

REPLY TO PRE-BID QUERIES FOR RFS NO.MSEDCL/RE/2021/500MW/Wind-Solar Hybrid/T-31 dated 07.05.2021

Sr. No.	Clause of RFS/PPA	Clause No.	Existing Clause	Bidders Query / Suggestion	MSEDCL's Reply
1	NIT	NIT	Due Date:	<p>We are keen to participate in the said tender and are evaluating various options of land and availability of connectivity for the projects which is taking significant time especially given the challenges posed by widespread epidemic caused by the outbreak of Coronavirus.</p> <p>In view of the above, we request you to kindly consider for extension of the bid submission due dates by at least 4 weeks.</p> <p>We believe this will not only bring excellent response from the bidders but also provide greater competition under the bid. This much desired extension of time will enable us to participate in this tender.</p>	Last date for bid submission is extended to 16.06.2021
2	RfS	Bid Information Sheet	Cost of RfS & Processing Fees payment	<p>Confusion due to 2 bank details shared by MSEDCL- In Cost of RfS & Processing fees bank details of MSEDCL mentioned is Bank of Maharashtra. Whereas in last row of Bid Information sheet with heading Bank details of MSEDCL contains Bank of India.</p> <p>Please clarify which account is to be used for payment of Cost of RfS (25,000 + GST) & Processing Fees (3 Lakhs + GST).</p>	Bank of India Account shall be used for Bank Guarantee purpose. Bank of Maharashtra shall be used for making payments towards cost of RfS and processing fees.
3	RfS	Definition	<p>Project: shall mean the Wind-Solar Hybrid Power Project, comprising Solar PV and Wind Power generation facilities having a single point or separate points of injection in to the grid at the Delivery Point/Interconnection Point/Metering Point at STU/CTU sub-station or in case of sharing of transmission lines, by separate injection at STU/CTU sub-station and having control systems and metering.....</p>	<p>Request you to clarify if a project can be set up in multiple blocks such that each block is located in different state. Can we bid for a capacity with Projects located in Mah & outside Mah such as -</p> <p>a. Solar Project in Maharashtra connected to STU + Wind Project in MP connected to CTU b. Solar Project in MP + Wind Project in Maharashtra connected to CTU</p>	The project can be set up in multiple locations such that one source location in one State and second source location in other state subjected to definition of Wind -solar hybrid project and minimum capacity for inter/intra state projects. The delivery Point of wind-solar hybrid project shall be at Maharashtra STU periphery.
4	RfS	Definitions	<p>Delivery Point / Interconnection Point / Metering Point</p> <p>Delivery Point - shall mean the point(s) of connection(s) at which energy is delivered into the Grid System</p> <p>a) For intra - state projects, at the voltage level of 33 kV or above of STU/MSETCL sub- station. .</p> <p>b) For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.</p> <p>Metering Point will be at - a) For new intra - state projects, metering shall be at the voltage level of 33 kV or above of STU/MSETCL sub-station including the dedicated transmission line connecting the Hybrid power project.</p> <p>b) For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.</p> <p>All expenses including wheeling charges and losses between the Project and the Metering Point shall be paid by the HPD without any reimbursement by the MSEDCL. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by HPD up to delivery point.</p>	<p>Request that for interstate projects the delivery point / interconnection point / metering point be the CTU substation.</p> <p>Clarification- As per RfS definitions delivery point shall be MSETCL STU periphery for CTU connected projects. Therefore losses from SPD's project (interconnection point) to MSETCL STU periphery (delivery point) shall be in account of HPD and losses after MSETCL STU periphery will be in account of MSEDCL.</p> <p>Please confirm that above understanding is correct.</p> <p>Project developer shall not responsible for any changes /amendments in the policy /regulations etc. of the utilities after the commissioning of the project and hence any changes/charges shall be borne by Owners under change in laws.</p>	<p>Being inter-state projects, the projects need to be connected at CTU/ISTS network at applicable level as per relevant CERC regulations and the metering point will be as per applicable CERC/CEA regulations. However, the energy settlement would be at Delivery point i.e MSETCL periphery/Maharashtra STU periphery.</p> <p>The all transmission charges and losses upto delivery point shall be in account of Hybrid power Generator and losses and losses beyond delivery point i.e MSETCL periphery will be in account of MSEDCL.</p>

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5	RfS	Definitions	Project/ Wind-Solar Hybrid Power Project/ Power Project - shall mean the Wind-Solar Hybrid Power Project, comprising Solar PV and Wind Power generation facilities having a single point or separate points of injection in to the grid at the Delivery Point/Interconnection Point/Metering Point at STU/CTU sub-station or <u>in case of sharing of transmission lines, by separate injection at STU/CTU sub-station and having control systems and metering.</u> The Project shall include all units/ modules and auxiliaries and associated facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to MSEDCL.	<p>In case of sharing of transmission lines by Wind & Solar components, there should be separate measurement of Wind & Solar power, accordingly definition shall be revised as suggested.;</p> <p>Project/ Wind-Solar Hybrid Power Project/ Power Project - shall mean the Wind-Solar Hybrid Power Project, comprising Solar PV and Wind Power generation facilities having a single point or separate points of injection in to the grid at the Delivery Point/Interconnection Point/Metering Point at STU/CTU sub-station or <u>in case of sharing of transmission lines, by separate injection at Pooling sub-station and having control systems and metering.</u> The Project shall include all units/ modules and auxiliaries and associated facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to MSEDCL.</p>	The request is not accepted. Bidder has to adhere the RfS condition.
6	RfS	RfS-1.2.5, PPA- 3.1 (xiii),	Wind-Solar Hybrid Power Developer (HPD) shall be responsible for arrangement of start-up power / auxiliary consumption	<p>To be deleted.- Please explain whether separate electricity connection is required for start-up power. We suggest that it can be deducted from tariff invoices at HT prevailing rates and after deduction SPD can be paid the final amount.</p> <p>Separate connection request is an additional burden to SPD.</p> <p>Wind-Solar Hybrid Power Developer (HPD) shall be responsible for arrangement of start-up power / auxiliary consumption and the same will be treated as per the concern state regulations.</p>	There will be no netting of Export and Import of energy. The import and export of energy charges separately for intra-state projects. The Successful bidder has to avail separate connection for import of energy for the intra-State projects. MSEDCL shall supply electricity to the Power Producer at the MSEDCL's prevailing HT Industrial Tariff rate in force from time to time and Generator shall pay for this electricity at applicable tariff. In case of inter-state projects, the bidders are advised to refer applicable State Regulations or CTU procedure.
