

Replies to Queries of 1400 MW Solar Power Tender discussed during Pre-Bid Meeting on 9th Oct 2018

S. No.	Clause No.	Existing Clause	Bidder's Query	MSEDCL Reply
1.	PPA- Article 9	CHANGE IN LAW	Please include occurrence of following event under Change in law Enactment of new law, taxes, duties etc	The request is not accepted. The existing clause is self-explanatory & will take care of the said occurrences.
2.	Bid Information Sheet	Ceiling Tariff - Rs. 3.10 per unit	Request you to increase the Ceiling Tariff to Rs. 3.50 per unit as the cost of the Project will be high due to imposition of Safeguard duty and smaller Project sizes.	The request is not accepted.
			As per MoF notification dated 30th July 2018 20% safe guard duty will be applicable for period 30 July 2019 to 29 January 2020. Further Dollar rates has appreciated above 72 Rupee per USD. Hence, kindly consider raising of ceiling tariff to Rs. 3.50 per unit.	
			Remove benchmark tariff for bidding as Ministry of Finance (MoF) has notified Safeguard Duty on import Solar Cells and Modules: we request you to remove upper cap on tariff to be quoted by bidders for bidding in this tender.	
3.		Late date and Time for: b) All documents as per section 3.21A physically at MSEDCL office, Mumbai.	As there are multiple bids which are to be submitted, please consider at least 2 days-time for the physical submission to avoid rush and any potential compilation errors by the bidders.	The request is not accepted. It is expected that the BID shall be submitted on or before bids submission date
4.		Technical Bid opening	Technical bid opening date mentioned is 17.10.2018 please confirm.	The technical Bid opening date will be updated on TCIL portal as the bid submission date is being extended.

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5.	Section 2 of RfS Definitions & 3.11	"Effective Date" shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties;	<p>Suggestion: The definition of "Effective Date" to be changed to the date of approval of PPA by Commission.</p> <p>Rationale: As the PPAs without Commission's approval have a risk of become null and void and may even lead to PPA termination in future. Considering above, investing into project before PPA approval may not only risk overall investment of developer but also bankers may seek a higher interest rate for such PPAs leading to a higher project tariff which is against the benefit of MSEDCL and public at large.</p> <p>The PPA shall be signed within 1 month from the date of issue of Letter of Award (LoA).</p> <p>Please clarify the timelines for placement of LOA, MERC approval and PPA</p>	<p>The PPA will be signed only after the adoption of the tariff by the Hon'ble Commission. LOA will be placed within 7 working days from the date of MERC Order.</p> <p>As specified in the clause 3.11 of RfS document, the PPA shall be signed within 1 month from the date of issue of Letter of Award (LoA).</p>
6.	Definitions of RFS	"Interconnection Point" shall mean the point(s) of connection(s) at which the project is connected to the grid i.e. it shall be at 11 / 22kV bus bar level of substation of MSEDCL.	<p>1) Please confirm whether projects ranging from 2 MW to 10MW shall be individually connected at 11/22 kV substation of MSEDCL.</p> <p>2) Please confirm pooling of two different project sites with cumulative power of less than or equal to 10MW can be connected to single substation.</p>	<p>Yes. Projects ranging from 2 MW to 10MW shall be individually connected at 11/22 kV level of MSEDCL substation.</p> <p>Yes. The pooling of two different project sites with cumulative power of less than or equal to 10MW can be connected to single substation. But the generators shall be responsible to submit the bifurcation</p>

