1114

PNV ENERGY PRIVATE LIMITE

Shop No. A 23, Royal Complex, Opp. R.T.O. Office,
Savgadh, Himatnagar Sabarkantha 383001 Gujarat
(CIN No. U35105GJ2024PTC150115)

PNV Energy Private Limited Himatnagar

Date: 22-10-2024

To,
The Chief Engineer (Project)
Madhya Gujarat Vij Company Limited (MGVCL)
Sardar Patel Vidyut Bhavan, Race Course,
Vadodara – 390007, Gujarat.
Email: ceproj.mgvcl@gebmail.com

Subject: Unconditional Acceptance of Letter of Intent (LoI) – RFS No. MGVCL/Proj/DSM/PM-KUSUM-C-FLS/TN-7/559

Dear Sir,

We refer to your Letter of Intent (LoI) Ref. No. MGVCL/Proj/DSM/PM-KUSUM-C-FLS/TN-7/559 dated 15-10-2024, selecting **PNV Energy Private Limited** as the Solar Power Generator (SPG) for the project under the **PM-KUSUM Scheme**, as per the terms mentioned therein.

We hereby submit our **unconditional acceptance** of the LoI for the capacity of **2.0 MW** at the fixed tariff rate of **₹2.40 per kWh** for a period of 25 years, inclusive of all applicable taxes and duties, for the solarization of the **MG-FLS-SS-116 66kV Mota Khanpur Sub-station, Kadana Division**.

We acknowledge that this acceptance is subject to approval of the tariff by the Hon'ble GERC and subsequent milestones outlined in the RFS. We also confirm adherence to the use of domestically manufactured Solar PV cells and modules as required under the PM-KUSUM scheme guidelines.

Please consider this as our official and unconditional acceptance of the offer.

Thank you for providing us this opportunity to contribute to the solarization project.

Yours faithfully,
For PNV Energy Private Limited
PNV Energy Private Limited
Director

PNV Energy Private Limited Himatnagar

Nareshbhai Bharatbhai Parmar
Authorized Signatory
PNV Energy Private Limited
Contact: 9429967274
Email: n9429967274@gmail.com

1115

CIN No. : ABZ-5847

ONIX-TECH RENEWABLE (INDIA) LLP

O.W.:- OTRIL/RESCO/23-24/LOI/007

Date: - 18/10/2024

To,
The Chief Engineer (Project),
Madhya Gujarat Vij Company Ltd.,
Sardar Patel Vidyut Bhavan, Race Course
Vadodara-390007, (Gujarat)

Subject: - Submitting of Our Acceptance Against Your Offered Letter of Intent (LOI).

Ref No. 1. LOI No. MGVCL/Proj/DSM/PM KUSUM C FLS/TN-7/560 Date: 15-10-2024

Respected Sir,

As Per Your Office Letter of Intent (LOI) for Plant No MG-FLS-SS-120.

We Accepted Tariff Rate & MW Capacity offered By Your of LOI.

Thank You.

ONIX TECH RENEWABLE (INDIA) LLP RAJKOT

ONIX TECH RENEWABLE (INDIA) LLP

Flat No-14 Aalap Senchuri, Akashwani Road, Rajkot, Gujarat-360005.
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+91 90 23 41 93 57
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1116

CIN No.: ABZ-5847

ONIX-TECH RENEWABLE (INDIA) LLP

O.W.:- OTRIL/RESCO/23-24/LOI/003

Date: - 18/10/2024

To,
The Chief Engineer (Project),
Madhya Gujarat Vij Company Ltd.,
Sardar Patel Vidyut Bhavan, Race Course
Vadodara-390007, (Gujarat)

Subject: - Submitting of Our Acceptance Against Your Offered Letter of Intent (LOI).

Ref No. 1. LOI No. MGVCL/Proj/DSM/PM KUSUM C FLS/TN-7/561 Date: 15-10-2024

Respected Sir,

As Per Your Office Letter of Intent (LOI) for Plant No MG-FLS-SS-75.

We Accepted Tariff Rate & MW Capacity offered By Your of LOI.

Thank You.

ONIX TECH RENEWABLE (INDIA) LLP

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+91 90 23 41 93 57
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Website : www.raghuvirdevelopers.com
E-mail : sales@rdb.net.in

1117

Date :

Ref :

Date : 17/10/2024

To,

Chief Engineer (Project)

MGVCL Corporate Office,

MGVCL, Vadodara

Subject : Acceptance of rates & solar power plant capacity (Ref. : RFS No: MGVCL/Project/DSM/PM KUSUM-C-FLS/TN-7, Dt. 03.01.2024)

Ref. : Your letter received by Email for acceptance of LOI vide no. MGVCL/Proj/DSM/PM KUSUM C FLS/TN-7/562 Dated 15-10-2024.

Dear Sir,

With reference to your letter of intent (LOI) Ref. No : MGVCL/Proj/DSM/PM KUSUM C FLS/TN-7/562 Dated 15-102024, **here we are accepting rates and capacity mentioned in below table as per your letter.**

Sr. No.	Name of Plant	Name of Sub-station	Name of Division	Name of Sub - Division	Notified Capacity of SS in MW	Offered capacity in MW	Fixed Tariff for the Capacity offer in Form-3 against given Name of plant no. for 25 Yr, Incl. appl. taxes(Inc.GST) etc Rs/KWH
1	MG-FLS-SS-54	66 KV Ratanpur	Bodeli	Naswadi	2.0	2.0	2.51

We request you to proceed further in this matter.

Yours faithfully,

For Raghuvir Developers and Builders

FOR RAGHUVIR DEVELOPERS AND BUILDERS

Ponkia

PARTNER

RAGHUVIR DEVELOPERS & BUILDERS SURAT

Shivlal S. Ponkia

Partner

1118

CIN No. : ABZ-5847

ONIX-TECH RENEWABLE (INDIA) LLP

O.W.:- OTRIL/RESCO/23-24/LOI/006

Date: - 18/10/2024

To,
The Chief Engineer (Project),
Madhya Gujarat Vij Company Ltd.,
Sardar Patel Vidyut Bhavan, Race Course
Vadodara-390007, (Gujarat)

Subject: - Submitting of Our Acceptance Against Your Offered Letter of Intent (LOI).

Ref No. 1. LOI No. MGVCL/Proj/DSM/PM KUSUM C FLS/TN-7/563 Date: 15-10-2024

Respected Sir,

As Per Your Office Letter of Intent (LOI) for Plant No MG-FLS-SS-117.

We Accepted Tariff Rate & MW Capacity offered By Your of LOI.

Thank You.

ONIX TECH RENEWABLE (INDIA) LLP

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BHARAT BHAI K. BHARVAD

Ref. No. MGVCL/Proj/DSM/PM KUSUM C FLS/TN-7/ 564 Dt. 15-10-2024

Acceptance Letter, By Email

To,

Cheif Engineer, (Projects)

MGVCL, Corporate Office

Sardar Patel Vidhyut Bhavan,

Race Course, Vadodara-390007

Sub : 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 Solarizat]on of 11 I(V Agricultural feeders emanating from selected 66/11 KV Sub-stations in the supply area Of MGVCL under PM-KuSUM Scheme Feeder level Solarization through RESC0 Mode.

Ref 1:- Your LoI (Letter Of Intent) sent via Email

Dear Sir/Mam,

In the response to email regarding LOI. Myself, Bharatbhai K Bharwad, unconditionally **ACCEPT** the Letter of Intent (LOI) provided by you regarding the below mentioned plant along with the rates as mentioned under:-

Sr. No.	Name of Plant	Name of Sub-station	Name of Division	Name of Sub-division	Notified Capacity of SS in MW	Offered Capacity in MW	Fixed Tariff for the Capacity offered in Form-3 against the given Name of plant - number for 25 Years, Inclusive applicable taxes (Inclu. GST), duties, etc.. (Rs. Per KWH)
1	MG-FLS-SS-62	66kv Savli	Baroda	Savli	3.0	3.0	2.99

Consider this Email as the official CONFIRMATION for LOI @Rs.2.99 per KWH.

Thanks & Regards,

Bharat

BharatBhai K Bharwad

1120

CIN No. : ABZ-5847

ONIX-TECH RENEWABLE (INDIA) LLP

O.W.:- OTRIL/RESCO/23-24/LOI/004

Date: - 18/10/2024

To,
The Chief Engineer (Project),
Madhya Gujarat Vij Company Ltd.,
Sardar Patel Vidyut Bhavan, Race Course
Vadodara-390007, (Gujarat)

Subject: - Submitting of Our Acceptance Against Your Offered Letter of Intent (LOI).

Ref No. 1. LOI No. MGVCL/Proj/DSM/PM KUSUM C FLS/TN-7/565 Date: 15-10-2024

Respected Sir,

As Per Your Office Letter of Intent (LOI) for Plant No MG-FLS-SS-85.

We Accepted Tariff Rate & MW Capacity offered By Your of LOI.

Thank You.

ONIX TECH RENEWABLE (INDIA) LLP RAJKOT

ONIX TECH RENEWABLE (INDIA) LLP

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CIN No. : ABZ-5847

ONIX-TECH RENEWABLE (INDIA) LLP

O.W.:- OTRIL/RESCO/23-24/LOI/002

Date: - 18/10/2024

To,
The Chief Engineer (Project),
Madhya Gujarat Vij Company Ltd.,
Sardar Patel Vidyut Bhavan, Race Course
Vadodara-390007, (Gujarat)

Subject: - Submitting of Our Acceptance Against Your Offered Letter of Intent (LOI).

Ref No. 1. LOI No. MGVCL/Proj/DSM/PM KUSUM C FLS/TN-7/566 Date: 15-10-2024

Respected Sir,

As Per Your Office Letter of Intent (LOI) for Plant No MG-FLS-SS-71.

We Accepted Tariff Rate & MW Capacity offered By Your of LOI.

Thank You.

ONIX TECH RENEWABLE (INDIA) LLP RAJKOT

ONIX TECH RENEWABLE (INDIA) LLP

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PNV ENERGY PRIVATE LI ITED

Shop No. A 23, Royal Complex, Opp. R.T.O. Office,
Savgadh, Himatnagar Sabarkantha 383001 Gujarat
(CIN No. U35105GJ2024PTC150115)

PNV Energy Private Limited Himatnagar

Date: 22-10-2024

To,
The Chief Engineer (Project)
Madhya Gujarat Vij Company Limited (MGVCL)
Sardar Patel Vidyut Bhavan, Race Course,
Vadodara – 390007, Gujarat.
Email: ceproj.mgvcl@gebmail.com

Subject: Unconditional Acceptance of Letter of Intent (LoI) – 66kV Varadhari Sub-Station under PM KUSUM Component-C Feeder Level Solarization Tender (TN-7)

Dear Sir,

We refer to your Letter of Intent (LoI) RFS No. MGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-7/567 dated **16-10-2024** for the **66kV Varadhari Sub-station** under the **PM KUSUM Component-C Feeder Level Solarization tender (TN-7)**.

We hereby submit our **unconditional acceptance** of the LoI for the capacity of **2.0 MW** at the fixed tariff rate of **₹2.15 per kWh**, inclusive of all applicable taxes and duties.

We fully agree to the terms and conditions outlined in the tender documents and the LoI, including the requirement to use domestically manufactured Solar PV cells and modules as per the PM KUSUM guidelines.

Please consider this as our official and unconditional acceptance of the offer.

Thank you for the opportunity to contribute to this important solarization project.

Yours faithfully,

Energy Private Limited
Director

Nareshbhai Bharatbhai Parmar
Authorized Signatory
PNV Energy Private Limited
Contact: 9429967274
Email: n9429967274@gmail.com

PNV Energy Private Limited Himatnagar

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PNV ENERGY PRIVATE LIMITED

Shop No. A 23, Royal Complex, Opp. R.T.O. Office,
Savgadh, Himatnagar Sabarkantha 383001 Gujarat
(CIN No. U35105GJ2024PTC150115)

PNV Energy Private Limited Himatnagar

Date: 22-10-2024

To,
The Chief Engineer (Project)
Madhya Gujarat Vij Company Limited (MGVCL)
Sardar Patel Vidyut Bhavan, Race Course,
Vadodara – 390007, Gujarat.
Email: ceproj.mgvcl@gebmail.com

Subject: Unconditional Acceptance of Letter of Intent (LoI) – 66kV Debhari Sub-Station under PM KUSUM Component-C Feeder Level Solarization Tender (TN-7)

Dear Sir,

We refer to your Letter of Intent (LoI) RFS No. MGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-7/568 dated **16-10-2024** for the **66kV Debhari Sub-station** under the **PM KUSUM Component-C Feeder Level Solarization tender (TN-7)**.

We hereby submit our **unconditional acceptance** of the LoI for the capacity of **2.0 MW** at the fixed tariff rate of **₹2.17 per kWh**, inclusive of all applicable taxes and duties.

We fully agree to the terms and conditions outlined in the tender documents and the LoI, including the requirement to use domestically manufactured Solar PV cells and modules as per the PM KUSUM guidelines.

Please consider this as our official and unconditional acceptance of the offer.

Thank you for the opportunity to contribute to this important solarization project.

Yours faithfully,
Energy Private Limited
Director

PNV Energy Private Limited Himatnagar

Nareshbhai Bharatbhai Parmar
Authorized Signatory
PNV Energy Private Limited
Contact: 9429967274
Email: n9429967274@gmail.com

1124

ISO 9001 - 2015 Certified
E-mail : info@pioneersecure.com
Website : www.pioneersecure.com

PIONEER Security Solutions Pvt. Ltd.

Date-17.10.2024

Unconditional Acceptance of Letter of Intent (LoI)

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

Sub: Unconditional Acceptance of Letter of Intent (LoI)
Ref: LoI No. MGVCL/Project/DSM/PM KUSUM-C FLS/TN-7/569 Date: 03.01.2024

We, Pioneer Security Solutions Pvt. Ltd. have received Letter of Intent offered by MGVCL as per above subject reference. We hereby unconditionally accept above Letter of Intent issued to us which is having following details.

Tender No.	Name of Sub-station	Name of Division	Name of Sub-Division	Notified Capacity of SS in MW	Offered Capacity of SS in MW	Accepted Capacity in MW	Accepted Fixed tariff for 25 years including applicable taxes including GST, duties etc. (Rs. Per kwh) All inclusive Tariff up to 2 decimal places Rs.
MG-FLS-SS-109	**66kv Movasa-A**	**Lunawada**	**Lunawada-1 Santrampur-1 Kadana**	**4.0**	**4.0**	**4.0**	**2.34**

We hereby also confirm that we shall maintain EMD validity for the entire period till MGVCL completes the process of approval of adoption of tariff from Hon'ble GERC and take further action as per tender condition.

Authorized Signatory with
Company Stamp

MADHYA PRADESH ODISHA PUNJAB RAJASTHAN TAMIL NADU TELANGANA UTTAR PRADESH UTTARAKHAND

STERED OFFICE : PIONEER SECURITY SOLUTIONS PVT. LTD.
"Pioneer House" 85, Bombay Deluxe Warehouse, Nr. Mony Hotel Narol Road,Ahmedabad - 382443.
Ph. No. : 079-48486677, M. : 9909026677, 9909026674, 9825098956, 9825994777

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PNV ENERGY PRIVATE LI ITED

Shop No. A 23, Royal Complex, Opp. R.T.O. Office,
Savgadh, Himatnagar Sabarkantha 383001 Gujarat
(CIN No. U35105GJ2024PTC150115)

PNV Energy Private Limited Himatnagar

Date: 22-10-2024

To,
The Chief Engineer (Project)
Madhya Gujarat Vij Company Limited (MGVCL)
Sardar Patel Vidyut Bhavan, Race Course,
Vadodara – 390007, Gujarat.
Email: ceproj.mgvcl@gebmail.com

Subject: Unconditional Acceptance of Letter of Intent (LoI) – 66kV Limda Muvadi Sub-Station under PM KUSUM Component-C Feeder Level Solarization Tender (TN-7)

Dear Sir,

We refer to your Letter of Intent (LoI)) RFS No. MGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-7/570 for the **66kV Limda Muvadi Sub-station** under the **PM KUSUM Component-C Feeder Level Solarization tender (TN-7)**.

We hereby submit our **unconditional acceptance** of the LoI for the capacity of **2.0 MW** at the fixed tariff rate of **₹2.15 per kWh**, inclusive of all applicable taxes and duties.

We fully agree to the terms and conditions outlined in the tender documents and the LoI, including the requirement to use domestically manufactured Solar PV cells and modules as per the PM KUSUM guidelines.

Please consider this as our official and unconditional acceptance of the offer.

Thank you for the opportunity to contribute to this important solarization project.

Yours faithfully,

PNV Energy Private Limited

Director

Nareshbhai Bharatbhai Parmar
Authorized Signatory
PNV Energy Private Limited
Contact: 9429967274
Email: n9429967274@gmail.com

PNV Energy Private Limited Himatnagar

1126

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E-mail : info@pioneersecure.com
Website : www.pioneersecure.com

PIONEER Security Solutions Pvt. Ltd.

MADHYA PRADESH ODISHA PUNJAB RAJASTHAN TAMIL NADU TELANGANA UTTAR PRADESH UTTARAKHAND

Date-17.10.2024

Unconditional Acceptance of Letter of Intent (LoI)

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

Sub: Unconditional Acceptance of Letter of Intent (LoI)
Ref: LoI No. MGVCL/Project/DSM/PM KUSUM-C FLS/TN-7/571 Date: 03.01.2024

We, Pioneer Security Solutions Pvt. Ltd. have received Letter of Intent offered by MGVCL as per above subject reference. We hereby unconditionally accept above Letter of Intent issued to us which is having following details.

Tender No.	Name of Sub-station	Name of Division	Name of Sub-Division	Notified Capacity of SS in MW	Offered Capacity of SS in MW	Accepted Capacity in MW	Accepted Fixed tariff for 25 years including applicable taxes including GST, duties etc. (Rs. Per kwh) All inclusive Tariff up to 2 decimal places Rs.
MG-FLS-SS-119	**66kv Chalamali**	**Dabhoi**	**Kosindra**	**3.0**	**3.0**	**3.0**	**2.25**

We hereby also confirm that we shall maintain EMD validity for the entire period till MGVCL completes the process of approval of adoption of tariff from Hon'ble GERC and take further action as per tender condition.

