

Reply to pre-bid queries pertaining to RIS FOR PURCHASE OF 250 MW FLEXIBLE AND SCHEDULABLE POWER THROUGH COMPETITIVE BIDDING PROCESS FOLLOWED BY E-REVERSE AUCTION FROM GRID CONNECTED RENEWABLE ENERGY SOURCES WITH ENERGY STORAGE FACILITY ON LONG TERM BASIS WITH GREEN SHOE OPTION.					
Sr. No	Rfs/ PPA	Clause No.	Existing Clause	Bidder's Query/Requests	MSEDCL Reply
1	RIS	Definitions	<p>“Delivery Point” shall mean Maharashtra State periphery where the power from the selected Project will be accounted for scheduling and billing.</p> <p>“Inter Connection Point” shall mean the point(s) of connection(s) at which the project is connected to the grid.</p> <p>“Metering Point” shall mean the point at which energy shall be measured and accounted for supply to MSEDCL. Metering shall be at the delivery point of the selected project.</p>	<p>“Inter connection point/ delivery/ metering point” shall mean the point where power from the Project is injected into the identified ISTS Substation / STU substation at Maharashtra state periphery (including the dedicated transmission line connecting the Projects with the substation system). Since there is waiver for ISTS charges, there would not be any concern to MSEDCL.</p> <p>As per the recent Supplementary draft notification regarding First Amendment (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2022 issued by CERC dated 18.08.2022, waiver for ISTS charges is applicable for RE projects and ESS commissioned till 30.06.2025. In such a scenario, there would not be any additional cost implication on MSEDCL for sourcing of power from RE projects including ESS connected to CTU substation outside the state due to waiver of ISTS charges.</p> <p>With the recent CERC sharing regulation amendment suggesting waiver of ISTS charges for projects commissioned till June-2025, we request for change in Delivery Point to ISTS sub-station instead of Maharashtra state periphery.</p>	<p><b>The request is partially accepted.</b></p> <p>The delivery point in case of ISTS connected projects shall be the <u>Western Region periphery</u>. The MSEDCL shall pay for the Scheduled /Delivered Energy as certified by Appropriate authority through REA(Regional Energy Account).</p>
			<p>Non-solar generation hours</p>	<p>Tariff for the Non-Solar generation hours, apart from the mandated 6 Hours of flexible supply, is not defined.</p>	<p>Non-Solar Generation Hours shall mean the any 06 energy scheduling hours between (&amp; including) 00:01 hrs up to 10:00 hrs and between (&amp; including) 18.01 hrs up to 24:00 hrs of the same day; For the purpose of scheduling a 'day' shall commence from 00:00 hrs and end at 24:00 hrs;</p> <p>As mentioned in the above definition, MSEDCL shall be mandated to off-take power in any 06 energy scheduling hours during non-solar generation hours and non-solar generation hour tariff shall be applicable for the same 06 hours.</p>
2	RIS	Definitions	<p>“<b>Delivery Point</b>” shall mean Maharashtra State periphery where the power from the selected Project will be accounted for scheduling and billing. Accordingly:</p> <p><b>For projects located outside Maharashtra (whether connected to CTU or to STU of their home States):</b> Delivery Point shall be Maharashtra State periphery i.e., the point at which the CTU network is connected to the Intra-State Transmission network of Maharashtra. Accordingly, all charges &amp; losses, including the STU transmission charges &amp; losses of the Bidders/ Renewable Energy Project Developer's home State, POC, scheduling / SLDC / RLDC charges, etc. shall be borne by the Bidder / Renewable Energy Project Developer.</p> <p>.....</p>	<p>a) In case ISTS projects, due to various ISTS lines connected to Maharashtra State periphery, Energy settlement at this point may not be possible. May please clarify.</p> <p>b) MSEDCL is requested to kindly consider the delivery point/ Metering point at CTU SS in case of Inter state projects considering the transition of system as per GNA regulation and other CERC regulation.</p> <p>c) Kindly furnish the list of exiting and planned/ under construction STU /DISCOM Sub-stations with margin available for Solar integration to enable us for submitting a competitive bid.</p>	<p>a &amp;b) <b>The request is partially accepted.</b></p> <p>The delivery point in case of ISTS connected projects shall be the <u>Western Region periphery</u>. The MSEDCL shall pay for the Scheduled /Delivered Energy as certified by Appropriate authority through REA(Regional Energy Account).</p> <p>c) The indicative substation list is attached herewith</p>
3	RFS	Definitions	<p>“Contracted Capacity” shall mean the capacity (in MW AC) contracted with MSEDCL for supply of flexible and schedulable power by the successful bidder at the Delivery Point from the respective Renewable Energy Project (Solar, Wind, Hydro or combination thereof) with Energy Storage Facility.”</p> <p>Project Capacity” means the AC capacity in Mega Watt of the project at the generating terminal(s) and to be contracted with MSEDCL for supply from the Renewable Energy Project along with Energy Storage asset.</p>	<p>Please clarify the difference between the “Contracted Capacity” and “Project Capacity”. Definitions of both the terms are referred to as the capacity ‘contracted with MSEDCL’. In case both the terms are representing a same thing, it is requested to use a single definition instead of separate definition</p>	<p>It is to clarify that for all contractual purposes as per the RIS and PPA, “Contracted Capacity” shall mean the connectivity (in MW) granted to the Project by the STU/CTU. Any reference to the terms “Project Capacity” in the tender documents shall refer solely to the Contracted Capacity.</p>
4	RIS	1.3.3	<p>MSEDCL shall exercise the Green-Shoe Option to allocate additional capacity up to 250 MW to the successful bidder if discovered tariff is found economical to MSEDCL. In order to avail the Green-Shoe Option, the successful bidder need to match the lowest discovered tariff (L1 tariff) of this tender corresponding to the Green-Shoe quantity. It would be voluntary for Successful Bidder to opt for green-shoe option. For the avoidance of doubt, capacity allocation under ‘Green Shoe’ shall only be for the successful bidders i.e., bidders winning e-RA.</p>	<p>The capacity allocation in not clear. Will the capacity for green shoe be allocated in proportion to capacity won by successful bidders?</p>	<p><b>The clause is revised as follows:</b></p> <p><i>“1.3.3 MSEDCL shall exercise the Green-Shoe Option to allocate additional capacity up to 250 MW to the successful bidder if discovered tariff is found economical to MSEDCL. In order to avail the Green-Shoe Option, the successful bidder need to match the lowest discovered tariff (L1 tariff) of this tender corresponding to the Green-Shoe quantity. The Successful bidder shall avail the capacity to the extent of their respective quoted capacity or higher quantum (in case of the L1,L2,L3... Successful Bidder does not accept the additional quantum offered under the ‘Green shoe Option’) to the extent of green shoe capacity. It would be voluntary for Successful Bidder(s) to opt for green-shoe option. For the avoidance of doubt, capacity allocation under ‘Green Shoe’ shall only be for the successful bidders i.e., bidders winning e-RA.</i></p> <p><i>The “Green-Shoe Option” shall be indicated in the Letter of Award (LoA) to be issued to the successful bidder post completion of entire tendering activities. The successful bidder shall submit his acceptance for availing the “Green-Shoe Option” maximum within 07 (Seven) days from the date of issuance of LoA. Successful Bidder(s) intending to avail the Green shoe Capacity shall have to meet the eligibility criteria for the capacity intended to be entered into PPA under ‘Green shoe Option’. Successful Bidder(s) shall have to comply with the same by making submissions required in accordance with Clause 3.4 and 3.5 of the RFS within a period of 10 days from the conclusion of the reverse auction.</i></p> <p><i>Post acceptance of capacity under “Green-Shoe Option”, the successful bidder shall submit Performance Bank Guarantee related to the capacity won under “Green-Shoe Option” (in addition to the capacity won previously) in line with the provisions of RFS documents including subsequent amendment and clarification.</i></p> <p><i>The Successful Bidders shall sign separate PPAs for base (awarded) capacity and green shoe capacity.</i></p> <p><i>The terms &amp; conditions as well as obligations &amp; rights of Successful Bidder(s) as well as MSEDCL shall be identical for additional capacity allocated under the ‘Green shoe Option’ as for the base capacity of 250 MW under this RFS.”</i></p>
5	RIS Details of Power procurement	1.4.3	<p>In case of import of energy by the project during a month by the selected project located within Maharashtra state, the successful bidder shall be required to make payment to MSEDCL at prevailing HT Industrial tariff rate or any such tariff as determined by MERC from time to time. The project located in the other state, payment for the start-up/auxiliary power shall be as per the respective state regulations from time to time.</p>	<p>It is requested to allow the following philosophy.</p> <p>1. In case of net import of energy on monthly basis, bidder has to pay as per prevailing HT Tariff.</p> <p>2. In case of net export of energy on monthly basis, billing shall be as per Tariff discovered under the Competitive Bidding</p>	<p><b>The request is not accepted. The RIS condition shall prevail.</b></p>
6	RIS Eligibility criteria	3.5.1(a)	The Net-Worth of the Bidder for the financial year ended on 31.03.2021 ....	The Net-Worth of the Bidder for the financial year ended on 31.03.2021 <b>or 31.03.2022</b> ....	<p><b>The request is accepted.</b> The bidders can use financial credentials based on latest available as on 31.03.2022, if available.</p>
		3.5.1(b)	Bidders shall have to furnish a Certificate from Chartered Accountants, certifying the Net worth per MW of quoted capacity as on 31st March, 2021 or.....	Bidders shall have to furnish a Certificate from Chartered Accountants, certifying the Net worth per MW of quoted capacity as on 31st March, 2021 or <b>31st March 2022</b> .....	
		3.5.2(i)	A minimum annual turnover of INR 1.02 Crores/MW of the quoted capacity during the previous financial year i.e. FY 2020-21.....	A minimum annual turnover of INR 1.02 Crores/MW of the quoted capacity during the previous financial year i.e. FY 2020-21 or <b>FY 2021-22</b> .....	
		3.5.2(ii)	...(PBDIT) shall be at least Rs. 20 Lakhs/MW of the quoted capacity, as on the last date of previous financial year i.e., FY 2020-21.	...(PBDIT) shall be at least Rs. 20 Lakhs/MW of the quoted capacity, as on the last date of previous financial year i.e., FY 2020-21 or <b>FY 2021-22</b> .	
