

S.No.	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
1	NTPC	Clause No. G	<b>Page No. 4 of RfS, Bid Information Sheet</b>  Document Processing Fee: Rs. 3 Lakh +18% GST for each Project > 50 MW capacity, Rs. 5 Lakh + 18% GST for each Project of 50 MW and above	We understand that Rs. 3 lakh + 18% GST is for projects <50MW (i.e. below 50MW) and Rs. 5 lakh +18% GST is for projects 50MW and above. Kindly clarify and rectify the text accordingly.	It is typing error amended vide corrigendum being issued as .Document Processing Fee: Rs. 3 Lakh +18% GST for each Project< 50 MW capacity, Rs. 5 Lakh + 18% GST for each Project of 50 MW and above
2	NTPC	Clause No.10.0	<b>Page no.15 of RfS, GUIDELINES FOR IMPLEMENTATION, Section II IFB</b>  .....These guidelines and their elaborations/ clarifications form the basis for selection of new Projects under this RfS. <b>In case of any difference in interpretation between this RfS document and said guidelines.</b>	The bold portion of the para is incomplete. Kindly complete for clarity.	Bold portion of para is a copy paste error .Amended vide the issued corrigendum as "".....These guidelines and their elaborations/ clarifications form the basis for selection of new Projects under this RfS.
3	NTPC	Clause No. 5	<b>Page 21 of RfS, Section-III ITB</b> Project scope and Technology selection: The SPD shall set up Solar PV Project(s) in line with Clause 3.7, at its own cost and in accordance to the provisions of this RfS document.	Clause 3.7 is not found in Rfs. Kindly clarify/ rectify.	It is a typing error to be read as  The SPD shall set up Solar PV Project(s) in line with Project scope and Technology selection, at its own cost and in accordance to the provisions of this RfS document.
4	NTPC	Clause 8.2	<b>Page 23 of RfS, Section-III, ITB</b> Shortfall in Generation: .....on account of reasons primarily attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation supply of power under the PPA, subject to a minimum of 25% of the cost of this shortfall in energy terms, calculated at PPA Tariff.	We understand this clause provides as under:  .....on account of reasons primarily attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation @ 25% of the PPA tariff to UPPCL.  Kindly clarify.	Amended vide the corrigendum being issued as : ".....on account of reasons primarily attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation to procurer equal to 25% of the cost of this shortfall in energy terms, calculated at PPA Tariff."
5	NTPC	Clause 11.1(a)	<b>Page 25 of RfS, Section-III, ITB</b> Non submission of the PBG by the successful bidder(s) may lead to cancellation of the Letter of Intent of such successful bidder(s) by UPNEDA, and thereafter, the provisions of Clause 2.23.2 shall be applicable.	Referred clause 2.23.2 is not found in Rfs. Kindly clarify/ rectify	Typing error Amendment issued vide Corrigendum as "Non submission of the PBG by the successful bidder(s) may lead to cancellation of the Letter of Intent of such successful bidder(s) by UPNEDA, and thereafter, the provisions of Clause 10.1 shall be applicable."
6	NTPC	Clause 14.A	<b>Page 29 of RfS, Section-III, ITB</b> Part commissioning: .....However, in case of projects namely "Makrechha and Benghauli" of 45 MW and "Tikar I and Tikar II" of 30 MW, Plot wise / Block wise part commissioning shall be allowed under these projects.....	No lower ceiling of part commissioning capacity has been mentioned for these two projects. We understand that the SPD is free to decide part commissioning without any restriction of minimum capacity for these projects.	It says Plot wise/Block wise that is Makrecha with capacity 25 MW commissioned prior to Baghauli 20 MW will be part commissioning or Tikar I (10 MW) commissioned prior to Tikar -II (20 MW) will be part commissioning .For other projects first part commissioning has to be minimum 50 MW .
7	NTPC	Clause 14.B.sub-point d,	<b>Page 30 of RfS, Section-III, ITB</b> In case the commissioning of the project is delayed beyond the date as on 21 months from the effective date of the PPA, <b>the PPA for the project shall stand terminated and the project shall be removed from the list of selected under the RfS.</b>	In order to utilise implemented and commissioned capacity within allowed delay period of 6 (six) months with LD, the clause may be modified as under : .....effective date of the PPA, the contracted capacity shall stand reduced to the project capacity commissioned upto SCOD + 6 months. the PPA for balance capacity not commissioned shall be terminated.	Amendment being issued vide Corrigendum for PPA clause 4.6.2 .It will be the same here also. a) For Delay in commissioning upto 6 (six) months from Scheduled Commissioning Period, encashment of Performance Bank Guarantee (PBG) on per day basis and proportionate to the capacity not commissioned. b) For Delay in commissioning beyond six months from Scheduled Commissioning Period, SPD Event of Default, as per clause 13.1 of this PPA, shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned upto SCD + 6 (six) months. The PPA for the balance capacity not commissioned shall be terminated.

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8	NTPC	Clause 4.2	<b>Page 57 of RIS, Sec-VI, Other Provisions</b> DRAINAGE SYSTEM : Keeping in view of the topography and flood levels of the area necessary cutting, filling & levelling work shall be taken up by SPD to have different benches suitable to respective project (Plot) requirement as well as compatible with the Road network. The drainage shall be planned according to the final contour of the area after finalizing/attaining the modified levels after the required cutting, filling & levelling work. There will be main storm drain along the Roadside which will receive inflows from the different blocks drainage system. The grade/ gradient shall be planned keeping in view of the NSL as well as the existing natural drainage line so that the storm water is safely drained off from the Plant/Project area. This storm water can also be conserved in suitable Pool and can be utilized again	1. Topography drawing for Projects may be provided by SPIA. 2. Main Storm drain outside / along Project boundary is in whose scope? 3. What is the discharge point for said Main Drain and whose scope would the same be if Main Drain along road is in SPD scope? 4. Please provide rainfall data.	None of the locations are flood prone .As each land parcel/plot is separately located therefore inflows from different blocks drainage system will not be there as mentioned. The other part is advisory as the Construction of Cable Tray and Drainage System is in scope of SPD. Geotech survey and Soil investigation report is in scope of SPD .
