

Maharashtra State Electricity Distribution Co. Ltd.
REQUEST FOR SELECTION (RfS) FOR PROCUREMENT OF 1300 MW (AC) SOLAR POWER FROM PROJECTS TO BE DEVELOPED IN VARIOUS DISTRICTS OF MAHARASHTRA THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY E-REVERSE AUCTION) UNDER MSKVY

Sl. No.	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
1	RFS: Bid Information Sheet	Ceiling Tariff : Rs. 3.05 per unit	Ceiling Tariff above Rs. 3.50 per unit plus escalations	The request is not accepted. The Bidder has to adhere with RFS provisions only.
2	RFS : Bid Information Sheet	Bid Information Sheet Cost of RfS Document (non-refundable) : Rs. 25000 + 18% GST to be paid through online payment.	There are total 29 packages/tender/district. Bidder understanding is that mentioned Cost of RFS document of Rs. 25000+GST is single amount for all packages. Not to pay per package. Kindly confirm. If bidder understanding is incorrect, it is requested to keep Rs. 25000+GST as a single amount for all packages & need not have to pay per package. Kindly confirm.	The bidder has to pay cost of RfS for each tender in which one intends to participate. However the Cost of RFS Document is revised as below: (non-refundable): Rs. 15000 + 18% GST to be paid through online payment
3	RFS : Bid Information Sheet	Bid Information Sheet Processing Fee (non-refundable) Rs. 10,000 per MW + 18% GST to be paid through online payment.	Bidder request MSEDCL to keep fixed amount of processing fee of Rs. 10,000 only. It should not be per MW basis.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
4	RFS : SECTION 1 Cl. 1.2.3	2 Details of Power Procurement 1.2.3 In case of import of energy during a month, the successful bidder shall be required to make payment to MSEDCL at prevailing HT Industrial Tariff rate as determined by MERC from time to time.	Bidder request MSEDCL to remove this clause. Because as per RFS provision, bidder shall fulfil CUF & in case of shortfall in generation, provision for the same is already mentioned in RFS.	The request is not accepted, as it is as per MERC Tariff Order for MSEDCL. The Bidder has to adhere with RFS provisions only.
5	RFS Clause: 1.3.3	The Projects under construction, projects which are not yet commissioned and projects already commissioned but do not have any long-term PPA with any agency, and selling power on short-term or merchant plant basis shall be eligible.	The Projects under construction, projects which are not yet commissioned and projects already commissioned but do not have any long-term PPA with any agency, and selling power on short-term or merchant plant basis shall not be eligible.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
6	RFS: Section 2: Definitions	"Effective Date" shall mean the date of issuance of LoA (Letter of Award);	"Effective Date" shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties or date of handing over of original signed copy by MSEDCL to SPD whichever is later; Timelines under the PPA should be linked not to the LOA issuance but from the PPA date more so because of any potential delays by the utility to execute the PPAs	As per MNRE decentralised guidelines timelines of SCoD are considered from LoA, hence effective date shall be considered from LoA date. The request is not accepted. The Bidder has to adhere with RFS provisions only.
7	RFS: Section 2: Definitions	"SCOD" or "Scheduled Commercial Operation Date" shall mean the date as declared by the Successful Bidder in the PPA which shall not exceed 12 (Twelve) months from the date of issuance of LoA.	1) "SCOD" or "Scheduled Commercial Operation Date" shall mean the date as declared by the Successful Bidder in the PPA which shall not exceed 15 (Fifteen) months from Effective Date. 2) Date for execution should be increased to 18 months in the prevailing pandemic times.	
