

REPLY TO PRE-BID QUERIES FOR RfS No. MSEDCL/RE/ Wind/500 MW/T-36 dated 20.08.2021

Sr. No.	Clause of RFS/PPA	Clause No.	Existing Clause	Bidders Query / Suggestion	MSEDCL's Reply
1	RfS	Bid Information	Last date & Time for a) Online Submission of Response to RfS and Date : 13.09.2021 Time : 16:00 Hrs	Request to extend the bid submission timeline by at least 3 weeks i.e. upto 01.10.2021. Rationale: Sembcorp has a rigorous minimum 3 tier management approval process, which takes 3-4 weeks of time. Therefore, if the bid submission date doesn't get extended, it'll be difficult for Sembcorp to participate in this tender. Besides due to Covid19 restrictions Sembcorp's offices are still closed and working from home, which takes longer time in necessary approvals and preparation of the bid. Sembcorp's one 40 MW project is eligible for the bid thus as a keen participant we urge yourself to consider our request.	The last date of bid submission will be extended till 07.10.2021.
2	RfS	Bid Information	Ceiling tariff RS 2.65/unit	Please remove the ceiling tariff or keep the ceiling tariff in line with last round of e-RA tariff discovered in SECI and MSEDCL Wind bids i.e. Rs.2.85/unit- Rs.2.95/unit. Rationale: The Ministry of New and Renewable Energy vide its circular dated March 5, 2020, dealing with RE competitive bidding guidelines, has issued a direction to SECI, NTPC and all DISCOMS that they should not have any cap or upper ceiling limit in future bids for procuring power from solar or wind sources. Even the Hon'ble MERC in Order dated 01.01.2021 (appeal no 21 of 2020) has suggested that MSEDCL may decide ceiling tariff based on tariff discovered in its own bids or comparing with SECI tenders, including SECI trading Margin to arrive at landed cost.	The bidder's request is not accepted. The bidder shall adhere to RfS condition.

3	RfS	Bid Information	EMD of RS 5 lakh/MW/Project to be submitted in form of Bank Guarantee along with the Response to RfS.	<p>You are requested to waive off the requirement of EMD.</p> <p>Rationale: In recent SECI bids the requirements of submission of EMD has been replaced with 'Declaration of Bid Security', which can be considered in MSEDCL bids too. As this bid is specifically for expired PPAs of existing projects thus risk of project execution also minimised. Therefore MSEDCL should do away the requirement of EMD.</p> <p>EMD Rs.5 lakhs /MW/Project----- in this case we have four projects having different PPA with MSEDCL on short-term basics Like 3.30 MW,1.65 MW,7.2 MW,23.10 MW.so that in which basics we need to take the BG per MW or Per Project</p>	<p>The bidder's request is partially accepted and the revised clause may be read as under -</p> <p>Earnest Money Deposit (EMD) of Rs. 1 lakh / MW per bid in the form of Bank Guarantee along with RfS according to Format 6.3 and valid for 06 months from the last date of bid submission and shall be submitted by the Bidder.</p> <p>The revised EMD of Rs. 1 Lakh is on Per MW basis.</p>
4	RfS	Bid information sheet	Important note: registration of bidders with M/s ISN Electronic Tender Services	<p>We request MSEDCL to please clarify if an SPV can bid using login credentials of its parent company which is already registered with the e-tendering portal? Or every SPV participating in the id needs to register separately?</p> <p>Rationale: Few of the bidders, participating in central auctions are already registered on the e-tendering portal, however in different name (parent/SPV/Sister company). We request clarification if bidders can use login credential of its already registered parent company for participating in tendering/reverse auction process.</p>	Clarification: The bidder shall have its own registration.

