

REPLIES TO BIDDER'S QUERIES FOR PROCUREMENT OF POWER ON LONG TERM BASIS THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY REVERSE E-AUCTION) FROM 500 MW GRID CONNECTED SOLAR PHOTOVOLTAIC POWER PROJECTS
RIS No. MSEDCL/RE/2021/500 MW Solar/Ph-VI/T-30 Dated 06.05.2021

Sr. No	RfS/PPA	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
1	RfS	Bid Information Sheet	Cost of RIS & Processing Fees payment	<p>Confusion due to 2 bank details shared by MSEDCL.</p> <p>In Cost of RIS & 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 RIS (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 RIS and processing fees.
2	RfS	Bid Information Sheet EMD and Clause 3.9 of RIS	EMD of Rs.4 Lakhs/MW to be submitted with the Bid	<p>Requirement of EMD be replaced by Bid security Declaration.</p> <p>Ministry of Finance vide notification dated 12.11.2020 has replaced the provision of EMD with Bid Security Declaration. Further similar condition of Bid security Declaration has been kept by MAHAGENCO.</p>	The request is not accepted. The RIS conditions shall prevail.
3	RfS	Bid Information Sheet	<p>Bid Information Sheet</p> <p>Processing Fee (non-refundable)</p> <p>INR 3 Lakhs (plus applicable GST) (to be paid through online payment to the above mentioned account details (Kindly provide UTR No. details to MSEDCL at the time of bid submission), along with the response to RIS.</p>	Bidder request MSEDCL to keep processing fee of INR 1 Lakhs.	The request is not accepted. The RIS conditions shall prevail.
4	RfS	Bid Information Sheet Last Date and time of Bid submission	Last date of online submission of response to RIS alongwith submission of all document physically at MSEDCL office ,Mumbai as per RIS is 04.06.2021 at 11.00 Hrs.	Last date of Bid submission may be extended for a period of 4(Four) weeks due to prevailing Covid-19 situation and various restrictions imposed by Various state Governments.	Last date of Bid Submission is extended upto 14.06.2021
5	RfS	Section 1: Introduction: Clause No. 1.1.2	MSEDCL shall enter into Power Purchase Agreement (PPA) with the Bidders selected based on this RIS for purchase of solar power for a period of 25 years from the Scheduled Commercial Operation Date in case of proposed/new solar power projects or for a period of 25 years from the date of execution of PPA for existing solar power projects based on the terms, conditions and provisions of the RIS.	Request MSEDCL to have PPA tenure of 25 Yrs from actual commissioning of the projects.	The request is not accepted. The same is as per MNRE Competitive guidelines only.
6	RfS	Section 1: Introduction: Clause No. 1.2.3	In case of import of energy during a month for Intra-State projects, the successful bidder shall be required to make payment to MSEDCL at the prevailing tariff for the particular category which is applicable to Solar Power Projects as determined by MERC from time to time. At present the applicable tariff is HT Industry Tariff.	Bidder understands that the Net energy (Export - Import) shall be used for the purpose of Billing. If there is net import during a month, HT Industry Tariff shall be applicable for the same for Intra-State projects. Kindly clarify. How is it treated for Inter-State projects.	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	SECTION 1 Cl. 1.3.1	1.3 ELIGIBLE PROJECTS: 1.3.1 The Projects to be selected for aggregate capacity of 500 MW to be set up in any State in India.....	As per this Cl. No. 1.3.1, bidder understanding is project location can be anywhere in India though the implementing agency is MSEDCL i.e. from state of Maharashtra.	The project location can be anywhere in India. MSEDCL is the procurer.

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8	RfS	Section 1: Introduction Clause No. 1.3.3 of RIS and Clause No.5.3 of PPA	Bidder shall ensure that the technology to be adopted shall be commercially established technology as per Annexure A 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. Final details of the same shall be submitted prior to commissioning of project	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.	The clause may be read as under: Bidder shall ensure that the technology to be adopted shall be commercially established technology as per Annexure A and 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. Final details of the same shall be submitted 30 days before SCOD of project.
9				May please clarify on the applicability of ALMM list for procurement of modules & manufacturers. Whether other manufacturers (from India/abroad) are allowed for procurement or not?	The manufacturers listed in ALMM list and approved by MNRE for procurement of solar Modules and Cells are only allowed.
11	RfS	Clause 3.19 (o) & Clause 1.3.3 - ALMM		Both the clauses need to be aligned and should be as per MNRE office memorandum & its amendments.	It is to clarify that Bidder shall submit the bid considering the impact of the imposition of Basic Custom Duty (BCD) on Solar PV Cells & Modules/Panels as per MNRE Office memorandum dated 09.03.2021. and "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 (Full/Part Capacity) of the Project". However, Final details of the same shall be submitted 30 days before SCOD of project.
12	RfS	Section 1: Introduction Clause 1.3.4 and Clause no.3.18.10(ix):	In order to timely completion of project,the bidder shall submit activity wise schedule for meeting timelines/milestones as per RIS at the time of bid submission 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.	Activity wise schedule of different activities as per clause no.1.3.4 may be allowed to be submitted at the time of financial closure due to activities like procurement of land,connectivity is dependent on various factors beyond control of developer and can not be ascertained at the time of Bid.	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 RIS 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.
13	RfS and PPA	Section Definitions Delivered Energy	2: In case of interstate projects, all transmission charges and losses up to delivery point shall be responsibility of and paid by the Successful Bidder and the change in transmission charges / losses of CTU shall not be covered under Change in Law.	As per RIS 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 SPD and losses after MSETCL STU periphery will be in account of MSEDCL. Please confirm that above understanding is correct.	Yes. The all transmission charges and losses upto delivery point shall be in account of Solar power Generator and losses and losses beyond delivery point i.e MSETCL periphery will be in account of MSEDCL.
14	RfS	Section Definitions Delivery Point	2: Delivery point : for Inter State projects,energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.	For inter-State projects ,CTU substation within the periphery of Maharashtra may be considered as delivery point. May consider the waiver of transmission charges and losses in line with CERC Regulation for Transmission charges and losses for interstate project. Definition has no reference to CTU substation.Kindly Clarify	For the projects connected to CTU substation ,the delivery point shall be MSETCL periphery/ STU periphery irrespective of location of project.
