

Reply to Pre Bid Queries to 500 MW Intra state Wind Solar Hybrid Tender vide RfS No. RfS No. MSEDCL/RE/2022/500MW/Wind-Solar Hybrid/T-Phase II Dt-4th October 2022

Sr. No	Document	Clause No.	Existing Clause	Recommendations	MSEDCL Reply
1	RfS	Bid information Sheet	Bank- Bank of Maharashtra. Branch-Bandra East, Mumbai Account No.-20045303764 IFSC Code-MAHB0000164	Kindly note that the bank account details in respect of cost of RfS document is changed. The new account details are mention herewith in the MSEDCL reply. The bank details of MSEDCL for bank Guaranty shall remain unchanged.	NEW BANK ACCOUNT DETAILS Name Of Bank-BANK OF MAHARASHTRA Bank Branch- FORT, MUMBAI Bank Account no - 20045003931 IFSC Code- MAHB0000002 (Kindly provide UTR No. details to MSEDCL at the time of bid submission)
2	RfS		Project: shall mean the Wind-Solar Hybrid Power Project, comprising Solar PV and Wind Power generation facilities having a single point or separate points of injection in to the grid at the Delivery Point/Interconnection Point/Metering Point at STU/CTU sub-station or in case of sharing of transmission lines, by separate injection at STU/CTU sub-station and having control systems and metering....	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 Maharashtra & outside Maharashtra such as - a. Solar Project in Maharashtra connected to STU + Wind Project in MP connected to CTU b. Solar Project in MP + Wind Project in Maharashtra connected to CTU	The project can be set up at multiple locations within the State of Maharashtra only subjected to definition of Wind -solar hybrid project and minimum capacity for single location. The delivery Point and interconnection point of wind-solar hybrid project shall be at Maharashtra STU periphery.
3	RfS		EMD BG : 5 Lakh/MW	We request you to align the Clause with Standard tenders like SECI and NTPC and replace the requirement for EMD BG with Declaration of Bid Security	The request is not accepted. The bidder shall adhere to RfS bid condition.

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4.i	RfS	Definitions	<p>Delivery Point shall mean the point(s) of connection(s) at which energy is delivered into the Grid System</p> <p>i) For new intra - state projects, at the voltage level of 33 kV or above of STU/MSETCL sub-station. .</p> <p>ii) For existing intra - state projects, at the existing metering point(s)</p>	Request that for interstate projects the delivery point / interconnection point / metering point be the CTU substation	The request is not accepted. The bidder shall adhere to RfS bid condition.
4.ii	RfS	Definitions	Delivered energy shall mean the kilowatt hours of energy actually fed and measured by the energy meters at the Delivery Point and as certified by SLDC/MSEDCL as applicable.		The definition shall stand revised as under: “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.

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4.ii i	RfS	Definitions	<p>CUF shall have the same meaning as provided in CERC (Terms and conditions for tariff determination from Renewable Energy Sources) Regulations, 2020 as amended from time to time.</p> <p>For illustration, CUF shall be calculated based on the annual energy injected / delivered as the case may be . In any Contract year, if 'X' MWh of energy has been delivered out at Delivery Point for 'Y' MW Contracted capacity, $CUF = (X \text{ MWh}) / (Y \text{ MW} * 8766) \times 100\%$.</p>		<p>The Clause shall stand revised as under: "Capacity Utilisation Factor (CUF)" is the ratio of Delivered Energy/Scheduled Energy by the HPD 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, $CUF = ((X \text{ MWh}) / (Y \text{ MW} * 8766)) \times 100\%$;</p>
5	RfS		Connectivity	Please clarify on the quantum of connectivity - Would it be equal to the arithmetic sum of the installed capacity	Quantum of connectivity shall be equal to Contracted AC capacity.

