

| <p style="text-align: center;">Maharashtra State Electricity Distribution Co. Ltd. REQUEST FOR SELECTION (RFS) FOR PROCUREMENT OF 1000 MW (AC) SOLAR POWER FROM PROJECTS TO BE DEVELOPED IN MAHARASHTRA THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY E-REVERSE AUCTION) UNDER MSKVY vide RFS No. MSEDCL/CE/RE/2022/Solar/Decentralised/T-05 dated 27.06.2022</p> | | | | | |
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| Sl. No. | Documents | Clause No. | Existing Clause | Proposed Modifications | MSEDCL's response |
| 1 | RFS | Bid Information Sheet | Ceiling Tariff : Rs. 3.10 per unit | Ceiling Tariff : Rs. 3.80 per unit | The request is not accepted. The Bidder has to adhere with RFS provisions only. |
| 2 | 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 not be eligible. | The request is not accepted. The Bidder has to adhere with RFS provisions only. |
| 3 | RFS | Section 2: Definitions | "Effective Date" shall mean the date of issuance of LoA (Letter of Award); | "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; | It is inline with MNRE Decentralised guidelines. So, the request is not accepted. The Bidder has to adhere with RFS provisions only. |
| 4 | RFS | Section 2: Definitions | "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 18 (Eighteen) months from Effective Date/Signing of PPA. | |
| 5 | 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 and its subsequent amendment up to date of commissioning of the Project. |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 | The request is not accepted. The Bidder has to adhere with RFS provisions only. |
| 6 | 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 and its subsequent amendment up to date of commissioning of the Project. | Registration) Order, 2019 and its subsequent amendment up to date of commissioning of the Project. | The clause 3.3 of RFS is self-explanatory. |
| 7 | RFS | 3.3 |However the Bidder shall be 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 6 (Six) months from the date of issuance of LoA. |However the Bidder shall be 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 12 (Twelve) months from the date of issuance of LoA. | The request is not accepted. The Bidder has to adhere with RFS provisions only. |
| 8 | 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 12 (Twelve) months from Effective Date/Signing of PPA. | The request is not accepted. The Bidder has to adhere with RFS provisions only. |
| 9 | 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 and signing of PPA , the BG submitted towards EMD shall be returned by MSEDCL to the successful Bidder. | The request is not accepted. The Bidder has to adhere with RFS provisions only |
| 10 | 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) or date of tariff adoption by MERC, which ever is later. | The PPA shall be signed post adoption of tariff by MERC. However, the timeline for signing the PPA shall be as per Rfs provisions only. |
| 11 | 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. | The Project Developer shall report tie-up of Financing Arrangements for the projects within 12 (Twelve) months from Effective Date/Signing of PPA. | The request is not accepted. The Bidder has to adhere with RFS provisions only. |
| 12 | RFS | 3.13 (c) | Evidence of clear identification of required land along with the following details:..... | | The list of land related documents to be submitted by successful bidders is already mentioned in Cause 3.3.3 & 3.13 of the Rfs and is self explanatory. |

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| 13 | RFS | 5.3 | <p>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:</p> <p>Upon application for Connectivity as per MERC Regulations, MSEDCL shall coordinate with the concerned agencies for grant of connectivity.</p> | <p>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:</p> <p>1) Upon application for Connectivity as per MERC Regulations, MSEDCL shall coordinate with the concerned agencies for grant of connectivity.</p> <p>2) Instruct MSEDCL's Circle offices and co-ordinate with MSETCL concerned departments for maintaining grid uptime</p> <p>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</p> <p>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</p> <p>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</p> | <p>The request is not accepted.</p> <p>The Bidder has to adhere with RFS provisions only. However, MSEDCL will coordinate with the concerned agencies as and when required.</p> |
| 14 | PPA | Article 1: Definitions | "Effective Date" shall mean the date of issuance of LoA (Letter of Award); | "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; | It is inline with MNRE Decentralised guidelines. So, the request is not accepted. The Bidder has to adhere with PPA provisions only. |
| 15 | 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} (not exceeding 18 (Eighteen) months from Effective Date/Signing of PPA). | |
| 16 | PPA | 3.2 | Obligations of MSEDCL | <p>New Clauses :</p> <p>3.2.3 Instruct MSEDCL's Circle offices and co-ordinate with MSETCL concerned departments for maintaining grid uptime</p> <p>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</p> <p>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</p> <p>3.2.6 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</p> | <p>Proposed new clause 3.2.3 has been taken under consideration in the clauses related to the compensation on account of grid unavailability. 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. So, the request is not accepted.</p> <p>The Bidder has to adhere with PPA provisions only.</p> |

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| 17 | PPA | 5.8 | <p>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.</p> <p>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:</p> | <p>The Solar Power Producer and the Procurer 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), provides for 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, including non-dispatch of power due to non-compliance with “Order No. 23/22/2019-R&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, 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.</p> <p>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:</p> | <p>The request is accepted. The revised clause is as follows: The Solar Power Producer and the MSEDCL 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), provides for 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, including non-dispatch of power due to non-compliance with “Order No. 23/22/2019-R&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, 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.....</p> |
| 18 | PPA | 9.2.4 | <p>n = no. of months over which the financial impact has to be paid; and</p> <p>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.</p> <p>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.</p> | <p>n = 180 (no. of months over which the financial impact has to be paid); and</p> <p>Mr = monthly rate of interest = R/12; where R = annual rate of interest equal to 425 200 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.</p> <p>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.</p> | <p>The request is accepted. The modified clause is attached herewith as Annexure-A</p> |
| 19 | PPA | Schedule 3 | SNA/MEDA registration certificate before commissioning of Project. | SNA/MEDA registration certificate or evidence of application submitted to MEDA for registration before commissioning of Project. | <p>The request is not accepted. The Bidder has to adhere with PPA provisions only.</p> |