

Maharashtra State Electricity Distribution Co. Ltd.  
REQUEST FOR SELECTION (RIS) FOR PROCUREMENT OF 1250 MW (AC) SOLAR POWER FROM PROJECTS TO BE DEVELOPED IN MAHARASHTRA THROUGH  
COMPETITIVE BIDDING PROCESS (FOLLOWED BY E-REVERSE AUCTION) UNDER MSKVY

Sl. No.	Document	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks/Clarification	MSEDCL's response
1	RfS	Bid Information Sheet	EMD: Rs 1 lakh /MW to be submitted in the form of Bank Guarantee along with the Response to RfS.	<del>EMD: Rs 1 lakh /MW to be submitted in the form of Bank Guarantee along with the Response to RfS.</del>	Request to remove the requirement of EMD as per notification issued by Department of Expenditure-Procurement Policy Division under Ministry of Finance, Government of India. As per said notification, there is no bid security required for participation in tenders	The request is not accepted. The Bidder has to adhere with RFS provisions only.
2	RfS	Bid Information Sheet	Ceiling Tariff : Rs. 3.10 per unit	Ceiling Tariff : Rs. 3.80 per unit	As per clause 3.19 (n) of RfS bidder needs to consider BCD as per MNRE Office Memorandum dated 09.03.2021 while quoting the tariff, as per the current timeline of project there will be 40% BCD applicable on the Imported Modules which have an impact of almost 50 paisa, also every commodity like steel, aluminium, copper is at all time high and would remain so due to the current situation where production, logistics, demand and supply is disrupted due to COVID-19 pandemic and this have a long lasting impact on overall project economics. Further the recent increase in GST rates from 5% to 12% is also having a direct impact on project cost resulting in another 18-20 paisa per unit impact. In view of the above facts we request MSEDCL to increase the Ceiling Tariff to Rs. 3.80 per unit	The request is not accepted. The Bidder has to adhere with RFS provisions only.
3	RfS	Section 2 Definition	"Effective Date" shall mean the date of issuance of LoA (Letter of Award);	<b>"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;</b>	Request to keep Effective date as, date of signing of PPA by both parties as some time due to unforeseen reasons it takes time for signing of PPA by both parties and without PPA, Solar Power Developer will not be able to make any investment decisions or start/engage in any discussion with the lenders and other stakeholders.	As per MNRE decentralised guidelines, timelines of SCoD are considered from LoA, hence effective date shall be considered from LoA date. The request is not accepted. The Bidder has to adhere with RFS provisions only.
4	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 <b>18 (Eighteen)</b> months from <b>Effective Date</b> .	We request for 18 months considering that similar approach has been taken by other states also for distributed solar energy projects, like GUVNL under its "Policy for Development of Small Scale Distributed Solar Projects – 2019" notified vide G.R. No: SLR/11/2019/51/B1 dated 06.03.2019 have provided 18 months time line for 4 MW (max capacity) project size at a single location.  Further, for developers who will be bidding for larger capacity, there will be multiple sites to be executed simultaneously which is a cumbersome process and would increase cost and requirement of manpower which will impact the tariffs, hence request to kindly keep the project SCOD atleast 18 Months from PPA.	
5	RfS	Section 2 Definition	"Delivered Energy" means the kilowatt hours of energy actually fed and measured by the energy meters at the Delivery Point and as certified by SLDC / MSEDCL.	"Delivered Energy" means the kilowatt hours of energy actually fed and measured by the energy meters at the Delivery Point and as certified by SLDC / MSEDCL/MSETCL.	Inclusion of MSETCL substation will provide additional avenue for connectivity as all MSEDCL's substation will not be a viable option for connectivity as land near the substation and getting ROW for evacuation line may be a challenge.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
6	RfS	Section 2 Definition	"Effective Date" shall mean the date of issuance of LoA (Letter of Award);	<b>"Effective Date" shall mean the date of signing of Power Purchase Agreement issuance of LoA (Letter of Award);</b>	As per MNRE Guidelines for solar projects, Effective date would be considered as date of signing of PPA.	The request is not accepted. The Bidder has to adhere with RFS provisions only.

