

Replies to pre-bid queries in the tender for procurement of 1000 MW Floating Solar power

S. No.	Clause / Article No.	Clause / Article Description	Query/Suggestions	MSEDCL's Reply
RfS				
1	Bid	Ceiling Tariff	1. For better participation, the ceiling tariff may be increased from Rs.3.00 per kWh to Rs. 3.50 per kWh, Rs 3.80 per kWh.	The request is not accepted. The Ceiling Tariff shall be as mentioned in RfS documents.
2	Information Sheet	Earnest Money Deposit (EMD) Earnest Money @ Rs. 10 Lakh / MW is to be submitted in the form of Bank Guarantee along with the Response to RfS.	EMD Rs.1 lakhs/MW	The request is not accepted. The Bidder shall adhere to the existing RfS condition.
3	Cost of RfP document & Processing Fee BIS Page 4	Processing Fee (non-refundable) Rs. 3 Lakhs plus 18% GST, to be submitted in the form of DD/Pay Order along with the response to RfS in favour of "Maharashtra State Electricity Distribution Company Ltd", payable at Mumbai).	Kindly confirm if the Cost of RfP document and Processing fee is per CLUSTER or per Bidder.	The cost of RfS and Processing Fee is per bidder.
4		"Delivery Point / Interconnection Point" shall be the point or points of connection at which Electricity is delivered into the Grid System i.e. the interconnection point at the LV side (33 kV) of the EHV pooling substation of the FSPD.	It is assumed that the termination voltage will be 33kV. Kindly confirm.	Yes the Delivery Voltage shall be 33kV at the LV side (33 kV) of the EHV pooling substation developed by the FSPD.
5	Definition in RfS	"SCOD" or "Scheduled Commercial Operation Date" shall mean the date as declared by the Successful Bidder in the PPA which shall not exceed 21 (twenty one) months from the date of execution of the PPA.	1. we request you to stagger the 10 cluster in three lots such that the project completion time for lot 1 as 21 months, lot-2 as 27 months and lot-3 as 33 months. 2. Request you to kindly give us 24 months for COD. 3. 'SCOD' or 'scheduled Commercial Operation Date' shall mean the date as declared by the Successful Bidder in the PPA which shall not exceed 24 (twenty four) months from the date of approval of PPA by Commission	The request is not accepted. The Bidder shall adhere to the existing RfS condition.
6		"Effective Date" shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties	"Effective Date" shall mean the date of approval of PPA by Commission	The request is not accepted as approval of MERC has already been obtained on the bidding process and the tender documents - RfS & Draft PPA. The Bidder shall adhere to the existing RfS condition.
7	1.1.8 of RfS	Based on the recommendations of the committee, 10 locations have been finalized for implementation of 100 MW Capacity at each location and thus a cumulative capacity of 1000 MW floating solar power plant on Ujjani Dam.	Splitting the project in 10 fragments coupled with lowering the PPA (Rs.2.98 per kwh)take away the viability of the project. The tender document extends the scope of the project is to terminate power to the grid, the distance of grid from the dam site with 4 Spare breaker of 33KV will add to another woe.	The Bidder shall adhere to the existing RfS condition. Successful bidder shall make arrangement of the evacuation arrangement till the nearest STU sub-station and shall provide the space and the arrangement for 4 spare bays of 33 kV side.
8	1.2.2 of RfS	A detailed indicative list providing tentative RE integration capacity (MW) available at different sub-stations in proximity to the Ujjani dam water reservoir has been provided in Annexure XX of this bidding document.. Bidders shall have to choose the sub-station(s) for their proposed Solar Power Project from the above list.	A detailed indicative list providing tentative RE integration capacity (MW) available at different sub-stations in proximity to the Ujjani dam water reservoir has been provided in Annexure of this bidding document". Please provide this annexure	A detailed indicative list providing tentative RE integration capacity (MW) available at different sub-stations in proximity to the Ujjani dam water reservoir has been provided in Annexure XX .

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9	1.2.4 of RfS	In case of import of energy during a month, the successful bidder shall be required to make payment to MSEDCL at prevailing HT Industrial Tariff rate as determined by MERC from time to time.	In case of import of energy during a month, the payment for such import energy shall be netted off against the export energy supplied by the developer.	The request is not accepted. The Bidder shall adhere to the existing RfS condition. In case the successful bidder developing the project imports energy from the grid i.e. purchases through MSEDCL, the same shall be charged at the prevailing HT Industrial Tariff rate as determined by MERC from time to time.
10	1.3.1 of RfS	The Projects to be selected under this RfS for capacity of 1000 MW to be installed at 10 different clusters of 100 MW each on Ujjani Dam water reservoir in the Solapur district, Maharashtra, India specified in this RfS, provide for deployment of Floating Solar PV Projects. The selection of solar PV modules would be technology agnostic to suit the floating solar projects where humidity levels are high and moisture ingress is more. The modules with suitable quality back sheets, glass to glass packed modules or any modules with suitable technology (anchoring/ mooring systems) shall be used. The floats, modules used shall have proven design and demonstrated performance. Crystalline silicon or thin film etc., with or without trackers can be installed. Only commercially established and operational technologies can be used to minimize the technology risk and to achieve timely commissioning of the Projects.	<p>1. If we wish to go for 1000MWp the process is very difficult. Kindly simplify the process.</p> <p>2. Though requirement of provenness is well acknowledged, however, definition of provenness seems missing in the technical specification.</p> <p>It is a well acknowledged principle that an unproven technology with least track record, does not provide confidence for insurability, bankability and assurance to lenders and investors for a long term reliable plant operation and sustainability of its revenue generation proposition.</p> <p>Considering that it is one of the biggest GW size projects even for first time in world at single location, please provide clear definition of provenness with demonstrable experience to prove "proven design and demonstrated performance" of the floats & anchoring systems, which would provide clear guidance to Bidders to ensure sustainability of the future generation upto PPA period (25 years) and acceptability to lenders and insurers.</p>	Provenness in reference to the design and the demonstrated performance of the floats & anchoring systems shall be in consideration of the existing floating solar power projects in the world irrespective of the capacity. However, the developer shall make its due-diligence for the quoted capacity in regards to the technology and the material to be used and shall ensure sustainability of the future generation upto PPA period (25 years) and acceptability to lenders and insurers.
11	1.4.1 of RfS	A contingency fund shall be maintained with MSEDCL for clearance of project site or to meet any other eventuality / emergency situations after completion of 25 years or useful life of the project.	At CUF 20 the amount value of Rs.0.02/KWh. if it is calculated for 1MW for 25 years will be 1 Crore straight payment without cumulative. The total amount will be Rs. 1000 Crore without cumulative for 1000MW. This amount will make the project unviable. We request GOM to give the scope for clearance of project site after 25years to the Project contractor. Project contractor will remove all plants after 25years as directed by GOM.	The amount of Rs. 0.02/kWh towards Contingency Fund is a fund to be maintained with MSEDCL for clearance of project site or to meet any other eventuality/emergency situations after completion of 25 years or useful life of the project. The tariff component of Rs. 0.02/kWh shall be adjusted from the tariff, discovered in the e-bidding process, in each of the monthly invoices starting from the COD till the completion of 25 years or useful life of the project, whichever is earlier.