Authorized Signatory with
Company Stamp

STERED OFFICE : PIONEER SECURITY SOLUTIONS PVT. LTD.
"Pioneer House" 85, Bombay Deluxe Warehouse, Nr. Mony Hotel Narol Road,Ahmedabad - 382443.
Ph. No. : 079-48486677, M. : 9909026677, 9909026674, 9825098956, 9825994777

1127

MEC
MECpower solutions Ltd.

Acceptance against Letter of Intent

Date: 16.10.2024

Subject: Acceptance of Letter of Intent 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 4 MW

Ref:

1)Bid No: MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7 dated 03-01-2024.

2)LOI No: MGVCL/Proj/DSM/PM-KUSUM-C-FLS/ TN-7/572 dated 15-10-2024.

Dear sir,

We are pleased to accept the Letter of Intent (LOI) dated 15.10.2024 outlining the proposed terms 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 4 MW.

We confirm our intention to move forward with the Bid terms as described in LOI.

Thanks & Regards,

Manoj Oshal

MECPOWER SOLUTIONS LIMITED VADODARA

Mecpower Solutions Limited

+91 92650 45705
sales@mecpower.in
www.mecpower.in

MECpower Solutions Ltd
8-C Kamdhenu estate, Opp. Gorwa water tank,
Gorwa, Vadodara, Gujarat 390003, India

1128

D R Kharwa - DE DSM 3

From: SHIV SALES <shivsaleskpj@gmail.com>
Sent: 28 October 2024 15:08
To: D R Kharwa - DE DSM 3; sedsm.mgvcl@gebmail.com; ceproj.mgvcl@gebmail.com
Cc: Solarexpert35@gmail.com
Subject: Acceptance of PM KUSUM Yojana Proposal

Dear Sir,

I am writing to formally accept the offer under the PM KUSUM Scheme for the solar power generation project as per our previous correspondence. MGVCL's selection of our proposal for the solarization of 11 KV agricultural feeders is greatly appreciated.

We acknowledge the competitive bidding process and the subsequent reverse e-auction results, confirming our capacity of 1.0 MW at the quoted fixed tariff of Rs. 3.00 per unit for a period of 25 years. We accept the terms and conditions as outlined in the tender/RFS documentation.

Please find below the details of the project for confirmation:

Project Details:
- Name of Plant: MG-FLS-SS-67
- Name of Sub-station: 66kV Anara, Mahemdabad
- Capacity Offered: 1.0 MW
- Quoted Fixed Tariff: Rs. 3.00 per KWH (inclusive of applicable taxes, GST, and duties)

We look forward to collaborating with MGVCL to ensure the successful implementation of this project. Please let us know if you require any further information or documentation from our side.

Thank you once again for this opportunity.

Ref. No. MGVCL/Proj/DSM/PM KUSUM C FLS/TN-7/574 Dt: 21-10-2024

Acceptance Letter, By E-mail

To,
Chief Engineer (Project)
MGVCL, Corporate Office
Sardar Patel Vidhyut Bhavan,
Race Course, Vadodara- 390007

Sub : 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: 1) Your LoI (Letter of Intent) sent via email dt: 15-10-24

Dear Sir/Madam,

In the response to your email regarding LOI. Myself, Vora Tirthraj Hareshbhai, unconditionally accept the Letter of intent provided by you regarding the below mentioned plant along with the rates as mentioned here under:

Sr No.	Name of Plant	Name of Sub-Station	Name of Division	Name of Sub-Division	Notified Plant Capacity in MW	Offered Capacity in MW	Fixed tariff for the capacity offered for 25 years (Rs. Per KWH)
1	MG-FLS-SS-61	66kv Ankaliya	Baroda	Desar	1.0	1.0	2.99

Thanks and Regards,

For,
VORA TIRTHRAJ HARESHBHAI
Proprietor

Vora Tirthraj Hareshbhai

+91 9537369292 | 15/A Maple Homes, Near Shapath Flats, New Alkapuri, Gotri, Vadodara, Gujarat-390021 | tirthrajvora@gmail.com

1130

PNV ENERGY PRIVATE LIMITED

Shop No. A 23, Royal Complex, Opp. R.T.O. Office,
Savgadh, Himatnagar Sabarkantha 383001 Gujarat
(CIN No. U35105GJ2024PTC150115)

PNV Energy Private Limited Himatnagar

Date:- 26-10-2024

To,
Chief Engineer (Projects),
Madhya Gujarat Vij Company Limited (MGVCL),
Sardar Patel Vidyut Bhavan,
Race Course, Vadodara - 390007,
Gujarat.

Sub: Unconditional Acceptance of Letter of Intent (LOI) – Solar Power Project under PM-KUSUM Scheme

Ref: LOI Ref. No. MGVCL/Proj/DSM/PM KUSUM C FLS/TN-7/600 Dt. 25-10-2024

Dear Sir,

With reference to the Letter of Intent (LOI) dated October 25, 2024, regarding the selection of our company, **PNV Energy Private Limited**, as the Solar Power Generator (SPG) for the solarization of 11 KV Agricultural Feeders under the PM-KUSUM Scheme, we hereby provide our **unconditional acceptance** of the terms mentioned therein.

We accept the offered fixed tariff rate of Rs. 3.00 per KWH for the capacity of **0.5 MW** from the **MG-FLS-SS-108 66KV Limbadiya** substation for a duration of 25 years, subject to approval by the Hon'ble Gujarat Electricity Regulatory Commission (GERC).

We look forward to receiving further instructions from MGVCL regarding the next steps, including the filing of a petition for the adoption of the tariff by the GERC.

Kindly acknowledge the receipt of this acceptance letter.

Thank you for the opportunity, and we assure our full cooperation.

Best Regards,

PNV Energy Private Limited

Director

PNV Energy Private Limited Himatnagar

Nareshbhai Bharatbhai Parmar
Authorized Signatory
PNV Energy Private Limited
Contact: 9429967274
Email: n9429967274@gmail.com

ARISSOLAR™

To,

SE (DSM Cell)
Corporate Office
MGVCL

SUBJECT: Acceptance of Letter of Intent (LOI) for 66kv Panwad (MG FLS SS 53 solar plant) under PM KUSUM Component-C Feeder Level Solarization tender (TN-7)

Ref. No. MGVCL/Proj/DSM/PM KUSUM C FLS/TN-7/598, DT. 28/10/2024

This letter is to inform you that we accept the Letter of Intent (LOI) for 66kv Panwad (MG FLS SS 53 solar plant) under PM KUSUM Component-C Feeder Level Solarization tender (TN-7).

ARIS SOLAR VADODARA

RAHUL PRABHUDAS PATEL
ARIS SOLAR

1111, Samanvay Silver,
Shivaji Chowk, Mujmahuda,
Akota, Vadodara
816 085 8906
www.arissolar.in
info@arissolar.in

॥ શ્રીજી ॥

PAVAN INDUSTRIES

Plot No. 3, Balasinor Road, At. KATHLAL-387630, Dist. Kheda.
Mo. 9879264144, 9427388430. E-mail : vijaypatel_btm@yahoo.com

GSTIN No. 24BQOPP5517Q1Z1

1132

Date: 29.10.2024

To,
The Chief Engineer
Madhya Gujarat Vij Company Ltd. (MGVCL)

Subject: Unconditional Acceptance of LOI for 66 KV Ruppura (MG FLS SS 79 Solar Plant) under PM KUSUM Component-C Feeder Level Solarization Tender (TN-7)

Ref:
(i) MGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-7 dt. 03-01-2024 (Tender ID: 32807)
(ii) Our Offer Submitted Online on N-Procure

Dear Sir/Madam,

We hereby acknowledge receipt of the **Letter of Intent (LOI)** for the **66 KV Ruppura (MG FLS SS 79 Solar Plant)** under the **PM KUSUM Component-C Feeder Level Solarization Tender (TN-7)**.

We are pleased to confirm our **acceptance** of the offered rate for the capacity specified in the LOI.

We look forward to further instructions and are committed to completing the project as per the terms outlined.

Thank you for the opportunity, and we look forward to your continued support.

With Best Regards,

PAVAN INDUSTRIES Authorised Signature KATHLAL

GST No:- 24GZEPM0394G1ZB

શિવ – શક્તિ ટ્રેડર્સ

હીરાપુર (ખેરમાળ ફળિયા) ડેરીની બાજુમાં, તા. સંતરામપુર, જી. મહીસાગર

એ. બી. પારગી

Mo. 9638738501

Ref.No. :- SS/24/10/28

Date :- 28th October, 2024

Offered acceptance, By E-mail

To,
MADHYA GUJARAT VIJ COMPANY LIMITED
Sardar Patel Vidyut Bhavan,
Race Course, Vadodara 390007.

Sub: We agree for tariff of Rs.3.00 per unit with capacity offered as per RFS of PM- KUSUM Scheme Component-C-Feeder Level Solarization through RESCO model.

Ref.No. :- MGVCL/Proj/DSM/PM KUSUM C FLS/ TN-7/ 524

Dear Sir/Madam,

This refers to the above RFS, your offer and further correspondence, MGVCL has selected us to purchase electricity from solar power projects through competitive bidding process (through reverse-e-auction) for solarization of 11 kv agricultural feeders from 66/ 11 kv subs. Thank you for choosing to be (SPG) Rs. 3.00 per unit as per the terms and conditions mentioned in station tender / RFS in supplier area of MGVCL under PM Kusum scheme feeder level solarization we approve. Rest of the details are as follows.

Sr. No.	Name of Plant	Name of Sub Station	Name of Division	Notified Capacity of SS in MW	Fixed Tariff for the Capacity offeredin Form 3 against the given Name of Plant – number for 25 Years, Inclusive applicable taxes (Inclu. GST), Duties, etc. (Rs. Per KWH)	Offered Capacity in MW
1	MG-FLS-SS-118	66kv Valakhedi	Lunawada	0.5	**3.00**	0.5

Rs.3.00 per unit for the offered capacity allocated from MGVCL which is accepted by us.

એ.બી. પારગી
Shiv-Shakti Traders

Proprietor

1134

MADHYA GUJARAT VIJ COMPANY LIMITED

Registered Office: Sardar Patel VidyutBhavan, Race Course, Vadodara 390007.
Tel.No : (0265) 2310582-86 - Fax No : (0265) 2337918 / 2338164
Web Site:www.mgvcl.com E-mail:(ceproj.mgvcl@gebmail.com)
CIN: U40102GJ2003SGC042907

STAGE - 5 LoI (Letter of Intent)STAGE
BID COMMITTEE REPORT

Dt.16/11/2024

(1) RfsNo. MGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-7 Dt.03-01-2024
(2) Stage-4 e-Reverse auction committee report Dt. 14-08-2024
(3) Approved ON vide MGCOV/SCH/e-file/2784/2024/7293/DSM Cell Dt.05-09-2024
(4) MGVCL's 157th Board meeting Dt.25-09-2024
(5) MGVCL Board meeting Resolution No. MGVCL/CS/157th BM/2024/365 Dt.14-10-2024
(6) Approved ON vide MGVCL/Proj/PM KUSUM C FLS/TN-7 Dt.11-10-2024

In continuation with e-reverse auction stage-4, the matter was put up before the MGVCL's Board vide letter under ref-3. The note was approved & decided to put up the matter before the MGVCL's Board.

Accordingly, Board note prepared & put up before the MGVCL's 157th Board meeting held on dtd.25-9-2024.

The board of MGVCL, vide Board resolution MGVCL/CS/157th BM/2024/365dtd.14-09-24; BM: 157.20/2916 has resolved following vide board resolution under ref-5;

The Board took note that GUVNL has approved in the previous tenders for accepting the bids having tariff rate up to Rs.3.00 per unit. Subsequently, Hon'ble GERC has approved and adopted the tariff received up to Rs.3.00 per unit in PGVCL & UGVCL for the similar tenders of PM-KUSUM Component-C Feeder Level solarization.

The Board also took note of the importance and urgency of the LOA to be placed by getting approval from the Hon'ble GERC for adoption of tariff.After due deliberation, the Board passed the following resolution unanimously, "RESOLVED THAT the approval of the Board be and is hereby accorded for placing of LoI to various bidders in various plants as under;

(a) To issue LoI for the Solar plants Substations against which the tariff is received up to Rs. 3.00/- per unit.
(b) To issue LoI to e-reverse auction L-1 bidders of 28 plants having more than one bid, at the rate of e-reverse auction L-1 rate of the plant OR Rs.3.00/- per unit, whichever is less.
(c)To issue counter offer to other than "e-reverse auction L-1 bidders" of 28 plants having more than one bid, at the rate of "e-reverse auction L1 bidder's rate" of the plant OR the Rs. 3.00/- per unit, whichever is less for the remaining capacity in the bucket of the respective bid. On receipt of confirmation of acceptance of counter offered price, we may issue LoI as per the bucket filling mechanism till the notified capacity of the plants is exhausted as per RFS.
(d) The negotiation be carried out with single bidders by the Committee consisting of Managing Director of MGVCL, Shri K P Jangid (Director), Shri K M Shringarpure, Prof. Ajay Pandey, and Prof. S. Raman (Independent Directors).

(e) To issue LoI to bidders of 11 plants having single bid, at the offered/negotiated rate OR Rs. 3.00/- per Unit, whichever is less. And for the remaining such plant where, Rate is higher than Rs 3.00/-, Consent to be asked by counter offer of Rs.3.00/- per unit. On receipt of confirmation of acceptance of counter offered price, to issue LoI.

(f) After completing the LoI process, to file a petition before the Hon'ble GERC for adoption and approval of the tariff at the earliest.

(g) The Board then authorized The Chief Engineers or Additional Chief Engineer are hereby severally authorized to issue the LOAs and sign the PPAs after approval of adoption of tariff by the Hon'ble Commission. "

Accordingly, vide letter under ref-5&6 negotiation to be carried out with single bidders who has quoted more than Rs.3.00 per unit, accordingly as directed by the competent authority counter offer issued to 10nos. of single bidders quoted more than Rs.3.00 per unit on dt.03-10-2024 from which 5nos. of single bidders accepted offer of Rs.3.00 per unit & 5nos. of single bidders rejected which was approved by the committee on dt.11-10-2024. MGVCL have proceeded for issuance of counter offer / LoI by phased manner for remaining eligible 111 nos. of bids (1-Single bids + 110-Bucket bids) of 29 (1-Single bid plants + 28-Bucket bid plants) nos. of plants, which details are mentioned as under;

Table-A: Summary of Issuance & acceptance of Counter offer/ LoI under TN-111 Tender

Sr. No.	Date of Counter Offer/LoI	Issue/Accepted	Counter Offer			Letter of Intent (LoI)			Total(Counter offer + LoI)		
			Single Bids (no.)	Bucket Bids (no.)	Total Bids (no.)	Single Bids (no.)	Bucket Bids (no.)	Total Bids (no.)	Single Bids (no.)	Bucket Bids (no.)	Total Bids (no.)
1	03-10-2024	**Issued**	10		**10**			**0**	10	0	**10**
		Accepted	5		**5**			**0**	5	0	**5**
2	15-10-2024	**Issued**		7	**7**		26	**26**	0	33	**33**
		Accepted		3	**3**		25	**25**	0	28	**28**
3	25-10-2024	**Issued**		21	**21**	5	3	**8**	5	24	**29**
		Accepted				5	3	**8**	5	3	**8**
Total		**Issued**	10	28	**38**	5	29	**34**			
		Accepted	5	3	**8**	5	28	**33**			
		Rejected	5	25	**30**	0	1	**1**			

The List of all eligible 121 nos. of bids of 39 nos. of plants with details of plant wise, bidder rank wise issuance of counter offer / LoI and acceptance / Non-acceptance of counter offer / LoI by the bidders are mentioned as under in Table-B.