		3.16(10)(vi)	Certified copies of annual audited accounts for the last financial year, i.e. FY 2020-21 .....	Certified copies of annual audited accounts for the last financial year, i.e. FY 2020-21 or <b>FY 2021-22</b> .....	
		3.16(10)(vii)	Certificate from Chartered Accountants, certifying the Net worth of the bidder as per Clause 3.5.1(i) as on 31st March, 2021.....	Certificate from Chartered Accountants, certifying the Net worth of the bidder as per Clause 3.5.1(i) as on 31st March, 2021 or <b>31st March, 2022</b> .....	
			As audited accounts of last FY 21-22 are already available, it is requested to permit the use of financials of FY21-22.		

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7	RIS Repowering	3.10.4	The Renewable Energy Project Developer shall be allowed to repower the project once for a maximum period of six (6) months during the entire PPA term of 25 years. The generator shall not be in default for non-supply of power during this period of repowering	The Renewable Energy Project Developer shall be allowed to repower the project as in when required during the entire PPA term of 25 years. Repowering should not be restricted to only 1 number during 25 year project period.	<b>The request is accepted.</b> The clause 3.10.4 of the RIS and "Repowering" clause of the PPA is revised as follows:  "3.10.4 Repowering: The Renewable Energy Project Developer shall be allowed to repower the project from time to time during the entire PPA term of 25 years. MSEDCL will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) and compensation against change in law for the repowered capacity shall not be allowed. Any excess generation will be dealt as specified in clause 3.11.4 of RIS."
8	RIS	Def & 3.11.2 (iii)	3.11.2 (iii) ----- The MSEDCL shall mandatorily off-take Power during the Non-Solar Generation hours during morning and evening Non-Solar Generation hours with a minimum of 2 hours offtake period.	Please specify morning and evening hours from 18:00 hrs to 10:00 hrs.  Based on the RIS conditions there is a possible scenario, where the offtake is 4 hours in Evening non-solar generation hours of Day-1 and 4 hours in the Morning non-solar generation hours of Day-2. This would mean that a discharge of 8 hours is required in the continuous Non-solar generation period encompassing Day-1 evening and Day-2 morning. Ensuring compliance with such supply scenarios will lead to overstriding (8 hours) of storage just for one specific combination of off-take which shall otherwise remain underutilized.	"MORNING NON-SOLAR GENERATION HOURS" shall mean the energy scheduling hours between (& including) 00:01 hrs up to 10:00 hrs of the same day; "EVENING NON-SOLAR GENERATION HOURS" shall mean the energy scheduling hours between (& including) 18:01 hrs up to 24:00 hrs of the same day; For the purpose of scheduling a 'day' shall commence from 00:00 hrs and end at 24:00 hrs;  <b>The clause 3.11.2 (iii) of the RIS and 3.3 (iii) of the PPA is revised is follows:</b> ----- "The MSEDCL shall mandatorily off-take Power during the Non-Solar Generation hours during morning and evening Non-Solar Generation hours with a minimum of 2 hours offtake period. <b><u>Subject to cumulative off-take hours during evening Non-solar generation hours of a particular day and Morning Non-solar generation hours of the immediately next day not to exceed 6 hours.</u></b> "
9	RIS	3.6.10, 3.10.1 & 3.12D	3.6.10 The selected bidder shall be allowed to change its Inter-connection Point including the State where the Project is located, until the fulfillment of condition of Financial Closure..... 3.10.1 ..... However, it may be noted that the Successful Bidder shall be allowed to change the State of the proposed Project locations, prior to achievement of Financial Closure of the Project. Any changes in the location of the Project(s) awarded shall not be permitted subsequent to the financial closure. .... 3.12 (c) Successful Bidder shall produce the documentary evidence of possession / right to use of 100% of the land identified for the Project; However, the Bidder shall be allowed to change the location within the same state once before 12 (twelve) months from the date of signing of PPA. In no circumstance shall the Tariff offered by the Bidder in its Financial Bid be changed due to change in location	As per clause 3.6.10 and 3.10.1, the developer is allowed to change the project location outside the state. However, 3.12(c) seems contradictory where the bidder is allowed to change the location within the same state.  It is requested that the change of location outside the state would be allowed till financial closure.	<b>The request is accepted.</b> The revised clause is as follows:  "3.12 (c) Self-Undertaking for identification of 100% land for Renewable Energy Power Project as per the format attached as Annexure-F. Further, the Bidder shall be allowed to change <u>the location/ state</u> , once before 12 (twelve) months from the date of signing of PPA. In no circumstance shall the Tariff offered by the Bidder in its Financial Bid be changed due to change in location"
10	RIS	3.11.1	3.11.1 Criteria for Generation during Solar Generation Hours The Renewable Energy Project Developer will declare the CUF of their project at the time of signing of PPA and will be allowed to revise the same once within first year of COD. The declared CUF shall in no case be less than 19% over a year. They shall maintain generation so as to achieve CUF in the range of ±10 % of their declared value during PPA duration.....	a) Request to clarify the condition regarding CUF required for the entire project or it is only for solar generation hours. b) Similar clarification is required in case of excess generation where during any contract year, in case the generation is over and above 10% of declared annual CUF. Whether such CUF is for solar generation hours or for the entire project. c) Please clarify that declared annual CUF corresponds to supply in both Solar Generation hours and Non-Generation Hours. d) Please clarify what does 'PPA tariff' implies.	a) As mentioned in the Clause no. 3.11.1, CUF required is only for energy generation during solar generation hours. b) Excess generation in case of solar generation hours has been mentioned in the Clause no. 3.11.4 of the RIS. c) In line with the above point a), CUF required is only for energy generation during solar generation hours. d) The term "PPA Tariff" has been replaced with <u>"Solar Generation Hours Tariff"</u> in the Clause no. 3.11.4 of the RIS.
11	RFS	3.11.1	Criteria for Generation during Solar Generation Hours: The Renewable Energy Project Developer will declare the CUF of their project at the time of signing of PPA and will be allowed to revise the same once within first year of COD. The declared CUF shall in no case be <b>less than 19% over a year</b> . They shall maintain generation so as to achieve CUF in the range of ±10 % of their declared value during PPA duration.	Criteria for Generation during Solar Generation Hours: The Renewable Energy Project Developer will declare the CUF of their project at the time of signing of PPA and will be allowed to revise the same once within first year of COD. The declared CUF shall in no case be less than 15% over a year. They shall maintain generation so as to achieve CUF in the range of ±10 % of their declared value during PPA duration.  As the tender would also require the wind technology to deployed in order to serve the morning peak hours. It is suggested to reduce the CUF limit from <b>19% to 15%</b> .	<b>The request is not accepted. The RIS conditions shall prevail.</b>
12	RFS	3.11.3	Shortfall in supply during Non-Solar Generation Hours: In case of any shortfall of generation/supply during the Non-Solar Generation Hours from the mandated supply of energy (i.e. 300 MWh for 100 MW contracted capacity), the Successful Bidder shall pay a penalty i.e. 85% and above - Nil 80% and below 85% - Non-Solar Generation hour tariff X shortfall energy 70% and below 80% - 2 X Non-Solar Generation hour X shortfall Energy Below 70% - 3 X Non-Solar Generation hour tariff X shortfall energy	85% and above - Nil 80% and below 85% - Non-Solar Generation hour tariff X shortfall energy 70% and below 80% - Non-Solar Generation hour X shortfall Energy Below 70% - 1.5 X Non-Solar Generation hour tariff X shortfall energy  As per the RFS, the penalty for Shortfall in supply during Non-Solar Generation Hours is very high. It is requested to reduce the penalty	<b>The request is not accepted. The RIS conditions shall prevail.</b>
13	RFS	3.11.4	Excess Generation During any contract year, in case the generation is over and above 10% of declared annual CUF, the Successful Bidder will be free to sell it to any other entity provided first right of refusal will vest with MSEDCL. In case MSEDCL purchases the excess generation, the same may be done at 75% (seventy-five per cent) of the PPA tariff.  ..... In case of energy supply during Non-Solar Generation Hours over and above the mandated energy requirement (300 MWh for each 100 MW of contracted capacity), and in the event of such power being procured by the MSEDCL, the Successful Bidder will be paid energy charges @ 75% of the Tariff. ....	Clarity is requested on the definition of PPA tariff in the context of excess energy.  It is stated that MSEDCL will procure the excess energy beyond mandated energy requirement (300 MWh per 100 MW per day), at 75% of the PPA tariff; sufficient clarity may be provided on the rate of PPA tariff referred to herein - may it be understood to be the discovered tariff?  .....In case of energy supply during Non-Solar Generation Hours over and above the mandated energy requirement (300 MWh for each 100 MW of contracted capacity), and in the event of such power being procured by the MSEDCL, the Successful Bidder will be paid energy charges at Solar Generation tariff i.e. INR 2.42/kWh. ....  As per the SECI 1200 MW peak power tender, any excess energy supplied during Peak supply hours by renewable energy project developer over and above the specified limit shall be procured by SECI at off-peak tariff.  Ref: Clause 8.4 of SECI 1200 MW peak power tender is reproduced below: Supply of excess energy during Peak Hours ..... Any excess energy supplied over and above the above limit shall be procured by the Buying Utility @ Off-Peak Tariff, i.e. Rs 2.88/kWh + SECI's trading margin, to be reconciled on a monthly basis.	<b>The second paragraph under clause no. 3.11.4 of the RIS and second paragraph under "Excess Generation" clause of the PPA is revised as follows:</b> "..... <b><u>It is mandated to deliver the 600 MWh of energy per 100 MW contracted capacity of the project in AC terms, on daily basis during Non-Solar Generation Hours as per the schedule given by the MSEDCL/SLDC.</u></b> "

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14	RFS	3.11.6	<p><b>Offtake Constraints due to Backdown:</b> Hours of Backdown during a monthly billing cycle: Minimum Generation Compensation = <b>50% of</b> [(Average Generation per hour during the month) × (number of backdown hours during the month)] X Back down Capacity 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</p>	<p>Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) × (number of backdown hours during the month)] X Back down Capacity x PPA Tariff</p> <p>As the developer is taking entire risk for land, development of energy storage project and will be highly penalized in case the developer is not able to meet the supply conditions of the RFS; and all this involves considerable amount of investment. Hence it is suggested to increase the minimum generation compensation from <b>50% to 100%</b> in the formula</p>	<p><b>The request is accepted.</b> The clause 3.11.6 of the RIS and "Offtake constraints due to backdown" clause of the PPA is revised as follows:</p> <p><i>"The Successful Bidder and MSEDCL shall follow the forecasting and scheduling process as per the regulations in this regard by the CERC/SERC. 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 renewable power projects. Accordingly, no renewable energy 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 noncompliance with "Order No. 23/22/2019-R&amp;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 back down is on account of events like consideration of grid security/ an emergency in CTU/STU's / Discom's evacuation system for safe operation of its Grid or safety of any personnel or the other such condition, the successful bidder shall suitably back down their generation.</i></p> <p><i>In case of backing down situation, the power producer will be eligible for Minimum Generation Compensation from MSEDCL after receipt of State Energy Account or any other relevant documents certified by MSEDCL/SLDC as under:</i></p> <p><i>Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) × (number of backdown hours during the month)] X Back down Capacity x <b>Solar Generation Hours Tariff</b></i></p> <p><i>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month"</i></p>
				We request Msedcl to consider corresponding tariff i.e. losses during non-solar generation hours should be compensated at the non-solar generation hours tariff for compensation for backdown.	<b>The request is not accepted.</b> The RIS conditions shall prevail.
