

REPLY TO PRE-BID QUERIES FOR RfS No. MSEDCL/RE/ Wind/300 MW/T-37 dated 20.08.2021

Sr. No.	Clause of RfS/ PPA	Clause No.	Existing Clause	Bidders Query / Suggestion	MSEDCL's Reply
1	RfS	Extension for bid submission	The last date of bid submission is 20.09.2021.	We request you to extend last days of bid submission by at least 2 weeks from 20.09.21 ; considering that location and substation need to be identified pre hand for setting up of Wind Power Project	The bidder's request is accepted. The last date of bid submission will be 04.10.2021.
2	RfS	1.2.3 Details of Power Procurement	...No change in charges / losses of CTU shall be covered under Change in Law.	To be deleted. Rationale: Any change from current conditions shall be governed under Change In Law conditions. Please modify the clause suitably.	The bidder's request is not accepted. The bidder has to adhere RfS condition as the delivery point is Maharashtra STU/ MSETCL periphery.
3	RfS	1.2.3 Details of Power Procurement	In case of interstate projects, all transmission charges and losses up to delivery point shall be responsibility of and paid by the Successful Bidder and the change in transmission charges / losses of CTU shall not be covered under Change in Law	Clarification Rationale: As per RfS definitions delivery point shall be MSETCL STU periphery for CTU connected projects. Therefore losses from SPD's project (interconnection point) to MSETCL STU periphery (delivery point) shall be in account of SPD and losses after MSETCL STU periphery will be in account of MSEDCL. It says that project should be designed for delivery at CTU/STU/Discom periphery. However at Pg- 16, Interconnection Point- It is stated that delivery point is STU/ MSETCL substation only. Kindly clarify .	Clarification: The inter-state projects, needs to be connect at CTU/ISTS network at applicable voltage level as per relevant CERC regulations and the metering point will be as per applicable CERC/CEA regulations. However, the energy settlement would be at Delivery point i.e. MSETCL periphery/ Maharashtra STU periphery. All the transmission charges and losses upto delivery point shall be in account of Wind power Generator and losses and losses beyond delivery point i.e. MSETCL periphery will be in account of MSEDCL.

4	RfS	1.2.4 Details of Power Procurement :	In case of import of energy during a month for intra-State, the successful Bidder shall be required to make payment to MSEDCL at prevailing HT Industrial Tariff or tariff as applicable determined by MERC from time to time.	In case of import of energy during a month for intra-State, the successful bidder shall be required to make payment to MSEDCL at prevailing HT Industrial Tariff or tariff as applicable determined by MERC from time to time. Rationale: Will the Wind Project developer consider relevant state utilities latest regulations e.g. MERC / MSETCL regulations as on -2021 or Letter of Award? Amendment of regulations after May 2021 or Letter of Award will not be considered by HPD?	The bidder's request is not accepted. Clarification: For intra-state projects, there will be no netting of Export and Import of energy. The Successful bidder has to avail separate connection for import of energy for the intra-State projects. MSEDCL shall supply electricity to the Power Producer at the MSEDCL's prevailing HT Industrial Tariff category in force from time to time and Generator shall pay for this electricity at applicable tariff as determined by MERC from time to time. In case of inter-state projects, the bidders are advised to refer applicable State Regulations or CTU procedure.
5	RfS	1.2.5 Details of Power Procurement :	Wind Power Developer (WPD) shall be responsible for arrangement of start-up power / auxiliary consumption	To be deleted. Rationale: Please explain whether separate electricity connection is required for start-up power. We suggest that it can be deducted from tariff invoices at HT prevailing rates and after deduction SPD can be paid the final amount. Separate connection request is an additional burden to SPD.	
6	RfS	1.3 Eligible Projects	“..... the selection of projects would be technology agnostic within the technology mentioned by NIWE as per the RLMM issued by MNRE.” 1.3.4: In order to timely completion of project, the bidder shall submit activity wise schedule for meeting timelines/milestones as per RfS at the	MNRE/ GOI vide order ref. 283/22/2019-GRID SOLAR dated 09.02.2021 regarding Public Procurement (Preference to Make in India) in respect of RE sector has identified list of goods and services with sufficient local capacity and competition for Wind Power at Annexure-I of the order. Kindly clarify applicability of this order in the context of this RfS	The bidder's request is not accepted. Clarification: The MNRE/ GOI order ref. 283/22/2019-GRID SOLAR dated 09.02.2021 shall not be applicable.

