



महाराष्ट्र शासन

Mahatma Phule Renewable Energy and Infrastructure Technology Limited

(Subsidiary of MPBCDC, a Government of Maharashtra undertaking)
CIN No. U40106MH2021SGC358784



Date: 01/07/2026

Pre-Bid Queries Clarifications

Tender Name: - Request for Proposal (RFP) For Tariff Discovery & Selection of Solar Power Developers through Competitive Tendering Process for 100 MW Behind-the-Meter (BTM) with and without Battery Energy Storage System (BESS) under RESCO Model in the state of Maharashtra.

Tender ref no: - MAHAPREIT / RESCO / BTM / 01 / 2026-27.

Tender Search Code (TCS): - MHPREIT-2026-TN000002.

Pre-Bid meeting date: 16/06/2026 at 03.00 PM.

Sr.No.	Existing Clause	Bidder Queries/suggestions	MAHAPREIT Clarification
1	Clause 10.2, Solar Experience (All Sub-Categories), Minimum cumulative 2 MW of Grid-Connected Rooftop/ Ground Mounted/BTM Solar PV Projects commissioned in the previous 5 years, with at least one project in satisfactory operation for not less than 1 year as on bid submission date. Documentary evidence (completion certificates, commissioning reports) to be furnished.	Considering that the Magel Tyala Saur Krushi Pump Yojana (MTSKPY) and PM-KUSUM Component-B involve design, supply, installation, testing, commissioning, and O&M of Solar Photovoltaic Water Pumping Systems (SPWPS), whether the experience of execution and commissioning of Solar Pumping Projects under these Government schemes shall be considered as eligible experience towards fulfillment of the above technical qualification criteria. Kindly confirm.	No. Only experience in Grid-Connected Rooftop, Ground-Mounted, or BTM Solar PV Projects shall be considered eligible. Tender condition prevails.
2	General terms and conditions	Can we participate in this tender by forming a Joint Venture (JV) / Consortium with an experienced company? If yes, is it mandatory to provide an equity stake/shareholding to the experienced company in the JV/Consortium or SPV?	The Lead Member must hold a minimum of 51% equity in the JV/Consortium and in the SPV (Clause 7.8) until 1 year after CoD. The experienced partner's experience counts towards Clause 10.2 eligibility on a pro-rata basis, with documentary evidence. Joint and

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		<p>What is the minimum shareholding or participation required for such an experienced partner?</p> <p>Can the experienced company participate only for providing technical eligibility while our company acts as the Lead Member, subject to compliance with the RFP conditions?</p> <p>Kindly specify the documents and formalities required for forming such a JV/Consortium.</p>	<p>several liability applies to all members. Required documents: JV agreement, board resolutions, power of attorney. Tender condition prevails.</p>
3	<p>Bid Information Sheet, Serial No. 19, (on page no. 6), and Clause No. 10.24 (on page no. 41) regarding ALMM Compliance.</p>	<p>The RFP states that ALMM compliance is mandatory for modules and cells; however, it does not specify whether ALMM List-I and/or List-II is applicable. Kindly clarify whether DCR modules are mandatory or whether non-DCR ALMM-compliant modules are permitted. As per prevailing MNRE guidelines for BTM projects, ALMM List-I modules are generally applicable.</p>	<p>Both ALMM List-I (Solar PV Modules) and ALMM List-II (Solar PV Cells) compliance is mandatory as per MNRE's OM (June 2026) applicable to government-facilitated projects. DCR (Domestic Content Requirement) modules are not separately mandated; non-DCR ALMM-compliant modules are permitted. All modules and cells must appear on the current ALMM list at the time of procurement. Bidders must submit a signed undertaking per FORMAT 16. Also note that the prevailing guidelines/policy from MNRE or any other competent authority will be applicable.</p>
4	<p>Clause 10.2, Eligibility Criteria for BESS Categories (A1- B and A2-B), Supply/commissioning of minimum 0.5 MW / 1 MWh Battery Energy Storage System in the previous 5 years; OR a valid MoU / Agreement with a BESS OEM/system integrator holding BIS/IEC 62619 certification. Documentary proof mandatory.</p>	<p>The RFP requires prior BESS experience for participation in BESS categories. We request MAHAPREIT to consider bidders with proven experience in grid- connected ground-mounted solar projects. Our organization has successfully executed more than 50 MW of ground-mounted solar projects. Similar eligibility relaxations have been adopted by various PSUs for Solar + BESS tenders to encourage wider participation and competition.</p>	<p>Tender condition prevails.</p>

