

**Replies to Queries of 1000 MW Solar Power Tender discussed during Pre-Bid Meeting on 19.12.2018**

Sl. No.	Clause No.	Existing Clause	Bidders' Query	MSEDCL's Reply
<b>RFS</b>				
1	Bid information sheet	Bid information sheet: Ceiling tariff – Rs 2.80 Per Unit	<p>Ceiling tariff - Rs 3.30 to 3.50 Per Unit</p> <p>As per MERC, in Deviation Settlement Mechanism (DSM) regulation, the charges for Scheduling, revision &amp; Forecasting are respectively Rs 2250, Rs 2250 &amp; Rs 3000. with compare to other states, there is no such charge levies by state ERC. So as MERC levies the above mentioned charges, the tariff increases by approx 70 to 80 paise per unit and due to this charges Rs 2.8 per unit is not justified.</p> <p>Also MERC issued procedure and charges mentioned above on dated 7-dec-2018, which is also going to impact 1st phase of 1000MW projects. Based on this procedure &amp; charges notified by MERC, the ceiling tariff shall be revised to atleast Rs. 3.5 / unit.</p>	<p>Bid information sheet ceiling tariff is revised to - Rs 2.90 Per Unit</p> <p>The charges levied by MERC in any regulation is beyond the jurisdiction of MSEDCL.</p>
2	Clause 1.2.2 of RFS - Details of power procurement	MSEDCL shall enter into Power Purchase Agreement (PPA) with the Bidders selected based on this RFS for purchase of solar power for a period of 25 years from the Commercial Operation Date	Request increasing PPA tenure to 30 years as typically the land lease terms are for a minimum period of 30 years.	The request is not accepted and the Bidder shall adhere to the existing RfS provisions i.e. the PPA term shall be 25 years as per standard bidding guidelines issued by Ministry of Power.
3	Clause 2.1 of RFS - Definitions	<p>"Delivery Point"; shall mean the point(s) of connection(s) at which energy is delivered into the Grid System:</p> <ul style="list-style-type: none"> <li>- For existing intra - state projects, metering shall be at the existing metering point(s).</li> <li>- For new intra - state projects, metering shall be at the LV side of pooling substation of MSEDCL/MSETCL.</li> <li>- For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.</li> </ul>	Please provide the list of MSEDCL/MSETCL, STU and CTU substations with available capacity for dedicated evacuation for solar power plant in Maharashtra & periphery	MSEDCL will provide a tentative list of substations under the jurisdiction of STU/MSETCL on its website.
4	Clause 2.1 of RFS & Article 1 of Draft PPA	"Financial Closure" or "Project Financing Arrangements" means arrangement of necessary funds by the Bidder / Solar Power Generator either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank / financial institution by way of a legally binding agreement for commitment of such finances.	<p>May kindly delete "legally binding agreement" with financial institute/lender(s); instead may simply write commitment from lender(s)/Financial Institute for funding projects.</p> <p>The definition of "Financial Closure" or "Project Financing Arrangements" needs to be modified as under: - "means arrangement of necessary funds by the Solar Power Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance"</p>	The request is not accepted and the Bidder shall adhere to the existing RFS provisions.
5	Clause 3.2 of RFS	Minimum capacity of Project	We request you to kindly provide the maximum project capacity that can be quoted	A Bidder may choose to bid for the entire capacity of 1000 MW subject to the eligibility and Financial Criteria provided in the RFS.

6	Clause 3.3 of RFS - Project Scope	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 once at the time of achievement of Financial Closure i.e. within 7 months from the date of signing of PPA.	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 until the deadline once at the time of achievement of Financial Closure i.e. within 12 months from the date of signing of PPA.	The Bidder shall be allowed to change the location of the project once at the time of achievement of Financial Closure i.e. within 10 months from the date of signing of PPA.
