender of Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode.** ------Amendment-2 for due dates extension

Ref.:	(1) O.N. No.: MGCOV/SCH/e-file/2784/2024/0050/DSM Cell Dt.02.01.2024 (2) Tender ID : 32807

This has reference to on line tender invited & uploaded on website for Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode. The original due dates for above tender is as under;

Status	Online Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission Last Date	Remarks
Tender No: (MGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-7)	25.01.24	30.01.24	29.01.24	No Bid Received
Amendment-1	09.02.24	12.02.24	16.02.24	6nos. Bid Received

As on today i.e.09.02.2024 **6nos. bids have been received till due date/time**. Hence, As directed by the competent authority to have more participation & to incorporate new amendments as per MNRE guidelines it is proposed to extend above mentioned tender for further 20 days as under;

Status	Online Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission Last Date	Remarks
Amendment-2	29.02.24 up to16.00Hrs	01.03.24 at 11.00Hrs	06.03.24 upto 16.00 Hrs	----

The draft **amendment-2** for above mentioned tender for extension in due dates is put up herewith.
Note is put up for approval of extension in due dates for submission of bids for above mentioned tender through amendment-2".

Encl.: Amendment-2

9/2/24
DE (DSM)

SE (DSM) 09/2/24

CE (Project)

152
12-2-24
GM (F&A) 12/2

To,
SE (DSM)

375

MADHYA GUJARAT VIJ COMPANY LTD.

Corporate Office : Sardar Patel Vidyut Bhavan,
2nd Floor, Race Course, Vadodara - 390 007
Phone No. (D) 0265-2330635
e-mail : ceproj.mgvcl@gebmail.com
CIN No. U40102GJ2003SGC042907

AMENDMENT - 2

Following amendment in due dates of Tender no: MGVCL/Project/DSM/PM -KUSUM-C-FLS/TN-7 dt.03.01.2024 may please be considered.

- **Due dates are extended as under:**

Tender No.	Description	Tender Fee Rs.	On line Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission last Date
MGVCL/Project/DSM/PM -KUSUM-C-FLS/TN-7	Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode.	Rs.11,800	Extended Up to **29.02.24 up to 16.00Hrs**	**01.03.24 up to 11.00Hrs**	Within 5 days of Bid opening i.e. **06.03.24 upto 16.00 Hrs**

Note: All other terms & conditions of tender remain unchanged.

Note

The interested bidders are requested be in touch with web sites https://tender.nprocure.com and GUVNL & MGVCL web sites www.gseb.com & www.mgvcl.com for any additions/corrections/modification/extension in due dates etc., before physical submission of bid.

Be in touch with above website till opening of the tender

Chief Engineer (Project)

9 / 2 / 2024 11:41:40

All Dates are in DD/MM/YYYY hh:mm as per Indian Standard Time (IST)

Hi, mgvcltechdbd(Kalpesh B Dhaber .)Madhya Gujarat Vij Company Limited

Bid Status

Dashboard > Tender Summary Report > **Bid Status**

Current Tender Details

Tender ID: 32807	IFB/Tender Notice No. : MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7 DT: 03-01-24	Description of Material/Name of Work . RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of MGVCL.
ECV(INR) :	Last Date For Bid Submission : 09-02-2024 16:00	Tender Type/Tender Category : Open/WORKS
Location . Vadodara	Department : Energy And Petrochemicals Department	Sub Department . Corporate Office, Technical Section

Bid Status

No of Bids = 6

CLOSE

377
N/S-

MGVCL

OFFICE NOTE:

Ref. No.: MGVCL/Proj/DSM/PM KUSUM C FLS TN-7/ 66	Dt. 29.02.24

Sub:	**Tender of Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode.** -----Amendment-2 for due dates extension

Ref.:	(1) O.N. No.: MGCOV/SCH/e-file/2784/2024/0050/DSM Cell Dt.02.01.2024 (2) Tender ID: 32807 (3) MNRE GoI Office Memorandum dt.29.01.2024 & 14.02.2024

This has reference to on line tender invited & uploaded on website for Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode. The original due dates for above tender is as under;

Status	Online Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission Last Date	Remarks
Tender No: (MGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-7)	25.01.24	30.01.24	29.01.24	No Bid Received
Amendment-1	09.02.24	12.02.24	16.02.24	6nos. Bid Received
Amendment-2	29.02.24	01.03.24	06.03.24	13nos. Bid Received

As on today i.e.29.02.2024 **13nos. bids have been received till due date/time.** Hence, As directed by the competent authority to have more participation & to incorporate new amendments as per MNRE guidelines vide ref.(3) it is proposed to extend above mentioned tender for further 11 days as under;

Status	Online Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission Last Date	Remarks
Amendment-3	11.03.24 up to16.00Hrs	12.03.24 at 11.00Hrs	16.03.24 upto 16.00 Hrs	----

The draft **amendment-3** for above mentioned tender for extension in due dates is put up herewith.
Note is put up for approval of extension in due dates for submission of bids for above mentioned tender through **amendment-3".**

Encl.: **Amendment-3**

29/2/24
DE (DSM)

o/o
SE (DSM)

CE (Project)

223
29-2-24
01-3-24 GM (F&A) 29/2

To,
SE (DSM)

MADHYA GUJARAT VIJ COMPANY LTD.
Corporate Office : Sardar Patel Vidyut Bhavan,
2nd Floor, Race Course, Vadodara - 390 007
Phone No. (D) 0265-2330635
e-mail : ceproj.mgvcl@gebmail.com
CIN No. U40102GJ2003SGC042907

AMENDMENT - 3

Following amendment in due dates of Tender no: MGVCL/Project/DSM/PM -KUSUM-C-FLS/TN-7 dt.03.01.2024 may please be considered.

Sr. No.	Clause / Para No.	Existing terms	Amended terms
	Section- C : KEY BID DATA		
9	Eligible CFA by MNRE	Successful bidder shall be eligible to get CFA @ Rs. 1.05 Cr per MW considering capital cost of solar project at Rs. 3.50 Crores per MW (subject to installation & commissioning of project in line with MNRE requirement). CFA up to 100% of the total eligible CFA will be released to the project entity through MGVCL on successful operation and performance of solar plant for two months after the commissioning subject to achieving guaranteed CUF agreed in PPA at least for one month CUF as per minimum CUF agreed in PPA, subject to further sanction and release of CFA by MNRE-GoI. SPG shall give an undertaking that he shall not sell power to any other party / buyer except the MGVCL during the tenure of PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold power produced from the solar plant to other party / buyer, strict legal action will be initiated against such SPG, including stop deal or black list, from Participation in future tender of MNRE in Gujarat and the SPG shall require to refund the proportionate CFA granted for the project by MNRE to MGVCL. For the recovery of Proportionate CFA in case of default, the disbursed CFA will be divided by 25 years to arrive at CFA per year and the CFA shall be recovered for the balance period of PPA upon noticing the default. The recovery of the proportionate CFA will be made through the payments of invoices or through remedies taken in accordance with applicable laws. In case of any liquidation of assets of the solar power plants prior to completion of PPA period the first charge shall be towards recovery of the proportionate CFA granted to the project.	Successful bidder shall be eligible to get CFA @ 30% of the estimated cost of installation of solar power plant (subject to installation & commissioning of project in line with MNRE requirement). The cost of installation of solar power plant for the purpose of CFA, will be notified by MNRE from time to time. However, as per MNRE O.M. dated.29-01-2024, Prevailing CFA under this component, i.e. Rs. 1.05 Cr/MW (30% of estimated capital cost of Rs. 3.5 Cr / MW) would be valid till any update is announced by MNRE. Further, as per MNRE OM and Order dtd.14-2-24, CFA of Rs.1.05 Cr/MW (30% of estimated capital cost of Rs. 3.5 Cr / MW) would be valid for all those LoAs, till any further update is announced by the MNRE. CFA up to 100% of the total eligible CFA will be released to the project entity through MGVCL on successful operation and performance of solar plant for two months after the commissioning subject to achieving guaranteed CUF agreed in PPA at least for one month CUF as per minimum CUF agreed in PPA, subject to further sanction and release of CFA by MNRE-GoI. SPG shall give an undertaking that he shall not sell power to any other party / buyer except the MGVCL during the tenure of PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold power produced from the solar plant to other party / buyer, strict legal action will be initiated against such SPG, including stop deal or black list from Participation in future tender of MNRE in Gujarat and the SPG shall require to refund the proportionate CFA granted for the project by MNRE to MGVCL. For the recovery of Proportionate CFA in case of default, the disbursed CFA will be divided by 25 years to arrive at CFA per year and the CFA shall be recovered for the balance period of PPA upon noticing the default. The recovery of the proportionate CFA will be made through the payments of invoices or through remedies taken in accordance with applicable laws. In case of any liquidation of assets of the solar power plants prior to completion of PPA period the first charge shall be towards recovery of the proportionate CFA granted to the project.

MADHYA GUJARAT VIJ COMPANY LTD.
Corporate Office : Sardar Patel Vidyut Bhavan,
2nd Floor, Race Course, Vadodara - 390 007
Phone No. (D) 0265-2330635
e-mail : ceproj.mgvcl@gebmail.com
CIN No. U40102GJ2003SGC042907

15	Scheduled Commercial Operation Date	Within 9 months from date of signing of PPA	Within 12 months from date of issuance of LOA

- **Due dates are extended as under:**

Tender No.	Description	Tender Fee Rs.	On line Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission last Date
MGVCL/Project/DSM/PM - KUSUM-C-FLS/TN-7	Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode.	Rs.11,800	Extended Up to **11.03.24 up to 16.00Hrs**	**12.03.24 up to 11.00Hrs**	Within 5 days of Bid opening i.e. **16.03.24 upto 16.00 Hrs**

Note: All other terms & conditions of tender remain unchanged.