Table-B :

Sr. No.	Name of Substation	Name of Solar Plant	Name of Bidder	Noted Solar Plant Capacity in MW	Offered Plant Capacity by Bidder in MW	Bidder Quoted Rate (Rs./ Kwh)	Reverse Auction offered rate (Rs./ Kwh)	Over Rate at the end of e-RA (Rs./ kwh)	Ranking after e-reverse auction	Counter offer issued by MGVCL				LoI issued by MGVCL				Remarks
										No./ Date	Rate (Rs./ KWH)	MW Capacity	Accepted (Yes/ No)	No./ Date	Rate (Rs./ KWH)	MW Capacity	Accepted (Yes/ No)	
1	132kv Zoz	MG-FLS-SS-43	SAHAJ SOLAR LIMITED	2	2	3.35	2.95	2.95	RL-1					549/ 15.10.24	2.95	2.0	Yes	LOI Accepted
2	132kv Zoz	MG-FLS-SS-43	ONIX-TECH RENEWABLE (INDIA) LLP		2	3.05	2.96	2.96	RL-2									Not Alloted
3	66kv Chaklashi	MG-FLS-SS-70	SAHAJ SOLAR LIMITED	2	2	3.45	3.03	3.03	RL-1	542/ 15.10.24	3.00	2.0	Yes	604/ 25.10.24	3.00	2.0	Yes	LOI Accepted
4	66kv Chaklashi	MG-FLS-SS-70	EVER GREEN SOLAR EQUIPMENT		2	3.50	3.04	3.04	RL-2									Not Alloted
5	66kv Ghoghamba-B	MG-FLS-SS-98	SHREEJI SOLAR	2.5	2.5	3.45	3.43	3.43	RL-1	543/ 15.10.24	3.00	2.5	Yes	603/ 25.10.24	3.00	2.5	Yes	LOI Accepted
6	66kv Ghoghamba-B	MG-FLS-SS-98	SAHAJ SOLAR LIMITED		2.5	4.90	-	4.90	RL-2									Not Alloted
7	66kv Karath (Limdi)	MG-FLS-SS-102	ONIX-TECH RENEWABLE (INDIA) LLP	2.5	2.5	3.06	2.50	2.50	RL-1					550/ 15.10.24	2.50	2.5	Yes	LOI Accepted
8	66kv Karath (Limdi)	MG-FLS-SS-102	SAHAJ SOLAR LIMITED		2.5	3.35	2.51	2.51	RL-2									Not Alloted
9	66kv Kawant-B	MG-FLS-SS-50	SAHAJ SOLAR LIMITED	2	2	3.35	2.61	2.61	RL-1					551/ 15.10.24	2.61	2.0	Yes	LOI Accepted
10	66kv Kawant-B	MG-FLS-SS-50	RAGHUVIR DEVELOPERS AND BUILDERS		2	3.16	2.63	2.63	RL-2									Not Alloted
11	66kv Movasa-B	MG-FLS-SS-110	SAHAJ SOLAR LIMITED	2.5	2.5	3.35	2.65	2.65	RL-1					552/ 15.10.24	2.65	2.5	Yes	LOI Accepted
12	66kv Movasa-B	MG-FLS-SS-110	JAYESH B PATEL		2.5	3.50	2.66	2.66	RL-2									Not Alloted
13	66kv Palaiya	MG-FLS-SS-77	SAHAJ SOLAR LIMITED	2.5	2.5	3.45	2.68	2.68	RL-1					553/ 15.10.24	2.68	2.5	Yes	LOI Accepted
14	66kv Palaiya	MG-FLS-SS-77	SHREEJI SOLAR		2.5	4.90	2.69	2.69	RL-2									Not Alloted
15	66kv Rendee	MG-FLS-SS-55	SAHAJ SOLAR LIMITED	2.5	2.5	3.35	3.15	3.15	RL-1	544/ 15.10.24	3.00	2.5	Yes	597/ 25.10.24	3.00	2.5	Yes	LOI Accepted
16	66kv Rendee	MG-FLS-SS-55	RAGHUVIR DEVELOPERS AND BUILDERS		2.5	3.16	-	3.16	RL-2									Not Alloted
17	66kv Torna	MG-FLS-SS-83	SAHAJ SOLAR LIMITED	3	3	3.30	2.89	2.89	RL-1					554/ 15.10.24	2.89	3.0	Yes	LOI Accepted
18	66kv Torna	MG-FLS-SS-83	ONIX-TECH RENEWABLE (INDIA) LLP		3	3.09	2.90	2.90	RL-2									Not Alloted
19	66kv Bakor	MG-FLS-SS-112	PNV ENERGY PRIVATE LIMITED	1	1	4.00	2.85	2.85	RL-1					555/ 15.10.24	2.85	1.0	Yes	LOI Accepted
20	66kv Bakor	MG-FLS-SS-112	PATEL TRADERS		1	3.50	2.89	2.89	RL-2									Not Alloted
21	66kv Bakor	MG-FLS-SS-112	Bhikhabhai Chelabhai		1	3.10	-	3.10	RL-3									Not Alloted
22	66kv Bhekhadiya	MG-FLS-SS-47	ONIX-TECH RENEWABLE (INDIA) LLP	2.5	2.5	3.09	2.51	2.51	RL-1					556/ 15.10.24	2.51	2.5	Yes	LOI Accepted
23	66kv Bhekhadiya	MG-FLS-SS-47	SAHAJ SOLAR LIMITED		2.5	3.35	2.52	2.52	RL-2									Not Alloted
24	66kv Bhekhadiya	MG-FLS-SS-47	RAGHUVIR DEVELOPERS AND BUILDERS		2.5	3.16	2.56	2.56	RL-3									Not Alloted
25	66kv Kawant-A	MG-FLS-SS-49	Pioneer Security Solutions Pvt Ltd	4	4	3.20	2.55	2.55	RL-1					557/ 15.10.24	2.55	4.0	Yes	LOI Accepted
26	66kv Kawant-A	MG-FLS-SS-49	SAHAJ SOLAR LIMITED		4	3.25	2.56	2.56	RL-2									Not Alloted
27	66kv Kawant-A	MG-FLS-SS-49	RAGHUVIR DEVELOPERS AND BUILDERS		4	3.15	2.60	2.60	RL-3									Not Alloted

Sr. No.	Name of Substation	Name of Solar Plant	Name of Bidder	Noted Solar Plant Capacity in MW	Offered Plant Capacity by Bidder in MW	Bidder Quoted Rate (Rs./ Kwh)	Reverse Auction offered rate (Rs./ Kwh)	Over Rate at the end of e-RA (Rs./ kwh)	Ranking after e-reverse auction	Counter offer issued by MGVCL				LoI issued by MGVCL				Remarks
										No./ Date	Rate (Rs./ KWH)	MW Capacity	Accepted (Yes/ No)	No./ Date	Rate (Rs./ KWH)	MW Capacity	Accepted (Yes/ No)	
28	66kv Malitadi	MG-FLS-SS-74	HELIOSNATURAL RENEWTECH PRIVATE LIMITED	2.5	2.5	3.81	2.49	2.49	RL-1					558/ 15.10.24	2.49	2.5	Yes	LOI Accepted
29	66kv Malitadi	MG-FLS-SS-74	SAHAJ SOLAR LIMITED		2.5	3.30	2.52	2.52	RL-2									Not Alloted
30	66kv Malitadi	MG-FLS-SS-74	KAPRO INFRAVENTURES PRIVATE LIMITED		0.5	4.01	-	4.01	RL-3									Not Alloted
31	66kv Mota Khanpur	MG-FLS-SS-116	PNV ENERGY PRIVATE LIMITED	2	2	3.45	2.40	2.40	RL-1					559/ 15.10.24	2.40	2.0	Yes	LOI Accepted
32	66kv Mota Khanpur	MG-FLS-SS-116	Unilink Engineering Corporation Pvt ltd		2	4.25	2.43	2.43	RL-2									Not Alloted
33	66kv Mota Khanpur	MG-FLS-SS-116	SAHAJ SOLAR LIMITED		2	3.35	-	3.35	RL-3									Not Alloted
34	66kv Naswadi	MG-FLS-SS-120	ONIX-TECH RENEWABLE (INDIA) LLP	3	3	3.07	2.40	2.40	RL-1					560/ 15.10.24	2.40	3.0	Yes	LOI Accepted
35	66kv Naswadi	MG-FLS-SS-120	RAGHUVIR DEVELOPERS AND BUILDERS		3	3.15	2.43	2.43	RL-2									Not Allot
36	66kv Naswadi	MG-FLS-SS-120	SAHAJ SOLAR LIMITED		3	3.30	-	3.30	RL-3									Not Alloted
37	66kv Nirmali-A	MG-FLS-SS-75	ONIX-TECH RENEWABLE (INDIA) LLP	4	4	3.07	2.32	2.32	RL-1					561/ 15.10.24	2.32	4.0	Yes	LOI Accepted
38	66kv Nirmali-A	MG-FLS-SS-75	Pioneer Security Solutions Pvt Ltd		4	3.70	2.33	2.33	RL-2									Not Alloted
39	66kv Nirmali-A	MG-FLS-SS-75	SAHAJ SOLAR LIMITED		4	3.30	2.78	2.78	RL-3									Not Alloted
40	66kv Ratanpur	MG-FLS-SS-54	RAGHUVIR DEVELOPERS AND BUILDERS	2	2	3.16	2.51	2.51	RL-1					562/ 15.10.24	2.51	2.0	Yes	LOI Accepted
41	66kv Ratanpur	MG-FLS-SS-54	SAHAJ SOLAR LIMITED		2	3.35	2.52	2.52	RL-2									Not Alloted
42	66kv Ratanpur	MG-FLS-SS-54	MECPOWER SOLUTIONS PRIVATE		2	3.50	2.62	2.62	RL-3									Not Alloted
43	66kv Salaiya	MG-FLS-SS-117	ONIX-TECH RENEWABLE (INDIA) LLP	2	2	3.05	2.36	2.36	RL-1					563/ 15.10.24	2.36	2.0	Yes	LOI Accepted
44	66kv Salaiya	MG-FLS-SS-117	PNV ENERGY PRIVATE LIMITED		2	3.30	2.39	2.39	RL-2									Not Alloted
45	66kv Salaiya	MG-FLS-SS-117	SAHAJ SOLAR LIMITED		2	3.35	2.75	2.75	RL-3									Not Alloted
46	66kv Savli	MG-FLS-SS-62	BHARATBHAI KALABHAI	3	3	3.00	2.99	2.99	RL-1					564/ 15.10.24	2.99	3.0	Yes	LOI Accept
47	66kv Savli	MG-FLS-SS-62	SAHAJ SOLAR LIMITED		3	3.35	-	3.35	RL-2									Not Alloted
48	66kv Savli	MG-FLS-SS-62	SHREEJIKRUPA		1	3.99	-	3.99	RL-3									Not Alloted
49	66kv Vyasvasna	MG-FLS-SS-85	ONIX-TECH RENEWABLE (INDIA) LLP	2	2	3.10	2.36	2.36	RL-1					565/ 15.10.24	2.36	2.0	Yes	LOI Accepted
50	66kv Vyasvasna	MG-FLS-SS-85	VIVINT ENERGY		2	3.82	2.37	2.37	RL-2									Not Alloted
51	66kv Vyasvasna	MG-FLS-SS-85	SAHAJ SOLAR LIMITED		2	3.45	3.09	3.09	RL-3									Not Alloted
52	66kv Vyasvasna	MG-FLS-SS-85	KAPRO INFRAVENTURES PRIVATE LIMITED		0.5	4.04	-	4.04	RL-4									Not Alloted
53	66kv Hamirpura (Bhailalkui)	MG-FLS-SS-71	ONIX-TECH RENEWABLE (INDIA) LLP	4	4	3.07	2.49	2.49	RL-1					566/ 15.10.24	2.49	4.0	Yes	LOI Accepted
54	66kv Hamirpura (Bhailalkui)	MG-FLS-SS-71	SAHAJ SOLAR LIMITED		4	3.30	2.50	2.50	RL-2									Not Alloted
55	66kv Hamirpura (Bhailalkui)	MG-FLS-SS-71	VIVINT RENEWABLES		4	3.79	2.60	2.60	RL-3									Not Alloted
56	66kv Hamirpura (Bhailalkui)	MG-FLS-SS-71	PAVAN INDUSTRIES		2.5	3.49	3.02	3.02	RL-4									Not Alloted
57	66kv Hamirpura (Bhailalkui)	MG-FLS-SS-71	KAPRO INFRAVENTURES PRIVATE LIMITED		0.5	4.03	-	4.03	RL-5									Not Alloted

Sr. No.	Name of Substation	Name of Solar Plant	Name of Bidder	Noted Solar Plant Capacity in MW	Offered Plant Capacity by Bidder in MW	Bidder Quoted Rate (Rs./ Kwh)	Reverse Auction offered rate (Rs./ Kwh)	Over Rate at the end of e-RA (Rs./ kwh)	Ranking after e-reverse auction	Counter offer issued by MGVCL				LoI issued by MGVCL				Remarks
										No./ Date	Rate (Rs./ KWH)	MW Capacity	Accepted (Yes/ No)	No./ Date	Rate (Rs./ KWH)	MW Capacity	Accepted (Yes/ No)	
58	66kv Varadhari	MG-FLS-SS-111	PNV ENERGY PRIVATE LIMITED	4	2	3.40	2.15	2.15	RL-1					567/ 15.10.24	2.15	2.0	Yes	LOI Accepted
59	66kv Varadhari	MG-FLS-SS-111	Pioneer Security Solutions Pvt Ltd		4	3.20	2.17	2.17	RL-2	547/ 15.10.24	2.15	2.0	No					Not Alloted
60	66kv Varadhari	MG-FLS-SS-111	SHREEJI SOLAR		4	4.90	2.79	2.79	RL-3	605/ 25.10.24	2.15	2.0	No					Not Alloted
61	66kv Varadhari	MG-FLS-SS-111	SAHAJ SOLAR LIMITED		4	3.30	-	3.30	RL-4	606/ 25.10.24	2.15	2.0	No					Not Alloted
62	66kv Varadhari	MG-FLS-SS-111	TOUCHCORE CONSULTANCY		1	3.50	-	3.50	RL-5	607/ 25.10.24	2.15	1.0	No					Not Alloted
63	66kv Debhari	MG-FLS-SS-113	PNV ENERGY PRIVATE LIMITED	3	2	3.35	2.17	2.17	RL-1					568/ 15.10.24	2.17	2.0	Yes	LOI Accepted
64	66kv Debhari	MG-FLS-SS-113	Pioneer Security Solutions Pvt Ltd		3	3.20	2.18	2.18	RL-2	548/ 15.10.24	2.17	1.0	No					Not Alloted
65	66kv Debhari	MG-FLS-SS-113	Unilink Engineering Corporation Pvt ltd		3	4.25	2.37	2.37	RL-3	609/ 25.10.24	2.17	1.0	No					Not Alloted
66	66kv Debhari	MG-FLS-SS-113	AAVKAR CORPORATION		2	3.00	-	3.00	RL-4	610/ 25.10.24	2.17	1.0	No					Not Alloted
67	66kv Debhari	MG-FLS-SS-113	SAHAJ SOLAR LIMITED		3	3.30	-	3.30	RL-5	608/ 25.10.24	2.17	1.0	No					Not Alloted
68	66kv Debhari	MG-FLS-SS-113	TOUCHCORE CONSULTANCY		1	3.50	-	3.50	RL-6	611/ 25.10.24	2.17	1.0	No					Not Alloted
69	66kv Movasa-A	MG-FLS-SS-109	Pioneer Security Solutions Pvt Ltd	4	4	3.20	2.34	2.34	RL-1					569/ 15.10.24	2.34	4.0	Yes	LOI Accepted
70	66kv Movasa-A	MG-FLS-SS-109	Unilink Engineering Corporation Pvt ltd		4	4.25	2.35	2.35	RL-2									Not Alloted
71	66kv Movasa-A	MG-FLS-SS-109	JAYESH B PATEL		2	3.50	2.48	2.48	RL-3									Not Alloted
72	66kv Movasa-A	MG-FLS-SS-109	SOLARIUM GREEN ENERGY PRIVATE LIMITED		3	3.50	2.73	2.73	RL-4									Not Alloted
73	66kv Movasa-A	MG-FLS-SS-109	ARIS SOLAR		1	4.00	3.19	3.19	RL-5									Not Alloted
74	66kv Movasa-A	MG-FLS-SS-109	SAHAJ SOLAR LIMITED		4	3.30	-	3.30	RL-6									Not Alloted
75	66kv Limda Muvadi	MG-FLS-SS-107	PNV ENERGY PRIVATE LIMITED	3.5	2	3.50	2.15	2.15	RL-1					570/ 15.10.24	2.15	2.0	Yes	LOI Accepted
76	66kv Limda Muvadi	MG-FLS-SS-107	Pioneer Security Solutions Pvt Ltd		3.5	3.20	2.16	2.16	RL-2	546/ 15.10.24	2.15	1.5	No					Not Alloted
77	66kv Limda Muvadi	MG-FLS-SS-107	Unilink Engineering Corporation Pvt ltd		3.5	4.25	2.29	2.29	RL-3	613/ 25.10.24	2.15	1.5	No					Not Alloted
78	66kv Limda Muvadi	MG-FLS-SS-107	SAHAJ SOLAR LIMITED		3.5	3.35	-	3.35	RL-4	612/ 25.10.24	2.15	1.5	No					Not Alloted
79	66kv Limda Muvadi	MG-FLS-SS-107	JAYESH B PATEL		1.5	3.50	-	3.50	RL-5	614/ 25.10.24	2.15	1.5	No					Not Alloted
80	66kv Limda Muvadi	MG-FLS-SS-107	VIVEK JAYANTIBHAI SANGANI		1	4.00	-	4.00	RL-6	615/ 25.10.24	2.15	1.0	No					Not Alloted
81	66kv Limda Muvadi	MG-FLS-SS-107	ARIS SOLAR		1	4.00	-	4.00	RL-6	616/ 25.10.24	2.15	1.0	No					Not Alloted
82	66kv Chalamali	MG-FLS-SS-119	Pioneer Security Solutions Pvt Ltd	3	3	3.70	2.25	2.25	RL-1					571/ 15.10.24	2.25	3.0	Yes	LOI Accepted
83	66kv Chalamali	MG-FLS-SS-119	ONIX-TECH RENEWABLE (INDIA) LLP		3	3.08	2.33	2.33	RL-2									Not Alloted
84	66kv Chalamali	MG-FLS-SS-119	MECPOWER SOLUTIONS PRIVATE		3	3.50	2.39	2.39	RL-3									Not Alloted
85	66kv Chalamali	MG-FLS-SS-119	RAGHUVIR DEVELOPERS AND BUILDERS		3	3.15	2.47	2.47	RL-4									Not Alloted
86	66kv Chalamali	MG-FLS-SS-119	CENTURION LABORATORIES PVT LTD		3	3.99	2.85	2.85	RL-5									Not Alloted
87	66kv Chalamali	MG-FLS-SS-119	SHREEJIKRUPA		1	3.99	3.01	3.01	RL-6									Not Alloted
88	66kv Chalamali	MG-FLS-SS-119	BLUE BUDDHA ENTERPRISE		1	3.99	3.03	3.03	RL-7									Not Alloted
89	66kv Chalamali	MG-FLS-SS-119	PATEL BHAVESH CHANDRAKANT		1	3.99	3.05	3.05	RL-8									Not Alloted
90	66kv Chalamali	MG-FLS-SS-119	SAHAJ SOLAR LIMITED		3	3.35	-	3.35	RL-9									Not Alloted