7	Clause 3.4 of RFS - Eligibility for Project capacity allocation	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 interconnection points and metering arrangement.	Can we use common switchyard location for power evacuation of more than one projects?	The Solar Power Generator may choose to use a common switchyard for power evacuation from more than one project. However it is the responsibility of the Generator to appropriately bifurcate or apportion the energy units generated from each project.
8	Clause 3.5 of RFS - Qualification Requirements	A bidder which has been selected as successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the successful bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA.	Request MSEDCL to allow Separate SPVs to execute separate Projects awarded to a single Bidder.	The Bidder may choose to develop separate projects awarded to it through separate SPVs however the financial criteria and other eligibility conditions as specified in the RfS shall be considered for cumulative capacity awarded to the Successful Bidder and the bidders shall provide separate network connectivity arrangements.
9	Clause 3.6 of RFS - Eligibility Criteria	1) Net Worth: The Net-Worth of the Bidder for the financial year ended on 31.03.2018 shall not be less than INR 0.55 Crores per MW (of the capacity quoted). 2) Liquidity: In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters- ....	Financial Criteria: - The bidders should be allowed to utilize the net-worth of its parents, including ultimate parent company which can be a foreign entity. - For calculation of net-worth, Financial Year of Jan-Dec should be considered for foreign owned bidders. - In case the bidder through its parent, demonstrates sufficient internal cash, then commitment letter from banks should not be compulsory to establish financial strength.	The request is accepted
10	Clause 3.7 of RFS - Grid Connectivity	The responsibility of getting the grid connectivity with CTU/STU/DISCOM shall entirely be of the successful bidder. The successful bidder shall submit documentary Evidence for securing connectivity with grid from CTU/STU/DISCOM within 7 months from the date of signing of PPA.	We request the support from MSEDCL for various activities related to liaisoning, approvals for connectivity. Also, We request MSEDCL to increase the timeline for securing connectivity with grid from CTU/STU/DISCOM within 12 months from the date of signing of PPA	MSEDCL will provide all possible support for securing grid connectivity from MEDA and STU, however it is the sole responsibility of bidder to get all approvals within the time schedule and the timeline for obtaining grid connectivity is now amended as within 10 months from the date of signing of PPA.
11	Clause 3.9 (i) of RfS	Earnest Money Deposit (EMD) of INR. 6 Lakh/ MW per Project in the form of Bank Guarantee along with RfS.	We refer to the discussions of MSEDCL with the SPDs on Dec 5, 2018. During the meeting it was agreed that: EMD for the bids will be reduced to Rs. 5 Lakhs	The request is accepted.
12	Clause 3.14 (1) of RfS	The Projects shall be commissioned within a period of 13 (Thirteen) months from the date of execution of the PPA. However, Projects with a capacity of 250 MW and above, if being developed outside a Solar park, shall be commissioned within a period of 15 (Fifteen) months from the date of execution of the PPA.	Execution period will be considered as 18 months to 21 months based on the size of the Project We therefore request you to amend these clauses in line with the discussions. Referring to the recent amendments in Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects published by MoP. We request to revise the time period for commissioning from 13 months to 21 (Twenty one) months from the date of execution of the PPA for projects below 250 MW capacity	The request is accepted. The clause is amended as the Projects shall be commissioned within a period of 21 (Twenty one) months from the date of execution of the PPA. However, Projects with a capacity of 250 MW and above, if being developed outside a Solar park, shall be commissioned within a period of 24 (Twenty Four) months from the date of execution of the PPA.

13	Clause 3.9 (ii) of RFS	The Bidders selected by MSEDCL, based on this RfS shall submit the Performance Bank Guarantee (PBG) of INR. 14 Lakh/MW	Due to the prevailing economic scenario wherein obtaining Bank Guarantees has become very difficult, we request you to reduce the PBG amounts to Rs. 10 Lakhs / MW	The request is not accepted and the Bidder shall adhere to the existing RfS clauses.