Note

The interested bidders are requested be in touch with web sites https://tender.nprocure.com and GUVNL & MGVCL web sites www.gseb.com & www.mgvcl.com for any additions/corrections/modification/extension in due dates etc., before physical submission of bid.

Be in touch with above website till opening of the tender

Chief Engineer (Project)

Bid Status

Current Tender Details

Tender.ID:. 32807	IFB/Tender Notice No. MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7 DT 03-01-24	Description of Material/Name of Work RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of MGVCL
ECV(INR)	Last Date For Bid Submission . 29-02-2024 16:00	Tender Type/Tender Category · Open/WORKS
Location Vadodara	Department Energy And Petrochemicals Department	Sub Department . Corporate Office, Technical Section

Bid Status

No of Bids = 13

CLOSE

32/54/2018-SPV Division-Part (1)
Government of India
Ministry of New and Renewable Energy

Atal Akshay Urja Bhawan
Lodhi Road, New Delhi 110003
Dated: 29 Jan 2024

ORDER

Subject: Clarification regarding Component C (FLS) of Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyaan (PM KUSUM)

In continuation of this Ministry's Office Memorandum of even number dated 17.01.2024 regarding comprehensive guidelines for implementation of Pradhan Mantri Kisan Urja Suraksha Evam Utthaan Mahabhiyaan (PM-KUSUM) Scheme, the Ministry has received few clarifications regarding Component C (FLS) of the Scheme.

2. In this regard, it is to confirm that, the provision of requirement of indigenous solar cells (DCR) under Component C (FLS) of the PM KUSUM scheme has already been relaxed till **31.03.2024.**

3. Some states have inquired about the eligible CFA under Component C(FLS). It is to be clarified that the prevailing CFA under this component, i.e. Rs 1.05 Cr/MW for General States and Rs 1.75 Cr/MW for NER/Hilly Region and Islands would be valid till any update is announced by MNRE. SIA's are requested to expediate the implementation of Scheme in the state and report progress.

This is with the approval of Competent Authority.

29/1/24

(Dr. Nikhil Gakkhar)
Scientist D
011-20849115

To,

All Concern

382

32/645/2017-SPV Division
Government of India
Ministry of New and Renewable Energy

Atal Akshay Urja Bhavan
Lodhi Road, New Delhi 110003

Date: 14th February 2024

Office Memorandum

Subject: Clarification regarding new Comprehensive guidelines of PM-KUSUM -reg.

In continuation of this Ministry's Office Memorandum of even number dated 17.01.2024 regarding comprehensive guidelines for implementation of PM-KUSUM Scheme, and Ministry's OM dated 29.01.2024, it clarified that prevailing CFA under this component would be valid till any update is announced by MNRE.

2. In view of the representation received from SIAs it is again clarified that

a) CFA of Rs 1.05 Cr/MW would be valid for all those LoAs, till any further update is announced by MNRE.

b) The DCR exemption would be valid for all those **Letter of Awards** which have been issued on or before 31.03.2024.

3. All the SIA's are requested to make a note of the above clarification and are requested to expediate the implementation of PM KUSUM Scheme. Further the progress made under each of the PM KUSUM scheme components shall be submitted, duly signed, to this Ministry on a monthly basis (Formats enclosed)

This is with the approval of Competent Authority.

14/2/24

(Dr. Nikhil Gakkhar)
Scientist D
011-20849115

To

All the concerned SIAs

MGVCL

OFFICE NOTE:

Ref. No.: MGVCL/Proj/DSM/PM KUSUM C FLS TN-7/76	Dt. 11.03.24

Sub:	**Tender of Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode.** ----Amendment-4 for due dates extension
Ref.:	(1) O.N. No.: MGCOV/SCH/e-file/2784/2024/0050/DSM Cell Dt.02.01.2024 (2) Tender ID: 32807 (3) MNRE GoI Office Memorandum dt.29.01.2024 & 14.02.2024 (4) MNRE GoI Office Memorandum dt.01.03.2024

This has reference to on line tender invited & uploaded on website for Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode. The original due dates for above tender is as under;

Status	Online Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission Last Date	Remarks
Tender No: (MGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-7)	25.01.24	30.01.24	29.01.24	No Bid Received
Amendment-1	09.02.24	12.02.24	16.02.24	6nos. Bid Received
Amendment-2	29.02.24	01.03.24	06.03.24	13nos. Bid Received
Amendment-3	11.03.24	12.03.24	16.03.24	14nos. Bid Received

As on today i.e.11.03.2024 **14 nos. bids have been received till due date/time**. Hence, As directed by the competent authority to have more participation & to incorporate new amendments as per MNRE guidelines vide ref.(4) it is proposed to extend above mentioned tender for further 7 days as under;

Status	Online Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission Last Date	Remarks
Amendment-4	18.03.24 up to16.00Hrs	19.03.24 at 11.00Hrs	26.03.24 upto 16.00 Hrs	----

The draft amendment-4 for above mentioned tender for extension in due dates is put up herewith.
Note is put up for approval of extension in due dates for submission of bids for above mentioned tender through amendment-4".

Encl.: Amendment-4

11/3/24
DE (DSM)

on leave
SE (DSM)

CE (Project)

266
12-3-24
13-3-24
GM (F&A) 12/3

To,
SE (DSM)

MADHYA GUJARAT VIJ COMPANY LTD.
Corporate Office : Sardar Patel Vidyut Bhavan,
2nd Floor, Race Course, Vadodara - 390 007
Phone No. (D) 0265-2330635
e-mail : ceproj.mgvcl@gebmail.com
CIN No. U40102GJ2003SGC042907

AMENDMENT – 4

Following amendment in due dates of Tender no: MGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-7 dt.03.01.2024 may please be considered.

Sr. No.	Clause / Para No.	Existing terms	Amended terms
	Section-C : KEY BID DATA		
1	Solar PV Plant technology	All components used for installation of solar power plants shall conform to applicable BIS / MNRE specifications and follow quality control guidelines issued by MNRE. It will be mandatory to use domestically manufactured Solar PV cell, domestically manufactured solar PV modules with solar PV modules from ALMM only. Further, the relaxation given by MNRE will be applicable as under: **Solar PV cell :** Also, as per MNRE OM-32/645/2017-SPV Division dtd.11-09-2023, MNRE has issued extension of waiver of domestic content requirement (DCR) for solar cells under component-C of PM-KUSUM scheme wherein provision of requirement of indigenous solar cells (DCR) under component C(FLS) of the PM KUSUM scheme has been relaxed for projects awarded on or before dated.31.03.2024. **Solar PV Module and ALMM requirement:** The technology adopted by SPG shall be in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules having PV Module from ALMM only. As per amendment by MNRE vide Office Memorandum No: 283/16/2023-GRID SOLAR, Dtd.10.03.2023 (Requirements for Compulsory Registration) Order, 2019, ALMM order is held in abeyance for one financial year, i.e. FY 2023-24. Thus Projects commissioned by 31.03.2024 will be exempted from the requirement of procuring Solar PV modules from ALMM. However, Order/clarifications	1) All components used for installation of solar power plants shall confirm to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. **It will be mandatory to use indigenously manufactured solar panels with indigenous solar cells.** 2) Further, the balance of system should also be manufactured indigenously. The vendor must declare the list of imported components used in the solarisation system. **3) MNRE will draw up a list of approved models and manufacturers after carrying the quality checks. When such a list is prepared only that equipment shall be allowed which is within the approved list.** 4) To ensure the quality, inspection shall be carried out of the solar modules, inverter/controller, MMS, etc., during the installation of system and final commissioning of the system. Officers involved in inspection should be domain experts, properly trained and equipped with necessary tools for inspection. The SIA may engage a third-party inspection agency for this purpose. **As per above, it will be mandatory to use domestically manufactured Solar PV cell, domestically manufactured solar PV modules with solar PV modules from ALMM only.** Further, the following clarifications are issued by MNRE:- **Solar PV cell:** MNRE, vide Order dated 29-01-2024, has confirmed that the provision of requirement of indigenous solar cells (DCR) under component C (FLS) of the PM KUSUM scheme has already been relaxed till 31.03.2024. Subsequently, MNRE vide OM dated 14-02-2024 has clarified that the DCR exemption would be valid for all those Letter of Awards which have been issued on or before 31.03.2024.

MADHYA GUJARAT VIJ COMPANY LTD.
Corporate Office : Sardar Patel Vidyut Bhavan,
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e-mail : ceproj.mgvcl@gebmail.com
CIN No. U40102GJ2003SGC042907