5	RfS	Definitions	<p>“Bidder” “Bidder” or “Bidding Entity” shall mean Bidding Company or a Limited LiabilityCompany (LLC) or a Bidding Consortium or a Proprietary Concern or an Individual or a Cooperative Society or any other wind power generator having an EPA with MSEDCL which has already expired or is going to be expired in FY 2019-20, submitting the Bid. Any reference to the Bidder includes Bidding Company / Proprietary Concern Individual / Co-Operative Society Bidding Consortium/ Consortium Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require.</p>	<p>“Bidder” “Bidder” or “Bidding Entity” shall mean Bidding Company or a Limited LiabilityCompany (LLC) or a Bidding Consortium or a Proprietary Concern or an Individual or a Cooperative Society or any other wind power generator having an EPA with MSEDCL which has already expired or is going to be expired in FY 2021-22, submitting the Bid. Any reference to the Bidder includes Bidding Company / Proprietary Concern Individual / Co-Operative Society Bidding Consortium/ Consortium Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require.</p>	<p>The bidder’s request is accepted and the definition shall be read as under: “Bidder” “Bidder” or “Bidding Entity” shall mean Bidding Company or a Limited Liability Company (LLC) or a Bidding Consortium or a Proprietary Concern or an Individual or a Cooperative Society or any other wind power generator having an EPA with MSEDCL which has already expired or is going to be expired in FY 2021-22, submitting the Bid. Any reference to the Bidder includes Bidding Company / Proprietary Concern Individual / Co-Operative Society Bidding Consortium/ Consortium Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require.</p>
6	RfS	Definitions	<p>“Group Company” of a Company means</p> <p>v. a company which is under common control with the company, and control means ownership by one company of at least 10% (Ten) of the share capital of the other company or power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise</p>	<p>“Group Company” of a Company means</p> <p>v. a company which is under common control with the company, and control means ownership by one company of at least 10% (Ten) of the share capital of the other company or power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise</p> <p>Rationale: Request to remove this provision from the tender as in current market multiple private equity investors, corporation and utilities buy stake in multiple companes to hedge risk and have diversified investment. This will restrict participation of many developers in this tender and may restrict in discovery of competitive tariff</p>	<p>The bidder’s request is not accepted. The bidder shall adhere to RfS condition.</p>

7	RfS	1.3.2 Eligible Projects	The intra – state projects which are already supplying power to MSEDCL under an existing EPA, which has already expired or is going to expire on or before 31st March 2022 shall be eligible to participate in the bidding process	We understand projects which expired from long term EPA with MSEDCL and presently supplying power under Short term route to MSEDCL will also be eligible under this tender. Please confirm	Clarification: The intra-state projects whose long term EPA has already expired or supplying power under long term EPA / short term EPA which are going to expire on or before 31.03.2022 are eligible under this tender.
8	RfS	3.11 Power Purchase AgreementThe PPA will be executed between MSEDCL and selected bidders. The PPAs shall be valid for a period of 12 years from the date of execution of PPA for existing wind power projects.....	Please consider the validity of the PPA from supply period i.e. 01.04.2022, instead of PPA execution period.	Original clause:The PPAs shall be valid for a period of 12 years from the date of execution of PPA for existing wind power projects. The clause of 3.11 is amended as follows:The PPA shall be valid for 12 years from the effective date of PPA.
9	RfS	Bid evaluation methodology and selection of Projects		Please elaborate the criteria of shortlisting the bidders for e-reverse auction. The RfS makes no mention of which bidders will be able to move to e-RA phase.	The bidders who will fulfil the technical as well as financial criteria as mentioned in Section 4 and Section 6 of RfS, will be eligible for e-RA process.
10	RfS	Bid Information	Repowering	1. Can the project be repowered before the PPA signing?2. Can the project capacity be changed by repowering either before or after the PPA signing? In case of an increase in capacity, would MSEDCL off take the entire increased quantum of power under the same terms?	Clarification: 1. The decision regarding repowering is the prerogative of the wind generator. 2. For issues related to repowering please refer clause 3.12.4 of RfS document. MSEDCL shall procure the power to the extent of successful bidding capacity only.