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6	RfS	1.2.4	Wind-Solar Hybrid Power Developer (HPD) shall be responsible for arrangement of startup power/ auxiliary consumption	We request MSEDCL to kindly remove this clause. We would like to understand the reason whether separate electricity connection is required for start-up power. We suggest that it can be deducted from tariff invoices at HT prevailing rates and after deduction SPD can be paid the final amount. Separate connection request is an additional burden to SPD. Wind-Solar Hybrid Power Developer (HPD) shall be responsible for arrangement of start-up power / auxiliary consumption and the same will be treated as per the concern state regulations.	There will be no netting of Export and Import of energy. The import and export of energy shall be billed separately. The Successful bidder has to avail separate connection for import of energy. MSEDCL shall supply electricity to the HPD/Power Producer at the MSEDCL's prevailing HT Industrial Tariff rate in force from time to time and HPD/Generator shall pay for this electricity at applicable tariff.
7	RfS	3.6.1	Net Worth:	We would request you to kindly accept Net-Worth and Financial Statements of the previous Financial Year ending 31st March 2021. The same was allowed in MSEDCL's previous tenders.	The request is accepted. Accordingly the clause no. 3.6.1 of RFS is revised as follows: Net Worth: a) The Net-Worth of the Bidder for the financial year ended on 31.03.2021 Or preferably as on 31.03.2022 shall not be less than INR 1.00 Crores per MW (of the capacity quoted in bid). In case of foreign companies, the applicable financial year shall be as per the applicable laws of the country of Incorporation.

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8	RfS	3.7.viii	The HPD shall be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations till the Delivery Point	Who will bear ISTS charges, in case plant is ready but connectivity at S/s is not available	The tender is for intra state projects only. Since the grid connectivity is in the scope of bidder, the transmission losses and charges, if any till the delivery point shall be responsibility of bidder.
9	RfS	3.9.1	Earnest Money Deposit (EMD) of Rs. 5 lakh / MW per Project plus applicable GST in the form of Bank Guarantee along with RfS according to Format 6.3 (A) and valid for 09 months from the last date of bid submission and shall be submitted by the Bidder along with their bid failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be in the name of the Bidding Company / Lead Member of Bidding Consortium. The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed at Annexure-B in favour of MSEDCL.	Kindly allow bidder to submit EMD form its parent company, whose financial credentials are used by the bidder	The request is not accepted. The bidder shall adhere to RfS bid condition.
10	RfS	3.9.4	Extension of Financial Closure penalty: ₹10,000/MW	Request that the clause be aligned with the SBG and the penalty for extension of FC to be reduced to ₹1000/MW	The request is not accepted. The bidder shall adhere to RfS bid condition.
11	RfS	3.11.1	However, the HPD will be allowed to change the location of the Project(s) until the achievement of Financial Closure i. e. till 12 months from execution of PPA without any change in the project configuration	HPD shall be allowed to change location till SCOD and not FC	The request is not accepted. Bidder has to adhere the RfS condition.

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12	RfS	3.11.4	Bidder shall identify the 100% (hundred per cent) land at the time of bid submission. The Successful bidder shall submit documents / Lease Agreement to establish possession and right to use 100 % (hundred per cent) of the required land in the name of the successful bidder/SPV for a period not less than the complete term of PPA, one month before SCOD. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or MSEDCL, in case of default of the Bidder. At the time of Bid submission, the Bidder shall submit following details for identification of land i) Sworn affidavit from the authorized person of the successful bidder listing the details of the land and certifying total land required for the project. ii) Copy of key plan drawing showing survey number, plot number, point of installation of Wind-Solar Hybrid project with capacity.	Please clarify when we need to identify 100% land at the time of submission or one month before SCOD	Clarification: The bidder shall mention location of land at the time of bid submission. Self-Undertaking for identification of land for wind-solar hybrid project as per annexure D shall be submitted at the time of financial closure. Relevant documents to establish possession and right to use 100 % (hundred per cent) of the required land in the name of the Bidder shall be submitted one month prior to SCOD. It is further clarified that, Bidder is required to submit a single affidavit for the Wind-Solar Hybrid Project.
13	RfS			Request MSEDCL to kindly delete this clause as it is already part of clause 3.15 "Financial Closure or Project Financing Arrangements". Moreover, we request MSEDCL to provide time till SCOD for providing 100% land.	
14	RfS			Request to modify clause as below; Bidder shall identify the 100% (hundred per cent) land at the time of bid submission and submit documents / Lease Agreement to establish possession and right to use 100% of the required land in the name of the Bidder for a period not less than the complete term of PPA, one month before at the time of SCOD.	
15	RfS			Request MSEDCL to change this clause at the time of SCOD and not at the time bid submission. Also, please clarify whether we need to declare two affidavits in case we are considering multiple locations(one for wind & other for solar)	

