

Adv. R.G. BHORE,
PLOT NO. 145, VIVEKANAND NAGAR,
WARDHA ROAD, NAGPUR 440015

NOTICE

To,

1. The Chief Engineer(Commercial),
MSEDCL,
Regd. & Corporate Office,
5th floor, Prakashgad, Plot No.- G-09,
Bandra (E), Mumbai-400051
2. Shri Satish Chavhan,
Director- Commercial,
MSEDCL, Prakashgad, Plot No.- G-09,
Bandra (E), Mumbai-400051
3. Shri Ajoy Mehta, IAS (Chief Secretary),
6th Floor, Main Building, Dr. Madam Cama Road, Mantralaya
Secretariat, Mumbai, Govt. of Maharashtra
4. Shri Aseemkumar Gupta, IAS (Principal Secretary Energy),
6th Floor, Main Building, Dr. Madam Cama Road,
Mantralaya, Secretariat, Mumbai, Govt of Maharashtra.

Under instructions and authority from my client Shri. Amit Deotale, Regional Director,
Masma Vidarbha Chapter, Nagpur.

I serve you with the following notice on 25 MW MSEDCL Roof Top CFA Tender
No. - EOI No: MSEDCL/COMM/2020/PHASE-II RTS/T-01, Dated: 28.08.2020 on
17 th September 2020.

1. Since April 2019, there is no subsidy scheme for solar rooftop in Maharashtra. In March 2019, MSEDCL demanded just 25 MW subsidy for entire Maharashtra from MNRE, whereas the Discom's of Gujrat had demanded 600MW. This was a clear case of injustice because of MSEDCL's unenthusiastic attitude towards Solar Industry. MSEDCL's Anti Maharashtra approach kept the consumers confused & Solar Integrators on their toes to make them completely forget the subsidy process.
2. MSEDCL informed that they do not have the proper portal & training for the subsidy disbursement process, but did nothing concrete to start the process. MASMA arranged a webinar on 27th May from Vidyut Bhawan calling upon the principle energy secretary, MSEDCL commercial director, DG MEDA. In this meeting MSEDCL, informed that it is shortly going to start the empanelment process & Team MASMA requested to empanel MEDA registered integrators directly to avoid any further delay. Also Team MASMA & DG MEDA requested to involve MEDA for subsidy process for faster disbursement & immediate implementation scheme.
3. MSEDCL again delayed the process for more than three months and on 28th August 2020 came up with an EOI to initiate the empanelment process for subsidy disbursement.
4. After 17 months, it was observed that it is a clear-cut copy paste from a neighboring state Gujrat that, MSEDCL, even did not replace the GST number with its own. The copy paste conditions mentioned in the original Tender of Gujrat were for a large-scale MW level tender & beyond MNRE guidelines. Team MASMA made MSEDCL aware of its mistakes by mail & in its Pre BID meet on 9th September. MSEDCL corrected a few mistakes & published on the very last date of tender sale that is on 17th September, 2020. MSEDCL gave an extension of just 8 days without clarifying all the ambiguities pertaining to the EOI terms asked in

Pre Bid meet, which is violation of norms. With so many changes & corrections on the last day, another pre bid meet should have been called, to ensure transparency of the process.

5. As per MSEDCL, Electrical Contractors License is Mandatory for empanelment as a solar power EPC contractor- This condition has to be waived off, as MNRE guideline Dt.20/08/2019 has not specified it. Other DISCOMs viz. AEML & Tata Power in Maharashtra state did not specify this illegal terms in the similar EOI-tender for MNRE CFA scheme. This term seems to be added, to favor coterie of contractors close to tender preparation team. It unethically keeps away a large number of experienced & eligible solar integrators from participating in this process & thereby defeating the purpose of tendering method.
6. Zoning: MSEDCL has divided this small 25 MW of subsidy for Maharashtra in small Zones, in fact- it should be, first come first serve basis. If not waved, the Bidders will be compelled to work across Maharashtra & have service centers in all Zones for 5 years. This impractical term will increase confusion in the process of application & deny subsidy to rightful customers.
7. Allocation: MSEDCL will be allocating work to bidders. Successful bidders will have to submit 25 applications between 1st to 5th of every month. All empaneled vendors will have different investment capacities & marketing abilities. Instead of allocating work proportionately, all successful bidders must be allowed to work as per their capacities on, first come first serve basis, as per Phase-I executed successfully by MEDA. MSEDCL is breaching the MNRE guidelines & creating hurdles & delay in the processing of proposals. If empaneled vendor gets less than 25 orders from customers, then there is no way for him to enter these proposals & all such customers will suffer.
8. As per the tender, insurance of System and 75% Performance ratio (PR) is mandatory throughout five years period of CMC - New terms of insurance do not

cover a standalone roof top solar system separately. Insurance for entire building compulsory along with roof top system. Which is irrelevant, killing the spirit, aims, and objectives of solar power generators for startups and power generation units for young entrepreneurs. Measurement of PR is possible only with high end weather station containing irradiation, cell temp, ambient temp sensors & wind speed sensors. These are costly & installed for very large projects say above 500 kW. For small systems proposed in this tender (1 to 100 kW) these are impractical & economically not feasible.

9. Punishment to Vendor-If generation is less because of non-cleaning of panel or because of shadow due to increase in height of tree or new construction nearby, MSEDCL will forfeit the performance guaranty submitted by the Vendor. This condition is harmful to the interest of bidders without his failure.
10. Technical Terms- Several technical conditions in the Tender are incorrect/ impractical/ unavailable/ not as per MNRE/ feasible. The inverters with all conditions mentioned in this tenders are not at all available in the market.
11. MSEDCL should clarify important queries on disbursement of payment, payment of additional work, performance bank guaranty etc. My client demands an immediate pre bid meet for clarification of all queries & suitable changes following an 8-day extension for inviting & submitting bids.
- 12. Your reply is expected within 7 days from the date of receipt of this notice.**
Needless to state that in the case of failure to reply within 7 days from the date of receipt of the notice, my client has authorized me to proceed further as per law in HIGH COURT and you will be responsible for all its costs and consequences.
13. Notice Fee Rs. 5000/-

Yours faithfully,


Advocate