

REPLIES TO BIDDERS QUERIES FOR PROCUREMENT OF POWER ON LONG TERM BASIS THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY REVERSE E-AUCTION) FROM 500 MW INTRA STATE GRID CONNECTED SOLAR PHOTOVOLTAIC POWER PROJECTS - RfS No. MSEDCL/RE/2022/500 MW Solar/Ph-IX/T-10 Dated 30.09.2022

Sr. No	Rfs/PPA	Clause No. (Rfs/PPA)	Existing Clause	Bidder's Query/Requests	MSEDCL Reply
1	RFS	Bid Information Sheet	INR 25000/- (Plus applicable GST) (to be paid through online payment. Account details are as below: Account Name- Maharashtra State Electricity Distribution Co. Ltd. Bank- Bank of Maharashtra. Branch-Bandra East, Mumbai Account No.-20045303764 IFSC Code-MAHB0000164 MICR Code-400014043 (Kindly provide UTR No. details to MSEDCL at the time of bid submission)		The account details for payment of cost of RFS and processing fees are as under: New Bank Account details: Bank- Bank of Maharashtra. Account No.-20045003931 IFSC Code-MAHB0000002 (Kindly provide UTR No. details to MSEDCL at the time of bid submission)
2	RFS	Definitions	“Capacity Utilisation Factor (CUF)” is the ratio of actual energy generated by SPV project over the year to the equivalent energy output at its rated capacity over the yearly period. The number of hours in a year for calculation of capacity utilization factor shall be considered as 8766. However for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity; In any Contract Year, if ‘X’ MWh of energy has been delivered out at the Delivery Point for ‘Y’ MW Contract capacity, CUF= (X MWh/(Y MW*8766)) X100%;		The Clause shall be revised as under: “Capacity Utilisation Factor (CUF)” is the ratio of D delivered Energy/Scheduled Energy by SPD over the year to the equivalent energy output at its contracted capacity over the yearly period. The number of hours in a year for calculation of capacity utilization factor shall be considered as 8766. However for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity; In any Contract Year, if ‘X’ MWh of energy has been delivered out at the Delivery Point for ‘Y’ MW Contract capacity, CUF= (X MWh/(Y MW*8766)) X100%;
3	RFS	Definitions	“Delivery Point” shall mean the point(s) of connection(s) at which energy is delivered into the Grid System: •For existing intra-state projects,at the existing metering point(s) •For new intra-state projects, at the voltage level of 33 kV or above of STU/MSETCL sub-station.	Kindly furnish the list of exiting and planned/ under construction STU /DISCOM Sub-stations with margin available for Solar integration to enable us for submitting a competitive bid. It is requested to allow ISTS connection within the state for Delivery point.	The link for the tentative list of sub-stations as available in MSETCL website is as under. https://www.mahatransco.in/uploads/docs/Cluster%20MSETCL_For%20Publish.pdf The request is not accepted. The bidders have to adhere to RfS conditions only.
4	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	It is requested to allow the following philosophy. 1. In case of net import of energy on monthly basis, bidder has to pay as per prevailing HT Tariff. 2. In case of net export of energy on monthly basis, billing shall be as per Tariff discovered under the Competitive Bidding.	The request is not accepted. The bidders have to adhere to RfS conditions only.
5	RFS	Section 1: Introduction: Clause No. 1.3.1	The Projects to be selected for aggregate capacity of 500 MW to be set up in any State in India, provide for deployment of Solar PV Technology....	The Projects to be selected for aggregate capacity of 500 MW to be set up in any State in India of Maharashtra, provide for deployment of Solar PV Technology ---- ---- We understand that this is a typographical error that allows the project to be set up in any state & not just in the state of Maharashtra. Please correct the same for clarity As the subject of tender refers INTRA STATE Project, the mentioned clause is contradictory	The Clause shall be revised as under: The Projects to be selected for aggregate capacity of 500 MW to be set up in Maharashtra State, provide for deployment of Solar PV Technology....
6	RFS	Section 3: Clause No. 3.3	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. 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.	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.	The request is not accepted. The bidders have to adhere to RfS conditions only.
