

REPLY TO PRE-BID QUERIES FOR RfS No. MSEDCL/RE/ Wind/342 MW/T-41 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 Date : 16.12.2021 Time : 16:00 Hrs	Request to extend the bid submission timeline by at least 15 days	The bidder's request is accepted and the same is revised as under: Last date & Time for a) Online Submission of Response to RfS and Date : 30.12.2021 Time : 16:00 Hrs
2	RfS	Bid Information Sheet	Ceiling Tariff: INR 2.65/unit	Request to increase the ceiling tariff as Rs. 3.12 per unit as per recent trends of Wind Tender in Maharashtra and also to make it cost reflective as majority of the projects are yet to fully depreciate and recover their investment.	The bidder's request is not accepted. The bidder shall adhere to RfS condition.
3	RfS	Bid Information Sheet	EMD: Earnest Money @ 1 lakh /MW/Project to be submitted in the form of Bank Guarantee along with the Response to RfS.	Request to remove the requirement of EMD as per notification issued by Department of Expenditure-Procurement Policy Division under Ministry of Finance, Government of India. As per said notification, there is no bid security required for participation in tenders	The bidder's request is not accepted. The bidder shall adhere to RfS condition.
4	RfS	Details of Power Procurement: 1.2	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 31.12.2022.	Under clause 1.3. ELIGIBLE PROJECTS, the intra – state projects which are already supplying power to MSEDCL or any other Discom under Long term EPA (FIT), who's such EPAs has already been expired or due to expire on or before 31.12.2022 are eligible for the bid submission. Kindly make required amendments in the clause 1.2.	The bidder's request is accepted. The modified clause No. 1.2 of RfS is as under:- The intra – state projects which are already supplying power to MSEDCL or any other Discom under Long term EPA (FIT), who's such EPAs has already been expired or due to expire on or before 31.03.2023. Accordingly, RfS clause nos. 3.3 (Project Scope), 3.6 (Eligibility Criteria) shall be modified as above with respect to expiry of EPAs/STPPA on or before 31.03.2023.

5	RfS	Definition	Effective Date” shall mean date of execution of new PPA or date of expiry of FIT EPA or existing Short term PPA or existing Open Access contract whichever is later.	Our existing PPA with MSEDCL expires on 31.3.2022. If we emerge a successful bidder and internal approval from MSEDCL takes times (beyond 31.3.2022) then will the PPA date be considered as 01.4.2022 or actual date of PPA signing?	Clarification: If the bidder’s existing PPA expires on 31.03.2022, the effective date of PPA will be 12 years from 01.04.2022 or date of signing of PPA whichever is later. The PPA shall be executed subject to approval of MERC.
6	RfS	Definitions	“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 upto 31.12.2022, 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.;	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 PPA for long term and also protect projects from becoming idle and under stress.	The bidder’s request is accepted. The modified definition in 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 or any other Discom which has already expired or is going to be expired upto 31.03.2023, 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.;
7	RfS	Definitions	“Group Company” of a Company means 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	Request to remove this provision from the tender as in current market multiple private equity investors, corporation and utilities buy stake in multiple companies 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	The bidder’s request is not accepted. The bidder shall adhere to RfS condition.

8	RfS	Definition	Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, any mutual fund, pension funds and sovereign funds, shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.	Expand the proviso to include “private equity funds” since the nature of business of private equity a fund which are managed by investment managers, is no different from that of mutual funds or foreign institutional investors.	The bidder’s request is not accepted. The bidder shall adhere to RfS condition.
9	RfS	3.5. Qualification Requirements	2. 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 upto 31.12.2022, as applicable.	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 PPA for long term and also protect projects from becoming idle and under stress.	The Bidder’s request is accepted. The modified 3.5 2) is as under: 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 or any other Discom which has already expired or is going to be expired upto 31.03.2023, as applicable.
10	RfS	Connectivity with the Grid 3.7.3	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.	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.	Clarification: 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.

11	RfS	Minimum Paid up Share Capital to be held by Project Promoter: 3.16	Minimum Paid up Share Capital to be held by Project Promoter: a) The Bidder developing the project shall provide complete information in their bid in reference to RfS about the Owners or Promoters or Proprietor or Members of the Co-Operative Society and their shareholding in the Bidding Entity indicating the controlling shareholding before signing of PPA with MSEDCL.	To delete clause. We would like to highlight that the standard provision of lock-in period is relevant for green field project and may not be relevant for operational project. Under those tenders, projects are to be setup and operationalized by the bidder and has inherent risks of plant non-performance. To safeguard the interest of procurer, the bidder is bound to maintain its shareholding in the project company so that the project meets required quality standard, achieves commissioning as per PPA timelines and shall be able to generate at least the minimum energy requirement under per PPA.	The bidder's request is not accepted. The bidder shall adhere to RfS condition.
12	PPA	Due Date of Payment:- 1.1 and 6.2	"Due Date of Payment" in respect of a Tariff Invoice means the date, which is 45 (forty five) days from the date of receipt of such invoices by the designated official of the MSEDCL.	Request you to reduce the due date up to 30 days from issuance of monthly bill as this will reduce the requirement of working capital and help in quoting a competitive bid in the tender	The bidder's request is accepted. The due date of payment stands revised as follows: "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.
13	PPA	1.1	"Effective Date" shall mean from the date of execution of this PPA or from the date of expiry of Energy Purchase Agreement / existing PPA for existing wind power projects;	As power supply will be provided to MSEDCL once old PPA is expired and new PPA will be signed. Effective Date would be after both the above milestone achieved.	The Bidder's request is accepted. The modified definition is as under: "Effective Date" shall mean from the date of execution of this PPA or from the date of expiry of Energy Purchase Agreement / existing PPA for existing wind power projects whichever is later;
14	PPA	1.1	"Government Instrumentality" means the GoI, the GOM and their ministries, inspectorate, departments, agencies, bodies, authorities, legislative bodies.	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.

15	PPA	5.4. Generation Compensation in offtake constraint due to transmission unavailability.	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.	Request appropriate revision of the clause as the current method of calculating Generation Compensation provides for nil compensation, as it is very unlikely that the plant designed for a certain CUF is able to generate more than 110% of the CUF in the next 3 years.	The bidder's request is not accepted. The bidder shall adhere to RfS condition.
16	PPA	Rebate: 6.4	<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>	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 partially accepted. The relevant clause stands revised as follows:</p> <p>A rebate of 1% shall be payable to MSEDCL for the payments made within a period of 7 days of the presentation of Bill along with required supporting documents to MSEDCL office.</p>