15	RFS	3.13.3	In case the commissioning of the project is delayed beyond Six (6) months from SCOD - The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to <b>36 months from the date of PPA.</b>	<p>In case the commissioning of the project is delayed beyond Twelve (12) months from SCOD - The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to 42 months from the date of PPA.</p> <p>The energy storage industry is at a very nascent stage and will require considerable amount of time to understand, deploy and finance the project on ground.</p> <p>Hence it is suggested to provide additional <b>6 months i.e 30 months for the SCOD and 12 months for PBG encashment.</b></p>	<b>The request is not accepted.</b> The RIS condition shall prevail.
16	RFS	4.4.1	The bidder with <b>lowest quoted tariff (being L1) shall be selected irrespective of their quoted capacity</b> and shall be declared as the successful bidder.	<p>The bidders shall be selected in the ascending order with lowest quoted tariff (being L1) till the total capacity (250 MW) is exhausted.</p> <p>There is no provision in the RIS in case L1 bidder offers only partial capacity. It is suggested to allot the balance quantum under bucket filling process in accordance with MNRE guidelines.</p>	The detailed selection procedure has already been mentioned in the Clause 4.4 of the RIS.
17	RFS	3.11.2.(i)	RFS - Clause 3.11.2 (i) The generated energy shall be dispatched through scheduling of power in both Non-Solar Generation Hours. It is mandated to <b>deliver the 300 MWh of energy per 100 MW contracted capacity of the project in AC terms</b> , on daily basis during Non-Solar Generation Hours as per the schedule given by the MSEDCL/SLDC. Reconciliation of the same shall be carried out on a monthly basis.	<p>As per the said MERC order clause 12.3.4, bidders have to configure their system in a such a way that in any <b>6 hours of non-solar period, it should be able to supply 100% of contracted quantum</b></p> <p>Hence, our understanding to the said MERC order is MSEDCL to <b>mandatorily off-take 600 MWh of energy from 100 MW of contracted capacity instead of the present provision where MSEDCL to off-take 300 MWh of energy from 100 MW of contracted capacity.</b></p> <p>Hence it is suggested to amend the clause 3.11.2(i) of the RFS as below: The generated energy shall be dispatched through scheduling of power in Non-Solar Generation Hours. It is mandated to deliver the 600 MWh of energy per 100 MW contracted capacity of the project in AC terms, on daily basis during Non-Solar Generation Hours as per the schedule given by the MSEDCL/SLDC. Reconciliation of the same shall be carried out on a monthly basis</p>	<p><b>The request is accepted.</b> The clause 3.11.2. (i) of the RIS and 3.3.(i) of the PPA is revised as follows:</p> <p><i>"The generated energy shall be dispatched through scheduling of power in Non-Solar Generation Hours. It is mandated to deliver <b>the 600 MWh of energy per 100 MW contracted capacity</b> of the project in AC terms, on daily basis during Non-Solar Generation Hours as per the schedule given by the MSEDCL/SLDC. Reconciliation of the same shall be carried out on a monthly basis"</i></p>
18	RFS	3.11.2.(iii)	RFS - Clause 3.11.2 (iii) .....The discharge cycle corresponding to offtake of stored energy may vary as per requirements of the MSEDCL. Following table illustrates few of the combinations of off-take energy which may be demanded by MSEDCL as per day-ahead schedule: Discharge hours during morning non solar generation hours - 2/3/4 Discharge hours during evening non solar generation hours - 4/3/2 Total discharge hours - 6/6/6 The MSEDCL shall mandatorily off-take Power during the Non-Solar Generation hours during morning and evening Non-Solar Generation hours with a minimum of 2 hours off take period. Further, a variation of ±30 minutes in the deadlines of morning and evening Non-Solar Generation hours is also allowed in making that choice by the MSEDCL...	<p>Further, referring the clause 12.3.3, 12.3.4 and 12.6.2 of the MERC order, we understand that MSEDCL shall mandatorily off-take power in any 06 hours of Non-Solar Generation hours instead of the current provision of RFS where MSEDCL shall mandatorily off-take Power during the Non-Solar Generation hours during morning and evening Non-Solar Generation hours with a minimum of 2 hours off take period.</p> <p>Since MSEDCL can ask for power during any 6 hours, It should not suggest soliciting power in 4 Hrs + 2 Hrs, 3 Hrs + 3 Hrs, 2 Hrs + 4 Hrs configurations</p> <p>It is requested to amend the clause 3.11.2 (iii) of the RFS as reproduced below: .....The discharge cycle corresponding to offtake of stored energy may vary as per requirements of the MSEDCL. MSEDCL shall mandatorily off-take Power during any 06 non solar generation hours i.e. between (&amp; including) 00:01 Hrs up to 10:00 Hrs and between (&amp; including) 18:01 Hrs up to 24:00 Hrs of the same day as indicated on day ahead basis. Further, a variation of ±30 minutes in the deadlines of morning and evening Non-Solar Generation hours is also allowed in making that choice by the MSEDCL.</p>	<b>The request is not accepted.</b> It is clarified that MSEDCL shall mandatorily off-take power during morning and evening non-solar generation hours with a continuous minimum of 2 hrs off-take period which means in no case MSEDCL shall schedule 1 hr in the morning non-solar generation hours and 5 hrs in the evening non-solar generation hours of the same day and vice versa.
19	General	Tariff / PPA tariff / tariff	Tariff / PPA tariff / tariff	<p>At many places in the RFS, different terminologies have been used viz tariff, PPA tariff, Tariff, etc. which is creating confusion to the developer.</p> <p>It is suggested to use the specific terminology so that it would become ample clear to understand the solar generation / non solar generation tariffs at different provisions of the RFS</p>	The term "PPA Tariff " has been replaced with " <b>Solar Generation Hours Tariff</b> " in the Clause no. 3.11.3, 3.11.4 and 3.11.6 of the RIS and Clause no. 3.3 of the PPA.
20	RIS	3.11.2	Scheduling and Off-take of Energy during Non-Solar Generation Hours .....The MSEDCL shall mandatorily off-take Power during the Non-Solar Generation hours during morning and evening Non-Solar Generation hours with a minimum of 2 hours off take period. Further, a variation of ±30 minutes in the deadlines of morning and evening Non-Solar Generation hours is also allowed in making that choice by the MSEDCL	<p>Request to define morning and evening Non-Solar Generation hours.</p> <p>As per RFS, MSEDCL shall mandatorily off-take Power during the Non-Solar Generation hours during morning and evening Non-Solar Generation hours with a minimum of 2 hours off take period. However, as per our understanding of MERC order, MSEDCL shall mandatorily off-take power in any 6 hours of Non-Solar Generation hours.</p>	<p>"MORNING NON-SOLAR GENERATION HOURS" shall mean the energy scheduling hours between (&amp; including) 00:01 hrs up to 10:00 hrs of the same day;</p> <p>"EVENING NON-SOLAR GENERATION HOURS" shall mean the energy scheduling hours between (&amp; including) 18.01 hrs up to 24:00 hrs of the same day;</p> <p>For the purpose of scheduling a 'day' shall commence from 00:00 hrs and end at 24:00 hrs.;</p> <p><b>The request is not accepted.</b> It is clarified that MSEDCL shall mandatorily off-take power during morning and evening non-solar generation hours with a continuous minimum of 2 hrs off-take period which means in no case MSEDCL shall provide schedule for 1 hr in the morning non-solar generation hours and 5 hrs in the evening non-solar generation hours of the same day and vice versa.</p>
21	RIS	3.11.3	Shortfall in supply during Non-Solar Generation Hours: In case of any shortfall of generation/supply during the Non-Solar Generation Hours from the mandated supply of energy (i.e. 300 MWh for 100 MW contracted capacity), the Successful Bidder shall pay a penalty	<p>Please clarify whether the Non-Solar Generation hour supply obligation and applicability of shortfall penalty is on daily basis or monthly basis</p> <p>Please clarify on the calculation for shortfall energy. For example if shortfall is below 80% will the shortfall be considered only below 85% or complete 100%?</p>	<p>It is clarified that the successful bidder(s) are obliged to supply power as per schedule provided by MSEDCL on daily basis. Further, penalty for shortfall of energy during non-solar generation hours shall be calculated on monthly basis.</p> <p>Shortfall of energy shall be calculated by considering below 85% availability.</p>

Sr.No	Rfs/ PPA	Clause No.	Existing Clause	Bidder's Query/Requests	MSEDCL Reply
22	RfS	3.13.2	In cases of early part- commissioning and the evacuation arrangements are available, MSEDCL shall purchase the generation at 75% of the respective Part PPA tariff without any additional Tariff on account of Change in Law till the SCoD for the energy supplied during Solar Generation Hours and Non Solar Generation Hours.	In this case will the early commissioning of any renewable energy component without energy storage system be accepted as early part commissioning?	No, the RfS conditions shall prevail.