			The Net-Worth of the Bidder for the financial year ended on 31.03.2021	The Net-Worth of the Bidder for the financial year ended on 31.03.2022 or 7 days prior to bid submission	

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7	RFS	Section 3: Eligibility Criteria Clause No. 3.6.1	Bidders shall have to furnish a Certificate from Chartered Accountants, certifying the Net worth per MW of quoted capacity as on 31st March, 2021 or.....	Bidders shall have to furnish a Certificate from Chartered Accountants, certifying the Net worth per MW of quoted capacity as on 31st March, 2022 or 7 days prior to bid submission or.....	<p>The request is partially accepted.</p> <p>In case the networth of the Bidder is not meeting the required criteria as on 31.03.2021 then the bidders can submit the Networth credentials based on latest available preferable as on 31.03.2022.</p>
			Certificate from Chartered Accountants, certifying the Net worth of the bidder per MW of quoted capacity as per Section 2 of the Companies Act 2013 as on date of financial year ending i.e. 31.03.2021 or	Certificate from Chartered Accountants, certifying the Networth of the bidder per MW of quoted capacity as per Section 2 of the Companies Act 2013 as on date of financial year ending i.e. 31.03.2021 or 31.03.2022 or 7 days prior to bid submission	
			The Net-Worth of the Bidder for the financial year ended on 31.03.2021	We would request you to kindly accept Net-Worth and Financial Statements of the previous Financial Year ending 31st March 2021	
8	RFS	Section 3: Connectivity with the Grid	List of Substation	<p>List of STU/ MSETCL substation along with available connectivity may kindly be provided to assist SPD selection of Suitable sites and planning.</p> <p>We request MSEDCL to provide a list of STU S/s in Maharashtra and available capacities at the STU S/s</p>	<p>The link for the list of sub-stations as available in MSETCL website is as under.</p> <p>https://www.mahatransco.in/uploads/docs/Cluster%20MSETCL_For%20Publish.pdf</p>
9	RFS	Section 3: Connectivity with the Grid Clause No.3.7.3	<p>_____Provided that if Successful Bidder/SPV with whom PPA has been executed have the Grid connectivity in name of its developer, the successful bidder shall submit Memorandum of Understanding (MoU) between successful bidder and its developer for utilization of grid connectivity of its developer by the successful bidder under this Tender. However, successful bidder shall fulfill all the responsibilities under PPA.</p>	<p>We understand that successful bidder can use the grid connectivity approval of other developer(s) by signing a MOU for utilization of the same. As per current procedure, this arrangement is allowed only if the developer has taken connectivity in solar park mode. However, the developer is not obliged to develop proper infrastructure and access to amenities for the solar park and the same is normally taken up by the individual project owner itself. Thus, the solar park in the above situation does not qualify as a solar park defined under the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects which requires the solar park developer to complete proper infrastructure and access to amenities inline with the said Guidelines.</p> <p>Accordingly, we request MSEDCL to clarify that in the above case the SCOD shall be 18 months from execution of the Power Purchase Agreement and not 15 months.</p>	<p>It is clarified that in case grid connectivity is in the name of solar park developer and the successful bidder(s) wants to utilise the same for their project then SCOD shall be 15 months.</p>
10	RFS	Section 3: Connectivity with the Grid 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.	<p>The Bidder shall be entitled to deemed generation in case of delay in grant of connectivity on account of reasons not attributable to SPD</p> <p>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.</p> <p>Please modify clause accordingly.</p>	<p>Securing connectivity with the grid shall be the sole responsibility of solar project developer. So, the successful bidder shall not be entitled to deemed generation and no extension shall be allowed for any delay in grant of connectivity.</p> <p>The request is not accepted. The bidder shall adhere to terms and conditions of tender.</p>
11	RFS	Section 3: Clause 3.9.i	Earnest Money Deposit (EMD) of INR 4.72 Lakh / MW (Inclusive of GST) in the form of Bank Guarantee along with RFS according to Format 6.3 A and valid for 06 months from the last date of bid submission and shall be submitted by the Bidder along with their bid failing which the bid shall be summarily rejected.	Kindly allow bidder to submit EMD form its parent company, whose financial credentials are used by the bidder.	The request is not accepted. The bidders have to adhere to RFS conditions only.