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				(break-up) of the metered generation for billing purpose. The arrangement of pooling shall be the sole discretionary of the bidders and MSEDCL shall not be liable for the same.
7.	Definitions of RFS	"Metering Point" Metering shall be at 11 / 22 kV level substation of MSEDCL.	Please confirm Scope of bay construction with Metering facility is in the Scope of Developer.	The bay construction alongwith metering at MSEDCL's substation and evacuation line is in the scope of the Bidder.
8.		"Voltage of Delivery" means the voltage at which the Electricity generated by the Project is required to be delivered at 11 / 22 kV level substation of MSEDCL.	Please confirm proposed solar plant shall be connected at 11kV feeder of 11/22kV Substation only.	The Solar power plant shall be connected at 11 KV or 22 KV bus in MSEDCL substation only and shall not be connected to existing feeder.
9.		SCOD: Shall mean the date as declared by the successful bidder in the PPA shall not exceed 13 (Thirteen) months from the date of the execution of PPA.	The developers of solar PV projects have been facing huge challenges in the state of Maharashtra in relation to the land acquisition process by way of cost of land, time required in land acquisition, obtaining ROW for transmission etc. As it can be appreciated the 13 months period provided in the standard bid document is insufficient primary due to the process time of the land acquisition. Therefore we request MSEDCL to consider 18 months for SCOD instead of 12 months. We wish to convey that the proposed 18 months is still less than the standard time of 21 months considered by MNRE and SECI in the standard bid documents for solar PV projects. It is also pertinent to note that the recent bids of 500	The Request is not accepted. As the individual capacities of the projects are very small, the SCOD is kept 13 months and can be achievable. The bidder has to consider the Safeguard duty impact accordingly while quoting the tariff rate.

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			MW invited by Gujarat UrjaVikas Nigam Ltd (Refer clause 3.10.b.i of RFS no. GUVNL / 500 MW / Solar (Phase II-R) dated 28.06.2018) and 750 MW SECI Rajasthan bid (Refer clause 15 (v) of RFS No. SECI/C&P/SPD/ RFS/ RJ/ 082018 Dated: 03.08.2018) also set precedence of providing at least 12 months from PPA signing for completing the land acquisition and minimum of 21 months from PPA signing for completion of the Projects. Relevant extracts of the pages of both these bids enclosed as Annexure 1 and 2 to this letter. As known to the utility, the Ministry of Finance has notified imposition of Safeguard Duty ("SGD") for a period of 24 months effective from July 30, 2018. The SGD shall be 25% on the Solar Cells/ panels till Jul 29, 2019 and thereafter gets reduced to 20%. Also the proposed 18 months would help the utility potentially to discover the lower tariff as the panels would attract a lower slab of SGD if procured post July 2019.	
10.	2.1 Definitions,	Capacity Utilisation Factor (CUF)	Please provide formula for CUF calculation.	It is as per CERC Regulations as defined in RFS document.
11.	Metering Point	"Metering Point" Metering shall be at 11 / 22 kV level substation of MSEDCL.	Request MSEDCL to also consider connectivity at 33 kV level.	The request is not accepted.

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12.	Project Capacity	Minimum individual project capacity to be developed per District/Circle shall be 2 MW; ii. Maximum individual project capacity to be developed per District/Circle shall be 10 MW;	Request MSEDCL to increase the minimum individual project capacity to 5 MW and maximum to 20 MW.	The request is not accepted.
13.	Injection Point		Can a Project have multiple Interconnection Point or Project must have only one Interconnection Point? In case later Bidder wish to divide a Project of 10 MW (allocated capacity) into 2 unit of 5 MW each into two separate location, whether it will be allowed.	The project shall have single inter-connection point for each location. Yes. Bidder will be allowed to divide a Project of 10 MW (allocated capacity) into 2 unit of 5 MW each into two separate locations later on, subject to allocation based on substation capacity.
14.	Sec 1, Clause 1.2.3 of RfS	In case of import of energy during a month, the successful bidder shall be required to make payment to MSEDCL at prevailing HT Industrial Tariff rate as determined by MERC from time to time.	Energy to the Successful bidder shall be provided at the Tariff rate at which the Capacity is won.	Request is not accepted.
15.	3.11 - 1 of RfS	The PPA shall be signed within 1 month from the date of issue of Letter of Award (LoA).	Please confirm separate PPAs shall be signed as per project location.	Separate Agreement shall be entered by MSEDCL for each Project.
16.	Sec 3, Clause 3.13 of RfS	The Solar Power Generator shall report tie-up of Financing Arrangements for the projects within 7 months from the date of signing of PPA.	Please amend this clause in line with the latest MoP bidding guidelines to provide 12 months for the Financial Closure from the date of signing of PPA. This is in accordance with Amendment to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power	The extension for attainment of financial closure in genuine cases only can be provided by MSEDCL on request by the bidders subject to the provisions of the RfS given that the SCOD shall not be affected. Being small capacity project of 2-10 MW,

