

Addendum-3 (Reply to pre-bid queries)

Sr. No.	RfP Clauses	Clarification Sought/Suggestions	MSEDCL Reply
1.	Last Date of Submission		The last date of bid submission is 23.09.2024
2.	Performance Bank Guarantee – Rs. 18.50 Lakhs/MW	Request for a provision for giving an option of Payment on Order Instrument (POI) as an alternative to Performance Bank Guarantee (PBG)	Payment on Order Instrument (POI) is allowed as an alternative to Performance Bank Guarantee (PBG)
3.	Bid Information Sheet: NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB 1. Selection of Battery Energy Storage System Developers for Setting up of 600 MWh (300 MW x 2 hrs) Battery Energy Storage Systems in Maharashtra for “on Demand” usage under Tariff-based Competitive Bidding		Bid Information Sheet: NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB Revised as under: 1. Selection of Battery Energy Storage System Developers for Setting up of 250 MW /500 MWh (250 MW x 2 hrs) Battery Energy Storage Systems in Maharashtra for “on Demand” usage under Tariff-based Competitive Bidding with additional green shoe capacity up to 500 MW/ 1000 MWh
4.	Additional Clause:4.4		4.4 MSEDCL shall exercise the Green-Shoe Option to allocate additional capacity up to 500 MW/ 1000 MWh to the successful bidder if discovered tariff is found economical to MSEDCL. In order to avail the Green-Shoe Option, the successful bidder need to match the lowest discovered tariff (L1 tariff) of this tender corresponding to the Green-Shoe quantity. The Successful bidder shall avail the capacity to the extent of their respective quoted capacity or higher quantum (in case of the L1,L2,L3.... Successful Bidder does not accept the additional quantum offered under the ‘Green shoe Option’) to the extent of green shoe capacity. It would be voluntary for Successful Bidder(s) to opt for green-shoe option. For the avoidance of doubt, capacity allocation under ‘Green Shoe’ shall only be for the successful bidders i.e., bidders winning e-RA. The successful bidder shall submit his acceptance for availing the "Green-Shoe Option" maximum within 07 (Seven) days from the date of intimation by MSEDCL. Successful Bidder(s) intending to avail the Green shoe Capacity shall have to meet the eligibility criteria for the capacity intended to be entered into PPA under ‘Green shoe

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			<p>Option'. Successful Bidder(s) shall have to comply with the same by making submissions required in accordance with Section 4 and Section 34 of the RfS along with Bank Guarantee related to Earnest Money Deposit (EMD) as per the Clause 16 of the RfS to the capacity won under "Green-Shoe Option" (in addition to the capacity won previously) within a period of 10 days from the date of acceptance of Green Shoe Option by the successful bidder.</p> <p>The Successful Bidders shall sign separate PPAs for base (awarded) capacity and green shoe capacity.</p> <p>The terms & conditions as well as obligations & rights of Successful Bidder(s) as well as MSEDCL shall be identical for additional capacity allocated under the 'Green shoe Option' as for the base capacity of 500 MW/1000 MWh under this RfS.</p> <p>However, the discretion to allot or not to allot the additional capacity upto 500 MW/1000 MWh capacity under Green Shoe option shall be vested solely with MSEDCL.</p> <p>The land details for green shoe capacity will be provided after availing the green shoe option upto 500 MW/1000 MWh capacity by bidder.</p>
5.	<p>Section 3: Clause No. 3.3 The BESS shall be charged by drawing power from MSEDCL and inject power to MSEDCL network in accordance with the dispatch instructions issued by SLDC in consultation with MSEDCL</p>	<p>SLDC coordination and scheduling we understand in Bidder scope. Please confirm.</p>	<p>As the projects are connected to the MSEDCL sub-stations the dispatch instructions will be issued by MSEDCL on the day ahead basis. MSEDCL may revise the schedule by giving advance notice to the BESSD ; Provided that, such revisions shall be effective from the 4th time block following the time block in which the request of revision has been received by the BESSD to be first one</p>
6.	<p>Section 3: Clause No. 4.1 Selection of BESS Projects for a total capacity of 300 MW x 2 Hours = 600 MWh will be carried out through e-bidding followed by e-Reverse Auction process. The minimum bid size shall be 100 MWh i.e. 50 MW x 2 hours.</p>	<p>Kindly Confirm A Bidder can select the Project Location as per Annexure-E and Bid for it</p>	<p>The bidder has to select the sub-stations mentioned at Annexure- E.</p>