9	NTPC	Clause 4, point 5	<b>Page 93 of RIS,Sec-VIII</b> Interconnection Delivery point will be at the Grid substation and therefore from Generators substation/switchyard transmission line will be in scope of SPIA	What is the scope / demarcation for SPD vs. SPIA w.r.t Interconnection at Pooling Station of SPIA (Nodal Injection Point) is not clear. Tentative location of Pooling Station along with SLD may be provided for each site.	There is no pooling station .As is evident from the transmission system layout provided on page 92 &93-. From each land parcel/Plot allocated to single bidder substation/switchyard transmission line and bay at Grid substation will be in scope of SPIA
10	NTPC	Clause 4, Point 3	<b>Page 56 of RIS, Sec-VI</b> Evacuation Arrangement (Plot to Injection Point)	Exact scope of SPD vs. SPIA w.r.t Power Evacuation may please be clearly demarcated along with SLDs.	From each land parcel/Plot allocated to single bidder substation/switchyard transmission line and bay at Grid substation will be in scope of SPIA.Hence the SLD of power evacuation system proposed given on page 92 and 93 will be constructed by SPIA
11	NTPC	Clause 4, point 8	<b>Page 93 of RIS, Sec-VIII</b> The SPD shall not be entitled to any deemed generation in case of any delay in connectivity to the Project	What is the tentative scheduled date for Connectivity availability from SPIA's Nodal Point and at STU for metering?	After the PPA are signed the SPIA will sign connectivity agreement with UPPTCL It will be ensured that the evacuation system is constructed by UPPTCL prior to Schedule commissioning date of fifteen months
12	NTPC	Cl. (Table)7, Page 98,Sec-VIII Development Fees	One Time Development Fees is 48.10Lakhs / MW.	Please clarify whether these charges are inclusive of 18% GST?	it will be excluding GST
13	NTPC	Cl. 4 (5),Page 93, Sec-VIII	Interconnection Delivery point will be at the Grid substation and therefore from Generators substation/switchyard transmission line will be in scope of SPIA	What is the scope / demarcation for SPD vs. SPIA w.r.t Interconnection at Pooling Station of SPIA (Nodal Injection Point) is not clear. Tentative location of Pooling Station along with SLD may be provided for each site.	There is no pooling station .As is evident from the transmission system layout provided on page 92 &93-. From each land parcel/Plot allocated to single bidder substation/switchyard transmission line and bay at Grid substation will be in scope of SPIA.
14	NTPC	General	It is mentioned that Drawings for plots with other details are available on portal	Please provide drawings with co-ordinates of boundary for all the plots.	Drawings of each land parcel/plot have been given in the RIS on page92 to 95 and the same RIS have been uploaded on the Portal
15	NTPC	Cl.14 ,Page 29, Section-III Commissioning	The SPD shall commission the Project within Fifteen (15) Months from the Effective date of PPA.	The SPD shall commission the Project within eighteen (18) Months from the Effective date of PPA.	As per Standard Bidding Guidelines Conditions as per the RFP and PPA shall prevail.
16	NTPC	Cl.3.2.1(i), Page 17 Article 3 PPA	An extension, without any impact on the Schedule Commissioning Date, can however be considered by UPNEDA, on the sole request of SPD, on payment of penalty as mentioned in 3.2.1.....	Please provide the details of penalty amount for extension of condition subsequent.	As per the clause 3.2.1 (i) of PPA penalty will be encashment of PBG however any penalty paid so by the SPD, shall be returned to the SPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date
17	NTPC	Cl.4.5.2, Page 23, Article 4 Time Extension PPA	Subject to the Article 3.2.1 and 4.6.2, the SPD shall be required to intimate UPNEDA/Procurer about the possible delays in allotment of Land or Connectivity in the Solar Park by the SPIA at least 45 days before the schedule date. UPNEDA can extend the time for financial closure upto 3 months, without any financial implications to the SPD, as brought out in Article 3.2.2.	Day on day basis extension shall be provided in case SPIA is unable to provide land and connectivity to SPD. Hence, the maximum limit of 3 months for time extension shall be removed.	Conditions as per the RFP and PPA shall prevail.

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18	NTPC	Cl. 5.1.6 Page 27, Article 5 Part Commissioning PPA	In case of Solar PV projects, Part commissioning of the Project shall be accepted by Procurement subject to the condition that the minimum capacity for acceptance of part commissioning shall be 50 MW or project capacities, whichever is lower.	It is requested to clarify that no such limit is imposed for last part capacity.	For all projects except those land plot/parcels with capacity less than 50 MW , first part commissioning has to be minimum 50 MW Thereafter no limit will be for last part capacity left.
19	NTPC	Cl. 11.4.8.2 b (i), Page 44, Article 11 Force Majeure-PPA	Procurement to pay to the Solar Power Generator, damages, equivalent to 6 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.	It is requested to align this provision as per TBCB Guidelines.  As per TBCB Guidelines:- The Procurement shall pay to the Generator, 'Force Majeure Termination Compensation' equivalent to the amount of the Debt Due and the 110% (one hundred and ten per cent) of the Adjusted Equity, as defined in these Guidelines, and takeover the Project assets.	Conditions as per the RFP and PPA shall prevail.
20	NTPC	Cl. 13.4.4, Page 47, Article 13 Procurement Event of Default PPA	Provided further that at the end of 3 months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by SPD and its discretion require the defaulting Procurement to pay to the Solar Power Generator, damages, equivalent to 6 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.	It is requested to align this provision as per TBCB Guidelines.  As per TBCB Guidelines:- i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and the 150% (one hundred and fifty per cent) of the adjusted equity as detailed in the PPA or, (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	Conditions as per the RFP and PPA shall prevail.