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			from Grid Connected Solar PV Power Project, which is stated as under: "The Solar Power Generator shall attain the financial closure in terms of the PPA, within 12 (twelve) months from the date of execution of the Power Purchase Agreement."	the period of financial closure is sufficient.
17.	Page No 25, Clause No 3.13.b	Financial Closure or Project Financing Arrangements: Evidence of clear possession of required land along with the following documentary evidences	As the projects are spread across the state over 30 tenders it involves time for us to assess land availability and the techno commercial feasibility / viability to the nearest substation. Also, as the deadlines for all 30 tenders are on the same date and it becomes very difficult to submit multiple tenders on the same date. We therefore request you to 1) Extend the bid deadlines by atleast 15 days to complete the assessment of the sites and feasibility. 2) Spread the bid submission to multiple days to avoid rush.	The bid submission date is being extended to 01.11.2018.
18.	Sec 3, Clause 3.14 of RfS	The Projects shall be commissioned within a period of 13 (thirteen) months from the date of execution of the PPA	Please amend this clause in line with the latest MoP bidding guidelines to provide 21 months for the Commissioning from the date of execution of PPA. This is in accordance with Amendment to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Project, which is stated as under: "The Projects shall be commissioned within a period of 21 (twenty one) months from	As the project size is 2 to 10 MW only i.e small capacities and connectivity on 11 kV or 22 kV, the project can be commissioned within a period of 13 (Thirteen) months. The period of Commissioning of the project is sufficient.

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			the date of execution of the PPA."	
19.	3.2.2, Page No.17	Maximum individual project capacity to be developed per District/Circle shall be 10 MW	Remove maximum 10 MW bid limit on solar power project. Can a bidder bid for more than 10 MW per District/Circle?	The Maximum individual project capacity is 10 MW. However, the District/Circle wise Cumulative capacity to be installed is 50 MW for 26 Districts/Circles (Load >100 MW) and 25 MW for remaining 4 Districts/Circles (Load between 50 to 100 MW).
20.	Page No 18, Clause No 3.2, Point No 3.	The Bidder shall identify 100% land required for the project at the time of submission of bid in Format 6.1. However, the Bidder shall be allowed to change the location of the project within the same District only once till the time of achievement of Financial Closure i.e. within 7 months from the date of signing of PPA.	In line with the above proposition, we request you to consider amending the clause as "The bidder shall identify and demonstrate 100% of land identified for the project before execution of Power Purchase Agreement and complete the entire land acquisition/ lease/ forest land diversion/ a combination thereof within 12 months from the Effective Date of the PPA".	The request is not accepted. The bidder has to adhere with the conditions of Rfs. The bidder shall complete the entire land acquisition/ lease/ forest land diversion/ a combination thereof within 7 months from the Effective Date of the PPA i.e. till the time of financial closure.
21.	Sec 3, Clause 3.3 of RfS	However the Bidder shall be allowed to change the location of the project within the same District only once till the time of achievement of Financial Closure i.e. within 7 months from the date of signing of PPA.	Request you to remove the restriction of change in the location of project within the same District as there might be issues of unavailability of land.	Separate tender is floated for each district. Selection of project through reverse bidding will be done for each district/tender. Hence the request cannot be accepted.
22.	Point 4 of clause 3.4 of RfS	In case the bidder wishes to set up a project at more than one location, then they would need to be physically identifiable with separate boundary wall, separate inter-connection points and metering	Please clarify following: 1. Can a bidder quote different tariffs for let say 5 different project each having separate interconnection point across one District or it is mandatory to quote only one tariff for all projects in a District.	Each project shall have different metering & separate PPA and therefore bidder has a option to have different Tariff rates.

