

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 WITH GREEN SHOE OPTION OF ADDITIONAL UPTO 500 MW vide RfS No. MSEDCL/RE/2023/500 MW Solar/Ph-X/T-19 Dated 14.02.2023					
Sr. No	Rfs/ PPA	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query/Requests	MSEDCL Reply
1	RFS	Section 1: Introduction: Clause No. 1.3.4	In order to timely completion of project, the bidder shall submit activity wise Tentative schedule for meeting timelines/milestones as per RfS Schedule- 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.	We request MSEDCL that the activity wise schedule of different activities shall be submitted by SCOD.	The request is not accepted. The bidders have to adhere to RfS conditions only.
2	RFS	Section 3: Clause No. 3.2.2	Minimum Capacity of Project: The minimum project capacity shall be 25 MW at single location with minimum bid capacity of 50 MW for projects	Minimum Capacity of Project: The minimum project capacity shall be 25 10 MW at single location with minimum bid capacity of 50 MW for projects. We request MSEDCL to decrease the minimum project capacity at a single location to 10 MW. Minimum Capacity of Project: The minimum project capacity shall be 25 MW at single location with minimum bid capacity of 50 MW for projects. Note: The maximum bidding capacity to single bidder is 500 MW subject to satisfying technical and financial criterion. Further, the project capacity shall be in the multiples of 10 MW/5 MW beyond minimum project capacity (25 MW).	The request is not accepted. The bidders have to adhere to RfS conditions only.
3	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.	Request you to allow change of location/interconnection point upto SCOD. Also the requirement of land identification and tentative locations shall be removed. 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. any number of times till commissioning of the project. We request MSEDCL to allow change in project location any number of times till commissioning of the project 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.
4	RFS	Section 3: Clause No. 3.4.5	The successful bidder shall submit his acceptance for availing the "Green-Shoe Option" maximum within 07 (Seven) days from the date of e intimation by MSEDCL.	We request MSEDCL to extend the time given for acceptance for availing the greenshoe from 7 days to 14 working days from e-RA.	The request is not accepted. The bidders have to adhere to RfS conditions only.
5	RFS	Section 3: Clause No. 3.5.3	A bidder which has been selected as successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the successful bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA.	Can a Bidder use an existing 100% SPV for undertaking the Project/signing of PPA? We request MSEDCL to clarify that succesful bidder can use an existing 100% SPV for undertaking the Project/signing of PPA?	No, the bidder can't use existing 100% SPV. The request is not accepted. The bidders have to adhere to RfS conditions only.
6	RFS	Section 3: Connectivity with the Grid Clause 3.7	The responsibility of getting the grid connectivity with STU i.e MSETCL shall entirely be of the successful bidder. The successful bidder shall submit documentary evidence for securing connectivity with grid in its name/ or its developer from STU 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.	As per the RfS, to get the Grid Connectivity with STU in scope of successful bidder. Please provide the updated list of STU Substations with Capacity and Bay facility. The responsibility of getting the grid connectivity with STU i.e MSETCL shall entirely be of the successful bidder. Kindly share the list of STU details along with coordinates and available connecting capacity. Also share the availability of spare bay and communication details.	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