12	RFS	Section 3: Clause 3.9.v	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 is on account of delay caused due to a Force Majeure. 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). 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>We request MSEDCL to add below underlined text:</p> <p>.....unless the delay is on account of delay caused due to a Force Majeure or <u>due to any reasons not attributable to the successful bidder'</u></p>	The request is not accepted. The bidders have to adhere to RFS conditions only.
13	RFS	Section 3: Clause 3.12.1	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.	We request MSEDCL to kindly allow the injected power shall exceed the Contracted AC Capacity plus ±5% as well as the inverter capacity AC Capacity ±5% limit.	The request is not accepted. The bidders have to adhere to RFS conditions only.

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14	RFS	Section 3: Connectivity with the Grid Clause No.3.13	... if the Project Developer fails to report such tie-up then the MSEDCL shall forfeit the Performance Bank Guarantee (PBG) unless the delay is on account of delay caused due to a Force Majeure ,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).	We request MSEDCL to add below underlined text: unless the delay is on account of delay caused due to a Force Majeure <u>or due to any reasons not attributable to the successful bidder</u>	The request is not accepted. The bidders have to adhere to Rfs conditions only.
15	RFS	Section 3: Clause No.3.14.5	Part commissioning of the Project shall be accepted by MSEDCL subject to the condition that Minimum Capacity for acceptance of first and subsequent part (s) commissioning shall be 50 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, the SCOD (Scheduled Commercial Operation Date) will not get altered due to partcommissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCOD. In case of commissioning of project delayed beyond SCOD, MSEDCL will purchase the generation for the period from Scheduled COD to Commercial Operation Date at 75% of PPA tariff.	As the minimum project capacity is 25 MW at single location, minimum capacity for part commissioning may be revised to 5 MW. We request MSEDCL to purchase the generation in case of early part commissioning at PPA tariff We request to include the undelined text as below: delayed beyond SCOD <u>due to reasons solely attributable to the successful bidder.</u>	The request is not accepted. The bidders have to adhere to Rfs conditions only. The request is not accepted. The bidders have to adhere to Rfs conditions only.
16	RFS	Section 3: Clause No.3.14.6	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.	We request MSEDCL to purchase the generation in case of early commissioning at PPA tariff	The request is not accepted. The bidders have to adhere to Rfs conditions only.
17	RFS	Section 3 : Clause no. 3.19 (c)	If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to Rfs, in any manner whatsoever, MSEDCL reserves the right to reject such response to Rfs and/or cancel the Letter of Award, if issued, and the Bank Guarantee provided up to that stage shall be encashed.	We understand that the term 'Bank Guarantee' refers to the EMD only and not PBG. Please confirm.	Yes, your understanding is correct. For the avoidance of doubt, it is clarified that if the event specified at caluse no. 3.19 (c) is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
18	RFS	Section 4 :Clause No.4.2 -B(iii) Techno-commercial Evaluation of bidders	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.	We request MSEDCL to remove this clause (elimination of H1 bidder)	The request is not accepted. The bidders have to adhere to Rfs conditions only.
19	RFS	Section 4 :Clause No.4.4.6	Also, MSEDCL shall reserve the right to short close the capacity lower than 500 MW at its discretion if prices are abruptly high.	We request MSEDCL to remove this clause. If not, then short closing the capacity should be subject to the acceptance of bidder	The request is not accepted. The bidders have to adhere to Rfs conditions only.
20	RFS	Annexure-E	We also understand that the Modules to be procured for this project, shall be from the List – I of the ALMM order applicable on the date of invoicing of such modules.	a) ALMM restricts the Module Suppliers with suitable credentials. b) With the requirement of ALMM and Glass-Glass type module (with laminators with heating plates on both sides) greatly restricts the Module Suppliers. Hence Request you to kindly waive-off the requirement.	The request is not accepted. It is as per MNRE guidelines.
21	PPA	Definitions	Appropriate Commission	Appropriate Commission may please be defined in line with TBCB Guidelines/Electricity Act and accordingly the role of Appropriate Commission may be defined and incorporated.	Appropriate Commission shall mean Maharashtra Electricity Regulatory Commission (MERC).
22	PPA	Definitions	Tariff adoption and Procurement approval	As per TBCB Guidelines, MSEDCL is required to get the tariff adopted by the Appropriate Commission. Accordingly, such clause may please be incorporated.	No change is required in the Rfs.
