

REPLY TO PRE-BID QUERIES FOR RfS No. MSEDCL/RE/ Wind/300 MW/T-42 dated 26.11.2021

S. N.	Clause of RfS/ PPA	Clause No.	Existing Clause	Bidders Query / Suggestion	MSEDCL's Reply
1	RfS	Bid Information sheet	Last date & Time for a) Online Submission of Response to RfS and b) All documents as per Section 3.21A physically at MSEDCL office, Mumbai is 20.12.2021 Time 16:00 Hrs	We request you to extend last days of bid submission by at least 3 weeks from 20.12.21 ; considering that location and substation need to be identified pre hand for setting up of Wind Power Project. We request MSEDCL to allow participants to make Bid submission through online mode only and scrap the offline submission. SECI have done this for their recent tenders. It will save time for participants as well as MSEDCL.	The bidder's request is accepted. The same is revised as under: Last date & Time for a) Online Submission of Response to RfS and b) All documents as per Section 3.21A physically at MSEDCL office, Mumbai is 03.01.2022 Time 16:00 Hrs
2	RfS	Definition	SCOD /"SCD" or Scheduled Commercial Operation Date- means the date as declared by the Successful Bidder in the PPA for 100% contracted capacity which shall be within 18 (Eighteen) months from the date of execution of the PPA.	the SCOD shall be within 24 (Twenty Four) months from the date of execution of the PPA. As per SECI RfS No. SECI/C&P/IPP/12/0002/21-22 dated: 22.10.2021. Clause 9.2 (a) The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 24 months from the Effective Date of the PPA or from the Effective Date of PSA, whichever is later.	The bidder's request is not accepted. The bidder shall adhere to RfS condition.
3	RfS	Definition	Affiliate shall mean a Company that, directly or indirectly, i) controls, or ii) is controlled by, or iii) is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least 50% (twenty-six percent) of the voting rights/ paid up share capital of the other Company.	We understand it is typographical error. Request to please confirm if it is atleast 50% or 26% as word states twenty six percent.	The revised definition of Affiliate shall be read as under: <i>Affiliate shall mean a Company that, directly or indirectly, i) controls, or ii) is controlled by, or iii) is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least 50% (Fifty percent) of the voting rights/ paid up share capital of the other Company.</i>

4	RfS	Processing Fee (non-refundable)	Rs. 3 Lakhs plus applicable GST as on last date of bid submission for each response/bid,) to be paid online through NEFT/RTGS as above.	<p>Rs. 3 Lakhs plus applicable GST as on last date of bid submission for each response/bid, or processing fee which has been paid earlier against this tender shall be considered) to be paid online through NEFT/RTGS as above.</p> <p>On 4th Oct 2021, we have paid Bid Processing Fee vide UTR ref no: UTIBR52021100400338398 amount including GST paid 3.54 lacs against RfS No. MSEDCL/RE/2021/300MW/Wind/T-37 Dated 20.08.2021, which was re-tender through RfS No. MSEDCL/RE/2021/300MW/Wind/T-42 (Issue date. 26/Nov/2021), we request you to allow us to use this already paid amount 3.54 lacs for adjusting in this tender as the cancellation of tender was not in the control of bidder</p>	The bidder's request is not accepted. The bidder shall adhere to RfS condition.
5	RfS	Details of Power Procurement :- 1.2.3	<p>In case of interstate projects, all transmission charges and losses upto delivery point shall be to the account of the Successful Bidder. No change in charges / losses of CTU shall be covered under Change in Law.</p>	<p>Evacuation loss may vary due 1. Change of Proposed Wind –Solar Hybrid Power project Substation location 2. Change of EHV line length of As-Built from initial survey. 3. Variation of system operating conditions like voltage variations. Based on above, project developer will declare evacuation losses with assumptions of tolerance. So this tolerance needs to be considered during comparison.</p> <p>Project developer shall not responsible for any changes /amendments in the policy /regulations etc. of the utilities after the commissioning of the project and hence any changes/charges shall be borne by MSEDCL under change in laws.</p> <p>To be deleted . Any change from current conditions shall be governed under Change In Law conditions. Please modify the clause suitably.</p>	<p>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.</p>
6	RfS	Details of Power Procurement :-1.2.4	In case of import of energy during a month for Intra-State projects, the successful bidder shall be required to make payment to MSEDCL at prevailing HT Industrial Tariff or as applicable, determined by MERC from time to time..	<p>Bidder shall consider relevant state utilities latest regulations e.g. MERC/MSETCL regulations as on 26th NOV 2021 or Letter of Award. Any change/Amendment of regulations after 26th NOV 2021 or Letter of Award shall not be considered by Bidder/WPD. In case of import of energy during a month for inter-State, the successful Bidder shall be required to make payment to MSEDCL at prevailing HT Industrial Tariff or tariff determined by MERC as applicable on 26th Nov, 2021.</p>	<p>The bidder's request is not accepted. The bidder shall adhere to RfS condition.</p> <p>In case of inter-state projects, the bidders are advised to refer applicable State Regulations or CTU procedure.</p>

