

Reply to Pre-Bid Queries of KUSUM-A scheme dated 18.08.2021

Sr No	Clause No	Existing Clause	Proposed Modifications	MSEDCL's Response
1	Bid Information, Processing fee	Rs. 5,000 per MW + 18% GST to be paid through online payment	Tender document mentions Rs. 5,000 per MW + 18% GST to be paid through online payment. However the website https://mskvy.mahadiscom.in/MSKVYSolar/ mentions applicant shall pay processing fees of Rs. 10,000 + 18 % (GST) for further processing of Application. Please confirm the processing fee.	For KUSUM A tender Processing fee is Rs 5,000 per MW + 18% GST.
2	Capacity to be offered. 3.2.3	Project Locations: The Successful bidders shall develop ground mounted solar PV power projects subject to the conditions specified. Maximum individual project capacity to be developed shall be 2 MW	Clarification Required – In Case of wholly owned subsidiary company, is it possible to use Multiple locations and Can it be extended to More than 2 MW capacity.	Company can bid once on single substation with maximum 2 MW capacity and can bid on different substations with cumulative capacity more than 2 MW. (Note: The project capacity can't be more than 2 MW on a single substation).
3	Eligibility Criteria 3.7.2	Developer-If Individual farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organizations (FPO)/Water User associations (WUA)/ Government agricultural institute or other agriculture related institutions are not able to arrange equity required for setting up the SPP, they can opt for developing the SPP through developer(s)	1.Considering this , can developer participate in opportunity to develop SPP for other Participants . And Capacity Cap can be calculated as 2MW for Self and 2MW for Farmer(s).	Developers who are eligible in financial criteria can bid in the tender to develop SPP and shall lease the farmer's land. In such case developer will be considered as a bidder and not the farmer.
4	Section 3.13.1	The Solar Power Generator will declare the CUF of their project at the time of signing of PPA and will be allowed to revise the same once within first year of COD. The declared CUF shall in no case be less than 15% over a year. This limit will, however, be relaxed by MSEDCL to the extent of grid non-availability for evacuation which is beyond the control of the Solar Power Generator.	We understand that that the Power generator has to produce minimum 85% power of the total capacity of the Plant. MSEDCL to confirm.	As per MNRE guidelines minimum CUF of project shall not be less than 15%
5	Section 4) Liquidity clause iii in tender document	Self-For Individual farmers or Group of farmers or farmers setting up a project on leased land or farmer setting up a project as part of consortium or Cooperatives or panchayats or Farmer Producer Organizations (FPO) or Water User associations (WUA) or farmers setting up SPP in their own lands, No financial eligibility requirement is needed	For the Self developer mode (Group of Farmers): Please clarify if the bank line of credit of 12.5L/MW is to be submitted along with the Bid documents or can be submitted upon receipt of Letter of Award (LOA)	There is no financial eligibility criteria for Farmers in Mode-1 to participate in tender
6			Whether self developer family is required to submit 1. Audited annual Certified copies of annual audited accounts for the last financial year? 2.Certificate from Chartered Accountants/ Appropriate Authority, certifying the Net worth of the bidder per MW of quoted capacity as on 31st March, 2020.	
7	Liquidity 4.1.2	A minimum annual turnover of Rs. 25 lakhs/MW of the quoted capacity during the previous financial year 2019-2020. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover	Annual Turnover and Profit could be Considered for Parent Company .	Annual Turnover & profit can be considered for parent company only if the subsidiary documents such as approved BR of parent company is submitted
8	Selection of Successful Bidders: 4.3	After completion of e-reverse auction, the allocation of MW Capacity would be entirely based on the substation capacity and its technical constraints irrespective of any location.	There might be ranges of Minimum and Maximum Capacity of substation . Could you please Confirm .	The Minimum and Maximum capacity of substation is widely in the range of 0.5 MW to 10 MW. However bidder can submit bid on single substation with minimum 0.5 MW to Maximum 2 MW capacity.
9	4.3.2 Excess capacity	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 SPG will have to forego the excess generation and reduce the output to the contract capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations.	The clause mentions about the penalty/charges (if applicable) as per applicable regulations. Please provide more clarity.	As per clause No 4.3.1 of standard PPA, DISCOM, in any Contract Year shall not be obliged to purchase any additional energy from the SPG beyond the contract capacity. The over injected units will be lost. Presently the F&S regulation is applicable for 5 MW and above capacity solar projects. However in future if any other regulations is made applicable then it will be treated as per prevailing regulation.

