REPLY TO PRE-BID QUERIES FOR RfS No. RfS No. MSEDCL/RE/2024/1650MW/Wind-Solar Hybrid/ Phase IV dated					
Sr. No.	**Clause of RFS/PPA**	**Clause No.**	**Existing Clause**	**Bidders Query / Suggestion**	**MSEDCL's Reply**
1	RFS	Bid Information Sheet	Rs 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.	Cost of RfS Document for Small companies should be lower than Big corporates or should be according to the capacity they are bidding for. e.g. 10 MW bidder vs 100 MW vs 1000 MW plant bidder. It should be in proportion, otherwise everyone has to pay the Hefty non-refundable fees, which discourages small companies	The request is not accepted. Bidder shall adhere the RfS condition.
2	RFS	Bid Information Sheet,	The last date of bid submission 31.07.2024 (14:00 Hrs).	**Hinduja** - We hereby request MSEDCL to extend the bid submission by atleast 30 days as the identification of land & SS in the state of Maharashtra is herculean task . **Avaada Energy Pvt. Ltd &Tata Power**.- We kindly request an extension of minimum 3 Weeks beyond the current deadline [31-July-2024] to adequately finalize and submit our bid as considering the quantum of the bid, it will demand meticulous planning, detailed analysis, and comprehensive preparation on our part to ensure that our bid is not only competitive but also aligns with the project's requirements and objectives.	Revised:- The last date of bid submission 05.08.2024 (14:00 Hrs).
3	RFS	Bid Information Sheet	Processing Fee (non- refundable): Rs. 10 Lakhs plus applicable GST as on last date of bid submission for each response/bid, (to be paid through online payment to the above mentioned account details (Kindly provide UTR No. details to MSEDCL at the time of bid submission), along with the response to RfS.	Non-refundable Processing Fees [10 lakh + gst, Too high to pay as a small company cannot afford these fees]. This requirement can be divided into small scale and large scale companies. Small scale companies won't be able to bid on this project. For large, established corporations, these fees might be justifiable.	The request is not accepted. Bidder shall adhere the RfS condition.
5	RfS	Definitions	Project/ Wind-SolarHybrid PowerProject/ PowerProject : 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 sub-station or in case of sharing of transmission lines, by separate injection at STU sub-station and having control systems and metering. The Project shall include all units/ modules and auxiliaries and associated facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to MSEDCL. The windsolar hybrid power project is the project, where the rated power capacity of one resource is at least 33% (As specified by MNRE/MoP time to time) of the total contracted power capacity.	Clarification Request - We acknowledge the understanding that a bidder has the flexibility to install components of a Hybrid project at different locations with separate points of injection into the grid at the Delivery Point. Can we install one component of the Hybrid project in the state of Maharashtra and another component in any state other than Maharashtra, provided that both locations meet the necessary regulatory and technical requirements for grid connectivity and project implementation under this RfS. Please clarify?	Clarification:- The project can be set up in multiple locations such that one source location in one State and second source location in other state, subjected to defination of Wind -solar hybrid project and The minimum Project size of a single Hybrid Power Project for inter-state projects shall be 50 MW and above at one site and for intra-state projects shall be 10 MW and above at one site. The delivery Point of wind-solar hybrid project shall be at Maharshtra STU periphery

