

REPLIES TO BIDDERS QUERIES FOR PROCUREMENT OF POWER ON LONG TERM BASIS THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY REVERSE E-AUCTION) FROM 500 MW INTRA STATE GRID CONNECTED SOLAR PHOTOVOLTAIC POWER PROJECTS - RfS No. MSEDCL/RE/2019/500 MW Solar/Ph-IV/T-074 Dated 06/11/2019

Sr. No	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
1	Bid Information Sheet	Ceiling Tariff @ INR 2.9 / Unit	Please confirm that whether the tariff ceiling is approved from MERC.	The tariff is adopted by MERC after completion of bidding process.
			The current ceiling tariff of Rs.2.90 per unit is not viable for projects in Maharashtra considering the project inputs/radiation levels. Hence, we request you to please increase the Ceiling Tariff to at least Rs.3.10 per unit.	The request is not accepted. Considering rates discovered in recent bidding process for solar projects in the state of Maharashtra, MSEDCL fixed the ceiling tariff in line with directions of Hon'ble Commission.
			Ceiling tariff may please be increased upto at least INR 2.95 per unit as the project cost will be high for intra state projects due to applicability of Safeguard duty , higher land costs, CUF percentage, evacuation infrastructure cost etc.	
		EMD : Earnest Money Deposit (EMD) of INR 5 Lakh / MW per Project in the form of Bank Guarantee	Please elaborate the meaning of 5 Lakhs per MW per project. Whether we have to submit the separate BG for each project/ site.	The bidder will have to submit single EMD for multiple projects/locations under same bid (Single Bid).
	Cost of RfS Document & Processing fee	Please accept payment of Cost of RfS Documents and Processing fees by net banking/NEFT. Net banking transaction receipt / Transaction Number (UTR No.) may be submitted along with the bid.	The request is accepted. The bidder has to submit the item wise (cost of RfS and processing fees) UTR number in an envelope at the time of bid submission in envelope. The submission of online fees shall be sole responsibility of the bidder.	
	Bid Submission date	Request you to extend the bid deadline in order to provide at least a week after issuing the clarifications/ amendments.	The request is considered and the bid submission date is extended to 12.12.2019.	
2	Clause 1.2.3 of RfS	In case of import of energy during a month for Intra-State projects, the successful bidder shall be required to make payment to MSEDCL at the prevailing tariff for the particular category	We request MSEDCL to allow net-metering of solar PV projects. We understand that as per RfS documents solar projects are put in HT Industry category and is eligible to apply net metering as per Maharashtra	The request is not accepted and the bidder has to adhere to RfS conditions only.

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		which is applicable to Solar Power Projects as determined by MERC from time to time. At present the applicable tariff is HT Industry Tariff.	Electricity Regulatory Commission (Net Metering for Roof-top Solar Photo Voltaic Systems) (First Amendment) Regulations, 2017 & Maharashtra Electricity Regulatory Commission (Net Metering for Roof-top Solar Photo Voltaic Systems) Regulations, 2015. It will be an additional and time consuming process to be adopted by the Solar Power Developer as well as MSEDCL and will be a waste of efforts of both parties to obtain the result which can be incorporated in the contract documents as the regulations allow the same.	
3	Definitions (RFS & PPA)	RFS) "Contracted Capacity" shall mean the capacity (in MW AC) contracted with MSEDCL for supply by the successful bidder at the Delivery Point from the Solar Power Project. (PPA) "Contracted Capacity" means the AC capacity of the project at the generating terminal(s) and contracted with MSEDCL for supply from the Solar Power Project which shall be equal to.....(Insert MW).	The Definition of Contracted Capacity in RfS (@ delivery point) is contradicting with definition given in PPA (@ generating terminals).	The definition as per RfS will prevail in PPA also which is as under: "Contracted Capacity" shall mean the capacity (in MW AC) contracted with MSEDCL for supply by the successful bidder at the Delivery Point from the Solar Power Project.
4	Article 1 Definition of Business Day"	"Business Day" shall mean a Day other than Sunday or a statutory holiday on which banks remain open for business in Vadodara.	We request to amend the definition as suggested "Business Day" shall mean a Day other than Sunday or a statutory holiday on which banks remain open for business in Maharashtra.	The request is accepted.
5	Article 1 Definition of "Delivered Energy"	"Delivered Energy" means the kilowatt hours of Electricity actually fed and measured by the energy meters at the Delivery Point and as certified by SLDC/DISCOM authorities.	We request to amend the definition as suggested "Delivered Energy" means the kilowatt hours of Electricity actually fed and measured by the energy meters at the Delivery Point and as certified by SLDC/DISCOM authorities. In case of	The request is not accepted. The Bidder has to adhere with RFS provisions only.