11	RfS	1.2.1 Details of Power Procurement	The bidders selected by MSEDCL based on the provisions of this RfS and Draft Power Purchase Agreement (PPA), be existing wind power projects including projects whose EPAs with MSEDCL have already expired or are due to expire on or before 31.03.2022.	<p>The bidders selected by MSEDCL based on the provisions of this RfS and Draft Power Purchase Agreement (PPA), be existing wind power projects including projects whose EPAs with MSEDCL and/or any other Discoms have already expired or are due to expire on or before 30.06.2022..</p> <p>Rationale: Multiple Wind Projects have PPA with Other Discoms in Maharashtra, and those Projects also have 13 years PPA which have expired or going to expire in coming years/months. So allowing them to participate in this tender will increase the competitiveness of the bid and also support MSEDCL's target to fulfil RPO. This will also protect the projects from becoming NPA as due to lack of buyer.</p>	<p>The bidder's request is partially accepted. The clause no. 1.2.1 of RfS is revised as under: The bidders selected by MSEDCL based on the provisions of this RfS and Draft Power Purchase Agreement (PPA), be existing intra-state wind power projects including projects whose long term / short term EPAs with MSEDCL and/or any other Discoms have already expired or are due to expire on or before 31.03.2022.</p> <p>Remark: MSEDCL may consider the period of expiry upto Sept. 2022 to increase the participation.</p>
12	RfS	1.3 Eligible Projects	Eligible Projects - The intra state projects which are already supplying power to MSEDCL under an existing EPA, which has already expired or is going to expire on or before 31st March 2022.	<p>We request MSEDCL to kindly clarify, whether the date of expiry shall be considered w.r.t. original FIT PPA or the date of expiry of short term PPA, entered post expiry of FIT PPA by some of the WPPs, with MSEDCL</p> <p>Rationale: Original FIT PPA for many WPPs in Group III have started expiring as early as 2016. After the expiry of FIT PPA many have entered into short term PPA with MSEDCL We request MSEDCL to clarify what shall be considered as date of PPA expiry for such projects having short PPA with MSEDCL.</p>	<p>The post expiry wind projects presently having short term PPA are also eligible. Further the definition of "Effective date" in the RfS and PPA is revised as under: The effective date of PPA shall be date of execution of new PPA or date of expiry of FIT EPA/ STPPA whichever is later.</p> <p>It is to again clarify that, in case of projects which have entered into short term agreements after expiry of FIT EPA, the date of expiry shall be considered as the date of expiry of short term PPA.</p>
13	RfS	1.3.2 Eligible Projects	The intra – state projects which are already supplying power to MSEDCL under an existing EPA, which has already expired or is going to expire on or before 31st March 2022 shall be eligible to participate in the bidding process. Such successful bidders shall supply power from their projects based on the terms of the new PPA from the date of new PPA or after the expiry of the existing EPA, whichever is earlier.	<p>Such successful bidders shall supply power from their projects based on the terms of the new PPA from the date of new PPA or after the expiry of the existing EPA, whichever is later earlier.</p> <p>Eligible Projects.---- in this particular we have short-term PPA with MSEDCL and That's going to expired 31st dec-2022 in this scenario we able to Participate the bidding or not.</p>	<p>The Short term agreements which are going to expire on or before 31.03.2022 are only eligible to participate under this tender.</p> <p>However, the clause 1.3.2 is revised. The revised clause 1.3.2 of RfS is as under: 1.3.2. The intra – state projects which are already supplying power to MSEDCL under an existing EPA, which has already expired or is going to expire on or before 31st March 2022 shall be eligible to participate in the bidding process. Such successful bidders shall supply power from their projects based on the terms of the new PPA from the date</p>

