

ADDENDUM- I: REPLIES TO BIDDERS QUERIES

PROCUREMENT OF POWER ON LONG TERM BASIS THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY REVERSE E-AUCTION) FROM 500 MW GRID CONNECTED INTER-STATE AND INTRA-STATE NEW PROJECTS OR EXISTING INTRA – STATE PROJECTS WITH/WITHOUT REPOWERING WHOSE EPA WITH MSEDCL IS EXPIRED OR INTRA-STATE PROJECTS WITH/WITHOUT REPOWERING HAVING VALID EPA AT FEED IN TARIFF/PREFERENTIAL TARIFF - RfS No. MSEDCL/RE/2019/500 MW/Wind/T-66
Dated 30/08/2019

Sr. No	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
1.	Bid Information Sheet of RfS	Ceiling Tariff – Rs. 2.95 per Unit	Considering the capex involved in wind power plants, it is requested to increase the ceiling tariff by at least another 10%.	No Change. The existing provision of the RfS document shall prevail.
			Please remove tariff ceiling under this bid.	
2.		Earnest Money @ 10 lakh /MW/Project to be submitted in the form of Bank Guarantee along with the Response to RfS.	In line with SECI Bid, the EMD should be decreased to Rs. 6 Lakh/ MW/project	No Change. The existing provision of the RfS document shall prevail.
3.	Clause no. 1.1.2 of RfSMSEDCL shall enter into Power Purchase Agreement (PPA) with the Bidders selected based on this RfS for purchase of wind power for a period of 25 years from Commercial Operation Date of proposed/ new wind power projectsMSEDCL shall enter into Power Purchase Agreement (PPA) with the Bidders selected based on this RfS for purchase of wind power for a period of 25 years from Scheduled Commercial Operation (SCOD) or from full commissioning of projects, whichever is earlier, in case of	No Change. The existing provision of the RfS document shall prevail.

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			proposed/new wind power projects	
4.	Clause no. 1.2.3 of RfS	<p>Details of Power Procurement: 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>Please allow Change in charges or Losses of CTU under Change in Law.</p> <p>No transmission charges and losses for the use of ISTS network is payable for the generation based on solar and wind power resources selected through tariff based competitive bidding (TBCB) process for meeting the solar/ non-solar RPO in accordance with the Guidelines/ waiver issued by the Central Government thru' respective ministry.</p> <p>Accordingly, losses and charges should not booked to the bidder.</p> <p>Please confirm that no STU transmission charges and transmission losses shall be applicable.</p>	<p>The Delivery Point is at Maharashtra STU periphery. The State Transmission charges and losses are borne by MSEDCL. However, CTU charges and losses for inter-state projects will be applicable as per prevailing rules and regulations to seller.</p> <p>No change in Transmission charges/losses of CTU shall be covered under change in Law.</p>
5.	Definitions in the RfS	<p>"Delivery Point"; shall mean the point(s) of connection(s) at which energy is delivered into the Grid System</p> <p>1. For existing intra - state projects, metering shall be at the existing</p>	<p>There is a lot of confusion with all these definitions and their subsequent usage.</p> <p>Request MSEDCL to include single definition.</p>	<p>No Change. MSEDCL has clearly defined the delivery point for all type of eligible generators.</p>

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		<p>metering point(s). In case of capacity augmentation of existing project, successful bidder shall ensure necessary arrangements at existing metering point on its own cost.</p> <p>2. For new intra - state projects, metering shall be at the LV side of pooling substation of MSEDCL/ MSETCL.</p> <p>3. For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/ MSETCL periphery.</p>		
6.		<p>“Metering Point”: The metering point will be at Maharashtra STU/MSEDCL pooling sub-station based on the type of Project.</p> <p>Intra-State Projects:</p> <p>1 For existing projects: Metering shall be at the existing metering point(s).</p>	<p>Need clarification in case of Inter State Wind Project for Energy Accounting.</p>	<p>Energy Settlement/ accounting for the inter-state wind projects will be as per prevailing Regulations.</p>
7.		<p>2 For new projects, metering shall be at the LV side of pooling substation</p>	<p>In case of Inter State Projects, why there is need for ABT meter at individual WTG? It is not required and the metering should be done at CTU Point.</p>	<p>No Change. The existing provision of the RfS document shall prevail.</p>