14	Clause 3.9 (iv) of RFS	The successful bidders are required to sign PPA with the MSEDCL within 30 days after the date of issue of LoA.....	PPA signing shall be clubbed with adoption of tariff order by MERC, post bid completion	The request is not accepted and the Bidder shall adhere to the existing RfS clauses.
15	Clause 3.9 V) of RFS	If the Successful Bidder fails to achieve Financial Closure as prescribed in Clause 3.13, the MSEDCL shall encash the Performance Bank Guarantee (PBG) unless the delay is on account of delay caused due to a Force Majeure. An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Solar Power Generator, upon submission of a fresh Performance Bank Guarantee (PBG) with the same conditions, value and validity as stated in Section 3.9.ii above...	If the Successful Bidder fails to achieve Financial Closure as prescribed in Clause 3.13, the MSEDCL shall encash the Performance Bank Guarantee (PBG) unless the delay is on account of delay caused due to a Force Majeure. An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Solar Power Generator, upon submission of a fresh Performance Bank Guarantee (PBG) with the same conditions, value and validity as stated in Section 3.9.ii above on advance payment of Rs. 10,000/- per day per MW. This extension will not have an impact on the Scheduled Commissioning Date of the Project. Any extension charges paid so, shall be returned to the SPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on prorata basis, based on the project capacity commissioned as on Scheduled Commissioned Date.	The request is not accepted and the Bidder shall adhere to the existing RfS provisions. MSEDCL has taken care that there shall not be any financial burden to bidders if it commissions project within SCOD.
16	Clause 3.9 (ix) of RFS	After the bidding process is over, MSEDCL shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 30 days after the completion of e-reverse auction.	Kindly release of EMD Bank guarantee for the unsuccessful players within 7 days of completion of reverse auction.	After the bidding process is over, MSEDCL shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-reverse auction.
17	Clause 3.11 of RFS & Article 1 of Draft PPA	RfS Clause: The PPAs shall be valid for a period of 25 years from the Commercial Operation Date in case of proposed/new solar power projects. PPA Clause: "Expiry Date" shall mean the date occurring after twenty-five (25) years from the Commercial Operation Date in case of proposed/new solar power projects or for a period of 25 years from the date of execution of PPA for existing solar power projects.	Kindly modify the clause as "The PPAs shall be valid for a period of 25 years from the date of SCD/ full capacity commissioning / last unit part commission whichever is later.	The PPA shall be valid for a period of 25 years from the date of Commercial Operation Date (COD) i.e. the date on which full commissioning of the project capacity is achieved.
18	Clause 3.12 of RFS	The power producer will declare the CUF of their project at the time of PPA and will be allowed to revise the same once within first year of COD. The declared CUF shall in no case be less than 19% over a year. They shall maintain generation so as to achieve CUF in the range of ±10 % of their declared value during PPA duration. The lower limit will, however, be relaxable by MSEDCL to the extent of grid nonavailability for evacuation which is beyond the control of the developer.	Kindly modify the Capacity Utilization Factor (CUF) as under; CUF: The SPD will declare the annual CUF of the Project at the time of submission of response to RfS, which shall be allowed to be modified until 1 year after Commercial Operation Date of the project. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 17%. SPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years.	The request is not accepted and the Bidder shall adhere to the existing RfS provisions.

19	Clause 3.13 of RFS - Financial Closure	The Project Developer shall report tie-up of Financing Arrangements for the projects within 7 months from the date of signing of PPA.	Referring to the recent amendments in Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects published by MoP. We Request to revise the period of Financial Closure from 07 months to 12 (Twelve) months from the date of execution of PPA.	The timeline for achievement of Financial Closure is now amended as within 10 months from the date of signing of PPA.