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7.	<p>Section 3: Clause No. 4.1 For a specified Contracted Capacity, any oversizing of the BESS over the minimum rated Energy capacities required under this RfS is left to the discretion of the BESSD. However, it is to be noted that, at the time of commissioning, rated capacity of the BESS (Power and Energy) to be installed as indicated in the BESPA, will be verified.</p>	<p>VGf rated energy capacity) to a third party.</p> <p>We request MSEDCL to allow excess energy considering oversizing to be sold on On-demand basis after meeting the contractual requirements, during contractual period of 12 years also.</p>	<p>NO merchant capacity allowed, BESSD cannot sell storage capacity to anyone, during BESPA Tenure.</p>
8.	<p>Section 3: Clause No. 5.1 The total capacity of 300 MW/ 600 MWh shall be set up at locations, as shown in Annexure-E. A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a Project Capacity of either one project or multiple projects out of total capacity of 300 MW / 600 MWh in the prescribed formats.</p>	<p>The minimum capacity for a single bidder should be clearly defined.</p> <p>Paragraph 4.1 states that the minimum bid capacity shall be 100 MWh (i.e., 50 MW for 2 hours). However, Annexure-E lists individual locations with capacities of 10 MW/20 MWh. Therefore, the minimum bid size should either be aligned with location-wise capacities, or both the minimum capacity and location structure need to be standardized.</p> <p>Will MSEDCL Decide which sites to give to the bidder? What is the Min. Bid size?</p> <p>Request to consider reducing the minimum bid size from 50 MW/100 MWh to 10 MW/20 MWh.</p>	<p>The minimum bid size is 20 MW/ 40 MWh. i. e. atleast 2 locations mentioned in Annexure- E. Please note that if Bidder bids for multiple locations then the tariff quoted for each location shall be the same. If the same tariff is not quoted by the bidder then that bid for particular location will be disqualified.</p> <p>Please note that If multiple bids are received for same location i.e Say for location A if Bidder 1 submits X bid and Bidder 2 submits Y bid then there will be e-reverse auction for location A. In case only 1 bid is received for particular location then selection of the bidder will be at MSEDCL's discretion.</p>

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9.		<p>As the total project 300MW is distributed throughout 30 sites i.e. 10MW each, MSEDCL is to confirm whether charging and discharging commands will be given to all sites at the same time or different. And Please clarify what is the mode of communication to the BESS SCADA.</p> <p>Total 33 Sites, As per document each site capacity should be 10Mw, Among 600Mw How splitting will be done.</p>	<p>Charging and discharging schedules will be given to all locations on day ahead basis. However, it is at MSEDCL discretion to provide charging and discharging schedules of individual locations. For example: For A location charging schedule and discharge schedule can be different from the charging schedule and discharge schedule of B location. The Bidders shall ensure that the data communication for all Units shall be provided to MSEDCL along with a copy to MSLDC at their respective control rooms. Every Unit commissioned under this Project shall have a data logger with Remote Monitoring Unit (“RMU”) capable of sending project operation data over the Communication network. MSEDCL will track the performance of projects set up Under this scheme through centralized data server. MSEDCL shall have unambiguous right on the use of data so collected for its analytics, policy, and program function to promote renewable energy sector in the State of Maharashtra. Data from RMU will be pulled by CMS to create asset performance database which will be integrated with the MSEDCL sub-station monitoring portal. Unit shall mean the capacity of 20 MW/40 MWh.</p>
10.	<p>Section 3: Clause No. 6.3 (b) The area identified for BESS is at one end of the yard and for approach to BESS, it is required to construct the approach road separately by the BESSD for accessing the Project, without hindering the O&M activities of respective substations.</p>	<p>Drawings and maps should be provided to on the road length and type required to be constructed by the BESSD.</p> <p>Request to provide following documents related land parcels -</p> <ol style="list-style-type: none"> a. Soil Investigation report b. SLD of the SS along with marking of spare bay for BESS. c. GA Layout of the SS along with vacant parcel 	<p>The request is not accepted. The Bidders are required to satisfy themselves about the suitability of any lands.</p>