					of new PPA or after the expiry of the existing EPA, whichever is later.
14	RfS	3.1.3 Obtaining RfS Document, Cost of documents & Processing Fees	Prospective Bidders interested to participate in the bidding process are required to submit their proposals in response to this RfS document along with a non-refundable processing fee and cost of RfS documents as mentioned in the Bid Information Sheet. The bids submitted without cost of RfS document and/or Processing Fee and/or Bank Guarantee against EMD, shall not be considered for bidding and such bids shall not be opened by MSEDCL.	Processing Fee Rs.10000/-, Cost Of RFS Document Rs-25000/- (Plus Applicable GST)----- Please Clarify why we need to make two separate payments.	Clarification: The payment of Rs. 10000 is for processing fee and Rs. 25000 is for cost of RfS document.
15	RfS	3..16 Minimum Paid up Share Capital to be held by Project Promoter:	Minimum Paid up Share Capital to be held by Project Promoter a)...b) The successful bidder, if being a single bidding entity, shall ensure that its shareholding in the entity below 51% (fifty-one per cent) at any time prior to 1 (one) year from the date of execution of PPA, except with the prior approval of MSEDCL...	There seems to be a typographical error. The Intended clause appears to be “.... shall ensure that its shareholding in the entity is not below 51%.... “We request MSEDCL that one year lock-in period for shareholding may be removed. Rationale: This requirement may be relevant for new projects, however this is not relevant from existing project point of view, as they already have existing assets on the ground. The merger and acquisition activities in the market have become quite significant and may hamper participation from prospective bidders. This is in no way a hindrance to the performance of WPPs which, having completed their PPA term, have already demonstrated their performance.	The clause No. 3.16 b) shall be revised as under: The successful bidder, if being a single bidding entity, shall ensure that its shareholding in the entity is not below 51% (fifty-one per cent) at any time prior to 1 (one) year from the date of execution of PPA, except with the prior approval of MSEDCL.
16	RfS	3.3 Project Scope:	The successful bidder shall have an already commissioned intra – state Wind Power Project who’s EPA has already expired or due to expire on or before 31.03.2022 as per the provisions of Clause 1.3.2 of this RfS	The successful bidder shall have an already commissioned intra – state Wind Power Project who’s EPA has already expired or due to expire on or before 31.03.2022 30.06.2022 as per the provisions of Clause 1.3.2 of this RfS Rationale: Request to modify the date of expiry of PPA up to 30th June 2022 as many PPAs are going to expire in between April 2022 to December 2022.	The bidder’s request is not accepted. The bidder shall adhere to bid condition.

17	RfS	3.5.2 Qualification Requirements	The Bidding Entity should be incorporated in India under the Companies Act 1956 or Companies Act, 2013 or Co-operative Societies, Act, 1912, as applicable the Bidder shall be a wind power generator having an EPA with MSEDCL which has already expired or is going to be expired in FY 2021-22, as applicable.	<p>The Bidding Entity should be incorporated in India under the Companies Act 1956 or Companies Act, 2013 or Co-operative Societies, Act, 1912, as applicable the Bidder shall be a wind power generator having an EPA with MSEDCL and/or any other Discom which has already expired or is going to be expired by 30.06.2022 in FY 2021-22, as applicable.</p> <p>Rationale: "Many PPA with other Discoms in Maharashtra for wind power projects was expired or will be expired in next year. This opportunity will provide those projects with a long term PPA and also protect projects from becoming idle and under stress. Request to modify the date of expiry of PPA up to 30th June 2022 as many PPAs are going to expire in between April 2022 to December 2022."</p>	<p>The bidder's request is partly accepted.</p> <p>The revised clause as follows:</p> <p>The Bidding Entity should be incorporated in India under the Companies Act 1956 or Companies Act, 2013 or Co-operative Societies, Act, 1912, as applicable the Bidder shall be a wind power generator having an EPA with MSEDCL and /or any other Discom which has already expired or is going to be expired in FY 2021-22, as applicable.</p>
18	RfS	3.5.3 Qualification Requirements	Any consortium, if selected as successful bidder for the purpose of supply of power to MSEDCL, shall incorporate a Project company / Special Purpose Vehicle (SPV) with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with MSEDCL, i.e. the Project Company incorporated shall have the same shareholding pattern at the time of signing of PPA as given at the time of submission of response to RfS.	<p>consortium Agreement (6.5)----- if the applicant company holding 100 % shares the consortium Agreement required for RfS.</p>	<p>The query raised by SML group is not clear. The bidder's request is not accepted. The bidder shall adhere to RfS condition.</p>