		issued by MNRE in this regard from time to time will be applicable.	**Solar PV Module and ALMM requirement:** The technology adopted by SPG shall be in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules having PV Module from ALMM only. As per amendment by MNRE vide Office Memorandum No: 283/16/2023-GRID SOLAR, Dtd.10.03.2023 (Requirements for Compulsory Registration) Order, 2019, ALMM order is held in abeyance for one financial year, i.e. FY 2023-24. Thus Projects commissioned by 31.03.2024 will be exempted from the requirement of procuring Solar PV modules from ALMM, which is being re-imposed with effect from 1st April, 2024 vide OM no.283/16/2023-GRID SOLAR, dtd.09-2-24 , subsequently, MNRE, vide OM dtd 15-02-2024, has conveyed that the O.M. of even no. dated 9th February, 2024) on the subject issue, is hereby held in abeyance till further orders. **However, Order/OM/clarifications issued/ to be issued by MNRE in this regard from time to time shall be applicable.**
9	Eligible CFA by MNRE	Successful bidder shall be eligible to get CFA @ 30% of the estimated cost of installation of solar power plant (subject to installation & commissioning of project in line with MNRE requirement). The cost of installation of solar power plant for the purpose of CFA, will be notified by MNRE from time to time. However, as per MNRE O.M. dated.29-01-2024, Prevailing CFA under this component, i.e. Rs. 1.05 Cr/MW (30% of estimated capital cost of Rs. 3.5 Cr / MW) would be valid till any update is announced by MNRE. Further, as per MNRE OM and Order dtd.14-2-24, CFA of Rs.1.05 Cr/MW (30% of estimated capital cost of Rs. 3.5 Cr / MW) would be valid for all those LoAs, till any further update is announced by the MNRE. CFA up to 100% of the total eligible CFA will be released to the project entity through MGVCL on successful operation and performance of solar plant for two months after the commissioning subject to achieving guaranteed CUF agreed in PPA at least for one month CUF as per	**As per the new comprehensive guideline of the MNRE issued vide OM dated 17-01-2024, Following conditions is mentioned related to CFA :-** a) Condition no. 6.4.3. (ii) The cost of installation of solar power plant for the purpose of CFA, will be notified by MNRE from time to time. The eligible CFA would be 30% of the cost of installation of the solar power plant of capacity. b) condition no. 6.4.5 (vii) The developer will get CFA @ 30% of the estimated cost of installation of solar power plant **Thereafter, MNRE vide Order dtd 29-01-2024, MNRE has clarified that, the prevailing CFA under KUSUM Component - C FLS, i.e. Rs. 1.05 Cr./MW FOR General state would be valid till any update is announced by MNRE.** **Subsequently, MNRE vide OM dtd 14-02-2024 it is clarified that CFA of Rs. 1.05 Cr./MW would be valid for all those LOAs, till any further update is announced by MNRE.** **Bidders are informed to take note of the above new comprehensive guideline and subsequent amendments issued by MNRE for the feeder level solarization under component C of PM KUSUM Scheme while quoting the tariff rate in the bid. The**

		minimum CUF agreed in PPA, subject to further sanction and release of CFA by MNRE-GoI. SPG shall give an undertaking that he shall not sell power to any other party / buyer except the MGVCL during the tenure of PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold power produced from the solar plant to other party / buyer, strict legal action will be initiated against such SPG, including stop deal or black list from Participation in future tender of MNRE in Gujarat and the SPG shall require to refund the proportionate CFA granted for the project by MNRE to MGVCL. For the recovery of Proportionate CFA in case of default, the disbursed CFA will be divided by 25 years to arrive at CFA per year and the CFA shall be recovered for the balance period of PPA upon noticing the default. The recovery of the proportionate CFA will be made through the payments of invoices or through remedies taken in accordance with applicable laws. In case of any liquidation of assets of the solar power plants prior to completion of PPA period the first charge shall be towards recovery of the proportionate CFA granted to the project.	**conditions issued by MNRE time to time shall be applicable to the bidder.** As per MNRE vide Order dtd 01-03-2024 for the Implementation under RESCO mode, the CFA will be released in three installments as follows : (i)First release of 30% of the eligible CFA shall be released on completion of 30% of the total work. (ii)Second release of 30% of the eligible CFA shall be released on completion of 75% of the total work; and (iii)Final release of 40% of the eligible CFA shall be released on the successful completion of the project. Final installment of 40% shall be released through DISCOM on successful operation and performance of the solar plant for six months after the commissioning, with achievement of at least one month CUF as per the minimum CUF agreed in PPA. The SIA need to submit PCR and other related documents, as prescribed by MNRE. SPG shall give an undertaking that he shall not sell power to any other party / buyer except the MGVCL during the tenure of PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold power produced from the solar plant to other party / buyer, strict legal action will be initiated against such SPG, including stop deal or black list from Participation in future tender of MNRE in Gujarat and the SPG shall require to refund the proportionate CFA granted for the project by MNRE to MGVCL. For the recovery of Proportionate CFA in case of default, the disbursed CFA will be divided by 25 years to arrive at CFA per year and the CFA shall be recovered for the balance period of PPA upon noticing the default. The recovery of the proportionate CFA will be made through the payments of invoices or through remedies taken in accordance with applicable laws. In case of any liquidation of assets of the solar power plants prior to completion of PPA period the first charge shall be towards recovery of the proportionate CFA granted to the project.

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MADHYA GUJARAT VIJ COMPANY LTD.
Corporate Office : Sardar Patel Vidyut Bhavan,
2nd Floor, Race Course, Vadodara - 390 007
Phone No. (D) 0265-2330635
e-mail : ceproj.mgvcl@gebmail.com
CIN No. U40102GJ2003SGC042907

15	Scheduled Commercial Operation Date	Within 12 months from date of issuance of LOA	Within 18 months from the date of issuance of LOA
Section-F:		Scope of Work	
F.6	Commissioning period	Within 9 months form the date of execution of power purchase agreement (PPA)	Within 18 months from the date of issuance of LOA
F.7	Delay in Commissioning		
7.1.2	In case any SPG fails to achieve the commercial operation of the project by Schedule Commercial Operation Date which shall not be later than 9 months from the date of signing of PPA, MGVCL shall encash the Performance Bank Guarantee (PBG) as liquidated damages (LD)		In case any SPG fails to achieve the commercial operation of the project by Schedule Commercial Operation Date which shall not be later than 18 months from the date of Issuance of LOA, MGVCL shall encash the Performance Bank Guarantee (PBG) as liquidated damages (LD)
F.8	Project Milestones & Timeline		
No. 6	Timeline T3 + 9 months		Timeline T3 + 18 months
Form-10	Performance Bank Guarantee format		
	beyond the 9 months from the date of signing of Power Purchase Agreement (PPA) between SPG and MGVCL		beyond the 18 months from the date of issuance of LOA by MGVCL
Article -1:		Definition & Interpretation	
"Scheduled Commissioning Date" or "SCD" of the Project		Shall mean date that is nine (9) Months from the Date of execution of this PPA between MGVCL	Shall mean date that is Eighteen (18) Months from the Date of Issuance of LOA from MGVCL
Article-2:		Term of agreement	
2.5		Performance Bank Guarantee	
2.5.3		The PBG shall be initially valid from the date of issue until 2 months (i.e. sixty (60) days) beyond the 9 months from the date of signing of Power Purchase Agreement (PPA).	The PBG shall be initially valid from the date of issue until 2 months (i.e. sixty (60) days) beyond the 18 months from the date of issuance of LOA.
2.5.5		CFA up to 100% of the total eligible CFA will be released to the RESCO developer through MGVCL on successful operation and performance of solar plant for two months after the commissioning with at least one month CUF as per minimum CUF agreed in PPA, as per MNRE's sanction for the CFA, subject to release of the same by MNRE-GoI	As per MNRE vide Order dtd 01-03-2024 for the Implementation under RESCO mode, the CFA will be released in three installments as follows : (i)First release of 30% of the eligible CFA shall be released on completion of 30% of the total work.(ii)Second release of 30% of the eligible CFA shall be released on completion of 75% of the total work; and (iii)Final release of 40% of the eligible CFA shall be released on the successful completion of the project. Final installment of 40% shall be released through DISCOM on successful operation and performance of the solar plant for six months after the commissioning, with achievement of at least one month CUF as per the minimum CUF agreed in PPA. The SIA need to submit PCR and other related documents, as prescribed by MNRE.

MADHYA GUJARAT VIJ COMPANY LTD.
Corporate Office : Sardar Patel Vidyut Bhavan,
2nd Floor, Race Course, Vadodara - 390 007
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e-mail : ceproj.mgvcl@gebmail.com
CIN No. U40102GJ2003SGC042907

Article-5 :	Synchronization, Commissioning and Commercial Operation	
5.1.5	The SPG shall commission the Project within nine (9) Months from the Date of execution of this PPA	The SPG shall commission the Project within eighteen (18) Months from the Date of Issuance of LOA

- **Due dates are extended as under:**

Tender No.	Description	Tender Fee Rs.	On line Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission last Date
MGVCL/Project/DSM/PM - KUSUM-C-FLS/TN-7	Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode.	Rs.11,800	Extended Up to **18.03.24 up to 16.00Hrs**	**19.03.24 up to 11.00Hrs**	Within 5 days of Bid opening i.e. **26.03.24 upto 16.00 Hrs**

Note: All other terms & conditions of tender remain unchanged.

Note

The interested bidders are requested be in touch with web sites https://tender.nprocure.com and GUVNL & MGVCL web sites www.gseb.com & www.mgvcl.com for any additions/corrections/modification/extension in due dates etc., before physical submission of bid.

Be in touch with above website till opening of the tender

Chief Engineer (Project)

389

32/54/2018-SPV Division-Part (2)
Government of India
Ministry of New and Renewable Energy

Atal Akshay Urja Bhawan
Lodhi Road, New Delhi 110003
Dated: 1st March 2024

Office Memorandum

Subject: Amendment in the Scheme guidelines under the Component C (FLS) of Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyaan (PM KUSUM)

In continuation of this Ministry's Office Memorandum of even number dated 17.01.2024 where comprehensive guidelines for implementation of Pradhan Mantri Kisan Urja Suraksha Evam Utthaan Mahabhiyaan (PM-KUSUM) Scheme were issued, the Ministry has received requests from SIAs regarding enhancing the maximum timeline allowed for commissioning of solar power plant under Component C (FLS) of the Scheme.

2. In this regard, it has been decided to amend the scheme guidelines under the Component C (FLS) of PM KUSUM as follows:

a) The maximum timeline allowed for commissioning of solar power plant under Component C (FLS) has been increased to 18 months from date of issuance of LOA. However, the overall sanction timeline would be as per Clause 6.5(i) of scheme guidelines issued on 17.1.2024.

b) For the implementation under both RESCO and CAPEX mode, the CFA will be released in three instalments as follows:

i. First release of 30% of the eligible CFA shall be released on completion of 30% of the total work.
ii. Second release of 30% of the eligible CFA shall be released on completion of 75% of the total work; and
iii. Final release of 40% of the eligible CFA shall be released on the successful completion of the project.