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5	Bid Information Sheet, Serial No. 16, Tender Processing Fee, The non-refundable bid processing fees of Rs. 1 Lakhs+ 18 % GST per MW to be payable by RESCO / bidder.	The prescribed tender processing fee of INR 1,00,000 + GST per MW is on the higher side and may limit participation. We request MAHAPREIT to kindly consider reducing the fee or introducing a reasonable upper cap per bidder.	The Tender Processing Fee of ₹1,00,000 + 18% GST per MW is non-refundable and shall remain as specified in the Bid Information Sheet. Tender condition prevails.
6	Bid Information sheet, Serial No. 14, Bid Security/EMD (on page no. 5) Clause No. 10.13 (on page no. 37), Clause No. 10.14 and 10.15 (on page no. 38) regarding EMD.	What is the qualification for MSMEs with valid UDM registration for exemption on EMD?	MSMEs with a valid UDYAM Registration Certificate (as on bid submission date) with relevant services mentioned in certificate are exempted from Bid Security (EMD), subject to submission of relevant proof. Tender Processing Fee (Non-Refundable) is NOT exempted for UDYAM-registered MSMEs. Refer Clause 10.13 and 10.14.
7	Bid Information Sheet, Serial No. 16, Tender Processing Fee, The non-refundable bid processing fees of Rs. 1 Lakhs+ 18 % GST per MW to be payable by RESCO / bidder. (on page no. 6)	Tender processing fee should be thought of again, sir, it's not even refundable.	Tender condition prevails.
8	Bid Information Sheet, Serial No. 17, Minimum Bid Capacity. (on page no. 6). Clause No. 7.8 and 7.9 (on page no. 21)	So, when we say minimum bid capacity is 5 MW overall across all sub-categories and a minimum of 10% of total bid quantity in A1 sub-categories A1S and A1B combined, sir, when we are going to put four different quotations, supposing I only want to do A1B and A2B, then how does it work?	Minimum bid capacity shall not be less than 5 MW for across all sub categories.
9	Bid Information Sheet, Serial No. 19, (on page no. 6), and Clause No. 10.24 (on page no. 41) regarding ALMM Compliance.	ALMM compliance: can we get clarity on non-DCR or DCR in simple terms.?	Both ALMM List-I (Solar PV Modules) and ALMM List-II (Solar PV Cells) compliance is mandatory as per MNRE's OM (June 2026) applicable to government-facilitated projects. DCR (Domestic Content Requirement) modules are not separately mandated; non-DCR ALMM-compliant modules are permitted. All modules and cells must appear on the current ALMM list at the

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			time of procurement. Bidders must submit a signed undertaking per FORMAT 16. Also note that the prevailing guidelines/policy from MNRE or any other competent authority will be applicable.
10	General.	Sir benchmark costs are in mentioned up to 25 kwp and that too with BESS for 1/3/6 hours. If my information is wrong pls share the right OM (I have attached my reference)	Benchmark project costs per Annexure I are: A1-S/A2-S (Solar Only): ₹5.50 Cr/MW (Ex-GST); A1-B (Solar + BESS 30%/2hrs): ₹7.50 Cr/MW (Ex-GST); A2-B (Solar + BESS 50%/2hrs): ₹8.50 Cr/MW (Ex-GST). These are indicative costs for facilitation charge and PBG calculation. Actual installed cost may vary.
11	General.	BESS - which other technology is approved how do we get information on same?	LFP is preferred. Other Li-Ion variants and any BIS/IEC 62619-certified electrochemical storage (including Sodium-Ion if certified) are acceptable per Section 10.3. All BESS must comply with IEC 62619 / UL 9540 / IS 16270 with NABL/BIS-accredited lab certificates. For BESS technologies not listed above, prior written approval from MAHAPREIT is required.
12	Clause No. B, Definitions & Abbreviations, Serial no. 69, Project Company, The Successful Bidder shall incorporate a Special Purpose Vehicle (SPV) as Project Company prior to execution of PPA. SPV shareholding of Successful Bidder shall not fall below 51% until 1 year after COD. In case of Consortium, combined shareholding shall not fall below 51% till 1 year after COD. However, if the Project is being set up by a listed company, this condition shall not apply. (on page no. 14)	Under definition approvals point number 69, basically, in the project company, the promoter has to hold 51% stake. For raising funds, if we have to can this be altered after taking written approval from MAHAPREIT	Tender condition prevails.

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13	General.	What if a developer is not able to finish all of allotted capacity within time of 12 months. (e.g of the 5MW only 2-3 Mw is PPA signed and delivered, for various reasons)	The RESCO shall commission the full awarded capacity within 12 months of LoA. For uncommissioned balance capacity, MAHAPREIT may invoke penalty provisions per PPA Clause 12.1 and may reallocate the unexecuted capacity to other empaneled RESCOs. The RESCO shall notify MAHAPREIT in writing of any delays. Force majeure provisions under Clause 11.5 apply where eligible.
14	Clause No. 10.37 (on page no. 44) and Clause No. 11.12 (on page no. 53), regarding Billing, Metering & Collection Charges	Section 4.11.12 Billing, Metering and Collection Charges: Service Charge 3% of the PPA Tariff shall be levied, escalated by 5% every 5 years from the PPA duration. MAHAPREIT should also give payment collection guarantee for the PPA term.	Tender condition prevails.
15	General.	Say an applicant gets awarded a LOA for 5 MW. the list of MSME that they will get will be unique list or will it be the same list for other developers also?	MAHAPREIT will allocate separate list to each empaneled RESCOs.
16	Clause No. 11.10 (on page no. 48), Risk Security Mechanism (RSM).	RFS – 11.10 Page -48 – “Third Party Evaluator” what is the criteria for selection of such third party?	The Third-Party Evaluator under RSM (Clause 11.10) shall be selected by MAHAPREIT. Tender condition prevails.
17	Clause No. 8.8 (on page no. 25), If any excess solar energy generated is not consumed by the MSME and is curtailed at the site due to applicable State policies, zero-export restrictions, or any other reason, no compensation shall be payable by the DISCOM or MAHAPREIT for such unused units. However, the PPA being facilitated by MAHAPREIT includes a draft “Deemed Generation” clause, which allows RESCOs to seek compensation from the	PPA – Deemed Generation: the clause should be more stringent in wording and compulsory. E.g the contracted load stays same or is only increased for the duration of the PPA. if for any reason the load is reduced (machine breakdown, revision due to any change in law or requirement etc) the billing will have to be at contracted load only. (RFS – 8.8 on page 25 narrates “This clause shall be effective subject to mutual agreement at the time of PPA execution.”	Tender condition prevails.