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10	4.4.3	If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected 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	30 days is less period. Requesting to make it 2 months	The request is not accepted. The Bidder has to adhere with RFS/PPA provisions only. This is as per MNRE guidelines and Standard Power Purchase Agreement for PM-KUSUM scheme
11	4.4 Extension of Time	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 MSEDCL Event of Default; or b) Force Majeure Events affecting MSEDCL, or c) Force Majeure Events affecting the SPG	Request addition of clause delay in SCoD, exclude the impediments beyond control of the RPG/ SPG/ Self developer to invoke of PBGS	
12	4.9.1 Generation Compensation in offtake constraints due to Grid Unavailability	The excess generation by the SPG equal to this generation loss shall be procured by MSEDCL at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years	Excess generation procurement by MSEDCL in succeeding 3 years, Request the period to reduce to 2 years for self developers	The request is not accepted. The Bidder has to adhere with RFS/PPA provisions only. This is as per MNRE guidelines and Standard Power Purchase Agreement for PM-KUSUM scheme
13	6.1.4 Auxillary power consumption	Auxiliary power consumption will be treated as per the state regulations. MSEDCL shall supply electricity to the Power Producer at the MSEDCL's prevailing HT Industrial Tariff rate in force from time to time and Solar Power Producer shall pay for this electricity at applicable tariff.	Request to provide subsidised rate for farmers	
14	Applicable Tariff Article 9	The SPG shall be entitled to receive the Tariff of Rs./ kWh, fixed for the entire term of this Agreement, with effect from the COD, for the power sold to the MSEDCL as reflected in the Energy Accounts.	Tariff should have YOY small Raise and and should not be Fixed.	
15	10.3.5 Rebate	For payment of any Bill on or before Due Date, the following Rebate shall be paid by the SPG to MSEDCL in the following manner and the SPG shall not raise any objections to the payments made under this article. a) A Rebate of 2% shall be payable to the MSEDCL for the payments made within a period of seven clear working days of the presentation of online copy of Bill along with required supporting documents at MSEDCL office. b) Any payments made after seven clear working days of the date of presentation of online copy of the Bill along with the required supporting documents at MSEDCL office up to the Due Date shall be allowed a rebate of 1 %. c) For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of the physical copy of the Bill at MSEDCL . d) No Rebate shall be payable on the Bills raised on account of Change in Law relating to taxes, duties, cess etc. and on Supplementary Bill.	Rebate to MSEDCL for prompt payments should be waived off for self developers .We believe the objective of this initiate is to increase farmers' income, provide reliable source for irrigation and dieselise the farm sector. Esteemed MSEDCL organisation can help to meet the objective by early prompt payments with no rebate to self developed SPG's	
16	13.3.6	The lenders in concurrence with MSEDCL, may seek to exercise right of substitution under Article 13.3.5 by an amendment or novation of the PPA in favour of the selectee. The SPG shall cooperate with MSEDCL 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. 1 Lakh per MW +18% GST per transaction as facilitation fee (non-refundable) shall be deposited by the SPG to MSEDCL	Please provide Facilitation fee waiver to farmer/group of farmers	

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17	13.3.7 STANDARD POWER PURCHASE AGREEMENT	In the event the lenders are unable to substitute the defaulting SPG within the stipulated period, MSEDCL may terminate the PPA and may acquire the Project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.	This clause is too harsh for the farming community and defeats the intent of helping the farmer. We request to completely review this section of the agreement. We propose that instances where Farmers are landowners and developers - Any default by the farmers which the farmers fail to rectify within the stipulated period, MSEDCL will do the rectification at their own cost and shall back charge the farmers. The expenses incurred in such cases shall be deducted from the Farmers monthly bills to MSEDCL within a reasonable time frame.	The request is not accepted. The Bidder has to adhere with RFS provisions only. This is as per MNRE guidelines and Standard Power Purchase Agreement for PM-KUSUM scheme
18	17.8	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	Please clarify for Restriction of owners liability in case of individual farmer/ group of farmer	The said clause is not applicable to individual farmers/group of farmers.
19	Annexure – H	Preference will be given for submission of Coefficients for computing loads are derived from a Boundary layer Wind tunnel study from a Wind tunnel facility of International repute. Static coefficients along with dynamic Amplification factors to be used to design the structure.	IS:875 Part 3 "CODE OF PRACTICE FOR DESIGN LOADS (OTHERTHAN EARTHQUAKE) FOR BUILDINGS AND STRUCTURES PART 3 WIND LOADS" Clearly specifies the force coefficients to be considered. As such we propose to follow the same and hence no special Boundary layer wind tunnel study is required to be performed. Please confirm.	As per RfS, use of solar panel tracker is optional. And if bidders choose to use solar panel trackers then bidder has to adhere with RFS/PPA provisions only.
20	Annexure – H	Independent Engineers Bankability review report from reputable agencies like Black and Veatch, DNV or alternative experienced agency to be shown / submitted	Please clarify the use of this Bankability report and the contents of such document. Also confirm if qualifications required for alternative experienced agency.	
21	Annexure – H	Structure design review document from any IIT civil/structural certifying department.	Please confirm if the structure design review can be done from any other reputed third party consultant or getting review done from IIT is mandatory.	
22			Please clarify if two members in the same farmer family will be treated as consortium and if agreement for Consortium will be applicable in such instances.	If the land is in the name of two members of same family then they have to submit the bid as Group of farmers in Mode-1
23	General		In some districts of Maharashtra the temperature in month of November to February falls below 10 deg Celsius (4.4 to 6.1 deg) as per historic data available in public domain. Please confirm that this will not limit bidders right to submit his offer under the tender .	The CUF of project is calculated on yearly basis. Also this clause will not limit bidders right to submit his offer under the tender .
24	General		In case the land is on Father's name, Any authorization or supporting documents required?	The owner of the land or group of owners of land is eligible to bid. In case of group of farmers, authorisation will be given to any one on bond paper to bid on behalf of all.
25	General		There is inadvertent mention of 33/11 kV sub and 22/11kV substation . Please confirm both are in scope for KUSUM PART A.	Substations with 33/11 kV and 22/11 kV level are under KUSUM A
26	General		There is inadvertent mention of RPG and SPG in tender document. Please confirm if they imply same meaning as solar power generator. If not then request to add to glossary section.	RPG and SPG imply as Solar power generator in KUSUM A tender
27	General		Request to make an explicit mention of financial documents required for individual/ group of farmer developers. In some parts it is not clear for us as the verbiage is for bidders/ SPG	In case of Farmers or group of farmers as per eligibility criteria in clause No 3.7 of RfS, financial documents such as networth, Turnover, PBIT or Letter of credit are not required.