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16	RfS	3.12.2	<p>During PPA, if for any Contract Year, it is found that the Power Producer has not been able to generate minimum energy corresponding to minimum annual CUF declared by the Power Producer, such shortfall in performance shall make Power Producer liable to pay the compensation to MSEDCL. This will, however be relaxed by MSEDCL to the extent of grid non-availability for evacuation, which is beyond the control of the Wind-Solar Hybrid power generator. The amount of such penalty shall ensure that the MSEDCL is offset for all potential costs associated with low generation and supply of power under the PPA, subject to 50% (fifty percent) of the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA. This penalty shall be applied to the amount of shortfall in generation during the Contract year. However, this penalty shall not be applicable in events of Force Majeure identified under PPA affecting supply of wind-solar hybrid power by seller/power producer.</p>	<p>We request MSEDCL to decrease penalty to 25% of the PPA tariff as provided in other solar tenders issued by MSEDCL.</p>	<p>The request is not accepted. Further, the clause 3.12.2 of RfS is revised as follows: 3.12.2 Shortfall in minimum generation: During PPA, if for any Contract Year, it is found that the Power Producer has not been able to generate minimum energy corresponding to minimum annual CUF declared by the Power Producer, such shortfall in performance shall make Power Producer liable to pay the penalty to MSEDCL. This will, however be relaxed by MSEDCL to the extent of grid non-availability for evacuation, which is beyond the control of the Wind-Solar Hybrid power generator. The amount of such penalty shall ensure that the MSEDCL is offset for all potential costs associated with low generation and supply of power under the PPA, subject to 50% (fifty percent) of the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA. This penalty shall be applied to the amount of shortfall in generation during the Contract year. However, this penalty shall not be applicable in events of Force Majeure identified under PPA affecting supply of wind-solar hybrid power by seller/power producer. It shall not be construed that, the penalty is payable by the HPD/generator, only if the MSEDCL is required to pay penalty for not meeting of RPO target as stipulated by Hon'ble MERC / GoI OR that the MSEDCL/HPD shall be required to prove/establish payment of penalty for not meeting the RPO target as stipulated by Hon'ble MERC / GoI.</p>

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17	RfS	3.12.3	In case the MSEDCL purchases the excess generation, excess generation over and above maximum annual CUF, the same may be done at 75% of the PPA tariff. MSEDCL shall inform the HPD for procurement of excess power within 15 days of receiving a written intimation from the HPD for such excess generation.	We request MSEDCL to allow buying any excess power (over the specified range of CUF) at the PPA tariff rates only.	The request is not accepted. The provision is as per MNRE guidelines for wind solar hybrid projects. Bidder has to adhere to the RfS condition.
18	RfS	3.15.3	ii) Identification of 100% of the land for the project.	Please clarify when HPD needs to submit 100% identification of land. Clause 3.11.4 & 3.16.3 differs about the same.	Clarification: The bidder shall mention identification/location of land at the time of bid submission. Relevant documents to establish possession and right to use 100 % (hundred per cent) of the required land in the name of the Bidder shall be submitted one month prior to SCoD.
19	RfS	3.16.5	The part commissioning should not be construed by just installing one source of generation, the HPD shall install both Solar and Wind capacities in proposed ration on pro-rata basis.	Please mention Tariff at which MSEDCL will procure power in case of early part commissioning. Request MSEDCL to procure power at 100% Tariff for early part as well as full commissioning	Clarification: In case of early part commissioning of hybrid projects in proportion to their respective sources, PPA tariff shall be applicable without any additional impact on account of change in law event, if any .In case of early full commissioning of hybrid projects PPA tariff shall be applicable without any additional impact on account of change in law event.

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20	RfS	3.27	MSEDCL reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability.	We request MSEDCL to kindly remove this clause. As a bidder, we invest a lot of time & manpower for submitting our bids & it would be a great injustice if MSEDCL rejects a bid or cancel the bid without proper justification. Bidders invest a lot of time and money while participating in bids and cancellation of bids.	The request is not accepted. The bidder shall adhere to RfS bid condition.
21	RfS	3.20.xii.i	Activity wise Tentative schedule for meeting timelines/milestones as per RfS at the time of bid submission such as Grid Connectivity, Material Procurement, tentative date/month of procurement of Wind turbines/Solar Modules/Panels, Country of Import, if not domestically procured – Wind Turbines/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.	We request that the requirement for mentioned information be removed at the time of bid submission. Such data can be indicated at the time of SCOD	The request is not accepted. The bidder shall adhere to RfS bid condition.
22	RfS	Format 6.1, point no -10	Further, the project shall not be considered as commissioned unless the connectivity with STU / CTU/DISCOM grid is established, SNA/MEDA registration certificate and RLDC / SLDC / DISCOM issues certificate of commissioning. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration	We request that the issuing of commissioning certificate be not linked with MEDA registration. We understand the importance of the same and shall abide by the process of MEDA registration, however would request you omit the requirement of MEDA registration for issuing the commissioning certificate as it is a cumbersome process.	Clarification: The bidder has to follow the prevailing State RE policy of Govt. of Maharashtra and its methodology for the projects in Maharashtra.