Sr. No.	Name of Substation	Name of Solar Plant	Name of Bidder	Noted Solar Plant Capacity in MW	Offered Plant Capacity by Bidder in MW	Bidder Quoted Rate (Rs./ Kwh)	Reverse Auction offered rate (Rs./ Kwh)	Over Rate at the end of e-RA (Rs./ kwh)	Ranking after e-reverse auction	Counter offer issued by MGVCL				LoI issued by MGVCL				Remarks
										No./ Date	Rate (Rs./ KWH)	MW Capacity	Accepted (Yes/ No)	No./ Date	Rate (Rs./ KWH)	MW Capacity	Accepted (Yes/ No)	
91	66kv Devmori (Ranglichokdi)	MG-FLS-SS-48	MECPOWER SOLUTIONS PRIVATE	4	4	3.50	2.29	2.29	RL-1					572/ 15.10.24	2.29	4.0	Yes	LOI Accepted
92	66kv Devmori (Ranglichokdi)	MG-FLS-SS-48	SAHAJ SOLAR LIMITED		4	3.25	2.30	2.30	RL-2									Not Alloted
93	66kv Devmori (Ranglichokdi)	MG-FLS-SS-48	ONIX-TECH RENEWABLE (INDIA) LLP		4	3.07	2.31	2.31	RL-3									Not Alloted
94	66kv Devmori (Ranglichokdi)	MG-FLS-SS-48	BLUE BUDDHA ENTERPRISE		1	3.99	2.39	2.39	RL-4									Not Alloted
95	66kv Devmori (Ranglichokdi)	MG-FLS-SS-48	RAGHUVIR DEVELOPERS AND BUILDERS		4	3.15	2.41	2.41	RL-5									Not Alloted
96	66kv Devmori (Ranglichokdi)	MG-FLS-SS-48	CENTURION LABORATORIES PVT LTD		2	3.99		3.99	RL-6									Not Alloted
97	66kv Devmori (Ranglichokdi)	MG-FLS-SS-48	ENVIRON ENGINEERING		1	3.99		3.99	RL-6									Not Alloted
98	66kv Devmori (Ranglichokdi)	MG-FLS-SS-48	Karmaa Solar LLP		1	3.99		3.99	RL-6									Not Alloted
99	66kv Devmori (Ranglichokdi)	MG-FLS-SS-48	PATEL BHAVESH CHANDRAKANT BHAI		1	0.00		0.00	-									Not Allo
100	66kv Kosindra	MG-FLS-SS-51	PATEL BHAVESH CHANDRAKANT BHAI	3.5	1	3.99	2.29	2.29	RL-1					573/ 15.10.24	2.29	1.0	No	Not Accepted
101	66kv Kosindra	MG-FLS-SS-51	SHREEJIKRUPA		1	3.99	2.30	2.30	RL-2	545/ 15.10.24	2.29	1.0	No					Not Alloted
102	66kv Kosindra	MG-FLS-SS-51	ONIX-TECH RENEWABLE (INDIA) LLP		3.5	3.08	2.31	2.31	RL-3	617/ 25.10.24	2.29	3.5	No					Not Alloted
103	66kv Kosindra	MG-FLS-SS-51	RAGHUVIR DEVELOPERS AND BUILDERS		3.5	3.15	2.42	2.42	RL-4	618/ 25.10.24	2.29	3.5	No					Not Alloted
104	66kv Kosindra	MG-FLS-SS-51	CENTURION LABORATORIES PVT LTD		1.5	3.99	2.45	2.45	RL-5	619/ 25.10.24	2.29	1.5	No					Not Alloted
105	66kv Kosindra	MG-FLS-SS-51	SOLARIUM GREEN ENERGY PRIVATE LIMITED		2.5	3.50	2.60	2.60	RL-6	620/ 25.10.24	2.29	2.5	No					Not Alloted
106	66kv Kosindra	MG-FLS-SS-51	BLUE BUDDHA ENTERPRISE		1	3.99	3.04	3.04	RL-7	621/ 25.10.24	2.29	1.0	No					Not Alloted
107	66kv Kosindra	MG-FLS-SS-51	SAHAJ SOLAR LIMITED		3.5	3.30		3.30	RL-8	622/ 25.10.24	2.29	3.5	No					Not Alloted
108	66kv Kosindra	MG-FLS-SS-51	Harisinh Chauhan		3.5	3.50		3.50	RL-9	623/ 25.10.24	2.29	3.5	Yes	by email 13.11.24	2.29	3.5	No	Not Alloted
109	66kv Kosindra	MG-FLS-SS-51	ENVIRON ENGINEERING		1	3.99		3.99	RL-10	624/ 25.10.24	2.29	1.0	No					Not Allo
110	66kv Kosindra	MG-FLS-SS-51	Karmaa Solar LLP		1	3.99		3.99	RL-10	625/ 25.10.24	2.29	1.0	No					Not Alloted
111	66kv Anara	MG-FLS-SS-67	SHIV SALES	1	1	3.24		-	Single Bidder	523/ 03.10.24	3.00	1.0	Yes	599/ 25.10.24	3.00	1.0	Yes	LOI Accepted
112	66kv Ankaliya	MG-FLS-SS-61	Vora Tirthraj Hareshbhai	1	1	2.99		-	Single Bidder					574/ 15.10.24	2.99	1.0	Yes	LOI Accepted
113	66kv Ghoghamba-A	MG-FLS-SS-97	SAHAJ SOLAR LIMITED	2.5	2.5	3.45		-	Single Bidder	522/ 03.10.24	3.00	2.5	No					Not Alloted
114	66kv Kalol	MG-FLS-SS-91	SAHAJ SOLAR LIMITED	3.5	3.5	3.35	-	-	Single Bidder	521/ 03.10.24	3.00	3.5	No					Not Alloted
115	66kv Khakhariya	MG-FLS-SS-92	SAHAJ SOLAR LIMITED	2	2	3.45		-	Single Bidder	520/ 03.10.24	3.00	2.0	No					Not Alloted
116	66kv Limbadiya	MG-FLS-SS-108	PNV ENERGY PRIVATE LIMITED	0.5	0.5	4		-	Single Bidder	519/ 03.10.24	3.00	0.5	Yes	600/ 25.10.24	3.00	0.5	Yes	LOI Accepted
117	66kv Nirmali-B	MG-FLS-SS-76	SAHAJ SOLAR LIMITED	2.5	2.5	3.45		-	Single Bidder	518/ 03.10.24	3.00	2.5	No					Not Alloted
118	66kv Panwad	MG-FLS-SS-53	ARIS SOLAR	1.5	1.5	4		-	Single Bidder	517/ 03.10.24	3.00	1.5	Yes	598/ 25.10.24	3.00	1.5	Yes	LOI Accepted
119	66kv Ruppura	MG-FLS-SS-79	PAVAN INDUSTRIES	1	1	3.59		-	Single Bidder	516/ 03.10.24	3.00	1.0	Yes	601/ 25.10.24	3.00	1.0	Yes	LOI Accepted
120	66kv Thavad	MG-FLS-SS-82	J V TRADING	1	1	3.25		-	Single Bidder	515/ 03.10.24	3.00	1.0	No					Not Alloted
121	66kv Valakhedi	MG-FLS-SS-118	SHIV SHAKTI TRADERS	0.5	0.5	4		-	Single Bidder	524/ 03.10.24	3.00	0.5	No	602/ 25.10.24	3.00	0.5	Yes	LOI Accepted

From above Table-B, There are total 121 nos. of bids (11- Single bids + 110- Bucket bids) of 39 nos. of plants having Aggregate capacity of 76 MW for which LoI accepted by various bidders. The detailed list for which LoI Accepted by bidders are mentioned as under;

Table-C :

Sr. No.	Name of Substation	Name of Solar Plant	Name of Bidder	Notified Solar Plant Capacity in MW	Offered Plant Capacity by Bidder in MW	Bidder Quoted Rate (Rs./ Kwh)	Reverse Auction offered rate (Rs./ Kwh)	Overall Rate at the end of e-RA (Rs./ kwh)	Ranking after e-reverse auction	Counter offer issued by MGVCL				LoI issued by MGVCL				Remarks
										No./ Date	Rate (Rs./ KWH)	MW Capacity	Accepted (Yes/ No)	No./ Date	Rate (Rs./ KWH)	MW Capacity	Accepted (Yes/ No)	
1	132kv Zoz	MG-FLS-SS-43	SAHAJ SOLAR LIMITED	2.0	2.0	3.35	2.95	2.95	RL-1					549/ 15.10.24	2.95	2.0	Yes	LOI Accepted
2	66kv Chaklashi	MG-FLS-SS-70	SAHAJ SOLAR LIMITED	2.0	2.0	3.45	3.03	3.03	RL-1	542/ 15.10.24	3.00	2.0	Yes	604/ 25.10.24	3.00	2.0	Yes	LOI Accepted
3	66kv Ghoghamba-B	MG-FLS-SS-98	SHREEJI SOLAR	2.5	2.5	3.45	3.43	3.43	RL-1	543/ 15.10.24	3.00	2.5	Yes	603/ 25.10.24	3.00	2.5	Yes	LOI Accepted
4	66kv Karath (Limdi)	MG-FLS-SS-102	ONIX-TECH RENEWABLE (INDIA) LLP	2.5	2.5	3.06	2.50	2.50	RL-1					550/ 15.10.24	2.50	2.5	Yes	LOI Accepted
5	66kv Kawant-B	MG-FLS-SS-50	SAHAJ SOLAR LIMITED	2.0	2.0	3.35	2.61	2.61	RL-1					551/ 15.10.24	2.61	2.0	Yes	LOI Accepted
6	66kv Movasa-B	MG-FLS-SS-110	SAHAJ SOLAR LIMITED	2.5	2.5	3.35	2.65	2.65	RL-1					552/ 15.10.24	2.65	2.5	Yes	LOI Accepted
7	66kv Palaiya	MG-FLS-SS-77	SAHAJ SOLAR LIMITED	2.5	2.5	3.45	2.68	2.68	RL-1					553/ 15.10.24	2.68	2.5	Yes	LOI Accepted
8	66kv Rendee	MG-FLS-SS-55	SAHAJ SOLAR LIMITED	2.5	2.5	3.35	3.15	3.15	RL-1	544/ 15.10.24	3.00	2.5	Yes	597/ 25.10.24	3.00	2.5	Yes	LOI Accepted
9	66kv Torna	MG-FLS-SS-83	SAHAJ SOLAR LIMITED	3.0	3.0	3.30	2.89	2.89	RL-1					554/ 15.10.24	2.89	3.0	Yes	LOI Accepted
10	66kv Bakor	MG-FLS-SS-112	PNV ENERGY PRIVATE LIMITED	1.0	1.0	4.00	2.85	2.85	RL-1					555/ 15.10.24	2.85	1.0	Yes	LOI Accepted
11	66kv Bhekhadiya	MG-FLS-SS-47	ONIX-TECH RENEWABLE (INDIA) LLP	2.5	2.5	3.09	2.51	2.51	RL-1					556/ 15.10.24	2.51	2.5	Yes	LOI Accepted
12	66kv Kawant-A	MG-FLS-SS-49	Pioneer Security Solutions Pvt Ltd	4.0	4.0	3.20	2.55	2.55	RL-1					557/ 15.10.24	2.55	4.0	Yes	LOI Accepted
13	66kv Malitadi	MG-FLS-SS-74	HELIOSNATURAL RENEWTECH PRIVATE LIMITED	2.5	2.5	3.81	2.49	2.49	RL-1					558/ 15.10.24	2.49	2.5	Yes	LOI Accepted
14	66kv Mota Khanpur	MG-FLS-SS-116	PNV ENERGY PRIVATE LIMITED	2.0	2.0	3.45	2.40	2.40	RL-1					559/ 15.10.24	2.40	2.0	Yes	LOI Accepted
15	66kv Naswadi	MG-FLS-SS-120	ONIX-TECH RENEWABLE (INDIA) LLP	3.0	3.0	3.07	2.40	2.40	RL-1					560/ 15.10.24	2.40	3.0	Yes	LOI Accepted

Sr. No.	Name of Substation	Name of Solar Plant	Name of Bidder	Notified Solar Plant Capacity in MW	Offered Plant Capacity by Bidder in MW	Bidder Quoted Rate (Rs./ Kwh)	Reverse Auction offered rate (Rs./ Kwh)	Overall Rate at the end of e-RA (Rs./ kwh)	Ranking after e-reverse auction	Counter offer issued by MGVCL				LoI issued by MGVCL				Remarks
										No./ Date	Rate (Rs./ KWH)	MW Capacity	Accepted (Yes/ No)	No./ Date	Rate (Rs./ KWH)	MW Capacity	Accepted (Yes/ No)	
16	66kv Nirmali-A	MG-FLS-SS-75	ONIX-TECH RENEWABLE (INDIA) LLP	4.0	4.0	3.07	2.32	2.32	RL-1					561/ 15.10.24	2.32	4.0	Yes	LOI Accepted
17	66kv Ratanpur	MG-FLS-SS-54	RAGHUVIR DEVELOPERS AND BUILDERS	2.0	2.0	3.16	2.51	2.51	RL-1					562/ 15.10.24	2.51	2.0	Yes	LOI Accepted
18	66kv Salaiya	MG-FLS-SS-117	ONIX-TECH RENEWABLE (INDIA) LLP	2.0	2.0	3.05	2.36	2.36	RL-1					563/ 15.10.24	2.36	2.0	Yes	LOI Accepted
19	66kv Savli	MG-FLS-SS-62	BHARATBHAI KALABHAI BHARVAD	3.0	3.0	3.00	2.99	2.99	RL-1					564/ 15.10.24	2.99	3.0	Yes	LOI Accepted
20	66kv Vyasvasna	MG-FLS-SS-85	ONIX-TECH RENEWABLE (INDIA) LLP	2.0	2.0	3.10	2.36	2.36	RL-1					565/ 15.10.24	2.36	2.0	Yes	LOI Accepted
21	66kv Hamirpura (Bhailalkui)	MG-FLS-SS-71	ONIX-TECH RENEWABLE (INDIA) LLP	4.0	4.0	3.07	2.49	2.49	RL-1					566/ 15.10.24	2.49	4.0	Yes	LOI Accepted
22	66kv Varadhari	MG-FLS-SS-111	PNV ENERGY PRIVATE LIMITED	4.0	2.0	3.40	2.15	2.15	RL-1					567/ 15.10.24	2.15	2.0	Yes	LOI Accepted
23	66kv Debhari	MG-FLS-SS-113	PNV ENERGY PRIVATE LIMITED	3.0	2.0	3.35	2.17	2.17	RL-1					568/ 15.10.24	2.17	2.0	Yes	LOI Accepted
24	66kv Movasa-A	MG-FLS-SS-109	Pioneer Security Solutions Pvt Ltd	4.0	4.0	3.20	2.34	2.34	RL-1					569/ 15.10.24	2.34	4.0	Yes	LOI Accepted
25	66kv Limda Muvadi	MG-FLS-SS-107	PNV ENERGY PRIVATE LIMITED	3.5	2.0	3.50	2.15	2.15	RL-1					570/ 15.10.24	2.15	2.0	Yes	LOI Accepted
26	66kv Chalamali	MG-FLS-SS-119	Pioneer Security Solutions Pvt Ltd	3.0	3.0	3.20	2.25	2.25	RL-1					571/ 15.10.24	2.25	3.0	Yes	LOI Accepted
27	66kv Devmori (Ranglichokdi)	MG-FLS-SS-48	MECPOWER SOLUTIONS PRIVATE LIMITED	4.0	4.0	3.50	2.29	2.29	RL-1					572/ 15.10.24	2.29	4.0	Yes	LOI Accepted
28	66kv Anara	MG-FLS-SS-67	SHIV SALES	1.0	1.0	3.24	-	-	Single Bidder	523/ 03.10.24	3.00	1.0	Yes	599/ 25.10.24	3.00	1.0	Yes	LOI Accepted
29	66kv Ankaliya	MG-FLS-SS-61	Vora Tirthraj Hareshbhai	1.0	1.0	2.99	-	-	Single Bidder					574/ 15.10.24	2.99	1.0	Yes	LOI Accepted
30	66kv Limbadiya	MG-FLS-SS-108	PNV ENERGY PRIVATE LIMITED	0.5	0.5	4	-	-	Single Bidder	519/ 03.10.24	3.00	0.5	Yes	600/ 25.10.24	3.00	0.5	Yes	LOI Accepted
31	66kv Panwad	MG-FLS-SS-53	ARIS SOLAR	1.5	1.5	4	-	-	Single Bidder	517/ 03.10.24	3.00	1.5	Yes	598/ 25.10.24	3.00	1.5	Yes	LOI Accepted
32	66kv Ruppura	MG-FLS-SS-79	PAVAN INDUSTRIES	1.0	1.0	3.59	-	-	Single Bidder	516/ 03.10.24	3.00	1.0	Yes	601/ 25.10.24	3.00	1.0	Yes	LOI Accepted
33	66kv Valakhedi	MG-FLS-SS-118	SHIV SHAKTI TRADERS	0.5	0.5	4	-	-	Single Bidder	524/ 03.10.24	3.00	0.5	No	602/ 25.10.24	3.00	0.5	Yes	LOI Accepted
		Total		81	76													

The summary of Rate slab **at the end of e-reverse auction** and **after acceptance of LoI** is as under;

Table-D :

Sr. No.	Rate/Slab (Rs/Kwh)	PM KUSUM C FLS TN-7 Tender							
		Single Bid Plants		Multiple Bid Plants after e-reverse auction		Total		LoI Accepted	
		Bids	MW	Bids	MW (Bucket)	Bids	MW	Bids	MW
1	At 1.00	0	0	0	0	0	0	0	0
2	Above 2.00 up to 2.10	0	0	0	0	0	0	0	0
3	Above 2.10 up to 2.20	0	0	3	10.5	3	10.5	18	6
4	Above 2.20 up to 2.30	0	0	3	10.5	3	10.5	18	7
5	Above 2.30 up to 2.40	0	0	6	17	6	17	22	17
6	Above 2.40 up to 2.50	0	0	3	9	3	9	10	9
7	Above 2.50 up to 2.60	0	0	3	8.5	3	8.5	9	8.5
8	Above 2.60 up to 2.70	0	0	3	7	3	7	6	7
9	Above 2.70 up to 2.80	0	0	0	0	0	0	0	0
10	Above 2.80 up to 2.90	0	0	2	4	2	4	5	4
11	Above 2.90 up to 3.00	1	1.0	2	5	3	6	17	17.5
Total up to 3.00 :		**1**	**1.00**	**25**	**71.5**	**26**	**72.5**	**105**	**76**
1	Above 3.00 up to 3.10	0	0	1	2	1	2		
2	Above 3.10 up to 3.20	0	0	1	2.5	1	2.5		
3	Above 3.20 up to 3.30	2	2.0	0	0	2	2		
4	Above 3.30 up to 3.40	1	3.5	0	0	1	3.5		
5	Above 3.40 up to 3.50	3	7.00	1	2.5	4	9.5		
6	Above 3.50 up to 4.00	4	3.5	0	0	4	3.5		
7	Above 4.00 up to 4.50	0	0	0	0	0	0		
8	Above 4.50 up to 5.00	0	0	0	0	0	0		
9	Above 5.00 up to 5.50	0	0	0	0	0	0		
Total Above Rs.3.00 :		**10**	**16.0**	**3**	**7**	**13**	**23**		
Grand Total		**11**	**17.0**	**28**	**78.5**	**39**	**95.5**	**105**	**76**