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28	General		There are same terms and conditions for developer (consortiums and companies) and farmer self developers like EMD, PBG, schedule and milestones, payments, penalties, etc in this tender. The scale of operations and expertise is different for farmers and consortiums/ business developers. Individual/group of farmers are less seasoned than in businesses / techno savy . Farmers might have to incur additional costs to keep up. The objective of this scheme is to promote farmer income. Request to make it little more attractive to farmer developers in power purchase agreement clauses, EMD and PBG .	The request is not accepted. The Bidder has to adhere with RFS/PPA provisions only. The EMD and PBG are as per MNRE PM KUSUM -A guidelines.
29	General		Are there any facilities available for farmer women SPG"s	In MNRE PM-KUSUM A scheme guidelines no specific provision is available for Women SPG.
30	General		Can EMD be waived off for farmer women SPG"s	In MNRE PM-KUSUM A scheme guidelines no specific provision is available for Women SPG.
31	General		What is the help provided for the farmers from MSEDCL, Govt of India for setting up solar power plant in his land on 1.integration and technology knowledge and assistance 2. Commissioning and various approvals required. 3. Operational training	1) Integration and technology knowledge & Operational training: As the development of solar plant is in the scope of farmers, the EPC developer selected by farmers should share the knowledge of integration and technology and Operational Training. Even though farmers can approach MSEDCL in case of any doubts. 2) Commissioning & various approvals required: These details are shared in RfS in Appendix A-5. 3) Farmers can refer MSEDCL websites for further details, if not satisfied, they may approach to MSEDCL authorities. 4) Awareness program will be arranged.
32	General		Is the income generated from solar power plant PPA , tax free to the individual farmer/ group of farmer developers?	In PM KUSUM A scheme, MNRE have not mentioned regarding tax free to the income generated by farmers from solar power plant in PM KUSUM-A scheme guidelines
33	General		Do you have any current scheme/plan to identify pilot projects and copartner / promote them with technical assistance, tie ups etc.. Especially for farmer developers?	Decentralised solar plants are commissioned under MSKVY scheme. Farmers may visit the nearby site. The details of commissioned sites will be made available on website.
34	STANDARD POWER PURCHASE AGREEMENT		33/11 to be corrected to 22/11 as per the corrigdium	The connectivity shall be at 11kV level of distribution substaion
35	General		Is allowed to change the land location within the substation ares.	Land location can be changed but the substation can't be changed once bid is submitted.
36	General		If a farmer wins a bid by bidding in farmer mode is allowed to make consortium with developer for developing the project.	NO. The Bidder has to adhere with RFS provisions only.
37	General		amend the net worth clause to 50 lakhs per MW.	The request is not accepted. The Bidder has to adhere with RFS provisions only. This is as per guidelines.
38	Applicable Tariff Article 9	The SPG shall be entitled to receive the Tariff of Rs./ kWh, fixed for the entire term of this Agreement, with effect from the COD, for the power sold to the MSEDCL as reflected in the Energy Accounts.	Tariff should have YOY small Raise and and should not be Fixed.	The request is not accepted. The Bidder has to adhere with RFS/PPA provisions only. This is as per MNRE PM KUSUM guidelines