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		arrangement.	2. Can a bidder consider pooling arrangement for power evacuation for two separate project adjacent to each other physically identifiable have separate metering arrangement. If yes, both of the projects will have one interconnection point at MSEDCL S/s. Clause need to be modified accordingly.	
23.	Point 2 of clause 3.4 of RfS	A Bidder including its Parent, Ultimate Parent, Affiliate, / Group Company (ies) or any other Group Entity (ies) either bidding as Single Bidder or as a Consortium can submit only one (1) Bid for (1) one District/Circle. Submitting multiple bids from same company including its Parent/ Ultimate Parent /Affiliates /Group Companies shall make all the bids submitted by the group invalid		The clause shall be amended as below. A Bidder including its Parent, Ultimate Parent, Affiliate, / Group Company (ies) or any other Group Entity (ies) either bidding as Single Bidder or as a Consortium can submit multiple Bids for different multiple locations within a District/Circle.
24.	3.4.4 Eligibility for Project capacity allocation. Page No 18	In case the bidder wishes to set up a project at more than one locations, then they would need to be physically identifiable with separate boundary wall, separate inter-connection points and metering arrangement.	Can we use common switchyard location for power evacuation of more than one projects?	Yes, but by abiding to other terms and conditions. i.e. max 10 MW Project capacity& connected at 11 kV/22 kV. Common switchyard for power evacuation of more than one projects at the same location can be allowed for the same bidder. The arrangement to share the common switchyard will be a sole discretionary of

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				the bidders and MSEDCL shall not be liable for any action.
25.	Clause No. 6	Net worth and Liquidity	Proprietor Eligible in terms of Net-worth and liquidity has 99.99% shares in another company. Whether the consortium of two will be eligible for the bidding.	No. Only Bidding Company/ Bidding Consortium is eligible for submitting the bid.
26.	Page No. 20. Clause No. 3.6.2. i.	Liquidity: i. A minimum annual turnover of Rs. 25 lakhs/MW of the quoted capacity during the previous financial year 2017-18. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.	We request you to please clarify whether annual turnover of Rs. 25 lakhs/MW would be eligible for individual tender or can be used for multiple tenders on individual basis, for e.g., If a bidder has an annual turnover of Rs. 2.5 Crores will it be eligible for ~10 MW in a tender. Please confirm if the bidder can it use this annual turnover of Rs. 2.5 Crores for participation in multiple tenders (say 10 tenders) and quote for a capacity of 10MW in each tender i.e. Totalling to 100 MW.	Annual turnover of Rs. 25 lakhs/MW would be eligible for cumulative capacity bid by bidders for all tenders.
27.	Page No. 20. Clause No. 3.6.2. ii.	Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of Rs. 10 Lakhs/MW of the quoted capacity, as on the last date of previous financial year, 2017-18.	We request you to please clarify whether PBDIT of Rs. 10 lakhs/MW would be eligible for individual tender or can be used for multiple tenders on individual basis, for e.g., If a bidder has an PBDIT of Rs. 1.0 Crores will it be eligible for ~10 MW in a tender. Please confirm if the bidder can it use this PBDIT of Rs. 1.0 Crores for participation in multiple tenders (say 10 tenders) and quote for a capacity of 10MW in each tender i.e. Totalling to 100 MW.	PBDIT of Rs. 10 Lakhs/MW shall be applicable for the cumulative capacities bid by bidders for all tenders.
28.	Page No. 20. Clause No. 3.6.2. iii.	In-principle sanction letter from the lending institutions/banks of the Bidder, committing a Line of	We request you to please clarify whether In-principle sanction letter from the lending institution/banks of the Bidder committing	Line of Credit of Rs. 10 Lakhs/MW shall be applicable for the cumulative capacities of the all tenders of same bidders.

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		Credit for a minimum amount of Rs. 12.5 Lakhs/MW of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder	a Line of Credit of Rs. 12.5 lakhs/MW would be eligible for individual tender or can be used for multiple tenders on individual basis, for e.g If a bidder has an In-principle sanction letter from the lending institution/banks of the Bidder committing a Line of Credit of Rs. 1.25 Crores will it be eligible for ~10 MW in a tender. Please confirm if the bidder can it use this In-principle sanction letter from the lending institution/banks of the Bidder committing a Line of Credit of Rs. 1.25 Crores for participation in multiple tenders (say 10 tenders) and quote for a capacity of 10MW in each tender i.e. Totalling to 100 MW.	
29.	RFS Clause	Financial Closure	Please clarify: Financial Closure can be achieved through internal resources (Parent / Affiliates of bidding company)?	Yes, but certificate from C.A. is required from the bidder accordingly.
30.	3.7 Connectivity with the Grid. Page No 21.	The project should be designed for delivery of energy at 11 / 22 kV level of substation of MSEDCL	If a bidder is allowed to install 50 or 100 MW project at single location by MSEDCL, then this said project shall be connected to grid at 132 kV or above level. So we kindly request MSEDCL to revise the clause subsequently.	Request is not accepted.
31.	3.7.1	The project should be designed for delivery of energy at 11 / 22 kV level of substation of MSEDCL.	Can we install 11 kV Single Circuit line for 10 MW plant. Please clarify quantum of power that can run on 11 kV and 22 kV transmission lines. Rationale: Adequacy of transmission lines should be based on standard construction guidelines	The generator should adopt the available standard technical specifications for transmission of power from its project to substation.