Further, The rate wise (Rs./KWH) summary of LoI Accepted bids under TN-7 Tender is as under;

Table-E :

Sr. No.	Accepted Rate by Bidders (Rs. Per unit)	Nos. of Bids for which LoI Accepted by Bidders	Aggregate MW Capacity, for which LoI Accepted by Bidders
1	2.15	12	4
2	2.17	6	2
3	2.25	9	3

Sr. No.	Accepted Rate by Bidders (Rs. Per unit)	Nos. of Bids for which LoI Accepted by Bidders	Aggregate MW Capacity, for which LoI Accepted by Bidders
4	2.29	9	4
5	2.32	3	4
6	2.34	6	4
7	2.36	7	4
8	2.40	6	5
9	2.49	8	6.5
10	2.50	2	2.5
11	2.51	6	4.5
12	2.55	3	4
13	2.61	2	2
14	2.65	2	2.5
15	2.68	2	2.5
16	2.85	3	1
17	2.89	2	3
18	2.95	2	2
19	2.99	4	4
20	3.00	11	11.5
Total		**105**	**76**

Further, The District wise status of plant wise- Bid wise status for Tender published, Participation received and LoI Accepted by the bidders are as under;

Table-F :

Sr. No.	District	Published		Participation received			LoI Accepted		
		No. of Plants	Aggregate Notified Solar Capacity in MW	No. of Plants	No. of Bids	Aggregate Solar Capacity in MW	No. of Plants	No. of Bids	Aggregate Solar Capacity in MW
1	Anand	3	1.5	0	0	0	0	0	0
2	Chhotaudepur	21	40.5	12	58	31.5	10	37	26.5
3	Dahod	6	6.5	1	2	2.5	1	2	2.5
4	Kheda	17	32	14	33	29.5	9	23	22
5	Mahisagar	15	28.5	11	44	24.5	10	37	18.5
6	Panchmahal	14	20	3	4	8.5	1	2	2.5
7	Vadodara	4	5.5	3	9	6	2	4	4
Total		**80**	**134.5**	**44**	**150**	**102.5**	**33**	**105**	**76**

RECOMMENDATIONS:

Bid Committee after review of detailed evaluation of Issuance of Counter offer / LoI as per the resolution of MGVCL's Board resolution dtd.14.10.2024 and based on the statistics of counter offer / LoI response received from various bidders as per Table-B and accordingly based on the acceptance of LoI by various bidders for 105 nos. of bids of 33 nos. of plants having aggregate capacity of 76 MW as per Table-C. The committee is here by recommend following;

1) As per MGVCL's Board resolution dtd.14-10-2024, It is recommended to file tariff petition in respect of 105 nos. of bids of 33 nos. of plants having aggregate capacity of 76 MW where LoI is accepted by the respective bidders as per Table-C

Recommended by;

16/11/24	16/11/24	16/11/24
(S L Varma)	(R G Nagariya)	(A B Parmar)
Superintending Engr.	**Chief Engr.**	**Dy C.A.O**
(DSM cell)	**(Project)**	**(Audit)**
MGVCL	**MGVCL**	**MGVCL**

Annexure-K 1145

(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]

[Plant No:_____]

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>*..... (here in after 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 new Comprehensive guideline for implementation of PM-KUSUM Scheme including feeder level solarization under Component C on 17-1-2024 and has issued subsequent Order dated 29-01-2024 and OM dated 14-02-2024.

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	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time totime in accordance with the terms hereof;

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"PPA"	
"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 Utilization Factor" or "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)) The annual CUF will be calculated every year from 1st April of the year (COD for first year) to 31st March nextyear.
"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 Kisan Urja Suraksha evam Utthaan Mahabhiyaan (PM-KUSUM) scheme as per the new comprehensive Guidelines for Implementation of Feeder Level Solarisation under Component-C of PM-KUSUM Scheme issued on date 17-1-2024 with subsequent amendment/s, if any.
"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;

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"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 ___ **MW 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.
"Delivery Point"	Delivery Point" shall mean the point at the voltage level of

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	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;

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"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

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"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 tothis Agreement;
"Payment Security Mechanism"	shall have the meaning ascribed thereto in Article 10.1.10 of this Agreement
"PM-KUSUSM "	Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyaan- A scheme notified by the Ministry of New and Renewable Energy Government of India with new comprehensive Guidelines for Implementation of Feeder Level Solarisation under Component-C of PM-KUSUM Scheme issued on date 17-01-2024

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"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 Purchase Agreement 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;

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"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.
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 Billsas referred to in Article 10 and the relevant Supplementary Bills;
"Terminatio n Notice"	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article13 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

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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 the parties and such date shall be referred to as the Effective Date.

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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 SPG terminates 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 by necessary 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 the Term 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 14 months from the date of issuance of Letter of Award (LoA).

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**

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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 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 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

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.

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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.

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

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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, , 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.

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However, Order/OM/clarifications issued/ to be issued by MNRE in this regard from time to time shall 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

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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 to Article 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

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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:

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 over two months: 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 confirm to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. It will be mandatory to use

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indigenously manufactured solar panels with indigenous solar cells.

4.6.2 Further, the balance of system should also be manufactured indigenously. The vendor must declare the list of imported components used in the solarisation system.

4.6.3 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.

4.6.4 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.

4.6.5 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

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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 5% in a contract year as defined in the PPA(only period from 8 am to 6 pm to be counted):	***Generation Loss = [(Average Generation per hour 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 COMMERCIALOPERATION

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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 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. 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

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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**

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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 Insurance limited 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 toor 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 Gujarat.

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 (Project) 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 (1st) day and up to and including the fifteenth (15th) day of 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 (15th) 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 shall be 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 from calibration, 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 thedefective meter(s) shall be replaced with a tested meter.

vi. In case of conspicuous failures like burning of meter and erratic display of metered 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 kWh tariff 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 / regulations shall 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 (Regulation) 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 of such 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 parties acknowledge and accept the Electricity (Late Payment Surcharge and related matter) Rules, 2022 as amended or modified from time to time notified by the Central Government shall apply and govern the terms and conditions of this agreement in regard to matters contained in the said rules. The Rules referred to hereinabove being statutory shall, to the extent applicable, supersede any provisions in this Agreement which are inconsistent or contrary to the provisions of the Rules.

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 drawal 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 intimate the 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 has remained unpaid beyond the Due Date;

***10.1.11* Disputed Bill**

a) If MGVCL does not dispute a Monthly Bill or a Supplementary Bill raised by 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 (Regulation), 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 (Regulation), 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 under an 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 charge any 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 the Agreement 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 a period 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 material breach/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 such event 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

13.3.1 Upon 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 threethree 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 to the 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 and for 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 anysimilar 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 orconsequential 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 hereb 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
_____	
Solar Power Generator	MADHYA Gujarat Vij Company Ltd.
	DISCOM
Witness:	Witness:

Annexure-L1

Certificate forTender TN-7 (Tender ID: 32807)

Details of Amendment issued for above tender with brief are as under.

Particular	Date of publish	Remark
Tender floated on	03.01.24	Last date of bid submission was 25.01.24.
Amendment-1	25.01.24	O.N. vide MGVCL/Proj/DSM/PM KUSUM C FLS TN-7/30, Dtd.25-01-24, fortime limit extension of last date of submission of bid till 09.02.24 to encourage competition and increase participation.
Amendment-2	09.02.24	O.N. vide MGVCL/Proj/DSM/PM KUSUM C FLS TN-7/50, Dtd.09-02-24, for time limit extension of last date of submission of bid till 29.02.24 to encourage competition and increase participation.
Amendment-3	29.02.24	O.N. vide MGVCL/Proj/DSM/PM KUSUM C FLS TN-7/66, Dtd.29-02-24, for Section-C Key Bid Data sr. no.9 Eligible CFA by MNRE, Scheduled Commercial Operation date and time limit extension of last date of submission of bid till 11.03.24 to encourage competition and increase participation.
Amendment-4	11.03.24	O.N. vide MGVCL/Proj/DSM/PM KUSUM C FLS TN-7/76, Dtd.11-03-24, for Section-C Key Bid Data sr.no.1 Solar PV Plant technology, sr.no. 9 Eligible CFA by MNRE, SCOD, Section-F F.6- Commissioning period, F.7-Delay in Commissioning, F.8-Project Milestone & Timeline, Form-10 PBG Format, PPA Article-1 SCD of project timeline, Article-2 Term of agreement (PBG, Stage wise release of CFA) and time limit extension of last date of submission of bid till 18.03.24 to encourage competition and increase participation.
Amendment-5	18.03.24	O.N. vide MGVCL/Proj/DSM/PM KUSUM C FLS TN-7/89, Dtd.18-03-24, for time limit extension of last date of submission of bid till 30.03.24 to encourage competition and increase participation.
Amendment-6	30.03.24	O.N. vide MGVCL/Proj/DSM/PM KUSUM C FLS TN-7/98, Dtd.30-03-24, for time limit extension of last date of submission of bid till 09.04.24 to encourage competition and increase participation.
Amendment-7	08.04.24	O.N. vide MGVCL/Proj/DSM/PM KUSUM C FLS TN-7/110, Dtd.08-04-24, for time limit extension of last date of submission of bid till 22.04.24 to encourage competition and increase participation.
Amendment-8	20.04.24	O.N. vide MGVCL/Proj/DSM/PM KUSUM C FLS TN-7/121, Dtd.20-04-24, for Section-C Key Bid data sr. no.15 SCOD, Section-F F.6-Commissioning period, F.7-Delay in Commissioning, F.8-Project Milestone & Timeline, Form-10 PBG format, PPA Article-1, SCOD Article-2 PBG, Article-5 5.1.5 Sychronization, Commissioning and Commercial operation, Eligible CFA by MNRE and time limit extension of last date of submission of bid till 01.05.24 to encourage competition and increase participation.
Amendment-9	30.04.24	O.N. vide MGVCL/Proj/DSM/PM KUSUM C FLS TN-7/126, Dtd.30-04-24, for Section-C Key Bid data sr. no.15 SCOD, Section-F F.6-Commissioning period, F.7-Delay in Commissioning, F.8-Project Milestone & Timeline, Form-10 PBG format, PPA Article-1, SCODArticle-5 5.1.5 Sychronization, Commissioning and Commercial operation and time limit extension of last date of submission of bid till 13.05.24 to encourage competition and increase participation.

Amendment-10	13.05.24	O.N. vide MGVCL/Proj/DSM/PM KUSUM C FLS TN-7/136, Dtd.13-05-24, for time limit extension of last date of submission of bid till 20.05.24 to encourage competition and increase participation.

It is hereby certified that all above amendments in the bid documents brought in by the petitioner from time-to-time as above were widely published on n-Procure portal as well as on MGVCL web-site for intimating all prospective bidders. It is also hereby certified that bid documents along with documents issued from time-to-time are in consonance with MNRE guidelines.

Copy of all above amendments are attached herewith along with copy of office note thereof.

Additional Chief Engineer(RA&C)
MGVCL

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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)

1190

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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.

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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.

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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.

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Chief Engineer (Project)

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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.

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		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**

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		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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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.

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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)

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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.

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Chief Engineer (Project)

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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.

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Chief Engineer (Project)

1200

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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)

MADHYA GUJARAT VIJ COMPANY LTD.
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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	**Eligible CFA by MNRE :** 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	**Eligible CFA by MNRE :** 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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CIN No. U40102GJ2003SGC042907

	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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		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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- 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)

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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: <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	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.

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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)

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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)

Annexure-L2

Details of Qualification Criteria for Letter of Intent (LoI) Accepted Bidders with details of Name of Plant, Accepted MW capacity

Sr No	Tender No	Plant No	Name of Bidder	Notified Solar Plant capacity (in MW)	Offered Solar Plant capacity by Bidder (in MW)	Solar Plant capacity for which LOI accepted (in MW)	RFS Provision Qualification Criteria RFS : Section-G Clause : G-2 RFS FORM- 5- Positive Net-worth Certificate of Bidder	Document placed at Page no.
1	TN-7	MG-FLS-SS-43	SAHAJ SOLAR LIMITED	2	2	2	Submitted	1092
2	TN-7	MG-FLS-SS-70	SAHAJ SOLAR LIMITED	2	2	2	Submitted	1094
3	TN-7	MG-FLS-SS-98	SHREEJI SOLAR	2.5	2.5	2.5	Submitted	1095
4	TN-7	MG-FLS-SS-102	ONIX-TECH RENEWABLE (INDIA) LLP	2.5	2.5	2.5	Submitted	1096
5	TN-7	MG-FLS-SS-50	SAHAJ SOLAR LIMITED	2	2	2	Submitted	1098
6	TN-7	MG-FLS-SS-110	SAHAJ SOLAR LIMITED	2.5	2.5	2.5	Submitted	1101
7	TN-7	MG-FLS-SS-77	SAHAJ SOLAR LIMITED	2.5	2.5	2.5	Submitted	1104
8	TN-7	MG-FLS-SS-55	SAHAJ SOLAR LIMITED	2.5	2.5	2.5	Submitted	1106
9	TN-7	MG-FLS-SS-83	SAHAJ SOLAR LIMITED	3	3	3	Submitted	1108
10	TN-7	MG-FLS-SS-112	PNV ENERGY PRIVATE LIMITED	1	1	1	Submitted	1110
11	TN-7	MG-FLS-SS-47	ONIX-TECH RENEWABLE (INDIA) LLP	2.5	2.5	2.5	Submitted	1111
12	TN-7	MG-FLS-SS-49	Pioneer Security Solutions Pvt Ltd	4	4	4	Submitted	1112
13	TN-7	MG-FLS-SS-74	HELIOSNATURAL RENEWTECH PRIVATE LIMITED	2.5	2.5	2.5	Submitted	1113
14	TN-7	MG-FLS-SS-116	PNV ENERGY PRIVATE LIMITED	2	2	2	Submitted	1114
15	TN-7	MG-FLS-SS-120	ONIX-TECH RENEWABLE (INDIA) LLP	3	3	3	Submitted	1115
16	TN-7	MG-FLS-SS-75	ONIX-TECH RENEWABLE (INDIA) LLP	4	4	4	Submitted	1116
17	TN-7	MG-FLS-SS-54	RAGHUVIR DEVELOPERS AND BUILDERS	2	2	2	Submitted	1117
18	TN-7	MG-FLS-SS-117	ONIX-TECH RENEWABLE (INDIA) LLP	2	2	2	Submitted	1118
19	TN-7	MG-FLS-SS-62	BHARATBHAI KALABHAI BHARVAD	3	3	3	Submitted	1119
20	TN-7	MG-FLS-SS-85	ONIX-TECH RENEWABLE (INDIA) LLP	2	2	2	Submitted	1120
21	TN-7	MG-FLS-SS-71	ONIX-TECH RENEWABLE (INDIA) LLP	4	4	4	Submitted	1121
22	TN-7	MG-FLS-SS-111	PNV ENERGY PRIVATE LIMITED	4	2	2	Submitted	1122
23	TN-7	MG-FLS-SS-113	PNV ENERGY PRIVATE LIMITED	3	2	2	Submitted	1123
24	TN-7	MG-FLS-SS-109	Pioneer Security Solutions Pvt Ltd	4	4	4	Submitted	1124
25	TN-7	MG-FLS-SS-107	PNV ENERGY PRIVATE LIMITED	3.5	2	2	Submitted	1125
26	TN-7	MG-FLS-SS-119	Pioneer Security Solutions Pvt Ltd	3	3	3	Submitted	1126
27	TN-7	MG-FLS-SS-48	MECPOWER SOLUTIONS PRIVATE LIMITED	4	4	4	Submitted	1127
28	TN-7	MG-FLS-SS-67	SHIV SALES	1	1	1	Submitted	1128
29	TN-7	MG-FLS-SS-61	Vora Tirthraj Hareshbhai	1	1	1	Submitted	1129
30	TN-7	MG-FLS-SS-108	PNV ENERGY PRIVATE LIMITED	0.5	0.5	0.5	Submitted	1130
31	TN-7	MG-FLS-SS-53	ARIS SOLAR	1.5	1.5	1.5	Submitted	1131
32	TN-7	MG-FLS-SS-79	PAVAN INDUSTRIES	1	1	1	Submitted	1132
33	TN-7	MG-FLS-SS-118	SHIV SHAKTI TRADERS	0.5	0.5	0.5	Submitted	1133