			time of bid submission such as Land Procurement, Grid Connectivity, Material Procurement, tentative date/month of procurement of WTG, Country of Import, if not domestically procured, Start and Completion of construction activities etc. (Format 6.8)		
7	RfS	1.3.4 Eligible Projects	In order to timely completion of project, the bidder shall submit activity wise schedule for meeting timelines/milestones.....	To be deleted Rationale: Project development activities are started after PPA signing and Tariff Adoption approval from MERC. Hence bidders are unable to submit schedule at this stage.	The bidder's request is partially accepted. The clause is revised as under:In order to timely completion of project, the bidder shall submit activity wise Tentative schedule for meeting timelines/milestones as per RfS at the time of Bid Submission such as Grid Connectivity, Material Procurement, tentative date/month of procurement of Wind Turbine , Country of Import, if not domestically procured - Make of Wind turbine, Start and Completion of construction activities etc. However, if any revision in given schedule, Bidder shall submit it at the time of Financial Closure.
8	RfS	1.3.4 & 3.11.4 Eligible Projects	<p>"Bidder shall identify the 100% (hundred per cent) land at the time of bid submission and submit documents / Lease Agreement to establish possession and right to use 100 % (hundred per cent) of the required land in the name of the Bidder for a period not less than the complete term of PPA, on or before the SCOD.....</p> <p>At the time of Bid submission, the Bidder shall submit following details for identification of land:</p> <p>i. Sworn affidavit from the authorized person of the successful bidder listing the details of the land and certifying total land required for the</p>	Keeping in view the time and efforts involved in land arrangement, WPD shall not be asked to mandatorily identity the land at the time of bid submission and shall be provided freedom to identify the land and submit the details asked in RFS at the time of commissioning.	Clarification: Identification/location of land at the time of bid submission is required however the submission of relevant documents to establish possession and right to use 100 % (hundred per cent) of the required land in the name of the Bidder shall be submitted one month before SCoD.

			<p>project.</p> <p>ii. Copy of key plan drawing showing survey number, plot number, point of installation of wind farm with capacity.”</p>		
9	RfS	3.3 Project Scope:	<p>....In order to ensure only quality systems are installed, only the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) as published by MNRE time to time will be allowed</p>	<p>Clarification</p> <p>Rationale: Please clarify that WTGs models used for this bid can from RLMM list as updated till SCOD of project.</p>	<p>The bidder’s request is accepted.</p> <p>The para 2 of clause no. 3.3 shall be revised as under: ...In order to ensure quality of wind turbines installed, only type certified wind turbines models listed in Revised List of Models and Manufactures (RLMM) as published by MNRE from time to time and one month prior to the Scheduled Commissioning Date of the project, shall be allowed for deployment of Country...</p>
10	RfS	3.3 Project Scope:	<p>The successful bidder shall set up Wind Power Project including the transmission/Distribution network up to the Delivery Point in line with Section 3.7, at its own cost (including but not limited to open access charges till the delivery point) and in accordance to the provisions of this RfS document.</p>	<p>1. Please clarify for the installation of the energy meter whether it shall be at individual location or at common point i.e. PSS level. Please clarify.</p>	<p>For clarification please refer the Definition of Metering point as detailed in RfS which is reproduced as below:</p> <p>The metering point will be at</p> <p><i>a) For existing intra - state projects, metering shall be at the existing metering point(s);</i></p> <p><i>b) For new intra - state projects, metering shall be at the voltage level of 33 kV or above of STU/MSETCL sub-station including the dedicated transmission line connecting the wind power project.</i></p> <p><i>c) For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery. All expenses including wheeling charges and losses between the Project and the Metering Point shall be paid by the Wind Power Generators without any reimbursement by the Procurer. All expenses including wheeling charges and losses in</i></p>

					<p><i>relation to the transmission and distribution beyond the Metering Point shall be borne by the Procurer.</i></p> <p><i>Clarification:</i></p> <p><i>For Intra State Projects: The Energy meter shall be installed per project at a Common point i. e. the voltage level of 33 kV or above of STU/MSETCL sub-station including the dedicated transmission line connecting the wind power project.</i></p>
11	RfS	3.3 Project Scope:	<p>The successful bidder shall set up Wind Power Project including the transmission/ Distribution network up to the Delivery Point in line with Section 3.7, at its own cost (including but not limited to open access charges till the delivery point) and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project (including connectivity) and those required from Government and local bodies shall be in the scope of the successful bidder. However, the selection of Projects would be technology agnostic. In order to ensure only quality systems are installed, only the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) as published by MNRE time to time will be allowed.</p>	<p>Project Scope: The successful bidder shall set up Wind Power Project including the transmission / Distribution network up to the Delivery Point in line with Section 3.7, at its own cost (including but not limited to open access charges till the existing delivery points, in case of Existing Wind farm sites) and in accordance to the provisions of this RfS document.</p> <p>Rationale: Since the delivery point is not unique in existing Wind farms (i.e. 33kV level at site, 33kV level at utility SS, 132kV or 220kV Wind farm SS & 132kV or 220kV Terminal Bay at STU level.</p> <p>May please consider / clarify accordingly.</p>	<p>For clarification please refer the Definition of Metering point as detailed in RfS.</p> <p>Clarification:</p> <p>It is to clarify that for existing project, the interconnection point will be at LV side of STU substation where power is injected into the grid. The responsibility for construction of transmission line and its cost and maintenance upto to interconnection point shall be born bu the successful bidder only. Further for existing intra-state project, with connectivity at site / utility/ distribution substation the loss between the site / utility/ distribution substation to EHV s/s/MSETCL/STU shall be borne by the bidder.</p> <p>The definition of Delivery Point in RfS and PPA is revised as under:</p>
12	RfS	3.7,iii) Connectivity with the Grid	<p>The transmission of power up to the Interconnection Point and energy accounting infrastructure shall be the responsibility of the successful bidder at his own cost. The maintenance of Transmission system up to the Interconnection Point shall be responsibility of</p>	<p>The transmission of power up to the Interconnection Point/ existing interconnection points in case of existing wind plants and energy accounting infrastructure shall be the responsibility of the successful bidder at his own cost. The maintenance of Transmission</p>	<p>Delivery point:</p> <p>shall mean the point(s) of connection(s) at which the energy is delivered to the grid:</p> <p>a) For existing intra - state projects at the existing</p>

