

Reply to additional queries pertaining to RfS & PPA FOR PURCHASE OF 250 MW FLEXIBLE AND SCHEDULABLE POWER THROUGH COMPETITIVE BIDDING PROCESS FOLLOWED BY E-REVERSE AUCTION FROM GRID CONNECTED RENEWABLE ENERGY SOURCES WITH ENERGY STORAGE FACILITY ON LONG TERM BASIS WITH GREEN SHOE OPTION

Sl. No.	Clause No.	Existing Clause	Bidders Query/Suggestion	MSEDCL's Reply
01	RFS: 3.2.1	Selection of projects shall be carried out through e-bidding for total Contracted Capacity of 250 MW for supply of flexible and schedulable power from Renewable Energy Project (solar, wind, Hydro/ Hydro Pumped storage Plants or combination thereof) along <b>with Energy Storage facility</b> , schedulable for Non-Solar Generation Hours and Solar Generation Hours.	As mentioned in clause 3.2.1 of the RFS document, RE developer can tie up with 3rd party Energy Storage Developer to participate in the bid. We, request MSEDCL to allow the <b>vice versa</b> bidding arrangement where Energy Storage Developer will submit the bid and can tie up with third party RE developer who can develop the RE capacity for the project. This proposed clause will enable the potential Energy Storage Developers to participate in the MSEDCL tender and provide the competitive tariffs.	<b>The request is not accepted.</b> Clarifications to pre-bid query of Sl. No. 28 shall prevail.
02			As per clause 3.2.1, the bidder has to submit the Binding Storage Agreement with the 3rd party Energy Storage Developer at the time of bid submission. Identification of storage technology, storage technology partner and signing firm contract for 25 years is not possible in such a short span of time. Even the Energy Storage developer is also reluctant to sign such Binding Storage Agreement as there is uncertainty around such bidder to be selected as Successful Bidder. We, request MSEDCL to allow the bidder to submit the <b>Non-Binding Agreement or Self Undertaking at the time of bid submission</b> and submit the Binding Storage Agreement <b>prior to signing of PPA</b> , and such Binding Storage Agreement shall form an integral part of PPA to be executed with MSEDCL.	<b>The request is partly accepted.</b> The revised clause is as follows:  "3.2.1 ..... <b><i>It is hereby clarified that in case bidder is RE developer, it will be allowed to tie up with third party energy storage developer(s) to fulfil the supply conditions. It is further clarified that RE developer can tie up with available spare capacities of 3rd party energy storage developer(s). However, it is clarified that ESS power supplied for this project should be from RE source. At the time of bid submission, the bidder shall submit the third party tie up which shall be MOU or self-undertaking. MOU/self-undertaking shall specify tie up with the</i></b>

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03			The documentary evidence may be sought <b>before financial closure</b> since Bidders shall tie-up the storage based on the quantum of capacity won in the auction	<p><i>spare capacities strictly along with mentioning of Storage technology. Further, the successful bidder shall submit the binding agreement at the time of signing of PPA which will be integral part of PPA for a term coterminous with the PPA term. However, the obligations with respect to the PPA shall be under the Successful bidder(s) scope.</i></p> <p><i>It is further clarified that no change in storage technology, source and tenure shall be allowed post signing of PPA in case of third party tied-up for the energy storage"</i></p>
04	RFS: 3.2.1	Selection of projects shall be carried out through e-bidding for total Contracted Capacity of 250 MW for supply of flexible and schedulable power from Renewable Energy Project (solar, wind, Hydro/ Hydro Pumped storage Plants or combination thereof) along with Energy Storage facility, schedulable for Non-Solar Generation Hours and Solar Generation Hours.	<p>In SECI RTC-III tender, multiple spare capacities of the same non-RE power project can be tied up with different Bidders. Similarly, energy storage plants specifically Pumped Storage Projects are relatively of higher capacities and can provide storage capacities to multiple RE + Storage projects.</p> <p>Hence, we request MSEDCL that in case an entity, providing Energy Storage Capacity or RE Capacity to another entity under 3rd party tie up mechanism, may also be allowed to participate as a bidder. Example, if an Entity X (Energy Storage Developer) is providing energy storage capacity to a bidder i.e. RE developer, Entity X (Energy Storage Developer) may also be allowed to participate in the tender as a bidder where it may choose to tie-up with a 3rd party RE Developer for developing project specific RE capacity.</p>	<p><b>The request is partly accepted.</b></p> <p><i>"It is clarified that RE developer(s) can submit the bid and tie up third party storage with multi storage developer(s) <b>up to maximum three numbers.</b> However, once Entity B (Storage Developer) is tied up as third party storage with Entity A (RE Developer) wherein bid is submitted by Entity A then Entity B is precluded from being bidder as a RE developer having tie up with Entity A as a storage developer.</i></p>
05	RFS: 4.4.1	The bidder with <b>lowest quoted tariff (being L1)</b> shall be selected irrespective of their quoted capacity and shall be declared as the successful bidder.	<b>HES Infra</b> - While the clause 4.4 deals with selection of the 'lowest' bidder as successful bidder and procedure for tie-breaker, it did not dealt the scenario where the lowest bidder quotes only partial quantum.	<p><b>The request is accepted.</b> The revised clause is follows:</p> <p><i>"The bidders shall be selected in the ascending order with lowest quoted tariff (being L1) till the capacity</i></p>