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			<p>net import of energy during a month, the Power Producer shall be required to make payment to MSEDCL at the rate of HT Industrial Tariff as determined by MERC from time to time. In case of net export of energy during a month, the Power Producer shall be eligible for the receiving agreed tariff from MSEDCL for such net delivered energy.</p> <p>Rationale: We understand that as per RfS documents solar projects are put in HT Industry category and is eligible to apply net metering as per Maharashtra Electricity Regulatory Commission (Net Metering for Roof-top Solar Photo Voltaic Systems) (First Amendment) Regulations, 2017 & Maharashtra Electricity Regulatory Commission (Net Metering for Roof-top Solar Photo Voltaic Systems) Regulations, 2015. It will be an additional and time consuming process to be adopted by the Solar Power Developer as well as MSEDCL and will be a waste of efforts of both parties to obtain the result which can be incorporated in the contract documents as the regulations allow the same.</p>	
6	Article 1 Definition of "Project"	<p>"Project" shall mean a Solar Photovoltaic Grid Interactive Power Station to be established by the Power Producer at -----, Dist:----- in the ----- State comprising of number of units at single/multiple locations, aggregating to capacity of -----MW and shall include land, buildings, plant, machinery, ancillary equipment, material, switch- gear, transformers, protection equipment and the like necessary to deliver the Electricity generated to MSEDCL at the Delivery Point.</p>	<p>We request to amend the definition as suggested "Project" shall mean a Solar Photovoltaic Grid Interactive Power Station to be established by the Power Producer at -----, Dist:----- in the ----- State comprising of number the location details specified as per Schedule 6 comprising of _number of units at single/multiple locations, aggregating to capacity of -----MW and shall include land, buildings, plant, machinery, ancillary equipment, material, switch- gear, transformers, protection equipment and the like necessary to deliver the Electricity generated to MSEDCL at the Delivery Point.</p>	<p>In case of single bid wherein projects might be installed at multiple locations, mentioning the names of the locations will be required. The same can be mentioned in separate Schedule. Hence the request is accepted.</p>

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7	Article 1 Definition of "Project Site"	"Project Site" means any and all parcels of real property, rights-of-way, easements and access roads located at Village- , Taluka- , District- State, upon which the Project and its related infrastructure will be located.	We request to amend the definition as suggested "Project Site" means any and all parcels of real property, rights-of-way, easements and access roads located at Village- , Taluka- , District- State, the location details specified as per Schedule 6, upon which the Project and its related infrastructure will be located.	The request is accepted and the definition is amended as under: "Project Site" means any and all parcels of real property, rights-of-way, easements and access roads located at Village- , Taluka- , District- State, the location details specified as per Schedule 6, upon which the Project and its related infrastructure will be located.
8	Article 1 Definition of "Voltage of Delivery"	"Voltage of Delivery" means the voltage at which the Electricity generated by the Project is required to be delivered to the MSEDCL and shall beKV.	We request to amend the definition as suggested "Voltage of Delivery" means the voltage at which the Electricity generated by the Project is required to be delivered to the MSEDCL and shall be 33 kV or above.	The request is not accepted. The Voltage of Delivery will be as per the voltage at the Delivery Point.
9	Definitions (RFS & PPA)	Metering point/ Delivering point/ Interconnection point	The metering point/ Delivering point/ Interconnection point for the project should be at the LV side and not HV side.	The request is accepted. Accordingly, the definition of Delivery Point is revised as under:
10	Section 2 of RfS / Article 1 Of PPA	"Delivery Point" shall mean the point(s) of connection(s) at which energy is delivered into the Grid System: For new intra - state projects, metering shall be at the HV side of pooling substation of MSEDCL/MSETCL.	As per MSEDCL's procedure for grid connectivity; grid connectivity upto 10 MW shall be granted to MSEDCL substations. But in case of projects above 10 MW capacity, it is economically not feasible to inject power at HV side of substation. Even as per MSETCL grid connectivity procedure ,MSETCL has issued grid connectivity for certain Mahhagenco's proposed Solar power projects (at single location capacity less than 100 MW) to evacuate power at LV side of nearest MSETCL Substation. Considering above we request you to change the definitions as below. For new Intra-state projects "Interconnection Point / Delivery point/ Metering point": a) For new intra - state projects upto 100 MW (at single location), it shall be at the LV side of nearest pooling substation of MSEDCL/MSETCL.	"Delivery Point " , shall be defined as follows: <ul style="list-style-type: none"> • For existing intra-state projects metering shall be at the existing metering point(s). • For new intra-state projects, metering shall be at the LV side of pooling substation of MSEDCL/MSETCL. The Metering Point, which is the point at which energy supplied to the Procurer shall be measured, shall be low voltage busbar of the STU/ DISCOM substation. In case of solar parks, the metering point is the final evacuation STU/ DISCOM substation

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11			b) For projects above 100 MW (at single location) , it shall be at the HV side of pooling substation of MSEDCL/MSETCL"	with which the internal transmission from all the pooling substations is connected. All expenses including wheeling charges and losses between the Project and the Metering Point shall be paid by the Solar Power Generators without any reimbursement by the Procurer. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by the Procurer.
			<p>We request to amend the definition as suggested- “Delivery Point” shall mean the point(s) of connection(s) at which energy is delivered into the Grid System:- For existing intra - state projects, metering shall be at the existing metering point(s).- For new intra - state projects, it shall be at the HV side receiving end of pooling substation of MSEDCL/MSETCL, ie; 33kv or above.</p> <p>Rationale: It needs to be clarified that evacuation/interconnection at 33 kV is allowed. If we consider a 132/33 kV GSS and the Solar Power Developer is evacuating at 33 kV then as per current definition the interconnection point will be on the HV side/132 kV side of MSETCL/MSEDCL GSS and the transformer losses of MSETCL/MSEDCL will come in account of the Solar Power Developer which seems to be contradicting to other provisions of the RfS.</p>	
12		“Interconnection Point”; shall mean the point(s) of connection(s) at which the project is connected to the grid: For new intra - state projects, it shall be at the HV side of pooling substation of MSEDCL/MSETCL.	We request to amend the definition as suggested “Interconnection Point” shall mean the point(s) of connection(s) at which the project is connected to the grid: - For existing intra - state projects, it shall be at the existing interconnection point(s). - For new intra - state projects, it shall be at the HV side receiving end of pooling substation of MSEDCL/MSETCL, i.e; 33kv or above.	
13		“Metering Point”; For existing intra - state projects, metering shall be at the existing	We request to amend the definition as suggested- “Metering Point”; For existing intra - state projects,	