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6	RfS	3.2.2.I c)	…….....The same Project capacity shall be entered in the Covering Letter and shall be considered as the Contracted Capacity under the PPA.	**Hinduja** - Please clarify whether the Developers are allowed to install capacity more than the contracted capacity or not (For Both Co-location & Multi-location) If the Contracted capacity is 150MW , whether the developers are allowed to install 200MW capacity or not and whether in this case who shall bear the additional cost of transmission charges (for incremental capacity of 50MW)etc. if any levied by STU/Discoms etc. **Juniper Green** - …….....The same Project capacity shall be entered in the Covering Letter and shall be considered as the Contracted Capacity under the PPA. For avoidance of any doubt, it is hereby reiterated that the Project capacity of the Wind-Solar Hybrid Project does not necessarily have to be the arithmetic sum of the installed capacity of the two resources.	clause 3.2.2 I c) is modified as under:- Under this RfS, a Wind-Solar Hybrid Power Project shall mean a Project comprising two 'Resources' - one Solar and one Wind Power Project. The rated installed Project capacity of either of the two resources (wind or solar) shall be at least 33% of the total contracted capacity. (For e.g, if the total contracted capacity comprises of 200 MW then the minimum rated project capacity of any of the resource (wind or solar) shall be at least 66 MW). Note: In the interest of utilizing the optimization potential offered by Wind-Solar Hybridization of the two resources, the HPG is free to declare the Project capacity of the Wind-Solar Hybrid Power Project at the STU/CTU Substation, which shall be considered as the Contracted capacity of the Wind-Solar Hybrid Power Project. The same Project capacity shall be entered in the Covering Letter and shall be considered as the Contracted Capacity under the PPA. For avoidance of any doubt, it is hereby reiterated that the Project capacity of the Wind-Solar Hybrid Project does not necessarily have to be the arithmetic sum of the installed capacity of the two resources. However, the requirements as indicated above, regarding the minimum installed rated capacity of each of the components shall be strictly adhered to, failing which, the Project shall not be eligible for commissioning under the RfS.
7	RFS	3.2.2(b)	The minimum bid capacity shall be 50 MW and above subject to the condition that the rated power capacity of one resource (wind or solar) shall be at least 33% (As specified by MNRE/MoP time to time) of the total contracted capacity.	Out of 1000 MW capacity requirement, we think you should provide opportunity to Startup companies in terms of minimum Capacity Power plant. It seems you have a 50 MW minimum capacity plant requirement. It should be 1 - 2 MW for small companies.	The request is not accepted. The bidder has to adhere to RfS provisions. Further its clarifed that the minimum capacory for interstate project is 50 MW and Minimum bid cpapcity for intra stste project is 10 MW
8	RFS	3.3	The HPGs are free to change the Project location upto the date as on 12 months after Effective Date of the PPA.	Requesting MSEDCL to permit location change until financial closure.	The request is not accepted. Bidder shall adhere the RfS condition.
9	RFS	Clause 3.8.1, Pg. 26	Earnest Money Deposit (EMD) of Rs. 11 lakh / MW in the form of Bank Guarantee along with RfS according to Format 6.3 (A) and valid for 8 months with claim period of 9 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.	**Avaada**- We request to reduce the EMD value to Rs. 5 Lakh /MW considering the maximum offered capacity as 1650 MW. And We request MSEDCL to kindly condier the EMD validity for a period of 6 Months from the date of Bid Deadline which equivalent of Bid Validity. MSEDCL may seek extension in EMD-BG validity from the Successful Bidders in case there is a delay in Tariff Adoption & PPA Signing. **Guru Rathod** - EMD : 11 lakh/MW. It is possible that new inventions, designs could create power in less investment. e.g. 1 lakh / MW with innovative designs. We are providing this as an example. So for a small percentage of requirements, e.g. out of 1000 MW your company should consider new companies with lower EMD requirements.	The request is not accepted. Bidder shall adhere the RfS condition.

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10	RFS	Clause 3.8.2, Pg. 26	Performance Bank Guarantee (PBG): The bidders selected by MSEDCL, based on this RfS shall submit the Performance Bank Guarantee (PBG) of Rs. 28 Lakh/MW according to the Format 6.3 (B), issued in favor of MSEDCL Seven (7) days prior to signing of PPA, with a validity period of 9 months and with claim period of 12 months from SCSD .	We request MSEDCL to kindly accept the PBG of Rs. 12 Lakh/MW with Claim Period equivalent to PBG validity Period and PBG validity of 30 days from SCSD.	The request is not accepted. Bidder shall adhere the RfS condition.