7	RfS	<p>Details of Power Procurement :-1.2.5</p> <p>PPA:- ARTICLE 5: RATES AND CHARGES</p>	<p>Wind Power Developer (WPD) shall be responsible for arrangement of start-up power / auxiliary consumption, as per the state Regulations/CTU procedure.</p>	<p>To be deleted.</p> <p>Please explain whether separate electricity connection is required for start-up power.</p> <p>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.</p>	<p>The bidder's request is not accepted.</p> <p>Clarification:</p> <p>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.</p> <p>In case of inter-state projects, the bidders are advised to refer applicable State Regulations or CTU procedure.</p>
8	RfS	<p>Eligible Projects:- 1.3.3</p>	<p>The Intra-state projects already commissioned but do not have any long- term PPA with any agency and selling power on short-term or merchant plant basis will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes and do not have any obligations towards existing buyers.</p>	<p>Proposed to be Deleted.</p> <p>RPO were specified by the State Commissions for promotion of renewable energy in India. Further, it may kindly be noted that India has planned to achieve 450 GW of installed RE capacity by 2030. We highly appreciate the tender process being carried out by MSEDCL in furtherance to achieve the said objective.</p> <p>If the bid is now considering participation from already existing projects, not having any long-term PPAs, would harm the very objective with which such process is being carried out as Existing projects would have been installed at the then point in time by evaluating certain commercial implication and risks. Hence, by defining such broad selection criteria would</p> <ul style="list-style-type: none"> - not provide level playing field for all the developers - provide undue advantage to the existing projects by allowing them to recover the investment via additional route - negative affect prospects and sentiments of the developers who might be particularly interested in executing new RE projects, and - greatly hinder the overall objective of installing 450GW RE projects by 2030 <p>Further, it is requested that the current developers are entering into a highly competitive RE market where viability of the project comes into question even over a slight change of any variables. Whereas</p>	<p>The bidder's request is not accepted.</p> <p>The bidder shall adhere to RfS condition.</p>

				<p>the existing projects have already taken advantage of the developing renewable segment and would have already recovered substantial portion of its investment. Hence, it would be worthwhile to provide the new projects with the option to repower after completion of the useful life, rather than to the existing projects. Hence, in view of the above we request MSEDCL to keep participation and repowering limited to new developers only.</p>	
9	RfS	Eligible Projects:- 1.3.4	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	<p>To be deleted. Project development activities are started after PPA signing and Tariff Adoption approval from MERC. Hence bidders are unable to submit schedule at this stage.</p>	<p>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.</p>