The detailed milestones to be considered as eligible for release of CFA would be notified by this Ministry separately.

c) Final instalment of 40% as per Para 2b(iii) above shall be released through DISCOM on successful operation and performance of the solar plant for six months after the commissioning, with achievement of at least one month CUF as per the minimum CUF agreed in PPA. The SIA need to submit PCR and other related documents, as prescribed by MNRE.

This order is issued with the approval of Hon'ble Minister NRE.

1/3/24
(Dr. Nikhil Gakkhar)
Scientist D

To,
All SIAs

Copy to:

- PS to Hon'ble Minister, MNRE
- PPS to Secretary, MNRE
- IFD, MNRE

390

1' / 3 / 2024 12:50:09

Hi, mgvcltechkbd(Kalpesh B Dhaber)Madhya Gujarat Vij Company Limited

All Dates are in DD/MM/YYYY hh:mm as per Indian Standard Time (IST)

Bid Status

Dashboard > Tender Summary Report > **Bid Status**

Current Tender Details

Tender ID: 32807	IFB/Tender Notice No. MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7 DT 03-01-24	Description of Material/Name of Work . RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of MGVCL.
ECV(INR)	Last Date For Bid Submission 11-03-2024 16:00	Tender Type/Tender Category · Open/WORKS
Location Vadodara	Department Energy And Petrochemicals Department	Sub Department . Corporate Office, Technical Section

Bid Status

No of Bids = 14

CLOSE

MGVCL

OFFICE NOTE:

Ref. No.: MGVCL/Proj/DSM/PM KUSUM C FLS TN-7/ 89	Dt. 18.03.24

Sub:	**Tender of Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode.** ------Amendment-5 for due dates extension

Ref.:	(1) O.N. No.: MGCOV/SCH/e-file/2784/2024/0050/DSM Cell Dt.02.01.2024 (2) Tender ID: 32807 (3) MNRE GoI Office Memorandum dt.29.01.2024 & 14.02.2024 (4) MNRE GoI Office Memorandum dt.01.03.2024

This has reference to on line tender invited & uploaded on website for Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode. The original due dates for above tender is as under;

Status	Online Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission Last Date	Remarks
Tender No: (MGVCL/Project/DSM/PM -KUSUM-C-FLS/TN-7)	25.01.24	30.01.24	29.01.24	No Bid Received
Amendment-1	09.02.24	12.02.24	16.02.24	6nos. Bid Received
Amendment-2	29.02.24	01.03.24	06.03.24	13nos. Bid Received
Amendment-3	11.03.24	12.03.24	16.03.2	14nos. Bid Received
Amendment-4	18.03.24	19.03.24	26.03.24	15nos. Bid Received

As on today i.e.18.03.2024 **15 nos. bids have been received** till due date/time. Hence, As directed by the competent authority to have more participation it is proposed to extend above mentioned tender for further 12 days as under;

Status	Online Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission Last Date	Remarks
Amendment-5	30.03.24 up to16.00Hrs	01.04.24 at 11.00Hrs	05.04.24 upto 16.00 Hrs	----

The draft **amendment-5** for above mentioned tender for extension in due dates is put up herewith.
Note is put up for approval of extension in due dates for submission of bids for above mentioned tender through **amendment-5"**.

Encl.: Amendment-5

18/3/24
DE (DSM)

SE (DSM) We may extend 18/3/24

CE (Project) 18/3

323
18-3-24 GM (F&A) 18/3

To,
SE (DSM)

Corrigendum in PM KUSUM C Feeder Level Solarization Tender

MADHYA GUJARAT VIJ COMPANY LTD.
Corporate Office : Sardar Patel Vidyut Bhavan,
2nd Floor, Race Course, Vadodara - 390 007
Phone No. (D) 0265-2330635
e-mail : ceproj.mgvcl@gebmail.com
CIN No. U40102GJ2003SGC042907

AMENDMENT – 5

Following amendment in due dates of Tender no: MGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-7 dt.03.01.2024 may please be considered.

- **Due dates are extended as under:**

Tender No.	Description	Tender Fee Rs.	On line Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission last Date
MGVCL/Project/DSM/PM - KUSUM-C-FLS/TN-7	Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode.	Rs.11,800	Extended Up to **30.03.24 up to 16.00Hrs**	**01.04.24 up to 11.00Hrs**	Within 5 days of Bid opening i.e. **05.04.24 upto 16.00 Hrs**

Note: All other terms & conditions of tender remain unchanged.

Note

The interested bidders are requested be in touch with web sites https://tender.nprocure.com and GUVNL & MGVCL web sites www.gseb.com & www.mgvcl.com for any additions/corrections/modification/extension in due dates etc., before physical submission of bid.

Be in touch with above website till opening of the tender

Chief Engineer (Project)

18 / 3 / 2024 12:06:21

All Dates are in DD/MM/YYYY hh:mm as per Indian Standard Time (IST)

Hi, mgvcltechkbd(Kalpesh B Dhaber .)Madhya Gujarat Vij Company Limited

Bid Status

Dashboard > Tender Summary Report > **Bid Status**

Current Tender Details

Tender ID: 32807	IFB/Tender Notice No. : MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7 DT: 03-01-24	Description of Material/Name of Work : RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of MGVCL..
ECV(INR) :	Last Date For Bid Submission : 18-03-2024 16:00	Tender Type/Tender Category : Open/WORKS
Location : Vadodara	Department : Energy And Petrochemicals Department	Sub Department : Corporate Office, Technical Section

Bid Status

No of Bids = 15

CLOSE

394

MGVCL

N/S-

OFFICE NOTE:

Ref. No.: MGVCL/Proj/DSM/PM KUSUM C FLS TN-7/ 98	Dt.30.03.24

Sub:	**Tender of Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode. -----Amendment-6 for due dates extension**
Ref.:	(1) O.N. No.: MGCOV/SCH/e-file/2784/2024/0050/DSM Cell Dt.02.01.2024 (2) Tender ID: 32807 (3) **MNRE GoI Office Memorandum dt.29.01.2024 & 14.02.2024** (4) **MNRE GoI Office Memorandum dt.01.03.2024**

This has reference to on line tender invited & uploaded on website for Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode. The original due dates for above tender is as under;

Status	Online Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission Last Date	Remarks
Tender No: (MGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-7)	25.01.24	30.01.24	29.01.24	No Bid Received
Amendment-1	09.02.24	12.02.24	16.02.24	6nos. Bid Received
Amendment-2	29.02.24	01.03.24	06.03.24	13nos. Bid Received
Amendment-3	11.03.24	12.03.24	16.03.2	14nos. Bid Received
Amendment-4	18.03.24	19.03.24	26.03.24	15nos. Bid Received
Amendment-5	30.03.24	01.04.24	05.04.24	20nos. Bid Received

As on today i.e.30.03.2024 **20 nos. bids have been received till due date/time.** Hence, As directed by the competent authority to have more participation it is proposed to extend above mentioned tender for further 10 days as under;

Status	Online Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission Last Date	Remarks
Amendment-6	09.04.24 up to16.00Hrs	12.04.24 at 11.00Hrs	19.04.24 upto 16.00 Hrs	----

The draft amendment-6 for above mentioned tender for extension in due dates is put up herewith.

Note is put up for approval of extension in due dates for submission of bids for above mentioned tender through amendment-6".

Encl.: Amendment-6

30/3/24
DE (DSM)

May be extended

SE (DSM)

30/3/24

CE (Project)

30/3

361
30.3.24

GM (F&A)

30/3.

To,
SE (DSM)

Corrigendum in PM KUSUM C Feeder Level Solarization Tender

MADHYA GUJARAT VIJ COMPANY LTD.
Corporate Office : Sardar Patel Vidyut Bhavan,
2nd Floor, Race Course, Vadodara - 390 007
Phone No. (D) 0265-2330635
e-mail : ceproj.mgvcl@gebmail.com
CIN No. U40102GJ2003SGC042907

AMENDMENT – 6

Following amendment in due dates of Tender no: MGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-7 dt.03.01.2024 may please be considered.

- **Due dates are extended as under:**

Tender No.	Description	Tender Fee Rs.	On line Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission last Date
MGVCL/Project/DSM/PM - KUSUM-C-FLS/TN-7	Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode.	Rs.11,800	Extended Up to **09.04.24 up to 16.00Hrs**	**12.04.24 up to 11.00Hrs**	Within 5 days of Bid opening i.e. **19.04.24 upto 16.00 Hrs**

Note: All other terms & conditions of tender remain unchanged.

Note

The interested bidders are requested be in touch with web sites https://tender.nprocure.com and GUVNL & MGVCL web sites www.gseb.com & www.mgvcl.com for any additions/corrections/modification/extension in due dates etc., before physical submission of bid.