7	RfS	3.2.2 (I) /Definition	Note: In the interest of utilizing the optimization potential offered by Wind- Solar Hybridization of the two resources, the HPD is free to declare the Project capacity of the Wind-Solar Hybrid Power Project at the STU/CTU Substation, which shall be considered as the Contracted capacity of the Wind-Solar Hybrid Power Project. The same Project capacity shall be entered in the Covering Letter and shall be considered as the Contracted Capacity under the PPA.	<p>Clarifications required.</p> <p>Any combination of wind and solar qualifies this condition. For e.g. 95 MW solar and 5 MW wind qualifies this min 33% condition but whether this is actually acceptable or not. May please Clarify.</p> <p>We request your confirmation on our understanding that in case of separate/multiple project locations a developer can get cumulative connectivity at all such locations greater than the PPA capacity such that the maximum energy scheduled at any given timeblock will not be exceed the PPA capacity, for e.g. the PPA capacity is of 500 MW with Solar installed capacity of 400 MW connected at STU and Wind installed capacity of 300 MW at CTU then the cumulative connectivity can be taken for 700 MW (400 MW STU and 300 MW CTU) such that maximum cumulative energy scheduled at any timeblock is 500 MW.</p>	<p>Clarification:- For optimization, bidders may connect both the sources at common interconnection point. However, in any case whether interconnection point is common or separate, under this RfS, a Wind-Solar Hybrid Power Project shall mean a Project comprising two „Resources“ - one Solar and one Wind Power Project. The rated Project capacity of one resource (wind or solar) shall be at least 33% of the total contracted capacity. (For e.g. if the total contracted capacity comprises of 200 MW then the minimum rated project capacity for wind will be 66 MW and for Solar 134 MW and vice versa).</p>
8	RfS	3.27	Right of MSEDCL to reject a Bid MSEDCL reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability.	<p>To be deleted.</p> <p>There is no need of this clause.</p> <p>Bidders invest a lot of time and money while participating in bids and cancellation of bids without any reason in injustice to bidders.</p> <p>Delete this clause. If required, please explain what is the logic behind this clause.</p>	The request is not accepted. Bidder has to adhere the RfS condition.
9	RfS	3.3	For solar modules and balance of systems, the technology to be adopted shall be commercially established technology or in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 as amended from time to time, whichever is applicable.	MSEDCL to provide clarity and way forward with respect to the applicability criteria of ALMM approved module manufacturers list. Applicability of ALMM list to be extended till SCD of the project i.e. all modules listed in ALMM from initial OM date of issuance and till SCD, even if, same is not part of list at time of SCD should be allowed.	It is to clarify that "The cells and modules used in the Project shall be sourced only in accordance with MNRE's O.M. dated 10.03.2021 on the subject "Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019- Implementation-Reg." and its subsequent amendments and clarifications, and updated anytime between the bid submission deadline upto the date of commissioning of the Project". Final details of the same shall be submitted 30 days before SCOD of project.

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10	RfS	3.5.3	A bidder which has been selected as successful Bidder based on this RfS shall execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the successful bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA. It is also clarified that the SPV shall be only for the purpose of the Project under this RfS and shall not engage in any other activities that are not directly related to the Project.	A bidder which has been selected as successful Bidder based on this RfS shall execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the successful bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA. It is also clarified that the SPV shall be only for the purpose of the Project under this RfS and shall not engage in any other activities that are not directly related to the Project. However, in case of separate point of injection, multiple SPVs, each of which would be 100% subsidiary of successful bidder, can be formed for wind and solar portion separately	The request is not accepted. Bidder has to adhere the RfS condition.
11	RfS	3.6.1	The Net-Worth of the Bidder for the financial year ended on 31.03.2020 shall not be less than INR 1.00 Crores per MW (of the capacity quoted in bid).	The Net-Worth of the Bidder for the financial year ended on 31.03.2020 or at least 7 days prior to bid submission based on provisional audited accounts shall not be less than INR 1.00 Crores per MW (of the capacity quoted in bid)...	The request is already covered under RfS conditions. 3.6.1 (b) Bidders shall have to furnish a Certificate from Chartered Accountants/Appropriate Authority, certifying the Net worth per MW of quoted capacity as on 31st March, 2020 or as on the date at least 7 days prior to the due date of bid submission
12	RfS	3.6. 2 (4)	For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.	For Bidders borrowing the strength of Foreign Parent, it may kindly be noted that only consolidated financials are maintained for as per the requisite standards. While Turnover and PBDIT are normally consolidated of all asset companies across the globe, it is to be noted that the Share Capital of the Parent reflects actual infusion into the Company. Therefore it has no bearing whether considered on Consolidated basis or on standalone (unconsolidated) basis. Considering that there shall not be any bearing we request MSEDCL to allow use of Consolidated financials for meeting the Networth Criteria. This shall only help MSEDCL to allow larger participation and discover a more competitive tariff. For the purposes of meeting financial requirements of Turnover or PBDIT , only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account. It is clarified that for the Purposes of Networth calculation even consolidated annual accounts can be used.	The request is not accepted.The bidder has to adhere to RfS provisions.
13	RfS	3.7	3.7 Connectivity with the Grid ii) The responsibility of getting the grid connectivity with CTU/STU shall entirely be of the successful bidder and the same shall be in the name of successful bidder/SPV. The successful bidder shall submit documentary evidence for securing its connectivity with grid from CTU/STU within 12 months from the date of signing of PPA.	3.7 Connectivity with the Grid ii) The responsibility of getting the grid connectivity with CTU/STU shall entirely be of the successful bidder and the same shall be in the name of successful bidder/SPV. The successful bidder shall submit documentary evidence for securing its connectivity with grid from CTU/STU within 18 months from the date of signing of PPA. Allow to use connectivity already issued in name of the developer in place of successful bidder. Considering, the past tender experiences, the same may be allowed.	The Request is partially accepted in line with MERC Order dated 19.09.2019 in Case No. 235 of 2019.The Clause is revised as under 3.7 Connectivity with the Grid ii) The responsibility of getting the grid connectivity with CTU/STU shall entirely be of the successful bidder and the same shall be in the name of successful bidder/SPV/Developer Provided that if Successful Bidder with whom PPA has been executed have the Grid connectivity in name of the develop, successful bidder shall submit Memorandum of Understanding (MoU) between successful bidder and developer for utilization of grid connectivity of developer by the successful bidder under this Tender. However, successful bidder shall fulfill all the responsibilities under this PPA. The successful bidder shall submit documentary evidence for securing its connectivity with grid from CTU/STU within 12 months from the date of signing of PPA.
15	RfS	3.7.v)	The successful bidder shall not be entitled to deemed generation in case of any delay in grant of connectivity and /or Open Access till the Delivery Point.	The successful bidder shall be entitled to deemed generation in case of any delay in grant of connectivity/readiness of Power Evacuation Infrastructure of STU/CTU. Grant of Connectivity/readiness of Power Evacuation Infrastructure of STU/CTU is beyond reasonable control of bidder. Hence bidder shall be compensated and further bidder shall not be penalised on account of this delay. Please modify clause accordingly.	The request can not be accepted.The bidder has to take due diligence while choosing the project location and finalizing the grid connectivity till financial closure

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16	RfS	3.7.(viii)	Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind/solar power till a certain date. In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, MSEDCL shall bear no liability with respect to transmission charges and losses levied, if any. Further, in case SCOD of the Project is prior to the above deadline of waiver of ISTS charges and losses, and commissioning of the Project is delayed beyond the above date for the reasons attributable to the HPD, the applicable transmission charges and losses shall be borne by the HPD.	<p>Force majeure clause shall be included in RfS, also.</p> <p>Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind/solar power till a certain date. In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever (except Force majeure event), MSEDCL shall bear no liability with respect to transmission charges and losses levied, if any. Further, in case SCOD of the Project is prior to the above deadline of waiver of ISTS charges and losses, and commissioning of the Project is delayed beyond the above date for the reasons attributable to the HPD, the applicable transmission charges and losses shall be borne by the HPD.</p> <p>Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind/solar power till a certain date. In case the SCD of the Project is before the date till above ISTS waiver is applicable, and if the Project is granted extension in the SCD on account of Force Majeure, or for delay on the part of the transmission provider in providing the transmission even after having taken the requisite steps in time; or on account of delays on the part of any Government Agency, and the Project is commissioned before the extended SCD; it will get benefit of waiver of inter-state transmission charges. However, in case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver/extended SCD as above, due to reasons attributable to the WPD, the liability of transmission charges and losses would be to the account of the WPD.</p>	The request is not accepted. Bidder has to adhere the RfS condition.