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			The same is left open ended. Hence MSEDCL may please incorporate the procedure for selection of bidders in <b>bucket filling method</b> , in case the lowest bidder doesn't fulfil the entire required quantum.	<i>is exhausted."</i>
06	Reply to pre-bid queries: Sl.No.3	<p><b>RFS Clause: "Contracted Capacity"</b> shall mean the <b>capacity (in MW AC) contracted</b> with MSEDCL for supply of flexible and schedulable power by the successful bidder at the Delivery Point from the respective Renewable Energy Project (Solar, Wind, Hydro or combination thereof) with Energy Storage Facility.</p> <p><b>RFS Clause: "Project Capacity"</b> means the <b>AC capacity in Mega Watt</b> of the project at the generating terminal(s) and to be contracted with MSEDCL for supply from the Renewable Energy Project along with Energy Storage asset.</p> <p><b>Query:</b> Please <b>clarify the difference</b> between the "Contracted Capacity" and "Project Capacity". Definitions of both the terms are referred to as the capacity 'contracted with MSEDCL'. In case both the terms are representing a same thing, it is requested to use a single definition instead of separate definition.</p> <p><b>Clarification to pre-bid query:</b> It is</p>	<p>The <b>definition of contracted capacity</b> provided at sl.no. 3 of clarification to pre-bid query may be revised/modified to mean the storage capacity required for supply for 06 hours during non-solar hour and RE capacity at different location associated with the above storage capacity (to be granted by CTU/STU) may be left open to Developers, which shall enable bidders with non-co-located RE and storage capacity configuration to participate in the above prestigious tender.</p>	<p>It is clarified that the definition of "Contracted capacity" and "Project Capacity" <b>shall remain same as mentioned in the RfS and PPA</b>. The definition of "Contracted Capacity" provided at the Sl. No. 3 of reply to pre-bid queries to be treated as cancelled.</p> <p>Further, in line with Clause no. 3.6.2 of RfS, For interconnection with the grid and metering, the renewable energy project developer shall abide by Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 (as amended from time to time), along with applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electric and other regulations (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA).</p>

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		to clarify that for all contractual purposes as per the RfS and PPA, "Contracted Capacity" shall mean the <b>connectivity (in MW) granted to the Project</b> by the STU/CTU. Any reference to the terms "Project Capacity" in the tender documents shall refer solely to the Contracted Capacity.		
07	General	Bid extension	The flexible and peak power tenders require extensive energy modelling to provide the appropriate and cost-effective solution to the procurer; along with that there is need to identify the technology and storage partner, which takes considerable amount of time. Hence, it is suggested to extend the bid submission timeline by one month i.e., 3rd Nov 2022.	Bid submission due date is extended to <b>27-10-2022</b> .