Sl. No.	Document	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks/Clarification	MSEDCL's response
7	RfS	Section 2 Definition	“Group Company” of a Company means v. a company which is under common control with the company, and control means ownership by one company of at least 10% (Ten) of the share capital of the other company or power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise	<del>“Group Company” of a Company means v. a company which is under common control with the company, and control means ownership by one company of at least 10% (Ten) of the share capital of the other company or power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise</del>	Request to remove this provision from the tender as in current market multiple private equity investors, corporation and utilities buy stake in multiple companies to hedge risk and have diversified investment. This will restrict participation of many developers in this tender and may restrict in discovery of competitive tariff	The request is not accepted. The Bidder has to adhere with RFS provisions only.
8	RfS	Section 2 Definition	Group Company: Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, any mutual fund, pension funds and sovereign funds, shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.	Provided that a financial institution, scheduled bank, <b>Private Equity Fund</b> , foreign institutional investor, Non-Banking Financial Company, any mutual fund, pension funds and sovereign funds, shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project;	Expand the proviso to include “private equity funds” since the nature of business of private equity funds which are managed by investment managers, is no different from that of mutual funds or foreign institutional investors.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
9	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 <b>18 (Eighteen) 12 (Twelve)</b> months from the date of <b>signing of PPA, issuance of LoA.</b>	Project commissioning date should be link with date of signing of PPA as identification of land, MEDA Certification, approval for RoW and Project Connectivity are time consuming activities and require sufficient time period. Also, request to clarify that in case of delay in signing of PPA, Commissioning date will be extended or not.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
10	RfS	Section 2 Definition	New Definition	Bidding Company: The Bidding company should be incorporated or registered in India under the Companies Act 1956 or Companies Act, 2013, as applicable.	This will provide clarity on participation of Bidding Company in this tender. This is already mentioned in Clause 3.5 of the tender document.	Bidding company term is elaborated in the clause no. 3.5 of Rfs and also definition of "Bidder" or "Bidding Entity" has already provided in the RfS. The clause is self-explanatory.
11	RfS	1.3.3	The Projects under construction, projects which are not yet commissioned and projects already commissioned but do not have any long-term PPA with any agency, and selling power on short-term or merchant plant basis shall be eligible.	The Projects under construction, projects which are not yet commissioned and projects already commissioned but do not have any long-term PPA with any agency, and selling power on short-term or merchant plant basis shall <b>not</b> be eligible.	Request MSEDCL not to allow under construction or commissioned projects into this scheme as these projects as it would not be a fair competition also they would not be compliant with the latest changes in guidelines as applicable for these projects by MNRE.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
12	RfS	3.2	A Bidder may submit Bids for developing the Project(s) under solar PV technology (Solar PV ground mount Project) as per the criteria below: i. Minimum individual project capacity to be developed shall be 2 MW; ii. Maximum individual project capacity to be developed shall be 10 MW (2X5 MW); iii. The Cumulative capacity to be installed is 1250 MW	A Bidder may submit Bids for developing the Project(s) under solar PV technology (Solar PV ground mount Project) as per the criteria below: i. Minimum individual project capacity to be developed shall be 2 MW; ii. Maximum individual project capacity to be developed shall be <b>10 20 MW (2X5 MW)</b> ; iii. The Cumulative capacity to be installed is 1250 MW	Request to increase maximum project capacity as to increase competition and optimize cost. As at present the cost have gone high due to rise in module price and steel prices which have exalted the cost of projects by upto 20% to 30%.	The request is not accepted. The Bidder has to adhere with RFS provisions only.