8	RFS : SECTION 3 Cl. 3.2, sub-Cl. 2.iii.	3.2 Total Capacity Offered 2. Capacity of the Project: iii. The District wise Cumulative capacity to be installed is 50 MW/25 MW.	Bidder understanding is that bidder is allowed to bid full capacity per District and maximum capacity as per his financial capacity. Kindly confirm.	Yes, if bidder is eligible as per his financial capacity for full capacity then he is allowed to bid for full capacity having solar project capacity of 2MW minimum and 10 MW (2X5 MW) maximum, subject to availability of Sub-Station capacity

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9	Clause No. 3.3	The Bidder shall identify 100% land required for the project at the time of Bid	Land should not be required at time of bidding	Only on the basis of identified land the bidder can bid to a particular substation. Also as per RfS provisions bidder is allowed to change the location twice before PPA and once after PPA before FC, depending upon the spare capacity at available Sub-Station.
10	RFS: Clause 3.3Bidder shall comply with MNRE Notification dated 10.03.2021 regarding Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement for Compulsory Registration) Order, 2019.	..Bidder shall comply with MNRE Notification dated 10.03.2021 regarding Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement for Compulsory Registration) Order, 2019 and its subsequent amendments upto the date of commissioning. The modules used in the Project under this RfS shall be sourced only from the models and manufacturers included in the List-I, as published by MNRE, anytime between the bid submission deadline upto the date of commissioning of the respective part capacity of the Project.	Request accepted and revised clause is as below: ".....Bidder shall comply with MNRE Notification dated 10.03.2021 regarding Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement for Compulsory Registration) Order, 2019 and its subsequent amendment upto date of commissioning of the Project."
11	RFS: Clause 3.3However the Bidder shall be allowed to change the location within the same District once before signing of PPA also in addition to change of location once till the time of achievement of Financial Closure i.e. within 6 (Six) months from the date of issuance of LoA.However the Bidder shall be allowed to change the location within the same District before signing of PPA also in addition to change of location till the time of achievement of Financial Closure i.e. within 12 (Twelve) months from Effective Date.	The request is not accepted. The Bidder has to adhere with RFS provisions only..
12	3.6 -2 Liquidity	A minimum annual turnover of Rs. 25 lakhs/MW of the quoted capacity during the previous financial year 2019-2020	Consider the financial year of 2020-2021 as well for meeting the qualification criteria.	The request is accepted
13	RFS: Clause 3.6.2 (iii)	In-principle sanction letter from the lending institutions/banks of the Bidder, committing a Line of Credit for a minimum amount of Rs. 12.5 Lakhs/MW of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.	Request MSEDCL to allow Solar Power developer to get a common In-principle sanction letter from their bank for multiple tenders the SPD is participating in, as bank will not issue multiple letters for similar purpose. We may define the following purpose in the letter issued by Bank to suffice the tender requirement, request MSEDCL to confirm if the same is acceptable: "Purpose : To meet working capital requirements of Solar Power Projects for the tenders issued by MSEDCL for REQUEST FOR SELECTION (RfS) FOR PROCUREMENT OF 1300 MW (AC) SOLAR POWER FROM PROJECTS TO BE DEVELOPED IN VARIOUS DISTRICTS OF MAHARASHTRA THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY E-REVERSE AUCTION) UNDER MSKVY"	The request is accepted. Clause is modified as below: In-principle sanction letter from the lending institutions/banks of the Bidder, committing a Line of Credit for a minimum amount of Rs. 12.5 Lakhs/MW of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder. However, MSEDCL will allow Solar Power developer to get a common In-principle sanction letter from their bank specifying that: "Purpose : To meet working capital requirements of Solar Power Projects for the tenders issued by MSEDCL for REQUEST FOR SELECTION (RfS) FOR PROCUREMENT OF 1300 MW (AC) SOLAR POWER FROM PROJECTS TO BE DEVELOPED IN VARIOUS DISTRICTS OF MAHARASHTRA THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY E-REVERSE AUCTION) UNDER MSKVY"
14	RFS 3.7.1	The project should be designed for delivery of energy at 11 / 22 kV level of substation of MSEDCL.	requested to consider 33 kV voltage level instead of 11/22 kV as its maximum carrying capacity is 5 MW	The request is not accepted. The Bidder has to adhere with RFS provisions only.