21	NTPC	Cl. 1.b (b.2),Page 50, Sec-V	The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff per kWh for each Projects applied Project.	As per our understanding, single tariff has to be quoted for all projects. May please clarify. Further, we request to allow to quote tariff project wise to bring all bidders ( bidders quoting with single project or multiple projects) at par. Else, bidder quoting only for best project will have an edge over the one quoting for all the projects.	Conditions as per the RFP and PPA shall prevail. Single same tariff for all locations being bid out to be quoted.
22	NTPC	Cl. 21.b (II) ,Page 39, Sec-III	Only single tariff bid for all the Projects applied for, shall have to be filled online in the Electronic Form provided at the ISN-ETS Portal.		
23	Jakson Power Private Limited	Clause 7	Page 98 of RIS <b>One Time Solar Park Development Charges - Rs. 48.10 lakh/MW + GST</b>	One time solar park development charges are at higher end. Which is increasing our CAPEX as compare to purchasing our own land. We would request you to please reduce the Solar Park development charges to make it economical for developers.	In one time development charges are being taken to enable SPIA to provide the evacuation infrastructure and the approach road also .Therefore Conditions as per the RFP and PPA shall prevail.
24	Jakson Power Private Limited	Clause 5	Page 21 of RIS <b>PROJECT SCOPE &amp; TECHNOLOGY SELECTION</b> : Interconnection Delivery point will be at the Grid substation and therefore from Generators substation/switchyard transmission line will be in scope of SPIA (LSPDCL).	Since External Transmission line from Plant Switchyard is in scope of SPIA till the injection point, <b>Please clarify if SPD have to reimburse the transmission line construction charges to SPIA</b>  Also Please confirm the ACSR conductor to calculate the transmission losses.	Transmission line construction will be done by UPPTCL who will be awarded work on deposit basis by SPIA .SPD is not supposed to reimburse the transmission line construction charges to SPIA as SPD is paying upfrom One time Solar Park Development harges.  UPPTCL will carry out the construction as per their approved specifications and norms .Mostly Zebra conducters will be used .
25	Jakson Power Private		<b>Regarding Land</b>	Please share the .kmz file for each plot among with clearly demarcated boundary.	Boundary wall fencing in scope of SPD
26	Jakson Power Private	Clause 11	Page 25 of RIS <b>PERFORMANCE BANK GUARANTEE (PBG)</b>	Please keep the PBG charges at <b>8 Lakh/MW</b> as per standard bidding scenario.	Conditions as per the RFP and PPA shall prevail.
27	Jakson Power Private Limited	Clause 12.2	Page 46 of PPA Relief for Change in Law : The decision of the Appropriate Commission to acknowledge a Change in Law and provide relief for the same, shall be final and governing on both the Parties.	There is no clarity over the financial implication on developer after any change in law. We request you to please consider the MNRE guideline which clearly states <b>"In the event a Change in Law results in any adverse financial loss/ gain to the Solar Power Generator then, in order to ensure that the Solar Power Generator is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the Solar Power Generator/ Procurement shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission."</b> And make the necessary changes in PPA.	Amendment being issued vide the corrigendum in line with the standard bidding guidelines
28	SJVN	Clause 14(b) (a)	page no. 29 of RIS  The Schedule Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be 15 (fifteen) months from the effective date of PPA.	Zero date for Project construction shall be start from the date of handing over of encumbrance free/ encroachment free land to SPD. Delay in handing over of land should be considered Force Majeure.	This condition is as per Standard bidding Guidelines .Provision for extension in Financial closure and SCD in case of delay in handing over land is there.Hence Conditions as per the RFP and PPA shall prevail.

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29	SJVN	Clause 14(d)	Page no. 30 of RIS In case the Commissioning of the Project is delayed beyond the date as on 21 months from the Effective Date of the PPA, the PPA for the Project shall stand terminated and the Project shall be removed from the list of Projects selected under the RIS.	This clause maybe modified as under: In case the Project is not commissioned within 6 months after SCD due to delays by EPC Contractor due to Financial Stress, Strikes by Land Owners, Labor etc. which do not directly come under the ambit of Force Majeure, the PPA for capacity not commissioned should not be terminated since considerable CAPEX would have been done in the last 6 months after scheduled SCD. Instead the PPA tariff may be reduced at a nominal rate per week of delay for the delay in such remaining capacity which is not commissioned for entire term of PPA. This will save SPD from huge losses.	Conditions as per the RFP and PPA shall prevail.
30	SJVN	Clause 4.1 (d)	page no. 21 of RIS Location of project - Vill: Gujrai, Tehsil: Akbarpur, Dist: Kanpur Dehat	132 KV or 220 KV overhead Transmission line is under the Territory of UPNEDA Solar park. May please provide present status.	In case of any 132 kV or 220 kV Transmission line is inside the location of project ,SPIA will ensure the relocation of the same through UPPTCL .
31	SJVN	Clause 1 (b-3)	page No. 50 of RIS The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff per kWh for each Projects applied Project. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33	The Tariff must be separate of all Five(5) project sites	same fixed tariff for all locations being bid out have to be quoted .Hence Conditions as per the RFP and PPA shall prevail.
32	SJVN	Clause 4	page No. 56 of RIS  SPD shall be responsible for undertaking all the preparatory activities like land development, evacuation infrastructure, entering into appropriate contracts for development of the Solar Park.	Information may please be shared regarding provision of construction power during development of project.	SPD may apply for connection from UPPCL for drawing power to meet their construction work
33	SJVN	General	Last date for Submission of Online Bid (Techno- Commercial Bids)	The Last Date and Time for submission of bids may be extended minimum by 03 weeks to allow sufficient time for preparation and submission of competitive bids.	Being extended till 8/3/2021.
34	Torrent Power	General		Request for extension of bid submission by at least 2-3 weeks as the clarifications to the bidder's queries are pending	Being extended till 8/3/2021.
