

Replies to pre-bid queries - 1400 MW solar Tender (Ph-II) under MSKVY

Sr. No	Clause No.	Clause Description	Queries	Reply to queries
QUERIES FROM RFS AND DRAFT PPA				
1	Clause 3.7.1	The project should be designed for delivery of energy at 11 / 22 kV level of substation of MSEDCL. List of the MSEDCL Sub-stations in the 30 district is annexed as Annexure - G.	As per the list of substations provided some of the substations are having capacity from 20 to 35 MW. Hence, we suggest allowing connectivity at 33kV level as well.	The request is not accepted.The bidder shall adhere to the existing Rfs condition.
2	Clause No. 3.3	The Bidder shall identify 100% land required for the project at the time of submission of bid in Format 6.1. However the Bidder shall be allowed to change the location of the project within the same District only once till the time of achievement of Financial Closure i.e. within 10 months from the date of signing of PPA.	We request you to consider amending the clause as "The bidder shall identify and demonstrate 100% of land identified for the project before execution of Power Purchase Agreement and complete the entire land acquisition/ lease/ forest land diversion/ a combination thereof within 12 months from the Effective Date of the PPA. The Bidder shall also have the right to change the location only once before Financial Closure."	The request is not accepted.The bidder shall adhere to the existing Rfs condition.
3	Clause No. 3.13	Financial Closure or Project Financing Arrangements: The Solar Power Generator shall report tie- up of Financing Arrangements for the projects within 10 months from the date of signing of PPA.		
4	Clause No. 3.13 b	Financial Closure or Project Financing Arrangements: Evidence of clear possession of required land along with the documentary evidences.		
5	Clause No. 3.9.(ii) Performance Bank Guarantee (PBG)	i) Performance Bank Guarantee (PBG): The Bidders selected by MSEDCL based on this RFS shall submit the Performance Bank Guarantee (PBG) of Rs. 20 Lakh/MW, 2 days prior to signing of PPA, according to the Format 6.3 B, issued in favour of MSEDCL with a validity period 7 months from Scheduled Commercial Operation Date.	As you may be aware, the liquidity availability in the market with banks and financial institutions has turned very tight for issuing Performance Security / BGs or such other security. The process of issuing such securities for special purpose vehicles that are relatively new entities is also getting tough. While we are keen to pursue the opportunity and submit the bids for upto 350 MW, the PBG @ Rs. 20 lakhs / MW /Project is significantly high. The cost of arranging such guarantees has also increased significantly. As known to MSEDCL, these costs will be loaded into the price to be quoted depriving MSEDCL to discover a competitive tariff.We therefore request you to take into consideration the overall scenario of the economy and reduce BG to Rs.10 Lakh /MW /Project.	The request is not accepted.The bidder shall adhere to the existing Rfs condition.
6	Bid Information Sheet, point No.5	Last date & Time for: b) All documents as per Section 3.21A physically at MSEDCL office, Mumbai	As the Projects are spread across the state over 30 tenders it involves time for us to assess land availability and the techno commercial feasibility / viability to the nearest sub-station. Also, as the deadline for all the 30 tenders are on the same date and it becomes very difficult to submit multiple tenders on the same date. Therefore, we request to: a. Extend the bid deadline by at least 15 days to complete the assessment of the sites and feasibility. b. Spread the bid submission to multiple days to avoid rush. As there are multiple bids which are to be submitted, please consider at least 2 days' time for the physical submission to avoid rush and any potential compilation errors by the Bidders.	The bid submission dates for the 30 tenders are already spread over 2 days i.e. 05.02.2019 and 06.02.2019.