17	RfS	3.7.8	In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, MSEDCL shall bear no liability with respect to transmission charges and losses levied, if any. Further, in case SCOD of the Project is prior to the above deadline of waiver of ISTS charges and losses, and commissioning of the Project is delayed beyond the above date for the reasons attributable to the HPD, the applicable transmission charges and losses shall be borne by the HPD.	<p>Please confirm that in the event the SCD is before the waiver deadline and the commissioning goes beyond the waiver date, for reasons beyond the reasonable control of HPD, the Project shall be deemed commissioned prior to waiver deadline. Also, we request the following -</p> <p>a. In case there is a delay in grant of connectivity then SCOD has to be extended for the no of days of delay</p> <p>b. In case the substation or the evacuation infra is not ready by SCOD, then SCOD to be extended for 30 days beyond the operationalization of substation</p> <p>c. For CTU substations – if the delay in operationalization of CTU substation / evac infra beyond the CTU injection point results in Project commissioning going beyond sunset date of ISTS charges / losses waiver, then as per SBD the Project be deemed commissioned before the sunset date & Inter state charges / losses waiver to be provided.</p>	The bidder has to adhere to RfS condition.
18	RfS	3.8	3.8 Clearances required from the Central/State Government and other local bodies. The Bidders are required to obtain necessary clearances and permits as required for setting up the Wind-Solar Hybrid Power Projects.	<p>Hybrid Power developers will put their best of efforts for obtaining the Grid connectivity, Evacuation Network Drawing approvals, Inspection call ...etc. Sometimes MSETCL is not entertaining Non-Government agencies/ developers/EPC Contractors etc. for follow ups and obtaining approvals. During those conditions, MSEDCL need to support with HPD. Please confirm.</p> <p>3.8 Clearances required from the Central/State Government and other local bodies. The Bidders are required to obtain necessary clearances and permits as required for setting up the Wind-Solar Hybrid Power Projects.</p>	The request is not accepted. The bidder has to adhere RfS condition.
19	RfS	3.9.1	Earnest Money Deposit (EMD) of Rs. 5 lakh / MW per Project in the form of Bank Guarantee along with RfS according to Format 6.3 A and valid for 09 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.	As per Ministry of Finance Office Memorandum No. F.9/4/2020-PD dated 12 November 2020, EMD requirement is waived off by submitting bid security letter. As per recent SECI. GUVNL & NTPC bids, EMD submission is waived off. Similar changes shall be made to this tender as well.	The request is not accepted. The RfS conditions will prevail.

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20	RfS	3.9.2	The Bidders selected by MSEDCL, based on this RfS shall submit the Performance Bank Guarantee (PBG) of INR 10 Lakh/MW...	<p>Please incorporate proposed provisions as per the guidelines for Tariff Based Competitive Bidding Process for procurement of power from Grid Connected Wind Solar Hybrid Projects, dated 14.10.2020 issued by MNRE.</p> <p>As an alternative mechanism, the Generator may submit Letter(s) of Undertaking from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC) in place of EMD and / or PBG, to pay in case situation of default by Generator in terms of PPA arises, in terms of relevant orders issued by MNRE.</p>	The request is not accepted. The bidder has to adhere to RfS conditions.
21	RfS	3.9.4 & 3.11.1	The successful bidders are required to sign PPA with the MSEDCL within 1 month after the date of issue of LoA.	<p>Clause is contradictory to clause 3.11.1, 4ht line;</p> <p>The PPA shall be signed within 1 month from the adoption of Tariff by MERC.</p> <p>The successful bidders are required to sign PPA with the MSEDCL within 1 month from the adoption of Tariff by MERC.</p>	<p>3.9.4 /Format 6.1 (3) is revised as follows:</p> <p>The request is not accepted. The PPA will be executed within 1 month from the date of issue of Letter of Award (LoA) or date of MERC approval whichever is later.</p>
22	RfS	3.9.5 & 3.15.7	<p>3.9.5 If the Successful Bidder fails to achieve Financial Closure as prescribed in Clause 3.13, the MSEDCL shall encash the Performance Bank Guarantee (PBG) unless the delay caused due to a Force Majeure event. An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Wind-Solar Hybrid Power Generator, upon submission of a fresh Performance Bank Guarantee (PBG) with the same conditions, value and validity as stated in Section 3.9 (ii) above. This extension will not have any impact on the SCOD. However, such amount of encashed PBG shall be returned to the Wind-Solar Hybrid Power Generator without any interest within a period of 30 days of achievement of successful commissioning provided such commissioning is within the SCOD.</p> <p>3.15.7 An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Wind-Solar Hybrid Power Generator, on payment of penalty of Rs.10000/- per day per MW (excluding 18% GST, if applicable). This extension will not have any impact on the Scheduled Commissioning Date (SCOD). However such amount of penalty paid so shall be returned to the Solar Power Generator without any interest within a period of 30 days of achievement of successful commissioning provided such commissioning is within the Scheduled Commissioning Date (SCOD).</p>	<p>1. Clause 3.9.5 & 3.15.7 both has different treatment of Financial Closure extension. Request MSEDCL to clarify that which treatment of Financial Closure will be applicable.</p> <p>2. If there is a delay for Financial Closure and HPD pays the penalty as mentioned, the PBG will not be encashed, please clarify.</p> <p>3. we request MSEDCL to reduce penalty for FC extension to INR 1000 / MW / day, which the prudent practice by GUVNL, SECI and other Tender Inviting Authorities.</p>	<p>The Clause No. 3.9.5 shall be read as below:-</p> <p>If the Successful Bidder fails to achieve Financial Closure as prescribed in Clause 3.13, the MSEDCL shall encash the Performance Bank Guarantee (PBG) unless the delay caused due to a Force Majeure event. An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Wind-Solar Hybrid Power Generator, on payment of penalty of Rs.10000/- per day per MW (excluding 18% GST, if applicable). This extension will not have any impact on the Scheduled Commissioning Date (SCOD). However such amount of penalty paid so shall be returned to the Hybrid Power Generator without any interest within a period of 30 days of achievement of successful commissioning provided such commissioning is within the Scheduled Commissioning Date (SCOD).</p>
23	RfS	3.11.1	However, the HPD will be allowed to change the location of the Project(s) until the achievement of Financial Closure without any change in the project configuration	HPD shall be allowed to change location till SCOD and not FC	The request is not accepted. Bidder has to adhere the RfS condition.
24	RfS	3.11.1	Note:The final project configuration, adding up to the cumulative capacity awarded to the bidder may be intimated to MSEDCL at the time of signing of PPA, which shall remain unchanged subsequent to signing of PPA. However, the HPD will be allowed to change the location of the Project(s) until the achievement of Financial Closure without any change in the project configuration. Delays in connectivity and/or LTA for the Project(s) on account of such changes in Project locations, which differ from the details provided in the Covering letter, shall be at the risk of the Successful Bidder.	Note:The final project configuration, adding up to the cumulative capacity awarded to the bidder may be intimated to MSEDCL at the time of signing of PPA, which shall remain unchanged subsequent to signing of PPA. Delays in connectivity and/or LTA for the Project(s) on account of such changes in Project locations, which differ from the details provided in the Covering letter, shall be at the risk of the Successful Bidder.	The request is not accepted. Bidder shall adhere to RfS condition.