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7	RFS	Section 3: Connectivity with the Grid Clause 3.7	<p>Clause 3.7.2: The responsibility of getting the grid connectivity with STU i.e MSETCL shall entirely be of the successful bidder. The successful bidder shall submit documentary evidence for securing connectivity with grid in its name/ or its developer from STU 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 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>Clause 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.</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.</p> <p>However, the developer is not obliged to develop proper land, proper infrastructure and access to amenities for the solar park and the same is normally taken up by the individual project owner itself.</p>	<p>Clause 3.7.2: The responsibility of getting the grid connectivity with STU i.e MSETCL shall entirely be of the successful bidder. The successful bidder shall submit documentary evidence for securing connectivity with grid in its name/ or its developer from STU 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 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>Clause 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.</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.</p> <p>However, the developer is not obliged to develop proper land, proper infrastructure and access to amenities for the solar park and the same is normally taken up by the individual project owner itself.</p>	The request is not accepted. The bidders have to adhere to RFS conditions only.
8	RFS	Section 3: Connectivity with the Grid Clause No.3.7.3	<p>Clause 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.</p>	<p>It is envisaged that Metering point will be at STU substation, kindly confirm. It is envisaged that Plant contracted capacity will be measured at STU substation. Also requesting MSEDCL to allow 5% additional capacity wrt to contacted capacity.</p>	<p>Yes, your understanding is correct. Metering point will be at STU/MSETCL substation as defined in the RFS.</p> <p>However, your request regarding 5% additional capacity w.r.t contracted capacity is not accepted. The bidder shall adhere to terms and conditions of RFS and PPA.</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>
9	RFS	Section 3: Connectivity with the Grid Clause No.3.7.6	<p>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>	<p>Incase there is delay in grant of connectivity wrt connecting substation and beyond, the project shall be entitled to deemed generation. Kindly confirm.</p> <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. 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>
10	RFS	Section 3: Clause 3.9.ii	<p>The Bidders selected by MSEDCL, based on this RFS shall submit the Performance Bank Guarantee (PBG) of INR 11 Lakh/MW</p>	<p>In line with the other tenders, request you to kindly reduce the PBG amount to 8Lakhs</p>	The request is not accepted. The bidders have to adhere to RFS conditions only.
11	RFS	Section 3: Clause 3.9.v	<p>If the Successful Bidder fails to achieve Financial Closure as prescribed in Clause 3.13, the MSEDCL shall encash the Performance Bank Guarantee (PBG) unless the delay 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>	<p>In line with the other tenders, we request MSEDCL to consider reduction of penalty amount in case of extension of FC from rs. 10,000/day to Rs. 1,000/day.</p> <p>Request you to kindly decrease the delay penalty as Rs. 10000/day/MW is a very huge amount of penalty. For Example if FC is delayed by 30 days for 150 MW project then penalty amount will be 4.5 Crores.</p> <p>We request MSEDCL to kindly decrease the amount of penalty to Rs. 1000/day/MW</p>	The request is not accepted. The bidders have to adhere to RFS conditions only.
12	RFS	Section 3: Clause 3.12	<p>"Declared CUF" shall mean the % capacity utilization factor of the project mentioned in Clause No. 5.4.2 of the PPA and which shall 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</p>	<p>Since the first year shall have stabilization issues as well as module performance uncertainties, to reduce the inherent risk to the SPD, it shall be beneficial if SPD are allowed to change the CUF till third year of operations as well. Kindly allow change in CUF during COD and after once till third year.</p>	The request is not accepted. The bidders have to adhere to RFS conditions only.

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13	RFS	Section 3: Connectivity with the Grid Clause No.3.13.c	Submit power evacuation/ connectivity agreement of successful bidder with STU/DISCOM;	The requirement of submission of Power Evacuation arrangement shall be submitted prior to SCOD of project. Kindly amend the clause suitably.	The request is not accepted. The bidders have to adhere to RFS conditions only.
14	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 part commissioning. 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.	Part Commissioning: Part commissioning of the Project shall be accepted by MSEDCL subject to the condition that the Minimum Capacity for acceptance of first and subsequent part(s) commissioning shall be 50 MW, 10 MW without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. We request MSEDCL to revise the minimum capacity for part and subsequent commissioning to 10 MW.	The request is not accepted. The bidders have to adhere to RFS conditions only.
				We request MSEDCL to purchase the generation in case of early part commissioning at PPA tariff.	The request is not accepted. The bidders have to adhere to RFS conditions only.
15	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.	MSEDCL shall purchase at 100% PPA tariff. 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.
16	RFS	Section 3: Clause No.3.18.7	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 up to the date of commissioning of the Project. However, Bidder shall submit the details of Modules, at least 30 days before SCOD	Please clarify whether ALMM will be applicable or not as Govt has given relaxation for 2 years. Kindly confirm.	It is to clarify that ALMM will be applicable as per MNRE guidelines till MNRE issues notification/amendment to ALMM.
17	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.
18	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.
19	RFS	Annexure-G	Main Keywords: 1) Made in India	Please clarify whether it is 100% make in India ? Or all major components such as post, tubes, charging module, dampers etc shall be manufactured in India and other critical assembly parts can be imported from USA/ Germany/ China/ Thailand/ Vietnam. Also import of tracker should be allowed.	The request is not accepted. The bidders have to adhere to RFS conditions only.
20	PPA	Definitions	"Capacity Utilization Factor (CUF)" is the ratio of Delivered Energy by SPD 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 number of hours in a year for calculation of capacity utilization factor shall be considered as 8760 (365X24). Please confirm. Further please inform the basis of 8766 hours in a year.	Bidder is requested to refer CERC (Terms and Conditions for Determination of Tariff for Renewable Energy Projects) Regulations, 2020
21	PPA	Article 4: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION Clause no. 4.1.6	The power producer shall install complete DC capacity as per the Clause 5.5 of the PPA, at the time of Commercial Operation Date (COD) of the project. Further, the power producer shall not add/install any additional DC capacity post Commercial Operation Date (COD) of the project.	Any additional DC capacity post Commercial Operation Date (COD) i.e re-powering of the project is allowed as per clause no.(3.12.4 Repowering) of RFS. Kindly confirm. Request you to kindly delete clause no. 4.1.6 of the PPA.	Yes, your understanding is correct.
				Clause 4.1.6 of the PPA document defines that the power producer can not install any additional DC capacity post Commercial Operation Date (COD) of the project which is in contradiction to clause 5.4 of the PPA which states that the power producer shall be allowed to re-power the project from time to time during the PPA duration to maintain the desired CUF of the project. So we request MSEDCL to kindly delete clause no. 4.1.6 of the PPA as it creates hinderance/restriction on the flexibility provided to the power producer for repowering of the project by addition of DC capacity in case power producers are not able to meet the desired CUF.	The request is not accepted. The bidders have to adhere to PPA conditions only.