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23	RfS	4.1.ii	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 seems to be a contradiction in these two clauses. Clause 4.1.ii says that if the number of bidders is less than 2 , MSEDCL shall repeat the process 3 times, whereas in Clause 4.2.ii.c it says that if the no of bidder is one still MSEDCL will decide along with MERC. Please align.	Clarification: 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.
24	RfS	4.2.ii.c	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.		
25	RfS	4.2.ii.c	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.	In order to provide level playground to all the bidders, we request that all techno commercially qualified bidders be allowed for RA	The request is not accepted. The bidder shall adhere to RfS bid condition.
26	RfS	4.2.ii.c	Elimination before RA (Reverse Auction)	Please clarify if elimination will happen if the no of bidders is more than 5, but the capacity is less than 500 MW	Clarification: It is to clarified that ,even if the no. of bidders are more than 5, but the bid capacity received is less than 500 MW, then bidder or bidders with the highest quoted Tariff shall be disqualified from this Tender process.
27	RFS	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 12	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 at any time before achievement of Financial Closure i.e. within 12 (Twelve) months from	The request is not accepted. The bidder shall adhere to RfS bid condition.

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			(Twelve) months from the date of execution of the Power Purchase Agreement.	the date of execution of the Power Purchase Agreement. We request MSEDCL to allow change in location any number of times before the financial closure.	
28	PPA	5.6.5	Generation Compensation due to backed down	In addition to Generation compensation defined for the case, request you to provide SCOD extension as well for the project.	The request is not accepted. The bidder shall adhere to RfS bid condition.
29	RfS	Covering Letter Point 10	We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity within the period of 3 months from the date of signing of PPA. In the event of delay in commissioning, the provisions of Section 3.14 of the RfS/ relevant articles of PPA shall be applied on such projects. Further, the project shall not be considered as commissioned unless the connectivity with STU /DISCOM grid is established, SNA/MEDA registration certificate and / S L D C / DISCOM issues certificate of commissioning. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.	Kindly change the period of getting connectivity as 12 months as provided in clause 3.7.II of the RFS "The successful bidder shall submit documentary evidence for securing its connectivity with grid from STU within 12 months from the date of signing of PPA i. e. at the time of Financial Closure."	The bidder request is accepted. The point 10 of covering letter is revised as follows: We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity within the period of 12 months from the date of signing of PPA. In the event of delay in commissioning, the provisions of Section 3.14 of the RfS/ relevant articles of PPA shall be applied on such projects. Further, the project shall not be considered as commissioned unless the connectivity with STU /DISCOM grid is established, SNA/MEDA registration certificate and / S L D C / DISCOM issues certificate of commissioning. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.

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30	PPA		Compensation in off take constraint due to Grid Unavailability:	<p>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:</p> <p><u>Duration of Grid unavailability</u> Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted), for Grid unavailability beyond 50 hours in a Contract Year:</p> <p><u>Provision for Generation Compensation</u> Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)] Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year.</p> <p>The excess generation by the HPD equal to this generation loss shall be procured by MSEDCL at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.</p>	The request is not accepted. The bidder shall adhere to bid condition.

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31	PPA	Definitions	<p>Definition: "Government Instrumentality" shall mean the GoI, the GoM and their ministries, inspectorate, departments, agencies, bodies, authorities, legislative bodies.</p>	<p>The definition should include the Government of the state in which the project is being set up by the HPD</p> <p>Hence, we request you to revise the said clause as under:</p> <p>"Indian Governmental Instrumentality": shall mean the Government of India, Governments of state(s)..... [Insert the name(s) of the state(s) in India, where the Power Project, MSEDCL and HPD are located] and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government(s) or both, any political sub-division of any of them; including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;</p>	<p>The request is not accepted as the tender is for projects to be located in Maharashtra State only. The bid condition shall prevail.</p>

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32	PPA		Tariff adoption	<p>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.”</p>	<p>Clarification: Since the PPA will be executed after adoption of tariff, there is no need to include such clauses.</p>
33	PPA		Tariff adoption	<p>Please provide us the timelines about when MSEDCL will go to Appropriate Commission for adoption of Tariff</p>	<p>Clarification: The same shall be sole discretion of MSEDCL.</p>