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12	1.4.2 of RfS	A part of the tariff i.e. Rs.0.02 per kWh, discovered through the competitive bidding process, shall be allocated for creation of such fund. The bidder shall keep this part of tariff in consideration while bidding.	<p>We Request MSEDCL to waive off Rs 0.02/kWh deduction from the Ceiling tariff and pass the benefit to developers because the corpus formed from Rs0.02/kWh would be used only for the disposing off the plant/project after PPA tenure.</p> <p>2. We understand Rs. 0.02/kWh of power generated will be kept with MSEDCL on monthly basis as security deposit towards dismantle (if required) the project after 25 years. From when the Developer will start putting the INR 0.02/kWh to kitty. When the decision will be taken for dismantling of the said plant. Who will have the claim on the interest earned from the kitty.</p>	The amount of Rs. 0.02/kWh towards Contingency Fund is a fund to be maintained with MSEDCL for clearance of project site or to meet any other eventuality/emergency situations after completion of 25 years or useful life of the project. However, the balance fund alongwith the interest after 25 years or usefull life of the project shall be passed through to the consumers of the MSEDCL through ARR.
13	3.1.3 of RfS	Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable processing fee as mentioned in the Bid Information Sheet	<p>As this is project based bidding, different tariffs are possible at different clusters.</p> <p>Thus, the issue of duplicity of bidding costs as well as paper work needs to rationalized</p>	The Processing Fee is to be submitted for the tender in which bidder may bid for the multiple locations.
14	3.1.4 of RfS	The Solar Power Generator shall obtain financial closure within Twelve (12) months from date of execution of thjs PPA.	The Solar Power Generator shall obtain financial closure within Eighteen (18) months from date of execution of this PPA	The request is not accepted. The Bidder shall adhere to the existing RfS condition.

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15	3.2.2 of RfS	<p>Capacity Allocation: The modality for allocation of the 1000 MW (10 clusters of 100 MW each) floating solar project shall be as under: (i) Selection of Grid Connected Floating Solar Power Projects for capacity of 1000 MW (10 clusters of 100 MW each) will be carried out through e-bidding followed by e-Reverse Auction process. There will be 10 separate e-reverse auction process for each 100 MW cluster. The Project will be developed at the location specified in Clause 1.1.8 and Clause 3.2.3 on Ujjani Dam, Solapur District, Maharashtra, India.....Further, the FSPD shall transfer the ownership of the evacuation infrastructure from the delivery point up to the nearest EHV substation of MSETCL/STU to MSETCL/STU after the construction of such infrastructure is completed. (ii) Single successful bidder shall be selected for the development of 100 MW floating solar owner plant for each cluster (Location) on Ujjani Dam as per provision of Clause 1.1.8 and the project shall be connected to the nearest EHV substation of STU/MSETCL. (iii) The Bidders shall quote only a single levelised tariff for the entire PPA term for the fixed capacity of 100 MW offered to be developed by the bidder for that particular cluster.....</p>	<p>1. There would be ten different e-reverse auction for determination of cluster wise solar tariff; Cluster wise e-reverse would not be conducted simultaneously (i.e., on the same date and time); A bidder who wishes to participate in more than one cluster could participate and could quote cluster specific rate. If the bidder who has participated for more than one cluster and is succeeding in winning the bids with different solar tariffs (thru' cluster wise e-reverse auctions), then MSEDCL would be signing PPA at cluster wise discovered solar tariff with such a Successful Bidder.</p> <p>2. Please provide list of Substations with their available spare capacity, in the vicinity which can be utilised to connectivity .</p>	<p>As clearly stated in the RfS, there would be ten separate e-reverse auction for each cluster of 100 MW each. It is further clarified that the Cluster wise e-reverse would not be conducted simultaneously i.e., on the same date and time. Further, a bidder who intends to bid for more than one cluster shall have to quote cluster specific tariff rates. If in case a bidder who has submitted its bid for more than one cluster and emerges as the successful bidder for more than one cluster at different tariff rates for each cluster, then MSEDCL shall sign separate PPAs for each cluster at the tariff so discovered in the e-reverse auction.</p>
16	3.2.2 i of RfS	<p>The FSPD shall transfer the ownership of the evacuation infrastructure from the delivery point up to the nearest EHV substation of MSETCL/STU to MSETCL/STU after the construction of such infrastructure is completed.</p>	<p>1. How will it work? Does FSPD need to build this infrastructure through a separate entity? Will there will be a right to use agreement between MSETCL/STU and FSPD? Who will maintain the same. Please may clarify if MSETCL /STU will take over the evacuation Infrastructure then , whether O & M also mwill be done by MSETCL/STU or not ?</p>	<p>The successful bidder developing the floating solar power project i.e the FSPD shall also develop the evacuation infrastructure from the floating solar project till the nearest MSETCL EHV Substation including the EHV pooling substation where the Delivery Point will be located. The FSPD may choose to develop the evacuation infrastructure on its own or through a separate entity. A right to use agreement shall be executed between MSETCL/STU and the FSPD. After the evacuation infrastructure is developed, the FSPD shall hand over the same to MSETCL. After the handover, the evacuation infrastructure shall be owned, operated and maintained by MSETCL.</p>
17	3.2.5 of RfS	<p>Project Scope and Technology Selection: The FSPD shall set up Floating Solar PV Power Project(s) including the transmission network up to the nearest EHV substation of STU/MSETCL and including the transmission infrastructure at the Delivery Point.....</p>	<p>1. kindly confirm that all these EHV substations are operational and in case there is delay beyond Project completion due to the EHV substation not being complete, MSEDCL shall compensate the FSPD for the generation loss. 2. Does the leased land mentioned in this section includes the storage area on the land as well?Bidder expects that the land on the shore for Pooling Substation, EHV switchyard and other facilities like office and storage of PV Modules and Floaters, shall be provided by MSEDCL/WRD</p>	<p>1. In case there is delay beyond Project completion due to the EHV substation not being complete, MSEDCL shall not compensate the FSPD for the generation loss. 2. Yes, MSEDCL shall provide through WRD the land on the shore for Pooling Substation, EHV switchyard and other facilities like office and storage of PV Modules and Floaters.</p>

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18		A tripartite agreement shall be signed through MSEDCL for handing over the land from Water Resource Department to the FSPD within 1 month from the date of signing of PPA. The land lease shall be valid from the date of signing of the tri-partite agreement for the term of the PPA	Request MSEDCL to share the draft of the Land Lease triPartite agreement which the successful bidder has to sign.	Instead of a Tri-Partite Agreement for Land Lease, a Bi-Partite Agreement shall be executed between MSEDCL and the Successful FSPD. Draft Agreement shall be shared with the successful Bidders.
19	3.2.5 of RfS	Project Scope and Technology Selection: The selection of solar PV modules would be technology agnostic to suit the floating solar projects where humidity levels are high and moisture ingress is more. The modules with suitable quality back sheets, glass to glass packed modules or any modules with suitable technology (anchoring/ mooring systems) shall be used. The floats, modules used shall have proven design and demonstrated performance. Crystalline silicon or thin film etc., with or without trackers can be installed. Only commercially established and operational technologies can be used to minimize the technology risk and to achieve timely commissioning of the Projects. However, the selection of Projects would be technology agnostic within PV technology and crystalline silicon or thin film, etc. with or without Trackers can be installed. In order to ensure only quality systems are installed, the Bidders shall strictly comply with the technical parameters detailed in the Annexure -A.	Qualifying the "right", "Proven", "commercially experienced", "bankable" Floats and Anchoring system are only to be considered that are not having any IPR dispute in past or on-going. This is purely in the interest of the MSEDCL and also for WRD to ensure realization of right quality assets in renewable sector which are sustainable. The matter becomes more important as the lien on the assets by the Lender are mostly on the Floating platform and Anchoring system. Therefore, there cannot be any comprise on "Provenness" of Floating and Anchoring systems and these should not be left to the developer for selection, as it may otherwise create an unequal platform for the competing Developers (proven-vs-unproven).	Provenness in reference to the design and the demonstrated performance of the floats & anchoring systems shall be in consideration of the existing floating solar power projects in the world irrespective of the capacity. However, the developer shall make its due-diligence for the quoted capacity in regards to the technology and the material to be used and shall ensure sustainability of the future generation upto PPA period (25 years) and acceptability to lenders and insurers.
20	3.5.3 of RfS	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 Sections 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.	Kindly accept letter from CEO at the time of Bid submission and Board Resolution shall be submitted before signing of the PPA. Also Please provide format for Board Resolution.	The request for submission of letter from CEO at the time of Bid submission and Board Resolution to be submitted before signing of the PPA is not accepted. As specified in the RfS in the format 6.4, the Bidder shall submit a Board Resolution from the respective Affiliate(s), undertaking to contribute the required equity funding.
21	3.6.2 of RfS	The responsibility of getting the grid connectivity with STU/MSETCL shall entirely be of the Successful Bidder	MSEDCL to clarify if CEIG or CEA shall be the Competent Authority for Electrical Inspection for the offered project	The Electrical Inspector of Maharashtra shall be the Competent Authority for electrical inspection of the floating solar power project before connecting to the Grid.