11	RFS	Clause 3.11	3.11 Financial Closure or Project Financing Arrangements 3.11.1 The HPG shall report 100 % tie-up of Financing Arrangements for the projects within Twelve (12) months the date of signing of PPA. Accordingly, the successful bidder shall furnish the following documents within Twelve (12) months from the date of signing of PPA.	We request MSEDCL to kindly extend the FC Timeline from 12 months to 18 Months from the sate of PPA signing.	The request is not accepted. The bidder has to adhere to RfS provisions.
12	RfS	3.13	Land Arrangement: Bidder shall identify the 100% (hundred per cent) land at the time of bid submission a)Sworn affidavit from the authorized person of the successful bidder listing the details of the land and certifying total land required for the project. (b) Copy of key plan drawing showing survey number, plot number, point of installation of Wind-Solar Hybrid project with	We understand that the details are tentative and all these details can be changed/modified before the SCSD of the Project	The Understanding is correct.
13	RfS	3.15.1	The HPG will declare the annual CUF of their project at the time of bid submission and will be allowed to revise the same once within first three years after SCSD of the full project capacity. The declared annual CUF shall in no case be less than 35% over a Contract Year.	**Hinduja**- The HPG will declare the annual CUF of their project at the time of bid submission and will be allowed to revise the same once within first three years after SCSD of the full project capacity. The declared annual CUF shall in no case be less than 30% over a Contract Year. .... **Juniper Green** -.Since , the CUF requirement for the project is 35%, would request MSEDCL to kindly clarify whether oversizing of the project components is allowed or not in order to achieve the desired CUF.	The request is not accepted. Bidder shall adhere the RfS condition.
14	RfS	3.17.5 (b)	…..... In case MSEDCL decides to buy such discrete component's power outside the PPA, such Wind power shall be purchased at the rate of Rs. 2.52 per unit and Solar Power shall be purchase at the rate of Rs. 2.42 per unit upto SCSD or extended SCSD.	**Avaada** - We request MSEDCL to not put such ceiling of tariff in case of early commissioning of one of the component's power. The tariff shall be same as discovered through e-RA. **Tata Power**. - As the first right of refusal rests on MSEDCL , we request MSEDCL to purchase power @ PPA tariff in this case . **Juniper Green, -**.. …..... In case MSEDCL decides to buy such discrete component's power outside the PPA, such ~~Wind~~ power shall be purchased at the rate of 75% of the PPA Tariff ~~of Rs. 2.52 per unit and Solar Power shall be purchase at the rate of Rs. 2.42 per unit upto SCSD or extended SCSD. 2.~~

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15	RFS	Clause 3.17.5 (b)	In case MSEDCL decides to buy such discrete component's power outside the PPA, such Wind power shall be purchased at the rate of Rs. 2.52 per unit and Solar Power shall be purchase at the rate of Rs. 2.42 per unit upto SCSD or extended SCSD.	We request MSEDCL to not put such ceiling of tariff in case of early commissioning of one of the component's power. The tariff shall be same as discovered through e-RA. & As the first right of refusal rests on MSEDCL , we request MSEDCL to purchase power @ PPA tariff in this case .	The request is not accepted. Bidder shall adhere the RfS condition.
16	RFS	4.4.3	The capacity allocation shall be on the basis of Bucket filling i.e. capacity quoted by least quoted tariff bidder (called the L1 bidder) at the rates quoted (L1 rates) shall be allocated first, then the capacity quoted by the next lowest bidder (called the L2 bidder) at the rates quoted (called the L2 rates) may be allocated and so on However, the allocation will only be made to the bidders whose bid falls within a pre-defined "Range" from the L1 tariff. Thus, after arranging the bidders in the ascending order of tariff, the Project capacities will be awarded only to those bidders whose final price bids are within a range of "L1+3%", in terms of Rs/kWh.	Requesting MSEDCL to modify this clause as within a range of L1 + 5%.	The request is not accepted. Bidder shall adhere the RfS condition.