

**Reply to Pre-bid queries against REQUEST FOR SELECTION (RFS) FOR PROCUREMENT OF 1000 MW (AC) SOLAR POWER FROM PROJECTS TO BE DEVELOPED IN Maharashtra THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY E-REVERSE AUCTION) vide RfS No. MSEDCL/CE/RE/2023/Solar/Decentralised/T-21 dated 16.02.2023**

Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's Reply
RFS	Section 2 Definition	“Effective Date” shall mean the date of issuance of LoA (Letter of Award);	“Effective Date” shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties or date of handing over of original signed copy by MSEDCL to SPD whichever is later;	The request is not accepted. The said clause is in line with MNRE's Guidelines for Development of Decentralised Solar Power Plants.
RFS	Section 2 Definition	“SCOD” or “Scheduled Commercial Operation Date” shall mean the date as declared by the Successful Bidder in the PPA which shall not exceed 12 (Twelve) months from the date of issuance of LoA	“SCOD” or “Scheduled Commercial Operation Date” shall mean the date as declared by the Successful Bidder in the PPA which shall not exceed 18 (Eighteen) months from Effective Date i.e. signing of PPA by both parties.	The request is not accepted. The said clause is in line with MNRE's Guidelines for Development of Decentralised Solar Power Plants.
RFS	3.3	The cells and modules used in the Project shall be sourced only in accordance with MNRE's O.M. dated 10.03.2021 on the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg.” and its subsequent amendments and clarifications, and updated anytime between the bid submission deadline upto the date of commissioning of the Project. However, Bidder shall submit the details of Modules, atleast 30 days before SCOD.	We request to kindly delete this clause	The request is not accepted. The bidder has to adhere to RfS conditions only.
RFS	3.3	All approvals, permits and clearances required for setting up of the Project (including connectivity) and those required from State Government and local bodies shall be in the scope of the successful bidder.	NA	The request regarding change in approval process is not accepted. However, MSEDCL will provide necessary support during approval process.
RFS	3.3 (1)	.....However the Bidder shall be allowed to change the location within the same District once before signing of PPA also in addition to change of location once till the time of achievement of Financial Closure i.e. within 6 (Six) months from the date of issuance of LoA	.....However the Bidder shall be allowed to change the location within the same District before signing of PPA also in addition to change of location till the time of achievement of Financial Closure i.e. within 12 (Twelve) months from Effective Date.	The request is not accepted. The bidder has to adhere to RfS conditions only.
RFS	3.7	The project should be designed for delivery of energy at 11 / 22 kV level of substation of MSEDCL. List of the MSEDCL Sub-stations is annexed as Annexure - G	The project should be designed for delivery of energy at 11/ 22 /33 kV level of substation of MSEDCL. List of the MSEDCL Sub-stations is annexed as Annexure - G	The request regarding allow developers to connect at 33 kV voltage level is not accepted. Further, as mentioned in the RfS, the substation list shall be published shortly after finalization.
RFS	3.7	The responsibility of getting the grid connectivity with MSEDCL shall entirely be of the successful bidder. The successful bidder shall submit documentary evidence for securing connectivity with grid from MSEDCL within 6 months from the date of issuance of LOA.	The responsibility of getting the grid connectivity with MSEDCL shall entirely be of the successful bidder. The successful bidder shall submit documentary evidence for securing connectivity with grid from MSEDCL within <del>6 months from the date of issuance of LOA</del> <b>12 months from Effective Date.</b>	The request is not accepted. The bidder has to adhere to RfS conditions only.