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22	3.6.5 of RfS	The FSPD shall spare land for at least four (4) numbers of 33 kV bay in each pooling substation for the connectivity of the project to the local distribution network, which will be used to cater\o the local agricultural load during day-time under Mukhyamantri Solar Agricultural Feeder Scheme.	1.Bidder shall provide the space as per the requirement. However bidder considers only indoor class 33 kV Switchgear which is almost standard for Solar PV Plant. MSEDCL needs to confirm the same. 2. 4 breakers as a spare will be very expensive. Please consider to reduce to One Breaker. 3. Kindly let us know the details of available Land for these projects which shall be provided on Lease basis including Drawings, area etc. notably for studies and design, common pooling SS, connectivity...etc	The Bidder has to design the layout of pooling EHV Sub-station by providing the sapce/land for 4 outgoing 33 kV Feeders.
23	3.6.8 of RfS	"The transmission charges for evacuation of power shall be as determined by MERC or as per the POC mechanism" as and when notified by the appropriate regulatory commission.	1. Bidder understands that the transmission charges are derived from losses from Delivery Point to Point of Connection. 2. Kindly elaborate. Also we request to consider the transmission charges on actual basis. 3. Please may clarify what is the purpose of Transmission Charges and request to relook and exclude it from the scope of Bidder .	Transmission charges beyond the delivery point shall be payable by MSEDCL as determined by the Hon'ble MERC.
24	3.6.9 of RfS	The successfulSpecial Purpose Vehicle (SPV). The successful bidder(s) developing the above transmission system shall obtain prior approval of the MSETCL/STU for such connectivity arrangement. Further, the operation and maintenance of the EHV pooling substation and the entire transmission network up to the EHV substation of MSETCL/STU shall be the responsibility of the successful bidder(s) or the SPV developing it, as the case may be.	As per Cl. 1.1.8 , the EHV lines shall be transferred to MSETCL/STU after the commissioning. Since, these EHV lines would be under the control of MSETCL/STU, hence it is desirable that the common Operation & Maintenance of the EHV line be carried out by MSETCL/STU. This would reduce the tariff as the O&M cost of the EHV lines would be optimised.	The Successful Developer developing the floating solar power project shall be responsible for the O&M of the evacuation line from the Floating Solar Power Plant to the EHV Pooling Substation. The EHV line from Pooling substation to MSETCL shall be developed by FSPD and the hand over to MSETCL/STU upon commissioning. However the Operation & Maintenance of the EHV Pooling substation and line shall be carried out by MSETCL/STU.
25	3.6.11 of RfS	All expenses including wheeling charges and losses between the Project and the Delivery Point shall be paid by the FSPD without any reimbursement by MSEDCL. The Successful Bidder shall not be entitled to deemed generation in case of any delay in Grant of connectivity	1. MSEDCL shall permit the FSPD to sell power to any private entity until to grand connectivity. 2. As per 3.6.8 the delivery point/Interconnection point will be the LV side of the EHV Pooling Sub-Station of the FSPD Therefore as per our understanding there will not be any wheeling charges or losses applicable on the same. Kindly confirm. 3. Kindly confirm if there shall be extension in Project completion timeline due to delay in grant of connectivity. We request that Grant of Connectivity to successfukl bidders in this case should be deemed since the evacuation is to be done through nearest MSETCL/STU EHV substation.	1. Sale of power to any third party shall not be allowed. 2. There shall be no extension in the COD due to delay in getting connectivity. 3. Wheeling Charges and Losses shall not be applicable to the FSPD as the delivery point is at LV side (33kV) of the EHV pooling substation.

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26	3.7.2 of RfS	The FSPD shall engage the third party like NEERI or IIT for assessment of the impact of project on environment in consultation with the Environment department and shall arrange to prepare the Terms of Reference (ToR) for the study of the impact on environment due to the project. Further, the ToR shall be vetted by the Environment department. The Third party in consultation with Environment Department will prepare the study report and same will be vetted by Environment Department. The action as per Environment Department/third party report shall be taken by FSPD. The FSPD shall ensure that the above studies are completed and vetted by the Environment Department and all necessary actions as mentioned in the study report have been taken before the start of any erection/construction work at the project site.	<p>1. Conventional Ground mounted plant doesn't invites environmental Clearance. Regarding floating solar, it is advisable that MSEDCL to carry out the common environmental assessment for complete project. It shall avoid repetition of tests by each bidders and the reduced tariff.</p> <p>2. As per provisions of the Environmental Impact Assessment (EIA) notification, 2006, which mandate environmental clearance for various projects, will not apply to solar PV (photovoltaic) power projects. We request you to please may exclude any such requirement from the scope of bidder.</p> <p>3. Bidders conducting environmental impact assessment for each 10 clusters will have repetitive work and cost which will be added to the tariff offered. Hence request MSEDCL to conduct EIA for complete 1000 MW.</p> <p>4. Can you please specify the overall scope of this study? In case the Environment Impact Assessment study does not permit to put the panels, what is the recourse ?</p>	<p>1. Bidders shall conduct at its own cost the EIA study for assessment of impact of project on environment. No claims and objections due to ignorance will be considered later.</p> <p>2. Further, if the Bidders choose to conduct such study jointly with other Bidders for the clusters, they shall be free to do so at their own costs and responsibility.</p> <p>3. If in case the Environment Impact Assessment study does not permit to install the solar panels at a particular location, then that particular Floating Solar Power Project shall not be developed and all the expenditure incurred by the FSPD towards the project till the time of EIA study shall be borne by the FSPD only and it shall not hold MSEDCL liable for any such expenditure. Also, all the expenditure incurred by MSEDCL towards the floating solar project till the time of EIA study shall be borne by MSEDCL only and it shall not hold FSPD liable for any such expenditure.</p>
27		The FSPD shall also ensure that all the studies / reports carried out and prepared as mentioned above shall solely be used for the purpose of this floating solar power project and shall not be used for any other project / purposes thereof. Further, MSEDCL shall have all the rights on all such studies and reports regarding the floating solar power project.	<p>The completed study report shall be available before signing PPA. If there will be any delay, the delay period shall be doubled and add with the SCOD. Since Changes in the execution of work shall require design changes approval finance & procurement Environment Impact Assessment (EIA) has been envisaged to be done by FSPD. As per Govt of India, EIA is not required for Solar PV Projects.</p> <p>Does, any Environment Clearance needed for Floating Solar PV Project in Maharashtra.</p>	<p>The EIA study shall be carried out by FSPD. No extension in COD of the project shall be allowed for any delay in completion of the EIA study. Since this particular project is to be developed on the water body of Ujjani dam, its impact on the environment needs to be assessed and studied.</p> <p>The FSPD shall be required to obtain Environmental Clearance for the project. The Bidder shall also have to get the study report vetted by Environment Department of Maharashtra and shall ensure that all actions required to be taken as per the study report are implemented before any erection / construction work.</p>
28	3.7.4 of RfS	Notwithstanding anything stated above from 3.7.1 to 3.7.3, the Bidders are required to undertake various studies if needed and obtain necessary clearances and permits (including environmental clearance and grid connectivity) as required for setting up the Floating Solar Power Projects.	We request MSEDCL to relieve developer from EIA and Environmental clearance, we think that it would be easier for MSEDCL to conduct ESIA for environmental clearances and take the approval.	The Bidder shall adhere to the existing RfS provisions and the Bidders are required to undertake various studies if needed and obtain necessary clearances and permits (including environmental clearance and grid connectivity) as required for setting up the Floating Solar Power Projects. The FSPD shall also engage third party like NEERI or IIT for assessment of the impact of the project on environment in consultation with the Environment Department.
29	3.8 of RfS	In case the Project is not selected, MSEDCL shall release the EMD within 30 days upon execution of all PPAs with the Successful Bidders.	Kindly release of EMD Bank guarantee for the unsuccessful players within 7 days of completion of reverse auction.	The request is accepted. The EMD Bank guarantee of the unsuccessful bidders shall be returned within 7 working days of completion of reverse auction.
30	3.8.1 of RfS	a) Earnest Money Deposit (EMD) of Rs. 10 Lakh / MW in the form of Bank. b) Guarantee along with RfS. Performance Bank Guarantee (PBG) of Rs. 25 Lakh / MW at the time of signing of PPA	Due to fluctuating and volatile trend in INR/Dollar exchange rates, hedging risk is quite high. Kindly reduce the EMD as 1 Lakh/ MW and PBG as 2 Lakhs/MW	The request is not accepted. The Bidder shall adhere to the existing RfS clause.
31		The Successful Bidders are required to sign PPA with MSEDCL within 30 days from the date of issuance of LoA. Subsequent extension in this timeline shall be finalized and agreed by MSEDCL.	Kindly extend the time line from LOA to PPA minimum 90 days. Subsequent extension in this timeline shall be finalized and agreed by MSEDCL. To meet the RBI Norms and considering the time delay to transfer FDI we request MSEDCL extend to 90 days as minimum	The request is not accepted. The Bidder shall adhere to the existing RfS clause.