			the Bidder.	<p>system up to the Interconnection Point shall be responsibility of the Bidder.</p> <p>Rationale: Delivery Point is not unique in existing Wind farm (i.e. 33kV level at Site, 33kV level at Utility SS, 132kV or 220kV Wind farm SS & 132kV or 220kV Terminal Bay).</p>	metering points, however the loss between the site / utility/ distribution sub station to EHV s/s/MSETCL/STU shall be borne by the bidder.
13	RfS	3.6.1 Net Worth:	The Net-Worth of the Bidder for the financial year ended on 31.03.2020 shall not be less than INR 1.2 Crores per MW (of the capacity quoted in bid).	<p>The Net-Worth of the Bidder for the financial year ended on 31.03.2021 or at least 7 days prior to bid submission based on provisional audited accounts shall not be less than INR 1.2 Crores per MW (of the capacity quoted in bid)...</p> <p>Rationale:Please allow bidders to use provisional audited accounts for qualification purpose. It will increase competition in bid.</p>	<p>The request is partially accepted. The clause No. 3.6.1 b) of RfS shall be revised as under:</p> <p>Bidders shall have to furnish a Certificate from Chartered Accountants/Appropriate Authority, certifying the Net worth per MW of quoted capacity as on 31st March, 2021 or as on the date at least 7 days prior to the due date of bid submission.</p>
14	RfS	3.7 Connectivity with the Grid	The arrangement of connectivity can be made by the successful bidder through a dedicated line which the successful bidder may construct himself or any other agency. The entire cost of dedicated line including cost of construction of line, maintenance, losses etc. from the project up to the delivery point will be borne by the successful bidder.	Please clarify for the transmission line cost post delivery point (at WTG level) till STU.	Clarification:- It is to clarify that, the transmission line cost post-delivery point (at WTG level) till STU substation shall be in account of successful bidder.
15	RfS	3.7.i) Connectivity with the Grid	<p>3.7 Connectivity with the Grid:</p> <p>i) The project should be designed for delivery of energy at CTU/STU/ DISCOM periphery as per applicable Delivery Point</p>	The responsibility of getting the grid connectivity with CTU/STU/ DISCOM shall entirely be of the successful bidder and the same shall be in the name of successful bidder. The successful bidder shall submit documentary evidence for securing its connectivity with grid from CTU/STU/DISCOM within 18 months from the date of signing of PPA.	<p>The bidder's request is not accepted.</p> <p>The RfS condition is in line with the MoP standard bidding guidelines for procurement of wind power through competitive bidding dated 08.12.2017 and amendments thereof.</p> <p>The bidder has to adhere RfS condition.</p>

				<p>Rationale: 7 months duration seems to be insufficient & it shall fair to give overall time of 18months time i.e. till SCOD, for all the compliances including securing grid connectivity approval from CTU/STU/DISCOM.</p>	
16	RfS	3.7 (ii) Connectivity with the Grid	<p>The responsibility of getting the grid connectivity with CTU/STU shall entirely be of the successful bidder and the same shall be in the name of successful bidder/SPV. The successful bidder shall submit documentary evidence for securing its connectivity with grid from CTU/STU within 7 months from the date of signing of PPA.</p>	<p>The responsibility of getting the grid connectivity with CTU/STU shall entirely be of the successful bidder and the same shall be in the name of successful bidder/SPV. The successful bidder shall submit documentary evidence for securing its connectivity with grid from CTU/STU prior to SCOD of project.</p> <p>Rationale:It may be noted that for obtaining Power Evacuation at STU in Maharashtra, following process has to be adhered:1. Registration of Company at MEDA records - Tentatively 7-9 months process.2. Connectivity Application at STU can be done only after company is registered in MEDA and Connectivity application processing time is 3-5 months.Factoring the above timelines it takes 13-15 months for getting Connectivity at project, provided connectivity is granted at desired substation.Hence the requirement of submission of Power Evacuation arrangement shall be submitted prior to SCOD of project. Kindly amend the clause suitably.</p>	<p>The bidder's request is not accepted.</p> <p>The RfS condition is in line with the MoP standard bidding guidelines for procurement of wind power through competitive bidding dated 08.12.2017 and amendments thereof.</p> <p>The bidder has to adhere RfS condition.</p>