20	Clause 3.13 of RFS - Financial Closure b) iii)	Developer and/ or Transfer Permission issued by State Nodal Agency/MEDA.	In order to follow project timelines, We request you to remove the mandatory registration of project with MEDA for implementation and commissioning of solar project	The request is not accepted as registration with MEDA is mandatory as per policy of GoM
21	Clause 3.13 of RFS	The Project Developer shall report tie-up of Financing Arrangements for the projects within 7 months from the date of signing of PPA. Accordingly the successful bidder shall furnish the following documents within 7 months from the date of signing of PPA. a) Submit power evacuation/ connectivity agreement of successful bidder with CTU/STU/DISCOM b) Evidence of clear possession of required land along with the following documentary evidences..	We request to remove the interim milestones under the PPA i.e. Financial closure, possession of land, connectivity approvals etc on account of following: - Suitable site selection requires considerable time for Greenfield projects. - Several process delays amongst various state agencies lead to delay in land acquisition. - There is no direct policy support to expedite land acquisition for solar projects. - The Grid-tie approval should be granted as soon as the project is technically ready for commissioning including completion of all electrical and civil infrastructure of plant. - We request you to please remove these interim milestones and suggest to have completion timelines prior to project commissioning date.	The request is not accepted and the Bidder shall adhere to the existing RFS provisions. MSEDCL has already extended the period of financial closure as 10 months.
22	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. However, Projects with a capacity of 250 MW and above, if being developed outside a Solar park, shall be commissioned within a period of 15 (Fifteen) months from the date of execution of the PPA	Option of "Automatic Extension" in SCOD is also required, in case there is delay in eventualization of Connectivity or operationalization of LTA. (However promptness by SPD can be checked through a fixed timelines of Connectivity/LTA application, after the issuance of LOA )	The request is not accepted and the Bidder shall adhere to the existing RFS provisions.
23	Clause 4.3 of RFS	Shortlisted bidders for Reverse Auction will be able to login into <a href="https://www.tcilindia-electronictender.com">https://www.tcilindia-electronictender.com</a> of reverse auction 15 minutes before the start time of reverse auction.	Kindly clarify if are there any process of shortlisting of eligible bidder for reverse auctions.	As stated in Clause 4.2(b) of the RFS, the Eligible bidders who have quoted less than or equal to the ceiling rate shall be eligible for e-reverse auction.
24	Clause 5.1 of RFS - General design of the Facility	Have installed Special Energy Meter (SEM) with telecommunication facility with availability based tariff (ABT) feature as per relevant CEA specifications / regulations as may be applicable.	Please provide required class of Energy meter.	As specified in the Draft PPA, Special Energy Meter (SEM) of 0.2S class accuracy with telecommunication facility with availability based tariff (ABT) feature as per relevant CEA specifications / regulations as may be applicable, are required.
25	Annexure A of RFS	Nominal/Rated output power of the inverter (if different power ratings are mentioned at different temperatures, then power rating at 50°C shall be considered) in kW will be considered as inverter rated.	Kindly consider the power rating of inverter at nominal operating temperature.	The request is not accepted and the Bidder shall adhere to the existing RFS provisions.
26	General	Technical specification of inverter	Kindly confirm power factor to be considered for computation of rated output power of inverter	The Bidder shall consider power factor as per the applicable IS Standards.

27	General	Billing	Whether there will be any additional/special deduction by MSEDCL at time of sale of electricity or the tariff set as per PPA will be final, please confirm.	The tariff finalized at the time of signing of PPA after adjusting any reduction in the same due to delayed commissioning as per Clause 3.14.3(b) of the RFS and Article 3.3.2(b) of the Draft PPA shall be fixed for the entire term of the PPA.
28	General	General	Please provide DC to AC ratio to be maintained for Fix tilt, Seasonal tilt and Tracking system	The Bidder shall consider DC to AC ratio as per standards issued by National or International authorities.
29	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.	Power connection for startup power shall be issued as per the Standard Operating Procedure of MSEDCL.
30	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)	Penalty for Reactive power shall be levied as per MERC's regulation as amended from time to time.