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		<p>d. KMZ file of the SS along with vacant land earmarked for BESS</p> <p>e. Civil structural drawing of the SS.</p> <p>f. Please clarify that the land for approach road is under the possession of MSEDCL and there would not be any ROW issue for creation of approach road.</p> <p>g. Earth Resistivity Report</p> <p>Please specify the type of road. From the main road to the plant, ROW is in whose scope.</p>	
11.	<p>Section 3: Clause No. 6.3 (c)</p> <p>As Battery Energy Storage System is prone to fire hazard, the BESSD shall provide suitable means such as fire barrier between switchyard and BESS to avoid fire to spread from BESS to Yard equipment</p>	<p>The BESS system will utilize the fire suppression system within the containers themselves. Clarification is needed regarding the type of fire barrier required between the BESS and the yard. This is important to clarify as it impacts cost. Therefore, length, type and design may be provided.</p> <p>Please provide the drawing of fire safety wall to be constructed. Also, please confirm whether the safe distance between the existing SS equipment and proposed BESS equipment can avoid the requirement of Fire Safety wall.</p> <p>Please provide more information technical specification for the Fire barrier</p>	<p>The BESSD shall design and install a fire protection system that conforms to national and local codes.</p>
12.	<p>Section 3: Clause No. 7.1</p> <p>The voltages for interconnection at the MSEDCL network shall be as stipulated by MSEDCL and shall not be less than 33kV</p>	<p>The upper voltage limit should be clarified, especially if it exceeds 33 kV, as the voltage level of most substations listed in Annexure-E is 33 kV. However, the voltage levels for 2-3 substations are not specified in the list. This</p>	<p>BESS shall be connected at 33 kV at MSEDCL substation in case BESS is located at MSEDCL sub-station and at 11 kV in case BESS is located at Solar Plant location.</p>

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		<p>information should be provided, as any required connectivity at 132 kV or 220 kV, or necessary augmentation, should be determined in advance.</p>	
13.	<p>Section 3: Clause No. 7.2 Necessary applications for grant of connectivity will be required to be made by the BESSD.</p>	<p>The application will be submitted by the BESSD. However, MSEDCL must ensure connectivity and the availability of bays at the locations it has identified. Further, MSEDCL should take responsibility for assisting in obtaining all necessary approvals from the relevant authorities.</p> <p>Please share the list of charges applicable for obtaining the connectivity from MSEDCL.</p> <p>It is also requested to clear the connectivity application for the BESS project from the Corporate office as the local SS may delay in processing of connectivity application.</p> <p>Please share the information mentioned in Important notes.</p> <p>Please confirm that the 33 kV bay would be scope of BESSD and MSEDCL will not charge any supervision fees on the work. Also, confirm that MSEDCL will not ask BESSD to get the work done from MSEDCL on deposit basis.</p> <p>We request MSEDCL to make availability of connectivity as sub-station as all allocated substation are owned by MSEDCL.</p>	<p>Grid connectivity is deemed grid connectivity subject to payment of grid connectivity charges. (1 lakhs + 18 % GST as processing fees (non-refundable) and 1 lakh/ Mw as commitment fees (refundable). Installation of bay is in the scope of BESSD.</p>
14.			