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16	RfS	Section Definitions	2: 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 SPD. 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 SPD 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.
17	RfS	Section Definitions	2: Project" shall mean a Solar Photovoltaic Grid Interactive Power Station existing or to be established by the successful bidder comprising of number of units at single/multiple locations, and shall include land, buildings, plant, machinery, ancillary equipment, material, switch-gear, transformers, protection equipment and the like necessary to deliver the Electricity generated by the Project to MSEDCL at the Delivery Point.	Does any charges exist within State for registration of Solar PV projects, which is to be borne by the bidder.	The bidders are advised to refer prevailing Maharashtra State RE policy and its methodology.

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18	RfS	Section 3: Clause no. 3.2	<p>3.2 Total Capacity Offered:</p> <p>1. Total Capacity: Selection of Grid-connected Solar PV Projects for total capacity of 500 MW will be carried out through e-bidding followed by e-Reverse Auction process.</p> <p>2. Minimum Capacity of Project:</p> <p>i) For Intra State projects - The minimum project capacity shall be 10 MW at single location with minimum bid capacity of 25 MW for projects.</p> <p>ii) For Inter State projects - The minimum project capacity shall be 50 MW at single location with minimum bid capacity of 50 MW.</p>	<p>1. Bidder understanding Maximum bidding capacity to single bidder is 500MW if financial criteria meet.</p> <p>2. Is there any multiple factor beyond threshold limit mentioned in Cl. No. 3.2.2, say 5 MW or 10 MW etc.</p>	<p>The maximum bidding capacity to single bidder is 500 MW subject to satisfying technical and financial criterion. It is to clarify that the project capacity shall be in the multiples of 5 MW beyond minimum project capacity .</p>
				<p>We request to revise the minimum project capacity at single location for ISTS projects to 10 MW as the regulation allows projects of 5 MW connected to existing ISTS substation of generating station. This will further increase the participation and will lead to competitive tariff.</p>	<p>The request is not accepted. The bidder has to adhere to RfS provisions.</p>
				<p>Kindly consider multiple locations for minimum project capacity for intra and inter state.</p>	<p>The request is not accepted.</p>
19	RfS	Section 3: Clause no.3.3	<p>The Bidder shall identify 100% land required for the project and submit tentative locations at the time of submission of bid in Format 6.1.</p> <p>The Bidder shall be allowed to change the location of the project once at the time of achievement of Financial Closure i.e. within 9 (nine) months from the date of execution of the Power Purchase Agreement for projects being set up in Solar park, and within 12 (twelve) months from the date of execution of the Power Purchase Agreement, for projects being set up outside Solar park.</p>	<p>The requirement of identification of land and tentative locations at the time of Bid submission may be removed due to reasons like procurement of land, connectivity is dependent on various factors beyond control of developer and can not be ascertained at the time of Bid and may be allowed and submitted at the time of financial closure.</p>	<p>The request is not accepted. The RfS conditions will prevail.</p>
<p>It is very difficult to submit these at the time of Bid Submission. Kindly consider this at the time of Financial closure.</p>					
<p>Request that change of location be allowed once before SCOD, whether we change it once or many times is not material.</p>					
22	RfS	Section 3: Clause no 3.6 Eligibility Criteria	<p>The Net-Worth of the Bidder for the financial year ended on 31.03.2020...</p>	<p>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...</p> <p>Rationale:Please allow bidders to use provisional audited accounts for qualification purpose. It will increase competition in bid.</p>	<p>The request is already covered under RfS conditions 3.6.1 (iii). It is to clarify that 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.</p>
<p>Eligibility Criteria</p>				<p>It is observed that the bidder's past experience is not considered for Eligibility criteria. It is not defined in the tender, Kindly elaborate it.</p>	<p>The bidder has to adhere to RfS conditions only.</p>
<p>Liquidity: 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.</p>				<p>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.</p>	<p>The request is not accepted. The bidder has to adhere to RfS provisions.</p>
25			<p>The Bidder may seek qualification on the basis of financial capability of its Affiliate(s)...</p>	<p>Bidders may use credentials of parent for qualification. However, shareholding of parent can change prior to PPA signing. Please confirm that above will not be a default of bidder.</p>	
26		Section 3: Clause No.3.7(2)	<p>The responsibility of getting the grid connectivity with STU i.e. MSETCL or CTU shall entirely be of the successful bidder. The successful bidder shall submit documentary evidence for securing connectivity with grid from STU/CTU within 9 (nine) months from the date of execution of the Power Purchase Agreement, for projects being set up in Solar park, and within 12 (twelve) months from the date of execution of the Power Purchase Agreement, for projects being set up outside Solar park.</p>	<p>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.</p>	<p>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. The successful bidder shall submit documentary evidence for securing connectivity with grid from STU/CTU within 9 (nine) months from the date of execution of the Power Purchase Agreement, for projects being set up in Solar park, and within 12 (twelve) months from the date of execution of the Power Purchase Agreement, for projects being set up outside Solar park.</p> <p>Provided that if Successful Bidder/SPV with whom PPA has been executed have the Grid connectivity in name of the developer, 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 PPA."</p>

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27	RfS	Section 3: 3.7(4) Connectivity with the Grid	The arrangement of connectivity can be made by the successful bidder through a dedicated line or sharing of a line. The dedicated line may be constructed by the successful bidder or through any other agency. The entire cost of transmission including cost of construction of line, maintenance, losses etc. from the project up to the delivery point will be borne by the successful bidder. The arrangement of connectivity can be made through sharing of a line, however sharing of line shall be at the discretion of the bidder provided there is a legally binding agreement between the bidder and the other parties sharing the same line for a period not less than 25 years and the bidder shall indemnify MSEDCL for any loss arising out of failure of such shared line.	Bidder understands that the construction of dedicated transmission line from solar plant to STU substation shall be in bidder's scope (either by developer himself or through MSEDCL deposit work). After installation, who will be the owner of the line- Developer or MSEDCL? In case developer wishes to carryout O&M of line by MSEDCL through O&M agreement, what shall be the O&M charges applicable for various transmission circuit configuration? Does this O&M cost include cost of repair or replacement of equipment . Request to clarify.	The construction of dedicated transmission line from solar plant to MSETCL/STU substation shall be in the bidder's scope and ownership of that transmission line will be with bidder only.