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7	Clause No. 2	Capacity of the project:	We request you to please clarify if we can bid for the all the tenders separately with the same company/Bidder or is there any limit for the same, also if you could please clarify/confirm that there shall be no issues in uploading our bid for multiple RFS on the online portal (www.tcil-india-electronictender.com) if we are using the same company/Bidding company. It would be difficult to submit all the tenders on same day. Therefore, we request your good office to kindly provide different due dates for each tender.	A Bidder can participate in all the 30 tenders separately i.e. by submitting single bids for each of the tender from the same company/Bidder. Further as MSEDCL has issued separate tenders on the online bidding portal i.e. www.tcil-india-electronictender.com with separate Tender IDs, the Bidder shall have no issues in submitting their bids for the 30 tenders.
8	Clause No. 5.7	Generation compensation due to Back Down	As the delivery of the power for most of the Projects could be at lower voltages, it is important to note that there shall be technical down time (due to grid down time or due to backing down) even during the day time. Therefore, we want you to consider / allow of Deemed Generation for generation loss during such down time at the applicable tariff and not just at 50%.	The request is not accepted as the relevant clause for compensation due to backdown has already been incorporated in the Draft PPA in line with MoP's Standard Bidding Guidelines.
9	Clause No: 5.6	Generation Compensation in offtake constraint due to transmission/Distribution network: 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 75% PPA tariff	We humbly request you to amend the clause and provide compensation of 100% PPA tariff for the entire generation loss beyond the 2% downtime during the day time (i.e. solar generation hours).	The request is not accepted. The bidder shall adhere to the existing RfS condition.
10	Clause No. Annexure – C: List of Banks	Annexure – C: List of Banks	We request you to please amend this list and also include Standard Chartered Bank as an approved bank in the Schedule Private Banks list, whose Bank Guarantees for the purpose of submission EMD/PBG as per the RFS terms & conditions may kindly be accepted by MSEDCL.	The request is accepted. The same shall also be included in Annexure C of the RfS.
11	Clause 3.3 of RfS	However the Bidder shall be allowed to change the location of the project within the same District only once till the time of achievement of Financial Closure i.e. within 7 months from the date of signing of PPA	Request you to remove the restriction of change in the location of project within the same District as there might be issues of unavailability of land	The tenders floated are for addition of solar capacity in Agricultural dominated districts. Hence, change of location outside the district for which bidder has submitted its bid(s) cannot be permitted.
12	Sec 3, Clause 4.3 -3 of RfS and beyond 50 MW (AC) or 25 MW(AC) up to a maximum of 100 MW per District/Circle subject to MSEDCL's discretion.	Please clarify how the additional capacity of beyond 50 MW or 25 MW upto 100 MW shall be allocated. Please confirm only Successful bidders shall be considered for allocation as only Successful bidders will have the capability to execute this additional capacity at aggressive tariff.	The allocation of additional capacity beyond districtwise maximum capacity i.e 50 MW or 25 MW as the case may be shall be at the sole discretion of MSEDCL and it shall depend upon the tariff rates discovered in the bidding process for the particular district.
13	Bid Information Sheet	Ceiling Tariff - Rs. 3.30 per unit	Request you to increase the Ceiling Tariff to Rs. 3.50 per unit as the cost of the Project will be high due to imposition of Safeguard duty and smaller Project sizes.	The request is not accepted. The bidder shall adhere to the existing RfS condition.
14	Sec 1, Clause 1.2.3 of RfS	In case of import of energy during a month, the successful bidder shall be required to make payment to MSEDCL at prevailing HT Industrial Tariff rate as determined by MERC from time to time.	Energy to the Successful bidder shall be provided at the Tariff rate at which the Capacity is won.	The request is not accepted. The bidder shall adhere to the existing RfS condition.
15	3.11 - 1 of RfS	The PPA shall be signed within 1 month from the date of issue of Letter of Award (LoA).	Please confirm separate PPAs shall be signed as per project location.	MSEDCL shall execute separate PPA with the successful Bidder for each of the tender (30 Nos)
16	Clasue 6.5-1 of PPA	All the cost incurred by MSEDCL for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by the Power Producer	The costs for maintenance of Letter of Credit should be borne by MSEDCL.	The request is not accepted. The bidder shall adhere to the existing condition.