Additional Chief Engr. (RA&C)
MGVCL, Corporate Office

Annexure L3

Price Bid Validity of LoI Accepted bidders under Tender no.TN-7

Sr No.	Tender No.	Bidder Name	Plant No.	Notified Solar Plant capacity (in MW)	Offered Solar Plant capacity by Bidder (in MW)	Solar Plant capacity for which LOI accepted (in MW)	Date of opening of Technical Bid	Validity of Price bid considering 120 days	Letter of Intent (LoI) No / Date	Letter of Intent (LoI) Accepted by Bidder Date
1	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-43	2	2	2	07-06-2024	05-10-2024	549/ 15-10-2024	17-10-2024
2	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-70	2	2	2	07-06-2024	05-10-2024	604/ 25-10-2024	25-10-2024
3	TN-7	SHREEJI SOLAR	MG-FLS-SS-98	2.5	2.5	2.5	07-06-2024	05-10-2024	603/ 25-10-2024	29-10-2024
4	TN-7	ONIX-TECH RENEWABLE (INDIA) LLP	MG-FLS-SS-102	2.5	2.5	2.5	07-06-2024	05-10-2024	550/ 15-10-2024	22-10-2024
5	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-50	2	2	2	07-06-2024	05-10-2024	551/ 15-10-2024	17-10-2024
6	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-110	2.5	2.5	2.5	07-06-2024	05-10-2024	552/ 15-10-2024	17-10-2024
7	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-77	2.5	2.5	2.5	07-06-2024	05-10-2024	553/ 15-10-2024	17-10-2024
8	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-55	2.5	2.5	2.5	07-06-2024	05-10-2024	597/ 25-10-2024	25-10-2024
9	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-83	3	3	3	07-06-2024	05-10-2024	554/ 15-10-2024	17-10-2024
10	TN-7	PNV ENERGY PRIVATE LIMITED	MG-FLS-SS-112	1	1	1	07-06-2024	05-10-2024	555/ 15-10-2024	22-10-2024
11	TN-7	ONIX-TECH RENEWABLE (INDIA) LLP	MG-FLS-SS-47	2.5	2.5	2.5	07-06-2024	05-10-2024	556/ 15-10-2024	22-10-2024
[illegible]	TN-7	Pioneer Security Solutions Pvt Ltd	MG-FLS-SS-49	4	4	4	07-06-2024	05-10-2024	557/ 15-10-2024	17-10-2024
13	TN-7	HELIOSNATURAL RENEWTECH PRIVATE LIMITED	MG-FLS-SS-74	2.5	2.5	2.5	07-06-2024	05-10-2024	558/ 15-10-2024	16-10-2024
14	TN-7	PNV ENERGY PRIVATE LIMITED	MG-FLS-SS-116	2	2	2	07-06-2024	05-10-2024	559/ 15-10-2024	22-10-2024
15	TN-7	ONIX-TECH RENEWABLE (INDIA) LLP	MG-FLS-SS-120	3	3	3	07-06-2024	05-10-2024	560/ 15-10-2024	22-10-2024
16	TN-7	ONIX-TECH RENEWABLE (INDIA) LLP	MG-FLS-SS-75	4	4	4	07-06-2024	05-10-2024	561/ 15-10-2024	22-10-2024
17	TN-7	RAGHUVIR DEVELOPERS AND BUILDERS	MG-FLS-SS-54	2	2	2	07-06-2024	05-10-2024	562/ 15-10-2024	17-10-2024
18	TN-7	ONIX-TECH RENEWABLE (INDIA) LLP	MG-FLS-SS-117	2	2	2	07-06-2024	05-10-2024	563/ 15-10-2024	22-10-2024
19	TN-7	BHARATBHAI KALABHAI BHARVAD	MG-FLS-SS-62	3	3	3	07-06-2024	05-10-2024	564/ 15-10-2024	22-10-2024
20	TN-7	ONIX-TECH RENEWABLE (INDIA) LLP	MG-FLS-SS-85	2	2	2	07-06-2024	05-10-2024	565/ 15-10-2024	22-10-2024
21	TN-7	ONIX-TECH RENEWABLE (INDIA) LLP	MG-FLS-SS-71	4	4	4	07-06-2024	05-10-2024	566/ 15-10-2024	22-10-2024
22	TN-7	PNV ENERGY PRIVATE LIMITED	MG-FLS-SS-111	4	2	2	07-06-2024	05-10-2024	567/ 15-10-2024	22-10-2024
23	TN-7	PNV ENERGY PRIVATE LIMITED	MG-FLS-SS-113	3	2	2	07-06-2024	05-10-2024	568/ 15-10-2024	22-10-2024
24	TN-7	Pioneer Security Solutions Pvt Ltd	MG-FLS-SS-109	4	4	4	07-06-2024	05-10-2024	569/ 15-10-2024	17-10-2024
25	TN-7	PNV ENERGY PRIVATE LIMITED	MG-FLS-SS-107	3.5	2	2	07-06-2024	05-10-2024	570/ 15-10-2024	22-10-2024
26	TN-7	Pioneer Security Solutions Pvt Ltd	MG-FLS-SS-119	3	3	3	07-06-2024	05-10-2024	571/ 15-10-2024	17-10-2024
[illegible]	TN-7	MECPOWER SOLUTIONS PRIVATE LIMITED	MG-FLS-SS-48	4	4	4	07-06-2024	05-10-2024	572/ 15-10-2024	16-10-2024
28	TN-7	SHIV SALES	MG-FLS-SS-67	1	1	1	07-06-2024	05-10-2024	599/ 25-10-2024	28-10-2024
29	TN-7	Vora Tirthraj Hareshbhai	MG-FLS-SS-61	1	1	1	07-06-2024	05-10-2024	574/ 15-10-2024	22-10-2024
30	TN-7	PNV ENERGY PRIVATE LIMITED	MG-FLS-SS-108	0.5	0.5	0.5	07-06-2024	05-10-2024	600/ 25-10-2024	28-10-2024
31	TN-7	ARIS SOLAR	MG-FLS-SS-53	1.5	1.5	1.5	07-06-2024	05-10-2024	598/ 25-10-2024	28-10-2024
32	TN-7	PAVAN INDUSTRIES	MG-FLS-SS-79	1	1	1	07-06-2024	05-10-2024	601/ 25-10-2024	29-10-2024
33	TN-7	SHIV SHAKTI TRADERS	MG-FLS-SS-118	0.5	0.5	0.5	07-06-2024	05-10-2024	602/ 25-10-2024	28-10-2024

Additional Chief Engr. (RA&C)
MGVCL, Corporate Office

Annexure-L4 : Comparison of the major modification made in the Model PPA of Component A and Component C- FLS

Article	Clause	Suggested in Model PPA of Component-A PM-KUSUM Scheme	As per Submitted PPA for PM-KUSUM Component-C Feeder Level Solarization	Remark
ARTICLE 1: DEFINITIONS AND INTERPRETATION	1.1	"Capacity Utilisation Factor" or "CUF": shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time; However for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity; In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, CUF= (X MWh/(Y MW*8766)) X100%;	"Capacity Utilisation Factor" or "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)) The annual CUF will be calculated every year from 1st April of the year (COD for first year) to 31st March next year	More specific to calculate energy at the delivery point , i.e. Substation end.
	1.1		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.	Added as per Scheme requiremen t
	1.1	"Contracted Capacity" shall mean ..... [Insert capacity] MW contracted with DISCOM for supply by the RPG to DISCOM at the Delivery Point from the _____ Power Project;	"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.	More specific to consider contract capacity in AC
	1.1	"Delivery Point" "Delivery Point" shall mean the point at the voltage level of 11kV or above of the	"Delivery Point" Delivery Point" shall mean the point at the voltage level of 11kV of the 66/11 kV Sub-	In Gujarat there is no 33 KV

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Annexure-L4 : Comparison of the major modification made in the Model PPA of Component A and Component C- FLS				
Article	**Clause**	**Suggested in Model PPA of Component-A PM-KUSUM Scheme**	**As per Submitted PPA for PM-KUSUM Component-C Feeder Level Solarization**	**Remark**
		33/11 kV Sub-station. Metering shall be done at this interconnection point where the power is injected into the 33/11 kV Sub-station. For interconnection with grid and metering, the RPG 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 as notified by the Appropriate Commission shall be borne by the RPG.	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 Substation. 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	System and all the generation are to be delivered at 11 KV Voltage level at Substation end.
	1.1	"Due Date" Due Date shall mean the forty-fifth (45th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the DISCOM 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 the DISCOM.	"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.	30 days as per present practice which creates more trust to receive early payments from DISCOMs and in turn will reduce tariff

Annexure-L4 : Comparison of the major modification made in the Model PPA of Component A and Component C- FLS

Article	Clause	Suggested in Model PPA of Component-A PM-KUSUM Scheme	As per Submitted PPA for PM-KUSUM Component-C Feeder Level Solarization	Remark
	1.1		"PM-KUSUSM " Pradhan Mantri Urja Suraksha evam Utthaan Mahabhiyaan 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.	Added as per Scheme requiremen t
	1.1		"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	Added as per Scheme requiremen t
	1.1		"SPG" Shall mean Solar Power Generator who has signed this agreement upon issue of Letter of Award by MGVCL	Added as per Scheme requiremen t
	1.2		1.2 INTERPRETATION i) to xiv)	Added
ARTICLE 2: TERM OF AGREEMENT	2.5		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)	Added as per Scheme requiremen t

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Annexure-L4 : Comparison of the major modification made in the Model PPA of Component A and Component C- FLS				
Article	**Clause**	**Suggested in Model PPA of Component-A PM-KUSUM Scheme**	**As per Submitted PPA for PM-KUSUM Component-C Feeder Level Solarization**	**Remark**
			beyond the 12 months from the date of issuance of LOA or dtd. 19-12-2025 whichever is earlier. 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. 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 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	

Annexure-L4 : Comparison of the major modification made in the Model PPA of Component A and Component C- FLS				
Article	**Clause**	**Suggested in Model PPA of Component-A PM-KUSUM Scheme**	**As per Submitted PPA for PM-KUSUM Component-C Feeder Level Solarization**	**Remark**
			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 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 :	

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Annexure-L4 : Comparison of the major modification made in the Model PPA of Component A and Component C- FLS				
Article	Clause	Suggested in Model PPA of Component-A PM-KUSUM Scheme	As per Submitted PPA for PM-KUSUM Component-C Feeder Level Solarization	Remark
			(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.	

Annexure-L4 : Comparison of the major modification made in the Model PPA of Component A and Component C- FLS				
Article	**Clause**	**Suggested in Model PPA of Component-A PM-KUSUM Scheme**	**As per Submitted PPA for PM-KUSUM Component-C Feeder Level Solarization**	**Remark**
ARTICLE 3: CONDITIONS SUBSEQUENT	3.2		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	Added as per Scheme requiremen t
ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT	4.1 SPG's Obligations		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	Added as per Scheme requiremen t

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Annexure-L4 : Comparison of the major modification made in the Model PPA of Component A and Component C- FLS				
Article	**Clause**	**Suggested in Model PPA of Component-A PM-KUSUM Scheme**	**As per Submitted PPA for PM-KUSUM Component-C Feeder Level Solarization**	**Remark**
			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	

Annexure-L4 : Comparison of the major modification made in the Model PPA of Component A and Component C- FLS				
Article	**Clause**	**Suggested in Model PPA of Component-A PM-KUSUM Scheme**	**As per Submitted PPA for PM-KUSUM Component-C Feeder Level Solarization**	**Remark**
			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.	
	4.3 Right to Contracted Capacity & Energy	4.3.1 DISCOM, in any Contract Year shall not be obliged to purchase any additional energy from the RPG beyond the contract capacity. If for any Contract Year except for the first year of operation, it is found that the RPG has not been able to generate minimum energy of .....Million kWh (MU) till the end of 10 years from the COD and ..... Million kWh (MU) for the rest of the Term of the Agreement, on account of reasons solely attributable to the RPG, the	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	As per Scheme requiremen t and to make clarity

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Annexure-L4 : Comparison of the major modification made in the Model PPA of Component A and Component C- FLS				
Article	Clause	Suggested in Model PPA of Component-A PM-KUSUM Scheme	As per Submitted PPA for PM-KUSUM Component-C Feeder Level Solarization	Remark
		non-compliance by RPG shall make the RPG liable to pay the compensation. For the first year of operation, the above limits shall be considered on pro-rata basis. The lower limit will, however be relaxable by DISCOM to the extent of grid non-availability for evacuation which is beyond the control of the RPG. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such penalty shall be as determined by the Appropriate Commission, and such penalty shall ensure that the DISCOM is offset for all potential costs associated with low generation and supply of power under the PPA. However, the minimum compensation payable to DISCOM by the RPG shall be 25% (twenty-five percent) of the cost of this shortfall in energy terms, calculated at PPA tariff. This compensation shall not be applicable in events of Force Majeure identified under PPA. 4.3.2 In case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance in the system at the point where power is injected, the RPG will have to forego the excess generation and reduce the output to the contract capacity and shall also have to	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	

Annexure-L4 : Comparison of the major modification made in the Model PPA of Component A and Component C- FLS				
Article	**Clause**	**Suggested in Model PPA of Component-A PM-KUSUM Scheme**	**As per Submitted PPA for PM-KUSUM Component-C Feeder Level Solarization**	**Remark**
		pay the penalty/charges (if applicable) as per applicable regulations.	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.	
	4.4.2	4.4.2 In case of extension due to reasons specified in Article 4.4.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of three (3) months, any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5. In case neither party terminates the agreement under this clause, the agreement shall stand terminated on the expiry of twelve (12) months of the continuation of the Force majeure event unless the parties mutually agree to extend the agreement for the further period.		Removed
	4.5 Liquidated Damages not amounting to penalty for delay in Commissioning	4.5.1 If the RPG is unable to commission the Project by the Scheduled Commissioning Date other than for the reasons specified in Article 4.4.1, the RPG shall pay to DISCOM, damages for the delay in such commissioning and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per the following:	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:	More specific

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Annexure-L4 : Comparison of the major modification made in the Model PPA of Component A and Component C- FLS				
Article	**Clause**	**Suggested in Model PPA of Component-A PM-KUSUM Scheme**	**As per Submitted PPA for PM-KUSUM Component-C Feeder Level Solarization**	**Remark**
		Delay beyond the Scheduled Commissioning Date upto (& including) the date as on nine months from the Date of issue of LoA: The total Performance Bank Guarantee amount shall be encashed on per day basis and proportionate to the balance capacity not commissioned. 4.5.2 The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to 11 Months from the Date of issue of LoA. In case, the Commissioning of the Project is delayed beyond 11 Months from the Date of issue of LoA, it shall be considered as an RPG Event of Default and provisions of Article 13 shall apply and the Contracted Capacity shall stand reduced / amended to the Project Capacity Commissioned within 11 Months of the Date of issue of LoA and the PPA for the balance Capacity will stand terminated and shall be reduced from the project capacity	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: 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 over two months: 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.	
	4.6 System Specifications and Quality Control		4.6.2 Erection of 11 KV Line network shall be confirming to relevant standards.	added

Annexure-L4 : Comparison of the major modification made in the Model PPA of Component A and Component C- FLS

<table>
<tr><th>Article</th><th>Clause</th><th>Suggested in Model PPA of Component-A PM-KUSUM Scheme</th><th>As per Submitted PPA for PM-KUSUM Component-C Feeder Level Solarization</th><th>Remark</th></tr>
<tr><td></td><td>4.9 Generation compensation for Off-take constraints</td><td>4.9.1 Generation Compensation in offtake constraints due to Grid Unavailability: During the operation of the plant, 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 RPG. 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 DISCOM:
<table><tr><th>Duration of Grid unavailability</th><th>Provision for Generation Compensation</th></tr><tr><td>Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted):</td><td>Generation Loss = [(Average Generation per hour 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.</td></tr></table>The excess generation by the RPG equal to this generation loss shall be procured by DISCOM at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.</td><td>4.9.1 Generation Compensation in offtake constraints due to Grid Unavailability: During the operation of the plant, MGVCL shall endeavour 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:
<table><tr><th>Duration of Grid unavailability</th><th>Provision for Generation Compensation</th></tr><tr><td>Grid unavailability in excess of 5% in a contract year as defined in the PPA(only period from 8 am to 6 pm to be counted):</td><td>Generation Loss = [(Average Generation per hour 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.</td></tr></table>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.</td><td>As per requirement</td></tr>
<tr><td></td><td></td><td>4.9.2 Offtake constraints due to Backdown: The RPG and DISCOM shall follow the forecasting and scheduling process as per the regulations in this regard by the</td><td>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</td><td>As per requirement</td></tr>
</table>

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Annexure-L4 : Comparison of the major modification made in the Model PPA of Component A and Component C- FLS

<table>
<tr><th>Article</th><th>Clause</th><th>Suggested in Model PPA of Component-A PM-KUSUM Scheme</th><th>As per Submitted PPA for PM-KUSUM Component-C Feeder Level Solarization</th><th>Remark</th></tr>
<tr><td></td><td></td><td>Appropriate Commission. In the eventuality of backdown, subject to the submission of documentary evidences from the competent authority, the RPG shall be eligible for a minimum generation compensation, from DISCOM, restricted to the following and there shall be no other claim, directly or indirectly against DISCOM:.
<table>
<tr><th>Duration of Backdown</th><th>Provision for Generation Compensation</th></tr>
<tr><td>Hours of Backdown during a monthly billing cycle.</td><td>Minimum Generation Compensation = 50% 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</td></tr>
</table>
The RPG 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.</td><td>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.
<table>
<tr><th>Duration of Backdown</th><th>Provision for Generation Compensation</th></tr>
<tr><td>Hours of Backdown during a monthly billing cycle.</td><td>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</td></tr>
</table>
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.</td><td></td></tr>
<tr><td>ARTICLE 6: DISPATCH AND SCHEDULING</td><td>6.1 Dispatch and Scheduling</td><td>6.1.4 Auxiliary power consumption will be treated as per the concerned state regulations.</td><td>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.</td><td>As per requiremen t</td></tr>
</table>

Annexure-L4 : Comparison of the major modification made in the Model PPA of Component A and Component C- FLS				
Article	**Clause**	**Suggested in Model PPA of Component-A PM-KUSUM Scheme**	**As per Submitted PPA for PM-KUSUM Component-C Feeder Level Solarization**	**Remark**
ARTICLE 7: METERING,GRID CONNECTIVITY AND REMOTE MONITORING SYSTEM	7.1 7.2	7.1 Meters 7.1.1 For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the RPG and DISCOM shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time. 7.1.2 The RPG shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at RPG's side of Delivery Point. 7.1.3 In addition to ensuring compliance of the applicable codes, the RPG shall install Main & Check meters at the Delivery Point, along with Stand-by meter(s) as per the applicable regulations of the State where the Project is located. 7.2 Reporting of Metered Data and Parameters 7.2.1 The grid connected renewable power plants will install necessary equipment for regular monitoring of required data and simultaneously for monitoring of the electric power generated from the Project. 7.2.2 Online arrangement would have to be made by the RPG for submission of above data regularly for the entire period of this Power Purchase Agreement to the DISCOM,	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	As per requiremen t and RMS integration

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Annexure-L4 : Comparison of the major modification made in the Model PPA of Component A and Component C- FLS