Sl. No.	Document	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks/Clarification	MSEDCL's response
13	RfS	3.3	.....Bidder shall comply with MNRE Notification dated 10.03.2021 regarding Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement for Compulsory Registration) Order, 2019.	<del>.....Bidder shall comply with MNRE Notification dated 10.03.2021 regarding Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement for Compulsory Registration) Order, 2019.</del>	Our foremost request is to kindly remove the requirement of ALMM as due to COVID-19, there are a lot of projects which are getting delayed and which have already booked the available capacities. In this RfS, project commissioning timelines are co-incident with these delayed projects hence there is hardly any capacity available and further, the small manufacturers solar modules are not bankable and not much efficient. Hence, it would be difficult to secure finances for the project with smaller capacity suppliers.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
14	RfS	3.3	.....Bidder shall comply with MNRE Notification dated 10.03.2021 regarding Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement for Compulsory Registration) Order, 2019.	..Bidder shall comply with MNRE Notification dated 10.03.2021 regarding Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement for Compulsory Registration) Order, 2019 <b>and its subsequent amendments upto the date of commissioning. The modules used in the Project under this RfS shall be sourced only from the models and manufacturers included in the List-I, as published by MNRE, anytime between the bid submission deadline upto the date of commissioning of the respective part capacity of the Project.</b>	Currently there are hardly any high efficiency modules in the ALMM List-I published by MNRE. It is expected that in the coming 1 year, significant domestic module manufacturing capacity for high efficiency modules will come up. Accordingly, we request you to allow modules that get subsequently added under the ALMM upto the date of commissioning. Similar clarification has already been issued by SECI under its tenders.	Request accepted and revised clause is as below: ".....Bidder shall comply with MNRE Notification dated 10.03.2021 regarding Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement for Compulsory Registration) Order, 2019 and its subsequent amendment upto date of commissioning of the Project."
15	RfS	3.3 (1)	The Bidder shall identify 100% land required for the project at the time of submission of bid in Format 6.1.	<del>The Bidder shall identify 100% land required for the project at the time of submission of bid in Format 6.1.</del>	Identification of 100% land would be required at the time of Project Commissioning and it is difficult to identify land at the time of bid submission. Request to remove such condition from the time of bid submission.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
16	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 <b>12 (Twelve)</b> months from <b>Effective Date</b> .	Inline with Extension of timeline of SCOD, we request MSEDCL to extend the Financial Closure timelines also. Further, we request to relax the condition regarding limiting change in location only once given how complicated the land procurement is.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
17	RfS	3.4	A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single bid, subject to minimum bidding capacity as specified in Clause 3.2.2  A Bidder including its Parent, Ultimate Parent, Affiliate, Group Company (ies) or any other Group Entity (ies) either bidding as Single Bidder or as a Consortium can submit only one (1) Bid for one substation. Submitting multiple bids from the same Bidder including its Affiliates / Parent / Ultimate Parent /Group Companies shall make all the bids submitted by the group invalid.	A Bidder including its Parent, Affiliate or Ultimate Parent <del>or any Group Company</del> can only submit a single bid, subject to minimum bidding capacity as specified in Clause 3.2.2  A Bidder including its Parent, Ultimate Parent, Affiliate, <del>Group Company (ies) or any other Group Entity (ies)</del> either bidding as Single Bidder or as a Consortium can submit only one (1) Bid for one substation. Submitting multiple bids from the same Bidder including its Affiliates / Parent / Ultimate Parent <del>/Group Companies</del> shall make all the bids submitted by the group invalid.	Request to remove restriction on group companies as projects from group companies will be located at different location and in case bidder wants to develop solar project under this scheme would be eligible to participate with other group companies.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
18	RfS	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 is annexed as Annexure - G	The project should be designed for delivery of energy at 11 / 22 / <b>33</b> kV level of substation of MSEDCL. List of the MSEDCL Sub-stations is annexed as Annexure - G	Request to modify the clause as it will allow developer to connect at most feasible substation in the vicinity of the plant. Request to provide list of substations where project will be connected. The list is not provided as Annexure-G. Request to allow Bidder to connect multiple projects at same substation.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
19	RfS	3.7 (2)	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 6 months from the <b>date of signing of PPA date of issuance of LOA</b> .	Connectivity process will take time and connectivity timeline would be linked to date of signing of PPA as connectivity will be provided after signing of PPA.	The request is not accepted. The Bidder has to adhere with RFS provisions only.