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			of transmission lines specified by MSEDCL	
32.	3.7.2	The responsibility of getting the grid connectivity with MSEDCL shall entirely be of the successful bidder.	<p>It is requested to MSEDCL for enlisting the Substations with available capacities.</p> <p>Rationale: List provide by MSEDCL on Substation with available capacity will greatly help the Bidders and give comfort for lesser risk to be loaded on tariff. List provide by MSEDCL on Substation with available capacity will greatly help the Bidders and give comfort for lesser risk to be loaded on tariff.</p>	MSEDCL has already uploaded tentative list of Substations with available capacities on TCIL portal and MSEDCL Website.
33.	3.7.4	The arrangement of connectivity can be made by the successful bidder through a dedicated line or sharing of a line..... between the bidder and the other parties sharing the same line for a period not less than 25 years and the bidder shall indemnify MSEDCL for any loss arising out of failure of such shared line.	<p>Please clarify whether sharing can be done with same Bidder for different projects.</p> <p>Suppose a single Bidder win two projects of 10 MW each and the projects are located adjacently. Can the two projects of same Bidder share same transmission line? Please clarify.</p>	<p>Yes, but by abiding to maximum capacity of 10 MW per Sub-station and capacity availability at Sub-station.</p> <p>Also, the arrangement to sharing of connectivity will be a sole discretionary of the bidders and MSEDCL shall not be liable for any action. The generators shall be responsible to submit the bifurcation (break-up) of the metered generation for billing purpose</p>
34.	3.7.5	The successful bidder shall not be entitled to deemed generation in case of any delay in grant of connectivity.	Request to modify the said clause as below: "The successful bidder shall not be entitled to deemed generation in case of any delay in grant of connectivity. However, the successful bidder will be entitled for deemed generation during reduction in declared CUF due to back-down by MSEDCL for reasons beyond control of bidder.	The clause is line with the MoP Guideline for Solar Power.

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			<p>The Bidder should not get penalized due to back-down by MSEDCL substation for No Load requirement on AG Feeder.</p> <p>Since these projects are envisaged for agricultural load, please confirm that these projects will get Must Run Status and Projects will get deemed generation on any back-down by MSEDCL substation.</p>	
35.	Page NO 22, Clause No 3.9.i Earnest Money Deposit (EMD) & 3.9.ii Performance bank Guarantee (PBG)	<p>I Earnest Money Deposit (EMD): of INR 8 Lakh/MW per project in the form of bank Guarantee along with RFS according to Format 6.3 A and valid for 6 months from the last date of bid submission and shall be submitted by the bidder along with their bid failing which the bid shall be summarily rejected.</p> <p>Performance bank Guarantee (PBG) :The bidders selected by MSEDCL, based on this RFS shall submit the PBG of RS 20 lakh/MW , 2 days prior to signing of PFA , according to the format 6.3b , issued in favour of MSEDCL with the validity period 7 months from scheduled commercial operation date.</p>	<p>As you may be aware, the liquidity availability in the market with banks and financial institutions has turned very tight for issuing EMD / Performance security/BG's or such other security. The process of issuing such securities for special purpose vehicles that are relatively new entities is also getting tough. While we are keen to pursue the opportunity and submit the bids for upto 350 MW, the EMD at Rs 8 lakh/MW/ project or PBG at Rs 10 lakhs/MW/project is significantly high. We therefore request you to take into consideration the overall scenario of the economic and reduce EMD requirement to Rs 5 lakh/MW/project and PBG Rs 10/MW/project.</p>	Request is not accepted.
36.	3.12.4 Repowering, Page No 25	Solar Power Generator shall be allowed for the repowering once for a maximum period of six (6)	We request MSEDCL to allow Solar Power Generator will be free to reconfigure and repower the project from time to time	Generator can go for repowering for multiple time but upto maximum 6 months during the entire PPA Period on cumulative