23	RfS	3.12	Financial Closure or Project Financing Arrangements ...the successful Bidder shall furnish documentary evidence towards the following within 12 months from the date of execution of PPA	Considering the SECI tenders, it is requested that Successful Bidder shall produce the documentary evidence of possession / right to use of 100% of the land identified for the Project on or before SCOD of the Project.	<p><b>The request is accepted.</b> The revised clause is as follows:</p> <p>.....</p> <p><i>a) Tie-up of Financing Arrangements: internal resources and/or 100% tie up of funds through a bank / financial institution by way of a legally binding agreement. In case of legally binding agreement is not available at that time, sanction letter for commitment of such finances shall also be considered. The bidder shall submit the undertaking that legally binding agreement shall be submitted within two months.</i></p> <p><i>b) For internal resources. Copy of Board Resolution, Audited /Certified Balance sheet, Profit &amp; Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company).</i></p> <p><i>c) Self-Undertaking for identification of 100% land for Renewable Energy Project as per the format attached as Annexure-F. Further, the Bidder shall be allowed to change the location/ state once before 12 (twelve) months from the date of signing of PPA. In no circumstance shall the Tariff offered by the Bidder in its Financial Bid be changed due to change in location"</i></p> <p><i>d) Submit power evacuation/ connectivity agreement of successful bidder with CTU/STU/DISCOM;</i></p> <p><i>e) Copy of Final Detailed Project Report (DPR) for the Project indicating plans to meet the quoted CUF and details of all planned/proposed renewable energy project component (like solar panels, inverters and wind turbine generators, etc.) Energy Storage component along with necessary purchase order/ agreements for the project.</i></p> <p><i>f) Copy of Agreement/ MOU entered into / Purchase Order with acceptance, for the supply of Plants and Equipment</i></p> <p><i>g) Certificate from Project Company that Technical specifications and directives given in Annexure-A of the RfS.</i></p> <p><i>h) Ownership of the SPD: Latest Shareholding Pattern of the Project Company certified by Chartered Accountant.</i></p> <p><i>i) Activity wise final schedule for meeting timelines/milestones as per RfS. Material Procurement, final date/month of delivery of Solar Modules/Panels/WTG at site, Country of Import, if not domestically procured - Solar Modules/Panels, Start and Completion of construction activities etc.</i></p> <p>.....</p>
24	RfS	3.12	Successful Bidder shall produce the documentary evidence of possession / right to use of 100% of the land identified for the Project; However, the Bidder shall be allowed to change the location within the same state once before 12 (twelve) months from the date of signing of PPA.	Change of location should be allowed anywhere in India.	
25	RfS	3.13	The Commissioning of the Projects shall be carried out by the Successful Bidder selected based on this RfS, within a period of 30 (Thirty) months from the date of execution of the PPA.	In case of any delay in commissioning of the Project due to delay on part of Government bodies, Force Majeure or Connectivity, then corresponding extension in SCOD should also be provided.	<b>The request is not accepted.</b> The RfS condition shall prevail.
26	RfS	3.14 (ii)	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 1 (one) year 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.	<p>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 till financial closure of the project, 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.</p> <p>At financial closure, bankability of the project is established and to that extent, development risk of the project is significantly mitigated. Hence, the limitation on change in control may be relaxed and successful bidder(s) may be allowed to sell part/ full shareholding anytime after achieving financial closure.</p>	<b>The request is not accepted.</b> The RfS condition shall prevail.
27	RfS	3.11.5	The excess generation by the Successful Bidder equal to this generation loss shall be procured by MSEDCL at the Solar Generation Hours PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.	Please clarify how the Bidder will be compensated for to Generation Loss due to Grid unavailability in case there is no excess generation during succeeding 3 contract years. In such cases, we suggest that such generation loss shall be treated as Deemed Generation and compensated at the respective tariff.	<b>The request is not accepted.</b> The RfS condition shall prevail.
28	RfS	3.12(c)	Financial Closure or Project Financing Arrangements Successful Bidder shall produce the documentary evidence of possession / right to use of 100% of the land identified for the Project;	In all the SECI tenders, the bidder shall identify 100% of the land for the project at the time of bid submission and the HPD shall demonstrate clear possession and right to use 100% of the land identified for the Project, on or before the SCD of the Project. Therefore, it is suggested that Successful Bidder shall produce the documentary evidence of possession / right to use of 100% of the land identified for the Project on or before SCOD of the Project	As clarified in Sr.No.8, successful bidders shall submit Self-Undertaking for identification of 100% land for renewable energy project as per the format attached as Annexure-F. Further, the Bidder shall be allowed to change the location/ state once before 12 (twelve) months from the date of signing of PPA. In no circumstance shall the Tariff offered by the Bidder in its Financial Bid be changed due to change in location"
29		Bid Due date		The timeline for submission of the Bids may please be extended by two more weeks	The last date of bid submission is extended to 03.10.2022

Sr.No	Rfs/ PPA	Clause No.	Existing Clause	Bidder's Query/Requests	MSEDCL Reply
30	RIS	3.2.1	<p>Selection of projects shall be carried out through e-bidding for total Contract Capacity of 250 MW for supply of flexible and schedulable power from Renewable Energy Project (solar, wind, Hydro/ Hydro Pumped storage Plants or combination thereof) along with Energy Storage facility, schedulable for Non-Solar Generation Hours and Solar Generation Hours.</p> <p>Selection of projects shall be carried out through e-bidding for total Contract Capacity of 250 MW for supply of flexible and schedulable power from Renewable Energy Project (solar, wind, Hydro/ Hydro Pumped storage Plants or combination thereof) along with Energy Storage facility, schedulable for Non-Solar Generation Hours and Solar Generation Hours.</p>	<p>Selection of projects shall be carried out through e-bidding for total Contract Capacity of 250 MW for supply of flexible and schedulable power from Renewable Energy Project (solar, wind, Hydro/ Hydro Pumped storage Plants or combination thereof) along with Energy Storage facility, schedulable for Non-Solar Generation Hours and Solar Generation Hours. <b>It is hereby clarified that in case a bidder is energy storage developer, it will be allowed to tie up with RE project developer (for development of tender specific project RE capacity) or in case bidder is RE developer, it will be allowed to tie up with third party energy storage developer to fulfil the supply conditions. It is further clarified that RE developer can tie up with available spare capacities of 3rd party energy storage developer</b></p> <p>It is further requested to allow bidders to tie up with available spare capacities of 3rd party energy storage developer (as was allowed for tie-up of spare capacity from third party in SECI RTC II bid) While Energy Storage facility is allowed as part of the Project, it is not expressly provided that the Energy Storage can be tied-up separately with a third party like it was provided in SECI RTC II and REMCL RE RTC 1000 MW tender.</p> <p>Developing an energy storage project requires a different set of expertise as compared to renewable energy project. Hence, it is requested to allow bidders to tie-up energy storage capacity from 3rd party developers and to submit proof of energy storage tie-up at the time of the bidding. This will benefit MSEDCL in getting competitive tariffs.</p> <p>Such provision is already allowed in the REMCL (Indian Railways) 1000 MW RE RTC Tender as well as in SECI RTC II 2500 MW bid.</p> <p>In addition to the above, as the tender would allow tie-up for the energy storage with 3rd party energy storage developer, then the technology and tenure of 3rd party storage tie-up agreement based on which bidder's bid would be evaluated shall be considered and no change of storage technology and source during the said 3rd party storage Agreement tenure to be allowed.</p> <p>In the recent tenders issued by SECI and REMCL (Indian Railways), bidders have been allowed to contract energy storage, if any, from a third party storage developer so as to enable wider number of bidders to compete as well as ensure competitive tariff in the tender.</p> <p>Hence, it is suggested that MSEDCL to allow bidders to tie-up energy storage capacity from 3rd party storage developers and to submit proof of energy storage tie-up at the time of the bidding.</p>	<p><b>The request is partially accepted.</b> The revised clause is as follows:</p> <p>3.2.1 ..... <i>It is hereby clarified that in case bidder is RE developer, it will be allowed to tie up with third party energy storage developer to fulfil the supply conditions. It is further clarified that RE developer can tie up with available spare capacities of 3rd party energy storage developer. However, it is clarified that ESS power supplied for this project should be from RE source. Further, the bidder has to submit proof of energy storage tie-up at the time of the bidding. Only the spare storage capacity available with the third party energy storage developer shall be offered for the bid. Self-undertaking in this regard need to be submitted on the bidder's letter head. In such case, the bidder will submit a binding storage agreement wit that third party energy storage developer for a tenure equal to that of the PPA under this RIS. It is further clarified such energy storage agreement shall be considered part of the bidding response to the RIS and shall form integral part of the PPA to be executed with MSEDCL. However, the obligations with respect to the PPA shall be under the Successful bidder(s) scope.</i></p> <p><i>It is further clarified that no change in storage technology, source and tenure shall be allowed post signing of PPA in case of third party tied-up for the energy storage "</i></p>
31	RIS	3.2.3.1	Minimum Energy Storage facility rated capacity installed shall be equal to 'X/2' MW for 06 hours, where 'X' is the Contracted Capacity of the Project as per the PPA. Also the Renewable Energy Developer may change the type of the Energy Storage facility at any time during the term of the Project, based on the technological developments. Also the Renewable Energy Developer may change the type of the Energy Storage facility at any time during the term of the Project, based on the technological developments	For 100 MW of CC, the minimum ESS capacity has been defined (3.2.3.1) as 300 MWh (50 MW * 6 hrs). Requesting MSEDCL to relax this requirement to X/2 MWh for every X MW of CC, which allows developers to size the capacities for tariff optimization.	<b>The request is not accepted.</b> The RIS conditions shall prevail.