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	MSME in defined circumstances such as load unavailability, site shutdowns, or rooftop access restrictions. This clause shall be effective subject to mutual agreement at the time of PPA execution.		
18	Model Power Purchase Agreement (PPA), Clause No. 7.3, Time of Payment and Clause No. 7.5 and Late Payment Surcharge (on page no. 103)	PPA – Time of Payment/ Late Payment surcharge – sir lets pls follow the same as MSEDCL. They have already had credit for 30 days from the 1st date of the month another 30 days will mean average 47 credit.	Payment terms under PPA Clause 7.3 shall remain as specified (30-day credit from invoice date with late payment surcharge per Clause 7.5). Terms are not being revised. Tender condition prevails.
19	Model Power Purchase Agreement (PPA), Clause No. 7.6, Disputed Payments (on page no. 103) and Clause No. 17.7, Governing Law, Jurisdiction and Dispute Resolution (on page no. 107)	PPA - for any disputed bills – MAHAPREIT should intervene and act as Arbitrator and clarify at the earliest	Tender condition prevails. In such cases Clause No. 17.7, “Governing Law, Jurisdiction and Dispute Resolution” shall applicable.
20	Model Power Purchase Agreement (PPA), Clause No. 12.1, Power Producer Defaults and Purchaser Remedies. (on page no. 105)	PPA – Default – 12.1 / iii – how is “abandons” defined?	'Abandons' under PPA Clause 12.1(iii) means the RESCO ceasing all site activities, withdrawing personnel and equipment, and failing to resume work within 30 days of a written notice from MAHAPREIT/Procuree, without a valid Force Majeure claim, written extension approval, or resolution plan submitted within the notice period. Disputes on this shall be subject to Clause 17.7.
21	Model Power Purchase Agreement (PPA), Clause No. 12.2, Purchaser Defaults and Power Producer Remedies. (on page no. 105)	PPA – Default – 12.2 – Risk Guarantee Mechanism should be for period of PPA not only 3 years	Tender condition prevails.
22	Clause No. 10.3, Financial Eligibility Criteria. (on page no. 32)	Kindly confirm whether Net Worth requirement shall be calculated based on total bid capacity or awarded capacity.	Tender condition prevails. Net Worth requirement shall be calculated based on total bid capacity.

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23	Clause No. 10.3, Financial Eligibility Criteria. (on page no. 32)	Please confirm whether turnover shall be calculated category-wise or cumulative across all bid categories.	Tender condition prevails. Turnover shall be calculated cumulative across all bid categories.
24	Clause No. 10.2, Financial Eligibility Criteria. (on page no. 31)	Kindly confirm whether rooftop and ground - mounted capacities can be combined for eligibility.	Tender condition prevails. Rooftop and ground - mounted capacities can be combined for eligibility.
25	Clause No. 10.2, Financial Eligibility Criteria. (on page no. 31)	Whether OEM authorization alone is sufficient or project execution experience is mandatory.	Tender condition prevails. In case of no experience, a valid MoU / Agreement with a BESS OEM/system integrator holding BIS/IEC 62619 certification. Documentary proof mandatory.
26	Clause No. 12.3, BESS-Specific Scope (Sub-Categories A1-B and A2-B) (on page no. 55), regarding BESS.	Clarify whether DC-coupled and AC-coupled BESS both are acceptable.	Both DC-coupled and AC-coupled BESS configurations are acceptable as stated in RFP Section 10.2 (Hybrid Inverter specification: 'DC-coupled or AC-coupled BESS port for A1-B and A2-B'). The choice is at the RESCO's discretion based on site conditions and performance optimisation. Both configurations must comply with BESS safety and efficiency specifications in Section 10.3.
27	Clause No. 11.4, Step III – Award & LOA. (on page no. 31)	Clarify implications if consumer delays PPA execution beyond 60 days.	Tender condition prevails. As per Clause No. 11.4 (vi).
28	Clause No. 11.11, Facilitation Charge. (on page no. 51)	Kindly clarify whether 6% facilitation charge is inclusive or exclusive of GST.	Facilitation charge is exclusive of 18 % GST. (or prevailing taxes)
29	Clause No. 11.11, Facilitation Charge. (on page no. 51) and Annexure -I Project Category Details (on page no. 91).	Kindly clarify benchmark project cost considered for facilitation charge calculation.	Facilitation charges are calculated on Estimated Project Cost per Annexure I: A1-S/A2-S: ₹5.50 Cr/MW; A1-B: ₹7.50 Cr/MW; A2-B: ₹8.50 Cr/MW (all Ex-GST). The 6% facilitation charge +18% GST is levied on allotted capacity cost at these benchmark rates. (or prevailing taxes)
30	Bid Information Sheet, Serial No. 15, Performance Bank Guarantee (PBG) (on page no. 6) and Clause No. 10.13,	Kindly confirm whether PBG value is linked to awarded capacity or minimum 5 MW capacity.	PBG is 2.5% of awarded capacity in tranches of 5 MW. Tender condition prevails.