35	Sukhbir Agro Energy Limited	Clause 6	Page No. 15 of RIS UPPCL shall enter into PPA with successful SPDs/bidders for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to the Project Developer is fixed at INR 3.25/ kWh for 25 years. This shall be inclusive of all statutory taxes, duties, levies, cess if applicable as on the last date of bid submission	<b>In the pre bid meeting, maximum tariff allowed has been reduced to Rs 3/kWh. We request you to kindly keep the max. tariff at 3.25/kWh considering the recent increase in prices of modules, inverters, cable, structure, copper etc.</b>	Ammendement in maximum tariff to be quoted reduced to Rs 3.0/kWh being issued vide the corrigendum.
36	Sukhbir Agro Energy Limited	Clause 8	Page No. 98 of RIS  Tentative Cost towards Solar Park -One Time Solar Park Development Charges - Rs 48.1 lakh/MW	<b>Rs 48.1 lakh/MW one time charges are on very higher side, request you to kindly reduce the same or give developer the option to pay the same in 5 years or so.</b>	Conditions as per the RFP and PPA shall prevail.
37	Sukhbir Agro Energy Limited	Clause C.5	Page No. 46 of RIS A Company/ Consortium would be required to submit annual audited accounts as on the last date of previous Financial Year, i.e. FY 2019-2020, if available, or FY 2018-19, or as on the day at least 7 days prior to the bid submission deadline, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria.	<b>Kindly confirm is there any minimum annual turnover or PBDIT requirement.</b>	Annual Turnover and PBDIT certificate is to be given . No minimum value .Both are not the qualification criteria unlike Networth Conditions hence minimum value not prescribed..
38	Sukhbir Agro Energy	General	Last Date and Time of Receipt of Bids - 01-Mar-2021	<b>Request you to kindly extend the last date of bid submission by at least 3 weeks from uploading of queries reply.</b>	Last date of submission of bids being extended till 8/3/2021
39	Adani Green Energy Limited	Bid Information Sheet	Page No.4 of RIS Document Processing Fees: Rs. 3 Lakh +18% GST for each Project > 50 MW capacity, Rs. 5 Lakh + 18% GST for each Project of 50 MW and above capacity	Kindly clarify bidder needs to pay document processing fees with respect to participation on individual location / project basis or on aggregate capacity basis.	Yes bidder has to pay the document rocessing fees . For each location /project wise according to his participation.
40	Adani Green Energy Limited	Clause No. '8.1 of RIS /4.4.1 PPA	Page no. 22 of RIS The SPD will declare the annual CUF of the Project at the time of submission of response to RIS, who shall be allowed, to revise the annual CUF once within first year of COD.	We request UPNEDA to modify the clause as under: "The SPD will declare the annual CUF of the Project at the time of submission of response to RIS, who shall be allowed, to revise the annual CUF once within first three year of COD."	Conditions as per the RFP and PPA shall prevail.

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41	Adani Green Energy Limited	Clause 12.1	Page no. 46 of PPA Change in Law	Request to clarify / confirm the following: 1. If the applicability of the currently prevailing SGD is extended beyond the 29th July 2021, and at the same rate, will it qualify under Change in Law?  2. If the applicability of the currently prevailing SGD is extended beyond the 29th July 2021, and at an increased / decreased rate, will it qualify under Change in Law?	Conditions as mentioned in "change in Law article will prevail.Ammendement being issued vide the corrigendum
42	Adani Green Energy Limited	Clause 14.A	Page no. 29 of RfS Part Commissioning: Minimum project capacity to be commissioned under this RfS shall be 50 MW or Project capacities, whichever is lower	Kindly allow part commissioning with minimum capacity of 5 MW and in multiple thereof for subsequent commissioning, as allowed in all earlier bids of UPNEDA.	Conditions as per the RFP and PPA shall prevail. This as per SBD guidelines
43	Adani Green Energy Limited	Clause 2.1	Page No. 51 of RfS, Section V -Bid Evaluation and Selection of Project Reverse Auction	Kindly clarify whether a single tariff is to be quoted for all the Projects or separate tariff need to be quoted for each Project.	Single fixed tariff for all the Land parcels/plots have to be quoted
44	Adani Green Energy Limited	Clause 8	Page no. 98 of RfS If there is delay in land allotment or connectivity by SPIA, UPNEDA may consider extension in the time for financial closure as per PPA, without any financial implications to the SPD. However extension in Schedule commissioning will be in scope of Procurer UPPCL	We request UPNEDA to Kindly grant SPDs back to back extension in SCOD as well in case of any delay in handover land, as is the case in all Solar Park tenders..	Conditions as per the RFP and PPA shall prevail.
45	Adani Green Energy Limited	-	-	Please inform the timeline for execution of ISA.	After the execution of PPA .
46	Adani Green Energy Limited	Section - VIII	Page No. 94 of RfS, Section VIII Metering arrangement of each project shall have to be adhered to in line with relevant clause of PPA, state and central Regulations.	Please mention no. and the scope of supply and installation of meters with CT, PT and all necessary equipment.	Conditions as per the RFP and PPA shall prevail. No of Meters mentioned in Article 7 of PPA .Supply of meters in scope of SPD
47	Adani Green Energy Limited	Clause 4	Page No. 92-93 of RfS, Section VIII 4. CONNECTIVITY IN SOLAR PARK	We understand the grid connectivity voltage and distance as mentioned below: 1. Gujrai 50 MW - 132kV, 12km 2. Makrechha 25MW - 132kV LILO, 32km 3. Banghauri 20MW - 132kV LILO, 22km 4. Gurhah 75MW - 132kV, 20km 5. Parasan 75MW - 132kV, 20km 6. Tikar 1 10MW - 33kV LILO, 8km 7. Tikar 2 20MW - 33kV LILO, 8km Please confirm whether the line lengths mentioned above are route lengths or otherwise. This is since the developer needs accurately factor in line losses up to Delivery Point.	These are line lengths as depicted in evacuation plan on page 92 & 93 of RfS
48	Adani Green Energy Limited	Clause 4	Page No. 92-93 of RfS, Section VIII 4. CONNECTIVITY IN SOLAR PARK	The evacuation and metering point of the Tikar 1 & Tikar 2 is common? Please clarify	yes
49	Adani Green Energy Limited	General		Request you to mention "Commissioning procedure" as well in the tender document.	Conditions as per the RFP and PPA shall prevail.