10	RfS	Minimum Capacity of Project:- 3.2.2	<p>i. Intra State Projects: Wind Power Projects having an individual size of 5 MW and above at one site with minimum bid capacity of 25 MW.</p> <p>ii. Inter State Projects: Wind Power Projects having an individual size of 50 MW and above at one site with minimum bid capacity of 50 MW.</p>	<p>i. Intra State Projects: Wind Power Projects having an individual size of 5 MW and above at one site with minimum bid capacity of 25 MW.</p> <p>ii. Inter State Projects: Wind Power Projects having an individual size of 50 MW and above at one site with minimum bid capacity of 50 MW.</p> <p>To utilize / reduce existing evacuation inventory, can they sell their balance evacuation approval to other WPD? Please confirm. Balance evacuation as on 26th NOV 2021 can sell to Other developers also.</p>	<p>Clarification:</p> <p>Please refer the clause No. 3.7 Connectivity with the Grid (iv) and (v) of RfS which are reproduced as follows:</p> <p><i>“iv. 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.</i></p> <p><i>v. However, the construction of a dedicated transmission line is not mandatory. Moreover, the sharing of dedicated line shall be at the discretion of the bidder provided there is a legally binding agreement between the bidder and the other parties sharing the dedicated line for a period not less than PPA Period and the bidder shall indemnify MSEDCL for any loss arising out of failure of such shared transmission line.”</i></p>
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11	RfS	Project Scope:- 3.3	The successful bidder shall set up Win 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.	Since the 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. May please consider / clarify accordingly.	For clarification please refer the Definition of Metering point as detailed in RfS. Clarification: It is to clarify that for existing intra state projects, the interconnection point/delivery 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 borne by the successful bidder only. Further for existing intra-state project, with connectivity at distribution substation/STU substation the loss between the project site to distribution substation / STU substation shall be borne by the bidder.
12	RfS	Connectivity with the Grid 3.7,iii)	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 the Bidder.	iii) 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 system up to the Interconnection Point shall be responsibility of the Bidder. 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).	

13	RfS	<p>Eligibility Criteria:-</p> <p>Net Worth:- 3.6.1.ii</p> <p>Instructions to Bidders for structuring of bid proposals in Response to RfS:-</p> <p>3.21.g</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.</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 at least 7 days prior to bid submission based on provisional audited accounts.</p> <p>CI 3.6.1.i states that "The Net-Worth of the Bidder for the financial year ended on 31.03.2021 or as on date at least 7 days prior to due date of bid submission ...". However it is not clear in Clause 3.6.1.ii, request to please modify the clause 3.6.1.ii.</p> <p>Further, 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 ii) 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	<p>Eligibility Criteria:-</p> <p>Liquidity:- 3.6.2. i)</p>	<p>A minimum annual turnover of Rs. 25 lakhs/MW (Rupees Twenty Five Lakhs per MW) of the quoted capacity during the financial year 2020-21.</p>	<p>A minimum annual turnover of Rs. 25 lakhs/MW (Rupees Twenty Five Lakhs per MW) of the quoted capacity during the financial year 2020-21 or at least 7 days prior to bid submission based on provisional audited accounts.</p>	<p>The bidder's request is not accepted. The bidder shall adhere to RfS condition.</p>
15	RfS	<p>Connectivity with the Grid 3.7.i)</p>	<p>i) The project should be designed for delivery of energy at CTU/STU/ DISCOM periphery as per applicable Delivery Point</p>	<p>MSETCL shall share / release latest list of Substations with Power Evacuation capacity Available (as on 26th NOV 2021*). *Currently available up to 17th FEB 2020 only, which is more than one year old status & not realistic one, to be considered for bidding.</p>	<p>Refer the tentative list available on MSETCL website.</p>
16	RfS	<p>Connectivity with the Grid 3.7.ii)</p>	<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 7 months from the date of signing of PPA.</p>	<p>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>	<p>The bidder's request is not accepted. 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. The bidder has to adhere RfS condition.</p>