Article	Clause	Suggested in Model PPA of Component-A PM-KUSUM Scheme	As per Submitted PPA for PM-KUSUM Component-C Feeder Level Solarization	Remark
		the MNRE and concerned agency as per applicable regulation / directions. 7.2.3 Reports on above parameters on monthly basis (or as required by regulation / guidelines) shall be submitted by the RPG to Ministry of New and Renewable Energy/National Institute of Solar Energy through DISCOM for entire period of PPA.		
ARTICLE 8: INSURANCES	8.1	8.1 Insurance 8.1.1 The RPG shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against 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.	8.1 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 coinsured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements, and under the applicable laws.	As per requiremen t
ARTICLE 10: BILLING AND PAYMENT		ARTICLE 10: BILLING AND PAYMENT	ARTICLE 10: BILLING AND PAYMENT	This complete clause is replaced as per existing practice

Annexure-L4 : Comparison of the major modification made in the Model PPA of Component A and Component C- FLS

Article	Clause	Suggested in Model PPA of Component-A PM-KUSUM Scheme	As per Submitted PPA for PM-KUSUM Component-C Feeder Level Solarization	Remark
ARTICLE 11: FORCE MAJEURE		ARTICLE 11: FORCE MAJEURE	ARTICLE 11: FORCE MAJEURE	This complete clause is replaced as per existing practice
ARTICLE 12: CHANGE IN LAW		ARTICLE 12: CHANGE IN LAW	ARTICLE 12: CHANGE IN LAW	This complete clause is replaced as per existing practice
ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION	13.1 RPG Event of Default	13.1 SPG Event of Default (i)..... (iv).....	13.1 SPG Event of Default (i)..... (iv)..... (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.	From (v) to (ix) condition are added

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Annexure-L4 : Comparison of the major modification made in the Model PPA of Component A and Component C- FLS

Article	Clause	Suggested in Model PPA of Component-A PM-KUSUM Scheme	As per Submitted PPA for PM-KUSUM Component-C Feeder Level Solarization	Remark
			(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 such event occurs as a result of a Force Majeure Event or a breach by the RPG of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting DISCOM: (i) DISCOM fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of ninety (90) days after the Due Date and the RPG is unable to recover the amount outstanding to the RPG 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 RPG in this regard; or (iii) except where due to any RPG's failure to comply with its obligations, DISCOM is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by DISCOM within sixty (60) days of receipt of notice in this regard from the RPG to DISCOM; or if • DISCOM becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency	13.2.1 The occurrence and the continuation of any of the following events, unless any such event 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 part of 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	This complete clause is replaced as per existing practice

Annexure-L4 : Comparison of the major modification made in the Model PPA of Component A and Component C- FLS

Article	Clause	Suggested in Model PPA of Component-A PM-KUSUM Scheme	As per Submitted PPA for PM-KUSUM Component-C Feeder Level Solarization	Remark
		or winding up proceedings and such proceedings remain uncontested for a period of sixty (60) days, or • any winding up or bankruptcy or insolvency order is passed against DISCOM, or • DISCOM goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that it shall not constitute a DISCOM Event of Default, where such dissolution or liquidation of DISCOM or 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 has creditworthiness similar to DISCOM and expressly assumes all obligations of DISCOM and is in a position to perform them; or; (iv) Occurrence of any other event which is specified in this Agreement to be a material breach or default of DISCOM.	DISCOM and expressly assumes all obligations under this agreement and is in a position to perform them	
		13.3 Procedure for cases of RPG Event of Default 13.4 Procedure for cases of DISCOM Event of Default	13.3 Procedure for cases of RPG Event of Default 13.4 Procedure for cases of DISCOM Event of Default	These complete clause are replaced as per existing practice

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Annexure-L4 : Comparison of the major modification made in the Model PPA of Component A and Component C- FLS

Article	Clause	Suggested in Model PPA of Component-A PM-KUSUM Scheme	As per Submitted PPA for PM-KUSUM Component-C Feeder Level Solarization	Remark
ARTICLE 14		ARTICLE 14: LIABILITY AND INDEMNIFICATION	ARTICLE 14: LIABILITY AND INDEMNIFICATION	These complete clause are replaced as per existing practice
ARTICLE 15		ARTICLE 15: ASSIGNMENTS AND CHARGES	ARTICLE 15: ASSIGNMENTS AND CHARGES	These complete clause are replaced as per existing practice
ARTICLE 16		ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION	ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION	These complete clause are replaced as per existing practice
ARTICLE 17:		ARTICLE 17: MISCELLANEOUS PROVISIONS	ARTICLE 17: MISCELLANEOUS PROVISIONS	These complete clause are replaced as per existing practice

Additional Chief Engr. (RA&C)
MGVCL, Corporate Office

Annexure-L5

Details of Technical bid evaluation (to be submitted separately for each bid)

Sr no	Bid no. (Tender no.)	Name of bidder	Solar plant No	Bid (Notified) Capacity (MW)	Date of Technical bid opening	Date of Technical bid evaluation	Details of Technical bid evaluation		Decision to w.r.t.responsive bid / disqualified bid. Mention the reason for disqualification	MW solar capacity accepted by bidder as per LoI (Letter of Intent)	Offered Capacity (MW)	EMD Payment by bidder (Rs.in Lakh)
							Meeting of Technical Criteria					
							Qulification Criteria regarding Positive Networth certificate of CA, submitted by bidder (YES / NO)	Page no of Supporting Document w.r.t Criteria				
1	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-43	2	07.06.24	10.07.24	YES	747, 748	Responsive bid as LoI accepted by bidder as per T&C of RFS	2.0	2.0	2.0
2	TN-7	ONIX-TECH RENEWABLE (INDIA) LLP	MG-FLS-SS-43	2	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		2.0	2.0
3	TN-7	PAREKH ENGINEERS	MG-FLS-SS-43	2	07.06.24	10.07.24			Disqualified due to Form-5 Positive Net worth certificate not submitted		2.0	2.0
4	TN-7	ONIX-TECH RENEWABLE (INDIA) LLP	MG-FLS-SS-47	2.5	07.06.24	10.07.24	YES	739	Responsive bid as LoI accepted by bidder as per T&C of RFS	2.5	2.5	2.5
5	TN-7	RAGHUVIR DEVELOPERS AND BUILDERS	MG-FLS-SS-47	2.5	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		2.5	2.5
6	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-47	2.5	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		2.5	2.5
7	TN-7	MECPOWER SOLUTIONS PRIVATE LIMITED	MG-FLS-SS-48	4	07.06.24	10.07.24	YES	738	Responsive bid as LoI accepted by bidder as per T&C of RFS	4.0	4.0	4.0
8	TN-7	RAGHUVIR DEVELOPERS AND BUILDERS	MG-FLS-SS-48	4	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		4.0	4.0
9	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-48	4	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		4.0	4.0
10	TN-7	ONIX-TECH RENEWABLE (INDIA) LLP	MG-FLS-SS-48	4	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		4.0	4.0
11	TN-7	CENTURION LABORATORIES PVT LTD	MG-FLS-SS-48	4	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		2.0	2.0
12	TN-7	BLUE BUDDHA ENTERPRISE	MG-FLS-SS-48	4	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		1.0	1.0
13	TN-7	ENVIRON ENGINEERING COMPANY	MG-FLS-SS-48	4	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		1.0	1.0
14	TN-7	Karmaa Solar LLP	MG-FLS-SS-48	4	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		1.0	1.0
15	TN-7	PATEL BHAVESH CHANDRAKANT BHAI	MG-FLS-SS-48	4	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		1.0	1.0
16	TN-7	Pioneer Security Solutions Pvt Ltd	MG-FLS-SS-49	4	07.06.24	10.07.24	YES	744	Responsive bid as LoI accepted by bidder as per T&C of RFS	4.0	4.0	4.0
17	TN-7	RAGHUVIR DEVELOPERS AND BUILDERS	MG-FLS-SS-49	4	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		4.0	4.0
18	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-49	4	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		4.0	4.0
19	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-50	2	07.06.24	10.07.24	YES	747, 748	Responsive bid as LoI accepted by bidder as per T&C of RFS	2.0	2.0	2.0
20	TN-7	RAGHUVIR DEVELOPERS AND BUILDERS	MG-FLS-SS-50	2	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		2.0	2.0
21	TN-7	ONIX-TECH RENEWABLE (INDIA) LLP	MG-FLS-SS-51	3.5	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.29/ unit given by MGVCL was not accepted by the bidder		3.5	3.5

Sr no	Bid no. (Tender no.)	Name of bidder	Solar plant No	Bid (Notified) Capacity (MW)	Date of Technical bid opening	Date of Technical bid evaluation	Details of Technical bid evaluation		Decision to w.r.t.responsive bid / disqualified bid. Mention the reason for disqualification	MW solar capacity accepted by bidder as per LoI (Letter of Intent)	Offered Capacity (MW)	EMD Payment by bidder (Rs.in Lakh)
							Meeting of Technical Criteria					
							Qulification Criteria regarding Positive Networth certificate of CA, submitted by bidder (YES / NO)	Page no of Supporting Document w.r.t Criteria				
22	TN-7	RAGHUVIR DEVELOPERS AND BUILDERS	MG-FLS-SS-51	3.5	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.29/ unit given by MGVCL was not accepted by the bidder		3.5	3.5
23	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-51	3.5	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.29/ unit given by MGVCL was not accepted by the bidder		3.5	3.5
24	TN-7	Harisinh Chauhan	MG-FLS-SS-51	3.5	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.29/ unit given by MGVCL was not accepted by the bidder		3.5	3.5
25	TN-7	SOLARIUM GREEN ENERGY PRIVATE LIMITED	MG-FLS-SS-51	3.5	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.29/ unit given by MGVCL was not accepted by the bidder		2.5	2.5
26	TN-7	CENTURION LABORATORIES PVT LTD	MG-FLS-SS-51	3.5	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.29/ unit given by MGVCL was not accepted by the bidder		1.5	1.5
27	TN-7	BLUE BUDDHA ENTERPRISE	MG-FLS-SS-51	3.5	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.29/ unit given by MGVCL was not accepted by the bidder		1.0	1.0
28	TN-7	ENVIRON ENGINEERING COMPANY	MG-FLS-SS-51	3.5	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.29/ unit given by MGVCL was not accepted by the bidder		1.0	1.0
29	TN-7	Karmaa Solar LLP	MG-FLS-SS-51	3.5	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.29/ unit given by MGVCL was not accepted by the bidder		1.0	1.0
30	TN-7	PATEL BHAVESH CHANDRAKANT BHAI	MG-FLS-SS-51	3.5	07.06.24	10.07.24			The bid was responsive but LoI of Rs.2.29/ unit issued by MGVCL was not accepted by the bidder, hence disqualified		1.0	1.0
31	TN-7	SHREEJIKRUPA	MG-FLS-SS-51	3.5	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.29/ unit given by MGVCL was not accepted by the bidder		1.0	1.0
32	TN-7	AANJNEY ENERGY PRIVATE LIMITED	MG-FLS-SS-51	3.5	07.06.24	10.07.24			Disqualified due to common director name found as per section I.4 Conflict of interest Cl.no.4.1.2		1.0	1.0
33	TN-7	AANJNEY ENTERPRISE	MG-FLS-SS-51	3.5	07.06.24	10.07.24			Disqualified due to common director name found as per section I.4 Conflict of interest Cl.no.4.1.2		1.0	1.0

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Sr no	Bid no. (Tender no.)	Name of bidder	Solar plant No	Bid (Notified) Capacity (MW)	Date of Technical bid opening	Date of Technical bid evaluation	Details of Technical bid evaluation		Decision to w.r.t.responsive bid / disqualified bid. Mention the reason for disqualification	MW solar capacity accepted by bidder as per LoI (Letter of Intent)	Offered Capacity (MW)	EMD Payment by bidder (Rs.in Lakh)
							Meeting of Technical Criteria					
							Qulification Criteria regarding Positive Networth certificate of CA, submitted by bidder (YES / NO)	Page no of Supporting Document w.r.t Criteria				
34	TN-7	ARIS SOLAR	MG-FLS-SS-53	1.5	07.06.24	10.07.24	YES	724	Responsive bid as LoI accepted by bidder as per T&C of RFS	1.5	1.5	1.5
35	TN-7	RAGHUVIR DEVELOPERS AND BUILDERS	MG-FLS-SS-54	2	07.06.24	10.07.24	YES	746	Responsive bid as LoI accepted by bidder as per T&C of RFS	2.0	2.0	2.0
36	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-54	2	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		2.0	2.0
37	TN-7	MECPOWER SOLUTIONS PRIVATE LIMITED	MG-FLS-SS-54	2	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		2.0	2.0
38	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-55	2.5	07.06.24	10.07.24	YES	747, 748	Responsive bid as LoI accepted by bidder as per T&C of RFS	2.5	2.5	2.5
39	TN-7	RAGHUVIR DEVELOPERS AND BUILDERS	MG-FLS-SS-55	2.5	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		2.5	2.5
40	TN-7	Vora Tirthraj Hareshbhai	MG-FLS-SS-61	1	07.06.24	10.07.24	YES	760	Bucket filled, LoI not issued to the bidder	1.0	1.0	1.0
41	TN-7	ACCLIMATE SYSTEMS PRIVATE LIMITED	MG-FLS-SS-61	1	07.06.24	10.07.24			Disqualified due to Annual audited accounts of FY 2022-23 as per form-5 Positive Net worth not found as per tender terms & conditions		1.0	1.0
42	TN-7	BHARATBHAI KALABHAI BHARVAD	MG-FLS-SS-62	3	07.06.24	10.07.24	YES	725	Responsive bid as LoI accepted by bidder as per T&C of RFS	3.0	3.0	3.0
43	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-62	3	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		3.0	3.0
44	TN-7	SHREEJIKRUPA	MG-FLS-SS-62	3	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		1.0	1.0
45	TN-7	AANJNEY ENERGY PRIVATE LIMITED	MG-FLS-SS-62	3	07.06.24	10.07.24			Disqualified due to common director name found as per section I.4 Conflict of interest Cl.no.4.1.2		1.0	1.0
46	TN-7	AANJNEY ENERGY PRIVATE LIMITED	MG-FLS-SS-62	3	07.06.24	10.07.24			Disqualified due to common director name found as per section I.4 Conflict of interest Cl.no.4.1.2		1.0	1.0
47	TN-7	AANJNEY ENTERPRISE	MG-FLS-SS-62	3	07.06.24	10.07.24			Disqualified due to common director name found as per section I.4 Conflict of interest Cl.no.4.1.2		1.0	1.0
48	TN-7	SHIV SALES	MG-FLS-SS-67	1	07.06.24	10.07.24	YES	750	Responsive bid as LoI accepted by bidder as per T&C of RFS	1.0	1.0	1.0
49	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-70	2	07.06.24	10.07.24	YES	747, 748	Responsive bid as LoI accepted by bidder as per T&C of RFS	2.0	2.0	2.0
50	TN-7	EVER GREEN SOLAR EQUIPMENT	MG-FLS-SS-70	2	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		2.0	2.0
51	TN-7	ONIX-TECH RENEWABLE (INDIA) LLP	MG-FLS-SS-71	4	07.06.24	10.07.24	YES	739	Responsive bid as LoI accepted by bidder as per T&C of RFS	4.0	4.0	4.0
52	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-71	4	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		4.0	4.0
53	TN-7	PAVAN INDUSTRIES	MG-FLS-SS-71	4	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		2.5	2.5
54	TN-7	VIVINT RENEWABLES	MG-FLS-SS-71	4	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		4.0	4.0
55	TN-7	KAPRO INFRAVENTURES PRIVATE LIMITED	MG-FLS-SS-71	4	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		0.5	0.5

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Sr no	Bid no. (Tender no.)	Name of bidder	Solar plant No	Bid (Notified) Capacity (MW)	Date of Technical bid opening	Date of Technical bid evaluation	Details of Technical bid evaluation		Decision to w.r.t.responsive bid / disqualified bid. Mention the reason for disqualification	MW solar capacity accepted by bidder as per LoI (Letter of Intent)	Offered Capacity (MW)	EMD Payment by bidder (Rs.in Lakh)
							Meeting of Technical Criteria					
							Qulification Criteria regarding Positive Networth certificate of CA, submitted by bidder (YES / NO)	Page no of Supporting Document w.r.t Criteria				
56	TN-7	HELIOSNATURAL RENEWTECH PRIVATE LIMITED	MG-FLS-SS-74	2.5	07.06.24	10.07.24	YES	733	Responsive bid as LoI accepted by bidder as per T&C of RFS	2.5	2.5	2.5
57	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-74	2.5	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		2.5	2.5
58	TN-7	KAPRO INFRAVENTURES PRIVATE LIMITED	MG-FLS-SS-74	2.5	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		0.5	0.5
59	TN-7	PICRYPT ENTERPRISE PVT LTD	MG-FLS-SS-74	2.5	07.06.24	10.07.24			Disqualified due to Form-5 Positive Net worth certificate not submitted		2.5	2.5
60	TN-7	ONIX-TECH RENEWABLE (INDIA) LLP	MG-FLS-SS-75	4	07.06.24	10.07.24	YES	739	Responsive bid as LoI accepted by bidder as per T&C of RFS	4.0	4.0	4.0
61	TN-7	Pioneer Security Solutions Pvt Ltd	MG-FLS-SS-75	4	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		4.0	4.0
62	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-75	4	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		4.0	4.0
63	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-76	2.5	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.3.00/ unit given by MGVCL was not accepted by the bidder		2.5	2.5
64	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-77	2.5	07.06.24	10.07.24	YES	747, 748	Responsive bid as LoI accepted by bidder as per T&C of RFS	2.5	2.5	2.5
65	TN-7	SHREEJI SOLAR	MG-FLS-SS-77	2.5	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		2.5	2.5
66	TN-7	PAVAN INDUSTRIES	MG-FLS-SS-79	1	07.06.24	10.07.24	YES	742	Bucket filled, LoI not issued to the bidder	1.0	1.0	1.0
67	TN-7	J V TRADING	MG-FLS-SS-82	1	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.3.00/ unit given by MGVCL was not accepted by the bidder		1.0	1.0
68	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-83	3	07.06.24	10.07.24	YES	747, 748	Responsive bid as LoI accepted by bidder as per T&C of RFS	3.0	3.0	3.0
69	TN-7	ONIX-TECH RENEWABLE (INDIA) LLP	MG-FLS-SS-83	3	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		3.0	3.0
70	TN-7	ONIX-TECH RENEWABLE (INDIA) LLP	MG-FLS-SS-85	2	07.06.24	10.07.24	YES	739	Responsive bid as LoI accepted by bidder as per T&C of RFS	2.0	2.0	2.0
71	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-85	2	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		2.0	2.0
72	TN-7	VIVINT ENERGY	MG-FLS-SS-85	2	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		2.0	2.0
73	TN-7	KAPRO INFRAVENTURES PRIVATE LIMITED	MG-FLS-SS-85	2	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		0.5	0.5
74	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-91	3.5	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.3.00/ unit given by MGVCL was not accepted by the bidder		3.5	3.5
75	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-92	2	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.3.00/ unit given by MGVCL was not accepted by the bidder		2.0	2.0
76	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-97	2.5	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.3.00/ unit given by MGVCL was not accepted by the bidder		2.5	2.5