Sl. No.	Document	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks/Clarification	MSEDCL's response
20	RfS	3.7 (2)	.....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 successful bidder shall submit documentary evidence for securing connectivity with grid from MSEDCL within <b>12 (Twelve)</b> months from <b>Effective Date</b> .	Inline with Extension of timeline of SCOD, we request MSEDCL to extend the timeline for getting connectivity with grid also.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
21	RfS	3.9 (i)	Earnest Money Deposit (EMD) of INR 1 Lakh / MW per Project in the form of Bank Guarantee along with RfS/EoI according to Format 6.3 A and valid for six (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.	<del>Earnest Money Deposit (EMD) of INR 1 Lakh / MW per Project in the form of Bank Guarantee along with RfS/EoI according to Format 6.3 A and valid for six (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.</del>	Request to remove the requirement of EMD as per notification issued by Department of Expenditure-Procurement Policy Division under Ministry of Finance, Government of India. As per said notification, there is no bid security required for participation in tenders.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
22	RfS	3.9 (ii)	Performance Bank Guarantee (PBG): The Bidders selected by MSEDCL, based on this RfS/EoI 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.	Performance Bank Guarantee (PBG): The Bidders selected by MSEDCL, based on this RfS/EoI shall submit the Performance Bank Guarantee (PBG) of Rs. 5 Lakh/MW, within <b>30 60</b> 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 <b>singing of PPA issuance of LOA</b> .	PBG should be submitted within 2 months as PPA signing date will be 2 months and PBG needs to be submitted at the time of signing of PPA.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
23	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 and after successful verification 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.	Request to return the EMD to SPD as soon as the PBG is submitted by the SPD, so as to avoid additional financial burden on the developer.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
24	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) <b>or date of tariff adoption by MERC, which ever is later.</b>	Request to sign the PPA post tariff adoption as nowadays lenders have this as a mandatory requirement for project appraisal, also it gives confidence to the developers and make investment decision easy.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
25	RfS	3.12.3	In case the Procurer purchases the excess generation, excess generation over and above maximum declared CUF, the same may be done at 75% of the PPA tariff.	In case the Procurer purchases the excess generation, excess generation over and above maximum declared CUF, the same may be done at <b>75% 100%</b> of the PPA tariff.	This will provide incentive to the Power producer to generate excess energy	The request is not accepted. The Bidder has to adhere with RFS provisions only.
26	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 within 6 <del>(Six)</del> <b>12 (twelve)</b> months from the date of <b>signing of PPA issuance of LoA</b> . Accordingly the successful bidder shall furnish the following documents at the time of reporting Financial Closure i.e. tie-up of Financing Arrangements	Date of Financial Closure would be linked to date of signing of PPA in order to remove ambiguity on extension of signing of PPA. Dequate time need to be provided for Financial closure as the developer have to arrange land and connectivity before arranging debt from Lenders	The request is not accepted. The Bidder has to adhere with RFS provisions only.
27	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	The Project Developer shall report tie-up of Financing Arrangements for the projects within <b>12 (Twelve)</b> months from <b>Effective Date</b> .	Inline with Extension of timeline of SCOD, we request MSEDCL to extend the Financial closure timelines also.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
28	RfS	3.13 (c)	Evidence of clear identification of required land along with the following details:.....		We understand that apart from Sworn affidavit/Undertaking for land and key plan drawing there are no other land related documents to be submitted to MSEDCL at the time of Financial Closure. Kindly confirm the same	The Clause 3.13 c is self explanatory.