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32	3.8.4 (vi) of RfS	In case, MSEDCL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee submitted towards EMD shall be encashed by MSEDCL and the selected Project shall stand cancelled.	We suggest that Instead of cancelling the project if L1 did not fulfill the condition of MSCDCL Opportunity shall be given to L2	The request is not accepted.
33	3.10.1 of RfS	PPA will be executed between MSEDCL and Selected Bidders which shall be valid for a period of 25 years from the date of SCOD as per the provisions of PPA unless extended upon mutual agreement between MSEDCL and the FSPD.	Kindly modify the clause as "The PPAs shall be valid for a period of 25 years from the date of SCD/ full capacity commissioning / last unit part commission whichever is later.	The request is not accepted. The Bidder shall adhere to the existing RfS clause.
34	3.10.4 of RfS	FSPD will have the option to utilize any float material for the project, subject to the safety and the life of the Floating Solar Plant.	As per Clause 3.12.1 (v) Page 33 of 98 and Format 6.8 Page 76 of 98, it is stipulated that in order to tie-up of Financing Arrangements for the Project(s) within 12 months from the date of execution of PPA, FSPD is required to furnish documentary evidence towards following of technology adopted as per Annexure-A within 12 months from the date of execution of PPA. Therefore, such provision shall be DELETED in order to avoid misinterpretation.	It is clarified that as per clause 3.10.4 of RfS, the FSPD will have the option to utilize any standard float material for the project, subject to the safety and the life of the Floating Solar Plant. Further, as specified in the RfS, Annexure A only states basic standard requirements for the floating system specifying any
35	3.11.1 of RfS	The declared annual CUF shall in no case be less than 19%. Successful Bidder shall maintain generation so as to achieve annual CUF within $\pm 10\%$ of the declared value till the end of the entire term of the PPA.	1. We request MSEDCL to increase the band of CUF to $\pm 20\%$. 2. Kindly allow +10% and -15% of the declared CUF value till the end of 10 years from COD, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years.	The request is not accepted. The Bidder shall adhere to the existing RfS clause.
36	3.11.2 of RfS	The power producer will declare the CUF of their project at the time of PPA and will be allowed to revise the same once within first year of COD. The declared CUF shall in no case be less than 19% over a year. They shall maintain generation so as to achieve CUF in the range of $\pm 10\%$ of their declared value during PPA duration. The lower limit will, however, be relaxable by MSEDCL to the extent of grid non-availability for evacuation which is beyond the control of the developer.	Kindly modify the Capacity Utilization Factor (CUF) as under; CUF: The SPD will declare the annual CUF of the Project at the time of submission of response to RfS, which shall be allowed to be modified until 1 year after Commercial Operation Date of the project. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 17%. SPD shall maintain generation so as to achieve annual CUF within +10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years.	The request is not accepted. The Bidder shall adhere to the existing RfS clause.
37	3.11.5 of RfS	After the scheduled commissioning date, if the plant is ready but the necessary power evacuation / transmission infrastructure beyond delivery Point (i.e. LV side of the EHV pooling substation) is not ready, leading to offtake constraint, no compensation shall be permissible to the generator.	Permission requested to sell generated power to private entity until to get ready the connectivity problem.	The request is not accepted. The Bidder shall adhere to the existing RfS clause.

S. No.	Clause / Article No.	Clause / Article Description	Query/Suggestions	MSEDCL's Reply
38	3.11.6 of RfS	Generation Compensation in Offtake Constraints Due to Grid Unavailability Beyond Delivery Point:	It is difficult to follow the condition. Since to compensate the loss as per document we need to increase the capacity. Permission requested to sell the power to private entity.	The request is not accepted. The Bidder shall adhere to the existing RfS clause. No Third party sell is allowed.
39	3.11.7 of RfS	Accordingly, no Solar Power Plant, duly commissioned, should be directed to back down by a DISCOM / Load Dispatch Centre (LDC). In case such eventuality of Back down arises, except for the cases where the Back down is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Successful Bidder shall be eligible for a Minimum Generation Compensation, from MSEDCL, in the manner detailed below.	Permission requested to sell the total power to private entity.	The request is not accepted. The Bidder shall adhere to the existing RfS clause.
40	3.12.1 of RfS	The Successful Bidder shall report tie-up of Financing Arrangements for the Project(s) within 12 months from the date of execution of PPA. In this regard, the SPD shall submit a certificate from all financing agencies regarding the tie-up of funds indicated for the Project. Additionally, the SPD shall furnish documentary evidence towards the following within 12 months from the date of execution of PPA.	1. We request MSEDCL to increase the time given to developers for FC for at-least 18 months from the date of execution of PPA considering the New technology, NOC, Lender's requirement. 2. In case of delays on account of STU / CTU, or any other govt authorities, can the commissioning period be extended ? please mention water body layout and Sub-stations (connecting points for power evacuation) with length, kind of ROW. Floating Technology to be deployed on water bodies should be certified for its environment friendliness from reputed environment agency.	1. The request is not accepted. The Bidder shall adhere to the existing RfS clause i.e. the Successful Bidder shall report tie-up of Financing Arrangements for the Project(s) within 12 months from the date of execution of PPA. 2. No extension beyond the scheduled commissioning period shall be allowed in case of delays in obtaining clearance from govt authorities. 3. Details of water body to be studied by the Bidders through Bathymetry and Hydrography study. 4. <u>Floating Technology to be deployed on water bodies should be certified for its environment friendliness from reputed environment agency.</u>
41	3.12.1.(vi) of RfS	It is hereby clarified that change in location shall be allowed subject to the condition that the timeline for commissioning i.e. SCOD shall not be changed and consequences of delay in commissioning shall be solely on the account of bidders.	Kindly clarify the possibility of change in location.	Change in location is not allowed for any of the 10 identified clusters. However it will be sole discretion of MSEDCL
42	3.12.1.(vii) of RfS	If the FSPD fails to tie up Financing Arrangement for the project within 12 months as prescribed above or if the FSPD fails to report such tie-up then the MSEDCL shall forfeit the performance Bank Guarantee (PBG) unless the delay is on account of delay caused due to force majeure.	Suggest to remove the condition of forfeiture of PBG on account of failure to FC within 12 months of PPA execution, as already the FSPD is paying interim penalty for FC extension of Rs. 10000 /day/MW	The request is not accepted. The Bidder shall adhere to the existing RfS clause.