17	RfS	Connectivity with the Grid 3.7.vi	The successful bidder shall not be entitled to deemed generation in case of any delay in grant of connectivity.	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. 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.	The bidder's request is not accepted. The bidder has to adhere to RfS condition.
18	RfS	Clearances required from the Central/State Government and other local bodies:- 3.8	Clearances required from the Central/State Government and other local bodies.	Clearances required from the Central/State Government and other local bodies. Wind Power developers will put their best of efforts for obtaining the Grid connectivity, Evacuation Network Drawing approvals, Inspection call etc. but sometimes MSEDCL 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.	The bidder's request is not accepted. The bidder has to adhere RfS condition.
19	RfS	Earnest Money Deposit (EMD) of Rs. 6 lakh / MW per Project:- 3.9.1		To be deleted . 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. As per recent SECI. GUVNL & NTPC bids, EMD submission is waived off. Similar changes shall be made to this tender as well. We request MSEDCL to scrap the requirement of EMD and ask participants to submit undertaking instead. This is well establish standard followed by agencies like SECI.	The bidder's request is not accepted. The bidder has to adhere to RfS provisions.
20	RfS	Performance Bank Guarantee (PBG):- 3.9.2	The bidders selected by MSEDCL, based on this RfS shall submit the Performance Bank Guarantee (PBG) of Rs. 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 8 Lakh/MW...	The bidder's request is not accepted. The bidder shall adhere to RfS condition.

21	RfS	Performance Bank Guarantee (PBG):-3.9.5An 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).....	As per the clause, an extension in time for attainment of Financial closure can be requested by WPD on payment of penalty of Rs. 10,000/- per day per MW (excluding GST). We request MSEDCL to reduce the penalty to RS. 1,000/- per day per MW (excluding GST). This will avoid unnecessary burden on WPD and it will be in line with all the central tenders which follow similar amount of penalty.	The bidder's request is not accepted. The bidder shall adhere to RfS condition.
22	Rfs	Power Purchase Agreement:- 3.11.4	Bidder shall provisionally identify the 100% (hundred per cent) land at the time of bid submission. The bidder shall 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. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or Procurer, in case of default of the Bidder. At the time of Bid submission, the Bidder shall submit following details for identification of land i. Sworn affidavit from the authorized person of the successful bidder listing the tentative details of the land and certifying total land required for the project.	Proposed to be Deleted. Submission of Sworn Affidavit at the time of submission of Bid is not feasible. Hence, we request you to delete this requirement.	The bidder's request is partially accepted. The revised clause of RfS is as follows: Bidder shall provisionally identify the 100% (hundred per cent) land at the time of bid submission. The bidder shall 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. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or Procurer, in case of default of the Bidder. At the time of Bid submission, the Bidder shall submit following details for identification of land i. Listing the tentative details of the land and total land required for the project. ii. Copy of key plan drawing showing t e n t a t i v e survey number, plot number, point of installation of wind farm with capacity