23	PPA	Definitions	“Delivered Energy” means the kilowatt hours of energy actually fed and measured by the energy meters at the Delivery Point and as certified by SLDC/DISCOM.	The tariff shall be offered taking the prevailing CERC Regulations and MoP order into consideration wherein the waivers of Intra-State Transmission charges and losses are available on the Solar PV Projects. In case the Intra-state Transmission charges and losses from Delivery point to MSETCL periphery are not exempted or such exemption is withdrawn subsequently, then SPD shall not bear intra-state transmission charges and losses for the energy procured during the term of the PPA & shall be allowed to be claimed under change in law.	“Delivered Energy” means the kilowatt hours of energy actually measured by the energy meters / scheduled energy as may be applicable at the Delivery Point and as certified by SLDC/DISCOM.
24	PPA	Definitions	“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 transmission line (dedicated/sharing) connecting the solar power project STU/MSETCL sub-station.....	Also, in Intra-state connected projects, may please clarify that where will be the physical location of the meters weather at point of connectivity with the network or at MSETCL periphery as it is mentioned in PPA clause 7.1.2 that meters to be installed at metering point	It is clarified that in case of new intra-state solar projects, metering point shall be at the voltage level of 33 kV or above of STU/MSETCL sub-station .

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25	PPA	Section 3: Clause no. 3.1.xiii	The Power Producer cannot inject power three months earlier to Scheduled Commercial Operation Date from Project without MSEDCL's consent.	Request to withdraw this clause as this would disincentivize SPDs to commission the Plant early and deny the benefit of fulfilling RPO to MSEDCL.	The request is accepted. The clause is revised as under: "The Power producer can inject power earlier to Scheduled Commercial operation Date(SCOD) with MSEDCL's consent."
26	PPA	Section 3: Clause no. 3.4	Generation compensation due to evacuation issues at the time of SCOD:i) Upon the occurrence of an Emergency in STU's / DISCOM evacuation system for safe operation of its Grid, STU / DISCOM reserves the right to shut down the line and has no obligation to evacuate the power.ii) If plant is ready before Schedule Commercial Operation Date, but the off take is constrained because of incomplete power evacuation infrastructure, no compensation shall be payable. [Applicable only in case of new plant yet to be commissioned]	May please align with TBCB Guidelines as this is not SPD default and hence, they should be compensated. Further the standard following provision may also be added "for any delays in grant of connectivity and/or delay in readiness of the substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the network SCD shall be extended by MSEDCL" We request MSEDCL to compensate the plant generation if shut down STU's / DISCOM evacuation system.	The request is not accepted. The bidders have to adhere to PPA conditions only. The request is not accepted. The bidders have to adhere to PPA conditions only.
27	PPA	Section 4: Clause no. 4.1.6	For intra - state projects, the part commissioning of the project may be accepted by MSEDCL subject to the condition that minimum capacity for acceptance of first and subsequent part commissioning shall be 50 MW.	As the minimum project capacity is 25 MW at single location, minimum capacity for part commissioning may be revised to 5 MW .	The request is not accepted. The bidders have to adhere to PPA conditions only.
28	PPA	Section 5: Clause No.5.3	Start-up power/Auxiliary consumption: 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. MSEDCL shall ensure that the power as required by the Power Producer under reasonable notice time shall be available without delay.	Request to allow netting off import power from the Grid as is prevailing in other States. It is requested to allow the following philosophy. 1. In case of net import of energy on monthly basis, bidder has to pay as per prevailing HT Tariff. 2. In case of net export of energy on monthly basis, billing shall be as per Tariff discovered under the Competitive Bidding	There will be no netting of Export and Import of energy. The Successful bidder has to avail separate connection for import of energy.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.
29	PPA	Section 5: Clause No.5.4.3	Excess generation: In case the availability is more than the maximum CUF specified, the Solar Power Producer will be free to sell it to any other entity provided first right of refusal will vest with the MSEDCL. In case the Procurer purchases the excess generation, excess generation over and above 10% of declared annual CUF, the same may be done at 75% of the PPA tariff.	We request MSEDCL to purchase the excess generation over and above 10% of declared annual CUF at PPA Tariff	The request is not accepted. The bidders have to adhere to RfS conditions only. This is as per MNRE bidding guidelines.