Sr no	Bid no. (Tender no.)	Name of bidder	Solar plant No	Bid (Notified) Capacity (MW)	Date of Technical bid opening	Date of Technical bid evaluation	Details of Technical bid evaluation		Decision to w.r.t.responsive bid / disqualified bid. Mention the reason for disqualification	MW solar capacity accepted by bidder as per LoI (Letter of Intent)	Offered Capacity (MW)	EMD Payment by bidder (Rs.in Lakh)
							Meeting of Technical Criteria					
							Qulification Criteria regarding Positive Networth certificate of CA, submitted by bidder (YES / NO)	Page no of Supporting Document w.r.t Criteria				
77	TN-7	SHREEJI SOLAR	MG-FLS-SS-98	2.5	07.06.24	10.07.24	YES	751	Responsive bid as LoI accepted by bidder as per T&C of RFS	2.5	2.5	2.5
78	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-98	2.5	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		2.5	2.5
79	TN-7	ONIX-TECH RENEWABLE (INDIA) LLP	MG-FLS-SS-102	2.5	07.06.24	10.07.24	YES	739	Responsive bid as LoI accepted by bidder as per T&C of RFS	2.5	2.5	2.5
80	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-102	2.5	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		2.5	2.5
81	TN-7	PNV ENERGY PRIVATE LIMITED	MG-FLS-SS-107	3.5	07.06.24	10.07.24	YES	745	Responsive bid as LoI accepted by bidder as per T&C of RFS	2.0	2.0	2.0
82	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-107	3.5	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.15/ unit given by MGVCL was not accepted by the bidder		3.5	3.5
83	TN-7	Pioneer Security Solutions Pvt Ltd	MG-FLS-SS-107	3.5	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.15/ unit given by MGVCL was not accepted by the bidder		3.5	3.5
84	TN-7	JAYESH B PATEL	MG-FLS-SS-107	3.5	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.15/ unit given by MGVCL was not accepted by the bidder		1.5	1.5
85	TN-7	VIVEK JAYANTIBHAI SANGANI	MG-FLS-SS-107	3.5	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.15/ unit given by MGVCL was not accepted by the bidder		1.0	1.0
86	TN-7	ARIS SOLAR	MG-FLS-SS-107	3.5	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.15/ unit given by MGVCL was not accepted by the bidder		1.0	1.0
87	TN-7	Unilink Engineering Corporation Pvt ltd	MG-FLS-SS-107	3.5	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.15/ unit given by MGVCL was not accepted by the bidder		3.5	3.5
88	TN-7	PAREKH ENGINEERS	MG-FLS-SS-107	3.5	07.06.24	10.07.24			Disqualified due to Form-5 Positive Net worth certificate not submitted		2.0	2.0
89	TN-7	PNV ENERGY PRIVATE LIMITED	MG-FLS-SS-108	0.5	07.06.24	10.07.24	YES	745	Responsive bid as LoI accepted by bidder as per T&C of RFS	0.5	0.5	0.5
90	TN-7	Pioneer Security Solutions Pvt Ltd	MG-FLS-SS-109	4	07.06.24	10.07.24	YES	744	Responsive bid as LoI accepted by bidder as per T&C of RFS	4.0	4.0	4.0
91	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-109	4	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		4.0	4.0
92	TN-7	SOLARIUM GREEN ENERGY PRIVATE LIMITED	MG-FLS-SS-109	4	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		3.0	3.0
93	TN-7	JAYESH B PATEL	MG-FLS-SS-109	4	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		2.0	2.0
94	TN-7	ARIS SOLAR	MG-FLS-SS-109	4	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		1.0	1.0
95	TN-7	Unilink Engineering Corporation Pvt ltd	MG-FLS-SS-109	4	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		4.0	4.0

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Sr no	Bid no. (Tender no.)	Name of bidder	Solar plant No	Bid (Notified) Capacity (MW)	Date of Technical bid opening	Date of Technical bid evaluation	Details of Technical bid evaluation		Decision to w.r.t.responsive bid / disqualified bid. Mention the reason for disqualification	MW solar capacity accepted by bidder as per LoI (Letter of Intent)	Offered Capacity (MW)	EMD Payment by bidder (Rs.in Lakh)
							Meeting of Technical Criteria					
							Qulification Criteria regarding Positive Networth certificate of CA, submitted by bidder (YES / NO)	Page no of Supporting Document w.r.t Criteria				
96	TN-7	PAREKH ENGINEERS	MG-FLS-SS-109	4	07.06.24	10.07.24			Disqualified due to Form-5 Positive Net worth certificate not submitted		2.0	2.0
97	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-110	2.5	07.06.24	10.07.24	YES	747, 748	Responsive bid as LoI accepted by bidder as per T&C of RFS	2.5	2.5	2.5
98	TN-7	JAYESH B PATEL	MG-FLS-SS-110	2.5	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		2.5	2.5
99	TN-7	PNV ENERGY PRIVATE LIMITED	MG-FLS-SS-111	4	07.06.24	10.07.24	YES	745	Responsive bid as LoI accepted by bidder as per T&C of RFS	2.0	2.0	2.0
100	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-111	4	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.15/ unit given by MGVCL was not accepted by the bidder		4.0	4.0
101	TN-7	Pioneer Security Solutions Pvt Ltd	MG-FLS-SS-111	4	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.15/ unit given by MGVCL was not accepted by the bidder		4.0	4.0
102	TN-7	TOUCHCORE CONSULTANCY	MG-FLS-SS-111	4	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.15/ unit given by MGVCL was not accepted by the bidder		1.0	1.0
103	TN-7	SHREEJI SOLAR	MG-FLS-SS-111	4	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.15/ unit given by MGVCL was not accepted by the bidder		4.0	4.0
104	TN-7	PNV ENERGY PRIVATE LIMITED	MG-FLS-SS-112	1	07.06.24	10.07.24	YES	745	Responsive bid as LoI accepted by bidder as per T&C of RFS	1.0	1.0	1.0
105	TN-7	PATEL TRADERS	MG-FLS-SS-112	1	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		1.0	1.0
106	TN-7	Bhikhabhai Chelabhai Chaudhari	MG-FLS-SS-112	1	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		1.0	1.0
107	TN-7	PNV ENERGY PRIVATE LIMITED	MG-FLS-SS-113	3	07.06.24	10.07.24	YES	745	Responsive bid as LoI accepted by bidder as per T&C of RFS	2.0	2.0	2.0
108	TN-7	AAVKAR CORPORATION	MG-FLS-SS-113	3	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.17/ unit given by MGVCL was not accepted by the bidder		2.0	2.0
109	TN-7	Pioneer Security Solutions Pvt Ltd	MG-FLS-SS-113	3	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.17/ unit given by MGVCL was not accepted by the bidder		3.0	3.0
110	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-113	3	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.17/ unit given by MGVCL was not accepted by the bidder		3.0	3.0
111	TN-7	TOUCHCORE CONSULTANCY	MG-FLS-SS-113	3	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.17/ unit given by MGVCL was not accepted by the bidder		1.0	1.0
112	TN-7	Unilink Engineering Corporation Pvt ltd	MG-FLS-SS-113	3	07.06.24	10.07.24			The bid was responsive but Counter offer of Rs.2.17/ unit given by MGVCL was not accepted by the bidder		3.0	3.0

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Sr no	Bid no. (Tender no.)	Name of bidder	Solar plant No	Bid (Notified) Capacity (MW)	Date of Technical bid opening	Date of Technical bid evaluation	Details of Technical bid evaluation		Decision to w.r.t.responsive bid / disqualified bid. Mention the reason for disqualification	MW solar capacity accepted by bidder as per LoI (Letter of Intent)	Offered Capacity (MW)	EMD Payment by bidder (Rs.in Lakh)
							Meeting of Technical Criteria					
							Qulification Criteria regarding Positive Networth certificate of CA, submitted by bidder (YES / NO)	Page no of Supporting Document w.r.t Criteria				
113	TN-7	PNV ENERGY PRIVATE LIMITED	MG-FLS-SS-116	2	07.06.24	10.07.24	YES	745	Responsive bid as LoI accepted by bidder as per T&C of RFS	2.0	2.0	2.0
114	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-116	2	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		2.0	2.0
115	TN-7	Unilink Engineering Corporation Pvt ltd	MG-FLS-SS-116	2	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		2.0	2.0
116	TN-7	AMITKUMAR B CHAUDHRY	MG-FLS-SS-116	2	07.06.24	10.07.24			Disqualified due to Form-5 Positive Net worth certificate not submitted		2.0	2.0
117	TN-7	ONIX-TECH RENEWABLE (INDIA) LLP	MG-FLS-SS-117	2	07.06.24	10.07.24	YES	739	Responsive bid as LoI accepted by bidder as per T&C of RFS	2.0	2.0	2.0
118	TN-7	PNV ENERGY PRIVATE LIMITED	MG-FLS-SS-117	2	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		2.0	2.0
119	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-117	2	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		2.0	2.0
120	TN-7	PIYUSHKUMAR JAYANTIBHAI PATEL	MG-FLS-SS-117	2	07.06.24	10.07.24			Disqualified due to Form-5 Positive Net worth certificate not submitted		2.0	2.0
121	TN-7	SHIV SHAKTI TRADERS	MG-FLS-SS-118	0.5	07.06.24	10.07.24	YES	749	Responsive bid as LoI accepted by bidder as per T&C of RFS	0.5	0.5	0.5
122	TN-7	Pioneer Security Solutions Pvt Ltd	MG-FLS-SS-119	3	07.06.24	10.07.24	YES	744	Responsive bid as LoI accepted by bidder as per T&C of RFS	3.0	3.0	3.0
123	TN-7	RAGHUVIR DEVELOPERS AND BUILDERS	MG-FLS-SS-119	3	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		3.0	3.0
124	TN-7	ONIX-TECH RENEWABLE (INDIA) LLP	MG-FLS-SS-119	3	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		3.0	3.0
125	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-119	3	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		3.0	3.0
126	TN-7	MECPOWER SOLUTIONS PRIVATE LIMITED	MG-FLS-SS-119	3	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		3.0	3.0
127	TN-7	CENTURION LABORATORIES PVT LTD	MG-FLS-SS-119	3	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		3.0	3.0
128	TN-7	BLUE BUDDHA ENTERPRISE	MG-FLS-SS-119	3	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		1.0	1.0
129	TN-7	PATEL BHAVESH CHANDRAKANT BHAI	MG-FLS-SS-119	3	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		1.0	1.0
130	TN-7	SHREEJIKRUPA	MG-FLS-SS-119	3	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		1.0	1.0
131	TN-7	AANJNEY ENTERPRISE	MG-FLS-SS-119	3	07.06.24	10.07.24			Disqualified due to common director name found as per section I.4 Conflict of interest Cl.no.4.1.2		1.0	1.0
132	TN-7	ACCLIMATE SYSTEMS PRIVATE LIMITED	MG-FLS-SS-119	3	07.06.24	10.07.24			Disqualified due to Annual audited accounts of FY 2022-23 as per form-5 Positive Net worth not found as per tender terms & conditions		1.0	1.0
133	TN-7	ONIX-TECH RENEWABLE (INDIA) LLP	MG-FLS-SS-120	3	07.06.24	10.07.24	YES	739	Responsive bid as LoI accepted by bidder as per T&C of RFS	3.0	3.0	3.0
134	TN-7	RAGHUVIR DEVELOPERS AND BUILDERS	MG-FLS-SS-120	3	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		3.0	3.0
135	TN-7	SAHAJ SOLAR LIMITED	MG-FLS-SS-120	3	07.06.24	10.07.24			Bucket filled, LoI not issued to the bidder		3.0	3.0

Additional Chief Engr. (RA&C)
MGVCL, Corporate Office

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Annexure - L6

Certificate for Tender TN-7

Details of Office-Note processed for above tender with brief are as under.

Particular	Stage	Date of Stage Opening	Remark
Office Note-150	Preliminary	21-05-24	Preli. bid evaluation and approval of opening of technical bid & Bid Committee report dtd.29-05-2024 Total Bids : 150 Non-responsive bids under Preli. Bid evaluation : 15 Qualified for opening of technical bid: 135
Office Note-166, 180, 190, 193	Technical	07.06.24	Technical evaluation and approval of opening of Price bid & Bid Committee report dtd.10-07-2024 Total Bids : 135 Non-responsive bids under Technical Bid evaluation: 14 Qualified for opening of Price bid: 121
Office Note-202	Price Bid	22.07.24	Price bid evaluation and approval for reverse auction & Bid Committee report dtd.29-07-2024 Total Bids : 121 Disqualified under H1 bids : 0 Net Eligible Bids after H1 bids Disqualification : 121
Office Note- 208, 226	Reverse Auction	03.08.24, 05.08.24, 06.08.24 & 07.08.24	E-Reverse Auction of 110 nos. of bids of 28 nos of plants. Bid Committee report dtd.14-08-2024
E-sarkar Office Note-7293 Board Note-05-09-24 Resolution of MGVCL's Board-14-10-24	Counter offer / LoI	03-10-24 to 25-10-24	Counter offer / Letter of Intent issued to eligible bids as per bucket filling mechanism Bid Committee report dtd.16-11-2024

After opening of price bid, E-reverse auction was carried out for the plants having multiple bid. After completion of e-reverse auction. Thereafter as per MGVCL's Board resolution dtd.14-10-2024 negotiation to be carried out with single bidders who has quoted more than Rs.3.00 per unit, accordingly as directed by the competent authority counter offer issued to 10nos. of single bidders quoted more than Rs.3.00 per unit on dt.03-10-2024 from which 5nos. of single bidders accepted offer of Rs.3.00 per unit & 5nos. of single bidders rejected which was approved by the committee on dt.11-10-2024. Further to issue LoI to the bidders who have quoted tariff up to Rs.3.00/unit and for the bidders who have quoted in excess of Rs.3.00/unit, counter offer to be asked from the bidder and based on consent MGVCL to issue LoI to these bidders. Thus, as a part of negotiation mechanism, against the last quoted rate of the bidder for the last quoted rate above Rs.3.00/unit, counter offer at L-1 bidder's rate or Rs.3.00/unit whichever is lower, were issued by the petitioner in all the applicable cases under bucket filling mechanism as per the provision of the tender.

Additional Chief Engineer (RA&C)
MGVCL, Corporate office, Vadodara

Annexure-L7

List of Solar plants for which Single bid received

Sr. No.	Tender No	Solar Plant No.	Name of Bidder	EMD Payment by bidder (Rs.in Lakh)	Responsive / Disqualified	Overall Conflict of Interest / Positive Net worth Criteria	Notified Solar plant capacity in MW	Offered Solar Capacity by bidder in MW	Tariff quoted on-line (Rs./ KWH)	Tariff rate at which Counter offer is issued by MGVCL (Rs./ KWH)	Tariff rate at which LOI is issued by MGVCL (Rs./ KWH)	MW solar capacity at which LOI is issued by MGVCL (Rs./ KWH)	Tariff rate at which LOI accepted by bidder (Rs./ KWH)	MW solar capacity at which LOI Accepted by bidder (Rs./ KWH)	Remarks
1	TN-7	MG-FLS-SS-53	ARIS SOLAR	1.5	Responsive	Responsive	1.5	1.5	4.00	3.00	3.00	1.5	3.00	1.5	LoI Accepted
2	TN-7	MG-FLS-SS-67	SHIV SALES	1.0	Responsive	Responsive	1.0	1.0	3.24	3.00	3.00	1.0	3.00	1.0	LoI Accepted
3	TN-7	MG-FLS-SS-108	PNV ENERGY PRIVATE LIMITED	0.5	Responsive	Responsive	0.5	0.5	4.00	3.00	3.00	0.5	3.00	0.5	LoI Accepted
4	TN-7	MG-FLS-SS-79	PAVAN INDUSTRIES	1.0	Responsive	Responsive	1.0	1.0	3.59	3.00	3.00	1.0	3.00	1.0	LoI Accepted
5	TN-7	MG-FLS-SS-118	SHIV SHAKTI TRADERS	0.5	Responsive	Responsive	0.5	0.5	4.00	3.00	3.00	0.5	3.00	0.5	LoI Accepted
6	TN-7	MG-FLS-SS-61	Vora Tirthraj Hareshbhai	1.0	Responsive	Responsive	1.0	1.0	2.99	-	2.99	1.0	2.99	1.0	LoI Accepted
7	TN-7	MG-FLS-SS-97	SAHAJ SOLAR LIMITED	2.5	Responsive	Responsive	2.5	2.5	3.45	3.00					Counter offer Rejected
8	TN-7	MG-FLS-SS-91	SAHAJ SOLAR LIMITED	3.5	Responsive	Responsive	3.5	3.5	3.35	3.00					Counter offer Rejected
9	TN-7	MG-FLS-SS-92	SAHAJ SOLAR LIMITED	2.0	Responsive	Responsive	2.0	2.0	3.45	3.00					Counter offer Rejected
10	TN-7	MG-FLS-SS-76	SAHAJ SOLAR LIMITED	2.5	Responsive	Responsive	2.5	2.5	3.45	3.00					Counter offer Rejected
11	TN-7	MG-FLS-SS-82	J V TRADING	1.0	Responsive	Responsive	1.0	1.0	3.25	3.00					Counter offer Rejected

Additional Chief Engr. (RA&C)
MGVCL, Corporate Office