Be in touch with above website till opening of the tender

Chief Engineer (Project)

30 / 3 / 2024 11:58:06

All Dates are in DD/MM/YYYY hh:mm as per Indian Standard Time (IST)

Hi, mgvcltechkbd(Kalpesh B Dhaber .)Madhya Gujarat Vij Company Limited

Bid Status

Dashboard > Tender Summary Report > **Bid Status**

Current Tender Details

Tender ID: 32807	IFB/Tender Notice No. : MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7 DT: 03-01-24	Description of Material/Name of Work : RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of MGVCL.
ECV(INR) :	Last Date For Bid Submission : 30-03-2024 16:00	Tender Type/Tender Category : Open/WORKS
Location : Vadodara	Department . Energy And Petrochemicals Department	Sub Department : Corporate Office, Technical Section

Bid Status

No of Bids = 20

CLOSE

397

MGVCL

N/S-

OFFICE NOTE:

Ref. No.: MGVCL/Proj/DSM/PM KUSUM C FLS TN-7/ 116	Dt.08.04.24

Sub:	**Tender of Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode.** -----Amendment-7 for due dates extension
Ref.:	(1) O.N. No.: MGCOV/SCH/e-file/2784/2024/0050/DSM Cell Dt.02.01.2024 (2) Tender ID: 32807 (3) Amendment-1 published on dt.25.01.2024 (4) Amendment-2 published on dt.09.02.2024 (5) Amendment-3 published on dt.29.02.2024 (6) Amendment-4 published on dt.11.03.2024 (7) Amendment-5 published on dt.18.03.2024 (8) Amendment-6 published on dt.30.03.2024

This has reference to on line tender invited & uploaded on website for Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode. The original due dates for above tender is as under;

Status	Online Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission Last Date	Remarks
Tender No: (MGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-7)	25.01.24	30.01.24	29.01.24	No Bid Received
Amendment-1	09.02.24	12.02.24	16.02.24	6nos. Bid Received
Amendment-2	29.02.24	01.03.24	06.03.24	13nos. Bid Received
Amendment-3	11.03.24	12.03.24	16.03.2	14nos. Bid Received
Amendment-4	18.03.24	19.03.24	26.03.24	15nos. Bid Received
Amendment-5	30.03.24	01.04.24	05.04.24	20nos. Bid Received
Amendment-6	09.04.24	12.04.24	19.04.24	22nos. Bid Received

As on today i.e.08.04.2024 22 nos. bids have been received till due date/time. Hence, As directed by the competent authority to have more participation & to incorporate new amendments as per MNRE guidelines it is proposed to extend above mentioned tender for further 7 working days as under;

Status	Online Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission Last Date	Remarks
Amendment-7	22.04.24 up to16.00Hrs	23.04.24 at 11.00Hrs	29.04.24 upto 16.00 Hrs	----

The draft amendment-7 for above mentioned tender for extension in due dates is put up herewith.

Note is put up for approval of extension in due dates for submission of bids for above mentioned tender through amendment-7".

Encl.: Amendment-7

8/4/24
DE (DSM)

SE (DSM) We may extend, 08/4/24

CE (Project)

413
8-4-24
9-4-24
GM (F&A) 9/4.

To,
SE (DSM)

MADHYA GUJARAT VIJ COMPANY LTD.
Corporate Office : Sardar Patel Vidyut Bhavan,
2nd Floor, Race Course, Vadodara - 390 007
Phone No. (D) 0265-2330635
e-mail : ceproj.mgvcl@gebmail.com
CIN No. U40102GJ2003SGC042907

AMENDMENT - 7

Following amendment in due dates of Tender no: MGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-7 dt.03.01.2024 may please be considered.

- **Due dates are extended as under:**

Tender No.	Description	Tender Fee Rs.	On line Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission last Date
MGVCL/Project/DSM/PM - KUSUM-C-FLS/TN-7	Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode.	Rs.11,800	Extended Up to **22.04.24 up to 16.00Hrs**	**23.04.24 up to 11.00Hrs**	Within 5 days of Bid opening i.e. **29.04.24 upto 16.00 Hrs**

Note: All other terms & conditions of tender remain unchanged.

Note

The interested bidders are requested be in touch with web sites https://tender.nprocure.com and GUVNL & MGVCL web sites www.gseb.com & www.mgvcl.com for any additions/corrections/modification/extension in due dates etc., before physical submission of bid.

Be in touch with above website till opening of the tender

Chief Engineer (Project)

Bid Status

Current Tender Details

Tender ID: 32807	IFB/Tender Notice No. : MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7 DT: 03-01-24	Description of Material/Name of Work : RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of MGVCL.
ECV(INR) :	Last Date For Bid Submission : 09-04-2024 16:00	Tender Type/Tender Category : Open/WORKS
Location : Vadodara	Department : Energy And Petrochemicals Department	Sub Department Corporate Office, Technical Section

Bid Status

No of Bids = 22

CLOSE

400
N/S-

MGVCL

OFFICE NOTE:

Ref. No.: MGVCL/Proj/DSM/PM KUSUM C FLS TN-7/ 121	Dt.20.04.24

Sub:	**Tender of Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode.** ------Amendment-8 for due dates extension
Ref.:	(1) O.N. No.: MGCOV/SCH/e-file/2784/2024/0050/DSM Cell Dt.02.01.2024 (2) Tender ID : 32807 (3) Amendment-1 published on dt.25.01.2024 (4) Amendment-2 published on dt.09.02.2024 (5) Amendment-3 published on dt.29.02.2024 (6) Amendment-4 published on dt.11.03.2024 (7) Amendment-5 published on dt.18.03.2024 (8) Amendment-6 published on dt.30.03.2024 (9) Amendment-7 published on dt.08.04.2024

This has reference to on line tender invited & uploaded on website for Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode. The original due dates for above tender is as under;

Status	Online Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission Last Date	Remarks
Tender No: (MGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-7)	25.01.24	30.01.24	29.01.24	No Bid Received
Amendment-1	09.02.24	12.02.24	16.02.24	6nos. Bid Received
Amendment-2	29.02.24	01.03.24	06.03.24	13nos. Bid Received
Amendment-3	11.03.24	12.03.24	16.03.2	14nos. Bid Received
Amendment-4	18.03.24	19.03.24	26.03.24	15nos. Bid Received
Amendment-5	30.03.24	01.04.24	05.04.24	20nos. Bid Received
Amendment-6	09.04.24	12.04.24	19.04.24	22nos. Bid Received
Amendment-7	22.04.24	23.04.24	29.04.24	22nos. Bid Received

As on today i.e.20.04.2024 22 nos. bids have been received till due date/time. Hence, As directed by the competent authority to have more participation & to incorporate new amendments as per MNRE guidelines it is proposed to extend above mentioned tender for further 7 working days as under;

Status	Online Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission Last Date	Remarks
Amendment-8	01.05.24 up to16.00Hrs	02.05.24 at 11.00Hrs	09.05.24 upto 16.00 Hrs	----

The draft amendment-8 for above mentioned tender for extension in due dates is put up herewith.

Note is put up for approval of extension in due dates for submission of bids for above mentioned tender through amendment-8".

Encl.: Amendment-8

20/4/24
DE (DSM)

SE (DSM) 20/4/24

CE (Project) 20/4

460
22-4-24
23-4-24
GM (F&A) 23/4

DE-3

To,
SE (DSM)

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CIN No. U40102GJ2003SGC042907

AMENDMENT – 8

Published on dt.20.04.2024

Following amendment in due dates of Tender no: MGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-7 dt.03.01.2024 may please be considered.

Sr. No.	Clause / Para No.	Existing terms	Amended terms
	Section-C : KEY BID DATA		
15	Scheduled Commercial Operation Date	Within 18 months from the date of issuance of LOA	Time line for Commissioning of Solar power plant : The maximum timeline allowed for commissioning of solar power plant by RESCO Developer is **12 months from date of issuance of LOA OR dtd.19-12-2025, whichever is earlier**
	Section-F: SCOPE OF WORK		
F.6	Commissioning Period		
6.1.1		The design, survey, supply, installation, testing and commissioning of solar power plant with associated 11 kV line connecting the solar power plant with concerned substation and RMS of solar power plant as per terms & conditions of this RfS **is to be completed within 18 months from date of issuance of LOA** .	The Project (design, survey, supply, installation, testing and commissioning of solar power plant with associated 11 kV line connecting the solar power plant with concerned substation and RMS of solar power plant as per terms & conditions of this RfS) **is required to be completed within 12 (Twelve) months from date of issuance of Letter of Award (LoA) OR dtd.19-12-2025, whichever is earlier.**
F.7	Delay in Commissioning		
7.1.2		In case any SPG fails to achieve the commercial operation of the project by Schedule Commercial Operation Date which shall not be later than 18 months from the date of Issuance of LOA, MGVCL shall encash the Performance Bank Guarantee (PBG) as liquidated damages (LD)	In case any SPG fails to achieve the commercial operation of the project by Schedule Commercial Operation Date which shall not be later than 12 months from the date of issuance of LOA, MGVCL shall encash the Performance Bank Guarantee (PBG) as liquidated damages (LD) in the following manner: <u>Delay up to two months</u>: LD equal to the PBG on per day basis. The no. of days in "month" for the LD calculation shall be considered as 30. <u>In case the commissioning of the solar power plant is delayed beyond two months</u>: The complete PBG amount shall be encashed. In case of delays of plant commissioning due to force majeure events as specified in the PPA, Procurer / MGVCL after having been satisfied with documentary evidences produced by the SPG for the purpose in regard to force majeure

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		events, can extend the time in writing for commissioning date without any financial implications to the SPG.OR dtd.19-12-2025, whichever is earlier.
F.8	Project Milestones & Timeline	
No. 6	Timeline T3 + 18 months	Milestone : Completion of design, supply, installation, testing and commissioning of the SPV power plant and associated 11V line for connecting solar power plant with concerned substation along with Submission of the final land documents for the entire required land duly registered by appropriate revenue authority Timeline : T2+ 12 Months OR dtd.19-12-2025, whichever is earlier
Form-10	Performance Bank Guarantee format	
	beyond the 18 months from the date of issuance of LOA by MGVCL	beyond the **12 months from the date of issuance of LOA** OR dtd.19-12-2025, whichever is earlier
PPA Article-1:	Definition & Interpretation	
"Scheduled Commissioning Date" or "SCD" of the Project	Shall mean date that is Eighteen (18) Months from the Date of Issuance of LOA from MGVCL	"Scheduled Commissioning Date" or "SCD" of the Project : Shall mean the date after Twelve (12) months from date of issuance of Letter of Award (LoA) by MGVCL OR **dtd.19-12-2025, whichever is earlier.**
PPA Article-2:	Term of agreement	
2.5	Performance Bank Guarantee	
2.5.3	The PBG shall be initially valid from the date of issue until 2 months (i.e. sixty (60) days) beyond the 18 months from the date of issuance of LOA.	The PBG shall be initially valid from the date of issue until 2 months (i.e. sixty (60) days) beyond the 12 months from the date of issuance of LOA **OR dtd.19-12-2025** whichever is earlier
PPA Article-5 :	Synchronization, Commissioning and Commercial Operation	
5.1.5	The SPG shall commission the Project within eighteen (18) Months from the Date of Issuance of LOA	The SPG shall commission the Project within 12 months from date of issuance of Letter of Award(LoA) OR **dtd.19-12-2025, whichever is earlier**
	Section-C : KEY BID DATA	
Sr. No. 9 & PPA Article-2 : 2.5.5	<u>Eligible CFA by MNRE :</u> As per the MNRE Office Memorandum dtd.1-03-2024, Under the RESCO mode, the CFA will be released in three instalments as follows: i. First release of 30% of the eligible CFA shall be released on completion of 30% of the total	<u>Eligible CFA by MNRE :</u> As per the MNRE Office Memorandum dtd.1-03-2024, Under the RESCO mode, the CFA will be released in three instalments as follows: i) First release of 30% of the eligible CFA shall be released on completion of 30% of the total