	RIS	3.10.1	<p>-----</p> <p>Note: PPA will be executed between MSEDCL and the Successful Bidder as per the breakup of the cumulative Project capacity awarded to the Bidder. The Bidder shall provide the project breakup for the cumulative capacity quoted, in the Covering Letter (Format 6.1), which can be changed by the Renewable Energy Developer prior to signing of PPA. However, it may be noted that the Successful Bidder shall be allowed to change the State of the proposed Project locations, prior to achievement of Financial Closure of the Project. Any changes in the location of the Project(s) awarded shall not be permitted subsequent to the financial closure. The final project configuration, adding up to the cumulative capacity awarded to the Bidder, along with component-wise break-up of individual project may be intimated to MSEDCL at the time of signing of PPA, which shall then remain unchanged subsequent to signing of PPA. Delays in connectivity and/or LTA for the Project(s) on account of such changes, which differ from the details provided in the Covering letter, shall be at the risk and cost of the Successful Bidder.</p>	Tender to not allow change in Storage technology during the course of PPA tenure. As per the Note from clause 3.10.1 of the tender, the Bidder need to submit the final project configuration along with component-wise break-up of individual project at the time of signing of the PPA, which shall remain unchanged subsequent to signing of PPA. Thus, since the project components cannot be change post signing of PPA, change in storage technology cannot be allowed post PPA signing. In case the tender allows tie-up for the energy storage with third-party energy storage developer, then the technology and tenure of 3rd party storage tie-up agreement based on which bidder's bid would be evaluated shall be considered by MSEDCL and accordingly, no change of storage technology and source during the said 3rd party storage agreement tenure to be allowed.	<b>The request is accepted.</b> It is clarified that no change in storage technology, source and tenure shall be allowed post signing of PPA in case of third party tied-up for the energy storage"
32	RIS	3.5	<p>Eligibility Criteria: The Net-Worth of the Bidder for the last financial year ended on 31.03.2021 shall not be less than INR 1.5 Crores/MW of the bid quantum</p> <p>Liquidity: A minimum annual turnover of Rs. 1.02 crore/MW for the quoted capacity during the previous financial year i.e., FY 2020-21. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) shall be at least Rs. 20 Lakhs/MW of the quoted capacity In-principle sanction letter from the lending institutions/banks of the Bidder, committing a Line of Credit for a minimum amount of Rs. 25 Lakhs/MW of the quoted capacity</p>	<p>Eligibility Criteria: The Net-Worth of the Bidder for the last financial year ended on 31.03.2021 shall not be less than INR 1 Crores/MW of the bid quantum.....</p> <p>Liquidity: A minimum annual turnover of Rs. 70 Lakhs/MW for the quoted capacity during the previous financial year i.e., FY 2020-21..... Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) shall be at least Rs. 15 Lakhs/MW of the quoted capacity.... In-principle sanction letter from the lending institutions/banks of the Bidder, committing a Line of Credit for a minimum amount of Rs. 20 Lakhs/MW of the quoted capacity.....</p> <p>It is suggested to reduce the financial eligibility criteria, as this will support MSEDCL in widening the pool of bidders which in turn lead to competitive tariffs.</p>	<b>The request is not accepted.</b> The RIS conditions shall prevail.
33	RIS	3.5.3	The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per the clauses 3.5.1 & 3.5.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding	Clause 3.14(vi) says parent company shareholding shouldn't change till FC if financial credentials of parent is used. However, clause 3.5.3 doesn't impose any restriction. We sincerely request you to allow usage of net worth of affiliates and if required an undertaking will be given to ensure parent company takes all necessary obligations in case SPV fails to fulfil. This is the standard practice in all tenders across the country. If shareholding restrictions are put in parent company till FC, at least change in shareholding with existing investors should be allowed.	As already clarified in the clause no. 3.5.3, bidders are allowed to use financial capability of its affiliates to meet qualification requirements.
34	RIS	3.8	PBG is INR 35.4 Lakh/MW	<p>Suggested to reduce the PBG to INR 20 Lakhs/MW as mentioned in SECI tenders. Further, it is also requested to include the provision of Payment on Order Instrument (POI)</p> <p>We request MSEDCL to reduce the PBG amount to INR 10.00 - 15.00 Lakhs/MW, which is in similar range to the assured Peak Power tender floated by SECI.</p>	<b>The request is not accepted.</b> The RIS conditions shall prevail.

Sr.No	Rfs/ PPA	Clause No.	Existing Clause	Bidder's Query/Requests	MSEDCL Reply
35	RFS	3.8.1	Earnest Money Deposit (EMD) of Rs. 8.85 Lakh/MW (inclusive of GST) of the bid capacity in the form of Bank Guarantee along with RIS.	As EMD is a Bank Guarantee we request MSEDCL to exclude the GST component.  We request MSEDCL to reduce the EMD amount to INR 5.00 - 7.50 Lakhs/MW, which is in similar range to the assured Peak Power tender floated by SECI. Also, we request MSEDCL to consider allowing Payment on Order Instrument (PoI) in place of Bank Guarantee for the EMD amount.	<b>The request is not accepted.</b> The RIS conditions shall prevail.
36	RIS	4.4.1	The bidder with lowest quoted tariff (being L1) shall be selected irrespective of their quoted capacity and shall be declared as the successful bidder	There is no provision in the RIS in case L1 bidder offers only partial capacity. It is suggested to allot the balance quantum under bucket filling process in accordance with MNRE guidelines.  Will there be more than 1 successful bidder? No criteria for second successful bidder is mentioned.	The detailed selection procedure has already been mentioned in the Clause no. 4.4 of RIS.
37					
38	RIS	4.4.5	Also, MSEDCL shall reserve the right to short close the capacity lower than 250 MW at its discretion if prices are abruptly high.	We request MSEDCL to remove this clause. If not, then short closing the capacity should be subject to the acceptance of bidder	<b>The request is not accepted.</b> The RIS conditions shall prevail.
39	RFS	1.2.2	Projects selected under this RIS shall be eligible for two-part tariffs. These shall be referred to as "Non- Solar Generation Hours Tariff" and "Solar Generation Hours Tariff" as defined in the RIS. Energy supplied during the Solar Generation Hours shall be eligible for a flat tariff payment @ <b>Rs. 2.42/kWh</b> . Energy supplied during the Non-solar Generation Hours shall be purchased at the tariff discovered through e-Reverse Auction as per this RIS. The bidders shall quote only for the Non-Solar Generation hours tariff under this RIS. The Applicable Tariff under the PPA shall comprise both Solar Generation hours and Non-Solar Generation hours Tariffs, and shall be fixed for the entire term of the PPA	Solar generation hour tariff of INR 2.42/kWh seems on the lower side considering the current situation where there is ongoing BCD and the availability concerns of the modules. It is requested that MSEDCL may consider the recent competitive bids in order to set solar generation hour tariff.	<b>The request is not accepted.</b> The RIS conditions shall prevail.
40	RIS	3.11.1	The Renewable Energy Project Developer will declare the CUF of their project at the time of signing of PPA and will be allowed to revise the same once within first year of COD. The declared CUF shall in no case be less than 19% over a year. They shall maintain generation so as to achieve CUF in the range of $\pm 10\%$ of their declared value during PPA duration. The lower limit will, however, be relaxed by MSEDCL to the extent of grid non-availability for evacuation which is beyond the control of the Renewable Energy Developer.	The Renewable Energy Project Developer will declare the CUF of their project at the time of signing of PPA and will be allowed to revise the same once within first year of COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 17%. Successful Bidder shall maintain generation so as to achieve annual CUF within $\pm 10\%$ and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15%, and within $\pm 10\%$ 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 relaxed by MSEDCL to the extent of grid non-availability for evacuation which is beyond the control of the Renewable Energy Developer  It is understood that this clause refer to the CUF of the project during solar generation hours. 2. The standard generation criteria of standard bidding guideline may used in this tender also.	<b>The request is not accepted.</b> The RIS condition shall prevail.
41			.....(iii)The discharge cycle corresponding to offtake of stored energy may vary as per requirements of the MSEDCL.....	The offtake of stored energy may be claimed by MSEDCL at particular fixed time slot (6 hours) in each day. This shall result into optimum solar/ wind resources sizing and Storage capacity. Also the Transmission planning and scheduling is better and well defined.	<b>The request is not accepted.</b> The RIS condition shall prevail.
42	RIS	3.11.2	The MSEDCL shall mandatorily off-take Power during the Non-Solar Generation hours during morning and evening Non-Solar Generation hours with a minimum of 2 hours offtake period.....	The MSEDCL shall mandatorily off-take Power during the Non-Solar Generation hours during morning and evening Non-Solar Generation hours with a minimum of 2 hours offtake period and a total of 6 hours per day .....  Total mandatory offtake during Non-Solar Generation hours per day is to be 6 hours.	It is clarified that MSEDCL shall mandatorily off-take power during morning and evening non-solar generation hours with a continuous minimum of 2 hrs off-take period which means in no case MSEDCL shall provide schedule for 1 hr in the morning non-solar generation hours and 5 hrs in the evening non-solar generation hours of the same day and vice versa.
43	RIS	3.11.2 (iii)	Further, for every 100 MW Contracted Capacity, supply of power below 50 MW, during any 1-hr block in the 6 nos. of 1-hr block as identified by the MSEDCL, will be counted as shortfall in supply of Non-Solar Generation hour Power.	Further, for every 100 MW Contracted Capacity, MSEDCL shall offtake minimum of 50 MW power during any 1-hr block and supply of power below 50 MW, during any 1-hr block in the 6 nos. of 1-hr block as identified by the MSEDCL, will be counted as shortfall in supply of Non-Solar Generation hour Power.  Minimum offtake power during 1-hr block may be defined	<b>The clause 3.11.2 (iii) of the RIS and clause 3.3 (iii) of the PPA is revised as follows:</b> "..... Further, for every 100 MW Contracted Capacity, MSEDCL shall <b>offtake 100 MW power</b> , during any 1-hr block and supply of power <b>below 100 MW</b> , during any 1-hr block in the 6 nos. of 1-hr block as identified by the MSEDCL, will be counted as shortfall in supply of Non-Solar Generation Hours Power. ....."