23	RfS and PPA	<p>RfS: Criteria for generation:- 3.12.1</p> <p>PPA: Criteria for generation:- 5.6.1</p>	<p>RfS Clause: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>PPA Clause: <i>The declared CUF shall in no case be less than 22% over a year for the entire PPA duration of 25 years either from the date of COD (for proposed or new projects) or from the date of execution of PPA for existing wind power projects. They shall maintain generation so as to achieve CUF in the range of ± 10 % of their declared value during the PPA duration of 25 years. The lower limit will, however, be relaxed by MSEDCL to the extent of grid non-availability for evacuation which is beyond the control of the Power producer.</i></p>	<p>Clarification sought. Kindly confirm which Clause to be followed. We request to modify the PPA clause in line to RfS clause.</p>	<p>The revised clause no. 5.6.1 of PPA is as under:-</p> <p><i>5.6.1 Criteria for generation: The power producer will declare the CUF of the wind power project at the time of PPA (Annexure A) 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 year for the entire PPA duration of 25 years either from the date of COD (for proposed or new projects) or from the date of execution of PPA for existing wind power projects. They shall maintain generation so as to achieve CUF in the range of ± 20 % of their declared value during the PPA duration of 25 years. The lower limit will, however, be relaxed by MSEDCL to the extent of grid non-availability for evacuation which is beyond the control of the Power producer.</i></p>
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24	RfS	Excess Generation:- 3.12.13	In case the availability is more than the maximum CUF specified, the 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.	3.12.3 Excess Generation: In case the availability is more than the maximum CUF specified, the 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. Is Wind Power developer free to install wind turbines as per its design of required output, including its requirement of auxiliary consumption? Please clarify.	Clarification: The wind turbines shall be installed to the extent of successful bid only. Further, the revised clause no. 3.12.3 of RfS shall be as under: In case the availability is more than the maximum CUF specified, the 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 20% of declared annual CUF , the same may be done at 75% of the PPA tariff.
25	RfS	Repowering:- 3.13	The Wind Power Generator will be free to repower the project from time to time during the PPA term of 25 years. During the repowering contract year, the bidder has to maintain generation as per committed/declared CUF range +/- 20 %) 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.	Proposed Modification - Repowering: <i>In case of extension of the term of PPA beyond 25 years</i> the Wind Power Generator will be free to repower the project from time to time after the initial PPA term of 25 years. During the repowering contract year, the bidder has to maintain generation as per committed / declared CUF range +/- 20%) 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.	The bidder's request is not accepted. Bidder has to adhere the RfS condition.
26	RfS	Generation compensation due to Backed Down:- 3.15	Due to backdown: Generation Compensation = 50% of (Average Generation during the month corresponding to the capacity backed down) x PPA tariff	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	Financial Closure or Project Financing Arrangement s:- 3.16.1	The Power Producer shall report tie-up of Financing Arrangements for the projects within seven (7) months the date of signing of PPA	We request to kindly allow financing arrangements within 12 months from the date of signing of PPA.	The bidder's request is not accepted. Bidder has to adhere the RfS condition.
28	RfS	Financial Closure or Project Financing Arrangement s:- 3.16.2. i)	The Loan Agreement between the lender and the Power Producer	The Loan Agreement/Sanction letter between the lender and the Power Producer. 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.
29	RfS	Financial Closure or Project Financing Arrangement s:-3.16.4	An extension for the attainment of the financial closure can however be considered by the 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.	As per the clause, WPD have to submit fresh PBG with same condition for extension of time for attainment of financial closure. This clause can be deleted as the clause 3.9.5 already covers the condition for extension in FC.	The bidders request is partially accepted. The revised clause no. 3.16.4 is as under:- An extension for the attainment of the financial closure can however be considered by the 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)

30	RfS	Part Commissioning:- 3.17.3	<p>i. For inter-state projects The minimum capacity for acceptance of first part commissioning shall be at least 50 MW or 50% of Contracted Capacity whichever is lower. A project capacity of 100 MW or less can be commissioned in maximum two parts. The projects with capacity more than 100 MW can be commissioned in parts of at least 50 MW each, with last part being the balance capacity.</p>	<p>i. For inter-state projects The minimum capacity for acceptance of first and subsequent part commissioning shall be at least 10 MW or 50% of Contracted Capacity whichever is lower. A project capacity of 100 MW or less can be commissioned in maximum two parts. The projects with capacity more than 100 MW can be commissioned in parts of at least 10 MW or more each, with last part being the balance capacity.</p> <p>As per MNRE letter Reference no 238/1/2017-wind-part(I) Dated 3rd June 2021, stating Part Commissioning of ISTS — connected wind power projects in lots which are not less than 10 MW</p>	<p>The bidder's request is not accepted. The bidder has to adhere to RfS provisions.</p>
31	RfS	Delay in Commissioning:-3.17.3	<p>The Project shall be commissioned by the SCOD. In case of failure to achieve this milestone, MSEDCL shall forfeit the Performance Bank Guarantee (PBG) in the following manner:</p> <p>i. Delay upto six (6) months from SCOD MSEDCL will forfeit total Performance Bank Guarantee on per day basis and in proportionate to the balance Capacity not commissioned.</p> <p>ii. In case the commissioning of the project is delayed beyond Six (6) months from the SCOD, the tariff discovered after e-Reverse Auction shall be reduced at the rate of 0.50 paise/kWh per day of delay for the delay in such remaining capacity which is not commissioned for the entire term of the PPA. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and reduction in the fixed tariff shall be</p>	<p>We request MSEDCL to suitably modify the clause and delete the condition of reduction in tariff. The condition of PBG encashment is sufficient to cover the delay penalty. PBG encashment can be considered on a pro-rata basis for 9 months instead of 6 as is being followed in the Central tenders.</p> <p>Project will become unviable in case of tariff reduction. The latest MNRE guidelines have removed such tariff reduction clause. SECI has also removed such tariff reduction clause from its tenders.</p>	<p>The bidder's request is partially accepted.</p> <p>The clause is revised as follows:</p> <p>The Project shall be commissioned by the SCOD. In case of failure to achieve this milestone, MSEDCL shall forfeit the Performance Bank Guarantee (PBG) in the following manner:</p> <p>i. Delay upto six (6) months from SCOD MSEDCL will forfeit total Performance Bank Guarantee on per day basis and in proportionate to the balance Capacity not commissioned.</p> <p>ii. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to 24 months from the date of PPA.</p> <p>iii. In case, the Commissioning of the Project is delayed beyond this period as mentioned in section (ii) above, the PPA capacity will be terminated and for part commissioned projects shall stand</p>