17	RfS	3.7.vi) Connectivity with the Grid	<p>The successful bidder shall not be entitled to deemed generation in case of any delay in grant of connectivity.</p>	<p>The successful bidder shall be entitled to deemed generation in case of any delay in grant of connectivity/readiness of Power Evacuation Infrastructure of STU/CTU.</p> <p>Rationale: Grant of Connectivity/readiness of Power Evacuation Infrastructure of STU/CTU 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>The bidder's request is not accepted. The bidder has to adhere to RfS condition.</p>
18	RfS	3.8 Clearances required from the Central/State Government and other local bodies	<p>3.8 Clearances required from the Central/State Government and other local bodies. The Bidders are required to obtain necessary clearances and permits as required for setting up the Wind Power Projects.</p>	<p>3.8 Clearances required from the Central/State Government and other local bodies. The Bidders are required to obtain necessary clearances and permits as required for setting up the Wind Power Projects. In case of any issue beyond the scope of Wind Power developers, MSEDCL will support to resolve such issues, on case to case basis.</p> <p>Rationale: Wind Power developers will put their best of efforts for obtaining the Grid connectivity, Evacuation Network Drawing approvals, Inspection call etc. but sometimes MSETCL is not entertaining Non-Government agencies / developers / EPC Contractors etc. for follow ups and obtaining approvals. During those conditions, MSEDCL may kindly use its good office to expedite the necessary approvals to support the Bidder. Hence, request for a confirmation please & inclusion of indicated contents in this clause.</p>	<p>The bidder's request is not accepted. The bidder has to adhere RfS condition.</p>

19	RfS	3.9.1 Earnest Money Deposit (EMD) of Rs. 6 lakh / MW per Project	Earnest Money Deposit (EMD) of INR 6 Lakh / MW..	As per Ministry of Finance Office Memorandum No. F.9/4/2020-PD dated 12 November 2020, EMD requirement is waived off by submitting bid security letter. Rationale: As per recent SECI. GUVNL & NTPC bids, EMD submission is waived off.Similar changes shall be made to this tender as well.	The bidder's request is not accepted. The Rfs conditions shall prevail.
20	RfS	3.9.2 Performance Bank Guarantee (PBG):	The Bidders selected by MSEDCL, based on this RfS shall submit the Performance Bank Guarantee (PBG) of INR 12 Lakh/MW...	The Bidders selected by MSEDCL, based on this RfS shall submit the Performance Bank Guarantee (PBG)/ Payment On Order Instrument (POI) from PFC/IREDA/REC of INR 12 Lakh/MW... Rationale: Please include POI as alternative to PBG as done in SECI, NTPC bids.	The bidder's request is not accepted. The Rfs conditions shall prevail.
21	RfS	3.9.5 Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)	If the Successful Bidder fails to achieve Financial Closure as prescribed in Clause 3.16, the MSEDCL shall encash the Performance Bank Guarantee (PBG) unless the 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 Wind Power Generator, upon submission of a fresh Performance Bank Guarantee (PBG) with the same conditions, value and validity as stated in Section 3.9.2 above	An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Wind Power Developer, by depositing advance amount of Rs. 1,000 /day/MW as extension charges for delay expected to incur... Rationale: FC extension charges as 1,000 /day/MW shall be used instead of fresh PBG as indicated in SECI, NTPC, GUVNL bids Please modify the clause accordingly.	The bidder's request is partially accepted: The Clause No. 3.9.5 shall be read as below:- 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 caused due to a Force Majeure event. An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the power producer, 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 Power producer without any interest within a period of 30 days of achievement of successful commissioning provided such commissioning is within the Scheduled Commissioning Date (SCOD).

22	RfS	3.12.1 Criteria for generation	Bidder shall maintain generation to achieve CUF in the range of ± 10 % of their declared value during PPA duration.	It is requested that tolerance of 20% be provided on either side. We request you to amend the Clause as per SECI tender. Below is the extract of the recent SECI Wind tender: SECI 1200 MW Wind tender - Tranche XI (Clause 8.1): The WPD shall maintain generation so as to achieve annual CUF not less than 80% of the declared value and not more than 120% of the declared CUF value, during the PPA duration of 25 years.	<p>The bidder's request is accepted. The revise the clause as under:</p> <p>3.12.1 Criteria for generation:</p> <p>The power producer will declare the CUF of their project at the time of PPA and will be allowed to revise the same once within first three years of COD (i. e. within 36 months from Project COD) and the same may be accepted by MSEDCL through supplementary/amendment agreement. The declared CUF shall in no case be less than 22% over a Contract Year. They shall maintain generation so as to achieve annual CUF not less than 80% of the declared value and not more than 120% of the declared CUF value, during the PPA duration of 25 years.</p> <p>The lower limit will, however, be relaxable by MSEDCL to the extent of grid non -availability for evacuation which is beyond the control of the Power Producer.</p>
23	RfS	3.12.2 Shortfall in minimum generation:	Shortfall in minimum generation: The amount of such penalty shall ensure that the MSEDCL is offset for all potential costs associated with low generation and supply of power under the PPA, subject to 50% (fifty percent) of the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA. This compensation shall be applied to the amount of shortfall in generation during the year.....	We request to ease the penalty i.e. 50 % of the PPA . tariff for shortfall in energy terms , in accordance with terms of the PPA	<p>The bidder's request is not accepted. Bidder has to adhere the RfS condition.</p> <p>The RfS condition is in line with the MoP standard bidding guidelines for procurement of wind power through competitive bidding dated 08.12.2017 and amendments therof.</p>
24	RfS	3.12.3	3.12.3 Excess Generation:In case the availability is more than the maximum CUF specified, the	3.12.3 Excess Generation:In case the availability is more than the maximum CUF specified, the	Clarification: The wind turbines shall be installed to