50	Adani Green Energy Limited	Clause 4	Page No. 56 of RfS, 4. SCOPE METRIX 15 Laying of 33kV Cable in Cable Tray	As per the solar industry practice we request you to allow the 33kV cable laying under ground(buried) without cable tray. Please clarify.	Conditions as per the RFP and PPA shall prevail.
51	Adani Green Energy Limited	ARTICLE 7	Page No. 29 of PPA, METERING  Meters on each generator and each auxiliary transformer shall work as backup meters  7.1.4 All meters (a) main (b) check (c) backup meters at Transco / Disco Substation shall be provided by seller at the cost of seller. The secondary backup meters at Solar PV Power Plant Generating Substation shall be provided and installed by seller at the cost of seller.	We understand that below mentioned meters(per PPA) are in SPD's scope: 1. Main Meter at 132kV/33kV(at Transco / Disco Substation) 2. Check Meter at 132kV/33kV(at Transco / Disco Substation) 3. Back up Meter at 132kV/33kV(at Transco / Disco Substation) 4. Secondary Back up meter(at 132kV/33kV at Plant end) 5. Meter at 415V for auxiliary consumption measurement at plant end	Yes
52	Adani Green Energy Limited	General	-	Please provide the AutoCAD & KMZ file of the all the plot plans, to enable us to optimally design the solar plant, which has a significant bearing on the project economics.	Boundary drawings of all plots/Land parcels are given in RfS from page 92 to 97.Other works are in scope of SPD.
53	Adani Green Energy Limited	Clause 4	Page No.56 of RfS, Scope Matrix Purchase of Land is in the scope of SPIA	Proposed plot boundaries for the land are not available. Please provide the AutoCAD of plot boundaries.	to be provided by UPNEDA

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54	Adani Green Energy		Construction of Boundary Wall/ Fencing for each Plot	It is understood that SPD can propose either boundary wall or chain link or suitable fencing for plot boundary. Please confirm.	Yes .Conditions as per the RFP and PPA shall prevail.
55	Adani Green Energy Limited		Geotech survey and Soil investigation report	We request to provide the preliminary Geotechnical report in order to assess the soil strata. Please clarify/ confirm.	It is in scope of SPD Conditions as per the RFP and PPA shall prevail.
56	Adani Green Energy		Land Leveling	We request to provide the preliminary topographical survey in order to assess the land undulations. Please clarify/ confirm.	Conditions as per the RFP and PPA shall prevail.
57	Adani Green Energy	General	-	Please Provide AutoCAD file of Topography drawing.	UPNEDA has the site maps with exact Gata No which will be provided
58	Adani Green Energy	General	-	Please Provide Geotech report of the site.	In scope of SPD as mentioned in Scope Matrix given in RfS on page 56 .
59	Eden Re	Clause 4	Page No. 56 of RIS, 4. SCOPE METRIX	Kindly specify the timelines for various activities under scope of SPIA (Considering PPA date as zero date) and insert suitable provision that any delay in the same shall result in extension of FC & SCOD. This is important as many of the activities under scope of SPIA required to be completed before start of construction of solar project at site.  We also request to provide detailed information on current status of the activities.	Provision exists in PPA Clause 3.2.1 and clause 4.6.2
60	Eden Re	Clause 4	Page No. 56 of RIS, 4. SCOPE METRIX	Since the information like layout of the plot and geo technical details are essential to estimate the Cost of setting up of the project as well as Generation expected from the solar project, we request UPNEDA to arrange the Boundary coordinate (KMZ file), Park layout, Hydrological survey, Contour survey, Transmission system layout (Internal to park i.e. at which point UPPTCL shall provide the connectivity in solar park) etc. to help us more realistically plan for the project. <b>This will definitely help us minimize the tariff for the project.</b>	Conditions as per the RfS will prevail.Boundary drawings of plots/land parcels given on page 95 to 97 of RIS .Hydrological and Contour Survey in scope of SPD.As each plot is independently located no Internal transmission system line from Generators switchyard to Grid substation in scope of SPIA .
61	Eden Re	Clause 21.b	Page No. 38 of RIS, DOCUMENTS TO BE SUBMITTED ONLINE  Only single tariff bid for all the Projects applied for, shall have to be filled online in the Electronic Form provided at the ISN-ETS Portal. 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.	Since all solar parks are separate and have different geotechnical characteristics as well as different generation potential per MWp, WE request to allow to submit different tariff for different parks. This will help UPNEDA also to get the best proposals from the bidders.	Conditions as per the RFP and PPA shall prevail.
62	Eden Re	Clause 13 iii	Page No. 29 of RIS, Section III, FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS  (iii) In case of delay in achieving above condition ..... An extension can however be considered, on the sole request of SPD, This extension will .....	Kindly define the amount of extension charges to be paid in case of delay in achieving FC.	Conditions as per the RFP and PPA shall prevail. No extension charges .
63	Eden Re	Clause 2	Page no. 55 of RIS, Section VI,  2 ROLE OF STATE TRANSMISSION UTILITY It is envisaged that the State Transmission Utility will provide transmission system to facilitate the evacuation of power from the Projects which may include the following: i) Upon application of Connectivity as per SERC Regulations, STU shall coordinate with the SPIA for grant of connectivity ii) Coordination among various State and Central agencies for evacuation of power.	Kindly provide the various steps and timeline involved in each step. E.g. who will apply for the connectivity, How much time will be taken by STU from the date of application upto providing connectivity at site.	SPIA will apply for connectivity .UPPTCL will construct the evacuation infrastructure on deposit work basis from SPIA
64	Eden Re	Clause 4.4	Page no. 57 of RIS, Section VI  "It is proposed to develop green belt around the periphery of various project appurtenances, project colony, etc."	Kindly confirm what kind of green cover is proposed, who is responsible for the same. Kindly also confirm that the green cover do not include large trees which may/will affect generation of the solar project due to shadow effect.	Corrigendum being issued to be deleted  Please refer to corrigendum
65	Eden Re	Clause 8 point no. I	Page No. 98 of RIS, Section VIII "Tentative Cost towards Solar Park": "If there is delay in land allotment or connectivity by SPIA, UPNEDA may consider extension in the time for financial closure as per PPA, without any financial implications to the SPD .However extension in Schedule commissioning will be in scope of Procurer UPPCL".	In case of delay in land or connectivity, this should automatically lead to an extension on FC and SCOD by the same period of delay ("may" is too weak). And should not be subject to either UPNEDA and UPPCL. WE request UPNEDA to allow automatic extension on SCOD in case of delay in land handover free from any encumbrances/connectivity.	Conditions as per the RFP and PPA shall prevail.