28			Bidder understands that the bay construction at STU substation shall be in bidder's scope (either by developer himself or through MSEDCL deposit work). After installation, who will be the owner of the bay- Developer or MSEDCL? In case developer wishes to carryout O&M of bay by MSEDCL through O&M agreement, what shall be the O&M charges applicable for various voltage levels? Does this O&M cost include cost of repair or replacement of equipment . Request to clarify.		
29		General		Tentative list of STU/ MSETCL substation alongwith available connectivity may kindly be provided to assist SPD selection of Suitable sites and planning.	Refer the tentative list available on MSETCL website.
30	RfS	Section 3: Clause no 3.7(6)	The successful bidder shall not be entitled to deemed generation in case of any delay in grant of connectivity. The bidder shall choose the location of the project considering the grid connectivity availability up to financial closure...	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. Rationale: Grant of Connectivity 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
31				We request the following: a. In case there is a delay in grant of connectivity then SCOD has to be extended for the no of days of delay 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 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.	The request is not accepted.The bidder has to adhere to RIS provisions.
32				Request you to clarify the meaning for better understanding.	At the time of financial closure ,the bidder needs to submit documentary evidence as per RIS clause 3.13 for Grid connectivity.Accordingly, it shall choose the location of the project/project site so that the grid connectivity is in place at the time of financial closure.
33	RfS	Section 3: Clause 3.9, Sub-Cl. ii	3.9 Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG) ii. Performance Bank Guarantee (PBG): The Bidders selected by MSEDCL, based on this RIS shall submit the Performance Bank Guarantee (PBG) of INR 8 Lakh/MW according to the Format 6.3 B, issued in favor of MSEDCL with a validity period up to 7 months from Scheduled Commercial Operation.....	The Bidders selected by MSEDCL, based on this RIS shall submit the Performance Bank Guarantee (PBG)/ <i>Payment On Order Instrument (POI)</i> from PFC/IREDA/REC of INR 8 Lakh/MW... Please include POI as alternative to PBG as done in SECI, NTPC bids.	The request is not accepted.The RfS conditions will prevail.
34	RIS	Section 3: Clause 3.9 (v) and 4.2.2 of PPA An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Solar 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).....	An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Solar Power Generator, on payment of penalty of <u>Rs.1000/-</u> per day per MW (excluding 18% GST, If applicable). Rationale: MSEDCL to consider reduction of penalty amount in case of extension of Financial Closure from INR 10,000/- per day per MW to INR 1000 /- per day per MW as per other central tenders.	The request is not accepted.The RfS conditions will prevail.
35	RfS	Section 3: Clause No.3.11(1)The PPA shall be signed within 1 month from the date of issue of Letter of Award (LoA).	Request to provide 2 months for signing of PPA.	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.
36				As per TBCB Guidelines, MSEDCL is required to get the tariff adopted by the Appropriate Commission. Accordingly, such clause may please be incorporated.	
37				Please specify the timeline for signing of the PPA	

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38	RfS	Section 3: Clause No. Clause 3.12.1	The Successful Bidder/Power producer will declare the CUF of their project at the time of PPA and will be allowed to revise the same once within first year of COD. 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 ±10 % of their declared value during PPA duration. 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 developer. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.	<p>It is requested that tolerance of 15% on the lower side should be allowed in first 10 years and 20% for the next 15 years considering the degradation of solar modules. We request you to amend the Clause as per SECI tenders. Some examples are as under:</p> <p>SECI 1785 MW Rajasthan solar tender (Clause 8.1): SPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years.</p> <p>GUVNUL 500 MW solar tender (ph-XII) (Clause 3.9.3 (i)) Successful Bidder shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years.</p> <p>The RfS and PPA Clause for revision of CUF are not aligned. Request that the PPA Clause be aligned with the RfS.</p>	The Clause 3.12.1 is modified as under: The Successful Bidder/Power producer will declare the CUF of their project at the time of PPA and will be allowed to revise the same once within 1 month of completion of 1 (one) year from COD and no such revision shall be allowed thereafter. The declared CUF shall in no case be less than 19% over a year. They shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 17%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of 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 developer. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.
39	RfS	Section 3: Clause No.3.12(3)	Excess Generation: During any contract year, in case the generation is over and above 10% of declared annual CUF, the Successful Bidder will be free to sell it to any other entity provided first right of refusal will vest with MSEDCL. In case MSEDCL purchases the excess generation, the same may be done at 75% (seventy-five per cent) of the PPA tariff. MSEDCL shall inform the Solar Power Producer for procurement of excess power within 15 days of receiving a written intimation from the Solar Power Producer for such excess generation. If in case MSEDCL fails to reply to the Solar Power generator within the above stipulated time period then the generator shall be free to sell it to any other entity.	Whether bidder is allowed to inject excess energy into grid without causing any disturbance, in case the peak capacity is higher than the rated/contracted capacity at any point of time, the peak of capacity reached is higher than the rated capacity.	The Excess generation is allowed however, the peak capacity(MW) restricted upto the contracted capacity.
40	RfS	Section 3: Clause No.3.12.(4)	Repowering: The Successful bidder shall be allowed to repower the project as per its requirement for a maximum cumulative period of six (6) months during the entire term of the PPA. The generator shall not be in default for non-supply of power during this period of repowering. However, the MSEDCL will be obliged to buy power only within the range of CUF, specified in the PPA. Any excess generation will be dealt as specified in clause 3.12.3 of RfS.	The suggested amendment is : The SPDs will be free to reconfigure and/or repower the project from time to time during the PPA duration. However, MSEDCL will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per Guidelines. Any excess generation will be dealt as specified in clause 3.12.3 of RfS.	The request as regards the repowering is accepted and as regards the reconfiguration is rejected. The bidder shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 17%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years 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.