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15	RFS: 3.7.2The successful bidder shall submit documentary evidence for securing connectivity with grid from MSEDCL within 6 months from the date of issuance of LOA.The successful bidder shall submit documentary evidence for securing connectivity with grid from MSEDCL within 12 (Twelve) months from Effective Date.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
16	RFS : SECTION 3 Cl. 3.7, sub-Cl. 2.	3.7 Connectivity with the Grid: 2. The responsibility of getting the grid connectivity with MSEDCL shall entirely be of the successful bidder. The successful bidder shall submit documentary evidence for securing connectivity with grid from MSEDCL within 6 months from the date of issuance of LOA.	Bidder request MSEDCL to take all permission in their scope like MEDA, internal approvals of connectivity etc so that Developer shall focus on Land and implementation	The request is not accepted. The Bidder has to adhere with RFS provisions only.
17	RFS: Clause3.9. (ix)	On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form and signing of PPA, the BG submitted towards EMD shall be returned by MSEDCL to the successful Bidder.	On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form , the BG submitted towards EMD shall be returned by MSEDCL to the successful Bidder.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
18	RFS : SECTION 3 Cl. 3.9, Sub-Cl. i & ii	3.9 Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG) i. Earnest Money Deposit (EMD) of INR 1 Lakh / MW per Project in the form of Bank Guarantee along with RfS according to Format 6.3 A and valid for six (06) months from the last date of bid submission and shall be submitted by the Bidder along with their bid failing which the bid shall be summarily rejected. 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 in Annexure-C in favour of MSEDCL. ii. Performance Bank Guarantee (PBG): The Bidders selected by MSEDCL, based on this RfS shall submit the Performance Bank Guarantee (PBG) of Rs. 5 Lakh/MW, within 30 days from the date of issue of LOA and before signing of PPA, according to the Format 6.3 B, issued in favor of MSEDCL with a validity period 14 months from the date of issuance of LOA. The Bidder shall furnish the Performance Bank Guarantees (PBGs) from any of the Banks listed at Annexure - C to MSEDCL	i) EMD - For all Solar tender EMD declaration from bidder is accepted by client. Bidder request MSEDCL to accept the same & waiver off the EMD BG. Considering the PANDEMIC Times and also taking the cue from SECI and many other bids of similar nature, we request MSEDCL not to include any EMD requirements for allowing greater participation ii) PBG – Bidder request MSEDCL keep PBG of Rs. 2 Lakh/MW. ii) The Bidders selected by MSEDCL, based on this RfS shall submit the Performance Bank Guarantee (PBG) of Rs. 5 Lakh/MW, within 70 days from the date of issue of LOA and before signing of PPA,	The Earnest Money Deposit (EMD) 1 lakh per MW & Performance Bank Gaurantee (PBG) 5 lakh per MW is as per MNRE Decentralised Guidelines dated 13.12.2019. Hence the request is not accepted. The Bidder has to adhere with RFS provisions only.
19	RFS Section 3.9	Earnest Money Deposit (EMD) of INR 1 Lakh / MW per Project in the form of Bank Guarantee along with RfS according to Format 6.3 A and valid for six (06) months from the last date of bid submission	Consider Bidder shall submit the Declaration of Bid Security instead of Earnest Money Deposit(EMD)	The request is not accepted. The Bidder has to adhere with RFS provisions only.
20		RfS shall submit the Performance Bank Guarantee (PBG) of Rs. 5 Lakh/MW, within 30 days from the date of issue of LOA and before signing of PPA,	Provide SPD an option to submit Payment on Order Instrument (POI) as an alternative for submission of PBG	The request is not accepted. The Bidder has to adhere with RFS provisions only.