S.No.	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
66	Eden Re	ARTICLE 12: CHANGE IN LAW	<p>Page No. 46 of PPA 12.1 Definitions</p> <p>In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events pertaining to this project only after the last date of the bid submission, including</p> <p>(i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) the requirement to obtain a new consent, permit or license; or (iv) any modification to the prevailing conditions prescribed for obtaining a consent, permit or license, not owing to any default of the Solar Power Generator; or (v) any change in the rates of any Taxes , duties and cess which have a direct effect on the Project.</p> <p>However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends or (iii) any change on account of regulatory measures by the Appropriate Commission including calculation of Availability</p>	<p>We request to include the below provision of Standard Bidding guidelines "5.7.1. In the event a Change in Law results in any adverse financial loss/ gain to the Solar Power Generator then, in order to ensure that the Solar Power Generator is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the Solar Power Generator/ Procurer shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission."</p> <p>We also request to include specific provisions to deal with cases of imposition of Safeguard Duty/Custom duty or anti dumping duty on Modules / other solar project components. currently SECI &amp; other PPA contain the below provision to help any uncertainty at later stage:</p> <p>e. Any introduction / modification / changes in rates of any tax/duty/cess/surcharge or similar charges on import of solar power equipment or parts thereof safeguard duty and/or antidumping duty and/or custom duty which has direct effect on the cost for setting up of Solar PV Power Project and supply of power by the SPD after the date of submission of Bid, shall be treated as per the terms of this Agreement.</p> <p>f. In case of change in law on account of Anti-Dumping Duty and/or Safe-Guard Duty and/or Custom Duty etc. on Solar PV Modules, the Solar Power Developer shall be entitled for increase/decrease in tariff. This increase/decrease in tariff shall be for an amount equivalent to INR 0.005/KWh (0.5 Paise/KWh) for every increase/decrease of INR 01 (One) lakh/MW of impact on cost of Solar PV modules, which shall be effected based on the documentary evidence submitted to the concerned authority, which shall inter alia includes Bill of Lading (BL), Bill of Entry (BOE) at the Port of arrival, duty paid at the port of arrival, Lorry receipt (LR), Goods Receipt (GR), Insurance papers etc. upto project site. This increase/decrease in tariff due to this change in cost of PV modules shall be limited upto 150% (One hundred &amp; fifty percent) of the solar project capacity allocated to the project developer."</p>	Amendment being issued vide corrigendum with the proposed clause.
67	Eden Re	ARTICLE 3	<p>Page No. 17 of PPA, 3.1 Satisfaction of conditions subsequent by the SPD /Seller</p> <p>3.1.1. "The SPD shall make Project financing arrangements and provide necessary certificates to UPNEDA in this regard".</p>	<p>Can you confirm that such financing arrangements can be by way of internal funds? Not defined as financial closure.</p>	Not specifically mentioned but Financial closure may be achieved through Internal Resources Conditions .
68	Eden Re	ARTICLE 3	<p>Page No. 17 of PPA, 3.1 Satisfaction of conditions subsequent by the SPD /Seller</p> <p>3.1.1 a "The SPD shall enter into an Land Implementation &amp; Support Agreement with Solar Park Implementation Agency (SPIA) which is LSPDCL [A Joint Venture between UPNEDA &amp; Solar Energy Corporation of India-(SECI)] and/or Lease Deed/Right to Use Agreement (as applicable) with the SPIA for Land &amp; associated infrastructure for development of the Project inside the Solar Park and for connectivity with the STU System for confirming the evacuation of power by the Scheduled Commissioning Date"</p>	Kindly confirm the timeline obligations from the SPIA to execute LISA with the SPD and possession of clear and encroachment free land with clearly marked boundaries. Kindly also mention provision of automatic Extension of FC & SCOD to be granted accordingly in case of delay on the same.	After signing of PPA to be executed
69	Eden Re	ARTICLE 3	<p>Page No. 18 of PPA, 3.2 Consequences of non-fulfilment of conditions subsequent and financial closure</p> <p>3.2.4 "In case of delay in handing over of land by the SPIA as per the timeline specified in the Land Agreement, other than for any reason attributable to the SPD, such delay may entail a corresponding extension in financial closure and Scheduled Commissioning Date."</p>	Kindly modify as per below: "In case of delay in handing over of land by the SPIA as per the timeline specified in the Land Agreement, other than for any reason attributable to the SPD, such delay shall entail an automatic corresponding extension in financial closure and Scheduled Commissioning Date.	Conditions as per the RFP and PPA shall prevail. Amendment in clause 4.6.2 of PPA is being issued which entails this.
70	Eden Re	ARTICLE 4, 4.5.2	<p>Page No. 23 of PPA, 4.5 Extensions of Time</p> <p>4.5.2 Subject to the Article 3.2.1 and 4.6.2, the SPD shall be required to intimate UPNEDA /Procurer about the possible delays in allotment of Land or Connectivity in the Solar Park by the SPIA at least 45 days before the scheduled date. UPNEDA can extend the time for financial closure up to 3 months, without any financial implications to the SPD, as brought out in Article 3.2.2.</p>	<p>1. This clause is strange as the SPIA &amp; UPNEDA can be considered in practical terms as one and same.</p> <p>2. We request that the Cap "up to 3 months" should be removed about an extension of the FC in case of delay in land allotment or connectivity. Also in case of delay in decision on the Force Majeure, the extension should be for period of Force Majeure Plus processing time/decision making time by UPPCL/UPNEDA. Timeline in this provision is not consistent with §11.4.8.1 (max 3 months vs 180 days in §11.4.8.1).</p>	Conditions as per the RFP and PPA shall prevail.