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		metering point(s); For new intra - state projects, metering shall be at the HV side of pooling substation of MSEDCL/MSETCL;	metering shall be at the existing metering point(s); For new intra - state projects, metering shall be at the HV side receiving end of pooling substation of MSEDCL/MSETCL, i. e.; 33kv or above. Rationale: It needs to be clarified that metering at 33 kV is allowed. If we consider a 132/33 kV GSS and the Solar Power Developer is evacuating at 33 kV then as per current definition the metering point will be on the HV side/132 kV side of MSETCL/MSEDCL GSS and the transformer losses of MSETCL/MSEDCL will come in account of the Solar Power Developer which seems to be contradicting to other provisions of the RfS.	
14	3.2	The minimum project capacity shall be 5 MW at single location with minimum bid capacity of 50 MW	Please confirm that configuration of project can be changed till financial closure.	Request is accepted subject to minimum capacity of project as per clause No. 3.2 (2) of RfS as under: <i>Minimum Capacity of Project:</i> <i>The minimum project capacity shall be 5 MW at single location with minimum bid capacity of 50 MW.</i>
15	Section 3.3 Project Scope of RfS:		We request that Evidence of clear possession of required land along with the documentary evidences should be allowed to be submitted at the time of commissioning of the project and change of location should not be restricted to once. We request to amend in line with Amendments to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects No. 283/57/2018-GRID SOLAR - dated 22.10.2019.	The provisions as stipulated in Amendments to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects No. 283/57/2018-GRID SOLAR - dated 22.10.2019 shall prevail which states as under: <i>"Land acquisition: Submission of documents/Lease Agreement to establish possession/right to use 100% (hundred per cent) of the required land in the name of the Solar Power Generator for a period</i>

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				<i>not less than the complete term of the PPA, on or before the Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or Procurer, in case of default of the Solar Power Generator."</i>
16	3.7.5 (RFS)	The successful bidder shall not be entitled to deemed generation in case of any delay in grant of connectivity.	If the Successful Bidder has completed the project as per agreed time-line, yet the project commissioning gets delayed due to delay in grant of connectivity/operationalization of connectivity/open access, beyond the Bidder's control, the Bidder should be entitled to deemed generation.	The request is not accepted. The bidder has to adhere with RfS provisions.
17	3.9 iv and 3.11 RfS	The successful bidders are required to sign PPA with the MSEDCL within 30 days after the date of issue of LoA.	Please link the PPA signing date after the MERC tariff adoption instead of issue of LOA. Based on the bidders' experience, the adoption of tariff takes considerable time and MSEDCL signs the PPA within 30 days from this MERC approval. Also keeping in view, the amendments of the standard bidding guidelines by MNRE, in case, the Appropriate Commission does not decide upon the same within 60 days of such submission, the tariffs shall be deemed to be have been adopted by the Appropriate Commission.	The PPA shall be signed within one month from the date of issue of LoA subject to adoption of tariff by Hon'ble MERC.
18	3.9 (v) (RFS)	An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Solar Power Generator, on payment of penalty of Rs. 10000/- per day per MW (excluding 18% GST. If applicable).	We request you to reduce the payment of penalty; it should be Rs. 1,000/MW/Day as per other ongoing SECI/NTPC standard bid.	The request is not accepted, as the provision of RfS is in line with MoP guidelines. The bidder shall adhere to the conditions of RfS only.
19	Clause 3.12.1 of RfS and	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	We request to amend the CUF clause as suggested: The power producer will declare the CUF of their project at the time of PPA and will be allowed to	The request not accepted. The bidder has to adhere to PPA condition.

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	Article 5.5.1 of PPA Criteria for generation :	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 non-availability for evacuation which is beyond the control of the developer.	revise the same only once at the time of first anniversary of the project i.e. on completion of 1 year from COD. Such revision of the CUF shall be done within 1 month of completion of 1 (one) year from COD and no such revision shall be allowed thereafter. The declared CUF shall in no case be less than 19% over a contract year. They 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, 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 lower limit will, however, be relaxable by MSEDCL to the extent of grid non-availability for evacuation which is beyond the control of the developer. Rationale: Solar generation is highly variable and based upon the insolation levels which vary year on year also the solar PV modules degrade upto 20% in their useful life. Considering these aspects we propose the clause as adopted by other state and central agencies for solar projects.	
20	3.12.4 and 5.5.4 (PPA)	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.	Please clarify "six months" clause. The Developer shall be allowed to repower during the PPA within the limit of CUF range laid down in PPA.	The Generator can avail the period of 6 months cumulatively in multiple times during PPA.
21	Clause 3.13 of RfS Financial Closure or Project Financing Arrangements:		We request that Evidence of clear possession of required land along with the documentary evidences should be allowed to be submitted at the time of commissioning of the project in line with Amendments to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects No. 283/57/2018-GRID SOLAR - dated	The request shall be considered as per MNRE amendment to guidelines dated 22.10.2019 which are reproduced as follows: <i>"Land acquisition: Submission of documents/Lease Agreement to establish possession/right to use 100% (hundred per cent) of the required land in the name</i>