			<p>limited to 27 months from the date of PPA or till the Tariff becomes zero, whichever is earlier.</p> <p>iii. In case, the Commissioning of the Project is delayed beyond this period as mentioned in section (ii) above, the PPA capacity will be terminated and for part commissioned projects shall stand reduced / amended to the Capacity Commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity. In such instance, the Commercial Operation Date of the Project will be the date on which last part of the Project gets commissioned.</p>		<p>reduced / amended to the Capacity Commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity. In such instance, the Commercial Operation Date of the Project will be the date on which last part of the Project gets commissioned.</p>
32	RfS	<p>Minimum Paid up Share Capital to be held by Project Promoter:- 3.19.vi</p>	<p>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.</p>	<p>No change in the controlling shareholding of the Bidding Company shall be permitted from the date of submission of response to RfS till the execution of the PPA. 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.</p>	<p>The bidder's request is not accepted. The bidder has to adhere to RfS provisions.</p>

33	RfS	Additional proposed new clause	<p>Addition of new clause - Proposed Addition (viii) 4.4</p> <p>In case of delay in issuance of LOA beyond 30 (thirty) days after completion of Selection Process OR issuance of the order for adoption/approval of tariff by the Appropriate Commission beyond 60 (sixty) days from the date of issuance of LOA, the Successful Bidder shall be entitled to an extension of time for all the applicable timelines/ conditions subsequent of the Project along with any Costs Plus Overhead OR Successful Bidder shall be entitled to terminate the contract without any cost and equity. Further, MSEDCL shall return all the securities back to the Successful Bidder within 30 (thirty) days of such termination.</p>	<p>Given the volatility in the commodities market, it is requested MSEDCL to provide a specific timeline for the processes which are to be completed as per the prevailing rules and regulations.</p> <p>Any substantial delay results in uncertainty over finalising commercial commitments of the Project. This, in turn, results in not only distorting economies of the Project but also exposes the developer to the lack of visibility over the future investment. In this view, we request MSEDCL to give Successful Bidder a chance to claim appropriate time and cost to continue the execution of the Project and also provide an option to exit without any financial implication as proposed.</p>	The bidder's request is not accepted. The bidder has to adhere to RfS provisions.
34	PPA	Definition:- Performance Bank Guarantee	shall mean the irrevocable unconditional bank guarantee submitted by the POWER PRODUCER as per the RfS no. MSEDCL/RE/2021/300 MW/ Wind / T-37	In definition of PBG, old RfS no. is mentioned, we suggest MSEDCL to modify the clause with current RfS no.	The modified definition of Performance Bank Guarantee is as below:- Performance Bank Guarantee:- <i>shall mean the irrevocable unconditional bank guarantee submitted by the POWER PRODUCER as per the RfS no. MSEDCL/RE/2021/300 MW/ Wind / T-42 dated 26.11.2021</i>
35	PPA	Rebate:- 6.4.1	A rebate of 2% shall be payable to MSEDCL for the payments made within a period of 10 days of the presentation of hard copy of Bill along with required supporting documents at MSEDCL office.	<p>Proposed Modification</p> <p>A rebate of 1.5% shall be payable to MSEDCL for the payments made within a period of 10 days of the presentation of hard copy of Bill along with required supporting documents at MSEDCL office. Rebate in case of payments made within a period of 10 days to be kept at 1.5% instead of 2% which currently is standard rebate applicable as per MOP notification date 1- Mar-21.</p>	The bidder's request is not accepted. The bidder shall adhere to RfS condition.