71	Eden Re	ARTICLE 3, 3.2.1	<p>Page 17 of PPA, 3.2 Consequences of non-fulfilment of conditions subsequent and financial closure</p> <p>"unless the delay (subject to the conditions that SPD has made / is making all possible efforts) is on account of delay in allotment of Land by LSPDCL (SPIA) not owing to any action or inaction on the part of the SPD or caused due to a Force Majeure"</p>	Since there is on handing over of possession of land on right to use basis, Kindly make suitable correction on "allotment of land".	Allotment of land will be on Right to Use Basis.
72	Eden Re	ARTICLE 3, 3.2.1		Kindly define the amount of extension charges which would be payable	Conditions as per the RFP and PPA shall prevail. No extn charges .



S.No.	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
73	Eden Re	LISA	RECTTAL f) "Demised Premises" shall mean all that piece of allotted to the SPD on Right to Use Basis for development of [Insert Contract Capacity]	As discussed in Pre-bid meeting, kindly confirm that there will not be any requirement to obtain permission from Revenue department for Foreign Bidders towards "Right to use" for Solar project.	As the land will not be transferred . Title of land will remain with the Government .Hence not required to take permission
74	Eden Re	LISA	3.8 SPD shall establish an irrevocable unconditional revolving Letter of Credit (LC) in favour of LSPDCL with .....	Please remove since payment will be made ahead of the upcoming financial year	Conditions as per the RFP and PPA shall prevail.
75	Eden Re	LISA	5.1.3.b b) The SPD shall not interfere or cause damage to the properties of Lucknow Solar Power Development Corporation Limited whether located outside or inside the Demised Premises, including but not limited to water supply lines, drainage lines, water meters, street lights and such other properties. In case the SPD is found to have caused damage to the properties of Lucknow Solar Power Development Corporation Limited, in addition to entitling Lucknow Solar Power Development Corporation Limited to terminate the Agreement hereby granted, Lucknow Solar Power Development Corporation Limited shall be entitled to recover the damages with penalty as may be decided by Lucknow Solar Power Development Corporation Limited and such amount shall be recoverable as arrears of land revenue.	Such right to terminate/ re-enter should be in case of an EoD (Event of default) from the SPD, which is not remedied despite serving of notice. It should be an EoD from the SPD with rights for remedies before	Conditions as per the RFP and PPA shall prevail.
76	Eden Re	LISA	5.3 c & d  c) The SPD can construct the Solar Power Project including the buildings, structures required for the Solar Power Project as per their own plans in the demised premises. However the SPDs shall submit the plans/drawings to Lucknow Solar Power Development Corporation Limited for its scrutiny and approval to ensure that buildings & structures shall not create any obstruction to the neighboring plots. d) The SPD shall not build, construct, demolish or erect or make any alterations and/or additions to the Plant and/or any building or any structure on the Demised Premises or any variation or user of any portion thereof unless and until specifications, plans, elevations, sections and details thereof are submitted by the SPD to Lucknow Solar Power Development Corporation Limited for its scrutiny and approval to ensure that the above alterations/additions to buildings/structures will not create problems to Solar power Projects in the neighboring plots.	Such possibility do not exist in this case as there is no nearby solar park plots. These clause should be removed. In case clauses are retained, there should be a timeframe of 4 working days and no communication should result as deemed approval of the same.	As each land plot/parcel exists independently with any plot nearby or with a common boundry . This condition will not be applicable .
77	Eden Re	LISA	7 Force Majeure	Kindly amend the Force Majeure provisions so as to be back-to-back with the PPA (notably on termination)	Conditions as per the RFP and PPA shall prevail.
78	Eden Re	LISA	7a a) "Force Majeure" shall mean an event beyond the control of the SPD and not involving the SPD's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a "Force Majeure" situation exists or not, shall be decided by the Lucknow Solar Power Development Corporation Limited and such decision shall be final and binding on the SPD.	In case SPD is not satisfied with decision, There should be a dispute resolution process available e.g. approaching UPNEDA/UPERC.	Conditions as per the RFP and PPA shall prevail.
79	Eden Re	LISA	9 Termination	We request that Cure period should be provisioned for the defaulting party to remedy the default in case of EoD. Termination provision for FM should be on back-to-back with the PPA.	Conditions as per the RFP and PPA shall prevail.
80	VGEPL	Bid Information Sheet (G)	Page No. 4 of RIS Document Processing Fee Rs. 3 Lakh +18% GST for each Project > 50 MW capacity, Rs. 5 Lakh + 18% GST for each Project of 50 MW and above capacity to be submitted either through NEFT/RTGS transfer in the account of UPNEDA, or in the form of DD/Pay Order along with the response to RIS in favour of "Director, UPNEDA", payable at "Lucknow",to be submitted either through NEFT/RTGS	Document Processing Fee Rs. 3 Lakh +18% GST for <del>each Project</del> > < =50 MW capacity, Rs. 5 Lakh + 18% GST for <b>Capacity more than each Project</b> of 50 MW and above capacity to be submitted either through NEFT/RTGS transfer in the account of UPNEDA, or in the form of DD/Pay Order along with the response to RIS in favour of "Director, UPNEDA", payable at "Lucknow",to be submitted either through NEFT/RTGS	It is typing error amended vide corrigendum being issued as .Document Processing Fee: Rs. 3 Lakh +18% GST for each Project< 50 MW capacity, Rs. 5 Lakh + 18% GST for each Project of 50 MW and above Document Processing fees is to be submitted project wise for which bidder is participating in bid .