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			22.10.2019.	<i>of the Solar Power Generator for a period not less than the complete term of the PPA, on or before the Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or Procurer, in case of default of the Solar Power Generator."</i>
22	3.16 (ii) (RFS)	The successful bidder, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 3 (three) years from the COD, except with the prior approval of MSEDCL. However, in case the Project is being set up by a Public Limited Company, this condition will not be applicable.	Request you to reduce the equity lock-in period to 1 year	No change. The existing provision of the RfS document shall prevail. It is as per the MoP guidelines.
23	Clause 3.18 (2) of RfSThe USD - INR exchange rate shall be considered as the corresponding Telegraphic Transfer (TT) buying rate specified by SBI 7 days before the last date of submission of bid.	We request to consider RBI exchange rate as we don't have account with SBI and RBI data is publically available to everyone. The USD - INR exchange rate shall be considered as the corresponding rate specified by RBI on their website 7 days before the last date of submission of bid.	The request is accepted. If the data is provided by the bidder in USD, equivalent Indian Rupees of net worth and other financial parameters will be calculated by the bidder using RBIs reference rates prevailing on the date of closing of the accounts for the respective financial year.
24	Clause no.3.13 of RfS Financial Closure or Project FinancingAccordingly, the successful bidder shall furnish the following documents at the time of reporting Financial Closurec) Evidence of clear possession of required land along with the following documentary evidences,i) Ownership right or lease hold rights or right to use	Keeping in view the amendments to the bidding guidelines by MNRE, we request MSEDCL to consider submission of documents/Lease Agreement to establish possession/right to use 100% of the required land on or before the Scheduled Commissioning Date (SCD).	The request is considered in line with MNRE amended guidelines dated 22.10.2019. <i>"Land acquisition: Submission of documents/Lease Agreement to establish possession/right to use 100% (hundred</i>
25			We request that Evidence of clear possession of	

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	Arrangements:	from state nodal agency for entire duration of the project in the name of successful bidder and possession of 100% of the area required for the project. The land used from the project on lease hold basis or right to use basis will be accepted in case of both government land and private land. Where, leasing of private land is involved, the lease should allow transfer of land to the Procurer, in case of default of the Solar Power Generator.	required land along with the documentary evidences should be allowed to be submitted at the time of commissioning of the project in line with Amendments to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects No. 283/57/2018-GRID SOLAR - dated 22.10.2019.	<i>per cent) of the required land in the name of the Solar Power Generator for a period not less than the complete term of the PPA, on or before the Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or Procurer, in case of default of the Solar Power Generator."</i>
26	Article 2.1 Definition of "Affiliate"	"Affiliate" shall mean a Company that, directly or indirectly, i. controls, or ii. is controlled by, or iii. is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least 26% (twenty-six percent) of the voting rights/ paid up share capital of the other Company;	Can Affiliate be a foreign company? Request you that please do not link "Affiliate" with the definition of company as per Company Act 2013 or 1956 as "Affiliate" can be foreign company incorporated outside of India.	In case of foreign company is selected as the successful bidder, it shall comply with all the laws and provisions related to foreign direct investment in India.
27	2.1 Definition of "Company"	"Company" shall mean a body incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable	We request to amend the definition as suggested. As participation of foreign bidders is allowed, also as an Indian bidder can utilize the credentials of a foreign affiliate/parent to participate in the bid.	
28	2.1 Definition of "Commercial Operation Date (COD)"	" Commercial Operation Date " with respect to the Project / Unit shall mean the date on which the Project/ Unit is commissioned (certified by SLDC/DISCOM) and available for commercial operation and such date as specified in a written notice given at least 30 days in advance by the Solar Power	We request to amend the definition of COD as part commissioning is allowed. "Commercial Operation Date "with respect to the Project / Unit shall mean the date on which the Project/ Unit is commissioned with part/full capacity(certified by SLDC/DISCOM) and available for commercial operation and such date as specified in a written notice given at least 30 days in advance	The request is not accepted. The existing provision of RfS document shall prevail.

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		Producer to MSEDCL.”	by the Successful Bidder to MSEDCL.”	
29	Article-3 ; Clause No. 3.2 of PPA	Obligation of MSEDCL	Clause may please be incorporated in Obligation of MSEDCL: MSEDCL shall develop /augment evacuation infrastructure beyond Interconnection Point if required; 2 months before completion of the project.	The request is not considered. The injection of power into grid shall be the responsibility of bidder / project holder.
30	3.4.3 (PPA)	“... However, if the plant is ready but necessary evacuation is not ready on Schedule Commercial operation date, the generation loss shall be calculated considering the normative CUF of 19%. Corresponding to this generation loss, considering the excess generation by the generator in the succeeding 3 (three) Contract Years, shall be procured by MSEDCL at the PPA tariff so as to offset this loss...”	In case of delay in operationalization of connectivity, we request you to extend the SCD to a date 30 days beyond the date on which the actual connectivity/open access is established. In case the project developer is unable to obtain connectivity within deadline and it is established that the project developer has complied with the complete application formalities and has adhered to the applicable Procedure in this regard as notified by the STU, the Scheduled Commissioning Date for the Project should be extended for a period up to 1 year from the SCD, to allow the project developer to apply for fresh connectivity at a separate substation.	The request is not accepted. The Grid connectivity shall be responsibility of bidder. The bidder shall choose the location of the project considering the grid connectivity availability upto Financial closure.
31	Article 3: Clause 3.11 (1) of RfS		We request MSEDCL to execute a single PPA for the cumulative capacity offeredA single PPA shall be executed between MSEDCL and the selected bidder for each project cumulative capacity offered by the bidder..... This will help bidders to install projects at different locations with different capacities as per land availability subjected to a minimum project size of 5 MW and the entire project locations can be mentioned in a schedule/annexure to the PPA. If we commit project sizes now and later during	The request is considered. As per RfS clause no. 3.11 (1), a single PPA shall be executed between MSEDCL and the selected bidder (s) for each project/each bid.