36	PPA	Article 9	<p>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 of the last part capacity or Scheduled Commissioning Date/extended Scheduled Commissioning Date, whichever is earlier), 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. Compensation payment on account of such „Change in Law“ shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.</p> <p>9.2.2 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.</p>	<p>It is requested to amend the Change in Law Clause in accordance with MOP guidelines issued on 22nd October 2021 referred as “Change in Law Rules 2021” SECI has also amended the Change in Law Clauses in all its ongoing tenders as per the MOP guidelines.</p>	<p><i>The bidder's request is accepted.</i></p> <p><i>The change in law clause is revised and attached as Annexure-1.</i></p>
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37	PPA	Termination for POWER PRODUCER s Default:- 10.4.1	Termination for POWER PRODUCER s Default: 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 %.	To be deleted. 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. 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. 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.	The bidder's request is not accepted. The bidder shall adhere to RfS condition.
38	PPA	Additional clause	Proposed addition - 3.1 xvii) <i>Delay in Commissioning on Account of Delay in LTA Operationalization</i> Long Term Access (LTA) shall be required to be submitted by the SUCCESFUL BIDDER prior to commissioning of the Project. Subsequent to grant of connectivity, in case there is a delay in grant /operationalization of LTA by the STU/CTU and/or there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS/MSETCL network until SCD of the Project, and it is established that: i. The SUCCESFUL BIDDER has complied with the complete application formalities, ii. The SUCCESFUL BIDDER has adhered to the applicable Procedure in this regard as notified	Delay in LTA operationalization & readiness of power evacuation and transmission infrastructure is beyond the reasonable control of the Successful Bidder. Therefore, in this respect the bidder should not be held responsible for the delay solely caused due to it.	The bidder's request is not accepted. The bidder has to adhere to RfS provisions.

			<i>by the CERC/CTU/STU and</i>		
39	PPA	ARTICLE 7: METERING AND COMMUNIC ATION	<p>7.1 Reading and Correction of Meters</p> <p>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. MSETCL/STU/MSEDCL shall stipulate specifications in this regard.</p>	Whether ABT complaint meter shall be of 10 Mins or 5mins. Further, at WTG, there shall be a multifunction meter in panel. However at 33kV level at WTG, metering arrangement shall be as per MSEDCL requirements. Please consider & clarify.	<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>

Annexure-1

Article 9:

“9.1 Definitions: *In this Article 9, the following terms shall have the following meanings:*

9.1.1 “Change in law” means occurrence of any of the following events after the last date of bid submission including any enactment or amendment or repeal of any law, leading to corresponding changes in the cost requiring change in tariff, and includes –

- i. a change in interpretation of any law by a competent court or*
- ii. a change in any domestic tax, including duty, levy, cess, charge or surcharge by the Central Government, State Government or Union territory administration leading to corresponding changes in the cost,*
- iii. a change in any condition of an approval or license obtained or to be obtained for purchase, supply or transmission of electricity, unless specifically excluded in the agreement for the purchase, supply or transmission of electricity, which results in any change in the cost, but does not include*
 - A. Any change in any withholding tax on income or dividends distributed to the shareholders of the generating company or transmission licensee; or*
 - B. change in respect of deviation settlement charges or frequency intervals by an Appropriate Commission.*

9.1.2 The term “law” in this Article includes any Act, Ordinance, order, bye-law, rule, regulation, notification, for the time being in force, in the territory of India.

9.2. Relief for Change in Law

9.2.1 On the occurrence of a change in law, the monthly tariff or charges shall be adjusted and be recovered in accordance with these rules to compensate the affected party so as to restore such affected party to the same economic position as if such change in law had not occurred.

9.2.2 For the purposes of 9.2.1 above, the affected party, which intends to adjust and recover the costs due to change in law, shall give a 21 days’ prior notice to the other party about the proposed impact in the tariff or charges, positive or negative, to be recovered from such other party.