21	RFS: Clause3.11The PPA shall be signed within 2 months from the date of issue of Letter of Award (LoA).The PPA shall be signed within 2 months from the, date of issue of Letter of Award (LoA) or date of tariff adoption by MERC, which ever is later.	Request is not accepted. The LoA will be issued after MERC tariff adoption and thereafter the PPA will be signed within 2 months from LoA issued, as per MNRE guidelines for decentralised projects.

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22	RFS:Clause 3.13	The Project Developer shall report tie-up of Financing Arrangements for the projects within 6 (Six) months from the date of issuance of LoA.	The Project Developer shall report tie-up of Financing Arrangements for the projects within 12 (Twelve) months from Effective Date.	Request is not accepted. The Bidder has to adhere with RFS provisions only.
23	RFS : SECTION 3 Cl. 3.12.3	3.12.3 Excess Generation: In case the availability is more than the maximum CUF i.e over and above 10% of declared CUF by Solar Power Generator, the Solar Power Generator will be free to sell it to any other entity provided first right of refusal will vest with the Procurer. In case the Procurer purchases the excess generation, excess generation over and above maximum declared CUF, the same may be done at 75% of the PPA tariff. MSEDCL shall inform the Solar Power Generator for procurement of excess power within 15 days of receiving a written intimation from the Solar power Generator for such excess generation. If in case MSEDCL fails to reply to the Solar Power Generator within the above stipulated time period then the generator shall be free to sell it to any other entity.	In case of excess generation, if bidder have better tariff proposal from other entity than mentioned in said Cl. No. 3.12.3, then bidder request MSEDCL to accept the same. In case of non-acceptance of proposal from MSEDCL, allow bidder to sell it to any other entity without any compliance of additional connectivity permission/approvals etc.	As the declaration of CUF is to be done by bidder and also having the margin of +10 % on the declared CUF, the request is not accepted. The Bidder has to adhere with RFS provisions only.
24	RFS: Clause 3.18 (7)	Bidder shall ensure that the technology to be adopted shall be commercially established technology as per Annexure-A and is under operation for at least one year. Final details of the same shall be submitted within 6 months from the date of issuance of LoA.	Bidder shall ensure that the technology to be adopted shall be commercially established technology as per Annexure-A . Final details of the same shall be submitted 2 months before COD.	Request is partly accepted. Revised clause is as below: Bidder shall ensure that the technology to be adopted shall be commercially established technology as per Annexure-A and is under operation for at least one year. Final details of the same shall be submitted <u>3 months before COD.</u>
25	RfS Clause No. 4.1.8	The power producer shall possess the 100% of the required land in the name of power producer for a period not less than the complete term of PPA on or before the SCOD. Whenever leasing of private land is involved the lease should allow transfer of land lease rights to the lenders or procurer in case of default of the Solar Power Producer	As per the RFP, land lease agreement should include a clause that if the power developer defaults then MSEDCL will have a right to buy the land- this is impractical. The clause should be that MSEDCL will have a step in right	The request is not accepted. The Bidder has to adhere with RFS provisions only.
26	RFS : Cl. 4.3, Sub Cl. 9	4.3 Selection of Successful Bidders: 9. In case of capacity constraints in the substation, the allocation of the MW capacity will be done as follows; • If the sub-station capacity fully exhausted by the lowest quoting bidder, then choice for other sub-station shall be given to next higher bidder(if same Substation mentioned in the bid) by MSEDCL on next day of completion of e-reverse auction in the same District and so on. In response to this the successful bidder shall intimate its final choice to MSEDCL within 3 days from the date of completion of reverse auction.	It seems that District wise capacity 25 /50 MW is to be bid but looking to substation list and its available capacity is quite high.... How Substation will be allotted to multiple bidders? If sub-station of bidder choice is not allotted to him & MSEDCL choice sub-station is not feasible for bidder, then what will be the scenario	Bidder shall select MSEDCL Sub-station according to available capacity in the district.