S. No.	Clause / Article No.	Clause / Article Description	Query/Suggestions	MSEDCL's Reply
43	3.13.1 of RfS	The 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 25% of the capacity specified by the bidder in its bid for the particular/each site, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, the SCOD (Schedule Commercial Operation Date) shall not get altered due to part-commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA shall remain in force for a period of 25 (twenty-five) years from the SCOD.	<ol style="list-style-type: none"> 1. Early party commissioning may be considered for 5 MW block, which is normally a standard module size, instead of 25% of the allotted capacity. 2. we request MSEDCL to allow the partial commissioning based on our design (minimum floater block design ~10 MW or any other MW block as per our design/quant design). Also request for the waive of penalty if the delay was caused by reasons not attributed to the developer. 3. Please may carify the minimum capacity as may be consider for Part Comissioning 	The request is not accepted. The Bidder shall adhere to the existing RfS clause.
44	3.20 - B of RfS	2.0 Financial Bid (Second Envelope)" Only single tariff bid for all the Projects shall have to be filled online in the Electronic Form provided at the https://www.tcil-india-electronictender.com . The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation; else the bid shall be considered as non-responsive.	MSEDCL needs to clarify if a bidder can provide different tariff for different cluster in the Financial Bid (Second Envelope).	Yes, the Bidder may provide diffirent tariff rates for different clusters.
45	9.1.1 of RfS	9.1.1 "Change in Law" shall refer to the occurrence of any of the following events after the last date of the bid submission, resulting into any reduction or additional recurring/ non-recurring expenditure or any additional income to any party: (d) any change in the rates of any Taxes which have a direct effect on the Project.	<ol style="list-style-type: none"> 1. Please consider following text "any change in the rates of any Taxes, Duties and Cess which have a direct effect on the Project". 2. Please add that any change in taxes & duties including imposition of Antidumping duty/Countervailing duties (If any) after submission of bid and changes in the existing provision of safe guard duty shall be treated as "Change in Law" and the bidder shall be provided relief against such changes in law. 3. Kindly also include Term "Duties & Cess " in the same so as to Cover "Taxes, Duties & Cess" 	It is clarified that Change in Law shall include any change in "Taxes, Duties & Cess ".

S. No.	Clause / Article No.	Clause / Article Description	Query/Suggestions	MSEDCL's Reply
46	10.4.1 of RfS	Termination Compensation by FSPD to MSEDCL :The Floating Solar Power Developer shall have liability to make payment within 30 days from the date of termination notice towards compensation to MSEDCL equivalent to three years billing based on Capacity Utilization Factor of 19%. Termination Compensation by MSEDCL to FSPDtermination notice toward compensation to Floating Solar Power Developer equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity on committed CUF of 19%, with the Project assets being retained by the Floating Solar Power Developer.	Both Termination Compensation should be same.	The request is not accepted. The Bidder shall adhere to the existing RfS clause.
47	13 of RfS	Performance Monitoring They will be required to submit this data to MSEDCL and MNRE or MEDA on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to MSEDCL and MNRE or MEDA to the remote monitoring portal of the power plants on a 24X7 basis.	MNRE vide circular dated, 2nd January 2019 has called for only approved list of module and manufacturer(ALMM) for use in Government/Government assisted projects/ Projects under Government schemes & programmes, installed in the country, including projects setup for sale of electricity to Government under "Guidelines for tariff based competitive bidding process for procurement of power from grid connected Solar PV Project dated 3rd August 2017 and the amendment thereof". The word "Government" shall include Central Government, State Governments , Central Public Sector Enterprises, State Public Sector Enterprises and, Central and State Organisations/ Autonomous Bodies. MSEDCL needs to clarify regarding compliance to the order	Pursuant to MNRE's circular dated, 2nd January 2019, all the Bidders shall adhere to the ALMM List to be issued by MNRE.
48	14 of RfS	Safe Disposal of Solar PV Modules The Bidder will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from	After 25 years, Floating Solar PV Plant is supposed to be transferred to MSEDCL at free of cost, hence, disposal of PV modules after that period, if any, has to be taken care by MSEDCL. Alternatively, the income/expenditure toward disposal of the PV modules shall be of the bidder.	MSEDCL after useful life or PPA period of 25 years will take over the plant. While dismantling of the plant after the usefulness of the plant, MSEDCL will dispose of the waste from the project with the help of contingency fund.
49	RfS Annexure p 79	The design of anchoring system shall be certified by an accredited national / international laboratory. The available data of last 5 years with WRD will be shared with developer regarding maximum rain, wind speed, Maximum solar radiations, wind direction, pressure, temperature, humidity, etc. (RfS Annexure A p.79)	Kindly provide access to these data to enable us study the project and consider the factors in technical designing so as to arrive on the best possible cost estimation.	The available data of last 5 years with WRD regarding maximum rain, wind speed, Maximum solar radiations, wind direction, pressure, temperature, humidity, etc. has been enclosed with this reply. However, it is recommended that developer should carry out a study at his own before bidding for the project.

S. No.	Clause / Article No.	Clause / Article Description	Query/Suggestions	MSEDCL's Reply
50	FORMAT 6.1	9 The project shall not be considered as commissioned unless the connectivity with STU / CTU grid is established and MEDA issues certificate of commissioning.	Please clarify if connectivity with CTU also acceptable or not .	The project shall be connected to the EHV substation of MSETCL/STU only.
51		The Project shall be commissioned within 21 months of the effective date of the PPA.	Floating structures for Solar is not currently manufactured in India in large scale and global manufacturing limit is also very limited. Considering the quantum of floating structure required it will take a long time even to establish the manufacturing set up. Also, considering the Project size, it would take long time for completing the ROW work and laying of transmission line. Hence, we request MSEDCL to extend the Commissioning timeline from 21 months to at least 27 months to avoid any risk to the Project. And we further request MSEDCL to extend the bid submission date at least till 2 months as the clarity on various issues isn't clear.	The Bidder shall adhere to the existing RIS provisions and the FSPD shall ensure that the Project shall be commissioned within 21 months of the effective date of the PPA.
52	Annexure A. 1	Site Details and Site Assessment	List of 3rd party agencies who are acceptable to MSEDCL, who will give certification regarding safety and strength of the floating system.	FSPD in this regard shall receive certifications at its own, from the available govt. agencies or reputed institution that are recognised by BIS or equivalent.
53			MSEDCL needs to furnish the following: a) Water Properties, b) Max. WL, c) MDDL, d) Discharge capacity of spillway to determine water flow rate, e) List of statutory approvals,	The details of water storage and water level of Ujjani Dam along with other relevant details shall be provided with this reply as annexure

S. No.	Clause / Article No.	Clause / Article Description	Query/Suggestions	MSEDCL's Reply
54	Annexure -- A 1(b)	The Bidder before submitting the bids shall conduct the study regarding Bathymetry and Hydrography so that he has fair understanding of required mooring/anchoring system and associated cost.	<p>1. we request MSEDCL to keep "Bathymetric survey" in their scope and provide the same as an annex to the RFS.</p> <p>2. Since, this is one of its kind of a huge dam in India, MSEDCL would have worked out wave heights in the reservoir for which anchoring / mooring system is to be provided for the floating system. Please provide the design wave height for the floating platforms.</p> <p>3. Request MSEDCL to provide Bathymetric survey report which is necessary for cost calculation of project. Bidders to do survey at time of bid submission is very difficult.</p> <p>4. Documents like Area capacity curve, bathymetry report, sedimentation report, and historical water level data, climatic data etc is required for the site assessment. Will this documents or information be provided by WRD or does this come under the scope of bidder?</p> <p>5. We request for the Bathymetric reports along with soil condition as part of bid document.</p> <p>Suggest to please include wind speed data, rainfall, Lake levels for past period pertaining to locations proposed for floating solar. It is not appropriate to ask each bidder to carryout Hydrographic Survey for an area of more than 5000 acres. Therefore, MSEDCL needs to carryout the same and furnish this important data.</p> <p>6. The site details does not specify the method of access to the plant. Should we provide separate walkway or we can access by boat?</p>	<p>The request is not accepted. Bidders shall conduct at its own cost the hydrography, bathymetry and such other surveys as required by the bidder(s). No claims and objections due to ignorance of site condition will be considered after submission of the bid.</p> <p>Further, if the Bidders choose to conduct such surveys jointly with other Bidders for the clusters, they shall be free to do so at their own costs and responsibility.</p> <p>The available details of wind speed data, rainfall, Lake levels for past period is provided with is reply.</p> <p>All the activities related to construction and erection for development of the floating solar power project shall be in the scope of the bidder.</p>
55	Annexure-A 2 (c)	The design of Floating system shall be certified by Third Party agency for safety and strength of the system.	Request you to please clarify that the nature of such certification by a Third Party agency shall be an accredited testing agency of National / International reputation.	FSPD in this regard shall receive certifications at its own, from the available govt. agencies or reputed institutions, that are recognised by BIS or equivalent.
56	Annexure-A 2 (d)	The floating system shall be designed in such a way that it shall appropriately incorporate sizing of walking platforms for regular maintenance and inspection.	The appropriate design of floating system shall be defined to suit ease of operation and maintenance of floating solar PV plant i.e. for regular maintenance and inspection the maintenance alleys shall be continuous uninterrupted surface of minimum 400-500mm width and maintenance buoyancy by bearing weight of O&M personal with tools for at least 90kgs. Please confirm.	The Bidder shall design the floating system in such an appropriate way that sizing of walking platforms is suitable enough for regular maintenance and inspection of the floating solar power project.