44	RIS	3.11.3	Shortfall in supply during Non-Solar Generation Hours: In case of any shortfall of generation/supply during the Non-Solar Generation Hours from the mandated supply of energy (i.e. 300 MWh for 100 MW contracted capacity), the Successful Bidder shall pay a penalty as illustrated below:	MSEDCL is requested to illustrate the monthly reconciliation method for each day wise non-solar peak power availability. It is understood that penalty is applicable in case of non-meeting monthly availability pl. confirm. Since grid charging of ESS not allowed, each day non-solar hour 85% availability even in rainy season not possible. Request to adopt the penalty on monthly availability parameter only.	<b>The request is accepted.</b> Following Note is added to the clause no. 3.11.3 of the RIS and after paragraph of "Shortfall in supply of Non-Solar Generation Hour power" of the PPA:  "For the purpose of calculation of shortfall in energy supplied during Non-Solar Generation Hours, a 'month' shall be the billing month as defined in the PPA. Calculation for shortfall shall be done on part of a month basis in case of commissioning during a given month. Following is the illustration for penalty calculations:  For e.g.: in case of a 100 MW Contracted Capacity, the successful bidder shall be allowed to supply energy up to a maximum limit of 18,000 MWh (100 MW x 06 Hrs x no. of days in the billing month i.e., 30 days), at the Non-Solar Generation Hours Tariff, on a monthly basis and monthly minimum limit of energy supply during Non-Solar Generation Hours will be 15,300 MWh (85% x 600 MWh x no. of days in the billing month i.e., 30 days). If the successful bidder(s) supplied 15,000 MWh in a billing month then shortfall energy will be 300 MWh (15,300 MWh - 15,000 MWh) for that billing month. Monthly non-solar generation hours availability will be around 83% (15,000 MWh/18,000 MWh). So, penalty applicable as per the clause no. 3.11.3 will be as follows: 300 x Non-Solar Generation Hours Tariff.  The Similar methodology will be followed for all the months in the contract year.
45	RIS	3.11.6	During the operation of the project, there can be some periods where the project can generate power but due to temporary transmission unavailability (during 8 am to 6 pm) the power is not evacuated, for reasons not attributable to the Successful Bidder. In such cases the generation compensation shall be addressed by MSEDCL in following manner; ---	During the operation of the project, there can be some periods where the project can generate power but due to temporary transmission unavailability the power is not evacuated, for reasons not attributable to the Successful Bidder. In such cases the generation compensation shall be addressed by MSEDCL in following manner; ---	<b>The request is not accepted.</b> The RIS conditions shall prevail.
46	RIS	3.11.6	Minimum Generation Compensation = 50% of [(Average Generation per hour during the month) x (number of backdown hours during the month)] X Back down Capacity x PPA Tariff	Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) x (number of backdown hours during the month)] X Back down Capacity x PPA Tariff  As per TBCB guidelines	<b>The request is accepted.</b> It is already clarified in Sr. No. 12
47	RIS Financial Closure or Project Financing Arrangements	3.12	----- An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Renewable Energy Project Developer, on advance payment of extension charges of Rs. 10,000/- per day per MW. -----	----- An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Renewable Energy Project Developer, on advance payment of extension charges of Rs. 1,000/- per day per MW. -----  As per TBCB guidelines	<b>The request is not accepted.</b> The RIS conditions shall prevail.

Sr.No	Rfs/ PPA	Clause No.	Existing Clause	Bidder's Query/Requests	MSEDCL Reply
48	RIS	3.5.1 & 3.5.2	Net-Worth: The Net-Worth of the Bidder for the last financial year ended on 31.03.2021 shall not be less than INR 1.5 Crores/MW of the bid quantum for being eligible to participate in the bidding process. i) A min annual turnover of Rs. 1.02 Crore/MW for the quoted capacity during the previous financial year i.e., FY 2020-21. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover. ii) Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) shall be at least Rs. 20 Lakhs/MW of the quoted capacity, as on the last date of previous financial year i.e., FY 2020-21	We request MSEDCL to reduce the Eligibility Requirements by at least half the current requirement as FY 2020 – 21 is a COVID 19 affected year. We request for changing the eligibility amounts as below: Net-Worth — INR 0.75 Crores/MW Annual Turnover — INR 0.51 Crore/MW PBDIT — INR 10 Lakhs/MW	<b>The request is not accepted.</b> However, The bidders can use financial credentials based on latest available as on 31.03.2022, if available.
49	RIS	1.5.5	Energy Storage Facility: With respect to the Energy Storage Facility being used in the Project, the Bidder has the flexibility to choose the type and power rating of the energy storage system to be installed in addition to the Solar PV and/or wind power and/or Hydro power capacity. The Energy Storage Facility may include, but not be limited to, Battery Energy Storage System (BESS), Pumped Storage System, Mechanical and Chemical systems, or combinations thereof	We request MSEDCL to consider allowing third Party tie-up for storage services instead of the developer (Bidder) installing the Energy Storage Facility Setting up an Energy Storage Facility requires expertise which very few companies have demonstrated around the globe and allowing the developer (Bidder) to tie-up with such expert installers for storage services will help bring down the overall system cost as against the bidder himself owning & installing the Energy Storage Facility Also, in cases where bidders are tying up with Third party ESS providers, the project execution cost shall reduce significantly. We request to reduce the Net-worth criteria for such cases where ESS is tied up with third party	<b>The request is accepted.</b> It is already clarified in Sr.No. 28
50	RIS	General	a) Online Submission of Response to RIS and b) Submission of all documents as per Section 3.19A physically at MSEDCL office, Mumbai Date: 12.09.2022 and Time: 03:00 PM	We request MSEDCL to extend the Bid Submission deadline by at least a month (Mid October) so that we have enough time to factor in the replies by MSEDCL on our queries, promulgation of GNA & Sharing Regulation and Global Inflationary effects on the business	The last date of bid submission is extended to 03.10.2022
51	RIS	Section 2: Definition	Wind Solar Hybrid Power Project where the rated power of one resource is at least 33% of the rated power capacity of the other resource	WIND SOLAR HYBRID POWER PROJECT means the wind solar hybrid power project where the rated power capacity of one resource is at least 33% of the contracted capacity  As per National Wind solar hybrid policy dated 14 May 18 issued by MNRE and amendment in policy vide notification dated 14-Oct-20, Clause (ii) Capacity limits states that the rated power capacity one response (wind or solar) shall be at least 33% of the total contracted capacity. Request MSEDCL to kindly amend the clause as per MNRE Guidelines.	<b>The request is accepted.</b> The revised clause is as follows:  "Wind-Solar Hybrid Power Project" means the wind solar Wind-Solar Hybrid power project where the rated power capacity of one resource (wind and Solar) shall be at least 33% of the total contracted capacity.
52	RIS	RIS Clause 1.5.5, 3.12 And Section 2 Definitions	Scheduled Commercial Operation Date shall mean the date as declared by the successful bidder in the PPA which shall not exceed 30 months from the date of PPA.	In case of pumped storage systems is considered as Energy Storage Systems (ESS), the project developer cannot meet the project timelines as pumped storage systems need longer duration to achieve the Financial Closure and scheduled commercial operation date. As per norms, the pumped storage plants need 24 months to achieve financial closure and 42-48 months for scheduled commercial operation Date. Hence, request MSEDCL to clarify the above query in case pumped storage plants is considered for ESS.	No change required in the RIS. The RIS conditions shall prevail.
53	RIS	Clause 3.11.3	Shortfall in supply during Non-Solar Generation Hours: any shortfall of generation/supply during the Non solar Generation Hours from the mandated supply of energy (i.e. 300 MWh for 100 MW contracted capacity) the Successful Bidder shall pay a applicable	In case Battery Energy Storage Systems is considered as per OEM the battery life is for around 8-10 years. After that, they need to be replaced. The batteries would normally take 30 days to get replaced, which can cause shortfall in generation in peak hours as replacement may cause unavailability of the batteries. Hence, request MSEDCL to clarify and accept that no penalties/damages shall be applicable during the replacement of batteries.	It shall be the responsibility of the Renewable Energy Power Developer to make replacements/replenishments of batteries (in case of BESS), if and when required, up to the Term of the Contract. Outage time as a result of replacement will also be counted as an "shortfall in generation" for the purpose of computing penalty.
54	RIS	General	Case No. 86 of 2022 MERC Order dated 21 July 2022 12.3.4 .....At the same time, it is important to note that for providing such flexibility to MSEDCL, bidders have to configure their system in such a way that in any 6 hrs of non solar period, it should be able to supply 100% of contracted quantum. This may lead to a possibility of the bidder oversizing the capacity and thus quoting slightly higher tariff for this bid.  12.6.2 In this regard the Commission notes MSEDCL's submission that 19% is minimum CUF and bidder may opt to provide higher CUF. Further the said 19% CUF is limited to 8hrs of solar generation hrs. Whereas in remaining non solar generation hrs, successful bidder has to provide 100% capacity in any six hrs indicated by MSEDCL on day ahead basis.	As per the MERC order dated 21st July 2022, bidders have to configure their system in such a way that in any 6 hrs of non-solar period, it should be able to supply 100% of contracted quantum. Our understanding to the said order is Minimum Energy storage facility rated capacity installed shall be equal to 'X' MW for 6 hrs instead of 'X/2' MW for 6 hrs where 'X' is the contracted capacity of the Project. Request to clarify the same	The proposed interpretation is wrong. For avoidance of doubt, 'X/2' MW refers to minimum Energy Storage facility rated capacity only. Further, bidders have to configure their system in such a way that in any 06 hrs of non-solar generation hours, it should supply 100% of contracted capacity.
55	PPA	General		We request MSEDCL to include Generation compensation in off take constraint due to transmission infrastructure not complete / ready beyond delivery point in PPA.	<b>The request is not accepted.</b> The RIS conditions shall prevail.
56	PPA	Definitions	"Government Instrumentality" shall mean the GoI, the GoM, respective state govt. and their ministries, inspectorate, departments, agencies, bodies, authorities, legislative bodies.	Please clarify which respective state governments will be included.	For avoidance of doubt, it is clarified that respective state government refers to Maharashtra only.
57	PPA	9.2.1	In the event of occurrence of any of events as provided under Article 9.1 which results in any increase/ decrease in the Project Cost (i.e. the cost incurred by the SPD towards supply and services only for the Project concerned, up to the Actual Commissioning Date of the last part capacity or Scheduled Commissioning Date/extended Scheduled Commissioning Date, whichever is earlier), the Renewable Energy Power Developer/MSEDCL shall be entitled for compensation by the other party, as the case may be, subject to the condition that the such 'Change in Law' is recognized by the MERC. Compensation payment on account of such 'Change in Law' shall be determined and shall be effective from such date as may be decided by the MERC.	Request MSEDCL to consider the entitlement for compensation due to change in law for the operation period post commissioning as well.	<b>The request is not accepted.</b> The PPA conditions shall prevail.