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17	Definitions of RFS	Interconnection Point" shall mean the point(s) of connection(s) at which the project is connected to the grid i.e. it shall be at 11 / 22 kV bus bar level of substation of MSEDCL	1) Please confirm whether projects ranging from 2MW to 10MW shall be individually connected at 11/22 kV substation of MSEDCL. 2) Please confirm pooling of two different project sites with cumulative power of less than or equal to 10MW can be connected to single substation	The pooling of power is allowed by way of sharing of common evacuation line, however the interconnection point will be at substation end only and the losses will be apportioned between the bidders sharing common evacuation line.
18	Definitions of RFS	"Metering Point" Metering shall be at 11 / 22 kV level substation of MSEDCL.	Please confirm Scope of bay construction with Metering facility is in the Scope of Developer	The Scope of bay construction with Metering facility is in the Scope of Developer.
19	Definitions of RFS	"Voltage of Delivery" means the voltage at which the Electricity generated by the Project is required to be delivered at 11 / 22 kV level substation of MSEDCL.	Please confirm proposed solar plant shall be connected at 11kV feeder of 11/22kV Substation only	The bidder have to connect project at 11 KV or 22 KV level of Bus bar at MSEDCL substation only.
20	Sec 5 , 5.1(a) of Rfs	Have SCADA installation/ any other continuous communication facility for transferring the data of Solar Energy generated from his switchyard / MSEDCL Substation to the State Grid"s Sub-Station /Control room;	1) Please confirm SCADA communication point for proposed Solar project shall be at interconnection point i.e GSS 11/22kV only? 2) Please provide minimum capacity for Data communication to SLDC as the projects will be distributed.	1. SCADA communication point shall be at MSLDC/MSEDCL control room. 2. 2 to 5 MW at MSEDCL control Room and for above 5 MW at MSLDC.
21	Sec 5 , 5.1(c) of Rfs	Moreover, it shall be mandatory to provide real time visibility of electricity generation to MSLDC at Airoli, Navi Mumbai, Maharashtra or MSEDCL through RTU-DC, V-SAT or any other standard protocol decided by MSEDCL.	Please confirm SCADA communication shall be at GSS end or MSLDC.	SCADA communication point shall be at MSLDC/MSEDCL control room.
22	3.3 of RFS	The Bidder shall identify 100% land required for the project at the time of submission of bid in Format 6.1. However the Bidder shall be allowed to change the location of the project within the same District only once till the time of achievement of Financial Closure i.e. within 10 months from the date of signing of PPA.	We request MSEDCL to allow change of location/sub-station once before signing the PPA. This shall be without prejudice the right of change of location project within the same District once till the time of achievement of Financial Closure.	The request is accepted. The bidder is allowed to change the location once before signing of PPA also in addition to change of location once till the time of achievement of Financial Closure i.e within 10 months from the date of signing of PPA.
23	5.6 of PPA	In any given year PPA 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 PowerGenerator, then the generation loss shall be compensated by MSEDCL at the 75% PPA tariff.	We request to MSEDCL to compensate in offset due to transmission/distribution network if in any given year during the contract, the availability of the distribution line/transmission line after inter-connection point for evacuation of power (during 8 am to 6 pm) falls below 99% 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 75% PPA tariff.	The request is not accepted.The bidder shall adhere to the existing condition.
24	Pre-Bid Information sheet	Last Date of submission of bid is 06.02.2019.	We request MSEDCL to please extend the last date of bid submission for atleast 3 weeks i.e. 28.02.2019. We are a German headquartered Company, issuing Bank Guarantee for EMD and preparing documentations takes huge time. Also, currently we are involved in preparation of documentation for signing PPA with MSEDCL for pevious 1400 MW District wise tender.	Last date for bid submission extended to 14.02.2019 and 15.02.2019
25			We request MSEDCL to extend the timeline of bid submission at least by 15-20 days i.e. around 26th February 2019.	

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26	Article 9 of PPA: Change in Law	<p>"Change in Law" shall refer to the occurrence of any of the following events after the last date of the bid submission, resulting into any reduction or additional recurring/ non-recurring expenditure or any additional income to any party:</p> <p>a. the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any law, including rules and regulations framed pursuant of such Law;</p> <p>b. the requirement to obtain a new consent, permit or license;</p> <p>c. any modification to the prevailing conditions prescribed for obtaining a consent, permit or license, not owing to any default of the Floating Solar Power Developer;</p> <p>d. any change in the rates of any Taxes which have a direct effect on the Project.</p>	<p>Amend Article 9 as follows:</p> <p>"Change in Law" shall refer to the occurrence of any of the following events after the last date of the bid submission, resulting into any reduction or additional recurring/ non-recurring expenditure or any additional income to any party:</p> <p>a. the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any law, including rules and regulations framed pursuant of such Law;</p> <p>b. the requirement to obtain a new consent, permit or license;</p> <p>c. any modification to the prevailing conditions prescribed for obtaining a consent, permit or license, not owing to any default of the Solar Power Developer;</p> <p>d. any change in the rates of any Taxes, Duties and Cess which have a direct effect on the Project.</p>	<p>Article 9.1.1 shall be amended as follows:</p> <p>"c. any modification to the prevailing conditions prescribed for obtaining a consent, permit or license, not owing to any default of the Solar Power Developer;....</p> <p>d. any change in the rates of any Taxes, Duties and Cess which have a direct effect on the Project."</p>