		Excess Generation	<p>Wind 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 10% of declared annual CUF, the same may be done at 75% of the PPA tariff.</p>	<p>Wind 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 10% of declared annual CUF, the same may be done at 75% of the PPA tariff. Wind power developer can install few more Wind turbines as per auxiliary consumption.</p> <p>Rationale: Is Wind Power developer free to install wind turbines as per its design of required output, including its requirement of auxiliary consumption? Please clarify.</p>	the extent of successful bid only.
25	RfS	3.13 Repowering	<p>Repowering The Wind Power Generator shall be allowed repowering for a maximum cumulative period of six (6) months during the entire PPA term of 25 years. The generator shall not be in default for non-supply of power during this period of repowering</p>	Request you to clarify the meaning of this clause	<p>The Clause No. 3.13 is revised as under:</p> <p>3.13 Repowering:</p> <p>The Wind Power Generator will be free to repower the project from time to time during the PPA term of 25 years.</p> <p>During the repowering contract year, the bidder has to maintain generation as per committed/declared CUF range +/- 10%) and MSEDCL will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) and compensation against change in law for the repowered capacity shall not be allowed.</p>

26	RfS	3.15 Generation compensation due to Backed Down	Due to Backdown: 50% x {Average generation per hour during the month x no of hrs. of backdown} x PPA Tariff	Due to Backdown: 100% x {Average generation per hour during the month x no of hrs. of backdown} x PPA Tariff Rationale: Compensation shall be payable for 100% of power. Please modify the clause suitably.	The bidder's request is not accepted. Bidder has to adhere the RfS condition. The RfS condition is in line with the MoP standard bidding guidelines for procurement of wind power through competitive bidding dated 08.12.2017 and amendments thereof.
27	RfS	3.16.2.i Financial Closure or Project Financing Arrangements	The Loan Agreement between the lender and the Power Producer	The Loan Agreement/Sanction letter between the lender and the Power Producer. Rationale: Please include sanction letter as an alternative to loan agreement for Tie-Up of 100% Financing Arrangements. It is standard document, which is acceptable to all bidding Agencies. Also when Sanction letter is submitted, than submission of Loan Agreement shall not be required. There is no point of submitting bunch of documents for same purpose. Please allow the same.	The bidder's request is not accepted. Bidder has to adhere the RfS condition.
28	RfS	3.17 Commissioning and Penalty for Delay in commissioning	Commissioning certificates shall be issued by RLDC/ SLDC/ DISCOM after successful commissioning of the Project.	Commissioning certificates shall be issued by RLDC/SLDC/DISCOM/State RE Implementing Agency).... after successful commissioning of the Project Rationale: State RE implementing Agency shall be authorised to issue COD letter in case of INTER state projects. Please modify the clause accordingly.	The bidder's request is not accepted. Clarification: In case RLDC/SLDC not certifies the commissioning, MSSEDCL will depute officers for observing commissioning of the project.

29	RfS	3.17.2: Early Commissioning	Early Commissioning “The early commissioning of Wind Power Generator if permitted for full commissioning as well as part commissioning prior to SCOD subject to transmission connectivity and Long Term Access (LTA). In case of early part commissioning till the achievement of full commissioning or SCOD, whichever is earlier, and in case of early full commissioning, MSEDCL may purchase the generation at 100% of the PPA tariff.”	First sentence seems incomplete. Kindly review. We understand that in case of early part commissioning or early full commissioning, the WPD is entitled to sell the generated power to any entity in case MSEDCL does not buy it. Kindly confirm	The bidder’s request is accepted. The revised clause no. 3.17.2 of RfS is as under: Early Commissioning “The early full commissioning as well as part commissioning of Wind Power Generator if permitted for full commissioning as well as part commissioning prior to SCOD shall be subject to transmission connectivity and Long Term Access (LTA). In case of early part commissioning till the achievement of full commissioning or SCOD, whichever is earlier, and in case of early full commissioning, MSEDCL may purchase the generation at 100% of the PPA tariff.” The WPD may sell the generated power to any entity in case MSEDCL does not buy it, only with prior approval of MSEDCL.
30	RfS	3.17.3 Delay in Commissioning	Penalty for delay in Commissioning	Please clarify for the delay in the commissioning due to uncontrollable reasons	As per the RfS and PPA conditions, penalty for delay in commissioning shall be considered. Please refer Article 8 of PPA related to Force Majeure events.
31	RfS	3.17.3.iv Delay in Commissioning	In addition to the penalties above, MSEDCL shall calculate the lost generation due to non commissioning at the declared CUF of bidder, and penalty shall be calculated based on the applicable forbearance price of Renewable Energy Certificates as notified by CERC time to time, in case MERC penalizes MSEDCL for non-compliance towards Renewable Power Purchase Obligation.	To be deleted Rationale: This is unnecessary burden to WPD. As per this tender 6 months PBG encashment and Tariff reduction for 3 months thereafter is already a hefty amount. Therefore it is no need to put these penalties.	The bidder’s request is accepted. The clause no 3.17.3 iv) shall be deleted from RfS.