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27	RFS : SECTION 5 Cl. 5.1	5.1 General Design of the Facility: The Bidder shall ensure to operate and maintain the Facility in accordance with the relevant technical standards in terms of the Electricity Act 2003 and Rules, Regulations, Orders and Policy decisions there under.	Bidder understanding is that as per RFS Cl. No. 5.1, plant is to be designed as per technical standards mentioned & Bidder is free to select all equipment's and implementation. Kindly confirm.	In order to ensure only quality systems are installed, the Bidders shall strictly comply with the technical parameters detailed in the Annexure -A. Bidder shall comply with MNRE Notification dated 10.03.2021 regarding Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement for Compulsory Registration) Order, 2019)
28	RFS: Clause 5.3	It is envisaged that the MSEDCL will provide transmission/distribution system to facilitate the evacuation of power from the Projects which may include the following: Upon application for Connectivity as per MERC Regulations, MSEDCL shall coordinate with the concerned agencies for grant of connectivity.	It is envisaged that the MSEDCL will provide transmission/distribution system to facilitate the evacuation of power from the Projects which may include the following: 1) Upon application for Connectivity as per MERC Regulations, MSEDCL shall coordinate with the concerned agencies for grant of connectivity. 2) Instruct MSEDCL's Circle offices and co-ordinate with MSETCL concened departments for maintaining grid uptime 3) MSEDCL to maintain/upgrade/augment the substations at which these projects are interconnected prior to COD to avoid any issues during commissioning or operation of the solar projects 4) MSEDCL to provide it's Circle offices with "Standard Operating Procedures" for operation, maintenance and monitoring of the substations to ensure evacuation availability at all times 5) MSEDCL to provide access to ABT meters for data comminucation so that SPD can better manage the power factor during auxillary consumption at night time	Clause is self explanatoty and MSEDCL will coordinate with concerned agencies as and when required. The Bidder has to adhere with RFS provisions only.
29	PPA: Article 1: Definitions	"Effective Date" shall mean the date of issuance of LoA (Letter of Award);	"Effective Date" shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties or date of handing over of original signed copy by MSEDCL to SPD whichever is later;	As per MNRE decentralised Guidelines timelines of SCoD are considered from LoA, hence effective date shall be considered from LoA date.
30	PPA: Article 1: Definitions	"Scheduled COD" or "Scheduled Commercial Operation Date" means {insert date} (not exceeding 12 (Twelve) months from the date of issuance of LoA.	"Scheduled COD" or "Scheduled Commercial Operation Date" means {insert date} (not exceeding 15 (Fifteen) months from Effective Date).	The said clause in RfS is as per MNRE Decentralised guidelines hence the request is not accepted. The Bidder has to adhere with RFS provisions only.

Sl. No.	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
31	PPA: Clause 3.2	Obligations of MSEDCL	<p>New Clauses :</p> <p>3.2.3 Instruct MSEDCL's Circle offices and co-ordinate with MSETCL concened departments for maintaining grid uptime</p> <p>3.2.4 MSEDCL to maintain/upgrade/augment the substations at which these projects are interconnected prior to COD to avoid any issues during commissioning or operation of the solar projects</p> <p>3.2.5 MSEDCL to provide it's Circle offices with "Standard Operating Procedures" for operation, maintenance and monitoring of the substations to ensure evacuation availability at all times</p> <p>3.2.6 MSEDCL to provide access to ABT meters for data comminucation so that SPD can better manage the power factor during auxillary consumption at night time</p>	<p>Proposed clause 3.2.3 has been taken under consideration in the clauses related to the compensation on account of grid un-avialibility.</p> <p>Further proposed clauses, 3.2.4 to 3.2.6 are related to operational activities and can not be part of this tender document, however, MSEDCL has taken note of them. .</p>
32	PPA: Clause 5.7if the availability of the distribution line/transmission line after inter-connection point for evacuation of power (during 8 am to 6 pm) falls below 98% i.e. the line unavailability is more than 2% i.e. 175.20 hours (2% x 365 days x 24 hours),.....if the availability of the distribution line/transmission line after inter-connection point for evacuation of power (during 6 am to 6 pm) falls below 98% i.e. the line unavailability is more than 2% i.e. 87.6 hours (2% x 365 days x 12 hours),.....	The request is not accepted. The Bidder has to adhere with RFS provisions only.