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22	PPA	Section 5: Clause No.5.3	<p>Start-up power/Auxiliary consumption:</p> <p>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.</p>	<p>Start-up power/Auxiliary consumption: MSEDCL shall supply electricity to the Power Producer at a tariff as detailed below</p> <p>1. In case of net import of energy on monthly basis, bidder has to pay as per prevailing HT Tariff.</p> <p>2. In case of net export of energy on monthly basis, billing shall be as per Tariff discovered under the Competitive Bidding 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.</p> <p>We request MSEDCL to consider this request as the current electricity bills of auxiliary consumption is very high which increase the O&M cost of the projects.</p>	<p>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.</p>
23	PPA	Section 5: Clause No.5.4.3	<p>Excess generation:</p> <p>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.</p>	<p>We request MSEDCL to purchase the excess generation over and above 10% of declared annual CUF at PPA Tariff</p>	<p>The request is not accepted. The bidders have to adhere to RFS conditions only. This is as per MNRE bidding guidelines.</p>
24	PPA	Section 5: Clause no.5.6	<p>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</p>	<p>The Generation loss is due to reason not attributable to the SPD, so the SPD can be compensated in the next month itself. Further since plants are not designed to generate "excess generation" beyond the max. CUF, so the existing compensation will be difficult to materialize and will not help cover the losses. Further generation loss to be compensated at 100% PPA tariff.</p>	<p>The request is not accepted. The clause is in line with MNRE Competitive bidding guidelines.</p>
25	PPA	Section 6: Clause no.6.3	<p>Late Payment:</p> <p>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.</p>	<p>We propose to bill you on first day of every month for previous months bill.Request you to confirm</p>	<p>The request is not accepted. The bidders have to adhere to PPA conditions only.</p>
26	PPA	Section 7: Clause no. 7.1.7	<p>The Solar Power Producer shall also establish backup metering system/check meter. In the event of the Main Metering System is not in service for the reason of maintenance, repairs or testing, then the Backup Metering System/Check Meter shall be used during the period for which the Main Metering System is not in service and the provisions above shall apply to the reading of the Backup Metering System.</p>	<p>kindly inform the number of meters to be installed at the plant and the substation.</p>	<p>The bidder has to install number of meters as per existing metering regulations issued by MERC/CERC/CEA.</p>
27	PPA	Section 8:	Force Majeure	<p>Request MSEDCL to include "Pandemic" as a force majeure event.</p>	<p>The request is not accepted. The clause is in line with MNRE Competitive bidding guidelines.</p>
28	PPA	Section 8: Clause No.8.2.2	Non - Natural Force Majeure Event	<p>Request MSEDCL to include Delay in permits, consent, Administrative approvals from Govt authorities as a non-natural force-majeure event</p>	<p>The request is not accepted. The clause is in line with MNRE Competitive bidding guidelines.</p>
29	PPA	Section 8: Clause no.8.5.1	<p>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.</p>	<p>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</p>	<p>The request is not accepted. The bidders have to adhere to PPA conditions only.</p>
30	PPA	Section 9: Clause no.9.2.2	<p>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.</p>	<p>Request MSEDCL to consider the entitlement for compensation due to change in law for the operation period post commissioning as well</p>	<p>The request is not accepted. The bidders have to adhere to PPA conditions only.</p>

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31	General			Requesting MSEDCL to provide expected timelines for issuance of LOA, filing of tariff adoption and PPA signing from e-Ra.	MSEDCL shall issue Letter of Award to the successful bidders post adoption of the tariff by the Hon'ble Commission (MERC). In line with the clause no. 3.9.(iv) of the RfS, the successful bidders shall sign the PPA with MSEDCL within 30 days after the date of issue of LoA. So, no such new clause is required.
32	General			We request MSEDCL to include Generation compensation in off take constraint due to transmission infrastructure not complete/ready beyond delivery point in PPA.	The request is not accepted. The bidders have to adhere to PPA conditions only.