41	RfS	Section 3: Clause no.3.13 (b) and Schedule 3 of PPA	Submit Power Evacuation/Connectivity arrangement of Successful Bidder with CTUs/STU/DISCOM	Financial closure may be extended without penalty for Delay in grant of connectivity due to the reason not attributable to SPD by considering it Force Majeure.	Request is not accepted. The bidder has to adhere to RfS conditions.
42			Submit power evacuation/ connectivity agreement of successful bidder with CTU/STU/DISCOM;	<p>Bidder shall submit the power evacuation/ connectivity agreement of successful bidder with CTU/STU/DISCOM prior to SCOD of project.</p> <p>Rationale: Maharashtra, following process has to be adhered: 1. Registration of Company at MEDA records - Tentatively 7-9 months process. 2. Connectivity Application at STU can be done only after company is registered in MEDA and Connectivity application processing time is 3-5 months. Factoring the above timelines it takes 13-15 months for getting Connectivity at project, provided connectivity is granted at desired substation. Hence the requirement of submission of Power Evacuation arrangement shall be submitted prior to SCOD of project. Kindly amend the clause suitably.</p>	The request is not accepted. The procedure/methodology laid down by STU and under State RE policy have to be followed by the bidder.

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43	RIS	Section 3: Clause 3.13 (c):	Evidence of clear identification of required land along with the following details: 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. ii) Sworn affidavit/Undertaking from the authorized person of the successful bidder listing the details of the land and certifying total land required for the project. iii) Developer and/ or Transfer Permission issued by State Nodal Agency/MEDA. iv) Copy of key plan drawing showing survey number, plot number, point of installation of solar project with capacity.	In line with other Standard documents request that requirement for 100 % identification of land, plot plan, layout etc. at the time of Financial Closure be removed. An evidence of clear possession of land shall be submitted only 30 days before the SCOD as mentioned in Clause 3.14.3 of RIS.	The bidders are required to identify the 100% land till financial closure and submit the respective documents s mentioned in Clause 3.14.3 of RIS.
44				These documents will be submitted at the time of Commissioning declaration. As per RIS land can be procured 30 days prior to SCOD of project. Please amend the clause.	The request is not accepted.The bidder has to adhere to RIS provisions.
45				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. 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 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.
46				We understand that apart from Sworn affidavit/Undertaking for land and key plan drawing there are no other land related documents to be submitted to MSEDCL at the time of Financial Closure. Kindly confirm the same	The clause is amended as below: Evidence of clear identification of required land along with the following details: 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 or lenders, in case of default of the Solar Power Generator. ii) Sworn affidavit from the authorized person of the successful bidder listing the details of the land and certifying total land required for the project. iii) Copy of key plan drawing of solar project with capacity.
47				Requirement of submitting documents related to lease hold or right to use of 100% land required for the project should be relaxed and it should be submitted at the time of SCOD. The same is suggested in recent MNRE guidelines.	As per RIS clause no 3.14.3,the land documents are required to be submitted 30 days before SCOD.
48	RIS	SECTION 3 Clause no. 3.14(1)	Commissioning and penalty for delay in commissioning: 3.14.1 The Projects shall be commissioned within a period of 15 (fifteen) months from the date of execution of the PPA, for projects being set up in Solar park, and within a period of 18 (eighteen) months from the date of execution of the PPA, for projects being set up outside Solar park.	Request to accept the following change in timelines: The Projects shall be commissioned within a period of 18 (Eighteen) months from the date of execution of the PPA, for projects being set up in Solar park, and within a period of 24 (Twenty Four) months from the date of execution of the PPA, for projects being set up outside Solar park.	The request is not accepted. The provisions are as per MNRE bidding guidelines only.
49	RfS	Section 3 : Clause No.3.14(6)	Early Commissioning: The Successful Bidder shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCOD. In case of early full commissioning, MSEDCL will purchase the generation till SCOD at PPA tariff. In cases of early part-commissioning, till SCOD, MSEDCL may purchase the generation till SCOD, at 75% (seventy-five per cent) of the PPA tariff without any additional Tariff on account of Change in Law till the SCoD.	Kindly increase tariff rate from 75% to 100% of PPA tariff.	The request is not accepted.The provisions are as per MNRE guidelines only .
50	RIS	Section 3: Clause No.3.14.7(b)	In case the commissioning of the project is delayed beyond Six (6) months from SCOD :- The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and reduction in the fixed tariff shall be limited to 21 (Twenty One) months from the date of execution of the PPA, for projects being set up in Solar park, and within a period of 24 (Twenty Four) months from the date of execution of the PPA, for projects being set up outside Solar park.	<u>The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee</u> shall be limited to 21 (Twenty One) months from the date of execution of the PPA, for projects being set up in Solar park, and within a period of 24 (Twenty Four) months from the date of execution of the PPA, for projects being set up outside Solar park.	The request is accepted.The clause may be read as under: In case the commissioning of the project is delayed beyond Six (6) months from SCOD :- The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to 21 (Twenty One) months from the date of execution of the PPA, for projects being set up in Solar park, and within a period of 24 (Twenty Four) months from the date of execution of the PPA, for projects being set up outside Solar park.
51	RIS			SCOD may be extended without penalty /LD for Delay in Grant of Connectivity due to the reason not attributable to SPD by considering it as Force majeure .	Request is not accepted.The bidder has to adhere to RIS conditions.
52	RfS	Section 3: Clause no. 3.15	Commercial Operation date with respect to the Project / Unit shall mean the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project or the last part capacity of the Project/Unit (certified by RLDC/SLDC/MSEDCL),...	Commercial Operation date with respect to the Project / Unit shall mean the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project or the last part capacity of the Project/Unit (certified by RLDC/SLDC/MSEDCL/State RE Implementing Agency)... State RE implementing Agency shall be authorised to issue COD letter in case of INTER state projects. Please modify the clause accordingly.	The request is not accepted.In case RLDC/SLDC not certifies the commissioning ,MSEDCL will depute officers for observing commissioning of the project.