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		<p>of MSEDCL/MSETCL.</p> <p>Inter-State Projects: For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.</p> <p>For the purpose of energy accounting the developer/generator would install ABT compliant meter at the metering point as well as on each Wind Turbine Generator.</p>	<p>For Inter-state project, Metering point should be allowed at ISTS substation.</p> <p>Installing ABT meters on each WTG will increase additional cost to WPD. ABT compliant meters will be installed at metering point.</p> <p>Proposed Clause: The metering point will be at Maharashtra STU/MSEDCL pooling sub-station based on the type of Project. Intra-State Projects. •For existing projects: Metering shall be at the existing metering point(s).</p> <p>For capacity expansion in existing projects: Metering shall be at existing metering points with separate metering arrangement at WTG</p>	<p>For Inter-state project, metering will be at ISTS sub-station however, energy accounting/settlement will be considered at delivery point. i.e. Maharashtra STU periphery.</p> <p>Request is accepted "For the purpose of energy accounting the developer/generator would install ABT compliant meter at the metering point and on each Wind Turbine Generator as per prevailing Regulations"</p> <p>No Change. The existing provision of the RfS document shall prevail.</p>

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			<p>location/s to be commissioned under this bid.</p> <p>For new projects, metering shall be at the LV side of pooling substation of Developer. in case of no wind farm pooling substation, metering will be at LV side of MSEDCL/MSETCL substation.</p>	
8.		<p>"SCOD" or "Scheduled Commercial Operation Date" means the date as declared by the Successful Bidder in the PPA which shall not exceed 18 (Eighteen) months from the date of execution of the PPA</p>	<p>The suggested amendment is as under: "Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of LTA by the 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 network until SCD of the Project....."</p>	<p>No Change. The existing provision of the RfS document shall prevail.</p>
9.	<p>Clause no. 3.2.2(i) of RfS</p>	<p>Wind Power Projects having an individual size of 5 MW and above at one site with minimum bid capacity of 25 MW....</p>	<p>There are single WTG of 1 or 1.5 MW or 2.00 MW erected but not commissioned due to various reasons. Will such WTG's be</p>	<p>As the WTG is not commissioned, it will be considered as a new project and shall fulfil the criteria of minimum individual capacity i.e. 5</p>

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			considered as existing projects or new projects? Please clarify the same.	MW
10.			We request MSEDCL to allow usage of Power Evacuation (PE) approval of developer/OEM/EPC contractor for connectivity of project. Kindly amend the clause suitably.	Request is accepted. Grid connectivity may be in the name of developer or successful bidder, subject to the MoU/Agreement between developer and successful bidder.
11.	Clause no. 3.7(2) of RfS	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.	It is suggested that the compliance for submitting connectivity documents shall be linked with SCOD of the project to prevent undue hardship to the WPD.	No Change. The existing provision of the RfS document shall prevail.
12.			Like SECI VIII Bid, MSETCL shall release the list of Substations with Power Evacuation capacity Available	Indicative list of sub-station with available capacity will be asked from MSETCL and if made available, same will be displayed on Bharat Portal/MSEDCL Website. However ultimate responsibility will be on the bidder to verify the availability of evacuation capacity from the MSETCL for its proposed location.

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13.	Clause no. 3.7.5 of RfS	The successful bidder shall not be entitled to deemed generation in case of any delay in grant of connectivity.	<p>SCOD should be extended in case, construction of bay/substation is delayed at the point of interconnection.</p> <p>Project is ready for commissioning and evacuation infrastructure is not ready, in such scenario deemed generation shall be granted. Also delay penalty for delay in commissioning shall be waived for delays not attributable to WPD.</p>	No Change. The existing provision of the RfS document shall prevail.
14.	Clause no. 3.9.ii of RfS	Performance Bank Guarantee (PBG): The bidders selected by MSEDCL, based on this RfS shall submit the Performance Bank Guarantee (PBG) of Rs. 20 Lakh/MW according to the Format 6.3 B, issued in favour of MSEDCL, with a validity period upto 6 months from Scheduled Commercial Operation Date, 2 days prior to signing of PPA.	Lenders are not willing to provide BG's for validity of such long period i.e 24 months. Allow WPD to provide PBG validity of 12 months initially and WPD will get it extended time to time as required. If required, an undertaking in this regard can be provided by WPD.	No Change. The existing provision of the RfS document shall prevail.
15.	Clause no. 3.9.v of RfS	An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Wind Power	Request MSEDCL to include provision of FC extension by deposition of FC extension amount @ Rs. 1000/MW/day for delay to be	No Change. The existing provision of the RfS document shall prevail.