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25	RfS	3.11.1	Single PPA will be executed between MSEDCL and successful bidders or its 100 % SPV for each project. The PPAs shall be valid for a period of 25 years from Commercial Operation Date as per provisions of PPA.	As wind and solar projects can be located in different locations, bidding entity should get the flexibility to nominate multiple SPV's and contracted capacity to be divided among those SPV's during PPA signing. Some of the developers have already identified projects and acquired permits/land in SPV's, as bidding to be done with one entity, option to be given to bidder to develop project with multiple SPV's depending on no of sites. Other related clauses to be modified accordingly Same PPA will be executed between MSEDCL and successful bidders or its 100 % SPV for each project for wind and solar portion separately in case of separate point of injection. The PPAs shall be valid for a period of 25 years from Commercial Operation Date as per provisions of PPA.	The request is not accepted. Bidder has to adhere the RfS condition.
26	RfS	3.11.4	Bidder shall identify the 100% (hundred per cent) land at the time of bid submission and submit documents / Lease Agreement to establish possession and right to use 100 % of the required land in the name of the Bidder for a period not less than the complete term of PPA, one month before SCoD. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or MSEDCL, in case of default of the Bidder. At the time of Bid submission, the Bidder shall submit following details for identification of land i) Sworn affidavit from the authorized person of the successful bidder listing the details of the land and certifying total land required for the project. ii) Copy of key plan drawing showing survey number, plot number, point of installation of Wind-Solar Hybrid project with capacity.	Please clarify when HPD needs to submit 100% identification of land. Clause 3.11.4 & 3.16.3 differs about the same. Request MSEDCL to change this clause at the time of SCOD and not at the time bid submission. Also, please clarify whether we need to declare two affidavits in case we are considering multiple locations(one for wind & other for solar). We request MSEDCL to amend the RfS clause suitably to read that land needs be demonstrated prior to COD, as is the case in all recent SECI/NTPC PPAs, project developer required to demonstrate 100% possession of land prior to COD.	Identification/location of land at the time of bid submission and submission of relevant documents to establish possession and right to use 100 % (hundred per cent) of the required land in the name of the Bidder before one month before SCoD. Bidder to submit single affidavit for the Wind-Solar Hybrid Project.
27	RfS	3.12.1	The HPD shall maintain generation so as to achieve annual CUF not less than 90% of the declared value (i. e. minimum CUF) and not more than 120% of the declared CUF value, during the PPA duration of 25 years. The lower limit will, however, be relaxable by MSEDCL to the extent of grid non -availability for evacuation which is beyond the control of the HPD.	The declared CUF shall in no case be less than 19% over a year. They shall maintain generation so as to achieve CUF in the range of 90%-80 % and + 120% of their declared value during PPA duration	The request is not accepted. Bidder has to adhere the RfS condition.
28	RfS	3.12.3	In case the availability is more than the maximum annual CUF specified, the Power producer will be free to sell it to any other entity provided first right of refusal will vest with MSEDCL. In case the MSEDCL purchases the excess generation, excess generation over and above maximum annual CUF, the same may be done at 75% of the PPA tariff.	MSEDCL is at an option to buy this excess power and the option would be exercised in case of excess demand and to meet RPO targets. Hence, HPD should not be penalized for fulfilling the demand of DISCOMs and the excess off-take should be treated on par with normal generation In case the availability is more than the maximum annual CUF specified, the Power producer will be free to sell it to any other entity provided first right of refusal will vest with MSEDCL. In case the MSEDCL purchases the excess generation, excess generation over and above maximum annual CUF, the same may be done at 75%-100% of the PPA tariff.	The request is not accepted. Bidder has to adhere the RfS condition.
29	RfS	3.13	The Wind-Solar Hybrid Power Generator(s) shall be allowed repowering for a maximum cumulative period of six (6) months during the entire PPA term of 25 years	Request that the Clause be aligned with the following SECI Clause: "The HPDs will be free to reconfigure and/or repower the project from time to time during the PPA duration."	The request as regards the repowering is accepted and as regards the reconfiguration is rejected. The bidder has to maintain generation as per committed/declared CUF range (- 90%/+120%) and MSEDCL will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) and compensation against change in law for the repowered capacity shall not be allowed.
30	RfS	3.13 c(i)	The bidder shall identify 100% of the land area required for the project. The land used from the project on lease hold basis or right to use basis will be accepted in case of both government land and private land. Where, leasing of private land is involved, the lease should allow transfer of land to the Procurer, in case of default of the Solar Power Generator	A leased land cannot be transferred to other party even in the event of any default as the ownership rests with the original owner and not the Bidder / SPV. Therefore the suggested change may kindly be adopted. The bidder shall identify 100% of the land area required for the project. The land used from the project on lease hold basis or right to use basis will be accepted in case of both government land and private land. Where, leasing of private land is involved, the lease should allow step in rights transfer of land to the Procurer or such selectee determined by the Project Lender for the balance PPA tenor, in case of default of the Solar Power Generator.	The clause shall be read as under: The bidder shall identify 100% of the land area required for the project. The land used from the project on lease hold basis or right to use basis will be accepted in case of both government land and private land. Where, leasing of private land is involved, the lease should allow transfer of land to the Procurer or lenders, in case of default of the Solar Power Generator.

Sr. No.	Clause of RFS/PPA	Clause No.	Existing Clause	Bidders Query / Suggestion	MSEDCL's Reply
31	RfS	3.14	Minimum Generation Compensation = 100% of (Average Generation per hour during the Month) (number of lockdown hours during the month) x PPA tariff	Please explain what is the meaning of Lockdown hours. If it means backdown, Request MSEDCL to Change lockdown to backdown hours. Also, multiplication symbol is missing from the formula, Please provide definition of Average Generation	Formula in Clause No. 3.14 -Provision for Generation Compensation shall be read as under:- Minimum Generation Compensation = 100% of (Average Generation per hour during the Month) x (number of backdown hours during the month) x PPA tariff. Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month.
32	RfS & PPA	RfS 3.14 and PPA 5.6.5	The Power Producer shall follow the forecasting and scheduling process as per MERC/CERC 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 Renewable Power Projects. Accordingly, no Wind-Solar Hybrid power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). 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 CTU / STU s / Discom's evacuation system for safe operation of its Grid or safety of any personnel or the other such condition, the Power Producer shall suitably back down their generation. In case of backing down situation except for the reasons cited above, the Power Producer will be eligible for generation compensation from MSEDCL after receipt of Regional Energy Account /State Energy Account as under:	The Power Producer and Procurer shall follow the forecasting and scheduling process as per MERC/CERC 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 Renewable Power Projects. Accordingly, no Wind-Solar Hybrid power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). 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 CTU / STU s / Discom's evacuation system for safe operation of its Grid or safety of any personnel or the other such condition, the Power Producer shall suitably back down their generation. Such a backdown will be recorded and reported to RLDC/ NLDC. RLDC/NLDC will examine the issue of grid safety security and give a finding that the issue of grid safety existed. In case of backing down, including non-dispatch of power due to non-compliance with "Order No. 2312212019-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 , situation except for the reasons cited above, the Power Producer will be eligible for generation compensation from MSEDCL after receipt of Regional Energy Account /State Energy Account as under:	The request is accepted. The clause No. 3.14 of RfS and 5.6.5 of PPA shall be read as follows:- The Generator and the Procurer shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. 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 hybrid power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In case of Backdown, including non-dispatch of power due to non-compliance with "Order No. 2312212019-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
33	RfS	3.15.2	Tie-up letter of 100% Financing Arrangements: internal resources and/or tie up funds through a bank/ financial institution by way of a legally binding agreement/sanction letter for commitment of such finances. The successful bidder shall submit the undertaking that legally binding agreement shall be submitted within two months and submit the following indicative documents for attaining financial closure: i) The Loan Agreement between the lender and the Power Producer ii) The Detailed Project Report (DPR). iii) Connectivity Agreement with STU/CTU; and	"The successful bidder shall submit the undertaking that legally binding agreement shall be submitted within two months and submit the following indicative documents for attaining financial closure. Please elaborate the "legally binding agreement" nad also the timeline for submission of such document is mentioned as two months, so please clarify from when the two months starts.	Two months period starts from Financial Closure date mentioned in PPA.