Sr. No	Rfs/PPA	Clause (RIS/PPA)	No.	Existing Clause	Bidder's Query	MSEDCL Reply
53	RIS	Section 3: Clause no.3.16		<p>ii) The successful bidder, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 3 (three) years from the COD, except with the prior approval of MSEDCL. However, in case the Project is being set up by a Public Limited Company, this condition will not be applicable.</p> <p>iii) In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 3 (three) years from the COD, except with the prior approval of the MSEDCL.</p> <p>iv) However, in case the successful bidder shall be itself executing the PPA, then it shall ensure that its promoters shall not cede control (Control shall mean ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Company or right to appoint majority Directors) till 3 (three) year from the COD, except with the prior approval of MSEDCL. In this case it shall also be essential that the successful bidder shall provide the information about its promoters and their shareholding to MSEDCL before signing of the PPA with MSEDCL.</p> <p>v) Any change in the shareholding after the expiry of 3 (three) year from the COD can be undertaken under intimation to MSEDCL.</p>	<p>The successful bidder, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) years from the COD, except with the prior approval of MSEDCL. However, in case the Project is being set up by a Public Limited Company, this condition will not be applicable.</p>	<p>The request is accepted in line with MNRE guidelines as under:</p> <p>ii) The successful bidder, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval of MSEDCL. However, in case the Project is being set up by a Public Limited Company, this condition will not be applicable.</p> <p>iii) In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to <u>1 (One) year</u> from the COD, except with the prior approval of the MSEDCL.</p> <p>iv) However, in case the successful bidder shall be itself executing the PPA, then it shall ensure that its promoters shall not cede control (Control shall mean ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Company or right to appoint majority Directors) till <u>1 (One) year</u> from the COD, except with the prior approval of MSEDCL. In this case it shall also be essential that the successful bidder shall provide the information about its promoters and their shareholding to MSEDCL before signing of the PPA with MSEDCL.</p> <p>v) Any change in the shareholding after the expiry of <u>1 (One) year</u> from the COD can be undertaken under intimation to MSEDCL.</p>
54	RIS	Section 3: Clause no.3.16(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...	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.	The request is not accepted. The bidder has to adhere to RIS provisions.
55	RIS	Section 3: Clause no.3.18 (7)		Bidder shall ensure that the technology to be adopted shall be commercially established technology as per Annexure A and is under operation for at least one year. Final details of the same shall be submitted at the time of reporting Financial Closure i.e. within 9 (nine) months from the date of execution of the Power Purchase Agreement, for projects being set up in Solar park, and within 12 (twelve) months from the date of execution of the Power Purchase Agreement, for projects being set up outside Solar park.	<p>Technology is changing very fast these days and manufacturers bring only those products which are commercially established and tested, hence restricting developers to use only products which have completed one year of operation will result in using an older technology and also not taking advantage of the new technology which results in better LCOE, hence the tariff would be higher. Further, the current ALMM list contains only modules of low efficiency. Thus we shall be depending upon high efficiency modules which shall get added in the coming year.</p> <p>Request MSEDCL to kindly amend as suggested, also request to allow SPD to submit the details 2 months prior to COD.</p>	<p>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". However, Bidder shall submit the details of Modules, atleast 3 month before SCOD</p>
56	RIS	Section 3: Clause no.3.21.A		Documents to be submitted Offline (in Original)	Considering the movement restrictions due to Covid-19 we request you to accept online submission only for all documents and fees.	The request is not accepted. The bidder has to adhere to RIS provisions.
57				4.1(2) To ensure competitiveness, the minimum number of qualified Bidders should be two. If the number of qualified bidders is less than two, even after three attempts of bidding, and MSEDCL still wants to continue with the bidding process, the same may be done with the consent of Maharashtra Electricity Regulatory Commission.	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.
58		Clause 4.1 (2) & 4.2 B(iii)		4.2 B(iii.) On completion of Techno-commercial bid evaluation, if it is found that the total aggregate capacity of the Solar Power Projects short-listed is lower than or equal to 500 MW, then further process shall be at MSEDCL's discretion. Note: In case of each category, on completion of Techno-commercial bid evaluation, 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. Thereafter MSEDCL will take appropriate action in consultation with MERC. If more than 5 bidders submitted their bids, then the bidder or bidders with the highest quoted Tariff shall be disqualified from this Tender process.	Please clarify if elimination will 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.
59		Section 4 Clause No.4.3		Selection of Bidders for Reverse Auction	Request that all techno commercially qualified bidders be allowed for RA	Request is not accepted. The bidder has to adhere to RIS conditions.
60		Format 6.1, Covering Letter (9):		...Further, the project shall not be considered as commissioned unless the connectivity with STU /CTU/DISCOM grid is established, SNA/MEDA registration and RLDC/SLDC/DISCOM issues certificate of commissioning...	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 of 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.
61	RIS	General			As per bidder understanding there are total two category of bidding i.e. Interstate & Intra-state. 1. Bidder understanding is that though there are two categories, RA will be common. 2. As Ceiling limit is not mentioned anywhere in bidding documents, bidder is free to quote tariff for these two category. Kindly clarify. 3. For RA, if aggregate total capacity came is less than 500MW with 9 bidders (hypothetically). Will highest quoted tariff bidder get terminated in this scenario?	There are two category of projects based upon their location. The bidders to submit single bid based on their choice of location of their project. The reverse auction will be for total 500 MW capacity. The highest tariff quoted bidder will be disqualified from tendering process, if the no. of bidders are more than five(5).

Sr. No	Rf/PPA	Clause No. (RIS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
62	RIS	General		Please confirm that the conversion of land from Agricultural to Non - Agricultural for the Solar PV Projects in Maharashtra is allowed on Deemed basis.	It is the sole responsibility of bidder to follow the relevant Govt. of Maharashtra's Government Resolutions or circulars.
63	RIS	General		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.	
64	RIS	Project Configuration		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.	The project can be set up in multiple locations such that one block location in one State and second block location in other state subjected to definition of project and minimum capacity for inter/intra state projects. The Delivery Point of Solar project shall be at Maharashtra STU periphery.
65	RIS	General		What will be the amount of wheeling/transmission/ISTS charges for a solar power project developed in other states to supply power to MSEDCL under the PPA with MSEDCL	The relevant notifications of CERC/SERCs may please be referred.
66	RIS	General		Kindly confirm whether Govt land on lease is available for solar power projects in the State of Maharashtra adjacent to the nearest STU substation. A list of such Govt land may please be furnished to us.	It is the responsibility of the bidder to identify the land and related Grid connectivity.