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	work. ii. Second release of 30% of the eligible CFA shall be release on completion of 75% of the total work; and iii. Final release of 40% of the eligible CFA shall be released on the successful completion of the project. Final instalment of 40% as per para ii. above shall be released through DISCOM on successful operation and performance of the solar plant for six months after the commissioning, with achievement of at least one month CUF as per the minimum CUF agreed in PPA. The SIA need to submit PCR and other related documents, as prescribed by MNRE.	work. ii) Second release of 30% of the eligible CFA shall be release on completion of 75% of the total work; and iii) Final release of 40% of the eligible CFA shall be released on the successful completion of the project. Further, Final instalment of 40% as per para iii. above shall be released through DISCOM on successful operation and performance of the solar plant for six months after the commissioning, with achievement of at least one month CUF as per the minimum CUF agreed in PPA. The SIA need to submit PCR and other related documents, as prescribed by MNRE. Now, vide OM 32/54/2018-SPV Division - Part (2) dtd 5.4.2024, MNRE have notified the detailed milestones for release of CFA under component C (FLS) of Pradhan Mantri Kisan Urja Suraksha evam Utthan Mahabhiyan (PM KUSUM) , which is as under; **30 % of CFA as First Instalment:** ➢ Milestone Achieved : 30% of work ➢ Activities to be completed by the project Developer : (i) Letter of Award and signing of PPA by Project Developer with respective DISCOM (ii) Signing of EPC contract and releasing of advance to EPC contractor (iii) Encumbrance free land available for project with either copy of land record with developer ownership or copy of lease agreement (iv) Bay allocation letter received from DISCOM (v) ESCROW agreement, if financial assistance is obtained from FI/Banks. (vi) GST invoices of solar module inverters and transformer. (vii) Financial closure of the project (viii) 50% completion of preliminary civil work including foundation for module mounting structure etc. ➢ Release Mechanism : The 30% CFA would be release to DISCOMs on submission of documents duly verified and signed by DISCOMs

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CIN No. U40102GJ2003SGC042907

		The DISCOM shall transfer the CFA to the RPG/ Developer. 30% of CFA as Second Instalment: ➢ Milestone Achieved : 75% of work ➢ Activities to be completed by the project Developer : (i) Completion of preliminary civil work including foundation for module mounting structure etc. (ii) Receipt of Solar PV Module and solar inverters, at the project site. (iii) 75% completion of installation work of solar PV modules. ➢ Release Mechanism : The Second Instalment would be released to the DISCOM The DISCOM would transfer the funds to lender/financier in case the project is under financing, otherwise release to RPG/ Developer. 40% of CFA Final Instalment: ➢ Milestone Achieved: 100% of work ➢ Activities to be completed by the project Developer: (i) Instalment of 25% shall be release through DISCOM on completion of the plant commissioning. (ii) 15% on successful performance of the solar plants for two months after the commissioning, with achievement of at least one month CUF as per the minimum CUF agreed in PPA. ➢ Release Mechanism: The Final Instalment would be released to the DISCOM. The DISCOM would transfer the funds to lender/ Financier in case the project is under financing, otherwise release to RPG/ Developer.

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CIN No. U40102GJ2003SGC042907

- **Due dates are extended as under:**

Tender No.	Description	Tender Fee Rs.	On line Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission last Date
MGVCL/Project/DSM/PM - KUSUM-C-FLS/TN-7	Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode.	Rs.11,800	Extended Up to 01.05.24 up to 16.00Hrs	02.05.24 up to 11.00Hrs	Within 5 days of Bid opening i.e. 09.05.24 upto 16.00 Hrs

Note: All other terms & conditions of tender remain unchanged.

Note

The interested bidders are requested be in touch with web sites https://tender.nprocure.com and GUVNL & MGVCL web sites www.gseb.com & www.mgvcl.com for any additions/corrections/modification/extension in due dates etc., before physical submission of bid.

Be in touch with above website till opening of the tender

Chief Engineer (Project)

20 / 4 / 2024 12:28:22

Hi, mgvcltechkbd(Kalpesh B Dhaber .)Madhya Gujarat Vij Company Limited

All Dates are in DD/MM/YYYY hh:mm as per Indian Standard Time (IST)

Bid Status

Dashboard > Tender Summary Report > **Bid Status**

Current Tender Details

Tender ID: 32807	IFB/Tender Notice No. . MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7 DT: 03-01-24	Description of Material/Name of Work : RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of MGVCL.
ECV(INR)	Last Date For Bid Submission : 22-04-2024 16:00	Tender Type/Tender Category · Open/WORKS
Location . Vadodara	Department : Energy And Petrochemicals Department	Sub Department · Corporate Office, Technical Section

Bid Status

No of Bids = 22

CLOSE

407

N/S-

MGVCL

OFFICE NOTE:

Ref. No.: MGVCL/Proj/DSM/PM KUSUM C FLS TN-7/126	Dt.30.04.24

Sub:	**Tender of Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode.** **------Amendment-9 for due dates extension**
Ref.:	(1) O.N. No.: MGCOV/SCH/e-file/2784/2024/0050/DSM Cell Dt.02.01.2024 (2) Tender ID : 32807 (3) **Amendment-1 published on dt.25.01.2024** (4) **Amendment-2 published on dt.09.02.2024** (5) **Amendment-3 published on dt.29.02.2024** (6) **Amendment-4 published on dt.11.03.2024** (7) **Amendment-5 published on dt.18.03.2024** (8) **Amendment-6 published on dt.30.03.2024** (9) **Amendment-7 published on dt.08.04.2024** (10)**Amendment-8 published on dt.20.04.2024**

This has reference to on line tender invited & uploaded on website for Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode. The original due dates for above tender is as under;

Status	Online Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission Last Date	Remarks
Tender No: (MGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-7)	25.01.24	30.01.24	29.01.24	No Bid Received
Amendment-1	09.02.24	12.02.24	16.02.24	6nos. Bid Received
Amendment-2	29.02.24	01.03.24	06.03.24	13nos. Bid Received
Amendment-3	11.03.24	12.03.24	16.03.2	14nos. Bid Received
Amendment-4	18.03.24	19.03.24	26.03.24	15nos. Bid Received
Amendment-5	30.03.24	01.04.24	05.04.24	20nos. Bid Received
Amendment-6	09.04.24	12.04.24	19.04.24	22nos. Bid Received
Amendment-7	22.04.24	23.04.24	29.04.24	22nos. Bid Received
Amendment-8	01.05.24	02.05.24	09.05.24	22nos. Bid Received

As on today i.e.30.04.2024 22 nos. **bids have been received till due date/time.** Hence, As directed by the competent authority to have more participation & to incorporate new amendments as per GUVNL email dt.23.04.2024 it is proposed to extend above mentioned tender for further 12 days as under;

Status	Online Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission Last Date	Remarks
Amendment-9	13.05.24 up to16.00Hrs	14.05.24 at 11.00Hrs	18.05.24 upto 16.00 Hrs	----

The draft amendment-9 for above mentioned tender for extension in due dates is put up herewith.
Note is put up for approval of extension in due dates for submission of bids for above mentioned tender through amendment-9".

Encl.: Amendment-9

30/4/24
DE (DSM)

SE (DSM) 30/4

CE (Project) 30/4

504
30-4-24 GM (F&A) 30/4

To,
SE (DSM)

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AMENDMENT – 9

Published on dt.30.04.2024

Following amendment in due dates of Tender no: MGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-7 dt.03.01.2024 may please be considered.

Sr. No.	Clause / Para No.	Existing terms	Amended terms
	Section-C : KEY BID DATA		
15	Scheduled Commercial Operation Date	Time line for Commissioning of Solar power plant : The maximum timeline allowed for commissioning of solar power plant by RESCO Developer is 12 months from date of issuance of LOA OR dtd.19-12-2025, whichever is earlier	Time line for Commissioning of Solar power plant: The maximum timeline allowed for commissioning of solar power plant by RESCO Developer is **12 months from date of issuance of LOA OR dtd.19-12-2025, whichever is earlier.** However, if the available period between the date of LoA and dt.19-12-2025 is less than 12 months, the bidder has the option to withdraw their bid without any implications on either side.
	Section-F: SCOPE OF WORK		
F.6	Commissioning Period		
6.1.1		The Project (design, survey, supply, installation, testing and commissioning of solar power plant with associated 11 kV line connecting the solar power plant with concerned substation and RMS of solar power plant as per terms & conditions of this RfS) is required to be completed within 12 (Twelve) months from date of issuance of Letter of Award (LoA) OR dtd.19-12-2025, whichever is earlier.	The Project (design, survey, supply, installation, testing and commissioning of solar power plant with associated 11 kV line connecting the solar power plant with concerned substation and RMS of solar power plant as per terms & conditions of this RfS) **is required to be completed within 12 (Twelve) months from date of issuance of Letter of Award (LoA) OR dtd.19-12-2025, whichever is earlier.** However, if the available period between the date of LoA and dt.19-12-2025 is less than 12 months, the bidder has the option to withdraw their bid without any implications on either side.
F.7	Delay in Commissioning		
7.1.2		In case any SPG fails to achieve the commercial operation of the project by Schedule Commercial Operation Date which shall not be later than 12 months from the date of issuance of LOA, MGVCL shall encash the Performance Bank Guarantee (PBG) as liquidated damages (LD) in the following manner: Delay up to two months: LD equal to the PBG on per day basis. The no. of days in "month" for the LD calculation shall be considered as 30. In case the commissioning of the solar power plant is delayed beyond two months: The complete PBG	In case any SPG fails to achieve the commercial operation of the project by Schedule Commercial Operation Date which shall not be later than 12 months from the date of issuance of LOA, MGVCL shall encash the Performance Bank Guarantee (PBG) as liquidated damages (LD) in the following manner: Delay up to two months: LD equal to the PBG on per day basis. The no. of days in "month" for the LD calculation shall be considered as 30.