Sr. No	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
		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...	incurred. Such amount can be deposited in advance for the delay which might be incurred.	
16.	Clause no. 3.11.1 of RfS	A copy of Power Purchase Agreement, to be executed between MSEDCL and the successful bidder or its 100% subsidiary Special Purpose Vehicle (SPV),	MSEDCL should allow the transfer of PPA to 100% subsidiary of bidder company even after signing of the PPA. The same has been allowed by SECI under Assignment clause. There is provision of assignment of PPA.	No Change. The existing provision of the RfS document shall prevail.
17.	Clause no. 3.11.4 of RfS	<p>Bidder shall identify the 100% (hundred per cent) land at the time of bid submission and submission of documents / Lease Agreement to establish possession and right to use 100 % (hundred per cent) of the required land in the name of the Wind Power Generator for a period not less than the complete term of PPA, on or before the Scheduled Commissioning Date (SCD).....</p> <p>..... Bidder shall provide the following for the evidence of</p>	<p>In first paragraph it is mentioned that land should be identified prior to bid submission and 100% land possession to be completed on or before SCOD.</p> <p>Whereas in second paragraph it is mentioned that possession of land shall be done at time of bid submission.</p> <p>We would like to mention that land procurement starts after PPA signing. Therefore, land possession</p>	<p>Clause no. 3.11.4 of RfS is modified as under:</p> <p>“...Bidder shall provide the following documents at the time of submission of Bid:</p> <p>a. Sworn affidavit from the authorized person of the successful bidder listing the details of the land and certifying total land required for the project identified by the successful bidder.”</p>

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		<p>possession of the land at the time of submission of Bid:</p> <p>a. Sworn affidavit from the authorized person of the successful bidder listing the details of the land and certifying total land required for the project under clear possession of the successful bidder.</p>	<p>prior to PPA signing cannot be arranged by WPD.</p> <p>Therefore, please amend the clause suitably by removing such land condition and delete highlighted lines.</p>	
18.	Clause no. 3.12.1 of RfS	<p>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 three year of COD. The declared CUF shall in no case be less than 22% over a year. They shall maintain generation so as to achieve CUF in the range of $\pm 10\%$.....</p>	<p>Wind are variant in nature and can vary a lot. Therefore, please allow revision in CUF every 5 years thereby maintaining the lower value of 22%. Also please increase the CUF bandwidth to $\pm 20\%$.</p>	<p>No Change. The existing provision of the RfS document shall prevail, as the revision of CUF is as per MoP Guidelines.</p>
19.			<p>The band of variation should be increased as suggested hereinunder : "WPD shall maintain generation so as to achieve annual CUF not less than 90% of the declared value and not more than 120% of the declared CUF value, during the PPA duration of 25 years."</p>	<p>No Change. The existing provision of the RfS document shall prevail.</p>
20.	Clause no. 3.12.3 of	<p>.....In case the Procurer purchases the excess generation, excess</p>	<p>It is requested that the purchase of excess generation by MSEDCL should</p>	<p>No Change. The existing provision of the RfS document shall prevail. It is as</p>