67	RIS	General		Whose responsibility will be to file the LTOA.(Whether SPD or the beneficiary DISCOM i.e. MSEDCL).	The delivery point for supply of power for the bidder is at MSETCL/Maharashtra STU periphery.Thus, the entire cost of transmission including cost of construction of line, maintenance, losses etc. and all expenses including SLDC charges,Scheduling charges, wheeling charges and losses up to the Delivery Point shall be borne by the bidder.Also, obtaining various permissions/clearances including LTOA are in the scope of bidder.
68	PPA	Article Definitions	1: Definition: Appropriate Commission	Definition of Appropriate Commission is not there. May please define In line with TBCB Guidelines.	The Appropriate Commission for this tender is Maharashtra Electricity Regulatory Commission (MERC).
69	PPA	Article Definitions	1: The PPA shall be valid for a period of 25 years from the Scheduled Commercial Operation Date in case of proposed/new solar power projects or for a period of 25 years from the date of execution of PPA for existing solar power projects based on the terms, conditions and provisions of the RIS, irrespective of dates of early part commissioning or early full commissioning.	The "Expiry Date" definition in the PPA is not in line with the mentioned Clause. It reads as follows: " <i>Expiry Date</i> " shall mean the date occurring after twenty five (25) years from the Commercial Operation Date in case of proposed/new solar power projects (i.e. from the date on which full commissioning of the project capacity is achieved) or for a period of 25 years from the date of execution of PPA for existing solar power projects." Request you to kindly align the same with Clause 3.11 (1) of RIS.	The "Expiry Date" definition in the PPA is revised line with RIS provisions as under: " <i>Expiry Date</i> " shall mean the date occurring after twenty five (25) years from the Scheduled Commercial Operation Date in case of proposed/new solar power projects or for a period of 25 years from the date of execution of PPA for existing solar power projects."
70	PPA	Article Definitions	1: "Effective Date" shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties;	"Effective Date" shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties or date of handing over of original signed copy by MSEDCL to SPD whichever is later; Request to keep Effective date as, date of signing of PPA by both parties as in past projects we have experienced that it takes time for signing of PPA by both parties and without PPA, Solar Power Developer will not be able to make any investment decisions or start/engage in any discussion with the lenders and other stakeholders.	The request is not accepted.The Ris conditions will prevail.
71	PPA	Article Definitions	1: "Metering Point"; For existing intra - state projects, metering shall be at the existing metering point(s); 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 solar power project STU/MSETCL sub-station. For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.	a. For inter - state projects connected with CTU/ISTS network, Bidder clarifies whether metering shall be at voltage level of 33 kV or above at CTU/ISTS as ISTS charges are waived off for RE projects. CUF shall be calculated wrt generation at ISTS/CTU end. b. How energy is calculated attributable only to Solar at STU/MSETCL periphery, for Inter-State projects?	Being inter-state projects,the projects needs 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.Hence, CUF shall be calculated w.r.t energy received at MSETCL periphery/Maharashtra STU periphery.
72	PPA	Article Definitions	1: In case ISTS projects, due to various ISTS lines connected to MSETCL periphery, Energy settlement at MSETCL periphery may not be possible. May please clarify. Also, in ISTS connected projects, may please clarify that where will be the physical location of the meters weather at point of connectivity with ISTS network or at MSETCL periphery as it is mentioned in PPA clause 7.1.2 that meters to be installed at metering point.		
73	PPA	Article 3: Clause 3.4	Generation compensation due to evacuation issues at the time of SCOD:	May please align with TBCB Guidelines as this is not SPD default. Further the standard following provision may also be added "for any delays 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 SCD shall be extended by MSEDCL"	The request is not accepted.The bidder has to adhere to PPA conditions.

Sr. No	RfS/PPA	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
74	PPA	Article 5: Clause No.5.4.1	PPA: Such revision of the CUF shall be done within 1 month of completion of 1 (one) year from COD and no such revision shall be allowed thereafter. RfS: The Successful Bidder/Power producer will declare the CUF of their project at the time of PPA and will be allowed to revise the same once within first year of COD.	The RfS and PPA Clause for revision of CUF are not aligned. Request that the PPA Clause be aligned with the RfS.	The provisions in PPA under clause no.5.4.1 shall prevail which is reproduced as under: The Solar Power Producer has declared a CUF of% of their project at the time of executing this PPA and will be allowed to revise the same only once at the time of first anniversary of the project i.e. on completion of 1 year from COD. Such revision of the CUF shall be done within 1 month of completion of 1 (one) year from COD and no such revision shall be allowed thereafter.....
75			The Solar Power Producer has declared a CUF of% of their project at the time of executing this PPA and will be allowed to revise the same only once at the time of first anniversary of the project i.e. on completion of 1 year from COD. Such revision of the CUF shall be done within 1 month of completion of 1 (one) year from COD and no such revision shall be allowed thereafter. The declared CUF shall in no case be less than 19% over a contract year. They shall maintain generation so as to achieve CUF in the range of ±10 % of their declared value during the entire PPA duration of 25 years either from the Commercial Operation Date in case of proposed/new solar power projects i.e. the date on which full commissioning of the project capacity is achieved or from the date of execution of PPA for existing solar power projects. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year. 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 developer.	Is bidder allowed to change the CUF % at the time of signing of PPA , different from what was quoted at the time of bid submission. Bidder infers that it is allowed to change the CUF % (from the figure mentioned in PPA) once within one month of completion of one year from COD.	The bidder has to declare CUF at the time of signing of PPA only. There is no requirement to quote the CUF at the time of bid submission.
76	PPA	Article 5: Clause No. 5.4.2 (Shortfall minimum generation) on account of reasons solely attributable to the Successful Bidder, such shortfall in performance shall make the Successful Bidder liable to pay the compensation @ 25% of the PPA tariff to MSEDCL. This will, however, be relaxable by MSEDCL to the extent of grid non-availability for evacuation (beyond the Delivery Point) which is beyond the control of the Successful Bidder	Shortfall in minimum generation should be compensated with the excess generation by the SPD in the succeeding three contract year. Rationale: We wish to highlight to MSEDCL that in the PPA & RfS compensation payable to SPD for any constraints is spread over three years. We would therefore request you to kindly allow the SPD to manage such shortfall in the next three years. Please clarify what is the treatment for shortfall in first year.	The request is not accepted. The bidder has to adhere to PPA conditions.