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	<p>Section 3: Clause No. 7.5 The BESSD shall comply with MERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable from time to time. The scheduling of the power to/from the project as per the applicable regulation shall be decided by MSEDCL. However, any DSM penalties due to violation of the schedule of charging or discharging of the BESS at BESS end shall be to the account of the BESSD.</p>	<p>Please delete the clause.</p> <p>Rational Given: There is no reference of DSM applicability on Standalone BESS connected at 33 kV level. How it will be applicable on these projects connected at 33 kV level within MSEDCL network? Please provide MERC regulation for scheduling of standalone BESS project by SLDC which is connected at 33kV level.</p>	<p>Request is accepted.</p>
15.	<p>Section 3: Clause No. 7.6 DSM penalties, if any, shall be levied separately on the BESSD as applicable, at their BESSD ends for the charging and discharging activities</p>	<p>Please delete the clause.</p> <p>Rational Given: As there is no Regulation for Standalone BESS connected at 33 kV. Please share the MERC regulation for the same if it is available.</p>	<p>Request is accepted.</p>
16.	<p>Section 3: Clause No. 7.7 Reactive power charges shall be on account of BESSD as applicable, at BESSD end during charging and discharging, as per CERC/MERC regulations</p>	<p>Please clarify how these will be charged.</p> <p>MSEDCL to confirm any special requirement of reactive power support and its capacity as percentage of total install capacity and expected duration.</p>	<p>BESSD has to oversize the PCS to comply with CERC Regulations which states that the BESS has to deliver the rated active power at 0.95 leading or 0.95 lagging power factor and 0.95 voltage drop.</p>
17.	<p>Section 3: Clause No. 8.1 (b) (i) RTE to be maintained >95% on 3rd Year after COD</p>	<p>The RtE to be maintained >95% is difficult to maintain. This DC RtE Must be ~98% to maintain AC RtE >95% which is challenging due to the losses incurred in the system. Also LD in clause No. 8.3(b)- For $80\% \leq \text{RtE} < 95\%$, there shall be a liquidated damage levied @ APPC tariff of the previous financial year of</p>	<p>RtE is revised from 95 % to 85 %.</p>

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		<p>the Discoms of excess conversion losses considering system RtE = 95%.</p> <p>Request to change the minimum RtE to 85%.</p> <p>RtE can't be achievable beyond 85%. Further, Request that RTE should be calculated for month only during charge and discharge time period & it should be based on cycles which are fully scheduled.</p> <p>Specified AC Round trip efficiency of 95% practically not possible. Request MSEDCL to review AC-AC RtE value.</p>	
18.	<p>Section 3: Clause No. 8.1 (d) The BESSD shall make the BESS available for 1 operational cycles per day, i.e. 1 complete charge-discharge cycles per day;</p> <p>Section 3: Clause No. 18.1 The BESPA shall be valid for a period of 12 years from the date of full commissioning of the Project.</p>	<p>The BESPA term should be extended to be in the range of 18-20 years.</p> <p>Rational Given: Considering the scheduling of BESS power 1cycle/day, total no. of cycles/year would be 365 cycles/year (365 days/year * 1 cycle/day) considering 1 cycle/day.</p> <p>Total no. of cycles in 12 years of BESPA term =12*365 = 4380.</p> <p>LFP Batteries nowadays are having cycle life of 8000 to 10000 cycles. Remaining life cycle = 8000 - 4380 = 3620</p> <p>No. of years it can in these 3620 of remaining cycles = 3620/365 ~ 9 years</p>	The BESPA term can be extended at MSEDCL discretion.

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		<p>Since, the land is provided by MSEDCL, whose lease would end after 12 years. So, dismantling the asset with remaining life cycles would not be cost-effective. Hence, our kind suggestion would be to increase the BESPA term to 18-20 years.</p>	
19.	<p>Section 3: Clause No. 8.1 (e) (3)A and B shall be as per the DSM/UI Reports published by the SLDC or measurement at the Main ABT Meter at the Point of Interconnection.</p>	<p>Please delete the clause. As there is no Regulation for DSM/ UI for 33 kV connected BESS system. Please share the regulatory provisions if available.</p>	<p>Clause No. 8.1 (e) (3) is modified as below: A and B shall be as per the DSM/UI Reports published by the SLDC or measurement at the Main ABT Meter at the Point of Interconnection.</p>
20.	<p>Section 3: Clause No. 8.1 (e) (3) For $80\% \leq \text{RtE} < 95\%$, there shall be a liquidated damage levied @ APPC tariff....</p>	<p>Request to modify the clause as under: The BESSD shall guarantee AC to AC roundtrip efficiency (RtE) of system on monthly basis. The BESSD shall be liable for Liquidated Damages to the off taker, if any, on account of excess conversion losses, based on the following conditions: (a) For $\text{RtE} < 70\%$, there shall be a liquidated damage @ APPC tariff of previous financial year of the Discoms of excess conversion losses considering system RtE = 85% and tariff payment for the corresponding month shall not be made to the BESSD; (b) For $70\% \leq \text{RtE} < 85\%$, there shall be a liquidated damage levied @ APPC tariff of previous financial year of the Discoms of excess conversion losses considering system RtE = 85%;</p>	<p>The request is accepted.</p>
21.	<p>Section 3: Clause No. 8.1 (e) (3)</p>	<p>Please explain the applicable rates for</p>	<p>No. MSEDCL will not share existing Aux Transformer with BESSD.</p>