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34	PPA	5.6.2	Shortfall in minimum generation	Please clarify what is the treatment for shortfall in first year.	Clarification: For the first year i.e. for the period between COD till commencement of first financial year, except for the Projects having COD as 1st April, the CUF shall not be calculated and accordingly no penalty for shortfall shall be applicable.
35	PPA	6.5.2	Payment Security Fund	Please state the deposit amount Rs / MW to be deposited in Payment Security Fund. Is the developer required to make payment for this fund	Clarification: The bidders are not required to deposit amount in said fund.
36	PPA	8.2.2	Non-Natural Force Majeure	We request that delay in grant of connectivity with CTU/STU be considered under Non-Natural Force Majeure Event	The request is not accepted. The bidder has to adhere to PPA provisions
37	PPA	9.2.2	If a Change in Law results in the Power Producer's costs directly attributable to the Project being decreased or increased by one percent (1%), of the estimated revenue from the Electricity for the Contract Year for which such adjustment becomes applicable or more, during Operation Period, the Tariff Payment to the Power Producer shall be appropriately increased or decreased with due approval of MERC.	We request that the increase / decrease in tariff be limited to actual DC capacity or 150% (One hundred & fifty percent) of contracted AC capacity, whichever is lower.	The request is not accepted. Further for the purpose of calculating compensation under change in law the maximum permissible DC capacity of solar component is as follows, Allowable DC capacity in MW under change in law = [AC contracted capacity of solar component in MW] X [value of declared CUF of Solar component in %] / 19% The Bidder shall submit the CUF of solar component separately.

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38	PPA	9.2	Change in Law Relief	<p>Since this formula is based on the assumption that entire additional capital cost due to impact of change in law is under debt which is not viable hence request you to replace the said clause with standard clauses as below:</p> <p><i>"On the occurrence of a Change in Law event, the monthly tariff shall be adjusted in accordance with the principle that the affected party is compensated so as to restore it to the same economic position as if such Change in Law had not occurred.</i></p> <p><i>Every net increase/decrease of Rs.1 lakh per MW in the Project Cost 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.</i></p> <p><i>For e.g. in case the change in tariff payable is calculated as Rs. 0.14678/kWh, it shall be modified as Rs. 0.146/kWh."</i></p>	The request is not accepted. The bidder has to adhere to PPA provisions.

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39	PPA	4.1.7	In case the HPD wishes add up capacities (Wind +Solar) of multiple locations to meet part commissioning requirements, it is allowed only in case HPD completed entire capacity proposed under such locations.	We request MSEDCL to allow part commissioning if the hybrid projects have different interconnection points.	Please refer clause 3.16.4 of RfS which is reproduced as follows: 3.16.4 Part Commissioning: Part commissioning of the Project shall be accepted by MSEDCL subjected to the condition that the minimum capacity for acceptance of first part commissioning shall be at least 50 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, the project can further be commissioned in parts of at least 25 MW batch size: with last part could be balance capacity. However, the SCOD will not get altered due to part commissioning. In case of part – commissioning of the Project, land corresponding to the part capacity being commissioned, shall be required to be demonstrated by the HPD prior to declaration of commissioning of the said part capacity. Irrespective of dates of part commissioning, the PPA will remain in force for a period of 25 years from the SCOD
40	RFS	FORMAT 6.3A	[Insert the amount not less than that derived on the basis of Rs. 10 Lakhs per MW of cumulative capacity Bidder] proposed, only, on behalf of M/s.	In format 6.3A EMD mentioned @ Rs. 10 Lakhs per MW where as in clause No 3.9.1 it is mentioned as Rs. 5 lakh / MW per Project plus applicable GST. Kindly clarify EMD amount to be considered.	It is clarified that, the EMD shall be Rs. 5 lakh / MW / project plus applicable GST.

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41				We request you to provide existing list of Sub-stations with available quantum.	The link for the list of sub-stations as available in MSETCL website is as under. https://www.mahatransco.in/uploads/docs/Cluster%20MSETCL_For%20Publish.pdf
42				We request MSEDCL to provide upcoming list of Sub-station in Maharashtra with details such as location, voltage level, evacuation quantum. Further, request you to confirm if the Bidder choose to bid considering up-coming substation, same is allowed.	The request is not accepted. The bidder has to adhere to PPA provisions.
43				Suppose a Bidder set-up a power plant located outside the Maharashtra State however the location is very near to border of Maharashtra and connected to the Maharashtra STU substation. Whether such power plant is eligible under this tender?	It is clarified that, the projects shall be set up within the state of Maharashtra.