30	PPA	Section 5: Clause No.5.5 DC Oversizing	DC Capacity for Change in Law = AC Contracted Capacity x (Declared CUF / Minimum CUF stipulated in RFS)	We would request you to kindly review the given formula for better clarity.	No change is required.
				No limit should be given in Compensation due to change in law or it may be limited to 150% of AC capacity. As per the industry practise, there is no limit on the DC capacity for compensation under change in law. However, if at all to be specified, it may be limited to 150%.	The request is not accepted. The bidders have to adhere to PPA conditions only.
				We request MSEDCL to remove the clause as it is deviating from standard bidding guidelines issued by MOP and the other Solar tenders invited by various DISCOMS such as PSPCL, GUVNL doesnot restrict the bidders with such clause.	
31	PPA	Section 5: Clause no.5.6	Generation Compensation in off take constraint due to transmission	We acknowledge that the generation loss shall be compensated by PSPCL procuring excess generation in the succeeding 3 contract years. But in case of long period of grid unavailability or transmission constraint, the excess generation may not be able to compensate for the total loss of deemed generation during that period. We request you to consider it as deemed generation eligible for regular payments if this condition persist for more than 1 month.	The request is not accepted. The clause is in line with MNRE Competitive bidding guidelines.
32	PPA	Section 5: Clause No. 5.7 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.	May kindly remove this clause. It is requested to consider Merit Order Despatch applicability under Change in law and to be dealt accordingly.	The request is not accepted. The bidders have to adhere to PPA conditions only.
33	PPA	Section 6: Clause no.6.3	Late Payment: In the event of delay in payment of Monthly bill by MSEDCL thirty (30) days beyond its due date, 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.	Request MSEDCL to please clarify what shall be the Due date referred in this clause.	Due date is referred to Due Date of Payment defined in the PPA.
				Recent amendments in Late Payment Surcharge Rules'22 may be suitably incorporated.	The request is not accepted. The clause is in line with MERC (Terms and Conditions for Determination of Renewable Energy Tariff) Regulations, 2019.
34	PPA	Section 6: Clause no. 6.5(1)(c)(iii)	The MSEDCL shall replenish the Letter of Credit to bring it to the original amount within 30 days in case of any valid drawdown.	The MSEDCL shall replenish the Letter of Credit to bring it to the original amount within 03 days in case of any valid drawdown. As per the industry practice, the Letter of Credit should be replenished immediately in cases of any valid drawdown.	The request is not accepted. The bidders have to adhere to PPA conditions only.

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35	PPA	Section 8:	Force Majeure	Request MSEDCL to include "Pandemic" as a force majeure event.	The request is not accepted. The clause is in line with MNRE Competitive bidding guidelines.
36	PPA	Section 8: Clause No.8.2.1 (a)	Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site),earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if it is declared / notified by the competent state / central authority / agency (as applicable), or verified to the satisfaction of Procurer;	Please clarify whether declaration/notification by authority or verification to satisfaction of Procurer is only limited to typhoon/tornado or applicable for all events listed under this Clause 8.2.1 (a).	It is clarified that declaration/notification by authority or verification to satisfaction of Procurer is applicable for all events listed under this Clause 8.2.1 (a)
				In case of any local natural FM event like flood or local storm , etc there may not be declaration of such event. So please remove requirement of FM event to be declared / notified by the competent state / central authority / agency (as applicable), or verified to the satisfaction of Procurer	The request is not accepted. The clause is in line with MNRE Competitive bidding guidelines.
37	PPA	Section 8: Clause No.8.2.2	Non - Natural Force Majeure Event	Request MSEDCL to include Delay in permits, consent, Administrative approvals from Govt authorities as a non-natural force-majeure event	The request is not accepted. The clause is in line with MNRE Competitive bidding guidelines.