Sl. No.	Document	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks/Clarification	MSEDCL's response
29	RfS	3.14 (1)	The Projects shall be commissioned within a period of 12 (Twelve) months of issuance of LoA	The Projects shall be commissioned within a period of <del>12- (Twelve)</del> <b>18 (eighteen)</b> months of <b>date of signing of PPA. issuance of LoA</b>	Project commissioning date should be link with date of signing of PPA as identification of land, MEDA Certification, approval for RoW and Project Connectivity are time consuming activities and require sufficient time period. Also, request to clarify that in case of delay in signing of PPA, Commissioning date will be extended or not.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
30	RfS	3.18 (7)	Bidder shall ensure that the technology to be adopted shall be commercially established technology as per Annexure-A and is under operation for at least one year. Final details of the same shall be submitted within 6 months from the date of issuance of LoA.	Bidder shall ensure that the technology to be adopted shall be commercially established technology as per Annexure-A <b>and is under operation for at least one year.</b> Final details of the same shall be submitted <b>2 months before COD.</b>	Technology is changing very fast these days and manufacturers bring only those products which are commercially established and tested, hence restricting developers to use only those products which have completed one year of operation will result in using an older technology and also not taking advantage of the new technology which results in better LCOE, hence the tariff would be higher. Further, the current ALMM list contains only modules of low efficiency. Thus, we shall be depending upon high efficiency modules which shall get added in the ALMM list in the coming year.  Request MSEDCL to kindly amend as suggested, also request to allow SPD to submit the details 2 months prior to COD.	Request is partly accepted. Revised clause is as below: Bidder shall ensure that the technology to be adopted shall be commercially established technology as per Annexure-A and is under operation for at least one year. Final details of the same shall be submitted 3 months before COD
31	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 auxiliary consumption at night time	With our experience in earlier projects under MSKVY scheme, we request following this so as to benefit both MSEDCL & SPD and to make these projects successful in every aspects.	Clause is self explanatory and MSEDCL will coordinate with concerned agencies as and when required. The Bidder has to adhere with RFS provisions only.
32	RfS	Annexure-H: General Tracker Specification	11. Cleaning mode in control system- Compliant with robotic module cleaning.		Cleaning mode in control system- Compliant with robotic module cleaning. Can adopt any alternate solutions.	The Solar Power Generator shall be responsible for operation and maintenance of the Project(s) under and in accordance with the provisions of the PPA to be entered into between the Solar Power Generator and MSEDCL. Further, The Bidder has to adhere with RFS provisions only.
33	PPA	Article 1: Definitions	"Effective Date" shall mean the date of issuance of LoA (Letter of Award);	<b>"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;</b>	Request to keep Effective date as, date of signing of PPA by both parties as some time due to unforeseen reasons it takes time for signing of PPA by both parties and without PPA, Solar Power Developer will not be able to make any investment decisions or start/engage in any discussion with the lenders and other stakeholders.	The request is not accepted. The Bidder has to adhere with PPA provisions only.



Sl. No.	Document	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks/Clarification	MSEDCL's response
34	PPA	Article 1: Definitions	"Government Instrumentality" shall mean the GoI, the GoM and their ministries, inspectorate, departments, agencies, bodies, authorities, legislative bodies.	"Government Instrumentality" shall mean the GoI, the GoM and their ministries, inspectorate, departments, agencies, bodies, authorities, <b>Discoms</b> , legislative bodies.	Discoms should also be included in the Government Instrumentalities as it is also held under Government.	The request is not accepted. The Bidder has to adhere with PPA provisions only.
35	PPA	Article 1: Definitions	"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 .	"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/ <b>33</b> kV bus bar level of substation of MSEDCL .	Request to modify the clause as it will allow developer to connect at most feasible substation in the vicinity of the plant.	The request is not accepted. The Bidder has to adhere with PPA provisions only.