S. No.	Clause / Article No.	Clause / Article Description	Query/Suggestions	MSEDCL's Reply
57	Annexure-A 2 (e)	In regards to the floating structure, Mooring System and Anchoring System, FSPD in absence of specific standards and specifications shall discover standards and specification and shall comply with them so that it withstands maximum wind speed, the variation of water level, the nature forces such as wind/ water flow, the extreme weather conditions such as cyclones, etc.	Please clarify what the "maximum wind speed of the location".	The Bidder shall refer the details as provided regarding wind speed along with this reply and shall further carry out its own assessment before bidding.
58	Annexure-A 2 (g)	Floating structure shall be able to sustain for a minimum period of 25 years without any discoloration. Floats shall be treated with UV stabilizer, chemically resistant to acid, lye, petrol and mineral oil and also partially resistant to benzene. Floating structure shall not contaminate the water of the reservoir.	Sustenance of Floating structure is a very critical factor for successful operation of plant during PPA period of 25 years with MSEDCL.	FSPD shall submit the certificate for sustainability of 25 years in this regard issued by National/ International accredited testing laboratory.
59	Annexure-A 4 (a)	The floatation device should be manufactured from appropriate thermoplastic with UV stabilizer such that the life of floatation device shall be able to sustain for a minimum period of 25 years without any discoloration.	Thereby, request you to please clarify that the virgin HDPE material used in manufacturing of Floating structure shall be treated with UV stabilizer in order to avoid degradation and/or discoloration after UV exposure during the life of the project. For which a test to establish sustainability of supplied Floating structure at least for an equivalent period of 10 years under 150-170 kilo Langley/ year irradiation. MSEDCL shall have the right to witness Third party test been performed by National/ International accredited testing laboratory.	
60	Annexure - A Section 4	Floating Device.....	The technical specifications does not mention the thickness of the thermoplastic material used for floatation device.is there any minimum thickness criteria? Any walking platform to be made of floats?	There is no minimum thickness for the floating device however the Bidders shall adhere to the provisions specified regarding the Floating device in the RIS. Any Walking platform, necessary for operation and maintenance of the projects has to be made, which is under the scope of the Bidder.
61	Annexure-A 4 (c)	The material used for floatation device shall be chemically resistant to acid, lye, petrol and mineral oil and also partially resistant to benzene does not contaminate the water of the reservoir.	In order to ensure conformity to Clause 4(c), please clarify that the Floatation device is manufactured using virgin HDPE grade material for all layers over multilayer manufacturing machines having minimum chemical properties of polymer: • MFI: 10 (+/- 2) g/10min at 190 deg C and 21.6 kg specified weight • Density: In range between 0.946 – 0.950 g/cm3.	The successful bidder shall refer the available standards in this regard for efficient operation of the floatation devices for the complete PPA period.

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62	Annexure - A 4(g)	The floating system shall be tested for aerodynamic design by subjecting to wind tunnel test imposed from all wind directions on real scale and real angle.	1. Please provide a list of approved agencies who carry out wind tunnel test for floating devices. 2. Please clarify that the Floating system shall be tested for aerodynamic design by subjecting to big wind tunnel test imposed from all wind directions (real scale, real angle) for at least 3x3 and 2x4 configuration. The results conforming to above test shall also be submitted to the MSEDCL on request.	The successful bidder shall perform this tests at the available test centers like the level of NABL (National Aerospace Laboratories or IITs)
63	Annexure - A 4(f)	PV fixation system shall be of proven design and subjected to Mechanical test to withstand unit failure conditions under static and fatigue conditions for wind speeds to withstand the maximum wind speed of the area.	For provenness of PV fixation system shall be of proven design please clarify that such PV fixation system and associated anchoring & mooring system shall normally be designed to withstand wind speed up to 200 km/hr.	The details of Wind speed have been provided along with this reply however the Bidder shall conduct its study to determine the maximum wind speed of the area. Provenness in reference to the design of PV Fixation system shall be in consideration of the existing floating solar power projects in the world irrespective of the capacity. However, the developer shall make its due-diligence for the quoted capacity in regards to the technology and the material to be used and shall ensure sustainability of the future generation upto PPA period (25 years)
64	Annexure - A 5(g)	The design of anchoring system shall be certified by an accredited national / international lab to fulfil the above conditions.	Please provide a list of approved accredited national / international labs specialised in anchoring system certification.	National Laboratories recognised by BIS or equivalent
65	Annexure A.	The floating Structure shall have minimum strength at ambient temperature of the site location or minimum range of (+) 50 to (-) 10 deg Celsius, while it shall be designed to have safety factor of minimum 1.15 on extreme conditions and shall be able to withstand the maximum wind speed of the location and the weight of O&M Personal, carrying Tools, the forces of nature such as wind/water flow etc.	Pls elaborate.	Clause, itself is in the elaborated form. Bidders are advised to do their due-diligence regarding the standards for the anchoring and mooring system.
66	Annexure A Page 81	ASTM G7/G7M-11(or equivalent ISO Standards) – for Floating device	Not available in India & a 3 year long test	Bidders are advised to perform equivalent standard in India such as ISO 877, etc.
67	Annexure A Page 82	ASTM D5397-07(2012) - for Floating Device	Not applicable for HDPE	Bidders are advised to perform equivalent method for HDPE (for the same purpose).
68	Annexure - A 10	Authorized Test Centres: The PV modules / Power Conditioners deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types/ equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.	"Floating system" seems missing. Please confirm.	It is accepted to add floating system along with PV modules and Power conditioner.