58	PPA	3.3	Generation Compensation in off take constraint due to transmission	We acknowledge that the generation loss shall be compensated by PSFCL procuring excess generation in the succeeding 3 contract years. But in case of long period of grid unavailability or transmission constraint, the excess generation may not be able to compensate for the total loss of deemed generation during that period. We request you to consider it as deemed generation eligible for regular payments if this condition persist for more than 1 month.	<b>The request is not accepted.</b> The PPA conditions shall prevail.
59	PPA	3.3	Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted)	The definition of grid unavailability (3.11.5) is restrictive to the implementation of Hybrid projects, which may be able to generate beyond the hours of 8 am to 6pm due to wind power components. Additionally, compensation for grid unavailability should be at a corresponding tariff i.e. losses during non-solar generation hours should be compensated at the non-solar generation hours tariff. Please clarify.	As Waiver on penalty is allowed for 15% monthly non availability, there will be no compensation for generation loss for the scheduled non solar generation hours due to grid unavailability beyond delivery point for factors not attributable to the bidder. It is also clarified that in case monthly availability during scheduled non solar generations hours falls below 85 percent if grid is unavailable beyond delivery point due to factors not attributable to the bidder then in that case no penalty will be applicable as per Clause 3.11.3 of the RIS.



Sr.No	Rfs/ PPA	Clause No.	Existing Clause	Bidder's Query/Requests	MSEDCL Reply
60	PPA	4.1.7	In case of part commissioning till SCOD as described in Section 4.1.6 above, MSEDCL will purchase the generation till SCOD at 75% of PPA tariff.	We request MSEDCL to purchase the generation in case of early part commissioning at PPA tariff	<b>The request is not accepted.</b> The PPA conditions shall prevail.
61	PPA	8.5.1	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.	In addition to extension in SCOD due to Force Majeure, SPD should also be entitled to get compensation if Force Majeure event gets extended beyond 3 months causing loss to the Developer	<b>The request is not accepted.</b> The PPA conditions shall prevail.
62	PPA	8	Force Majeure	Request MSEDCL to include "Pandemic" as a force majeure event.	<b>The request is not accepted.</b> The PPA conditions shall prevail.
63	PPA	8.2.2	Non - Natural Force Majeure Event	Request MSEDCL to include Delay in permits, consent, Administrative approvals from Govt authorities as a non-natural force-majeure event	<b>The request is not accepted.</b> The PPA conditions shall prevail.
64	Draft PPA		General	Any changes that are made in the RIS should also be reflected in the Draft PPA so as to avoid conflicting clauses	
65	PPA Offtake Constraint due to grid unavailability	3.3	Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted):  Minimum Generation Compensation = 50% of [(Average Generation per hour during the month) × (number of backdown hours during the month)] X Back down Capacity x PPA Tariff	Grid unavailability in a contract year as defined in the PPA:  Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) × (number of backdown hours during the month)] X Back down Capacity x PPA Tariff	<b>The request is partially accepted.</b> The revised clause is as follows:  "Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted):  Minimum Generation Compensation = <u>100%</u> of [(Average Generation per hour during the month) × (number of backdown hours during the month)] X Back down Capacity x <u>Solar Generation Hour Tariff</u> "
66	PPA PBG	4.2	.... An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Renewable Energy Project Developer, on advance payment of extension charges of Rs. 10,000/- per day per MW. ....	.... An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Renewable Energy Project Developer, on advance payment of extension charges of Rs. 1,000/- per day per MW. ....	<b>The request is not accepted.</b> The PPA conditions shall prevail.
67	PPA Late payment	6.3	For payment of Monthly bill by MSEDCL thirty (30) days beyond its due date, if paid after Due date of Payment, a late Payment charge shall be payable by MSEDCL to the Renewable Energy Project Developer at the rate of 1.25% (percent) in excess of the SBI, 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI.	For payment of Monthly bill by MSEDCL thirty (30) days beyond its due date, if paid after Due date of Payment, a late Payment charge shall be payable by MSEDCL to the Renewable Energy Project Developer at the rate of 5% (percent) in excess of the SBI, 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI  As per Electricity (Late Payment Surcharge) Rules, 2021 issued by MoP on 22.02.2021, base rate of Late Payment Surcharge means the marginal cost of funds based lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent .	<b>The request is not accepted.</b> The PPA conditions shall prevail.
68	PPA Letter of Credit	6.5(1)(c)(iii)	The MSEDCL shall replenish the Letter of Credit to bring it to the original amount within 30 days in case of any valid drawdown.	The MSEDCL shall replenish the Letter of Credit to bring it to the original amount within 03 days in case of any valid drawdown.  As per the industry practice, the Letter of Credit should be replenished immediately in cases of any valid drawdown.	<b>The request is not accepted.</b> The PPA conditions shall prevail.
69	PPA Payment Security	6.5 (2)	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.	We understand that the DISCOM will maintain such amount by itself.  Kindly provide clarity on the following: 1) Who will create and maintain the PSF? 2) What are the modalities for payment from PSF? 3) Under what circumstances, PSF shall be utilised?	<b>The request is not accepted.</b> The PPA conditions shall prevail.
70	PPA Dispute resolution	6.6	In the event of a dispute as to the amount of any Tariff Invoice, MSEDCL shall notify the Renewable Energy Project Developer of the amount in dispute and MSEDCL shall pay the Renewable Energy Project Developer 100% of the undisputed amount within the due date provided either party shall have the right to approach the MERC/CERC to effect a higher or lesser payment on the disputed amount. The Parties shall discuss within a week from the date on which MSEDCL notifies the Renewable Energy Project Developer of the amount in dispute and try and settle the dispute amicably.	In the event of a dispute as to the amount of any Tariff Invoice, MSEDCL shall notify the Renewable Energy Project Developer of the amount in dispute and MSEDCL shall pay the Renewable Energy Project Developer 100% of the undisputed amount and 90% of disputed amount within the due date provided either party shall have the right to approach the MERC/CERC to effect a higher or lesser payment on the disputed amount. The Parties shall discuss within a week from the date on which MSEDCL notifies the Renewable Energy Project Developer of the amount in dispute and try and settle the dispute amicably.  90% of Disputed amount may please be considered to be released.	<b>The request is not accepted.</b> The PPA conditions shall prevail.
71	PPA	8.9.3	Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Events.	As per the guidelines, Payments during such FM event can be deferred. Therefore, provision may be modified accordingly.	<b>The request is not accepted.</b> The PPA conditions shall prevail.
72	PPA	9.2.1	In the event of occurrence of any of events as provided under Article 9.1 which results in any increase/ decrease in the Project Cost (i.e. the cost incurred by the SPD towards supply and services only for the Project concerned, up to the Actual Commissioning Date of the last part capacity or Scheduled Commissioning Date/extended Scheduled Commissioning Date, whichever is earlier), the Renewable Energy Power Developer/MSEDCL shall be entitled for compensation by the other party, as the case may be, subject to the condition that the such 'Change in Law' is recognized by the MERC.Compensation payment on account of such 'Change in Law' shall be determined and shall be effective from such date as may be decided by the MERC.	Request MSEDCL to consider the entitlement for compensation due to change in law for the operation period post commissioning as well	<b>The request is not accepted.</b> The PPA conditions shall prevail.
73	PPA Relief for Change in Law	9.2.2	...subject to the provision that MERC recognizes such provisions at the time of adoption of tariff by the MERC...	...subject to the provision that MERC/ CERC recognizes such provisions at the time of adoption of tariff by the MERC/ CERC...  MERC or CERC as applicable	<b>The request is not accepted.</b> The PPA conditions shall prevail.
74	Tariff adoption and Procurement approval	New	Tariff adoption and procurement approval	As per TBCB Guidelines, MSEDCL is required to get the tariff adopted by the Appropriate Commission. Accordingly, such clause may please be incorporated.	As per prevailing practice, MSEDCL is filing the petition before Honourable MERC for adoption of tariff soon after the completion of e-reverse auction and before signing of PPA. Therefore, incorporating any new clause is not required.



Sr.No	Rfs/ PPA	Clause No.	Existing Clause	Bidder's Query/Requests	MSEDCL Reply
75	Time extension in SCD for offtake constraints due to Transmission Infrastructure not complete/ ready	New	No clause regarding Time extension in SCD for offtake constraints due to Transmission Infrastructure not complete/ ready. Kindly include the proposed clause.	Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of LTA by the STU and/or there is a delay in readiness of the STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU network until SCD of the Project, The above shall be treated as delays beyond the control of the SPD and SCD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA.  It is requested to include the clause pertaining to Time extension for the SCD of the project in case of delay in grant/ operationalization of LTA by the STU and/or there is a delay due to transmission infrastructure not complete/ ready (Transmission constraint) beyond Delivery Point as this is beyond control of SPD.	<b>The request is not accepted.</b> The PPA conditions shall prevail.
76	Generation compensation for offtake constraints due to Transmission Infrastructure not complete/ ready	New	No clause regarding Generation compensation for offtake constraints due to Transmission Infrastructure not complete/ ready.	After the scheduled commissioning date, if the plant is ready but the necessary power evacuation/ transmission infrastructure is not ready, for reasons not attributable to the Solar Power Generator, leading to offtake constraint, the provision for generation compensation is as per TBCB guidelines 5.5.1 (a).  It is requested to include the clause pertaining to Generation Compensation for offtake constraint due to Transmission Infrastructure not complete/ ready (Transmission constraint) beyond Delivery Point as this is beyond the control of SPD.	<b>The request is not accepted.</b> The PPA conditions shall prevail.
77	Storage type in ESS	New		Storage type may be specified either BESS or Pumped storage to have a fair competition in bidding process.	As already mentioned in the clause no. 1.5.5 of RIS, The Energy Storage Facility may include, but not be limited to, Battery Energy Storage System (BESS), Pumped Storage System, Mechanical and Chemical systems, or combinations thereof
78	PPA	Definitions	"Government Instrumentality" shall mean the GoI, the GoM, respective state govt. and their ministries, inspectorate, departments, agencies, bodies, authorities, legislative bodies.	Please clarify which respective state governments will be included.	For avoidance of doubt, it is clarified that respective state government refers to Maharashtra only.