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	amount shall be encashed. In case of delays of plant commissioning due to force majeure events as specified in the PPA, Procurer / MGVCL after having been satisfied with documentary evidences produced by the SPG for the purpose in regard to force majeure events, can extend the time in writing for commissioning date without any financial implications to the SPG.**OR dtd.19-12-2025, whichever is earlier.**	In case the commissioning of the solar power plant is delayed beyond two months: The complete PBG amount shall be encashed. In case of delays of plant commissioning due to force majeure events as specified in the PPA, Procurer / MGVCL after having been satisfied with documentary evidences produced by the SPG for the purpose in regard to force majeure events, can extend the time in writing for commissioning date without any financial implications to the SPG.**OR dtd.19-12-2025, whichever is earlier.** However, if the available period between the date of LoA and dt.19-12-2025 is less than 12 months, the bidder has the option to withdraw their bid without any implications on either side.
F.8	Project Milestones & Timeline	
No. 6	Milestone : Completion of design, supply, installation, testing and commissioning of the SPV power plant and associated 11V line for connecting solar power plant with concerned substation along with Submission of the final land documents for the entire required land duly registered by appropriate revenue authority Timeline : T2+ 12 Months **OR dtd.19-12-2025, whichever is earlier**	Milestone : Completion of design, supply, installation, testing and commissioning of the SPV power plant and associated 11V line for connecting solar power plant with concerned substation along with Submission of the final land documents for the entire required land duly registered by appropriate revenue authority Timeline : T2+ 12 Months **OR dtd.19-12-2025, whichever is earlier** However, if the available period between the date of LoA and dt.19-12-2025 is less than 12 months, the bidder has the option to withdraw their bid without any implications on either side.
PPA Article-1:	Definition & Interpretation	
"Scheduled Commissioning Date" or "SCD" of the Project	"Scheduled Commissioning Date" or "SCD" of the Project : Shall mean the date after Twelve (12) months from date of issuance of Letter of Award (LoA) by MGVCL **OR dtd.19-12-2025, whichever is earlier.**	"Scheduled Commissioning Date" or "SCD" of the Project : Shall mean the date after Twelve (12) months from date of issuance of Letter of Award (LoA) by MGVCL **OR dtd.19-12-2025, whichever is earlier.** However, if the available period between the date of LoA and dt.19-12-2025 is less than 12 months, the bidder has the option to withdraw their bid without any implications on either side.

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PPA Article 5 :	Synchronization, Commissioning and Commercial Operation	
5.1.5	The SPG shall commission the Project within 12 months from date of issuance of Letter of Award(LoA) **OR dtd.19-12-2025, whichever is earlier**	The SPG shall commission the Project within 12 months from date of issuance of Letter of Award(LoA) **OR dtd.19-12-2025, whichever is earlier.** However, if the available period between the date of LoA and dt.19-12-2025 is less than 12 months, the bidder has the option to withdraw their bid without any implications on either side.

- **Due dates are extended as under:**

Tender No.	Description	Tender Fee Rs.	On line Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission last Date
MGVCL/Project/DSM/PM - KUSUM-C-FLS/TN-7	Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode.	Rs.11,800	Extended Up to **13.05.24 up to 16.00Hrs**	**14.05.24 up to 11.00Hrs**	Within 5 days of Bid opening i.e. **18.05.24 upto 16.00 Hrs**

Note: All other terms & conditions of tender remain unchanged.

Note

The interested bidders are requested be in touch with web sites https://tender.nprocure.com and GUVNL & MGVCL web sites www.gseb.com & www.mgvcl.com for any additions/corrections/modification/extension in due dates etc., before physical submission of bid.

Be in touch with above website till opening of the tender

Chief Engineer (Project)

30 / 4 / 2024 10:08:39

All Dates are in DD/MM/YYYY hh:mm as per Indian Standard Time (IST)

Hi, mgvcltechkbd(Kalpesh B Dhaber .)Madhya Gujarat Vij Company Limited

Bid Status

Dashboard > Tender Summary Report > **Bid Status**

Current Tender Details

Tender ID: 32807	IFB/Tender Notice No. . MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7 DT: 03-01-24	Description of Material/Name of Work · RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of MGVCL.
ECV(INR) :	Last Date For Bid Submission . 01-05-2024 16:00	Tender Type/Tender Category : Open/WORKS
Location : Vadodara	Department : Energy And Petrochemicals Department	Sub Department Corporate Office, Technical Section

Bid Status

No of Bids = 22

CLOSE

412

N/S-

MGVCL

OFFICE NOTE:

Ref. No.: MGVCL/Proj/DSM/PM KUSUM C FLS TN-7/136	Dt.13.05.24

Sub:	**Tender of Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode.** **----Amendment-10 for due dates extension**
Ref.:	(1) O.N. No.: MGCOV/SCH/e-file/2784/2024/0050/DSM Cell Dt.02.01.2024 (2) Tender ID: 32807 (3) Amendment-1 published on dt.25.01.2024 (4) Amendment-2 published on dt.09.02.2024 (5) Amendment-3 published on dt.29.02.2024 (6) Amendment-4 published on dt.11.03.2024 (7) Amendment-5 published on dt.18.03.2024 (8) Amendment-6 published on dt.30.03.2024 (9) Amendment-7 published on dt.08.04.2024 (10)Amendment-8 published on dt.20.04.2024 (11)Amendment-9 published on dt.30.04.2024

This has reference to on line tender invited & uploaded on website for Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode. The original due dates for above tender is as under;

Status	Online Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission Last Date	Remarks
Tender No: (MGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-7)	25.01.24	30.01.24	29.01.24	No Bid Received
Amendment-1	09.02.24	12.02.24	16.02.24	6nos. Bid Received
Amendment-2	29.02.24	01.03.24	06.03.24	13nos. Bid Received
Amendment-3	11.03.24	12.03.24	16.03.2	14nos. Bid Received
Amendment-4	18.03.24	19.03.24	26.03.24	15nos. Bid Received
Amendment-5	30.03.24	01.04.24	05.04.24	20nos. Bid Received
Amendment-6	09.04.24	12.04.24	19.04.24	22nos. Bid Received
Amendment-7	22.04.24	23.04.24	29.04.24	22nos. Bid Received
Amendment-8	01.05.24	02.05.24	09.05.24	22nos. Bid Received
Amendment-9	13.05.24	14.05.24	18.05.24	23nos. Bid Received

As on today i.e.13.05.2024 23 nos.bids have been received till due date/time. Hence, As directed by the competent authority to have more participation it is proposed to extend above mentioned tender for further 7 days as under;

Status	Online Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission Last Date	Remarks
Amendment-10	20.05.24 up to16.00Hrs	21.05.24 at 11.00Hrs	27.05.24 upto 16.00 Hrs	----

The draft amendment-10 for above mentioned tender for extension in due dates is put up herewith.
Note is put up for approval of extension in due dates for submission of bids for above mentioned tender through amendment-10".

Encl.: Amendment-10

13/5/24
DE (DSM)

SE (DSM) 13/5/24

To CE (Project) 13/5/24

541
14-5-24
GM (F&A) 15/5

Pl. Putup in esarkar from next time

To,
SE (DSM)

Corrigendum in PM KUSUM C Feeder Level Solarization Tender

413

MADHYA GUJARAT VIJ COMPANY LTD.
Corporate Office : Sardar Patel Vidyut Bhavan,
2nd Floor, Race Course, Vadodara - 390 007
Phone No. (D) 0265-2330635
e-mail : ceproj.mgvcl@gebmail.com
CIN No. U40102GJ2003SGC042907

AMENDMENT - 10

Published on dt.13.05.2024

Following amendment in due dates of Tender no: MGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-7 dt.03.01.2024 may please be considered.

- **Due dates are extended as under:**

Tender No.	Description	Tender Fee Rs.	On-line Tender Submission Last Date	Date of Opening of Bid	Physical Tender Submission last Date
MGVCL/Project/DSM/PM - KUSUM-C-FLS/TN-7	Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of MGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode.	Rs.11,800	Extended Up to **20.05.24 up to 16.00Hrs**	**21.05.24 up to 11.00Hrs**	Within 5 days of Bid opening i.e. **27.05.24 upto 16.00 Hrs**

Note: All other terms & conditions of tender remain unchanged.

Note

The interested bidders are requested be in touch with web sites https://tender.nprocure.com and GUVNL & MGVCL web sites www.gseb.com & www.mgvcl.com for any additions/corrections/modification/extension in due dates etc., before physical submission of bid.