S. No.	Clause / Article No.	Clause / Article Description	Query/Suggestions	MSEDCL's Reply
69	General	General	<ol style="list-style-type: none"> 1. Drawing of Dams plan map and contour drawing of nearby area also Dams cross sectional drawing maps like Toposheets, Flood Maps, Catchment Maps 2. Soil report of bank / shore & Catchment area of dam design with change in data in past 25 years 3. Rainfall data & other meteorological data in the area for past 25/50 years along with High Flood Limit (HFL) / change in HFL in past 25 years 4. Bathymetric study 5. Physico-chemical characteristic of Water quality of dam 6. Biological Indicators: like Fish diversity, other aquatic animals if any, macroinvertebrate or benthic algal growth, benthic oxygen demand etc. 7. Discharge of industrial effluent, sewage or wastewater in the dam if any 8. Is the dam/ water body being used for economic /livelihood purposes like Fisheries, crop yielding, recreation/cultural activity etc. 9. Is there any Wild life sanctuary, Bio- reserve, National Park or notified Eco Sensitive Zone in the area of influence?" 10. Is the dam/ water body home to any endemic fauna/ floral population like Crocodile, Tortoises, Migratory Birds etc. 11. Is the dam/ water body being used for drinking purposes. 12. Personal Safety from drowning during erection and O&M phase. 13. Probability of flood & other details 14. Frequency of human visits / tourist concern 15. Safety of the dam 	<p>The available data of last 5 years with WRD regarding maximum rain, wind speed, Maximum solar radiations, wind direction, pressure, temperature, humidity, etc. has been enclosed with this reply. However, it is recommended that developer should carry out a study at his own before bidding for the project.</p> <p>MSEDCL shall organize for all the interested bidders a site visit of the proposed project locations & substations in presence of MSEDCL personnel.</p>
70			Details of the Approach Road up to the reservoir shore, where pooling substation is envisaged.	Map showing the approach road has been enclosed with this reply. However, it is recommended that developer should carry out survey at his own before bidding for the project.
71			Right of Way for the Transmission line up to EHV substation.	Construction of the Transmission line up to EHV substation is the responsibility of the FSPD
72			Redundant capacity available in each of the identified EHV substations for power evacuation from each of the 100 MW blocks.	Available details regarding the EHV sub-station capacity has been enclosed to this reply.
73			Evacuation line from Delivery Point to EHV substation after completion, once handed over to MSETCL, it is understood that maintenance shall be looked after by MSETCL throughout the life of plant at No cost to the FSPD.	Maintenance shall be looked after by MSETCL/STU after the handing over of the Transmission lines.

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74			<p>1)GSS SLD is required to understand the equipment & technical description used for the installation.</p> <p>2. Load flow report of each substation where the floating plants are to be installed.</p> <p>3. Boundary layout of the 10*100MW solar plant reservoir with GSS location is requested to be shared by MSEDCL.</p> <p>4. Kindly clarify the maximum feeder capacity of 33kV to be terminated at GSS end.</p> <p>5. Kindly clarify 33kV pooling substation type(Indoor/Outdoor)</p>	<p>1. List of EHV sub-stations in the vicinity has been provided with this report.</p> <p>2. The locations are greenfield in nature and the FSPD shall develop the network upto the existing STU Sub-Station.</p> <p>3. Geo-coordinates are already made available for the tentative locations.</p> <p>4. FSPD shall develop the evacuation infrastructure subject to the technical specification as per appropriate prevailing Regulations.</p> <p>5. FSPD may choose the type of 33 kV level of their EHV pooling Sub-station as per site conditions.</p>
75			Kindly provide the tolerance to be considered for forecasting the generation data.	CUF has been mentioned in the RfS document alongwith the variations and the treatment to the less and excess generation.
76		Bid Submission date	NTPC being a Public Sector, the approvals would be required from Board, the last date of submission of response to RfS may be at least two months after the receipt of clarifications from MSEDCL.	Bid submission date is extended upto 28.02.2019
77		Scope of Various Permission	Reference to the bid document section on scope of various permissions to be taken for project, we request to kindly mention the charges applicable and approvals required to be taken for this project.	Bidder is advised to find the same on its own.
78		Metering Point	Please confirm that bidder will not bear the transmission losses as a part of tariff calculation	Delivery/metering point is the 33 kv Level of the developer's EHV Pooling sub-station, hence there is not the question to bear the transmission losses on Developer.
79		Lease charges	Is GST will be applicable on lease charges for water body	Lease charges are just Re. 1 for the land and the water body made available to the developer for setting up the project.
PPA				
80	Article -1	"Expiry Date" shall mean the date occurring after twenty-five (25) years from the Scheduled Commercial Operation Date.	Kindly modify the clause as "The PPAs shall be valid for a period of 25 years from the date of SCD/ full capacity commissioning / last unit part commission whichever is later.	The request is not accepted. The Bidder shall adhere to the existing provisions in the RfS and Draft PPA.
81	Article 2. Licences, Permits	The Solar Power Generator, at its sole cost and expense, shall acquire and maintain in effect all clearances, consents, permits, licenses and approvals required from time to time by all regulatory / statutory competent authority(ies) in order to enable it to perform its obligations under the Agreement.	<p>List of Approvals, Permits and Clearances for setting up of Floating Solar PV Project in Maharashtra may please be provided.</p> <p>Does the list provided in Schedule-3: "Approvals" will suffice the very purpose. Please clarify.</p>	The list of approvals as provided in Schedule 3 is a tentative list. However the Bidder shall be required to carry out its own due diligence and take all necessary approvals as required for development and operation of the floating solar power project.

S. No.	Clause / Article No.	Clause / Article Description	Query/Suggestions	MSEDCL's Reply
82	Article 3.1.17	In case of start-up power or import of energy during a month, the Floating Solar Power Developer shall be required to make payment to MSEDCL at the rate of HT Industrial Tariff as determined by MERC from time to time. In case of export of energy during a month, the Floating Solar Power Developer shall be eligible for the receiving agreed tariff from MSEDCL for such delivered energy.	Any import of energy should be adjusted with export of energy on net metering basis.	The request is not accepted. The Bidder shall adhere to the existing provisions in the RfS and Draft PPA i.e. in case of start-up power or import of energy during a month, the Floating Solar Power Developer shall be required to make payment to MSEDCL at the rate of HT Industrial Tariff as determined by MERC from time to time.
83	Article 3.1.19	Text of Article 3.1.19: The Solar Power Generator cannot inject power three months earlier to Scheduled Commercial Operation Date from Project / Unit without MSEDCL's consent. Text of Article 3.4.2: If plant is ready before Schedule Commercial Operation Date, but the offtake is constrained Because of incomplete power evacuation infrastructure, no compensation shall be payable. Text of Article 3.4.4: However, it is clarified that if the plant is ready before SCOD, but the offtake is constrained because of inadequate / incomplete power evacuation infrastructure beyond delivery point (i.e. LV side of EHV pooling substation), no compensation shall be permissible.	All these provisions as detailed in Articles 3.1.19, 3.4.2 & 3.4.4 are one sided – exclusively in favour of MSEDCL. As per provisions of Article 3.3 of PPA, FSPD shall have to pay Liquidated damages for delay in commissioning of the plant beyond SCOD. Further, if its project is getting commissioned prior to SCOD, then also, it has to settle with only 75% of the tariff for the energy supplied to MSEDCL (Article 4.1.7 of PPA). Through these provisions (as detailed in Articles 3.1.19, 3.4.2 & 3.4.4), MSEDCL has shielded itself from any slackness on its part wrt availability of power evacuation facilities- that are not in direct control of FSPD. Such provisions need to be looked into for deletion/ suitably amended.	The request is not accepted. The Bidder shall adhere to the existing provisions in the RfS and Draft PPA.
84	Article 3.1.21	In each pooling sub-station, FSPD shall spare land for at least four nos. of 33 kV bay for the connectivity of the project to the local distribution network, which will be used to cater the local agricultural load during day-time under Mukhya Mantri Solar Agriculture Feeder Scheme.	As per our understanding, MSEDCL/ WRD would not be charging any lease rent for this additional land for at least four nos. of 33 kV bays for the connectivity of the project to the local distribution network from FSPD. Kindly confirm.	A land lease rent of Re. 1 (one) shall be charged to the FSPD for the entire area provided on land and water by MSEDCL.No additional land lease rent shall be charged by MSEDCL / WRD. The land to be kept idle for four nos. of 33 kV bays for the connectivity of the project to the local distribution network shall be part of the land being given to the FSPD on lease at rent of Re.1.
85	Article 4.2.3	If the Floating Solar Power Developer fails to commission the project / Unit on or before Scheduled Commercial Operation Date, MSEDCL shall have the right to forfeit the Performance Bank Guarantee without prejudice to the other rights of the Floating Solar Power Developer under this Agreement as per Article 3.3.	How PBG of FSPD could be forfeited on or before SCOD? May like to amend the provision suitably.	As clearly stated in the RfS and the Draft PPA, the PBG of the FSPD shall be forfeited if the floating solar power project is not commissioned on or before the SCOD i.e. the PBG shall be forfeited on pro rata basis starting from the day after SCOD.