19	RfS	3.6 Eligibility Criteria	The intra – state projects which are already supplying power to MSEDCL under an existing EPA, which has already expired or is going to expire on or before 31st March 2022 shall be eligible to participate in the bidding process.	<p>The intra – state projects which are already supplying power to MSEDCL and/or any other Discom under an existing EPA, which has already expired or is going to expire on or before 31st March 2022 30th June 2022 shall be eligible to participate in the bidding process.</p> <p>Rationale: "Many PPA with other Discoms in Maharashtra for wind power projects was expired or will be expired in next year. This opportunity will provide those projects PPA for long term and also protect projects from becoming idle and under stress. Also, clarify whether capacity under short term PPA that will be expired before 31-03-2022 will be eligible to bid in this tender.</p> <p>Request to modify the date of expiry of PPA up to 30th June 2022 as many PPAs are going to expire in between April 2022 to December 2022."</p>	<p>The bidder's request is partly accepted.</p> <p>The revised clause as follows:</p> <p>The intra – state projects which are already supplying power to MSEDCL and/or any other Discom under an existing Long term / short term EPA, which has already expired or is going to expire on or before 31st March 2022 shall be eligible to participate in the bidding process.</p>
20	RfS	3.7.3 Connectivity with the Grid	The Successful Bidder shall install the complete system for Real Time Data Visibility as per the norms & conditions of State Load Dispatch Centre (SLDC) Kalwa within Six (6) months of execution of the PPA with MSEDCL.	Rationale: Request to clarify whether power supply will commence after installation on system for Real Time Data Visibility or this system will require to install simultaneously with start of power supply under this PPA.	<p>Clarification:</p> <p>The bidder shall have to commence power supply from effective date of PPA and shall install complete system for Real Time Data Visibility as per the norms & conditions of State Load Dispatch Centre (SLDC) Kalwa within Six (6) months of execution of the PPA with MSEDCL.</p>
21	RfS	Format 6.1 of Format Covering Letter	<p>Covering Letter</p> <p>.....</p> <p>9.... In the event of delay in commissioning, the provisions of Section 3.14 of the RfS/ relevant articles of PPA shall be applied on such projects. Further, the project shall not be considered as commissioned unless the connectivity with STU/ CTU/DISCOM grid is established, SNA/MEDA registration certificate and RLDC/SLDC/DISCOM issues certificate of commissioning.</p>	<p>We request MSEDCL to kindly clarify with respect to applicability of this clause for existing projects already commissioned and connected to STU/Grid.</p> <p>Rationale: This clause appears to be taken from standard bidding documents. However, as the participating WPPs are existing projects that are already commissioned and connected to STU substation, this clause seems unnecessary and may be deleted accordingly.</p>	The bidders request is accepted. The point No. 9 of covering letter format No. 1 shall be deleted.