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			procurement of land we some issues it will be difficult to change project size or identify new land, hence such flexibility will allow bidders to install the projects as per ready availability of land and connectivity of GSS.	
32	Article 4 ; Clause No.4.1.6 of PPA	Part commissioning: The part commissioning of the project may be accepted by MSEDCL subject to the condition that minimum capacity for acceptance of first and subsequent part commissioning shall be 50 MW.	As per RfS document, Section-3, Clause no 3.2, Minimum Bid Capacity for Project is 50MW with project capacity of 5MW at single location. As minimum bid capacity is 50MW, minimum capacity for acceptance of first & subsequent part commissioning shall be 20MW instead of 50 MW. We request to amend the minimum capacity of part-commissioning to 10 MW:	The part Commissioning shall be considered in following cases. A) In case of project at multiple locations under same bid, the commissioning of full capacity at single location or 5 MW & above B) For the bid/project at single location, the 50% of contracted/awarded AC capacity on the basis of CUF declared in PPA
33	Article-4; Clause no.4.2.4 of PPA	Performance Bank Guarantee: MSEDCL shall release the Performance Bank Guarantee upon successful commissioning of full contracted capacity after adjusting Liquidated Damages (if any) as per Article 3.3.	Clause may be modified as : MSEDCL shall release the Performance Bank Guarantee upon successful commissioning of full contracted capacity after adjusting Liquidated Damages (if any) as per Article 3.3 within 30 days.	The request is not accepted. The existing provisions of the PPA document shall prevail.
34	Article 5: Clause No. 5.5.3 of PPA	“...In case the Procurer purchases the excess generation, excess generation over and above 10% of declared annual CUF, the same may be done at 75% of the PPA tariff...”	For cases of a better price offer by a third party for the over and above 10% generated power, the Solar Power Producer should be given an option for selling the power to the third party.	The request is not accepted. The existing provisions of the PPA document shall prevail.

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35	Article 5.7. Generation compensation due to Backed Down:	<p>Generation Compensation due to Backed Down:</p> <p>The solar power producer shall follow the forecasting and scheduling process as per CERC/MERC regulations as amended from time to time. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of “must-run” to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In case such eventuality of Backdown arises, except for the cases where the back down is on account of events like consideration of grid security/ an emergency in STU's / Discom's evacuation system for safe operation of its Grid or safety of any personnel or the other such condition, the Power Producer shall suitably back down their generation.</p> <p>In case of backing down situation, the power producer will be eligible for Minimum Generation Compensation from Procurer/MSEDCL after receipt of State Energy Account or any other relevant documents certified by MSEDCL/SLDC as under:</p> <p>Duration of Back down Minimum Generation Compensation Hours of backdown during monthly billing</p>	<p>We request to amend the clause as suggested:The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), provides for encourages a status of “must-run” to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In case such eventuality of Backdown arises, including non-dispatch of power due to non-compliance with “Order No. 23/22/2019-R&R dated 28.06.2019 of Ministry of Power regarding Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees” and any clarifications or amendment thereto, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Power Producer shall suitably back down their generation.....</p>	<p>The clause is revised in line with amended MoP guidelines dated 22.10.2019 as under:</p> <p><i>(a). The Solar Power Generator and the Procurer shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), provides for status of “must-run” to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In case such eventuality of Backdown arises, including non-dispatch of power due to non-compliance with “Order No. 23/22/2019-R&R dated 28.06.2019 of Ministry of Power regarding Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees” and any clarifications or amendment thereto, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Solar Power Generator shall be eligible for a Minimum Generation Compensation, from the Procurer, in the manner detailed below.</i></p>

Sr. No	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply				
		<p>cycle Minimum Generation Compensation = 50% of (Average Generation per hour during the month) x (number of backdown hours during the month) x PPA tariff</p> <p>Where, Average Generation per hour during the month(kWh) = Total generation in the month(kwh)/Total hours of generation in the month</p> <p>The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA) or any other relevant documents certified by MSEDCL/SLDC.</p> <p>It is clarified that Article 5.7 shall not be applicable, if in future, Merit Order Despatch is made applicable to generation from renewable sources; from Solar power project in this case.</p>		<table border="1"> <thead> <tr> <th data-bbox="1535 342 1787 443">Duration of Backdown</th> <th data-bbox="1787 342 2041 443">Provision for Generation Compensation</th> </tr> </thead> <tbody> <tr> <td data-bbox="1535 443 1787 1232">Hours of Backdown during a monthly billing cycle</td> <td data-bbox="1787 443 2041 1232"> Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) x (number of backdown hours during the month) x PPA Tariff] Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month </td> </tr> </tbody> </table>	Duration of Backdown	Provision for Generation Compensation	Hours of Backdown during a monthly billing cycle	Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) x (number of backdown hours during the month) x PPA Tariff] Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month
Duration of Backdown	Provision for Generation Compensation							
Hours of Backdown during a monthly billing cycle	Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) x (number of backdown hours during the month) x PPA Tariff] Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month							
36	Article 5.7 of PPA: Generation Compensation due to Backed Down		<p>Developer shall be compensated for 100% energy due to backdown hence in formula 50% shall be replaced by 100%.</p> <p>We request to amend in line with Amendments to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects No. 283/57/2018-GRID SOLAR - dated 22.10.2019 as under: Minimum Generation Compensation = 100% of</p>	<p>(b)The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA). No Trading Margin shall be applicable on</p>				

