

Addendum-III-REPLY TO PRE-BID QUERIES FOR RfS No. MSEDCL/RE/2023/500 MW Solar/Ph-X/T-19 Dated 14.02.2023

The following are the additional clarifications/modifications issued to pre-bid queries raised by bidders:

Clause No.	Existing Clause	MSEDCL's Reply vide Addendum I and II	Bidders Query / Suggestion	MSEDCL's Revised reply
<p>PPA Article 4: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION Clause no. 4.1.6</p>	<p>The power producer shall install complete DC capacity as per the Clause 5.5 of the PPA, at the time of Commercial Operation Date (COD) of the project. Further, the power producer shall not add/install any additional DC capacity post Commercial Operation Date (COD) of the project.</p>	<p>Yes, your understanding is correct. It is to clarify that, the repowering is referred to the replacement of old/damaged modules/components of solar power project in order to enhance the output keeping the solar project capacities AC/DC unchanged.</p> <p>The power producer shall install total/complete declared DC capacity at the time of Commercial Operation Date (COD) of the project. Hence, any additional DC capacity (for the same project) installed post Commercial operation Date (COD) shall not be considered under repowering and considered under Change in Law benefit.</p>	<p>It is to clarify that, the repowering is referred to the replacement of old/damaged modules/components of solar power project or addition of modules/components (additional DC capacity than at COD) to cover degradation effect of modules so as to maintain the declared CUF of solar power project or in order to enhance the output keeping the solar project capacities AC/DC unchanged declared CUF of solar project unchanged. The power producer shall install total/complete declared DC capacity at the time of Commercial Operation Date (COD) of the project. Hence, Any additional DC capacity (for the same project) installed post COD shall not be considered under repowering and considered under Change in Law benefit only be for the purpose of Repowering . However, the same shall not be considered under Change in Law benefit.</p>	<p>It is to clarify that, the repowering is referred to the replacement of old/damaged modules/components of solar power project <u>or addition of modules/components (additional DC capacity than at COD) to cover degradation effect of modules so as to maintain the declared CUF of solar power project</u> or in order to enhance the <u>output keeping the declared CUF of solar project unchanged.</u> The power producer shall install total/complete declared DC capacity at the time of Commercial Operation Date (COD) of the project. Any additional DC capacity (for the same project) installed post COD shall only be for the purpose of Repowering. However, the same shall not be considered under Change in Law benefit.</p>
		<p>The request is not accepted. The bidders have to adhere to PPA conditions only.</p>	<p>"Clause No. 4.1.6 of PPA: The power producer shall install complete DC capacity as per the Clause 5.5 of the PPA, at the time of Commercial Operation Date (COD) of the project. Further, the power producer shall not add/install any additional DC capacity post Commercial Operation Date (COD) of the project except for Repowering as per clause 5.4.4 of PPA.</p>	<p>The Clause no.4.1.6 of PPA is revised as under:</p> <p>The power producer shall install complete DC capacity as per the Clause 5.5 of the PPA, at the time of Commercial Operation Date (COD) of the project. Further, the power producer shall not add/install any additional DC capacity post Commercial Operation Date (COD) of the project except for Repowering as per clause 5.4.4 of PPA.</p>

Clause No.	Existing Clause	MSEDCL's Reply vide Addendum I and II	Bidders Query / Suggestion	MSEDCL's Revised reply
<p>3.9 Clause of RfS: Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG):</p>	<p>i. Earnest Money Deposit (EMD) of INR 4 Lakh / MW in the form of Bank Guarantee along with RfS according to Format 6.3 A and valid for 06 months from the last date of bid submission with claim period of 07 months 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 Maharashtra State Electricity Distribution Company Ltd. (MSEDCL) by the Bidding Company / Lead Member of Bidding Consortium.</p>	<p>----</p>	<p>Please issue clarification for the validity and claim period of EMD.</p>	<p>i. Earnest Money Deposit (EMD) of INR 4 Lakh / MW in the form of Bank Guarantee along with RfS according to Format 6.3 A and valid for 06 months from the last date of bid submission with additional claim period of 03 months 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 Maharashtra State Electricity Distribution Company Ltd. (MSEDCL) by the Bidding Company / Lead Member of Bidding Consortium.</p> <p>Illustration: Last date of Bid submission is 27.03.2023. EMD Validity will be 27.09.2023. EMD Claim period will be till 27.12.2023.</p> <p>The format (6.3 A) with revised claim period is enclosed for your ready reference.</p>
<p>Bid Submission Date</p>	<p>17.03.2023</p>	<p>----</p>	<p>we would like to request MSEDCL Limited to grant an extension of at least 30 days' time in submission of bid.</p>	<p>The Last date of Bid submission is 27.03.2023.</p>

FORMAT- 6.3 A
Format for Earnest Money Deposit

Ref. Bank Guarantee No. _____ Date: _____

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project/Projects of the cumulative capacity of MW [Insert cumulative Project capacity proposed] for Procurement of up to - ---- MW of Power from grid-Connected Solar Power Projects for long term basis, in response to the RfS No. _____ -- issued MSEDCL and MSEDCL considering such response to the RfS of [Insert the name of the Bidder] as per the terms of the RfS, the..... [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to MSEDCL at [Insert Name of the Place from the address of MSEDCL] forthwith on demand in writing from MSEDCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees -----[Insert amount not less than that derived on the basis of INR 4 Lakhs per MW of cumulative capacity proposed, only, on behalf of M/s. [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including [insert date of validity in accordance with Section 3.9 of this RfS] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____ (INR only).

Our Guarantee shall remain in force until [insert date of validity in accordance with Section 3.9 of this RfS]. MSEDCL shall be entitled to invoke this Guarantee till[insert date of validity in accordance with Section 3.9 of this RfS].

The Guarantor Bank hereby agrees and acknowledges that the MSEDCL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by MSEDCL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to MSEDCL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require MSEDCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against MSEDCL in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the

courts at Mumbai shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly MSEDCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by MSEDCL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to MSEDCL and may be assigned, in whole or in part, (whether absolutely or by way of security) by MSEDCL to any entity to whom MSEDCL is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained herein:

- (i) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees ____ only)*
- (ii) This Bank Guarantee shall be valid up to _____ and*
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before.. (mention period of the guarantee as found under clause (ii) above plus claim period of 3 months).*

IN WITNESS WHEREOF THE BANK, through its authorised officer has set its hand and stamp on this day of _____ in the city of _____

This Bank Guarantee shall be effective only when the BG message is transmitted by the issuing Bank through SFMS to Bank of India, Mumbai large corporate branch M.G. Road Fort, Mumbai - 400001

Signature :
Name:

Designation with Bank Stamp:
Official Address:

Witness 1
Signature :
Name:

Witness 2
Signature:
Name