34	RfS	3.15.2.i	The Loan Agreement between the lender and the Power Producer	The Loan Agreement/Sanction letter between the lender and the Power Producer. Please include sanction letter as an alternative to loan agreement for Tie-Up of 100% Financing Arrangements. It is standard document, which is acceptable to all bidding Agencies. Also when Sanction letter is submitted, than submission of Loan Agreement shall not be required. There is no point of submitting bunch of documents for same purpose. Please elaborate same	The request is not accepted. Bidder has to adhere the RfS condition.
35	RfS	3.15.5	In case of delay in achieving above condition as may be applicable, MSEDCL shall encash Performance Bank Guarantees and shall remove the Project from the list of the selected Projects, unless the delay is on account of Force Majeure as per PPA.	Request MSEDCL to remove "shall remove the Project from the list of the selected Projects" wording	The request is accepted. The clause no. 3.15.5 shall be read as under:- In case of delay in achieving above condition as may be applicable, MSEDCL shall encash Performance Bank Guarantees, unless the delay is on account of Force Majeure as per PPA.
36	RfS	3.15.7, 3.9 (v), 4.2.2.	Extension of Financial Closure penalty: ₹10,000/MW	An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Wind-Solar Hybrid Power Generator, <u>upon payment of penalty of Rs 1000/-per day per MW(excluding 18% GST, if applicable).</u> <u>This extension will not have any impact on the Scheduled Commissioning Date (SCOD). However such amount of penalty paid so shall be returned to the Solar Power Generator without any interest within a period of 30 days of achievement of successful commissioning provided such commissioning is within the Scheduled Commissioning Date (SCOD)</u>	The request is not accepted.The bidder has to adhere to RfS provisions.
37	RfS	3.16.1	Commissioning certificates shall be issued by RLDC/ SLDC/ DISCOM after successful commissioning of the Project.	Commissioning certificates shall be issued by RLDC/SLDC/DISCOM/State RE Implementing Agency).... after successful commissioning of the Project	The request is not accepted.In case RLDC/SLDC not certifies the commissioning ,MSEDCL will depute officers for observing commissioning of the project.
38	RfS	3.16.1	The Projects shall be commissioned within a period of 18 (eighteen) months from the date of execution of the PPA, in line with the Procedure elaborated in PPA document.	The Projects shall be commissioned within a period of 24 (twenty) months from the date of execution of the PPA, in line with the Procedure elaborated in PPA document.	The request is not accepted. Bidder has to adhere the RfS condition.

Sr. No.	Clause of RFS/PPA	Clause No.	Existing Clause	Bidders Query / Suggestion	MSEDCL's Reply
39	RfS	3.16.2	The Successful Bidder shall be required to obtain Developer and / or Transfer Permission, Copy of key plan drawing showing survey number, plot number, point of installation of solar project with capacity.	Clarification- This condition is not applicable for CTU projects. Please modify this clause.	The request is not accepted. Bidder has to adhere the RfS condition.
40	RfS	3.16.5	Irrespective of dates of part commissioning, the PPA will remain in force for a period of 25 years from the SCOD	Irrespective of dates of part commissioning, the PPA will remain in force for a period of 25 years from the <u>COD/ Extended COD.</u>	The request is not accepted. The bidder has to adhere to PPA provisions.
41	RfS	3.16.5	Part Commissioning	Please mention Tariff at which MSEDCL will procure power in case of early part commissioning. Request MSEDCL to procure power at 100% Tariff for early part as well as full commissioning	The clause no. 3.16.6 shall be read as follows: Early Commissioning- The HPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCOD subject to availability of transmission connectivity and Long-Term Access (LTA). In cases of early commissioning, the HPD will be free to sell it to any other entity provided first right of refusal will vest with MSEDCL. MSEDCL shall provide refusal within 30 (thirty) days from the receipt of the request, beyond which it would be considered as deemed refusal. Procurement of such early commissioned power, if accepted by the MSEDCL, shall be done at the PPA tariff.
42	RfS	3.18.vi	In case, the financial eligibility and qualification is attained through financials of Parent Company, then the shareholding pattern of the Parent Company shall not change till the achievement of Financial Closure and the shareholding pattern of the bidding entity shall not change till one year from the date of COD	To be deleted. MSEDCL shall not restrict parent and bidder from changing shareholding as we have equity infusion, ESOP allocation etc. Further bidder is unable to ascertain the timelines of PPA signing. There may be cases where certain investors and new stakeholders are brought into company at HOLCO and SPV level at a time between bid submission, PPA signing, FC and SCOD of project. Therefore it will be a problem to bidder. Hence it shall be deleted.	The request is not accepted. The bidder has to adhere to RfS provisions.
43	RfS	3.21 (xv)	The above O.M. and its associated orders issued by the Ministry of Finance will be applicable on this tender and changes in taxes/duties on account of the above, shall not be considered under "Change in Law" under the PPA.	Any modification in the taxes/ duties on account of O.M. and orders issued by Ministry of Finance should be considered under Change in Law.	Bidder has to adhere the RfS condition.
44	RfS	3.21 (xv)	The bidders are advised to take cognizance of the O.M. dated 09.03.2021 issued by MNRE, on the subject of "Imposition of Basic Customs Duty (BCD) on Solar Cells & Modules/Panels", while preparation of their response to this RfS.	We understand that BCD OM should not be considered under Change in Law. However, it is requested to consider any revision in the BCD OM resulting in change in project cost under change in law e.g. change in rates of duties mentioned in the OM, introduction of a new duty/ cess etc	Please refer Clause No. 9.1.1 Change in Law" means the occurrence of any of the following events after the last date of bid submission resulting into any additional recurring/ non-recurring expenditure by the HPD or any income to the HPD....
45	RfS	3.23.1	Documents to be submitted Offline (in Original)	To be waived off. Due to current spread of Pandemic, it is requested to waive off OFFLINE BID Submission. Currently all travel has been suspended till situation normalizes. Hence please modify the clause accordingly.	The request is not accepted. The bidder has to adhere to RfS provisions.
46	RfS	3.20(xii)(h) and 1.3.3	Activity wise schedule for meeting timelines/milestones as per RfS at the time of bid submission such as Land Procurement, Grid Connectivity, Material Procurement, tentative date/month of procurement of Solar Modules/Panels/wind turbines, Country of Import, if not domestically procured - Solar Modules/Panels, Start and Completion of construction activities etc.(Format 6.8)	Submission of Activity wise schedule is not feasible during bid submission. This is so because many details like land, connectivity, module manufacturers etc might not be available at the time of submission of bids. In order to timely completion of project, the bidder shall submit activity wise schedule for meeting timelines/milestones as per RfS at the time of Financial Closure such as Land Procurement, Grid Connectivity, Material Procurement, tentative date/month of procurement of Solar Modules/Panels, Country of Import, if not domestically procured - Solar Modules/Panels, Start and Completion of construction activities etc.	The request is partially accepted. The clause is revised as under:In order to timely completion of project, the bidder shall submit activity wise Tentative schedule for meeting timelines/milestones as per RfS at the time of Bid Submission such as Grid Connectivity, Material Procurement, tentative date/month of procurement of Solar Modules/Panels, Country of Import, if not domestically procured - Solar Modules/Panels, Start and Completion of construction activities etc. However, if any revision in given schedule, Bidder shall submit it at the time of Financial Closure.