79	PPA	General		We request MSEDCL to include Generation compensation in off take constraint due to transmission infrastructure not complete/ ready beyond delivery point in PPA.	<b>The request is not accepted.</b> The PPA conditions shall prevail.
80		General		Whether the Developer can have a contractual arrangement with the Energy Storage vendor?	Yes, as clarified in Sr.No. 28, third party tie-up is allowed.
81		General		The Non Solar hours to be clearly specified for better utilization.	"NON-SOLAR GENERATION HOURS" shall mean the any 06 energy scheduling hours between (& including) 00:01 hrs up to 10:00 hrs and between (& including) 18:01 hrs up to 24:00 hrs of the same day; For the purpose of scheduling a "day" shall commence from 00:00 hrs and end at 24:00 hrs.;
82		General		Pl explain the Non Solar Hours Energy shortfall with illustrations.	It is already clarified in Sr. No. 44
83		General		In any time block, the Developer be allowed to sell the capacity above the contracted a 3rd party with seeking prior approval of the procurer.	No, in case excess generation is over and above 10% of declared annual CUF, the Successful Bidder will be free to sell it to any other entity provided first right of refusal will vest with MSEDCL.
84		General		Need an extension of at least 4 weeks as this is not a Regular Tender and in view of forthcoming festivals.	The last date of bid submission is extended to 03.10.2022
85		General		Considering BESS (Battery Energy Storage System) as ESS for this tender, new clause of Minimum Dispatchable Capacity should be added  As per SECI RfIs for procurement of 500 MW/100MWh pilot projects of Battery Energy Storage Systems, capacity degradation factor of batteries is considered and it has mentioned the minimum dispatchable energy to be made available by BESS at the end of a given year. Request MSEDCL to kindly clarify on the minimum dispatchable energy to be made available for a given year.	<b>The request is not accepted.</b> The RIS conditions shall prevail.
86		General		The Delivery Point to be changed to CTU for Projects outside Maharashtra to align with GNA & other Regulations.	<b>The request is partially accepted.</b> The revised clause is as follows: The delivery point in case of ISTS connected projects shall be the <u>Western Region periphery</u> . The MSEDCL shall pay for the Scheduled /Delivered Energy as certified by Appropriate authority through REA/Regional Energy Account).
87	PPA	8.5.1	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.	In addition to extension in SCOD due to Force Majeure, SPD should also be entitled to get compensation if Force Majeure event gets extended beyond 3 months causing loss to the Developer	<b>The request is not accepted.</b> The PPA conditions shall prevail.
88	PPA	8	Force Majeure	Request MSEDCL to include "Pandemic" as a force majeure event.	<b>The request is not accepted.</b> The PPA conditions shall prevail.
89	PPA	8.2.2	Non - Natural Force Majeure Event	Request MSEDCL to include Delay in permits, consent, Administrative approvals from Govt authorities as a non-natural force-majeure event	<b>The request is not accepted.</b> The PPA conditions shall prevail.
90	RFS	Definitions	"NON-SOLAR GENERATION HOUR TARIFF" shall mean the tariff payable to the Renewable Energy Developer for energy supplied during the non-solar generation Hours as per the dispatch schedule confirmed by the MSEDCL, applicable to supply of energy limited to 300 MWh during non-solar generation hours, for each 100 MW Contracted Capacity.		<b>The clause is revised as follows:</b> "NON-SOLAR GENERATION HOUR TARIFF" shall mean the tariff payable to the Renewable Energy Developer for energy supplied during the non-solar generation Hours as per the dispatch schedule confirmed by the MSEDCL, applicable to supply of energy limited to <b>600 MWh during non-solar generation hours, for each 100 MW Contracted Capacity.</b>
91	RFS	3.2.3.1	Any interim changes required in the Energy Storage facility shall be taken care by the Renewable Energy Developer, if required to provide dispatchable energy throughout the projects life. Also the Renewable Energy Developer may change the type of the Energy Storage facility at any time during the term of the Project, based on the technological developments. However, throughout the terms of the PPA, irrespective of the changes made in Energy Storage technology, minimum Energy Storage facility rated capacity installed shall be equal to 'X/2' MW for 06 hours, where 'X' is the Contracted Capacity of the Project as per the PPA. For example, in case the Contracted Capacity of a Project is 100 MW, the minimum capacity rating of the Energy Storage facility installed shall be 50 MW for delivering 300 MWh.		<b>The revised clause is as follows:</b> " Any interim changes required in the Energy Storage facility shall be taken care by the Renewable Energy Developer, if required to provide dispatchable energy throughout the projects life. The storage technology mentioned in the bid shall not be changed during the course of the PPA tenure. However, throughout the term of the PPA, minimum Energy Storage facility rated capacity installed shall be equal to 'X/2' MW for 06 hours, where 'X' is the Contracted Capacity of the Project as per the PPA. For example, in case the Contracted Capacity of a Project is 100 MW, the minimum capacity rating of the Energy Storage facility installed shall be 50 MW "
92	RFS	General		For non solar generation, we will be adopting new technology i.e, Solar-Flywheel Hybrid technology (approved by MNRE). It is requested to grant your approval for this new technology. Further being new technology it is our humble request to consider slightly higher rates in the bidding process.	As already mentioned in the clause no. 1.5.5 of RIS, The Energy Storage Facility may include, but not be limited to, Battery Energy Storage System (BESS), Pumped Storage System, Mechanical and Chemical systems, or combinations thereof.

Sr.No	Rfs/ PPA	Clause No.	Existing Clause	Bidder's Query/Requests	MSEDCL Reply
93	RFS	General		The processing fee for the said tender is more. Looking the pandemic crisis last year, same may please be reduced to half.	<b>The request is not accepted. The RFS conditions shall prevail.</b>
94	RFS	3.13	3.13 Commissioning and penalty for delay in commissioning: The Commissioning of the Projects shall be carried out by the Successful Bidder selected based on this RIS, within a period of 30 (Thirty) months from the date of execution of the PPA. Commissioning certificates shall be issued by the respective central / state authority after successful commissioning of Project		<b>Following paragraph is added under clause 3.13 of the RFS:</b>  <i>"The Successful Bidder shall be required to obtain Developer and / or Transfer Permission, Copy of key plan drawing showing survey number, plot number, point of installation of renewable power project with capacity. Further, evidence of clear possession of Project Site selected by Successful Bidder shall be submitted 30 (Thirty) days before the Scheduled Commercial Operation Date for which the Successful Bidder shall provide documents/ Lease Agreement to establish possession/ right to use 100% (hundred per cent) of the required land in the name of the Successful Bidder or its Affiliate. In case the land is in the name of Affiliate, the land should be transferred in the name of Successful Bidder prior to Scheduled Commercial Operation Date (SCOD). Wherever leasing of private land is involved, the lease should allow transfer of land to lenders or MSEDCL, in case of default of the Successful Bidder. For lease of Government land, if the lease is not available upfront for the entire term of the PPA, then the Successful Bidder shall be required to give an undertaking stating that they shall be solely responsible for securing the extension of required land for the balance period of term of PPA. For lease of private land, the lease period shall cover the entire term of PPA. 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 shall be submitted by the Successful Bidder 30 (thirty) days before SCOD. Commissioning of the Project will not be allowed until the demonstration of land possession by the successful bidder. Such delay in commissioning, if any, shall lead to liquidated damages as per clause 3.13.3."</i>
95	RFS	3.13.1	3.13.1 Part Commissioning: Part commissioning of the Project shall be accepted by MSEDCL subject to the condition that the Minimum Capacity for acceptance of first and subsequent part(s) commissioning shall be the 50% of the capacity specified by the bidder in its bid for the particular/each site or 50 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned.		<b>Following paragraph is added under clause 3.13.1 of the RFS:</b>  <i>"However, the SCOD (Schedule Commercial Operation Date) will not get altered due to part-commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCOD."</i>
96	RFS & PPA	3.13.2	Early Commissioning: The Successful Bidder shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCOD subject to the availability of the evacuation arrangements. In cases of early part-commissioning and the evacuation arrangements are available, MSEDCL shall purchase the generation at 75% of the respective Part PPA tariff without any additional Tariff on account of Change in Law till the SCOD for the energy supplied during Solar Generation Hours and Non-Solar Generation Hours. In case of early full commissioning, MSEDCL will purchase the generation till SCOD at respective part PPA tariff for the energy supplied during Solar Generation Hours and Non-Solar Generation Hours. Further, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of MSEDCL.		<b>The clause is revised as follows:</b>  <i>"Early Commissioning: The Successful Bidder shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCOD subject to the availability of the evacuation arrangements. In cases of early part-commissioning and the evacuation arrangements are available, MSEDCL shall purchase the generation at 75% of the <b>respective Solar generation hours and non-solar generation hours tariff</b> without any additional Tariff on account of Change in Law till the SCOD for the energy supplied during Solar Generation Hours and Non-Solar Generation Hours. In case of early full commissioning, MSEDCL will purchase the generation till SCOD at <b>respective Solar generation hours and non-solar generation hours tariff</b> for the energy supplied during Solar Generation Hours and Non-Solar Generation Hours. Further, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of MSEDCL."</i>
97	RFS	Bid Information Sheet	Cost of RIS Document (non-refundable)	Bank account details for the payment	Account details are as below: Account Name- Maharashtra State Electricity Distribution Co. Ltd. Bank- Bank of Maharashtra. Branch-Bandra East, Mumbai Account No.-20045303764 IFSC Code-MAHB000164 MICR Code-400014043 (Kindly provide UTR No. details to MSEDCL at the time of bid submission)
98	RFS	Bid Information Sheet	EMD	Bank Details of MSEDCL for Bank Guarantee	Name of Bank - Bank of India Branch Name - Mumbai Large Corporate Branch Account No. - 016020110000033 Name of Account Holder by Designation - Director Finance, MSEDCL IFSC Code - BKID000160 TYPE OF ACCOUNT - CURRENT ACCOUNTS Address - Mumbai Large Corporate, 70/80, MG Road, Fort, Maharashtra