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	RfS	generation over and above 10% of declared annual CUF, the same may be done at 75% of the PPA tariff.	be done at 100% PPA tariff instead of 75%.	per MoP Guidelines.
21.	Clause no. 3.13 of RfS	The Project Developer shall report tie-up of Financing Arrangements for the projects within 7 months the date of signing of PPA. Accordingly the successful bidder shall furnish the following documents within 7 months the date of signing of PPA.	It is suggested that it is difficult to achieve financial closure for projects within 7 months considering the compliances required to be fulfilled for the lenders. Thus, it is suggested that the timelines of achievement of financial closure may kindly be increased to 12 months instead of 7 months.	No Change. The existing provision of the RfS document shall prevail.
22.	Clause no. 3.13.b) of RfS	Submit power evacuation / connectivity agreement in the name of successful bidder with CTU/STU/DISCOM.	This should not be applicable for existing project where offered project is part of already developed wind farm.	Financial closure will be applicable for the new projects or the repowered capacity of the existing project.
23.	Clause no. 3.14 of RfS	The Projects shall be commissioned within a period of 18 (eighteen) months from the date of execution of the PPA, in line with the Procedure elaborated in PPA document.	It is humbly submitted that due to challenges in getting PGCIL connectivity, RoW approval, Land related issues, the Project Schedule Commissioning date should be increased to 30 months from PPA Execution Date.	Request is not accepted. The Commissioning period is specified as per MoP Guidelines for Wind Power.
24.	Clause no. 3.14.a & b &	a) Delay upto six (6) months from SCOD – MSEDCL will forfeit total	Request MSEDCL to increase the BG encashment from 6 to 9 months.	

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25.	c of RfS	Performance Bank Guarantee on per day basis and proportionate to the balance Capacity not commissioned	Please delete this clause and extend BG encashment time period from 6 to 9 months and maximum time period shall be same as 27 months from date of PPA signing.	
26.		b) 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 limited to 27 months from the date of PPA or till the Tariff becomes zero, whichever is earlier.....	This should be revised as per suggestion on Clause 3.14 above (SCOD to be 30 Months from PPA)	
			LDs should be limited to the encashment of PBG and the provision pertaining to reduction of tariff should be deleted from the RfS.	Request is not accepted. The Commissioning period is specified as per MoP Guidelines for Wind Power.
			Traiff Reduction penalty to be reduced from Rs.0.50/kWh to 0.15/kWh, it has an adverse impact over project viability	
27.	Clause no. 3.16.f of RfS	In case, the financial eligibility and qualification is attained through financials of Parent Company, then the shareholding pattern of the	Please remove the restriction of maintaining shareholding of parent. WPD will ensure to maintain shareholding of bidding company.	No Change. The existing provision of the RfS document shall prevail.

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		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.		
28.	Clause no. 3.18.7 of RfS	Bidder shall ensure that the technology to be adopted shall be commercially established technology as per the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) (Refer NIWE website) issued by MNRE as notified till achievement of Financial Closure or seven months from the date of signing of PPA, whichever is earlier.	It is suggested that in order to ensure that the Projects are technology agnostic the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) till SCOD of the Project instead of financial closure should be permitted.	The Clause is modified as below: Bidder shall ensure that the technology to be adopted shall be commercially established technology as per the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) (Refer NIWE website) issued by MNRE as notified till the Scheduled Commissioning Date of the projects.
29.	Clause no. 3.25 of RfS	MSEDCL reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability.	Right to reject the bid should be very specific and shall be intimated to WPD. In case of rejection of BID, MSEDCL should pay back the Cost of RfS, processing charges and cost of EMD to the bidder.	In case of rejection of the bid, MSEDCL will inform the same. In case of rejection of Bid, only Cost of EMD shall be refundable to the bidder.
30.	Clause no. 4.4.3 of RfS	In case of the last selected bidder, if the balance project capacity is less	Please amend the point suitably as it is in contradiction with clause 4.4.3,	Clause no. 4.4.3 of RfS is modified as below: "In case of the last selected