<b>Draft PPA</b>				
31	Article 2 of Draft PPA: Definitions	"Effective Date" shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties	"Effective Date" shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties approval of PPA by Commission	No change in definition. However, the PPA shall be signed only after MERC accords its approval.
32	Article 9 of Draft PPA: Change in law 9.1 (V)	...any change in the rates of any Taxes, Duties or Cess which have a direct effect on the Project...	...any change in the rates or timeline of any Taxes, Duties (including antidumping duty/ Safeguard Duty) or Cess which have a direct effect on the Project...	Article 9 of the Draft PPA provided along with the RFS clearly states that change in all taxes, duties and cess shall be considered under Change in Law.
33	Article 10.4.2 of Draft PPA: Termination for MSEDCL's Default	Till expiry of the Suspension Period, MSEDCL will be entitled to cure its default and buy power from the Power Producer. In the event MSEDCL fails to cure the default, the Power Producer may terminate this Agreement by delivering a Termination Notice to MSEDCL / its successor entity and in such an event MSEDCL shall have liability to make payment within 30 days from the date of termination notice toward compensation to Power Producer equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity on normative CUF of 19%., with the Project assets being retained by the Solar Power Generator	The defaulting Procurer shall, subject to the prior consent of the Solar Power Generator, novate its part of the PPA to any third party, including its Affiliates within the stipulated period. (b) In the event the aforesaid novation is not acceptable to the Solar Power Generator, or if no offer of novation is made by the defaulting Procurer within the stipulated period, then the Solar Power Generator may terminate the PPA and at its discretion require the defaulting Procurer to either i) takeover the project assets by making a payment of the termination compensation equivalent to the amount of the debt due and the 150% (one hundred and fifty per cent) of the adjusted equity as detailed in the PPA or ii) pay to the Solar Power Generator, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity with the project assets being retained by the Solar Power Generator. (c) In the event of termination of PPA, any damages or charges payable to the STU/CTU, for the connectivity of the plant, shall be borne by MSEDCL.	The request is not accepted and the Bidder shall adhere to the existing RFS & Draft PPA provisions.

34	Article 5.6 of Draft PPA Generation Compensation in offtake constraint due to transmission	Generation Loss = [(Average Generation per hour during the contract year) × (number of hours of grid unavailability during the contract year)] Where, Average Generation per hour during the contract year (kWh) = Total generation in the contract year (kWh) ÷ Total hours of generation in the contract year The excess generation by the Solar Power Developer 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.	The provision under generation compensation due to Transmission constraints in not clear as for computation of generation loss, hours of grid un-availability is mentioned, should be hours of transmission infrastructure un-availability. - The compensation mechanism for Transmission and Grid un-availability is not fair for the bidders as in case of generation below the minimum threshold, the SPD has to pay penalty, but Procurer has no such obligation. - Note that the impact of such losses is more acute on the SPD as irrespective of the loss, it has to service all its obligations w.r.t to debt financing (principal and interest payments) and operational expenses. - The more prudent and equitable solution would be to calculate the generation loss at the end of each PPA contract year, amortize this over the next 12 months and off-taker pays this additional amount at PPA rate with each monthly invoice.	The request is not accepted and the Bidder shall adhere to the existing RFS & Draft PPA provisions.
35	Article 5 of Draft PPA	Repowering: The Solar Power Generator shall be allowed to repower the project as per its requirement for a maximum cumulative period of six (6) months during the entire term of the PPA.	Remove restrictions in repowering of projects. Kindly allow repowering at any time during the term of PPA without any restrictions; as procurement of power shall be limited upto +10% of declared CUF during the entire term of PPA.	The request is not accepted and the Bidder shall adhere to the existing RFS provisions.