Sr. No.	Clause of RFS/PPA	Clause No.	Existing Clause	Bidders Query / Suggestion	MSEDCL's Reply																
47	RfS	4.1	Clause 4.1 (2) & 4.2 B(iii)	There is a contradiction. Clause 4.1(2) says that if the no of bidders is less than 2 , MSEDCL shall repeat the process 3 times, whereas in Clause 4.2(b) 3 it says that if the no of bidder is one then MSEDCL will decide along with MERC. Please align.	It is to clarify that, even after 3 attempts ,if it is found that only one bidder is eligible, opening of the financial bid of the bidder will be at the discretion of MSEDCL and in case if single bidder to be allowed then MSEDCL will take appropriate action in consultation with MERC.																
48	RfS	4.1	Elimination before RA	Request that all techno commercially qualified bidders be allowed for RA. Please clarify if elimination wil happen if the no of bidders is more than 5, but the capacity is less than 500 MW	It is to clarified that ,even if the no. of bidders are more than 5, but the capacity is less than 500 MW,then bidder or bidders with the highest quoted Tariff shall be disqualified from this Tender process.																
49	RFS	Page 35 of 98	The part commissioning should not be construed by just installing one source of generation, the HPD shall install both Solar and Wind capacities in proposed ration on pro-rata basis.	Part commissioning shall be allowed based on readiness of delivery point. If delivery point is not ready at one location, this shall not stop / delay commissioning and operation of other technology / power plant.	The request is not accepted. Bidder has to adhere the RfS condition.																
50	RfS	Format 6.1, point no - 10	Further, the project shall not be considered as commissioned unless the connectivity with STU / C T U/DISCOM grid is established, SNA/MEDA registration certificate and R L D C / S L D C / DISCOM issues certificate of commissioning. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration	We request that the issuing of commissioning certificate be not linked with MEDA registration. We understand the importance of the same and shall abide by the process o MEDA registration, however would request you omit the requirement of MEDA registration for issuing the commissioning certificate as it is a cumbersome process.	The request is not accepted.The bidder has to follow the prevailing State RE policy of Govt.of Maharashtra and its methodology for the projects in Maharashtra.																
51	RfS	Format 6.1, point no - 10			The table in covering letter 6.1 of RfS is modified as below , specify capacity of wind/solar in wind-solar hybrid project. <table><tr><th>S. No.</th><th>Source (Wind/Solar)</th><th>Capacity (MW)</th><th>Location of Project (Vill., Tal. Dist.)</th></tr><tr><td>1</td><td></td><td></td><td></td></tr><tr><td>2</td><td></td><td></td><td></td></tr><tr><td>3</td><td></td><td></td><td></td></tr></table>	S. No.	Source (Wind/Solar)	Capacity (MW)	Location of Project (Vill., Tal. Dist.)	1				2				3			
S. No.	Source (Wind/Solar)	Capacity (MW)	Location of Project (Vill., Tal. Dist.)																		
1																					
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52	PPA	Definitions	Definition: "Government Instrumentality" shall mean the GoI, the GoM and their ministries, inspectorate, departments, agencies, bodies, authorities, legislative bodies.	The definition should include the Government of the state in which the project is being set up by the HPD Hence, we request you to revise the said clause as under: "Indian Governmental Instrumentality": shall mean the Government of India, Governments of state(s)..... [Insert the name(s) of the state(s) in India, where the Power Project, MSEDCL and HPD are located] and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government(s) or both, any political sub-division of any of them; including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;	The request is not accepted.The RfS conditions will prevail.																
53	PPA	Definitions	However, in case of any mismatch/contradiction between provisions of different documents, following shall be the order of precedence:- 1. Power Purchase Agreement 2. RfS Documents	To be deleted. Since both documents are part of bid and have been uploaded by MSEDCL as part of bid, both shall bear equal precedence. There might be certain clause of RfS which may favour bidder and which may not be part of PPA. It will be problem to bidder after project is awarded. Please delete these clauses.	The request is not accepted. Bidder has to adhere the RfS condition.																

Sr. No.	Clause of RFS/PPA	Clause No.	Existing Clause	Bidders Query / Suggestion	MSEDCL's Reply
54	PPA	4.1.3	The synchronization equipment and all necessary arrangements / equipment including Remote Terminal Unit (RTU) for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the HPD at its generation facility of the Power Project at its own cost. The HPD shall synchronize its system with the Grid System only after the approval of CTU/STU and RLDC/SLDC or DISCOM	Data transmission to concern authority (RLDC/SLDC) as per grid shall be from two physically different equipment's one from Solar farm and one from Wind Farm, as both project are in different location, kindly confirm if this is acceptable to RLDC/SLDC ? Also kindly confirm whether developers would be required to undertake separate scheduling for wind and solar components or a single scheduling for hybrid project?	As per prevailing Regulations of CERC/SERC.
55	PPA	4.1.8	In case the HPD wishes add up capacities (Wind +Solar) of multiple locations to meet part commissioning requirements, it is allowed only in case HPD completed entire capacity proposed under such locations	In case the HPD wishes add up capacities (Wind +Solar) of multiple locations to meet part commissioning requirements, <u>HPD shall install both solar and wind capacities in pro-rata basis on proposed rations in multiple locations</u>	It is already elaborated in 4.1.7 of PPA.
56	PPA	4.1.9	In case of part-commissioning of the Project, land corresponding to the part capacity being commissioned, shall be required to be demonstrate possession of land by the HPD prior to declaration of commissioning of the said part capacity. Irrespective of dates of part commissioning, the PPA will remain in force for a period of 25 years from the SCD or from the date of full commissioning of the projects, whichever is earlier.	We request MSEDCL to amend the RfS clause suitably to read that land needs be demonstrated prior to COD, as is the case in all recent SECI/NTPC PPAs, project developer required to demonstrate 100% possession of land prior to COD.	The request is not accepted. Bidder has to adhere the RfS condition.
57	PPA	4.2	Performance Bank Guarantee	Performance Bank Guarantee/Payment on Order Instrument (POI)	The request is not accepted.The RfS conditions will prevail.
58	PPA	5.6.2	Shortfall in minimum generation	Please clarify what is the treatment for shortfall in first year	Please refer clause No.5.6.1 of PPA.
59	PPA	6.3 Late Payment	For payment of Monthly bill by MSEDCL thirty (30) days beyond its due date, if paid after Due date of Payment, a late Payment charge shall be payable by MSEDCL to the HPD 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.	For payment of Monthly bill by MSEDCL thirty (30) days beyond its due date, if paid after Due date of Payment, a late Payment charge shall be payable by MSEDCL to the HPD 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.	The request is not accepted. The due date will be thirty (30) days from the date of receipt of the Tariff Invoice (through MSEDCL billing portal).
60	PPA	6.4	For payment of any Bill on or before Due Date, the following Rebate shall be paid by the wind power generator to MSEDCL in the following manner: i)A rebate of 2% shall be payable to MSEDCL for the payments made within a period of 10 days of the presentation of hard copy of Bill along with required supporting documents at MSEDCL office. ii)Any payments made beyond a period of 10 days of the date of presentation of hard copy of Bill along with required supporting documents at MSEDCL office up to the due date shall be allowed a rebate of 1%.	For payment of any Bill on or before Due Date, the following Rebate shall be paid by the wind power generator to MSEDCL in the following manner: i) <u>A rebate of 1% shall be payable to MSEDCL for the payments made within a period of 15 days</u> of the presentation of hard copy of Bill along with required supporting documents at MSEDCL office	The request is not accepted. Bidder shall adhere the RfS condition.
