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Addendum-3 to the MSEDCL tenders No. MSEDCL/RE/2018/1000 MW Solar/T-037 Dated 05/12/2018 for procurement of 1000 MW Grid Connected Solar Photovoltaic power projects (PHASE - II)

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

S. No.	Clause Ref.	Existing	Corrigendum
1	RfS, Clause No. 3.14(3)	<p>The Project shall be commissioned by the Scheduled Commercial Operation Date. In case of failure to achieve this milestone, MSEDCL shall forfeit the Performance Bank Guarantee (PBG) in the following manner.</p> <p>a) Delay upto six (6) months from SCOD – MSEDCL will forfeit total Performance Bank Guarantee on per day basis and proportionate to the balance Capacity not commissioned.</p> <p>b) In case the commissioning of the project is delayed beyond Six (6) months from SCOD -- the tariff discovered after e-Reverse Auction shall be reduced at the rate of 0.50 paise/kWh per day of delay for the delay in such remaining capacity which is not commissioned for the entire term of the PPA. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and reduction in the fixed tariff shall be limited to 25 months from the date of PPA or till the Tariff becomes zero, whichever is earlier.</p> <p>c) In case, the Commissioning of the Project is delayed beyond this period as mentioned in Section (b) above, the PPA capacity shall stand reduced / amended to the Capacity Commissioned and the PPA for the</p>	<p>The Project shall be commissioned by the Scheduled Commercial Operation Date. In case of failure to achieve this milestone, MSEDCL shall forfeit the Performance Bank Guarantee (PBG) in the following manner.</p> <p>a) Delay upto Three (3) months from SCOD – MSEDCL will forfeit total Performance Bank Guarantee on per day basis and proportionate to the balance Capacity not commissioned.</p> <p>b) In case the commissioning of the project is delayed beyond Three (3) months from SCOD -- The tariff discovered after e-Reverse Auction shall be reduced at the rate of 0.50 paise/kWh per day of delay for the delay in such remaining capacity which is not commissioned for the entire term of the PPA. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and reduction in the fixed tariff shall be limited to <u>27 months/30 months (as the case may be)</u> from the date of PPA or till the Tariff becomes zero, whichever is earlier.</p> <p>c) In case, the Commissioning of the Project is delayed beyond this period as mentioned in Section (b) above, the PPA capacity shall stand reduced /</p>

		balance Capacity will stand terminated and shall be reduced from the selected Project Capacity.	amended to the Capacity Commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity.
S. No.	Clause Ref.	Existing Clause	Revised Clause
8	PPA, Clause No.3.3	<p>Liquidated damages for delay in Commissioning the Project/Solar Photovoltaic Grid Interactive Power Plant beyond Scheduled Commercial Operation Date:</p> <p>1) The Projects shall be commissioned within a period of <u>13 (Thirteen) months</u> from the date of execution of the PPA. However, Projects with a capacity of 250 MW and above, if being developed outside a Solar park, shall be commissioned within a period of 15 (Fifteen) months from the date of execution of the PPA.</p> <p>2) The Power Producer shall have to submit Commissioning Certificate as verified, inspected and certified by RLDC/SLDC/DISCOM. In case of failure to achieve this milestone, MSEDCL shall forfeit the Performance Bank Guarantee (PBG) in the following manner:</p> <p>a) Delay upto six (6) months from SCOD – MSEDCL will forfeit total Performance Bank Guarantee on per day basis and proportionate to the balance capacity not commissioned.</p> <p>b) In case the commissioning of the project is delayed beyond Six (6) months from SCOD, the tariff discovered after e-Reverse Auction shall be reduced at the rate of 0.50 paise/kWh per day of delay for the delay in such remaining</p>	<p>Liquidated damages for delay in Commissioning the Project/Solar Photovoltaic Grid Interactive Power Plant beyond Scheduled Commercial Operation Date:</p> <p>1) The Projects shall be commissioned within a period of <u>21 (Twenty One) months</u> from the date of execution of the PPA. However, Projects with a capacity of 250 MW and above, if being developed outside a Solar park, shall be commissioned within a period of <u>24 (Twenty Four) months</u> from the date of execution of the PPA.</p> <p>2) The Power Producer shall have to submit Commissioning Certificate as verified, inspected and certified by RLDC/SLDC/DISCOM. In case of failure to achieve this milestone, MSEDCL shall forfeit the Performance Bank Guarantee (PBG) in the following manner:</p> <p>a) Delay upto Three (3) months from SCOD – MSEDCL will forfeit total Performance Bank Guarantee on per day basis and proportionate to the balance capacity not commissioned.</p> <p>b) In case the commissioning of the project is delayed beyond Three (3) months from SCOD, the tariff discovered after e-Reverse Auction shall be reduced at the rate of 0.50 paise/kWh per day of delay for the delay in such remaining</p>

		<p>capacity which is not commissioned. The maximum time period allowed for commissioning of the full Contracted Capacity with encashment of Performance Bank Guarantee and reduction in the fixed tariff shall be limited to 33 months from the date of execution of PPA or till the Tariff becomes zero, whichever is earlier.</p> <p>c) In case, the Commissioning of the Project is delayed beyond this period as mentioned in Article (b) above, the PPA capacity shall stand reduced / amended to the Capacity commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the Contracted Capacity.</p>	<p>capacity which is not commissioned. The maximum time period allowed for commissioning of the full Contracted Capacity with encashment of Performance Bank Guarantee and reduction in the fixed tariff shall be limited to <u>27 months/30 months (as the case may be)</u> from the date of execution of PPA or till the Tariff becomes zero, whichever is earlier.</p> <p>c) In case, the Commissioning of the Project is delayed beyond this period as mentioned in Article (b) above, the PPA capacity shall stand reduced / amended to the Capacity commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the Contracted Capacity.</p>
	PPA, Clause No.5.3	<p>Provided that in case the commissioning of the project is delayed over Six (6) months from SCOD, the tariff discovered under the Competitive Bidding (followed by reverse auction) shall be reduced at the rate of 0.50 paise/kWh per day of delay for the delay in such remaining capacity which is not commissioned for entire term of PPA.</p>	<p>Provided that in case the commissioning of the project is delayed over <u>Three (3) months</u> from SCOD, the tariff discovered under the Competitive Bidding (followed by reverse auction) shall be reduced at the rate of 0.50 paise/kWh per day of delay for the delay in such remaining capacity which is not commissioned for entire term of PPA.</p>