		Further, we confirm that the Project shall supply power to MSEDCL from 31st March , 2022 or from the date of expiry of the existing EPA with MSEDCL, whichever is earlier....	Please consider the supply period from 01.04.2022, instead of 31.03.2022. Our existing short term PPA already supplying power to MSEDCL is valid upto 31.03.2022. Thus, start day from new FY is preferred.	Original clause:Further, we confirm that the Project shall supply power to MSEDCL from 31st March , 2022 or from the date of expiry of the existing EPA with MSEDCL, whichever is earlier. May be read as:Further, we confirm that the Project shall supply power to MSEDCL from 1st April , 2022 or from the effective date of PPA with MSEDCL, whichever is earlier.
22	PPA	Definitions - Expiry Date	shall mean the date occurring after Twelve (12) years from the date of execution of PPA/expiry of earlier EPA with MSEDCL with existing wind power projects	The expiry date of the PPA should be 12 years from the supply period i.e. 31.03.2034	The definition of Expiry date is revised as under: The expiry date of the PPA shall be 12 years from the effective date of PPA.
23	PPA	1.1 Definitions	"Government Instrumentality" means the GoI, the GOM and their ministries, inspectorate, departments, agencies, bodies, authorities, legislative bodies.	"Government Instrumentality" means the GoI, the GOM and their ministries, inspectorate, departments, discoms , agencies, bodies, authorities, legislative bodies. Rationale: Discoms should also be included in the Government Instrumentalities as it is also held under Government	The bidder's request is not accepted. The bidder shall adhere to RfS condition.
24	PPA	Article 3.1.: Obligation of power producer	The Power Producer shall seek approval of STU / MSEDCL in respect of Interconnection Facilities and the Sending Station. What's the applicability of these clause for operational projects. Please clarify. Rationale: This specific requirements should be applicable for new projects and existing projects can be waived off.	As the projects are already operational with necessary approvals, hence these clause maybe deleted. Rationale: This specific requirements should be applicable for new projects and existing projects can be waived off.	The bidder's request is partially accepted. The 3.1.1 of PPA shall be modified as below: 3.1.1 "The Power Producer shall seek approval of STU / MSEDCL in respect of Interconnection Facilities and the Sending Station, if necessary".

25	PPA	4.1.1 Commercial Operation	The Power Producer shall give at least Thirty (30) days written notice specifying its availability under this PPA to the SLDC/SNA and MSEDCL	Rationale: We request clarification from MSEDCL regarding this being one-time intimation before the effectiveness of this PPA or on a regular basis? what shall be the frequency of such intimation? Is there any prescribed format for same?	Clarification: The provision under the said clause is for one time intimation informing the effectiveness of PPA and thus, injection of the power as per the terms of PPA.
26	PPA	5.1 Monthly Energy Charges	Monthly energy Charges The MSEDCL shall pay for the Scheduled /Delivered as certified by SLDC/ MSEDCL/Appropriate authority through SEA/Joint Meter Reading (AMR/MRI), for the Term of this Agreement from the date of execution of PPA, to the Power Producer every month. The Tariff payable by MSEDCL for energy purchased shall be as per Article below.	We request that the term “ date of execution” may be replaced by “effective date” of the PPA Rationale: For reason already specified in remarks against S.No.7 above	The bidder’s request is accepted . The Clause No. 5.1 of PPA shall be read as under: 5.1 Monthly Energy Charges: The MSEDCL shall pay for the Scheduled /Delivered as certified by SLDC/ MSEDCL/Appropriate authority through SEA/Joint Meter Reading (AMR/MRI), for the Term of this Agreement from the effective date , to the Power Producer every month. The Tariff payable by MSEDCL for energy purchased shall be as per Article below.
27	PPA	RATES AND CHARGES [5.4]	During the operation of the plant, due to temporary transmission unavailability, if the power is not evacuated, for reasons not attributable to Power producer, then the generation loss shall be procured by MSEDCL at the PPA tariff to offset loss in 3 years	During the operation of the plant, due to temporary transmission unavailability, if the power is not evacuated, for reasons not attributable to Power producer, then the generation loss shall be procured by MSEDCL at the PPA tariff in the succeeding 3 years Rationale: The PPA clause makes no mention of the which three (3) years and could be construed to mean any three years. The suggested modification will ensure the offtake in succeeding 3 years	The bidder’s request is accepted. The revised clause is as follows:.....During the operation of the plant, due to temporary transmission unavailability, if the power is not evacuated, for reasons not attributable to Power producer, then the generation loss shall be procured by MSEDCL at the PPA tariff to offset loss in succeeding 3 contract years.(As per MNRE guidelines)