36	Article 5.7 of Draft PPA	Duration of Back down: Minimum Generation Compensation Minimum Generation Compensation = 50% of (Average Generation per hour during the month) x (number of backdown hours during the month) x PPA tariff	We humbly request you to please accept the generation compensation as 100% of (Average Generation per hour during the month) x (number of backdown hours during the month) x PPA tariff	The request is not accepted and the Bidder shall adhere to the existing RFS clauses.
37	Article 6.3 of Draft PPA	For payment of Monthly bill by MSEDCL thirty (30) days beyond its due date, if paid after Due date of Payment...	We propose "The late payment charges are to be applicable in case payment made beyond its due date."	The request is not accepted and the Bidder shall adhere to the existing RFS provisions.
38	Article 6.4 of Draft PPA	For payment of Bill on or before Due Date, the following Rebate shall be paid by the Solar Power Developer to MSEDCL in the following manner. (a) A rebate of 1% shall be payable to MSEDCL for the payments made within a period of 15 days of the presentation of Tariff Invoice by modes as mentioned in Article along with required supporting documents at MSEDCL office. No rebate shall be applicable for payment beyond 15 days of the presentation of Tariff Invoice	We propose 1% rebate to be claimed by MSEDCL in case payment is made within 5 days of receipt of invoices.	The request is not accepted and the Bidder shall adhere to the existing RFS provisions.

39	Article 6.5 of Draft PPA - Payment Security	1) Letter of Credit 2) Payment Security Fund	As per Standard bidding Guideline issued by Ministry of power: The Procurer shall provide payment security to the Solar Power Generator through: a) Revolving Letter of Credit (LC) of an amount not less than 1 (one) months' average billing from the Project under consideration; AND, b) Payment Security Fund, which shall be suitable to support payment for at least 3 (three) months' billing of all the Projects tied up with such fund; c) In addition to a) & b) above, the Procurer may also choose to provide State Government Guarantee, in a legally enforceable form, ensuring that there is adequate security to the Solar Power Generator, both in terms of payment of energy charges and termination compensation if any. Request MSEDCL to consider above mentioned all 3 Payment Securities as per Standard bidding guideline	The request is not accepted and the Bidder shall adhere to the existing RFS provisions.
40	Article 6.5.1.a of Draft 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 LC to be opened by MSEDCL in favour of the SPD 30 days prior SCOD timeline. The Operation, Maintenance & monthly reinstatements, auto renewal of LC at the end of month has to be undertaken by MSEDCL. SPD shall not bear any charges regarding the opening, operation, reinstatement, & renewal of LC.	The request is not accepted and the Bidder shall adhere to the existing RFS provisions.
41	Article 6.5.1.c) ii of Draft PPA	The amount of the Letter of Credit shall be equal to one month's projected payments during first contract year and thereafter during each contract year, the amount of Letter of Credit shall be equal to one months average billing of previous contract year.	We propose the amount of LC shall be equal to Two month's projected payments.	The request is not accepted and the Bidder shall adhere to the existing RFS provisions.
42	Article 6.5.2 of Draft PPA	Payment Security Fund – The Payment Security Fund shall be suitable to support payment for at least 3 (three) months' billing of all the Projects tied up with such fund.	Kindly brief the status of Payment Security Fund and the mechanism of Operations of such fund.	The payment security fund will be created to support payment for at least 3 (three) months' billing of all the Projects tied up with such fund. The same will be utilised as and when required by MSEDCL.
43	Article – 8 of Draft PPA	Force Majeure Events	Kindly add any event which are beyond reasonable control of SPD due to which the SPG is unable to execute or go ahead with the project construction activities for 7 (Seven)consecutive days shall be treated as Force Majeure Event. In case the project is commissioned as per its installed capacity, however the transmission line is not completed due to RoW issues. In such circumstances the RoW issues for laying of line shall be treated as Force Majeure Event. Also, law and order if any due to which SPD is unable to perform its obligation, such event shall be treated as Force Majeure Event.	The request is not accepted and the Bidder shall adhere to the existing RFS provisions.