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		months during the entire PPA term of 25 years.	during the PPA duration.	basis.
37.	Sec 3, Clause 4.3 -3 of RfS and beyond 50 MW (AC) or 25 MW(AC) up to a maximum of 100 MW per District/Circle subject to MSEDCL"s discretion.	Please clarify how the additional capacity of beyond 50 MW or 25 MW upto 100 MW shall be allocated. Please confirm only Successful bidders shall be considered for allocation as only Successful bidders will have the capability to execute this additional capacity at aggressive tariff.	The additional capacity of beyond 50 MW or 25 MW upto 100 MW shall be allocated depending on the tariff discovered in the bidding process and AG Load, etc. The bidder can bid for entire 100 MW capacity, however the bidder can participate in reverse bidding for 50 MW. Additional 50 MW will be at MSEDCL's sole discretion.
38.	Sec 5 , 5.1(a) of RfS	Have SCADA installation/ any other continuouscommunication facility for transferring the data of Solar Energy generated from his switchyard / MSEDCL Substation to the State Grid"s Sub-Station /Control room;	1) Please confirm SCADA communication point for proposed solar project shall be at inter-connection point i.e. GSS 11/22 KV only? 2) Please provide minimum capacity for data communication to SLDC as the projects will be distributed.	SCADA communication shall be as per MERC Regulations/ CERC Regulations & their amendments time to time.
39.	Format 6.4	Board Resolution	Please consider standard/general format of board resolution for authorization for participating in tenders as board meeting are held quarterly or half yearly and it is very difficult to get board approvals for each specific tender.	Board Resolution is must for the authorisation in the format provided in the bidding documents.
40.	4.1.7 of PPA	Early commissioning: The early commissioning of solar power Generator is permitted for full commissioning as well as part commissioning prior to 3 months before SCOD.	Clause need to be modified as instead of prior to 3 month it should be within 3 months before SCOD.	Original clause will prevail.

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41.	5.6 of PPA Generation Compensation in offtake constraint due to transmission	The excess generation by the Solar Power Generator equal to this generation loss shall be procured by the Procurer at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.	Is not an effective mitigation as Developer will not be able to generate any excess generation in any Contract Year hence request MSEDCL to consider the Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of State Energy Accounts (SEA) or any other relevant documents certified by MSEDCL/SLDC.	The reply of this query will be uploaded shortly.
42.	Clause 6.5-1 of PPA	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.	The costs for maintenance of Letter of Credit should be borne by MSEDCL.	The request is not accepted and Original clause will prevail.
43.	Misc.		We request you to please clarify if we can bid for the all the tenders separately with the same company/Bidder or is there any limit for the same, also if you could please clarify/confirm that there shall be no issues in uploading our bid for multiple RFS on the online portal (www.tcil-india-electronictender.com) if we are using the same company/Bidding Company. More so if the deadline for all the tenders are following the same day.	A Bidder including its Parent, Ultimate Parent, Affiliate, / Group Company (ies) or any other Group Entity (ies) either bidding as Single Bidder or as a Consortium can submit multiple Bids for different multiple locations within a District/Circle. The Bidder shall have to register for the multiple projects as per the requirement of TCIL Portal.
44.	Page No. 73. Clause No. Annexure – C: List of Banks	Annexure – C: List of Banks	We request you to please amend this list and also include Standard Chartered Bank as an approved bank in the Schedule Private Banks list, whose Bank Guarantees for the purpose of submission EMD/PBG as per the RFS terms & conditions may kindly	The request is accepted.