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		<p>than the total project capacity mentioned by the bidder, then the balance capacity shall be awarded to the bidder till the total capacity (i.e. 500 MW) is exhausted. However, if the allocated capacity is less than the 50% of the offered capacity by the bidder then right to refusal shall be lie with the bidder. In case the last selected bidder opts for right of refusal as stated above, the bidder shall intimate MSEDCL about its refusal within two working days after e- Reverse Auction event in writing. This balance capacity will be offered to next eligible bidders at MSEDCL's discretion.</p>	<p>where it is specifically indicated that if capacity after E-RA is lower than 50% of quoted capacity, bidder shall have option to refuse such offered capacity.</p>	<p>bidder, if the balance project capacity is less than the total project capacity mentioned by the bidder, then the balance capacity shall be awarded to the bidder till the total capacity (i.e. 500 MW) is exhausted. However, if the allocated capacity is less than the 50% of the offered capacity by the bidder then right to refusal shall be lie with the bidder or MSEDCL may accept the offered capacity by the bidder at its discretion. In case the last selected bidder opts for right of refusal as stated above, the bidder shall intimate MSEDCL about its refusal within two working days after e- Reverse Auction event in writing. This balance capacity will be offered to next eligible bidders at MSEDCL's discretion."</p>
31.	Clause no. 4.4.7 of RfS	<p>... Also, MSEDCL shall reserve the right to short close the capacity lower than 500 MW at its discretion if prices are abruptly high</p>	<p>There is tariff ceiling in this Tender, so prices cannot be considered high. Therefore delete these lines</p>	<p>Clause no. 4.4.7 of RfS is modified as below:</p>
32.			<p>It is requested that this clause should be deleted so as to give sanctity to</p>	<p>... Also, MSEDCL shall reserve the right to short close the capacity lower than 500 MW at its discretion.</p>

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			<p>the price arrived at through e-reverse auction and to promote participation of the bidders to assure the accurate price discovery through open market forces and not succumbing the projects by asking bidders to meet L1 prices, not recognising that the bidders might not be able to have viable project anymore.</p>	<p>And The following clause is added at 4.4.8 of RfS as under: After completion of reverse auction, MSEDCL at its own discretion may procure power over and above bucket of 500 MW depending upon rate discovered.</p>
33.	Format 6.1 Point 5 of RfS	<p>We hereby declare that during the selection process, in the event our Project happens to be the last Project and MSEDCL offers a capacity which is less than our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.</p>	<p>Please amend the point suitably as it is in contradiction with clause 4.4.3, where it is specifically indicated that if capacity after E-RA is lower than 50% of quoted capacity, bidder shall have option to refuse such offered capacity.</p>	<p>Point 5 of Format 6.1 is modified as under: "We hereby declare that during the selection process, in the event our Project happens to be the last Project and MSEDCL offers a capacity, we shall accept such offered capacity."</p>
34.	Format 6.1 Point 9 of RfS	<p>In case of our selection as the Successful bidder and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our 100% subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior</p>	<p>Please include the subsidiary as controlling shareholding not less than 51% of bidding company as it is in line with clause 3.16.b of RfS.</p>	<p>No Change. The existing provision of the RfS document shall prevail.</p>

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		to signing of PPA with MSEDCL, committing total equity infusion in the SPV as per the provisions of RfS.		
35.	Format 6.1 Point 10 of RfS	We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity within the period of 3 months from the date of signing of PPA. In the event of delay in commissioning, the provisions of Section 3.14 of the RfS/ relevant articles of PPA shall be applied on such projects. Further, the project shall not be considered as commissioned unless the connectivity with STU / C T U/DISCOM grid is established, SNA/MEDA registration certificate and RLDC/SLDC/DISCOM issues certificate of commissioning. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.	Connectivity has to be arranged within 7 months of PPA signing, same is indicated in clause 3.7.2 and clause 3.13. Therefore, please amend the clause suitably. Further please remove condition of MEDA registration for commissioning of project. MEDA registration for previous bid projects is still not completed and it is delaying project commissioning of previous bids. Also MEDA is not issuing certificate under pretext of unavailability of policy from Government of Maharashtra (GOM). Request MSEDCL to get the policy issued from GOM before last date of bid submission.	The clause is modified as under: "We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity within the period of 7 months from the date of signing of PPA.....". However, MEDA registration is compulsory for any project being developed in Maharashtra State as per GoM Policy.