32	RfS	3.19.vi Minimum Paid up Share Capital to be held by Project Promoter	In case, the financial eligibility and qualification is attained through financials of Parent Company, then the shareholding pattern of the Parent Company shall not change till the achievement of Financial Closure and the shareholding pattern of the bidding entity shall not change till one year from the date of COD.	To be deleted. Rationale: MSEDCL shall not restrict parent and bidder from changing shareholding as we have equity infusion, ESOP allocation etc. Further bidder is unable to ascertain the timelines of PPA signing. There may be cases where certain investors and new stakeholders are brought into company at HOLCO and SPV level at a time between bid submission, PPA signing, FC and SCOD of project. Therefore it will be a problem to bidder. Hence it shall be deleted.	The bidder's request is not accepted. The bidder has to adhere to RfS provisions.
33	RfS	3.24.1 Documents to be submitted Offline (in Original)	Documents to be submitted Offline (in Original)	To be waived off Rationale: Due to current spread of Pandemic, it is requested to waive off OFFLINE BID Submission. Currently all travel has been suspended till situation normalizes. Hence please modify the clause accordingly.	The bidder's request is not accepted. The bidder has to adhere to RfS provisions.
34	RfS	3.28 Right of MSEDCL to reject a Bid	Right of MSEDCL to reject a Bid MSEDCL reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability.	To be deleted. Rationale: There is no need of this clause. Bidders invest a lot of time and money while participating in bids and cancellation of bids without any reason is injustice to bidders. Delete this clause. If required, please explain what is the logic behind this clause.	The bidder's request is not accepted. Bidder has to adhere the RfS condition.
35	RfS	Financial Bid Evaluation	i) Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section 3 of this RfS. ii) To ensure competitiveness, the minimum	Kindly clarify the methodology of selecting the bidders who qualify financial bid and will participate in e- RA?	Please refer section 4 of the RFS.

			<p>number of qualified Bidders should be two. If the number of qualified bidders is less than two, even after three attempts of bidding, and MSEDCL still wants to continue with the bidding process, the same may be done with the consent of Maharashtra Electricity Regulatory Commission.</p> <p>iii) The detailed evaluation procedure and selection of bidders are described in subsequent sections in this Section.</p>		
36	RfS	Substation Details	Kindly share STU substation details and available capacity in Maharashtra.	Kindly share STU substation details and available capacity in Maharashtra.	Refer the tentative list available on MSETCL website.
37	RfS	General	Addition of New Clause	<p>In Case of Delay in Grant of Connectivity/readiness of STU/ISTS/CTU substation and transmission Infrastructure of STU/CTU network. SCOD extension shall be granted to bidder without any penalties. Further SCOD shall be revised to 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure of STU/CTU network as the case maybe.</p> <p>Rationale: Please incorporate a clear provision for SCOD extension in case of delay in grant of Connectivity or/and readiness of STU/CTU substation and associated Transmission Infrastructure.</p>	The request is not accepted.
38	RfS	Format 6.1	Substation details	It is requested to delete such provision from covering letter as substation details shall be furnished by the successful bidder at the time of commissioning	The request cannot be accepted. The bidders has to adhere RfS condition.
39	RfS	Covering letter	As per Rfs, bidder needs to submit location of project and substation details at bidding stage.	Can the same may be removed as it would be difficult to finalize at the bidding stage	The request cannot be accepted. The bidders has to adhere RfS condition.

		Format 6.1			
40	RfS	<p>Format 6.1</p> <p>Format of Covering Letter</p>	The successful bidder shall submit documentary evidence for securing its connectivity with grid from CTU/STU/DISCOM within 7 months from the date of signing of PPA. Format 6.1 Covering Letter 10. We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity within the period of 3 months from the date of signing of PPA. In the event of delay in commissioning, the provisions of Section 3.17 of the RfS/ relevant articles of PPA shall be applied on such projects.	There is difference in timeline in mentioned clauses for submission of documentary evidence for securing connectivity. Request you to change the same to 7 months in the Covering letter	<p>The bidder's request is accepted.</p> <p>The clause no. 6.1 shall be read as:We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity within the period of 7 months from the date of signing of PPA.....</p>
41	PPA	Definitions	<p>However, in case of any mismatch/contradiction between provisions of different documents, following shall be the order of precedence:-</p> <ol style="list-style-type: none"> 1. Power Purchase Agreement 2. RfS Documents 	<p>To be deleted</p> <p>Rationale: Since both documents are part of bid and have been uploaded by MSEDCL as part of bid, both shall bear equal precedence. There might be certain clause of RfS which may favour bidder and which may not be part of PPA. It will be problem to bidder after project is awarded. Please delete these clauses.</p>	The bidder's request is not accepted. Bidder has to adhere the PPA condition.
42	PPA	Definition	Competent Court: Court means the Supreme Court of India or Bombay High Court, MERC and APTEL.	It is requested to include CERC also.	The bidder's request is not accepted. Bidder has to adhere the RfS condition.
43	PPA	<p>5.5</p> <p>Start-up power: (Applicable for intra</p>	<p>5.5 Start-up power: (Applicable for intra state projects):</p> <p>For intra-state projects, MSEDCL shall supply electricity to the Power producer's wind power project at MSEDCL's</p>	<p>5.5 Start-up power: (Applicable for intra state projects):</p> <p>For intra-state projects, MSEDCL shall supply electricity to the Power producer's wind power project at MSEDCL's PPA Unit rate in force from</p>	The bidder's request is not accepted. Bidder has to adhere the PPA condition.