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	Bid Security/EMD (on page no. 37 and 38).		
31	Bid Information Sheet, Serial No. 19, (on page no. 6), and Clause No. 10.24 (on page no. 41) regarding ALMM Compliance.	Kindly confirm whether ALMM List-I & List-II modules to be used or only ALMM List-1 modules to be used as this project comes behind the meter termination as it is an PPA project.	Both ALMM List-I (Solar PV Modules) and ALMM List-II (Solar PV Cells) compliance is mandatory as per MNRE's OM (June 2026) applicable to government-facilitated projects. DCR (Domestic Content Requirement) modules are not separately mandated; non-DCR ALMM-compliant modules are permitted. All modules and cells must appear on the current ALMM list at the time of procurement. Bidders must submit a signed undertaking per FORMAT 16. Also note that the prevailing guidelines/policy from MNRE or any other competent authority will be applicable.
32	Clause No. 12.3, BESS-Specific Scope (Sub-Categories A1-B and A2-B) (on page no. 55), regarding BESS.	Kindly confirm whether Sodium-Ion battery technology shall be acceptable if BIS/IEC certified.	Sodium-Ion battery technology is acceptable under this RFP provided it holds valid BIS/IEC 62619 certification and meets all BESS specifications in Section 10.3. Tender condition prevails.
33	Clause No. 8.8 (on page no. 25), If any excess solar energy generated is not consumed by the MSME and is curtailed at the site due to applicable State policies, zero-export restrictions, or any other reason, no compensation shall be payable by the DISCOM or MAHAPREIT for such unused units. However, the PPA being facilitated by MAHAPREIT includes a draft "Deemed Generation" clause, which allows RESCOs to seek compensation from the MSME in defined circumstances such as load unavailability, site shutdowns, or	Clarify compensation mechanism for zero-export restrictions and curtailment.	No compensation is payable by DISCOM or MAHAPREIT for curtailment due to zero-export restrictions (Clause 8.8). Compensation for Procurer-side curtailment (load unavailability, site shutdown, rooftop access denial) may be claimed via the Deemed Generation clause in bilateral PPA. Bidders are advised to factor BTM generation risks into quoted tariff. Tender condition prevails.

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	rooftop access restrictions. This clause shall be effective subject to mutual agreement at the time of PPA execution.		
34	Clause No. 11.10 (on page no. 48), Risk Security Mechanism (RSM).	Kindly provide detailed operating procedure and claim timelines under RSM.	As per Clause No. 11.10 (on page no. 48), Risk Security Mechanism (RSM).
35	Clause No. 12, Details of Works, Clause No. 12.1, General RESCO Scope (All Sub-Categories), Clause No. 12.3, BESS-Specific Scope (Sub-Categories A1-B and A2-B), Clause No. 12.5, Scope Boundary. (on page no. 54 & 55)	Kindly confirm whether inverter and battery replacement costs are included in tariff.	Financial bid declaration confirms tariff is inclusive of all costs including BESS replacement for 25 years. Tender condition prevails
36	Bid Information Sheet, Serial No. 6, (on page no. 4), Clause No. 7.1 (on page no. 20), Annexure-I: Project Category Details (on page no. 91).	Kindly confirm minimum committed consumer capacity available at LOA stage.	It will be based on the feasibility study of the MSME to decide the minimum capacity
37	Bid Information Sheet, Serial No. 14, Bid Security/EMD (Refundable) (on page no. 5), and Serial No. 16, Tender processing Fee (on page no. 6)	Kindly confirm MSMEs with valid UDYAM registration (as on bid submission date) exempted. For Bid Security and Tender Processing fee.	EMD exempted for UDYAM-registered MSMEs; Tender Processing Fee is not exempted.
38	Bid Information Sheet, Serial No. 15, Performance Bank Guarantee (PBG) (on page no. 6) and Clause No. 10.13, Bid Security/EMD (on page no. 37 and 38), Annexure-I: Project Category Details (on page no. 91).	"Successful Bidder shall be required to furnish a Performance Bank Guarantee ("PBG") as per the provisions of the RFP. 2.5% of Work Order value per sub-category, valid 15 months from issuance of LOA Effective Date + 1month claim period." Kindly let us know how the value is arrived for calculating PBG as this tender doesn't have any identified capex cost.	Tender condition prevails. Bidder shall submit 2.5 % PBG of awarded capacity in tranches of 5 MW as on when awarded/instructed. The PBG shall calculated as per the estimated cost per MW as provided Annexure-I: Project Category Details (on page no. 91).BG at 2.5% of awarded capacity; benchmark cost per Annexure I applies for calculation.
39	Bid Information Sheet, Serial No. 16, Tender processing Fee (on page no. 6)	Kindly confirm is MSME exemption is applicable for Tender processing fee or "The non-refundable bid processing fees of Rs. 1 Lakhs+ 18 % GST per MW to be payable by RESCO / bidder below	MSME exemption does not apply to Tender Processing Fee.