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86	Article 5.2.7	<p>Generation Compensation in Off take Constraint Due to Transmission Infrastructure not Complete / Ready Beyond Delivery Point (Transmission Constraint)</p> <p>After the scheduled commissioning date, if the plant is ready but the necessary power evacuation / transmission infrastructure beyond delivery Point (i.e. LV side of the EHV pooling substation) is not ready, leading to offtake constraint, no compensation shall be permissible to the generator.</p> <p>The excess generation by the Solar Power Developer equal to this generation loss shall be procured by the Procurer at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.</p>	<p>If there is no excess generation in successive years, how will the FSPD be compensated for generation loss due to grid outage?</p> <p>Outage of Evacuation line after delivery point, handed over to MSETCL, shall also be considered as "Grid" for outage calculation purposes.</p>	MSEDCL has proposed this treatment as per standard bidding guidelines for Solar power projects. The standard clause of the SBG will not be modified.
87	Article 5.5.4	<p>Repowering: The Solar Power Generator shall be allowed to repower the project as per its requirement for a maximum cumulative period of six (6) months during the entire term of the PPA.</p>	<p>Remove restrictions in repowering of projects. Kindly allow repowering at any time during the term of PPA without any restrictions; as procurement of power shall be limited upto +10% of declared CUF during the entire term of PPA.</p>	The request is not accepted. The Bidder shall adhere to the provisions in the existing RfS and Draft PPA i.e. the Floating Solar Power Generator shall be allowed to repower the project as per its requirement for a maximum cumulative period of six (6) months during the entire term of the PPA.
88	Article 6.3	Late Payment: For payment of Monthly bill by MSEDCL thirty (30) days beyond its due date, if paid after Due date of Payment...	We propose "The late payment charges are to be applicable in case payment made beyond its due date."	The request is not accepted. The Bidder shall adhere to the provisions in the existing RfS and Draft PPA i.e. Late Payment charges shall be applicable for payment of Monthly bill by MSEDCL thirty (30) days beyond its due date, if paid after Due date of Payment.
89	Article 6.4	<p>For payment of Bill on or before Due Date, the following Rebate shall be paid by the Solar Power Developer to MSEDCL in the following manner. (a) A rebate of 1% shall be payable to MSEDCL for the payments made within a period of 15 days of the presentation of Tariff Invoice by modes as mentioned in Article Error! Reference source not found. along with required supporting documents at MSEDCL office. No rebate shall be applicable for payment beyond 15 days of the presentation of Tariff Invoice.</p>	We propose 1% rebate to be claimed by MSEDCL in case payment is made within 5 days of receipt of invoices.	The request is not accepted. The Bidder shall adhere to the provisions in the existing RfS and Draft PPA.
90	Article 6.5.1.i)	All the cost incurred by MSEDCL for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by the Power Producer.	The LC to be opened by MSEDCL in favour of the SPD 30 days prior SCOD timeline. The Operation, Maintenance & monthly reinstatements, auto renewal of LC at the end of month has to be undertaken by MSEDCL. SPD shall not bear any charges regarding the opening, operation, reinstatement, & renewal of LC.	The request is not accepted. The Bidder shall adhere to the provisions in the existing RfS and Draft PPA.

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91	Article 6.5.1.iii) b	The amount of the Letter of Credit shall be equal to one month's projected payments during first contract year and thereafter during each contract year, the amount of Letter of Credit shall be equal to one months average billing of previous contract year.	We propose the amount of LC shall be equal to Two month's projected payments.	The request is not accepted. The Bidder shall adhere to the provisions in the existing RfS and Draft PPA
92	Article 6.6.1	Payment Security Fund – The Payment Security Fund shall be suitable to support payment for at least 3 (three) months' billing of all the Projects tied up with such fund.	Kindly brief the status of Payment Security Fund and the mechanism of Operations of such fund.	Payment Security Fund will be created in case of successful bidders after execution of PPA.
93	Article 7.1.3	Interface metering shall conform to the Central Electricity Authority (Installation and Operation of Meters) Regulations 2014 and amendment thereto. MSEDCL / MSETCL shall stipulate specifications in this regard.	Bidder seeking more clarifications about the Guidelines of CEA regulations 2014 and MSEDCL/ MSETCL regulations. Kindly provide.	It is advised to refer the said Regulations for clarifications regarding the metering, however any specifications required for interface metering will be make available for the succesful bidders.
94	Article 8.1	Force Majeure Events	Kindly add any event which are beyond reasonable control of SPD due to which the SPG is unable to execute or go ahead with the project construction activities for 7 (Seven)consecutive days shall be treated as Force Majeure Event. In case the project is commissioned as per its installed capacity, however the transmission line is not completed due to RoW issues. In such circumstances the RoW issues for laying of line shall be treated as Force Majeure Event. Also, law and order if any due to which SPD is unable to perform its obligation, such event shall be treated as Force Majeure Event.	The request is not accepted. The Bidder shall adhere to the provisions in the existing RfS and Draft PPA.

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95	Article 10.4.2 Termination for MSEDCL's Default	Till expiry of the Suspension Period, MSEDCL will be entitled to cure its default and buy power from the Power Producer. In the event MSEDCL fails to cure the default, the Power Producer may terminate this Agreement by delivering a Termination Notice to MSEDCL / its successor entity and in such an event MSEDCL shall have liability to make payment within 30 days from the date of termination notice toward compensation to Power Producer equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity on normative CIF of 1-9%, with the Project assets being retained by the Solar Power Generator	<p>Suggestion or Comment:- The defaulting Procurer shall, subject to the prior consent of the Solar Power Generator, novate its part of the PPA to any third Party, including its Affiliates within the stipulated period. (b) In the event the aforesaid novation is not acceptable to the Solar Power Generator, or if no offer of novation is made by the defaulting Procurer within the stipulated period, then the Solar Power Generator may terminate the PPA and at its discretion require the defaulting Procurer to either: i) takeover the project assets by making a payment of the termination compensation equivalent to the amount of the debt due and the 1-50% (one hundred and fifty per cent) of the adjusted equity as detailed in the PPA or ii) pay to the Solar Power Generator, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity with the project assets being retained by the Solar Power Generator. (c) In the event of termination of PPA, any damages or charges payable to the STU/CTU, for the connectivity of the plant, shall be borne by MSEDCL.</p> <p>Rationale:- The compensation mechanism as provided upon termination</p>	The request is not accepted. The Bidder shall adhere to the provisions in the existing RfS and Draft PPA.

S. No.	Clause / Article No.	Clause / Article Description	Query/Suggestions	MSEDCL's Reply
96	Article 12.1	<p>Floating Solar Power Developer's Indemnity: The Floating Solar Power Developer agrees to defend, indemnify and hold harmless MSEDCL, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of the Floating Solar Power Developer, or by an officer, director, sub-contractor, agent or employee of the Floating Solar Power Developer except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, MSEDCL, or by an officer, director, sub-contractor, agent or employee of the MSEDCL.</p>	<p>1. Float manufacturers who have copied patented design, trademark, etc. of Floating system designed by another OEMs are subject to poor quality and sub-standard Float system installations, due to lack of full knowledge and are vulnerable to not only legal proceedings in cases of infringement by OEMs (i.e. Patent holders) but are also subjected to vagaries of nature (such as high wind speeds, hurricane, dust-storms etc.) which directly impacts in achieving sustainable operation of Floating Solar PV plant.</p> <p>2. Also in case of deep water any improper implementation due to lack of knowledge or experience or any damage is very difficult to rectify. Therefore, longer the experience or track record lower is the risk.</p> <p>Plant shall be free from any patent infringement. Otherwise, MSEDCL, WRD, Developer, Investors, Lenders and Insurers may get stuck with a legal dispute at a later stage and project may be stranded with unlimited liability.</p> <p>Though, some provisions are covered under Clause 12.1, it shall be legally worthy to consider as per following:</p> <p>"The Floating Solar Power Developer shall indemnify and hold harmless the MSEDCL and its employees and officers from and</p>	<p>The request is not accepted. The Bidder shall adhere to the provisions in the existing RfS and Draft PPA.</p>