		state projects):	prevailing HT temporary Tariff rate in force from time to time and Generator shall pay for this electricity (Fixed Demand (kVA) & variable power in kWh) at that rate. MSEDCL shall ensure that the power as required by the Power producer under reasonable notice shall be available without delay.	time to time and Generator shall pay for this electricity (Fixed Demand (kVA) & variable power in kWh) at that rate. MSEDCL shall ensure that the power as required by the Power producer under reasonable notice shall be available without delay. Rationale: Instead of HT temporary tariff rare for Start-up power, Billing shall be done as per the PPA Unit rate. Please clarify.	
44	PPA	5.6.6 Generation compensation due to Backed Down:	It is clarified that the above compensation shall not be applicable in case must run status is withdrawn by applicable regulations in future	It is requested to remove such provision	The bidder's request is not accepted. Bidder has to adhere the PPA condition.
45	PPA	6.3 Late Payment:	For payment of Monthly bill by MSEDCL thirty (30) days beyond its due date, if paid after Due date of Payment, 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.	This is not in line with MoP LPSC rule. Therefore, it is requested to align such clause in line with MoP LPSC rule.	The bidder's request is not accepted. Bidder has to adhere the PPA condition.

46	PPA	6.5.1.i) Revolving Letter of Credit:	<p>...All the cost incurred by MSEDCL for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by the Power Producer</p> <p>Rationale: Providing payment security is obligation of MSEDCL and all charges associated with LC shall be taken-up by MSEDCL as it is payment security being given by MSEDCL to cover default of payment from MSEDCL.</p> <p>Please modify the clause.</p>	<p>...All the cost incurred by MSEDCL for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by the MSEDCL.</p>	<p>The bidder's request is accepted.</p> <p>The revised clause No. 6.5.1 i) is as under: 6.5.1 Revolving Letter of Credit: i) MSEDCL shall establish and maintain irrevocable and unconditional revolving Letter of Credit in favour of, and for the sole benefit of, the Power producer for the contracted capacity. All the cost incurred for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by the Power procurer.</p>
47	PPA	6.6 Disputes:	In the event of a dispute as to the amount of any Tariff Invoice, MSEDCL shall notify the Power producer of the amount in dispute and MSEDCL shall pay the Power Producer 100% of the undisputed amount within the due date, provided either party shall have the right to approach the MERC to effect a higher or lesser payment on the disputed amount.	In the event of a dispute as to the amount of any Tariff Invoice, MSEDCL shall notify the Power producer of the amount in dispute and MSEDCL shall pay the Power Producer 100% of the undisputed amount and 95 % of disputed amount within the due date, provided either party shall have the right to approach the Appropriate Commission to effect a higher or lesser payment on the disputed amount. Late payment surcharge shall be applicable on the unpaid amount till the time of settlement	The bidder's request is not accepted. Bidder has to adhere the PPA condition.
48	PPA	7.1 Reading and Correction of Meters	ii) For the purpose of energy accounting, the ABT compliant meter shall be installed by Power producer at the metering point. Further, For the purpose of energy accounting the Generator shall have to install Availability Based Tariff meter /Special Energy Meter at the metering point as well as on each Wind Turbine Generator machine. Interface metering shall conform to the Central Electricity Authority (Installation and Operation of Meters) Regulations 2014 and amendment thereto.	7.1 Reading and Correction of Meters ii)) For the purpose of energy accounting, the ABT compliant meter (10Mins)shall be installed by Power producer at the metering point. Further, For the purpose of energy accounting the Generator shall have to install Availability Based Tariff meter /Special Energy Meter at the metering point as well as on each Wind Turbine Generator machine. Interface metering shall conform to the Central Electricity Authority (Installation and Operation of Meters)	<p>Clarification:</p> <p>For metering purpose, prevailing CEA Regulations, Central Electricity Authority (Installation and Operation of Meters) (Amendment) Regulations, 2014 and amendments thereof, shall be applicable.</p>