9.2.3 The affected party shall furnish to the other party, the computation of impact in tariff or charges to be adjusted and recovered, within thirty days of the occurrence of the change in law or on the expiry of 21days from the date of the notice referred to in 9.2.2 above, whichever is later, and the recovery of the proposed impact in tariff or charges shall start from the next billing cycle of the tariff.

9.2.4 The impact of change in law to be adjusted and recovered may be computed as one time or monthly charges or per unit basis or a combination thereof and shall be recovered in the monthly bill as the part of tariff.

9.2.5 The amount of the impact of change in law to be adjusted and recovered, shall be calculated in accordance with the formula given here under to calculate adjustment in the monthly tariff due to impact of change in law, which is non-recurring in nature.

Let financial impact of change in law = **P**;

then the modification in the monthly tariff (**MT**) for compensating the financial impact is given by—

$$\mathbf{MT=Y/X}$$

where **X** = estimated monthly electricity generation (in kWh) = (1/12) [contracted capacity of the power plant as per the Agreement (in MW) × Capacity Utilisation Factor (CUF) as per the Agreement (in %) × 8760 hours × 10];

$$\text{and } \mathbf{Y= [(P \times M_r)(1+M_r)^n] \div [(1+M_r)^n - 1] ;}$$

where,—

n = No. of months over which the financial impact has to be paid (subject to a maximum of 180 months in case of the non-recurring fixed amount but in case of recurring impact it will be till the impact persists); and

$$\mathbf{M_r= \text{monthly rate of interest} = R/(12 \times 100) ;}$$

where **R** = annual rate of interest on loan component (in %) as considered by the Maharashtra Electricity Regulatory Commission in its Order for Tariff determination from Conventional or Renewable Energy Sources (whichever is applicable) for the year in which the project is commissioned. In absence of relevant Orders of the Maharashtra Electricity Regulatory Commission for the concerned year, the interest rate shall be average interest rate plus 200 basis points above the average State Bank of India Marginal Cost of Funds based leading rate, of one year tenor, prevalent during the last available six months for such period.

Further, generating company or intermediary procurer or the trading licensee shall true up the MT annually based on actual generation of the year so as to ensure that the payment to the affected party is capped at the yearly annuity amount.”

Any such change, shall be considered upto three digits after the decimal point, and remaining digits, if any, shall be ignored.

9.2.6 The recovery of the impacted amount, in case of the fixed amount shall be,

- a. In case of generation project, within a period of one-hundred eighty months; or
- b. In case of recurring impact, until the impact persists.

9.2.7 The Appropriate Commission shall verify the calculation and adjust the amount of the impact in the monthly tariff or charges within sixty days from the date of receipt of the relevant documents under clause 9.3.1.

9.2.8 After the adjustment of the amount of the impact in the monthly tariff or charges under clause 9.2.7, the Power Producer, as the case may be, shall adjust the monthly tariff or charges annually based on actual amount recovered, to ensure that the payment to the affected party is not more than the yearly annuity amount.

9.2.9 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 of the last part capacity or Scheduled Commissioning Date/extended Scheduled Commissioning Date, whichever is earlier), 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. Compensation payment on account of such „Change in Law“ shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.

9.3 Notification of Change in Law

9.3.1 If the Seller is affected by a Change in Law in accordance with Article 9.1 and wishes to claim change in Law under this Article, it shall give notice to MSEDCL of such Change in Law within 7 days after becoming aware of the same or should reasonably have known of the Change in Law.

9.3.2 Notwithstanding Article 9.3.1, the Wind Power Developer shall be obliged to serve a notice to MSEDCL if it is beneficially affected by a Change in Law. Without prejudice to the factor of materiality or other provisions contained in this Agreement, the obligation to inform the Procurer contained herein shall be material. Provided that in case MSEDCL has not provided such notice, the Wind Power Developer shall have the right to issue such notice to MSEDCL.

9.3.3 Any notice served pursuant to this Article 9.3.2 shall provide, amongst other thing, precise details of:

- a) The Change in Law: and*
- b) The effect on MSEDCL of the matters referred to in Article 9.2”*