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36.			<p>The bidder is selected under the previous MSEDCL tender with ceiling Tariff of Rs. 2.52 per unit and ceiling tariff in new tender is Rs. 2.95/- due to this ceiling tariff difference we may lose Rs. 0.43/- for one unit and cumulative effect of this will be very big.</p> <p>But has not signed the PPA till the date and requested for the permission to participate in the existing Tender.</p>	<p>Bidder should note that earlier tender was for period of 8 years with no min CUF condition for project whose EPA (13 years) with MSEDCL are expired.</p> <p>The Bidder can participate in the existing Tender, if it fulfil the new tender conditions</p> <p>However, it shall separately make application for the cancellation of their bids for the previous Tender, in which it has selected and will attract forfeiture of EMD submitted for the bid as per Tender conditions.</p>
37.	PPA	MERC tariff adoption order for Tariff discovered in E-RA.	<p>We understand that MERC order will be required for adoption of tariff discovered in E-RA and PPA would be functional after the order from MERC.</p> <p>We request MSEDCL to make effective date of PPA as date on which MERC order is obtained for tariff discovered in E-RA or PPA signing date, whichever is later.</p>	MSEDCL shall sign the PPA with successful bidders only after the adoption of Tariff by MERC and the effective date shall be as defined in the RfS.
38.		<p>Expiry date: "Expiry Date" shall mean the date</p>	As per RfS and PPA, single WTG can be commissioned and COD will be	No change. The existing provision shall prevail.

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		occurring after twenty five (25) years from the date of COD (for the proposed/new projects) or from the date of execution of PPA (for already commissioned projects).	declared for that much capacity. Therefore, please include PPA tenure as 25 years from commissioning of full project or SCOD.	
39.		"Financial Closure" or "Project Financing Arrangements" shall mean arrangement of necessary funds by the Bidder/Wind 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.	Please include sanction letter as criteria to comply with FC condition. Same is applicable in RfS as well.	The request is accepted. Sanction letter for commitment of finances for the project is allowed at the financial closure; however, the bidder shall submit the undertaking that legally binding agreement shall be submitted within two months.
40.	Clause no. 3.1(iv) of PPA	The Power Producer shall sell all available capacity from identified Wind Farms to the extent of contracted capacity on first priority basis to MSEDCL and not to sell to any third party.	Achieving whole number of installed capacity is not possible due to variable range of capacity of WTGs available. Therefore, please amend the clause suitably.	No change. The existing provision of the RfS document shall prevail.
41.	Clause no. 3.1.xi of PPA	To apply for the start-up power required for the plant from MSEDCL (for intra-State only).	Currently there is no clarity on start-up power. Billing can be done on net metering basis. (export -import	Generator shall apply for the start-up connection as per the prevailing procedure. Netting off is not allowed

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			power)	in any case.
42.	Clause no. 3.1.xiii of PPA	The Power Producer cannot inject the power three months earlier to Scheduled Commercial Operation Date from Project / wind turbine generator without MSEDCL's consent	Since part commissioning is allowed, this 3 months' criterion should be applicable for total capacity. Developer should be allowed to do part commissioning any time before SCOD. Kindly amend the clause suitably.	No change. The existing provision shall prevail. Power producer cannot inject power three months earlier to SCOD.
43.	Clause no. 4.1.6 of PPA	The Part commissioning of the project may be accepted by procurer/MSEDCL subject to the condition that minimum capacity for acceptance of first and subsequent part commissioning shall be 50% of Project Capacity or 50 MW, whichever is lower.....	As per definition of Commercial Operation date, commissioning of individual WTG or small lots of WTGs is allowed.	The existing provision of the PPA document shall prevail.
44.	Clause no. 4.1.7 of PPA	The early commissioning of wind power Generator if permitted for full commissioning as well as part commissioning prior to SCOD subject to transmission connectivity and Long Term Access (LTA). In case of early part commissioning till the	As per amendment of bidding guidelines, early power shall be procured at PPA tariff. Procurement of early commissioned power at PPA tariff will encourage WPD for early commissioning of	The request is accepted and clause no 4.1.7 of PPA is modified as under: "The early commissioning of wind power Generator if permitted for full commissioning as well as part commissioning prior to SCOD subject to transmission connectivity and Long