36	PPA	Article 1: Definitions	"Scheduled Commissioning Date" or SCD Shall mean ..... [Insert Date that is Twelve (12) Months from the Date of issuance of LoA];	"Scheduled Commissioning Date" or SCD Shall mean ..... [Insert Date that is <del>Twelve (12)</del> <b>Eighteen (18)</b> Months from the Date of <del>issuance of LoA</del> <b>signing of PPA</b> ];	Project commissioning date would be link with date of signing of PPA as identification of land, MEDA Certification, approval for RoW and Project Connectivity are time consuming activities and require sufficient time period. Also, request to clarify that in case of delay in signing of PPA, Commissioning date will be extended or not.	The request is not accepted. The Bidder has to adhere with PPA provisions only.
37	PPA	Article 1: Definitions	"Scheduled COD" or "Scheduled Commercial Operation Date" means {insert date} (not exceeding 12 (Twelve) months from the date of issuance of LoA.	"Scheduled COD" or "Scheduled Commercial Operation Date" means {insert date} ( <b>not exceeding 18 (Eighteen) months from Effective Date</b> ).	We request for 18 months considering that similar approach has been taken by other states also for distributed solar energy projects, like GUVNL under its "Policy for Development of Small Scale Distributed Solar Projects – 2019" notified vide G.R. No: SLR/11/2019/51/B1 dated 06.03.2019 have provided 18 months time line for 4 MW (max capacity) project size at a single location.  Further, Solar Developers bidding for a large project capacity, there will be multiple sites to be executed simultaneously which is a cumbersome process and would increase cost and requirement of manpower which will impact the tariffs, hence request to kindly keep the project SCOD atleast 18 Months from PPA.	The request is not accepted. The Bidder has to adhere with PPA provisions only.
38	PPA	3.1 (ii)	The Solar Power Producer shall obtain financial closure within Six (6) months from date of issuance of LoA.	The Solar Power Producer shall obtain financial closure within Six (6) months from date of <b>signing of PPA</b> <del>issuance of LoA</del> .	Date of Financial Closure would be linked to date of signing of PPA in order to remove ambiguity on extension of signing of PPA.	The request is not accepted. The Bidder has to adhere with PPA provisions only.
39	PPA	3.2	Obligations of MSEDCL	<b>New Clauses :</b> 3.2.3 Instruct MSEDCL's Circle offices and co-ordinate with MSETCL concened departments for maintaining grid uptime 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 3.2.5 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 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	With our experience in earlier projects under MSKVY scheme, we request following so as to benenefit both MSEDCL and SPD and to make these projects successful in every aspects.	Proposed new clause 3.2.3 has been taken under consideration in the clauses related to the compensation on account of grid un-availability.  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.
40	PPA	3.3.1	The Projects shall be commissioned within a period of 12 (Twelve) months from the date of issuance of LoA.	The Projects shall be commissioned within <del>Twelve (12)</del> <b>Eighteen (18)</b> Months from the Date of <b>signing of PPA</b> <del>issue of LoA</del> .	Project commissioning date would be link with date of signing of PPA as identification of land, MEDA Certification, approval for RoW and Project Connectivity are time consuming activities and require sufficient time period. Also, request to clarify that in case of delay in signing of PPA, Commissioning date will be extended or not.	The request is not accepted. The Bidder has to adhere with PPA provisions only.
41	PPA	5.5.3	In case the Procurer purchases the excess generation, excess generation over and above maximum declared CUF, the same may be done at 75% of the PPA tariff.	In case the Procurer purchases the excess generation, excess generation over and above maximum declared CUF, the same may be done at <b>75% 100%</b> of the PPA tariff.	This will provide incentive to the Power producer to generate excess energy.	The request is not accepted. The Bidder has to adhere with PPA provisions only.

Sl. No.	Document	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks/Clarification	MSEDCL's response
42	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		Request to clarify process for claiming compensation in case of grid availability below 98%. Will the developer need to raise invoice and submit on portal of MSEDCL.	Bidder has to raise such claims as supplementary bill.