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	Metering for Auxiliary power	<p>Auxiliary power, as we need to factor the same for our commercial offer.</p> <p>Or</p> <p>MSEDCL providing free auxiliary power supply</p> <p>MSEDCL to provide detailed SLD and layout of auxiliary arrangement at each site. MSEDCL to ensure 24/7 Availability of auxiliary power.</p> <p>MSEDCL to confirm can BESSD arrange auxiliary power from open market if required using MSEDCL network.</p>	Auxiliary power would be billed as per MERC- HT Industrail tariff. BESSD can arrange auxiliary power from open market if required using MSEDCL network subject to relevant open access regulations.
22.		<p>IndiGrid –</p> <p>Please share the regulation and methodology under which SLDC will communicate with BESSD.</p>	
23.	<p>Section 3: Clause No. 9.2.a</p> <p>The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 18 months from the Effective Date of BESPA</p>	<p>Request to change the SCD to 24 months from Effective Date of BESPA.</p> <p>As the BESS system is evolving and there will be many design iteration as per requirement at site, there may be delay which might be beyond the control of both BESSD and MSEDCL. So, such grace period will provide breather to complete the system in safe and efficient manner.</p> <p>Hence, request to add the clause as under –</p> <p><i>“There will be grace period of 2 months to complete the activities related to BESS system to achieve SCOD post 18 months.”</i></p>	Request is not accepted.
24.			

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	New Clause added		<p>Viability Gap Funding (VGF): VGF of upto 30 % of capital cost for BESS or Rs. 27 lakh per MWh will be provided.</p> <p>Disbursement schedule : The VGF amount to the eligible projects shall be disbursed in five tranches as detailed below:-</p> <table border="1" data-bbox="1232 602 1980 971"> <thead> <tr> <th data-bbox="1232 602 1787 670">Milestone</th> <th data-bbox="1793 602 1980 670">% VGF disbursed</th> </tr> </thead> <tbody> <tr> <td data-bbox="1232 675 1787 743">On financial closure, subject to submission of bank guarantee.</td> <td data-bbox="1793 675 1980 743">10</td> </tr> <tr> <td data-bbox="1232 748 1787 784">On commercial Operation Date (COD)</td> <td data-bbox="1793 748 1980 784">45</td> </tr> <tr> <td data-bbox="1232 789 1787 824">Completion of 1st year from COD</td> <td data-bbox="1793 789 1980 824">15</td> </tr> <tr> <td data-bbox="1232 829 1787 865">Completion of 2nd year from COD</td> <td data-bbox="1793 829 1980 865">15</td> </tr> <tr> <td data-bbox="1232 870 1787 906">Completion of 3rd year from COD</td> <td data-bbox="1793 870 1980 906">15</td> </tr> <tr> <td data-bbox="1232 911 1787 971">Total</td> <td data-bbox="1793 911 1980 971">100</td> </tr> </tbody> </table>	Milestone	% VGF disbursed	On financial closure, subject to submission of bank guarantee.	10	On commercial Operation Date (COD)	45	Completion of 1st year from COD	15	Completion of 2nd year from COD	15	Completion of 3rd year from COD	15	Total	100
Milestone	% VGF disbursed																
On financial closure, subject to submission of bank guarantee.	10																
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Completion of 2nd year from COD	15																
Completion of 3rd year from COD	15																
Total	100																
25.	Section 4: Clause No. 34.8 In case the response to RfS is submitted by a Consortium, then the financial requirement (the Net-Worth) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company	Request to assess the financial eligibility of the consortium collectively, rather than on an individual basis, regardless of the shareholding structure within the Special Purpose Vehicle (SPV).	Request is accepted.														