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		mentioned bank account of MAHAPREIT." is applicable	
40	Clause No. 12.4, Minimum CUF: Not less than 19% per annum. If CUF falls below the guaranteed level due to reasons attributable to the RESCO, appropriate penalty provisions as specified in the PPA shall apply. (on page no. 55)	Kindly confirm the minimum CUF shall not less than 19% for first year or it should be maintained throughout 25 year generation period	The minimum CUF of 19% per annum shall be maintained throughout the entire 25-year PPA term.
41	Clause No. 11.10 (on page no. 48), Risk Security Mechanism (RSM).	Kindly request you to provide a constructive payment security mechanism limiting maximum days to 60 days' time with revolving LC type of payments for the invoice submitted.	MAHAPREIT is not a payment guarantor; RSM is not an LC mechanism. Tender condition prevails.
42		Kindly clarify whether MAHAPREIT has already identified MSME consumers for the entire 100 MW capacity. If yes, please provide district-wise and category-wise indicative capacity.	MAHAPREIT has a pipeline of prospective MSME consumers from the MILSY programme and SJSA network. The final consumer list (district-wise and category-wise) shall be shared with successful bidders after LoA issuance and receipt of the first instalment of facilitation charges per Clause 8.9 and submission of equivalent amount of PBG. No confirmed site list is available at pre-bid stage.
43		What is the mechanism for allocation of MSME consumers/sites to successful bidders after tariff discovery?	Post-LoA, MAHAPREIT will allocate a unique, non-overlapping list of MSME consumers/sites to each successful RESCO based on awarded capacity, sub-category, and geographic spread. Allocation methodology is at MAHAPREIT's discretion, with the objective of geographic diversification and category matching.
44		In case suitable rooftop sites are not available against the awarded capacity will	If MAHAPREIT-provided consumers decline or sites are found structurally/technically unsuitable post site-visit, MAHAPREIT will

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		the developer be exempted from penalties associated with unallocated capacity?	endeavor to provide replacement consumers subject to availability. Penalties for capacity shortfall beyond the RESCO's control due to site unavailability shall be reviewed by MAHAPREIT on a case-by-case basis. Structural feasibility assessment remains the RESCO's responsibility per Clause 12.1.
45	Clause No. 12.1, General RESCO Scope (All Sub-Categories) (on page no. 54).	Will MAHAPREIT facilitate consumer onboarding, agreement execution, and coordination with MSME consumers?	MAHAPREIT's facilitation role covers consumer identification, initial aggregation, and sharing of consumer lists. site survey, technical assessment, PPA execution, and project commissioning are the RESCO's primary responsibility. MAHAPREIT shall facilitate but is not obligated to ensure consumer compliance. Refer Clause 12.1.
46	Clause No. 12.1, General RESCO Scope (All Sub-Categories) (on page no. 54).	Kindly clarify whether rooftop ownership verification and structural stability certification shall be arranged by MAHAPREIT or by the selected developer.	Rooftop ownership verification and structural certification are RESCO's responsibility.
47	Clause No. 12.1, General RESCO Scope (All Sub-Categories) (on page no. 54).	In case roof strengthening is required at any site, who will bear the associated cost?	RESCO assesses structural feasibility; cost burden follows from that assessment.
48	Clause No. 11.10, Risk Security Mechanism (RSM) (on page no. 48).	Please clarify the payment security mechanism available under the RESCO model.	RSM terms are clear under Clause 11.10. Tender condition prevails.
49	Clause No. 11.10, Risk Security Mechanism (RSM) (on page no. 48).	Will MAHAPREIT provide any payment guarantee in case of delayed payments by MSME consumers?	MAHAPREIT will not provide independent payment guarantee. RSM is MAHAPREIT's Risk security tool.
50	PPA, Clause No. 12.2, Purchaser Defaults and Power Producer Remedies (on page no. 105).	In case of consumer payment default, what remedies are available to the developer, and whether system disconnection is permitted?	In case of Procurer payment default, RESCO remedies include: (1) Demand notice to Procurer; (2) Trigger RSM under Clause 11.10 after default threshold is met; (3) Seek recovery via dispute resolution under Clause 17.7.