			MSETCL/STU/MSEDCL shall stipulate specifications in this regard	<p>Regulations 2014 and amendment thereto. MSETCL/STU/MSEDCL shall stipulate specifications in this regard.</p> <p>Rationale: Whether ABT complaint meter shall be of 10 Mins. or 5mins. Please clarify.</p>	
49	PPA	8.4.1 Notification of Force Majeure Event	Notification of Force Majeure Event - not later than Fifteen (15) days	The timelines to give notice under Force Majeure conditions shall be increased to at least 30 days	<p>The bidder's request is not accepted. Bidder has to adhere the PPA condition.</p> <p>The RfS condition is in line with the MoP standard bidding guidelines for procurement of wind power through competitive bidding dated 08.12.2017 and amendments thereof.</p>
50	PPA	8.9.3 Available Relief for a Force Majeure Event:	Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Events.	Not in line with TBCB Guidelines. Therefore, it is requested to delete this clause.	The bidder's request is not accepted. Bidder has to adhere the PPA condition.
51	PPA	9.1.2 CHANGE IN LAW	But the above shall not however include any change in taxes on corporate income or any withholding tax on income or dividends distributed to the shareholders of the Power Producer or any change on account of regulatory measures by the Appropriate Commission.	It is requested that any change on account of regulatory measure by the appropriate commission shall be covered under change on law condition	The bidder's request is not accepted. Bidder has to adhere the PPA condition.
52	PPA	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, upto the Actual Commissioning Date	It is requested to modify as: 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	The bidder's request is not accepted. Bidder has to adhere the PPA condition.

			of the last part capacity or Scheduled Commissioning Date/extended Scheduled Commissioning Date, whichever is earlier),	concerned, upto the Actual Commissioning Date of the last part capacity or Scheduled Commissioning Date/extended Scheduled Commissioning Date, whichever is later),	
53	PPA	9.2.1 Relief for Change in Law	Relief for Change in Law “.....the 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 Appropriate Commission.”	The Change in Law should not be conditional. MSEDCL should themselves provide acceptance/ rejection of any Change in Law event within one month of such request/ claim from WPD as the costs and expenses due to Change In Law events will have to incurred by WPD during execution of project itself.	The bidder’s request is not accepted. Bidder has to adhere the PPA condition.
54	PPA	9.2.2 Relief for Change in Law	If a Change in Law results in the Power producer’s costs directly attributable to the Project being decreased or increased by one percent (1%), of the estimated revenue from the Electricity for the Contract Year for which such adjustment becomes applicable or more, during Operation Period, the Tariff Payment to the Power producer shall be appropriately increased or decreased with due approval of MERC.	In case of impact is less than 1% of the estimated revenue, how such claim to be claim. Also, it is requested to replace MERC with Appropriate Commission.	The bidder’s request is not accepted. Bidder has to adhere the PPA condition.
55	PPA	10.4.1 Termination	The Power Producer shall have liability to make payment within 30 days from the date of termination notice toward compensation to MSEDCL equivalent to three years billing based on normative CUF of 22 %.	Not in line with TCBG Guideline. Therefore, it is requested to delete such provisions.	The bidder’s request is not accepted. Bidder has to adhere the PPA condition.
56	PPA	10.4.1 Termination	Clause No. 10.4.1 “Termination for POWER PRODUCER’s Default”, reproduced as under: Upon the occurrence of an event of default as set out in sub-clause 10.3.1 above, MSEDCL may deliver a Default Notice to the Power Producer in writing which shall specify in reasonable	The penalty mechanism as indicated in the PPA under Cl. No. 10.4.1 is very stringent & duplicate in nature, over & above the encashment of Performance Bank Guarantee as penalty. Thus this condition is becoming a major hurdle for the participation in this tender as lenders are also not allowing for its acceptance.	The bidder’s request is not accepted. Bidder has to adhere the PPA condition.

			<p>detail the Event of Default giving rise to the default notice, and calling upon the Power Producer to remedy the same. At the expiry of 30 (thirty) days from the delivery of this default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the default notice has been remedied, MSEDCL may deliver a Termination Notice to the Power Producer. MSEDCL may terminate this Agreement by delivering such a Termination Notice to the Power Producer and intimate the same to the MERC. Upon delivery of the Termination Notice this Agreement shall stand terminated and MSEDCL shall stand discharged of all its obligations. The Power Producer shall have liability to make payment within 30 days from the date of termination notice toward compensation to MSEDCL equivalent to three years billing based on normative CUF of 22 %.</p> <p>.....</p>	<p>We would like to inform that the PPAs of SECI wind RfS' till date does not contain this additional penalty mechanism, even though such power is also being procured by the DISCOMs for meeting their RPO compliance.</p> <p>In view of above, we request you to kindly delete such additional penalty from the PPA under Cl. No. 10.4.1, which shall surely encourage the maximum participation in your tender & increase the competition.</p>	
57	PPA	New Clause Definition	Appropriate Commission	<p>It is requested to add definition of Appropriate Commission in line with TBCB Guidelines: Subject to the provisions of the Electricity Act, 2003, Appropriate Commission would be as under:</p> <p>a) In case the wind power projects supplying power to Distribution licensee(s) of one State, the Appropriate Commission, for the purpose of these bidding Guidelines, shall be the State Electricity Regulatory Commission of the concerned State where the distribution licensee(s) is located.</p> <p>b) In case the wind power projects supplying power to Distribution licensee(s) of more than one State, the Appropriate Commission, for the</p>	The Appropriate Commission for this tender is Maharashtra Electricity Regulatory Commission (MERC).

				<p>purpose of these bidding Guidelines, shall be the Central Electricity Regulatory Commission.</p> <p>c) For cases involving sale of wind power from generating companies owned or controlled by Central Government, the Appropriate Commission shall be the Central Electricity Regulatory Commission.</p> <p>Also, in place of MERC, it is requested to substitute it with Appropriate Commission.</p>	
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