33	PPA Clause no. 5.7	In any given year during the contract, if the availability of the distribution line/transmission line after inter-connection point for evacuation of power (during 8 am to 6 pm) falls below 98%	the generation losses should be compensated by MSEDCL at the 100% of PPA tariff so as to offset this loss.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
34	PPA: Clause 5.8	<p>The solar power producer shall follow the forecasting and scheduling process as per applicable CERC/MERC regulations as amended from time to time. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of “must-run” to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a MSEDCL/SLDC. In case such eventuality of Backdown arises, except for the cases where the back down is on account of events like consideration of grid security/ an emergency in STU’s / MSEDCL’s evacuation system for safe operation of its Grid or safety of any personnel or the other such condition, the Solar Power Producer shall suitably back down their generation.</p> <p>In case of backing down situation, the Solar Power Producer will be eligible for Minimum Generation Compensation from Procurer/MSEDCL after receipt of State Energy Account or any other relevant documents certified by MSEDCL/SLDC as under:</p>	<p>The Solar Power Producer and the Procurer shall follow the forecasting and scheduling process as per appicable CERC/MERC regulations as amended from time to time. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), provides for status of “must-run” to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a MSEDCL/SLDC. In case such eventuality of Backdown arises, including non-dispatch of power due to non-compliance with “Order No. 23/22/2019-R&R dated 28.06.2019 of Ministry of Power regarding Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees” and any clarifications or amendment thereto, except for the cases where the Backdown is on account of events like consideration of grid security/ an emergency in STU’s / MSEDCL’s evacuation system for safe operation of its Grid or safety of any personnel or other such conditions, the Solar Power Producer shall suitably back down their generation.</p> <p>In case of backing down situation, the Solar Power Producer will be eligible for Minimum Generation Compensation from Procurer/MSEDCL after receipt of State Energy Account or any other relevant documents certified by MSEDCL/SLDC as under:</p>	The request is not accepted. The Bidder has to adhere with RFS provisions only.

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35	PPA: Clause 5.8It is clarified that Article 5.8 shall not be applicable, if in future, Merit Order Despatch is made applicable to generation from renewable sources; from Solar power project in this case.	To be removed	The request is not accepted. The Bidder has to adhere with RFS provisions only.
36	PPA Article 6 Cl. 6.2	Article 6: BILLING AND PAYMENT 6.2. Payment: MSEDCL shall make payment of the amounts due in Indian Rupees within thirty (30) days from the date of receipt of the Tariff Invoice by the designated office of the MSEDCL.	Payments shall be released within seven (7) days from Invoice date also MSEDCL shall provide 6 months back up revolving LC to developer to have support for Financial closure. Kindly accept the same & confirm	The request is not accepted. The Bidder has to adhere with RFS provisions only.
37	PPA: Clause 9.2.4	Formula to calculate adjustment in the monthly tariff due to the impact of Change in Law, n = no. of months over which the financial impact has to be paid; and Mr = monthly rate of interest =; where R = annual rate of interest equal to 125 basis points above the average State Bank of India Marginal Cost of Funds based leading rate (MCLR of one year tenor) prevalent during the last available six months for such period. Further, the M.T. shall be trued up annually based on actual generation of the year so as to ensure that the payment to the Solar Power Producer is capped at the yearly Change in Law amount.	Formula to calculate adjustment in the monthly tariff due to the impact of Change in Law, n = 156 (no. of months over which the financial impact has to be paid); and Mr = monthly rate of interest = R/12 ; where R = annual rate of interest equal to 125 basis points above the average State Bank of India Marginal Cost of Funds based leading rate (MCLR of one year tenor) prevalent during the last available six months for such period. Further, the M.T. shall be trued up annually based on actual generation of the year so as to ensure that the payment to the Solar Power Producer is capped at the yearly Change in Law amount.	This clause is inserted as per direction of the MERC vide Order dated 18.12.2020 in Case No. 214 of 2020, therefore the request is not accepted. The Bidder has to adhere with RFS provisions only.