Sr. No.	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
			(Average Generation per hour during the month) x (number of backdown hours during the month) x PPA tariff	<p><i>this Generation Compensation. Possible conditions for exclusion of Generation Compensation, on account of Backdown purposes, shall be clearly specified in the RfS and the PPA.</i></p> <p><i>(c)No back-down / curtailment to be ordered without giving formal/ written instruction for the same.</i></p> <p><i>(d)The details of back-down / curtailment, including justifications for such curtailment, to be made public by the concerned Load Dispatch Centre."</i></p>
37	Article 5.7. Generation compensation due to Backed Down:		<p>It is clarified that Article 5.7 shall not be applicable, if in future; Merit Order Despatch is made applicable to generation from renewable sources; from Solar power project in this case. As per our understanding Merit Order dispatch is applicable to generation projects where the tariff is divided into fixed cost and variable cost but in Solar PV projects there is no variable component in the tariff and the entire cost is fixed cost hence such clause should not be incorporated in the contract as it may have serious implications.</p> <p>Rationale: We request to amend in line with Amendments to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects No. 283/57/2018-GRID SOLAR - dated 22.10.2019.</p>	The request is not accepted. The said provision is subjected to the notifications and regulatory provisions in future.

Sr. No.	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
38	Article-6; Clause No. 6.1,6.2,6.4 of PPA	Billing provision / payment / Rebate: MSEDCL shall make payment of the amounts due in Indian Rupees within thirty (30) days from the date of receipt of the Tariff Invoice by the designated office of the MSEDCL.	<p>Clause may be modified as : 6.2) MSEDCL shall make payment of the amounts due in Indian Rupees within Fifteen (15) days from the date of receipt of the Tariff Invoice by the designated office of the MSEDCL.</p> <p>6.4 a) A rebate of 1% shall be payable to MSEDCL for the payments made within a period of 10 days of the presentation of Tariff Invoice by modes as mentioned in Article 6.3 along with required supporting documents at MSEDCL office. No rebate shall be applicable for payment beyond 10 days of the presentation of Tariff Invoice.</p>	The request is not accepted. The existing provisions of the PPA document shall prevail.
			Supplementary bill clause may please be incorporated in the article 6. Payment of supplementary bill shall be at the terms of payment for Monthly bill. The late payment charge for the supplementary bill also be incorporated in the PPA.	The request is not accepted. The existing provisions of the PPA document shall prevail.
39	Article 6: Clause 6.5 of PPA	Payment Security	<p>Keeping in view the amendments to the bidding guidelines by MNRE, we request MSEDCL to introduce the following clause in the Payment Security clause:</p> <p>State Government Guarantee, in a legally enforceable form, such that there is adequate security, both in terms of payment of energy charges and termination compensation if any. [for the purpose of this clause, the Tri-Partite Agreement (TPA) signed between Reserve Bank of India, Central Government and State Government shall qualify as State Government Guarantee covering the security for payment of energy charges]. The Intermediary Procurer shall ensure that upon invoking this guarantee, it shall at once, pass on the same to the Solar Power Generator, to</p>	The request is not accepted. The existing provisions of the PPA document shall prevail.

Sr. No	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
			the extent the payments to the Solar Power Generator in terms of the PPA are due. Provided that in cases where the End procurer is neither covered by Tri-Partite Agreement (TPA) nor is able to provide the State Government Guarantee, the following, shall be adopted: Provision for payment of additional risk premium of Rs 0.10/kWh, by End Procurer to the Intermediary Procurer, and to be credited to the payment security fund maintained by the Intermediary Procurer, to meet such exigencies.	
		Payment security : c) ii) 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 month average billing of previous contract year.	Clause may be modified as: The amount of the Letter of Credit shall be equal to Two month's projected payments during first contract year and thereafter during each contract year, the amount of Letter of Credit shall be equal to Two months average billing of previous contract year.	The request is not considered.
		iii). The MSEDCL shall replenish the Letter of Credit to bring it to the original amount within 30 days in case of any valid	The MSEDCL shall replenish the Letter of Credit to bring it to the original amount within 10 days in case of any valid drawdown.	The request is not considered.
40	Article 8.1.(xi)	Force Majeure Events	We request to explain what is meant by "statistical measure" and also request to reduce the data requirement to 50 Yrs. Exceptionally adverse weather condition which are in excess of the statistical measure of the last fifty (50) years. Rationale: 100 yrs data is not available with IMD and other data monitoring agencies for site across India. Also procuring such data is also a financial burden on the bidder who is already suffering from a loss due to force majeure event.	The relevant clauses of Force Majeure are modified in line with notification No. 283/57/2018-GRID SOLAR - dated 22.10.2019. "5.4. Force Majeure 5.4.1. Definition of Force Majeure: A 'Force Majeure' (FM) would mean one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof, that wholly or
41	Article 8: Clause	Available relief for a Force Majeure event :	Clause may please be included in "Available relief for a Force Majeure event "	

Sr. No	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
	no.8.2 of PPA		<p>In the event that the Seller is prevented from performing its obligations under Article 3 by the Scheduled Commissioning Date, if applicable due to:</p> <p>a) any Purchaser Event of Default; or</p> <p>b) Force Majeure Events affecting Purchaser, or</p> <p>c) Force Majeure Events affecting the Seller, the Scheduled Commissioning Date and the Expiry Date shall be deferred, for a reasonable period as mutually agreed both the parties, to permit the Seller or Purchaser through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the Seller or Purchaser, or till such time such Event of Default is rectified by Purchaser.</p>	<p>partly prevents or unavoidably delays the performance by the Party (the Affected Party) of its obligations under the relevant Power Purchase Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices.</p> <p>5.4.2. Categorisation of Force Majeure Events:</p> <p>5.4.2.1. Natural Force Majeure Event</p> <p>a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if it is declared / notified by the competent state / central authority / agency (as applicable), or verified to the satisfaction of Procurer;</p> <p>b) radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or</p>