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BESPA:-

26.	<p>Clause No. 4.1.1.17 BESSD will have to comply with the Charging and Discharging Schedule as intimated by SLDC/MSEDCL. Frequent deviations from schedule by BESSD on account of commercial gain shall be considered under the material breach of this agreement.</p>		<p>Clause is modified as under: BESSD will have to comply with the Charging and Discharging Schedule as intimated by SLDC/MSEDCL. Frequent deviations from schedule by BESSD on account of commercial gain shall be considered under the material breach of this agreement.</p>
27.	<p>Clause No. 4.2.5 The arrangement of connectivity shall be made by the BESSD through a dedicated transmission line, if applicable. The entire cost of transmission including cost of construction offline, any other charges, losses etc. from the Project up to the Interconnection Point will be borne by the BESSD. Treatment of STU Charges & losses shall be as per the extent regulation/orders/ guidelines.</p>	<p>The proposed BESS Project will be connected to MSEDCL system at 33 kV so STU charges and losses has no relevance here. Hence, request to modify the clause as under – <i>“The arrangement of connectivity shall be made by the BESSD through a cable or overhead line of 33 kV dedicated transmission line, if applicable. The entire cost of transmission cable or overhead line of 33 kV including cost of construction offline, any other charges, losses etc. from the Project up to the Interconnection Point will be borne by the BESSD.</i> Treatment of STU Charges & losses shall be as per the extent regulation/orders/ guidelines.”</p>	<p>Request is accepted.</p>
28.	<p>Following studies may be conducted (not limited to below) by BESS Developer(s) in this regard as per requirements of STU: i. Harmonic studies considering network and BESS system along with flicker studies ii. Transient and dynamic studies iii. Small signal stability studies</p>	<p>IndiGrid – The proposed BESS Project will be connected to MSEDCL system at 33 kV so STU studies are no relevance here. These are required only for high voltage connected BESS. Hence, request to delete the clause.</p>	<p>The request is not accepted. Following studies may be conducted (not limited to below) by BESS Developer(s) in this regard as per requirements of MSEDCL i. Harmonic studies considering network and BESS system along with flicker studies ii. Transient and dynamic studies iii. Small signal stability studies iv. Sub-Synchronous Oscillations/ Sub-Synchronous Resonance / Sub Synchronous Torsional Interaction studies v. Sub-synchronous control interactions studies between</p>

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	<p>iv. Sub-Synchronous Oscillations/ Sub-Synchronous Resonance / Sub Synchronous Torsional Interaction studies</p> <p>v. Sub-synchronous control interactions studies between different converter based equipment.</p> <p>vi. Any other studies stipulated by STU.</p>		<p>different converter based equipment.</p> <p>vi. Any other studies stipulated by MSEDCL.</p>
29.	<p>Clause No. 5.1.1</p> <p>The BESSD shall give the concerned SLDC, MEDA, MSEDCL/MSETCL and MSEDCL at least sixty (60) days' advanced preliminary written notice and at least thirty (30) days' advanced final written notice, of the date on which it intends to synchronize the Project to the Grid System.</p>	<p>BESPA will be signed between MSEDCL and BESSD. The obligation of BESSD under this agreement is limited to MSEDCL and any subsequent notice/ intimation should be responsibility of MSEDCL. Hence, request to modify the clause as under –</p> <p><i>"The BESSD shall give the concerned SLDC, MEDA, MSEDCL/MSETCL and MSEDCL at least sixty (60) days' advanced preliminary written notice and at least thirty (30) days' advanced final written notice, of the date on which it intends to synchronize the Project to the Grid System."</i></p>	Request is accepted
30.	New Clause		DPIIT applicant who has applied for the registration but not yet registered is allowed to participate in the bid. However, DPIIT registration certificate is mandatory at the time of Letter of Award.