61	PPA	6.5.1 iii) b)	b) The amount of the Letter of Credit shall be equal to one month's projected payments during first contract year and thereafter during each contract year the amount of Letter of Credit shall be an average monthly bill in previous contract year.	b) The amount of the Letter of Credit shall be equal to one two month's projected payments during first contract year and thereafter during each contract year the amount of Letter of Credit shall be an average monthly bill in previous contract year. Lets Assume that for Jan'23, HPD raises bills on 5th Feb'23 and the same gets due on 5th Mar'23. HPD encashes LC on 6th/7th. MSEDCL is liable to replenish the same by 7th April. In the meanwhile, HPS raises a bill for Feb'23 on 3rd March which gets due on 3rd April, but HPD is unable to do so as MSEDCL replenishes exactly on 7th.	The request is not accepted. Bidder shall adhere the RfS condition.
63	PPA	5.6.5	Generation Compensation due to backed down. The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA) / State Energy Accounts. It is clarified that the above compensation shall not be applicable in case must run status is withdrawn by applicable regulations in future	In addition to Generation compensation request you to provide SCOD extension as well. The generation compensation must be applicable in case must run status is withdrawn by applicable regulations in future	The request is not accepted. This will be effective as per prevailing Regulations.
64	PPA	6.5.1 (i)	MSEDCL shall establish and maintain irrevocable and unconditional revolving Letter of Credit in favour of, and for the sole benefit of, the HPD for the contracted capacity. All the cost incurred by MSEDCL for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by the HPD.	MSEDCL shall establish and maintain irrevocable and unconditional revolving Letter of Credit in favour of, and for the sole benefit of, the HPD for the contracted capacity. All the cost incurred by MSEDCL for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by <u>MSEDCL</u> .	6.5.1 Revolving Letter of Credit shall be read as follows:- ----- All the cost incurred for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by the MSEDCL.
65	PPA	8.2.2	Non-Natural Force Majeure	We request that delay in grant of connectivity with CTU/STU be considered under Non-Natural Force Majeure Event	The request is not accepted.The bidder has to adhere to PPA provisions
66	PPA	8.9.3	Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Events.	As per the guidelines, Payments during such FM event can be deferred. Therefore provision may be modified accordingly.	The request is not accepted.The bidder has to adhere to PPA provisions

Sr. No.	Clause of RFS/PPA	Clause No.	Existing Clause	Bidders Query / Suggestion	MSEDCL's Reply
67	PPA	9.2	<p>CHANGE IN LAW(PPA Clause):- TFormula to calculate adjustment in the monthly tariff due to the impact of Change in Law, Allowable Change in Law Compensation (P) = Actual per MW variation in expenses on account of Change in Law event x Allowable DC capacity for Change in Law compensation; Then, the modification in PPA tariff (M.T.) for compensating the financial impact is given by $M.T. = Y/X$ Where X = estimated monthly electricity generation (in kWh) = $(1/12) X$ [contracted capacity of the RE power plant as per PPA (in MW) x Annual CUF declared in PPA (in %) x 8760 hour x 10]; and $Y = [(PxMr)\{(1+Mr)n\}] \div [\{(1+Mr)n\}-1]$ where, 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.</p>	<p>In case of Change in Law as approved by the Appropriate Commission, the SPD/ MSEDCL/ Buying Entities (as the case may be) shall be entitled for relief as follows: Every net increase/decrease of Rs.1 lakh per MW in the Project Cost, for reasons other than those wherein such extension is on account of payment of liquidated damages, penalty or any other charges, as the case may be, shall be liable for corresponding increase/decrease of an amount equal to Rs 0.005 /kWh. Any such change, shall be considered upto three digits after the decimal point, and remaining digits, if any, shall be ignored.</p>	The request is not accepted.The bidder has to adhere to PPA provisions.
68	PPA	9.2.2	Change in Law Relief	Request that the increase / decrease in tariff be limited to actual DC capacity or 150% (One hundred & fifty percent) of contracted AC capacity, whichever is lower.	The request is not accepted. Please refer clause No. 9.2.5 of PPA.
69	PPA	9.2.2	"...subject to the provision that Appropriate Commission recognizes such provisions at the time of adoption of tariff by the Appropriate Commission and any decision in this regard shall be governing on Power producer and MSEDCL."	Please clarify which provisions are being talked about in this Clause.	The provision states regarding relief under Change in Law.
70	PPA	9.2.3	If a Change in Law results in the Power Producer's costs directly attributable to the Project being decreased or increased by one percent (1%), of the estimated revenue from the Electricity for the Contract Year for which such adjustment becomes applicable or more, during Operation Period, the Tariff Payment to the Power Producer shall be appropriately increased or decreased with due approval of MERC.	We request to remove this clause and any cost implication should be passed on to developer.	The request is not accepted.The bidder has to adhere to PPA provisions.
71	PPA	9.2.5	Formula to calculate adjustment in the monthly tariff due to the impact of Change in Law Allowable Change in Law Compensation (P) = Actual per MW variation in expenses on account of Change in Law event x Allowable DC capacity for Change in Law compensation	<p>Request you to define Allowable DC capacity for Change in Law compensation for the solar component</p> <p>We request you to allow the change in law for the actual DC capacity or 150% (One hundred & fifty percent) of contracted AC capacity, whichever is lower.</p>	<p>for the purpose of compensation towards change in law, if any, the DC installed capacity shall be considered as the formula as follows or actual installed DC capacity whichever is lower.</p> <p>(In case of Solar):- Allowable DC Capacity for Change in Law = AC Contracted Capacity x [insert value declared CUF % (solar component)] / 19 %</p>
72	PPA	9.2.7 9.2.8	<p>The revised tariff shall be effective from the date of such Change in Law as approved by MERC, the Parties hereto have caused this Agreement to be executed by their fully authorized officers, and copies delivered to each Party, as of the day and year first above stated.</p> <p>The payment for Change in Law shall be through Supplementary Bill.</p>	Both clauses specify about different payment methodology. Request to clarify, how the Payment of Change in Law shall be made to project developer.	In any case, invoice against Change in Law has to be raised as supplementary bill.
73	PPA	9.27	The revised tariff shall be effective from the date of such Change in Law as approved by MERC,	<p>The proposed changes will help HPD in providing visibility of timing of change in law payment and manage the working capital in a more efficient way</p> <p>The pass-through of tariff shall be calculated and shall come into effect automatically within 30 days of change in law event. Within 30 days of pass through coming into effect, the Generator/Procurer shall submit the relevant documents/calculation sheets to MERC for truing up the tariff. MERC shall verify the calculation and do the truing up within 60 days of the pass through coming into effect after which rates of pass through shall be adjusted if necessary to the truing up</p>	<p>New clauses added:- 9.2.5.a The pass through according to the formula stipulated above shall be calculated and shall come into effect automatically after 30 days of the Change in Law event.</p> <p>9.2.5.b Within 30 days of the pass through coming into effect the HPD/MSEDCL shall submit the relevant documents/calculation sheets to the MERC for truing up the rate of pass through per unit.</p> <p>9.2.5.c The MERC will verify the calculation and do the truing up after which the rates of pass through shall be adjusted if necessary according to the truing up.</p>
74	PPA	10.3.4	Adjusted Equity means the Equity funded in Indian Rupees and adjusted on the first day i.e., COD Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date;	The Concept of Adjusted Equity needs correction. As MSEDCL is aware, a fixed tariff would compensate significantly for cashflows to service the Debt availed for the Project in the initial years. The Adjusted Equity is therefore not tenable. We request MSEDCL to link Adjusted Equity to higher of (Book Value or Actual equity invested)	The request is not accepted.The bidder has to adhere to PPA provisions.