Sr. No.	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
				<p>radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party;</p> <p>c) the discovery of geological conditions, toxic contamination or archaeological remains on the Project land that could not reasonably have been expected to be discovered through an inspection of the Project land; or</p> <p>d) any event or circumstances of a nature analogous to any of the foregoing.</p> <p>5.4.2.2. Non-Natural Force Majeure Event a) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; b) nation/state-wide strike, lockout, boycotts or other industrial disputes which are not directly and solely attributable to the actions of the Affected Party, but does not include strike or labour unrest limited to the Affected Party or its contractors; c) nationalisation or any compulsory acquisition by any Indian Governmental Instrumentality/ State Government in national interest or expropriation of any material Project assets or rights of the Generator, as a result of which the</p>

Sr. No.	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
				<p>Generator or its shareholders are deprived (wholly or partly) of their rights or entitlements under the Power Purchase Agreement. Provided that such action does not constitute remedies or sanctions lawfully exercised by the Procurer or any other Government Authority as a result of any breach of any of the Applicable Laws or the Applicable Permits by the Generator or the Generator related parties;</p> <p>d) action of a Government Authority having Material Adverse Effect including but not limited to change in law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Clause 5.7 of these Guidelines; any unlawful or unauthorised or without jurisdiction revocation of, or delay in, or refusal, or failure to renew or grant without valid cause, any Permits of the Generator or any of the clearance, licence, authorization to be obtained by the Contractors to perform their respective obligations under the relevant PPA and/or the Project Documents; provided that such delay, modification, denial, refusal or revocation did not result from the Generator's or any Contractors inability or failure to comply with any condition relating to grant, maintenance or renewal of such Permits or clearance, licence, authorization, as the case may</p>

Sr. No	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
				<p>be. Clarification: The phrase "Change in Law" would include changes brought out through change in Law, Rules, Regulations or orders of competent authorities.</p> <p>5.4.3. Force Majeure Exclusions: 5.4.3.1. Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure: a) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project; b) Delay in the performance of any contractor, sub-contractor or their agents; c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment; d) Strikes at the facilities of the Affected Party; e) Insufficiency of finances or funds or the agreement becoming onerous to perform; and f) Non-performance caused by, or connected with, the Affected Party's: i. Negligent or intentional acts, errors or omissions;</p>

Sr. No.	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
				<p>ii. Failure to comply with an Indian Law; or iii. Breach of, or default under this Agreement.</p> <p>5.4.4. Notification of Force Majeure Event</p> <p>5.4.4.1. The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.</p> <p>5.4.4.2. Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under the PPA. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures</p>

Sr. No.	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
				<p>proposed. The Affected Party shall give the other Party regular (and not less than weekly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.</p> <p>5.4.4.3. The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under the PPA, as soon as practicable after becoming aware of each of these cessations.</p> <p>5.4.5 Performance Excused</p> <p>5.4.5.1. The Affected Party, to the extent rendered unable to perform its obligations or part of the obligation thereof under the PPA as a consequence of the Force Majeure Event, shall be excused from performance of the obligations, provided that the period shall not exceed 180 (one hundred and eighty) Days from the date of issuance of the FM Notice. The Parties may mutually agree to extend the period for which performance is excused due to a Force Majeure Event.</p>

Sr. No.	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
				<p>5.4.5.2. For the time period, as mutually agreed by the Parties, during which the performance shall be excused, the generator shall be entitled for a day to day extension of the period provided for Financial Closure or Scheduled Commissioning Period or the PPA period, as the case may be.</p> <p>5.4.5.3. Provided always that a Party shall be excused from performance only to the extent reasonably warranted by the Force Majeure Event.</p> <p>5.4.5.4. Provided further that, nothing shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.</p> <p>5.4.6. No Liability for Other Losses</p> <p>Save as otherwise provided in these Guidelines, no Party shall be liable in any manner, whatsoever, to the other Parties in respect of any Loss relating to or arising out of the occurrence or existence of any Force Majeure Event.</p> <p>5.4.7. Resumption of Performance</p> <p>During the period that a Force Majeure Event is subsisting, the Affected Party shall, in consultation with the other</p>

Sr. No.	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
				<p>Parties, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under the PPA. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall notify other Parties of the same in writing. The other Parties shall afford all reasonable assistance to the Affected Party in this regard.</p> <p>5.4.8. Termination Due to Force Majeure Event</p> <p>5.4.8.1. Termination due to Natural Force Majeure Event</p> <p>a) If, prior to the completion of the 180 (one hundred and eighty) Day period (or any extended period) for a Natural Force Majeure Event commencing from the date of issuance of the Force Majeure Notice, the Parties are of the reasonable view that a Natural Force Majeure Event is likely to continue beyond such 180 (one hundred and eighty) Day period or any extended period agreed in pursuance of Article 5.4.5 (Performance Excused); or that it is uneconomic or impractical to restore the affected Unit, then the Parties may mutually decide to terminate the PPA,</p>