77					Please refer clause No.5.4.2 of PPA.
80		Article 5: Clause No. 5.5	DC Oversizing The DC oversizing shall be commercial decision of bidder to optimize his solar project. However, 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. DC Capacity for Change in Law = AC Contracted Capacity x (Declared CUF / Minimum CUF stipulated in RfS)	The energy output do not proportionately increase in line with increased DC capacity particularly in areas of lower insolation. Hence, Bidder requests to amend the clause for DC oversizing in line with the SECI/IREDA tenders . The qty of module is related to actual energy injected at the point of interconnection at ISTS point & certified by RLDC. "For the purpose of compensation towards change in law, if any, the DC installed capacity shall be considered as 1.5 or actual installed DC capacity whichever is lower."	The request is not accepted. The bidder has to adhere to PPA conditions as it is as per MERC approval.
81	PPA		Generation Compensation in off take constraint due to transmission:	In case of Inter-State project connected with CTU/ISTS, whether Generation loss be considered for outage of Interconnecting bay & Tx line between CTU/ISTS and MSEDCL	The request is not accepted. The bidder has to adhere to PPA conditions only.
82				In addition to Generation compensation request you to provide SCOD extension as well.	
83	PPA	Article 5: Clause No. 5.6 Compensation in offtake constraint due to Grid Unavailability:	Generation Compensation in off take constraint due to transmission: During the operation of the plant, due to temporary transmission unavailability (during 8 am to 6 pm), if the power is not evacuated, for reasons not attributable to the solar power generator, then the generation loss shall be procured by MSEDCL at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years: Duration of Grid unavailability (only period from 8 am to 6 pm to be counted): Provision for Generation Compensation Grid unavailability in a contract year as defined in the PPA: 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 Solar Power Developer equal to this generation loss shall be procured by the Procrur at the PPA tariff so as to offset this loss in the succeeding 3 (Three) contract Years.	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: Duration of Grid unavailability 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: Provision for Generation Compensation 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 SPD equal to this generation loss shall be procured by SECI at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.	The request is not accepted. The bidder has to adhere to PPA conditions only.

Sr. No	RfS/PPA	Clause (RfS/PPA)	No.	Existing Clause	Bidder's Query	MSEDCL Reply
84	PPA	Article 5: Clause no.5.7		<p>Generation compensation due to Backed Down: It is clarified that Article 5.7 shall not be applicable, if in future, Merit Order Despatch is made applicable to generation from renewable sources; from Solar power project in this case.</p>	<p>As the LCOE of the project is calculated based on the revenue from Solar project for 25 years i.e. PPA term, the financial risk is very high if project is forced to back down due to Merit Order Despatch. Also it is not clear whether Merit Order Dispatch is considered for Power generated from RE sources alone or all generating sources including RE, thermal etc. Hence, the mentioned clause needs to be amended as PPA is signed for 25 years with a "must run" status, unless in cases of grid exigencies</p>	<p>The request is not accepted. This will be effective as per prevailing regulatory provision with respect to Merit order Dispatch.</p>
85				<p>If the back down is because of LC not opened then that should also be compensated.</p>	<p>The clause is revised in line with amended MoP guidelines dated 22.10.2019 as under:</p>	
86				<p>The solar power producer shall follow the forecasting and scheduling process as per applicable CERC/MERC regulations as amended from time to time. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of "must-run" to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a MSEDCL/SLDC. In case such eventuality of Backdown arises, except for the cases where the back down is on account of events like consideration of grid security/ an emergency in STU's / MSEDCL's evacuation system for safe operation of its Grid or safety of any personnel or the other such condition, the Solar Power Producer shall suitably back down their generation.</p> <p>In case of backing down situation, the Solar Power Producer will be eligible for Minimum Generation Compensation from Procurer/MSEDCL after receipt of State Energy Account or any other relevant documents certified by MSEDCL/SLDC as under:</p>	<p>The Solar Power Producer and the Procurer shall follow the forecasting and scheduling process as per applicable CERC/MERC regulations as amended from time to time. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), provides for status of "must-run" to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a MSEDCL/SLDC. In case such eventuality of Backdown arises, including non-dispatch of power due to non-compliance with "Order No. 23/22/2019-R&R dated 28.06.2019 of Ministry of Power regarding Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees" and any clarifications or amendment thereto, except for the cases where the Backdown is on account of events like consideration of grid security/ an emergency in STU's / MSEDCL's evacuation system for safe operation of its Grid or safety of any personnel or other such conditions, the Solar Power Producer shall suitably back down their generation.</p> <p>In case of backing down situation, the Solar Power Producer will be eligible for Minimum Generation Compensation from Procurer/MSEDCL after receipt of State Energy Account or any other relevant documents certified by MSEDCL/SLDC as under:</p> <p>Request MSEDCL to amend the clause inline with "Standard Bidding Guideline" amendment dated 22nd October, 2019</p>	<p>(a). The Solar Power 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 solar power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In case such eventuality of Backdown arises, including non-dispatch of power due to non-compliance with "Order No. 23/22/2019-R&R dated 28.06.2019 of Ministry of Power regarding Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees" and any clarifications or amendment thereto, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Solar Power Generator shall be eligible for a Minimum Generation Compensation, from the Procurer, in the manner detailed below:</p> <p>Duration of Back down : Hours of back down during a monthly billing cycle</p> <p>Minimum Generation Compensation = 100% of (Average Generation per hour during the month) x (number of back down 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</p> <p>(b)The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA). No Trading Margin shall be applicable on this Generation Compensation. Possible conditions for exclusion of Generation Compensation, on account of Backdown purposes, shall be clearly specified in the RfS and the PPA.</p>
87	PPA	Article 6: Clause No.6.2		<p>Article 6: BILLING AND PAYMENT</p> <p>6.2. Payment: MSEDCL shall make payment of the amounts due in Indian Rupees within thirty (30) days from the date of receipt of the Tariff Invoice by the designated office of the MSEDCL.</p>	<p>Payments shall be released within seven (7) days from Invoice date also MSEDCL shall provide 6 months back up revolving LC to developer to have support for Financial closure. Kindly accept the same & confirm.</p>	<p>The request is not accepted. The bidder has to adhere to PPA provisions.</p>
88	PPA	Article 6: Clause No. 6.3		<p>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 Power Producer at the rate of 1.25% (percent) in excess of the SBI, 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI.</p>	<p>Due date may please be clarified.</p>	<p>The due date will be thirty (30) days from the date of receipt of the Tariff Invoice (through MSEDCL billing portal).</p>
89	PPA	Article 8: Clause no.8.2.2 Non-Natural force majeure Event		<p>Delay in grant of connectivity due to the reason not attributable to SPD and consequent delay in financial closure and SCOD may be considered as Force majeure event.</p>	<p>We request that delay in grant of connectivity with CTU/STU be considered under Non-Natural Force Majeure Event.</p>	<p>The request is not accepted. The bidder has to adhere to PPA provisions</p>
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Sr. No	Rf/PPA	Clause No. (RIS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