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51	Clause No. 11.11, Facilitation Charge (on page no. 51).	Please clarify the total facilitation charges payable to MAHAPREIT and the schedule of payment thereof.	Total facilitation charge is 6% of estimated project cost (Annexure I), exclusive of 18% GST. Payment schedule per Clause No. 11.11, Facilitation Charge (on page no. 51 and 52). Tender conditions prevails.
52	Bid Information Sheet, Serial No. 16, Tender Processing Fee, The non-refundable bid processing fees of Rs. 1 Lakhs+ 18 % GST per MW to be payable by RESCO / bidder.	The RFP mentions a Tender Processing Fee of ₹1,00,000/MW plus GST. We request MAHAPREIT to consider reducing the Tender Processing Fee to encourage wider participation and competition.	Tender Processing Fee shall remain as notified. Tender condition prevails.
53	Bid Information Sheet, Serial No. 16, Tender Processing Fee, The non-refundable bid processing fees of Rs. 1 Lakhs+ 18 % GST per MW to be payable by RESCO / bidder.	Kindly clarify whether the Tender Processing Fee is applicable on bid capacity or awarded capacity.	Tender condition prevails. Tender Processing Fee shall be calculated as per bid capacity of bidder.
54	Bid Information Sheet, Serial No. 15, Performance Bank Guarantee (PBG) (on page no. 6) and Clause No. 10.13, Bid Security/EMD (on page no. 37,38).	Kindly clarify whether a Surety Bond issued by an approved insurance company shall be accepted in lieu of Bank Guarantee / Performance Bank Guarantee.	Tender condition prevails.
55		Considering that many prospective bidders require additional time for technical, commercial, and financial evaluation, we request MAHAPREIT to kindly extend the bid submission date.	Bid submission date shall remain as notified on the e-Tender portal. Any revision to timelines, if decided by MAHAPREIT, shall be communicated through a formal corrigendum. Bidders are advised to monitor the portal regularly. Tender condition prevails.
56	Clause 10.2, Solar Experience (All Sub-Categories), Minimum cumulative 2 MW of Grid-Connected Rooftop/Ground Mounted/BTM Solar PV Projects commissioned in the previous 5 years, with at least one project in satisfactory operation for not less than 1 year as on bid submission date. Documentary evidence	The tender requires a minimum cumulative solar project experience of 2 MW. We request MAHAPREIT to consider relaxing/reducing this requirement to enable participation by emerging solar developers.	Tender condition prevails.

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	(completion certificates, commissioning reports) to be furnished.		
57	Clause 10.2, Eligibility Criteria for BESS Categories (A1- B and A2-B), Supply/commissioning of minimum 0.5 MW / 1 MWh Battery Energy Storage System in the previous 5 years; OR a valid MoU / Agreement with a BESS OEM/system integrator holding BIS/IEC 62619 certification. Documentary proof mandatory.	For BESS categories, we request MAHAPREIT to consider allowing participation based on OEM authorization/MoU without insisting on prior BESS execution experience.	Tender condition prevails
58		If a consumer withdraws after allocation, will MAHAPREIT provide replacement consumers / sites to the successful bidder?	If a consumer withdraws after allocation, MAHAPREIT will endeavour to provide a replacement consumer from its pipeline, subject to availability. The RESCO shall not be penalised for capacity shortfall directly attributable to consumer withdrawal, provided MAHAPREIT is notified in writing within 15 days of the consumer's withdrawal. Replacement allocation is at MAHAPREIT's discretion.
59	Clause No. 10.27 Impact of Change in Law, (on page no. 42)	Please clarify whether changes in GST, duties, taxes, levies, or regulatory charges during the project period shall be treated as Change in Law and compensated accordingly.	Changes in GST rates, statutory duties, taxes, or regulatory charges imposed by any competent authority after the Bid Submission Deadline shall be treated as Change in Law under Clause 11.2, and cost impact shall be evaluated by MAHAPREIT and passed on as an appropriate adjustment to the PPA tariff. Guidelines from MNRE or competent authority/ies shall not be treated as change in law.
60	Clause No. 11.4 Step III – Award & LOA. (on page no. 46) and Clause No. 11.6, Signing of PPA. (on page no. 47)	Kindly clarify the timeline for signing of PPA and issuance of Work Order after declaration of results.	Time line will be mention in LoA/Contract.