43	PPA	5.7	.....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).....	.....if the availability of the distribution line/transmission line after inter-connection point for evacuation of power ( <b>during 6 am to 6 pm</b> ) falls below 98% i.e. the line unavailability is more than 2% i.e. <b>87.6 hours (2% x 365 days x 12 hours)</b> ,.....	As the solar generation happens during day time, the line unavailability also should be considered for day time hours only. Accordingly, we request MSEDCL to amend the clause as suggested.	The request is not accepted. The Bidder has to adhere with PPA provisions only.
44	PPA	5.8	The solar power producer shall follow the forecasting and scheduling process as per applicable CERC/MERC regulations as amended from time to time. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of “must-run” to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a MSEDCL/SLDC. In case such eventuality of Backdown arises, except for the cases where the back down is on account of events like consideration of grid security/ an emergency in STU’s / MSEDCL’s evacuation system for safe operation of its Grid or safety of any personnel or the other such condition, the Solar Power Producer shall suitably back down their generation. In case of backing down situation, the Solar Power Producer will be eligible for Minimum Generation Compensation from Procurer/MSEDCL after receipt of State Energy Account or any other relevant documents certified	The Solar Power Producer <b>and the Procurer</b> shall follow the forecasting and scheduling process as per applicable CERC /MERC regulations as amended from time to time. The Govt. of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), <b>provides for</b> status of “must-run” to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a MSEDCL/SLDC. In case such eventuality of Backdown arises, <b>including non-dispatch of power due to non-compliance with “Order No. 23/22/2019-R&amp;R dated 28.06.2019 of Ministry of Power regarding Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees” and any clarifications or amendment thereto</b> , except for the cases where the Backdown is on account of events like consideration of grid security/ an emergency in STU’s / MSEDCL’s evacuation system for safe operation of its Grid or safety of any personnel or other such conditions, the Solar Power Producer shall suitably back down their generation. In case of backing down situation, the Solar Power Producer will be eligible for Minimum Generation Compensation from Procurer/MSEDCL	Request MSEDCL to amend the clause inline with “Standard Bidding Guideline” amendment dated 22nd October, 2019	The request is not accepted. The Bidder has to adhere with PPA provisions only.
45	PPA	5.8	.....In case of backing down situation, the Solar Power Producer will be eligible for Minimum Generation Compensation from Procurer/MSEDCL after receipt of State Energy Account or any other relevant documents certified by MSEDCL/SLDC as under:		Any specific criteria if grid shut down more than 87 hrs. in a month during day time then we can claimed to MSEDCL (hrs./units ) as deemed generation during day time.	Clause 5.8 of PPA is self explanatory .
46	PPA	5.8	.....It is clarified that Article 5.7 shall not be applicable, if in future, Merit Order Despatch is made applicable to generation from renewable sources; from Solar power project in this case.	To be removed	The reference of Article 5.7 is incorrect, it should be 5.8. Further we request the same should be removed given that bidding is being done based upon must run status given to renewables which cannot be taken away retrospectively	Noted your point regarding replacing of Article 5.7 here and the clause will be revised as follows: .....It is clarified that <b>Article 5.8</b> shall not be applicable, if in future, Merit Order Despatch is made applicable to generation from renewable sources; from Solar power project in this case.

Sl. No.	Document	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks/Clarification	MSEDCL's response
47	PPA	6.1	The Billing shall be on monthly basis. MSEDCL will be billed by the Solar Power Producer based on Meter reading (MRI /AMR) //SEA as certified by Maharashtra SLDC or MSEDCL authority as may be applicable following the end of each month for the energy supplied and payment shall be due on the thirtieth day following the delivery of the billing invoice.		Specific Billing Period time for Monthly JMR - first week of Month or Quarterly.	Clause 6.1 of PPA is self explanatory.
48	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 the <del>30 (Thirty)</del> 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.	Late Payment shall be considered after due date for making payment towards monthly invoices.	The request is not accepted. The Bidder has to adhere with PPA provisions only.