Sr. No	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
		achievement of full commissioning or SCOD, whichever is earlier, MSEDCL may purchase the generation at 75% (Seventy Five percent) of the PPA tariff.	project. Please amend the clause suitably.	Term Access (LTA). In case of early part commissioning till the achievement of full commissioning or SCOD, whichever is earlier, MSEDCL may purchase the generation at the PPA tariff."
45.	Clause no. 5 of PPA	Start-up power: (Applicable for intra state projects): MSEDCL shall supply electricity to the Power Producer at the MSEDCL's prevailing HT temporary Tariff rate in force from time to time and Generator shall pay for this electricity (Fixed Demand (kVA) & variable power in kWh) at that rate. MSEDCL shall ensure that the power as required by the Power Producer under reasonable notice shall be available without delay.	Instead of HT temporary tariff rate MSEDCL shall set off under net export power only.	The clause is modified as below: MSEDCL shall supply electricity to the Power Producer at the MSEDCL's prevailing HT Industry Tariff rate in force from time to time and Generator shall pay for this electricity (Fixed Demand (kVA) & variable power in kWh) at that rate. MSEDCL shall ensure that the power as required by the Power Producer under reasonable notice shall be available without delay.
46.	5.6.3	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 MSEDCL.	This clause is not in line with RfS. Please amend the clause as per clause 3.12.3 (3.12.3 Excess Generation) of RfS and as per suggestions.	No change. The existing provision shall prevail.

Sr. No	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
		In case the MSEDCL purchases the excess generation corresponding to the higher limit of CUF declared by the developer, the same may be done at 75% of the PPA tariff.		
47.	Clause no. 5.6.4 of PPA	<p>Generation Compensation in offtake constraint due to transmission: Generation Loss = [(Average Generation per hour during the Contract Year) x (number of hours of grid unavailability during the contract year)]</p> <p>Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ 8766 hours less Total hours of grid unavailability in a Contract Year.</p>	<p>Loss of KWH should not be average of full year. In case of high wind season, generation is 100% of the contracted capacity against overall CUF of ~35%. Therefore, compensation should be loss calculated basis expected generation during the hour/s of curtailment of the particular period.</p> <p>Please amend the clause suitably.</p>	No change. Existing provision shall prevail as it is in line with MoP Guideline.
48.	Clause no. 5.6.4 of PPA	Generation Compensation = 50% of (Average Generation during the month corresponding to the capacity	The compensation value shall be changed to 100% from 50% as per directions from Ministry of Power.	No change. Existing provision shall prevail as it is in line with MoP Guideline.

Sr. No	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
		backed down) x PPA tariff Where, Average Generation during the month corresponding to the capacity backed down (kWh) = (CUF during the month) x Σ (Backed down capacity in MW x corresponding time of backdown in hours x 1000)	Please amend the clause suitably.	
49.	Clause no. 6.5.1.1 of PPAAll 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.	LC is being opened by MSEDCL to secure payment of WPD. Therefore, the cost of opening and maintaining LC shall lie with MSEDCL. Further this will be extra burden on WPD. Please amend the clause suitably.	Clause no. 6.5.1.1 of PPA is modified as below: “.....All the cost incurred by MSEDCL for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by MSEDCL.”
50.	Clause no. 6.5.2 of 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.	It is not clearly understood how this fund is made and carries how much amount to suitably support 3 months payment for all the projects tied up with this fund. Also how the projects, for eg the wind projects developed under this RfS, would tie up with this fund?	Dedicated account will be created for Payment Security Fund by MSEDCL for amount equivalent to 3 (three) months' billing of all the Projects tied up.
51.	Clause no. 8.1 of PPA	Force Majeure Events:	Add in Force Majeure: Delay due to local RoW issues, Riot,	No Change. The existing provision of the PPA document shall prevail.

Sr. No	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
			Local Violence, Political Interference, and major theft incident in Force Majeure	
52.	General	-	The term "Repowering" needs to be clearly explained with reference to individual WTGs and/or Wind Farms for technical clarity.	<p>Technically Repowering is the process of replacing older power stations/Wind Turbines with newer ones having higher generation capacity and efficiency which results in a net increase of power generation.</p> <p>Bidder shall decide before bidding in the Tender whether it will participate for its existing capacity or it will augment the capacity by the way of repowering. In case of repowering, the repowered capacity will be the bid capacity.</p>