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RFS		The successful bidder shall comply with MERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity and other regulatory provisions if applicable.		The request is not accepted. The bidder has to adhere to RfS conditions only. The bidder is suggested to refer MERC (Forecasting, Scheduling and Deviation Settlement for Solar and Wind Generation) Regulations, 2018 for further clarifications.
RFS	3.9 (II)	The Bidders selected by MSEDCL, based on this RfS shall submit the Performance Bank Guarantee (PBG) of Rs. 5 Lakh/MW, within 30 days from the date of issue of LOA and before signing of PPA, according to the Format 6.3 B, issued in favor of MSEDCL with a validity period 14 months from the date of issuance of LOA	The Bidders selected by MSEDCL, based on this RfS shall submit the Performance Bank Guarantee (PBG) of Rs. 5 Lakh/MW, <del>within 30 days from the date of issue of LOA and before</del> at the time of signing of PPA, according to the Format 6.3 B, issued in favor of MSEDCL with a validity period 14 months from the date of issuance of LOA	The request is not accepted. The bidder has to adhere to RfS conditions only.
RFS	3.9 (IX)	On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form and signing of PPA, the BG submitted towards EMD shall be returned by MSEDCL to the successful Bidder.	On receipt <del>and after successful verification</del> of the total Performance Bank Guarantee in the acceptable form <del>and signing of PPA</del> , the BG submitted towards EMD shall be returned by MSEDCL to the successful Bidder.	The request is not accepted. The bidder has to adhere to RfS conditions only.
RFS	3.11	.....The PPA shall be signed within 2 months from the date of issue of Letter of Award (LoA).	.....The PPA shall be signed within 2 months from the date of issue of Letter of Award (LoA) or date of tariff adoption by MERC, which ever is later.	The clause 3.11 of RfS is self-explanatory.
RFS	3.13	The Project Developer shall report tie-up of Financing Arrangements for the projects within 6 (Six) months from the date of issuance of LoA. Accordingly the successful bidder shall furnish the following documents at the time of reporting Financial Closure i.e. tie-up of Financing Arrangements	The Project Developer shall report tie-up of Financing Arrangements for the projects <b>30 days before SCOD of the Project</b> <del>within 6 (Six) months from the date of issuance of LoA</del> . Accordingly the successful bidder shall furnish the following documents at the time of reporting Financial Closure i.e. tie-up of Financing Arrangements	The request is not accepted. The bidder has to adhere to RfS conditions only.
RFS	5.3	It is envisaged that the MSEDCL will provide transmission/distribution system to facilitate the evacuation of power from the Projects which may include the following: Upon application for Connectivity as per MERC Regulations, MSEDCL shall coordinate with the concerned agencies for grant of connectivity	It is envisaged that the MSEDCL will provide transmission/ distribution system to facilitate the evacuation of power from the Projects which may include the following: 1) Upon application for Connectivity as per MERC Regulations, MSEDCL shall coordinate with the concerned agencies for grant of connectivity. 2) Instruct MSEDCL's Circle offices and co-ordinate with MSETCL concerned departments for maintaining grid uptime 3) MSEDCL to maintain/upgrade/augment the substations at which these projects are interconnected prior to COD to avoid any issues during commissioning or operation of the solar projects. 4) MSEDCL to provide it's Circle offices with "Standard Operating Procedures" for operation, maintenance and monitoring of the substations to ensure evacuation availability at all times 5) MSEDCL to provide access to ABT meters for data communication so that SPD can better manage the power factor during auxillary consumption at night time	MSEDCL will provide necessary support during approval process and will coordinate with concerned agencies as and when required.

Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's Reply
PPA	3.2	Obligations of MSEDCL	<p><b>New Clauses :</b></p> <p>3.2.3 Instruct MSEDCL's Circle offices and co-ordinate with MSETCL concened departments for maintaining grid uptime</p> <p>3.2.4 MSEDCL to maintain/upgrade/augment the substations at which these projects are interconnected prior to COD to avoid any issues during commissioning or operation of the solar projects</p> <p>3.2.5 MSEDCL to provide it's Circle offices with "Standard Operating Procedures" for operation, maintenence and monitoring of the substations to ensure evacuation availability at all times</p> <p>3.2.6 MSEDCL to provide access to ABT meters for data comminucation so that SPD can better manage the power factor during auxillary consumption at night time</p>	Proposed new clause 3.2.3 has been taken under consideration in the clauses related to the compensation on account of grid unavailability. Further proposed new clauses, 3.2.4 to 3.2.6 are related to operational activities and can not be part of this tender document, however, MSEDCL has taken note of them. So, the request is not accepted. The Bidder has to adhere with PPA provisions only.
PPA	4.1.8 & 5.6	<p><b>Clause 4.1.8:</b> The power producer shall install complete DC capacity as per the Clause 5.5 of the PPA, at the time of Commercial Operation Date (COD) of the project. Further, the power producer shall not add/install any additional DC capacity post Commercial Operation Date (COD) of the project.</p> <p><b>Clause 5.6:</b> The Successful bidder shall be allowed to repower the project from time to time during the PPA duration. The generator shall not be in default for non-supply of power during this period of repowering. The bidder shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 17%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years and MSEDCL will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) and compensation against change in law for the repowered capacity shall not be allowed Any excess generation will be dealt as specified in clause 5.5.3 of the PPA.</p>	Request you to kindly delete clause no. 4.1.6 of the PPA	The request is not accepted. The bidder has to adhere with PPA provisions only.
PPA	5.7	In any given year during the contract, if the availability of the distribution line/transmission line after inter-connection point for evacuation of power (during 8 am to 6 pm) falls below 98% i.e. the line unavailability is more than 2% i.e. 175.20 hours (2% x 365 days x 24 hours), and the power is not evacuated, for reasons not attributable to the Solar Power Producer, then the generation loss shall be compensated by MSEDCL at the 75% PPA tariff so as to offset this loss as given below	In any given year during the contract, if the availability of the distribution line/transmission line after inter-connection point for evacuation of power (during 8 am to 6 pm) falls below 98% i.e. the line unavailability is more than 2% i.e. <b>87.6 Hours(2%*365*12 Hours)</b> <del>175.20 hours (2% x 365 days x 24 hours)</del> , and the power is not evacuated, for reasons not attributable to the Solar Power Producer, then the generation loss shall be compensated by MSEDCL at the 75% PPA tariff so as to offset this loss as given below	The request is not accepted. The bidder has to adhere with PPA provisions only.

Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's Reply
PPA	Schedule 3	SNA/MEDA registration certificate before commissioning of Project.	SNA/MEDA registration certificate or evidence of application submitted to MEDA for registration before commissioning of Project.	The request is not accepted. The bidder has to adhere with PPA provisions only.
PPA	6.3	In regards to the payments against the Monthly bill, if paid beyond the 30 (Thirty) days of its due date, a late Payment charge shall be payable by MSEDCL to the Solar Power Producer at the rate of 1.25% (percent) in excess of the SBI, 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI.	In regards to the payments against the Monthly bill, if paid beyond <del>the 30 (Thirty) days</del> of its due date, a late Payment charge shall be payable by MSEDCL to the Solar Power Producer at the rate of 1.25% (percent) in excess of the SBI, 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI.	The request is not accepted. The bidder has to adhere with PPA provisions only.
PPA	5.5.2	During the PPA term, if for any contract year, it is found that the producer has not been able to generate minimum energy corresponding to the lower limit of CUF declared by the producer, such shortfall in performance shall make Producer liable to pay the compensation at 25% (twenty-five per cent) of the cost of this shortfall in energy terms,calculated at PPA tariff payable to MSEDCL. This compensation shall be applied to the amount of shortfall in generation during the year. This will, however be relaxable by MSEDCL to the extent of grid non-availability for evacuation, which is beyond the control of the producer. Further, this compensation shall not be applicable in events of Force Majeure identified under PPA affecting supply of solar power by Solar Power Producer /power producer.	During the PPA term, if for any contract year, it is found that the producer has not been able to generate minimum energy corresponding to the lower limit of CUF declared by the producer, such shortfall in performance shall make Producer liable to pay the compensation at 25% (twenty-five per cent) of the cost of this shortfall in energy terms,calculated at PPA tariff payable to MSEDCL. This compensation shall be applied to the amount of shortfall in generation during the year. This will, however be relaxable by MSEDCL to the extent of grid non-availability for evacuation, which is beyond the control of the producer. Further, this compensation shall not be applicable in events of Force Majeure identified under PPA affecting supply of solar power by Solar Power Producer /power producer.  <b>This penalty for Energy supplied in initial contract year will be calculated by taking into consideration the CUF calculated for first anniversary i.e completion of one year from COD. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March of next year.</b>	The request is not accepted. The bidder has to adhere with PPA provisions only.