Sr. No.	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
				<p>and the termination shall take effect from the date on which such decision is taken.</p> <p>b) Without prejudice to the provisions of Article 5.4.8.1(a) above, the Affected Party shall, after the expiry of the period of 180 (one hundred and eighty) Days or any other mutually extended period, be entitled to forthwith terminate the PPA in its sole discretion by issuing a notice to that effect.</p> <p>c) On termination of the PPA pursuant to Article 5.4.8.1(b):</p> <p>(i) no Termination Compensation shall be payable to the generator.</p> <p>(ii) the Generator shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event.</p> <p>5.4.8.2. Termination due to Non-Natural Force Majeure Event</p> <p>a) Upon occurrence of a Non-Natural Force Majeure Event, the Generator shall, at its discretion, have the right to terminate the PPA forthwith after the completion of the period of 180 (one hundred and eighty) Days from the date of the Force Majeure Notice.</p>

Sr. No	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
				<p>b) Notwithstanding anything in Article 5.4.6, on termination of the PPA pursuant to Article 5.4.8.2(a):</p> <p>(i) the Procurer shall pay to the Generator, 'Force Majeure Termination Compensation' equivalent to the amount of the Debt Due and the 110% (one hundred and ten per cent) of the Adjusted Equity, as defined in these Guidelines, and takeover the Project assets.</p> <p>(ii) the Generator shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event."</p>
43	Article - 10; Clause No.10.3.4	MSEDCL's Default : a) ii) Failure to pay the monthly and / or supplementary bills beyond 90 days	Clause may please be modifies as : Failure to pay the monthly and / or supplementary bills beyond 90 days after receipt of a valid invoice raised by the Power Producer on MSEDCL.	—
44	Article-10; Clause No.10.4.1	Termination for Power producers default : Upon delivery of the Termination Notice this Agreement shall stand terminated and MSEDCL shall stand discharged of all its obligations. The Power Producer shall have liability to make payment within 30 days from the date of termination notice towards compensation to MSEDCL equivalent to three years billing based on normative Capacity Utilization Factor of	Clause may please be modified as: Upon delivery of the Termination Notice this Agreement shall stand terminated and MSEDCL shall stand discharged of all its obligations. The Power Producer shall have liability to make payment within 30 days from the date of termination notice towards compensation to MSEDCL equivalent to 6 (Six) Months billing based on normative Capacity Utilization Factor of 19%.	The relevant clauses under Article 10: Term, Termination and Default in PPA shall be amended in line with modified provisions under GoI notification No. 283/57/2018-GRID SOLAR - dated 22.10.2019. The same are reproduced as follows: "5.6.2. Procurer Event of Default and the consequences thereof: a) If the Procurer is in default on

Sr. No	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
45	Article-10; Clause No.10.4.2	<p>19%.</p> <p>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 novation is not acceptable to the Solar Power Producer, or if no offer of novation is made by the defaulting procurer within the stipulated period, then the Solar Power Producer may terminate the PPA and at its discretion require the defaulting procurer to either 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.1) 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 or2) pay to the Solar Power Producer, 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 Producer.</p>	<p>Clause may please be modified as :</p> <p>Till expiry of the Suspension Period, MSEDCL will be entitled to cure its default and buy power from the Power Producer. In the event novation is not acceptable to the Solar Power Producer, or if no offer of novation is made by the defaulting procurer within the stipulated period, then the Solar Power Producer may terminate the PPA and at its discretion require the defaulting procurer to either 1) 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 2) pay to the Solar Power Producer, damages, equivalent to 3 (Three) years, or balance PPA period whichever is less, of charges for its contracted capacity with the project assets being retained by the Solar Power Producer. 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.</p>	<p>account of reasons including inter alia failure to pay the monthly and/or supplementary bills within the stipulated time period or repudiation of the PPA, 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.</p> <p>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 110% (one hundred and ten per cent) of the adjusted equity as defined below, less Insurance Cover, if any, 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.</p> <p>c) In the event of termination of PPA, any damages or charges payable to the</p>

Sr. No.	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
				<p>STU/ CTU, for the connectivity of the plant, shall be borne by the Procurer.</p> <p>d) Adjusted Equity means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date;</p> <p>i. On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date;</p> <p>ii. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity");</p> <p>iii. After COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.333% (zero point three threethree percent) thereof at the commencement of each month following the COD</p>

Sr. No	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
				<p>[reduction of 1% (one percent) per quarter of an year] and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date;</p> <p>For the avoidance of doubt, the Adjusted Equity shall, in the event of termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the PPA period is extended, but the revision on account of WPI shall continue to be made.</p> <p>e) Debt Due means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:</p> <p>i. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the 'Principal') but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date;</p> <p>ii. All accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in sub-clause 5.6.2(e)(i) above until the Transfer Date</p>

Sr. No.	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
				<p>but excluding: (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Utility Default, and (iv) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost.</p> <p>Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken.</p> <p>Provided further that the Debt Due, on or after COD, shall in no case exceed 80% (eighty percent) of the Total Project Cost.”</p>
46	General		<p>Request to provide the list of MSEDCL & MSETCL substation with available capacity on each substation for interconnection of solar PV projects. This will help us identify land in suitable areas having connectivity feasibility for solar projects.</p> <p>Please share the list of available substations</p>	<p>MSEDCL will provide a tentative list of substations under the jurisdiction of STU/MSETCL on its website as and when it is made available to MSEDCL.</p>

Sr. No.	Clause No. (RfS/PPA)	Existing Clause	Bidder's Query	MSEDCL Reply
			indicating spare capacity and feasibility of connectivity.	
47	General	To encourage completion and involvement of more players, please fix the maximum capacity by a bidder for bidding should be made 100 MW.	Kindly confirm	The request is not accepted. The bidder has to adhere with RfS provisions.
48	General	Please share the list of solar parks in Maharashtra	Kindly provide	Please refer official website of Solar Energy Corporation of India