Sr. No.	Clause of RFS/PPA	Clause No.	Existing Clause	Bidders Query / Suggestion	MSEDCL's Reply
75	PPA	11.2	In the event of a dispute as to the amount of any Tariff Invoice, MSEDCL shall notify the Solar Power Producer of the amount in dispute and MSEDCL shall pay the Solar Power Producer 100% of the undisputed amount within the due date provided either party shall have the right to approach the MERC to effect a higher or lesser payment on the disputed amount	It is requested to modify as: In the event of a dispute as to the amount of any Tariff Invoice, MSEDCL shall notify the Solar Power Producer of the amount in dispute and MSEDCL shall pay the Solar Power Producer 100% of the undisputed amount and 95 % of disputed amount within the due date	The request is not accepted. The bidder has to adhere to PPA provisions.
76	PPA	Article 7: Metering and Communication	7.1 Reading and Correction of Meters ii) For the purpose of energy accounting, the ABT compliant meter shall be installed by HPD at the metering point. Further.....this regards.	ABT complaint meter is required for of 10Mins or 5mins. Please clarify. 7.1 Reading and Correction of Meters ii) For the purpose of energy accounting, the ABT compliant meter (10mins) shall be installed by HPD at the metering point. Further.....this regards.	For metering purpose, prevailing SERC/ CERC/CEA Regulations will be applicable.
77	General	General	Approval of MERC for RfS & PPA	Clarification Please provide confirmation that whether RfS & PPA are approved by MERC. If not, then please explain the mechanism: how and when will these documents be approved from MERC.	Tender Documents are on the basis of MNRE Guidelines and the same has been intimated to Hon. MERC
78	General	General	Connectivity	Please clarify on the quantum of connectivity - Would it be equal to the arithmetic sum of the installed capacity	Quantum of connectivity shall be equal to Contracted AC capacity.
79	General	General	Definition: Appropriate Commission	Definition of Appropriate Commission is not there. May please define In line with Clause 5 of Hybrid Guidelines.	The Appropriate Commission for this tender is Maharashtra Electricity Regulatory Commission (MERC).
80	General	General	Additional Information	In terms of management of timelines for the development of the projects awarded, it is essential to plan in advance. We are given to understand that conversion of agricultural land in Maharashtra is allowed on deemed basis (subject to filing of application). We however request a line of confirmation in this regard. Please confirm that the conversion of land from Agricultural to Non - Agricultural for the renewable Projects (including the Hybrid Projects) in Maharashtra is allowed on Deemed basis. We are given to understand that certain Gram Panchayats are collecting some taxes for allowing installation of solar pv plants and these are done without any proper notification / link to any rationale for the taxes. We being a foreign investor would request MSEDCL to provide a clarity in this regard.	It is the sole responsibility of bidder to follow the relevant Govt. of Maharashtra's Government Resolutions or circulars.
81	Proposed New clauses	Proposed New clauses	Additional Clause	For new intra state and ISTS connected projects, there should be clause on automatic extension of SCoD timelines of 60 days beyond availability of such new planned SS in intra or ISTS SS if same is falling beyond the SCoD.	The request is not accepted. The bidder has to adhere to PPA provisions.
82	Proposed New clauses	Proposed New clauses	Additional Information	Updated list of intra state Substation and its spare capacity available should be circulated for considering in this bid for intra state connected projects	Refer the tentative list available on MSETCL website.
83	Proposed New clauses	Proposed New clauses		RE projects are of intermittent nature and it is widely accepted that RE projects shall not be subjected to any frequency linked penalties directly or indirectly. Hence, any deviation charges over and above the current mechanism of DSM charges shall be reimbursed by MSEDCL. Currently, DSM charges are applicable for STU connected projects. In case, State Periphery charges are made applicable for deviation in addition to DSM charges, the same shall be reimbursed by MSEDCL.	Prevailing Regulations of CERC/MERC related to DSM charges will be applicable.
84	Proposed New clauses	Proposed New Clause	Compensation in offtake constraint due to Grid Unavailability:	Request you to add the following Clause in line with standard bidding guidelines: During the operation of the project, there can be some periods where the project can generate power but due to temporary transmission unavailability the power is not evacuated, for reasons not attributable to the Solar Power Developer. In such cases the generation compensation shall be addressed by MSEDCL in following manner: <u>Duration of Grid unavailability</u> Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted), for Grid unavailability beyond 50 hours in a Contract Year: <u>Provision for Generation Compensation</u> Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)] Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year. The excess generation by the HPD equal to this generation loss shall be procured by MSEDCL at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.	The request is not accepted.

Sr. No.	Clause of RFS/PPA	Clause No.	Existing Clause	Bidders Query / Suggestion	MSEDCL's Reply
85	Proposed New clauses	Proposed New clauses	Generation compensation due to evacuation issues at the time of SCOD. Generation Compensation in off take constraint due to transmission during the operation of the plant.	Clause for generation compensation due to non-availability of transmission system beyond interconnection point /off take constraints without default of generator may please be included.	The request is not accepted.
86	Proposed New Clause	Proposed New Clause	Request for addition of new clause.	HPD shall not be held responsible for delay in grant of connectivity by concern utility. Proposed provisions will anchor the confidence level of lenders and will encourage participation in the RfS. Long Term Access (LTA) shall be required to be submitted by the HPD prior to commissioning of the Project. Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of LTA by the CTU and/or there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCD of the Project, and it is established that: (i) The HPD has complied with the complete application formalities as per connectivity procedure issued by CERC. (ii) The HPD has adhered to the applicable Procedure in this regard as notified by the CERC/CTU, and (iii) The delay in grant of connectivity/LTA by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the HPD; The above shall be treated as delays beyond the control of the HPD and SCD for such Projects shall be revised as the date as on 60 days subsequent to readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA. Decision on requisite extension on account of the above factor shall be taken by SECI. In case such revised SCD is going beyond applicable date of ISTS waiver, as issued by MoP	Not accepted.
87	Proposed New Clause	Proposed New Clause	Additional New Clause	If there is delay in erection of ISTS infrastructure, there should be corresponding extension in SCOD of the hybrid project. This is on the lines of SECI tenders In Case of Delay in Grant of Connectivity/readiness of STU/ISTS/CTU substation and transmission Infrastructure of STU/CTU network. SCOD extension shall be granted to bidder without any penalties. Further SCOD shall be revised to 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure of STU/CTU network as the case maybe. Please incorporate a clear provision for SCOD extension in case of delay in grant of Connectivity or/and readiness of STU/CTU substation and associated Transmission Infrastructure.	Request is not accepted.
88	Proposed New Clause	Proposed New Clause	Tariff adoption	With reference to MNRE Notification dated 22.10.2019 on Amendments to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects - following clauses as per Point 2.9 (10.4 of guideline) to be adopted under MSEDCL bid: 1. Subject to provisions of the Act, the distribution licensee or the Intermediary Procurer, as the case may be, shall approach the Appropriate Commission for adoption of tariffs by the Appropriate Commission in terms of Section 63 of the Act. In case, the Appropriate Commission does not decide upon the same within sixty days of such submission, the tariffs shall be deemed to be have been adopted by the Appropriate Commission." 2. any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in financial closure." 3. any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in scheduled commissioning date."	Since the PPA will be executed after adoption of tariff only. There is no need to include such clauses.