38	PPA	Section 8: Clause no.8.5.1	The Affected Party, to the extent rendered unable to perform its obligations or part of the obligation thereof under the PPA as a consequence of the Force Majeure Event, shall be excused from performance of the obligations, provided that the period shall not exceed 180 (one hundred and eighty) Days from the date of issuance of the FM Notice. The Parties may mutually agree to extend the period for which performance is excused due to a Force Majeure Event.	In addition to extension in SCOD due to Force Majeure, SPD should also be entitled to get compensation if Force Majeure event gets extended beyond 3 months causing loss to the Developer	The request is not accepted. The bidders have to adhere to PPA conditions only.
39	PPA	Section 9: Clause no. 8.9.1	No Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure event. However, adjustment in tariff shall not be allowed on account of Force Majeure event.	Please clarify whether the Term of the PPA will be extended due to delays caused by a FM event.	No
40	PPA	Section 9: 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 Force Majeure event can be deferred. Therefore, provision may be modified accordingly.	The request is not accepted. The bidders have to adhere to PPA conditions only.
41	PPA	Section 9: Clause no.9.2.2	Subject to Clause 9.2.1, in the event of occurrence of any of events as provided under Article 9.1 which results in any increase/ decrease in the Project Cost (i.e. the cost incurred by the power producer towards supply and services only for the Project concerned, up to the Actual Commissioning Date of the last part capacity or Scheduled Commissioning Date/extended Scheduled Commissioning Date , whichever is earlier), the solar power producer/MSEDCL shall be entitled for compensation by the other party, as the case may be, subject to the condition that the such „Change in Law“ is recognized by the MERC. Compensation payment on account of such 'Change in Law' shall be determined and shall be effective from such date as may be decided by the MERC.	Request MSEDCL to consider the entitlement for compensation due to change in law for the operation period post commissioning as well	The request is not accepted. The bidders have to adhere to PPA conditions only.
42	PPA	Section 9: Clause No.9.2.4	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.	Already increase/decrease in Project cost and/or subsequently tariff has been incorporated in incidental clauses, the same is not required. Such restriction is contrary to the intention of compensation.	The request is not accepted. The bidders have to adhere to PPA conditions only.
43	PPA	Section 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 90 % of disputed amount within the due date	The request is not accepted. The bidders have to adhere to PPA conditions only.
44	PPA	Section 13: Clause no. 13.1	Governing Law: This Agreement shall be interpreted, construed and governed by the Laws of India.	Please include that the courts at Mumbai shall have exclusive jurisdiction over disputes arising out of this PPA, subject to Clause 11.	It is already covered in the clause no. 11.8 of the PPA.
45	New Clause	Time extension in SCD for offtake constraints due to Transmission Infrastructure not complete/ ready	No clause regarding Time extension in SCD for offtake constraints due to Transmission Infrastructure not complete/ ready. Kindly include the proposed clause.	Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of LTA by the STU and/or there is a delay in readiness of the STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU network until SCD of the Project, The above shall be treated as delays beyond the control of the SPD and SCD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA. It is requested to include the clause pertaining to Time extension for the SCD of the project in case of delay in grant/ operationalization of LTA by the STU and/or there is a delay due to transmission infrastructure not complete/ ready (Transmission constraint) beyond Delivery Point as this is beyond control of SPD.	The request is not accepted. The bidder shall choose the location of projects considering the physical progress of corresponding transmission network in order to avoid the scenario of delay . Securing connectivity with the grid shall be the sole responsibility of Solar power generator and all transmission charges and losses up to delivery point shall be to the account of solar power generator.

Sr. No	Rfs/ PPA	Clause No. (Rfs/PPA)	Existing Clause	Bidder's Query/Requests	MSEDCL Reply
46	New Clause	New Clause: Generation compensation for offtake constraints due to Transmission Infrastructure not complete/ ready	No clause regarding Generation compensation for offtake constraints due to Transmission Infrastructure not complete/ ready.	<p>After the scheduled commissioning date, if the plant is ready but the necessary power evacuation/ transmission infrastructure is not ready, for reasons not attributable to the Solar Power Generator, leading to offtake constraint, the provision for generation compensation is as per TBCB guidelines 5.5.1 (a).</p> <p>It is requested to include the clause pertaining to Generation Compensation for offtake constraint due to Transmission Infrastructure not complete/ ready (Transmission constraint) beyond Delivery Point as this is beyond the control of SPD.</p>	<p>The request is not accepted. The bidders have to adhere to PPA conditions only.</p>