28	PPA	BILLING AND PAYMENT [6.3]	For payment of Monthly bill by MSEDCL forty five (45) days beyond its due date, if paid after Due date of Payment, a late Payment charge shall be payable by MSEDCL.....	<p>For payment of Monthly bill by MSEDCL beyond its due date, if paid after Due date of Payment, a late Payment charge shall be payable by MSEDCL.....</p> <p>Rationale: Due date of payment is 45 days from the date of receipt of the Tariff Invoice. Existing clause grants MSEDCL another 45 days. This implies Late Payment Surcharge is applicable only if delay is more than 90 days. Request this to be modified so that the spirit of the Due Date of 45 days can be retained</p>	<p>The bidder's request is partially accepted and the relevant clause/definition is revised as under: “Due Date of Payment” in respect of a Tariff Invoice means the date, which is 30 (thirty) days from the date of receipt of such invoices by the designated official of the MSEDCL.</p> <p>The clause 6.3 is revised as under: 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% per cent in excess of the SBI, 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI.</p>
29	PPA	6.4 Rebate	<p>a) A rebate of 2% shall be payable to MSEDCL for the payments made within a period of 10 days of the presentation of Bill along with required supporting documents to MSEDCL office.</p> <p>b) Any payments made beyond a period of 10 days of the date of presentation of Bill along with required supporting documents at MSEDCL office up to the due date shall be allowed a rebate of 1%.</p>	<p>a) A rebate of 2% 1% shall be payable to MSEDCL for the payments made within a period of 10 days of the presentation of Bill along with required supporting documents to MSEDCL office.</p> <p>b) Any payments made beyond a period of 10 days of the date of presentation of Bill along with required supporting documents at MSEDCL office up to the due date shall be allowed a rebate of 1%.</p> <p>Rationale: Rebate of 2% is too high for the developer and may increase the tariff being quoted by the bidder. The bidder has to make provision for such high loss of revenue on account of rebate as early payment will not be adequate to compensate from interest earned from that revenue till the due date.</p>	The bidder's request is not accepted. The bidder shall adhere to bid documents.

30	PPA	BILLING AND PAYMENT [6.5.1]	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	All the cost incurred by MSEDCL for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by the Procurer Rationale: Opening the LC in favour of the Power Producer is an obligation of the Procurer. The Power Producer may knidly not be burdened with this.	The bidder's request is accepted.. The revised Clause No. 6.5.1.1 of Draft PPA is as under: MSEDCL may 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 by MSEDCL for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by the Procurer.
31	PPA	Article 8.1 (c) Force Majeure	The affected Party shall give notice to other party of any event of Force Majeure as soon as reasonably practicable, but not later than 7 days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure.	The time period for giving FM notice may be revised to 15 days, in line with other tender documents issued by MSEDCL for power procurement from new RE projects. Rationale: This is in contrast with the tender documents issued by MSEDCL for power procurement from new RE projects, which provides for intimation of force Majeure event within 15 days.	The bidder's request is accepted. The revised clause is as follows: The affected Party shall give notice to other party of any event of Force Majeure as soon as reasonably practicable, but not later than 15 days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. (As per MNRE guidelines).
32	PPA	10.1 Term of the Agreement:	This Agreement shall become effective from the date of execution of PPA/date of expiry of existing EPA with MSEDCL for existing wind power projects, 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 twelve (12) years.	This Agreement shall become effective from the date of execution of PPA/date of expiry of existing EPA with MSEDCL and/or any other discom for existing wind power projects whichever is later , 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 twelve (12) years. Rationale: Many PPA with other Discoms in Maharashtra for wind power projects was expired or will be expired in next year. This opportunity will provide those projects with long term PPA and also protect projects from becoming idle and under stress.	The bidder's request is accepted. The revised clause No. 10.1 of PPA is as under: 10.1 Term of the Agreement:: This Agreement shall become effective from the date of execution of PPA/date of expiry of existing EPA on or before 31.03.2022 with MSEDCL and/or any other discom for existing wind power projects whichever is later, 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 twelve (12) years.
33	PPA	10.3 (2) Events of Default: MSEDCL's Default	Failure to pay the monthly and / or supplementary bills beyond 90 days,	Failure to pay the monthly and / or supplementary bills beyond 90 30 days, Rationale: Default in payment will be consider as per Due Date.	The bidder's request is partially accepted. The revised clause is as follows: Failure to pay the monthly and / or supplementary bills 30 days beyond its due date.