Sr.No.	Existing Clause	Bidder Queries/suggestions	MAHAPREIT Clarification
61		Kindly clarify the minimum project size expected at a single MSME consumer location.	Project size will be based on the detailed feasibility survey of the site. There is no minimum size defined for MSME
62	Section I: introduction, Clause No. 5, page no. 19.	<p>It is assumed that Bidder has satisfied himself with the site conditions at the Premises of Procurer and has assessed the quantum of work required to comply with the RFP and PPA conditions.</p> <p>There is no site visit before submitting the bid. How can PPA rate arrive without knowing the site conditions?</p>	<p>Tariff discovery under this RFP is at programme level, not individual site level. The RESCO is expected to quote a blended tariff accounting for typical site conditions across Maharashtra (roof types, structural variations, load profiles) as per RFP scope. Site visits shall be conducted after LoA issuance, before each bilateral PPA signing. Sites found technically unsuitable post-LoA shall be addressed through replacement, subject to MAHAPREIT's facilitation.</p>
63	<p>Clause No. 8.8, If any excess solar energy generated is not consumed by the MSME and is curtailed at the site due to applicable State policies, zero-export restrictions, or any other reason, no compensation shall be payable by the DISCOM or MAHAPREIT for such unused units.</p> <p>However, the PPA being facilitated by MAHAPREIT includes a draft "Deemed Generation" clause, which allows RESCOs to seek compensation from the MSME in defined circumstances such as load unavailability, site shutdowns, or rooftop access restrictions. This clause shall be effective subject to mutual agreement at the time of PPA execution. (on page no. 25)</p>	Will Mahapreit ensure as a part of facilitation services that the extra generated energy will be paid on time by the Offtaker according to the 'Deemed Generation' clause. How will this be managed if 10-50 PPAs are to be signed with different Offtakers.?	Tender condition prevails.
64	Clause No. 10.25, Progress Reporting. (On page no. 42)	MAHAPREIT shall have the right to depute representatives to ascertain progress at site.	Site progress reporting costs shall be borne by the developer. Tender condition prevails.

Sr.No.	Existing Clause	Bidder Queries/suggestions	MAHAPREIT Clarification
		Site progress and its report charges shall not be borne by the developer. Kindly confirm.	
65	Clause No. 11.6 (i), Signing of PPA. (On page No. 47)	PPA signing: Every site will be different with a different PPA rate and tenure? Is this understanding, correct?	Same discovered tariff per sub-category applies to all PPAs; PPA tenure is 25 years.
66	Clause No. 11.6, Signing of PPA, Sub-clause no. iii (a), In case the delay is on part of the MSME consumer, then such consumer shall not be considered for further installation process by that RESCO. (On page No. 47)	How this mechanism will be used in the calculation of PPA rate and overall project scoping? If multiple such Offtakers delay the process, this will hamper the developer project scoping, costing and timeline. Please clarify.	Consumer-delay consequences under Clause 11.6(iii) are clear. Tender condition prevails.
67	Clause No. 11.7, Refusal to Execute the PPA and Penalty. (On page No. 47)	Site refusal: This clause will be applicable only after site visits and accepting them. How will the sites be allocated across Maharashtra?	Sites allocated post-LoA; site refusal provisions under Clause 11.7 apply.
68		Offtaker profile: What will be the credit rating of the oftakers? This is important to know the risks involved in executing the project and also informing the financier / bank about the profile.	MAHAPREIT does not provide formal credit ratings of individual MSME consumers. The MSME list is shared post-LoA. The RSM (Clause 11.10) provides partial protection for Years 1–3. Bidders are advised to conduct their own due diligence on allocated consumers.
69	Format 1: Covering Letter, Familiarity with Relevant Indian Laws & Regulations “We undertake that we have satisfied ourselves with the site conditions of the projects and our proposed financial bid takes into consideration the existing site conditions.” (On page No. 61)	This clause is applicable only after successful site visits.	The Format 1 undertaking is the bidder's confirmation of familiarity with typical site conditions, applicable regulations in Maharashtra, and capacity to execute the scope described in the RFP. Since specific site visits are post-LoA, this declaration does not preclude the RESCO from raising site-specific issues during the PPA execution phase with individual MSME consumers.
70		Site: If there are any big trees around the site that needs regular trimming/chopping since the trees might obstruct the solar	Clearance of obstructions including tree trimming that may affect solar irradiation is the responsibility of the MSME Procurer as

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		irradiation on the panels, kindly confirm whose responsibility that would be with the permission approval and trimming expenses.	site owner. The RESCO shall bring such obstructions to the Procurer's attention at the time of site survey. Costs and approvals for tree trimming under local laws shall be arranged by the Procurer. Generation losses attributable to obstructions beyond the RESCO's control shall not be the RESCO's liability.
71	Clause No. 3.3.4, Super elevated structure (More than 3000 MM) (On page No. 116)	Super elevated structure: Is there any list on how many sites requires super elevated structure?	A specific list of sites requiring super-elevated structures is not available at pre-bid stage as sites are allocated post-LoA. Structural feasibility shall be assessed by the RESCO during the post-LoA site survey.
72	Clause No. 8.9, The list of prospective MSME will be shared with successful bidders after issuance of LoA and after receipt of 2% facilitation charges or part of that as mentioned in Schedule of Facilitation Charge Collection from bidder, signing of contract agreement. (On page No. 25)	The list of prospective MSME will be shared with successful bidders after issuance of LoA and after receipt of 2% facilitation charges: Please ensure that the sites are clear of all the hurdles ensuring successful site visits and acceptance.	MAHAPREIT will share a vetted list of prospective MSME consumers post-LoA. Technical suitability (structural load capacity, shading, grid connectivity) can only be confirmed upon site survey by RESCO . If sites are found unsuitable, MAHAPREIT will endeavour to provide replacements. Bidders should note that structural feasibility assessment is the RESCO's responsibility per Clause 12.1.
73		Is there any CAP on selection of developers?	There is no pre-set cap on the number of developers to be empanelled. Selection is based on L1 tariff discovery per sub-category and eligibility criteria.
74	Clause No. 11.12, Billing, Metering & Collection Charges. (On page No. 53)	Billing, Metering & Collection Charges: Is it expected to have an escalation of the PPA tariff every 5 year to cover these 3% charges with 5% escalation every 5 years. Kindly confirm.	The PPA tariff quoted by the RESCO is fixed for 25 years with zero escalation. The 3% Billing, Metering & Collection service charge (escalated 5% every 5 years) is a SEPARATE charge levied by MAHAPREIT on the PPA tariff — it is NOT an escalation of the PPA tariff itself. Total charge to MSME consumer = PPA tariff + MAHAPREIT service charge.