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			be accepted by MSEDCL	
45.	PPA Page No 18, clause No 5.7	Generation compensation due to backed down	As the delivery of the power for most of the projects could be at lower voltages, it is important to note that there shall be technical down time (due to grid down time or due backing down) in the line even during the day time. Therefore, we want you to consider inclusion of deemed generation and associated clauses for such downtime in the off-take agreements and consider it for payment and the applicable tariff and not just at 50%.	Request is not accepted. Original clause will prevail.
46.	General	Start-up Power application	Requesting MSEDCL to provide clear guidelines for start-up power approval. It will enable to maintain the timelines of project commissioning.	Supply of connection for Start-up as per the MERC SoP Regulations.
47.	General	Applicability of Reactive Power(RKVAH) penalty similar to biomass projects	We request MSEDCL not to levy the Reactive Power penalty similar to biomass Projects. But if levied then it should be as per Wind projects (Comm. Circular no. 196 dtd.29th April,2013)	Applicability of Reactive Power(RKVAH) penalty shall be as per the prevailing MERC Regulations.
48.	General	MEDA Registration	To keep intact with project timelines, We request MSEDCL to give wavier for registration of project with MEDA.	As per GoM GR date 17.03.2018, MEDA registration is mandatory.
49.	Misc	Bidding Fee	Following Fee has to be submitted by the Bidder: 1. Cost of RFS 2. Processing Fee 3. TCIL fee. There are 30 Districts/Circles. So effectively, A bidder can bid for all 30	Individual fees to be paid for each tender

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			<p>Districts. Kindly clarify whether the Bidder has to submit these Fees only once or multiple times.</p> <p>Rationale: This is a 1400 MW Bid spread across 30 Districts/Circles. The documents are same for each district/circle except change in name of the region. Multiple Fee will entail higher cost and Bidder will load this in tariff.</p>	
50.	8.2	Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Events	Please mention the Relief available on account of account of Force Majeure Event.	Original clause prevails.
51.	RFS Clause	Incorporation of a Project Company	<p>1. We believe, Successful bidders have an Company option to select single as well as multiple SPVs to execute multiple PPAs as applicable, Please advice.</p> <p>2. Can we use any existing Company formed under Affiliates / Ultimate Parent as a Project Company / SPV?</p>	<p>1. Yes, the Successful Bidder has an option to form a single SPV or multiple SPVs. However, it will have to maintain the same composition of shareholders as of the Consortium arrangement and the same % of shareholding (between Consortium Members) as provided at the time of submission of bid in case of Consortium. In case the Bidder has participated as a single entity the SPV should be 100% in owned by the Bidder.</p> <p>2. Yes, the Bidders is free to use any existing Company provided such</p>

S. No.	Clause No.	Existing Clause	Bidder's Query	MSEDCL Reply
			3. Is it compulsory to incorporate SPV under 100% Subsidiary of successful Bidding Company only post issuance of LoI?	Company maintains the same composition of shareholders as of the Consortium arrangement and the same % of shareholding (between Consortium Members) as provided at the time of submission of bid in case of Consortium. In case the Bidder has participated as a single entity the SPV should be 100% in owned by the Bidder. 3. No. The Bidder could use an existing SPV. However, the Bidder should have 100% holding on the said SPV.
52.		Commission Approval on RFP & PPA	Are the bid documents and capacity for procurement approved by MERC?	The petition is filed before MERC along with RFS and PPA.
53.			We have established solar power project near Mandrup, Solapur and is connected to MSETCL substation. Our total sanction capacity is 2 MW and presently 1 MW plant is connected to the substation. We have long term open access permission for the same and that energy is supplied to a dairy industry in Phaltan. Can we augment the plant and connect the same to the above substation under this tender?	The connectivity shall be at 11 kV or 22 kV Bus of MSEDCL Sub-station only.
54.			We are Small Scale Industry and that can EMD be waived off?	The request is not accepted.
55.			We would like to augment our plant to 3 MW capacity by adding another 2 MW and connect the same under this program.	Yes. The Clause 1.3.3 has been amended accordingly as below: <i>"..The Projects under construction, projects which are not yet commissioned and</i>

S. No.	Clause No.	Existing Clause	Bidder's Query	MSEDCL Reply
				<i>projects already commissioned but do not have any long-term PPA with any agency, and selling power on short-term or merchant plant basis shall not be eligible... Provided that the projects already commissioned shall not be in contract with any other agency for the period of PPA with MSEDCL."</i>
56.			Our injection is at 33KVA level and can same be used under this tender?	No, the projects are to be to 11 KV or 22 KV bus of MSEDCL's substation only.