49	PPA	7.1.2	For the purpose of energy accounting, the ABT compliant meter with Automated Meter Reading (AMR) feature shall be installed by Solar Power Producer at the metering point. Further, Solar Power Producer shall have to provide ABT Compliant Meters.		Generation end also telecommunication facility necessities with availability based tariff (ABT) feature along with Automatic Meter reading arrangements.?	Clause 7.1.2 of PPA is self explanatoty. Further, bidders are suggested to refer
50	PPA	9.2.4	Formula to calculate adjustment in the monthly tariff due to the impact of Change in Law..... n = no. of months over which the financial impact has to be paid; and  Mr = monthly rate of interest =; where R = annual rate of interest equal to 125 basis points above the average State Bank of India Marginal Cost of Funds based leading rate (MCLR of one year tenor) prevalent during the last available six months for such period.  Further, the M.T. shall be trued up annually based on actual generation of the year so as to ensure that the payment to the Solar Power Producer is capped at the yearly Change in Law amount.	n = <b>180</b> ( no. of months over which the financial impact has to be paid); and  Mr = monthly rate of interest = <b>R/12</b> ; where R = annual rate of interest equal to <b>125-200 basis points</b> above the average State Bank of India Marginal Cost of Funds based leading rate (MCLR of one year tenor) prevalent during the last available six months for such period.  Further, the M.T. shall be trued up annually based on actual generation of the year so as to ensure that the payment to the Solar Power Producer is capped at the yearly Change in Law amount.	We request MSEDCL that CIL payment to be made over 15 years/180 Months and annual rate of interest as SBI MCLR +200 basis points in-line with Ministry of Power gazette notification G.S.R. 751(E) dated 22nd Oct 2021. (notification enclosed for reference)	This clause is inserted as per direction of the MERC vide Order dated 18.12.2020 in Case No. 214 of 2020, therefore the request is not accepted. The Bidder has to adhere with RFS provisions only
51	PPA	10.3.4 (a) (ii)	Failure to pay the monthly and / or supplementary bills beyond 90 days,	Failure to pay the monthly and / or supplementary bills beyond <b>90 30</b> days,	Default in payment will be consider as per Due Date.	The request is not accepted. The Bidder has to adhere with PPA provisions only.
52	PPA	Schedule 3	SNA/MEDA registration certificate before commissioning of Project.	SNA/MEDA registration certificate <b>or evidence of application submitted to MEDA for registration</b> before commissioning of Project.	With our experience in earlier projects under MSKVY scheme we have seen situation where SNA/MEDA registration have taken very long time, we understand this is a requirement as per Maharashtra solar policy to keep record of every project being commissioned in the state and doesn't have any technical aspects related to this which can impact the commissioning of the project, so request MSEDCL not to make this as a mandatory requirement for COD of the project.	The request is not accepted. The Bidder has to adhere with PPA provisions only.
53	General				Request to clarify whether MEDA registration is required for projects under this tender document. Also, provide details of MEDA registration charges as applicable.	As per RE Policy-2020, MEDA registration is compulsory for solar projects having capacity 1 MW and above.



Sl. No.	Document	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks/Clarification	MSEDCL's response
54	General				Request you to please clarify that the Bidder is permitted to bid for more than one project at any GSS.	Developer can bid once on single substation with maximum 10 MW (2x5 MW) capacity and can bid on different substations with cumulative capacity more than 10 MW (2x5 MW). (Note: The project capacity can't be more than 10 MW (2x5 MW) on a single substation)
55	General				If 11/22 KV Grid not available hence Electricity generated by the Project is to be delivered at 33 level substation of MSEDCL also.?	MSKVY scheme is implemented on 11/22 kV level only.
56	General				Solar Project Developer is responsible to lay 11/22 kV transmission line only at injection points .If need there additional circuit breaker/construction metering room (MSEDCL Scope/SPD Scope).	As per the clause no. 3.7.3 of the RfS, the transmission of power up to the interconnection point and energy accounting infrastructure shall be the responsibility of the successful bidder at his own cost.