38	PPA Article 10	Article 10: TERM, TERMINATION AND DEFAULT 10.1.Term of the Agreement: This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement, shall continue to be in force for such time until the completion of a period of 25 years from the Commercial Operation Date of proposed / new solar power projects. This Agreement may be extended for a further period on mutually agreed terms and conditions at least one hundred eighty (180) days prior to the Expiry Date.	PPA will be for 25 years but Substations might have be constructed for 5/10/15 years or even more than earlier, so whether MSEDCL ensures to draw power for 25 years from COD. Kindly clarify.	As per PPA, MSEDCL is obligated to procure the power for the complete term of the PPA of 25 years and MSEDCL will ensure the same.
39	PPA: 'Schedule 3	SNA/MEDA registration certificate before commissioning of Project.	SNA/MEDA registration certificate or evidence of application submitted to MEDA for registration before commissioning of Project.	The request is not accepted. The Bidder has to adhere with RFS provisions only. Treatment will be Given as per GoM RE Policy-2020 and its Methodology.
40			Can same SPV submit multiple bids.	Same SPV may submit a bid in multiple tenders but multiple bids by same SPV in the same tender will not be allowed. However as per Rfs clause 3.5.3, SPV shall be only for the purpose of the project under this Rfs and shall not engage in any other activities which are not directly related to the project.

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41			Handling multiple Bids on same day is strenuous, Request separate bid submission days for each region	The request is not accepted. The Bidder has to adhere with RFS provisions only, as the bidders are provided sufficient time for submission of bids.
42			Request not to cap the maximum capacity at 10 MW (2x5 MW) considering the smaller size of Projects, We request to allow it to max spare capacity at the SS	The request is not accepted. The Bidder has to adhere with RFS provisions only.
43			Please clarify if SGD extension beyond Jul 2021 shall qualify for Change in Law	As per Article 9 of PPA, "Change in Law" shall refer to the occurrence of any change in the rates of any Taxes, Duties and Cess which have a direct effect on the Project after the last date of the bid submission
44			Will Net-worth be counted by bid or on total capacity bid for multiple tenders?	As per eligibility criteria Net-worth will be counted INR 0.55 crores per MW of total capacity bid for multiple tenders for procurement of 1300MW power under MSKVY scheme, if a bidder participates in more than one tender.
45			We note that 19% is considered as Base Generation with lower range of -10% for LDs and higher generation of upto +10% for Excess Generation. We request you to make the change to lower Generation to -15% instead of 10% considering the seasonality involved in the solar power Generation	The request is not accepted. The Bidder has to adhere with RFS provisions only.
46			consider timelines for Financial Closure to 7 months from PPA	Request is not accepted. The bidder has to adhere with RFS provision only
47			plant can be commissioned on AC basis for bid capacity and that the SPD shall be allowed to install the DC capacity even after the COD	The Bidder has to adhere with RFS/PPA provisions only. Please refer to clause No. 5.5.4 and 5.6 of PPA
48			MSEDCL to clarify how will the SPD be compensated for the period of suspension of power due to MSEDCL Event of Default.	Please refer to clause No. 10.4.2 of PPA. The clause is self explanatory
49			Need Clarity on Gram-panchayat tax	It is the sole responsibility of bidder to follow the relevant GoM GR or circulars .
50			Extension of Last date of Bid submission by 3 months	Last date of bid submission is extended to 31.05.2021.