Be in touch with above website till opening of the tender

Chief Engineer (Project)

13 / 5 / 2024 10:44:08

All Dates are in DD/MM/YYYY hh:mm as per Indian Standard Time (IST)

Hi, mgvcltechkbd(Kalpesh B Dhaber)Madhya Gujarat Vij Company Limited

Bid Status

Dashboard > Tender Summary Report > **Bid Status**

Current Tender Details

Tender ID: 32807	IFB/Tender Notice No. : MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7 DT: 03-01-24	Description of Material/Name of Work : RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of MGVCL.
ECV(INR) :	Last Date For Bid Submission : 13-05-2024 16:00	Tender Type/Tender Category : Open/WORKS
Location Vadodara	Department : Energy And Petrochemicals Department	Sub Department : Corporate Office, Technical Section

Bid Status

No of Bids = 23

CLOSE

13 / 5 / 2024 11:12:50

All Dates are in DD/MM/YYYY hh:mm as per Indian Standard Time (IST)

Hi, mgvcltechkbd(Kalpesh B Dhaber .)Madhya Gujarat Vij Company Limited

Tender Details

Home > Tender Details

Tender ID - 32807

View BOQ/Item Details

Organization Name	Madhya Gujarat Vij Company Limited
Location	Vadodara
Department	Energy And Petrochemicals Department
Sub Department	Corporate Office, Technical Section
IFB/Tender Notice No	MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7 DT: 03-01-24
Tender Creation Date	03-01-2024 16:44
Tender Type	Open
Tender Title/Name of Project	RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of MGVCL.
Description of Material/Name of Work	RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of MGVCL.
Sector Category	Power and Energy
Form of Contract	Turn-key
Product Category	Electrical Works
Tender Category	WORKS
Is ECV Visible to Supplier?	Yes
Estimated Cost Value	5,361,850,000 (Five Hundred Thirty Six Crore Eighteen Lacs Fifty Thousand Only)
Tender Currency Type	Single
Tender Currency Setting	Indian Rupee
Period of Completion/Delivery Period	As per tender Document Attached
Procurement Type	Works
Consortium / Joint Venture	N/A
Rebate	N/A
Alternate Decrypter	N/A

Calender Details

Bid Document Download Start Date	03-01-2024 21:00
Bid document download End Date	20-05-2024 16:00
Bid Submission Start Date	03-01-2024 21:00
Bid Submission Closing Date	20-05-2024 16:00
Tender NIT View Date	N/A
Remarks	Bidder has to submit DD/Banker's Cheque/ Pay Order /Bank Guarantee within 5 days from the scheduled date of on-line opening of Tender Fee & EMD stage (Preliminary Stage). (On working days, During office hours.)
Pre-Bid Meeting Mode	Offline
Pre-Bid Meeting Opening Date	10-01-2024 11:30
Bid validity	120 Days

Amount Details

Bidding Processing Fee (OFFLINE)	11,800.00 INR (Eleven Thousand Eight Hundred Only)
Bidding Processing Fee Payable to	MADHYA GUJARAT VIJ COMPANY LIMITED
Bidding Processing Fee Payable at	Vadodara

Bid Security/EMD/Proposal Security INR (OFFLINE)	15,319,600.00INR (One Crore Fifty Three Lacs Nineteen Thousand Six Hundred Only)
Bid Security/EMD/Proposal Security INR Payable to	Madhya Gujarat Vij Company Limited
Bid Security/EMD/Proposal Security INR Payable at	Vadodara
Bank Guarantee Minimum	300001 INR
Bank Guarantee Maximum	15319600 INR

Other Details

Officer Inviting Bids	CE (Proj)
Bid Opening Authority	CE (Proj)
Address	Corporate Office: Sardar Patel Vidyut Bhavan, 2nd Floor, Race Course, Vadodara - 390 007
Contact Details	ceproj.mgvcl@gebmail.com

General Terms & Conditions

General Terms and Conditions
(1) Bidders can download the tender document free of cost from the website.
(2) Bidders have to submit Technical bid as well as Price bid in Electronic format only on nprocure website till the Last Date & time for submission.
(3) Offers in physical form will not be accepted in any case.
(4) Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n)code solutions-A Division of GNFC Ltd., Bidders are requested to take benefit of the same.

Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate as per Information Technology Act-2000 (Class-III) using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contract (n)code solutions A division of GNFC Ltd. who are licensed Certifying Authority by Govt. of India.

In case bidders need any clarifications or if training required to participate in online tenders, they can contact (n)Procure Support team:-

(n)code Solutions-IT division of GNFC Ltd.,
(n)Procure Cell
304, GNFC Infotower, S.G. Road,
Bodakdev, Ahmedabad – 380054 (Gujarat)

+Contact Details
Phone
+91-79-40007517, 40007514, 40007515.
E-mail : nprocure@ncode.in

TOLL FREE NUMBER: 73590 21663

Other Terms & Conditions as per detailed tender documents

Tender Documents

Sr No	Document Name	Document Definition
1	1. MGVCL_RfS PM KUSUM_C-FLS. TN-7.pdf	1. MGVCL_RfS PM KUSUM_C-FLS. TN-7
2	2. ANX-1-Metering Infrastructure and RMS Architechture.pdf	2. ANX-1-Metering Infrastructure and RMS Architechture
3	3. ANX-2-PPA -SPG-for FLS-PMKUSUM-C-MGVCL.pdf	3. ANX-2-PPA -SPG-for FLS-PMKUSUM-C-MGVCL
4	Annexure-3.pdf	Annexure-3
5	Amendment-I for due dates extension PM KUSUM TN-7.pdf	Amendment-I for due dates extension PM KUSUM TN-7
6	Amendment-2 for due dates extension PM KUSUM TN-7.pdf	Amendment-2 for due dates extension PM KUSUM TN-7.pdf
7	Amendment-3 for due dates extension PM KUSUM TN-7.pdf	Amendment-3 for due dates extension PM KUSUM TN-7.pdf
8	Amendment-4 for due dates extension PM KUSUM TN-7.pdf	Amendment-4 for due dates extension PM KUSUM TN-7.pdf
9	Amendment-6 for due dates extension PM KUSUM TN-7.pdf	Amendment-6 for due dates extension PM KUSUM TN-7
10	Amendment-7 for due dates extension PM KUSUM TN-7.pdf	Amendment-7 for due dates extension PM KUSUM TN-7
11	Amendment-8 for due dates extension PM KUSUM TN-7.pdf	Amendment-8 for due dates extension PM KUSUM TN-7.pdf

Sr No	Document Name	Document Definition
12	Amendment-9 for due dates extension PM KUSUM TN-7.pdf	Amendment-9 for due dates extension PM KUSUM TN-7.pdf
13	Amendment-10 for due dates extension PM KUSUM TN-7.pdf	Amendment-10 for due dates extension PM KUSUM TN-7.pdf

Tender stages

Stage Name	Evaluation Date	Minimum Forms for Submission	Evaluation Dependency
Preliminary Stage	21-05-2024 11:00	0	
Technical Stage	29-05-2024 11:00	0	Preliminary Stage
Price Bid Stage	05-06-2024 11:00	0	Technical Stage

1.Preliminary Stage

Form Id	Form Name	Form Mode	Submission Type	Mandatory	Action
7139	Tender Fee and EMD Details	User Defined Template-Standard	Single	Yes	
7138	FORM-4 Undertaking for producing GSTIN	User Defined Template-Standard	Single	Yes	
7141	Details of NEFT/RTGS/Online of Bidder	User Defined Template-Standard	Single	Yes	

Documents required for Stage - Preliminary Stage

Sr No	Document Name	Mandatory
1	Attach scan copy of tender fee - RTGS/NEFT/Online	Yes
2	Attach scan copy of EMD - DD/RTGS/NEFT/Bank Guarantee (As per form-9)	Yes
3	Form-3 Summary of offered capacity bidded and EMD Detail	Yes
4	Form-4 Undertaking for producing GSTIN	No
5	Attach scan copy of cancelled cheque	No
6	Attach scan copy of GSTIN Document	No

2.Technical Stage

Form Id	Form Name	Form Mode	Submission Type	Mandatory	Action
7142	Form-1· Bid Submission Letter with Undertaking of RFP Conditions	User Defined Template-Standard	Single	Yes	
7140	Form-2 Summary Details of Bidder	User Defined Template-Standard	Single	Yes	

Documents required for Stage - Technical Stage

Sr No	Document Name	Mandatory
1	Form-3 Summary of Substation wise offered Plant capacity and EMD details	Yes
2	Form-4 Undertaking for producing GSTIN	Yes
3	Form-1: Bid Submission Letter with Undertaking of RFP Conditions.	Yes
4	Form-2 Summary Details of Bidder	Yes
5	Form-7 Power of Attorney in favour of Authorized Signatory (In Case Bidder is Joint Venture)	No
6	Form-8 Undertaking by the Joint Venture Partners (In Case Bidder is Joint Venture)	No
7	Form-5 Positive Net-worth Certificate of Bidder	Yes
8	Form-6 Power of Attorney in favour of Authorized Signatory (In Case of Bidder is Single Entity)	No
9	PAN card	Yes
10	GST Certificate	Yes
11	Form-9 EMD Bank Guarantee Format	No
12	Kindly Create eAuction ID on https//e-auction.nprocure.com and provide the same on Letter pad	Yes
13	Income Tax Return (ITR) of FY 2022-23 or Charted Accountant Certificate in support of positive Net worth (duly mentioning UDIN).	No
14	Copy of Registration / Incorporation Certificate	No
15	In case of LLP – Copy of Registration Certificate and LLP Agreement	No
16	In case of Partnership – Copy of Deed of Partnership	No
17	Details of Directors of Company as on date of submission of bid duly certified by practicing Company Secretary	No

3.Price Bid Stage

Form Id	Form Name	Form Mode	Submission Type	Mandatory	Action
7143	Price Bid	User Defined Template-Secured	Single	Yes	