

Date: 12.12.2018

**Addendum-6 to the MSEDCL tenders No. MSEDCL/CE/RE/FY2018-19/1400 MW/ Solar/T-07 to T-36 dated 15/09/2018 for procurement of Cumulative 1400 MW Solar Power.**

The following amendments are issued to existing clauses/clarifications in the RfS and PPA of above tenders:

S. No.	Clause Ref.	Existing Clause	Revised Clause
1	RfS ,Bid information sheet EMD	Earnest Money <b>@ Rs. 8 Lakh / MW / Project</b> is to be submitted in the form of Bank Guarantee along with response to RfS.	Earnest Money <b>@ Rs. 5 Lakh / MW / Project</b> is to be submitted in the form of Bank Guarantee along with response to RfS.
2	RfS ,3.9(i)	Earnest Money Deposit (EMD) of <b>INR 8 Lakh / MW per Project</b> in the form of Bank Guarantee along with RfS according to Format 6.3 A and valid for 06 months from the last date of bid submission and shall be submitted by the Bidder along with their bid failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.  The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed in Annexure-C in favour of MSEDCL.	Earnest Money Deposit (EMD) of <b>INR 5 Lakh / MW per Project</b> in the form of Bank Guarantee along with RfS according to Format 6.3 A and valid for 06 months from the last date of bid submission and shall be submitted by the Bidder along with their bid failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.  The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed in Annexure-C in favour of MSEDCL.
3	RfS, 3.14(1)	The Projects shall be commissioned within a period of <b>15 (Fifteen) months</b> from the date of execution of the PPA.	The Projects shall be commissioned within a period of <b>18 (Eighteen) months</b> from the date of execution of the PPA.

S. No.	Clause Ref.	Existing Clause	Revised Clause
4	RfS, Format 6.1 (1)	In token of our acceptance to the RfS, and PPA along with the amendments and clarifications issued by MSEDCL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS, and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within <b><u>15 months</u></b> of the date of execution of PPA.	In token of our acceptance to the RfS, and PPA along with the amendments and clarifications issued by MSEDCL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS, and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within <b><u>18 months</u></b> of the date of execution of PPA.
5	PPA, Definition	<b>“Scheduled COD” or “Scheduled Commercial Operation Date”</b> means {insert date} (not exceeding <b><u>15 (Fifteen)</u></b> months from the date of execution of PPA.	<b>“Scheduled COD” or “Scheduled Commercial Operation Date”</b> means {insert date} (not exceeding <b><u>18 (Eighteen)</u></b> months from the date of execution of PPA.
6	PPA, Clause 3.3.1 & 4.1.5	The Projects shall be commissioned within a period of <b><u>15 (Fifteen)</u></b> months from the date of execution of the PPA.	The Projects shall be commissioned within a period of <b><u>18 (Eighteen)</u></b> months from the date of execution of the PPA.
7	Clause 5.6 of PPA Generation Compensation in offtake constraint due to transmission	<b>5.6. Generation Compensation in offtake constraint due to transmission/ distribution network:</b>  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 Generator, then the generation loss shall be compensated by MSEDCL at the <b><u>50% PPA tariff</u></b> so as to offset this loss as given below:	<b>5.6. Generation Compensation in offtake constraint due to transmission/ distribution network:</b>  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 Generator, then the generation loss shall be compensated by MSEDCL at the <b><u>75% PPA tariff</u></b> so as to offset this loss as given below:

		<b>Duration of Grid unavailability</b>	<b>Provision for Generation Compensation</b>	<b>Duration of Grid unavailability</b>	<b>Provision for Generation Compensation</b>
		Grid unavailability 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 beyond 175.20 hours i.e. 2% 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.	Grid unavailability 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 beyond 175.20 hours i.e. 2% 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.