91	PPA	Article 8: Clause No. 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
92	PPA	Article 9: Clause No. 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.
93	PPA	Article 9: Clause No. 9.2.5 Relief for Change in Law	The 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; 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) ⁿ / ((1+Mr) ⁿ)] ÷ [(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.	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.	The request is not accepted.The bidder has to adhere to PPA provisions.
94	PPA	Article 10: Clause No.10.1	This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement, shall continue to be in force for such time until the completion of a period of 25 years from the Scheduled Commercial Operation Date in case of proposed/new solar power projects or for a period of 25 years from the date of execution of PPA for existing solar power projects, irrespective of dates of part commissioning or full commissioning.	This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement, shall continue to be in force for such time until the completion of a period of 25 years from the Scheduled Commercial Operation Date/Extended Scheduled Commercial Operation Date or Commercial Operation Date (CoD), whichever is later, in case of proposed/ new solar power projects or for a period of 25 years from the date of execution of PPA for existing solar power projects, irrespective of dates of part commissioning or full commissioning.	The request is not accepted.It is as per MNRE guidelines.The bidder has to adhere to PPA provisions.
95	PPA	Article 10: Clause No.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.It is as per MNRE guidelines.The bidder has to adhere to PPA provisions.
96	PPA	Article 11: Clause No. 11.5	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.
97	PPA	Article 10: Clause 10.3.4.c	In the event of termination of PPA, any damages or charges payable to the STU, for the connectivity of the plant, shall be borne by MSEDCL..	Request that both the clauses be aligned	The provisions under Clause No.10.4.2 are applicable.
98	PPA	Article 10: Clause 10.4.2:	In the event of termination of PPA, any damages or charges payable to the STU/CTU, for the connectivity of the plant, shall be borne by MSEDCL.		

Sr. No	RIS/PPA	Clause No. (RIS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
99	PPA	Article 10: Clause 10.4.2.2 (a) (ii)		While the SPD may sell power to the 3rd party the obligation to pay for the power generated shall always lie with MSEDCL. In the event SPD receives more than PPA tariff the extra over the PPA tariff shall go to MSEDCL, similarly if it receives lower than PPA tariff the short fall shall be met by MSEDCL.	The request is not accepted. The bidder has to adhere to PPA provisions.
100	PPA	Schedule 3	Certificate of Commissioning of the Solar Photovoltaic Grid Interactive Power Project issued by CTU/STU/MSEDCL/ SLDC/MEDA.	With our experience in earlier projects in Maharashtra we have seen situation where SNA/MEDA registration have taken very long time, we understand this is a requirement as per Maharashtra solar policy to keep record of every project being commissioned in the state and doesn't have any technical aspects related to this which can impact the commissioning of the project, so request MSEDCL not to make this as a mandatory requirement for commissioning of the project and delete this condition.	The bidders are advised to refer prevailing Maharashtra State RE policy and its methodology
101	PPA	Appendix-A3	Sample Connectivity Report	CTU has its own Connectivity grant report and it may not follow any state sample report. Please clarify the same prior to bid submission. As after bid submission, clear response is not sought even after multiple requests from bidders.	The connectivity reports of CTU is allowed. However, the self attested Appendix-A-3 report (Sample connectivity report) shall be submitted.
102		General	Addition of New Clause	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.	The request is not accepted. The bidder has to adhere to PPA provisions.
103		General	Approval of MERC for RIS & PPA	Please provide confirmation that whether RIS & PPA are approved by MERC. If not, then please explain the mechanism: how and when will these documents be approved from MERC.	MSEDCL's Tender documents are based on MNRE guidelines and same has been intimated to Hon. MERC.
104		General	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.

Sr. No	Rfs/PPA	Clause No. (RIS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
106		Inclusion of Additional Clause		MSEDCL to incorporate clause regarding extension in commissioning and generation compensation in case plant is ready at SCOD but offtake is constrained because of incomplete power evacuation infrastructure.	The request is not accepted.The bidder has to adhere to PPA provisions.
107		Inclusion of Additional Clause		In the event of the plant being ready but the evacuation infrastructure to be set up / improved by MSEDCL and /or MSETCL then there should be provision for deemed generation compensation to the SPD. Request MSEDCL to insert the suitable clause in this regard.	The request is not accepted.The bidder has to adhere to PPA provisions.
108		Inclusion of 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.
109		Inclusion of Additional Clause		<p>It is understood that ISTS waiver as amended from time to time by Government of India will be applicable to this tender.It is suggested to include following Additional Clause: "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 SPD, the applicable transmission charges and losses shall be borne by the SPD.</p> <p>Rationale: At present ISTS waiver is applicable till 30th June 2023. SPD should not be liable for any levy of ISTS charge and losses in case Project is Majeure or any delay in readiness / commissioning of ISTS network.</p>	Since Delivery point of this tender is MSETCL/Maharashtra STU periphery, there is no need to include the clause as the transmission charges,if applicable in any case shall be borne by bidder.