Sr.No.	Existing Clause	Bidder Queries/suggestions	MAHAPREIT Clarification
			The RESCO's revenue is from the PPA tariff only.
75	Clause No. 11.10 (ii) Obligations of RESCOs (On page No. 50)	Risk security mechanism: Is there a possibility to get a BG from the offtaker for a certain minimum time for payment security since the PPA is for 25 years.	The RSM (Clause 11.10) provides MAHAPREIT-backed partial risk security for Years 1–3. RESCOs may negotiate payment security (PDCs, security deposits, BGs) directly with individual MSME consumers at the time of bilateral PPA execution, within the framework of the model PPA. Tender condition prevails.
76		SPV: How many companies are allowed in the SPV?	The SPV (Project Company) may have any number of shareholders. Per Clause 7.8, the Successful Bidder's shareholding shall not fall below 51% until 1 year after CoD (or combined Consortium shareholding shall not fall below 51%). There is no restriction on the number of SPV shareholders beyond this promoter lock-in condition. The SPV must be incorporated under the Companies Act, 2013.
77	PPA, Clause No. 7, Tariff and Payments (On page No. 102)	The Fixed Tariff is specified in Schedule II and is UNCHANGED for the entire 25-year PPA Term. No annual escalation shall apply. The above clause mentions no annual escalation, but Mahapreit is charging 3% services charges in PPA with a 5% escalation every year. Kindly look into this and update accordingly.	The PPA tariff (as quoted by the RESCO and accepted by the Procurer) is FIXED for 25 years with zero escalation. The 3% Billing, Metering & Collection service charge escalated by 5% every 5 years is a separate administrative charge levied by MAHAPREIT above the PPA tariff. There is no contradiction — the RESCO tariff is fixed; the MAHAPREIT service charge is escalating. These are two distinct components.
78	PPA, Clause No. 11, Force Majeure (On page No. 105)	If due to war there are considerable market changes and costing related to \$ to INR exchange rates, would this be liable under this clause?	Currency exchange rate fluctuations (USD/INR) arising from war or other economic conditions are generally NOT Force Majeure events under Indian infrastructure contracts, as forex risk is a

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			commercial/financial risk that can be hedged or priced into the bid. The Force Majeure clause (Clause 11.5) covers events beyond RESCO's control that physically prevent performance. If war causes a physical supply chain disruption (e.g., import embargo on modules), that physical impact may be considered under Force Majeure on a case-by-case basis. It is at MAHAPREIT discretion solely. Currency depreciation per se is not covered.
79	Clause No. 7.9, Bidders are required to bid for minimum 10% of their total bid quantity in A1 subcategories (A1-S and/or A1-B combined). Bids quoting less than 10 MW overall or less than 10% in A1 sub categories shall be considered non-responsive. (on page no. 21)	As per the BID INFORMATION SHEET Serial No 17: 5 MW overall across all sub-categories; Minimum 10% of total bid quantity in A1 sub-categories (A1-S + A1-B combined) And as per the Clause 7.9 Bidders are required to bid for minimum 10% of their total bid quantity in A1 sub categories (A1-S and/or A1-B combined). Bids quoting less than 10 MW overall or less than 10% in A1 sub-categories shall be considered non-responsive. So kindly clarify what is the Minimum Bid Opacity? And clarify this clause.	Clause 7.9 has been AMENDED (refer to 'List of Amended Clauses' in this document). The minimum bid capacity is now 5 MW overall across all sub-categories, consistent with Bid Information Sheet Serial No. 17.

List of Amended Clauses

Sr. No.	Existing Clause	Amended Clause
1	Clause No. 7.9, Bidders are required to bid for minimum 10% of their total bid quantity in A1 subcategories (A1-S and/or A1-B combined). Bids quoting less than 10 MW overall or less than 10% in A1 sub categories shall be considered non-responsive. (on page no. 21).	Minimum bid capacity shall not be less than 5 MW for across all sub categories. Allocation of maximum capacity per sub categories shall be decided by MAHAPREIT at its own discretion.