S.No.	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
81	VGEPL	Clause 1.4	Page No. 7 of RIS "BIDDER" shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;	Expand the definition of "Bidder" as means any corporation, company, partnership, association, joint stock company, trust, unincorporated organization, joint venture or other legally recognized entity of whatever nature.	As in RIS and PPA
82	VGEPL	1.2	Page no.7 of RIS Provided that a financial institution, scheduled bank, foreign institutional investor, non-banking financial company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project	Provided that a financial institution, scheduled bank, <b>Private Equity Fund</b> , foreign institutional investor, non-banking financial company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project  Expand the proviso to include "private equity funds" since the nature of business of private equity funds which are managed by investment managers, is no different from that of mutual funds or foreign institutional investors. NTPC has accordingly modified there list to include Private Equity Fund in the list of Group Companies. Also, GUVNL has also clarified the same to be permitted, in the earlier tender invited for Dholera Solar Park as well Phase XI tender	Conditions as per RIS and PPA will prevail.
83	VGEPL	1.22	Page No. 9 of RIS "INTER-CONNECTION POINT/ DELIVERY/ METERING POINT" shall mean the points at 33kV and 132 kV voltage levels, where the power from the solar power Projects are injected into the identified STU Substations (including the dedicated transmission line connecting the solar power Projects with the substation system) as specified in the Section VIII of RIS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC / SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time along with any instructions by SPIA in this regard.	" <del>INTER-CONNECTION POINT/</del> DELIVERY/ METERING POINT" shall mean the points at 33kV and 132 kV voltage levels, where the power from the solar power Projects are injected into the identified STU Substations (including the dedicated transmission line connecting the solar power Projects with the substation system) as specified in the Section VIII of RIS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC / SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time along with any instructions by SPIA in this regard.  Delivery/ Metering point shall be point which is used for billing of delivered energy. However, interconnection point shall be the point at which energy is injected by the SPD in to grid and SPD is not responsible for maintaining evacuation infrastructure.  Also, please clarify how the power shall be evacuated and metering shall be done at 33kV level (applicable for Tikar-1 and Tikar 2 project)	Interconnection point or Injection point is same as Metering point. Therefore conditions prevail in RIS
84	VGEPL			Interconnection Point" shall be the point of connection at which Electricity is delivered into the Grid System of the DISCOM/ transmission line constructed by SPIA.  SPD is not responsible for maintaining transmission line beyond plant switchyard.	
85	VGEPL	Clause 6	Page no. 15 of RIS, Section II UPPCL shall enter into PPA with successful SPDs/bidders for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to the Project Developer is fixed at INR 3.25/ kWh for 25 years. This shall be inclusive of all statutory taxes, duties, levies, cess if applicable as on the last date of bid submission.	UPPCL shall enter into PPA with successful SPDs/bidders for a period of 25 years from the date as per the provisions of PPA. <del>The maximum tariff payable to the Project Developer is fixed at INR 3.25/ kWh for 25 years. This shall be inclusive of all statutory taxes, duties, levies, cess if applicable as on the last date of bid submission.</del>	Conditions as per the RFP and PPA shall prevail. Corrigendum of Rs 3.0/unit being issued .
86	VGEPL	Clause 7	Page no. 15 of RIS, Section II Bidders shall submit their bid by offering a single tariff for all the Projects applied for, which shall be applicable for all the 25 years.	Bidders shall submit their bid by offering a single tariff for all the Projects applied for <b>or different tariff for the respective Projects</b> , which shall be applicable for all the 25 years.	Conditions as per the RFP and PPA shall prevail.

S.No.	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
87	VGEPL	Clause 5	Page no. 21 of RfS, Section III Interconnection Delivery point will be at the Grid substation and therefore from Generators substation/switchyard transmission line will be in scope of SPIA (LSPDCL).	<del>Interconnection</del> Delivery point will be at the Grid substation and therefore from Generators substation/switchyard transmission line will be in scope of SPIA (LSPDCL).	Interconnection point/Delivery point /metering point are same
88	VGEPL	Clause 8.3	Page no 23 of RfS, section III In case the Procurer purchases the excess generation, it will do so at 75% (seventy-five per cent) of the PPA tariff.	In case the Procurer purchases the excess generation, it will do so at <del>75% (seventy-five per cent)</del> <b>100% (hundred percent)</b> of the PPA tariff.	Conditions as per the RFP and PPA shall prevail.
89	VGEPL	Clause 11.1	Page No. 25 of RfS, Section III Bidders selected by UPNEDA based on this RfS shall submit Performance Guarantee for a value @ INR 10.5 Lakh/ MW within thirty (30) days of issue of Letter of Intent or before the signing of the PPA, whichever is earlier.	Bidders selected by UPNEDA based on this RfS shall submit Performance Guarantee for a value @ INR <del>10.5</del> <b>8.0</b> Lakh/ MW within thirty (30) days of issue of Letter of Intent or before the signing of the PPA, whichever is earlier.  We request reduction in the value of Performance Guarantee as proposed to bring it in line with SBG  Developer to submit PBG at 3% of the value of contract as per the notification dated 12th November 2020 issued by DOE, Ministry of Finance, GOI and MNRE notification dated 22nd December 2020.	PBG has been kept as per the Ministry of Finance GO dated 12/11/2020 therefore Conditions as per the RFP and PPA shall prevail.
90	VGEPL	Clause 11.5	Page No.26 of RfS, Section III 11.5 The format of the Bank Guarantees prescribed in the Formats 7.3 B (PBG)/7.3 C (POI) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees/POI, the corresponding PPA shall not be signed. UPNEDA has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PBG shall be encashable for being appropriated by UPNEDA in terms of the guarantee as in the case of appropriation of the cash deposit lying with UPNEDA.	11.5 The format of the Bank Guarantees prescribed in the Formats 7.3 B (PBG)/7.3 C (POI) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees/POI, the corresponding PPA shall not be signed. UPNEDA UPPCL has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PBG shall be encashable for being appropriated by UPNEDA UPPCL in terms of the guarantee as in the case of appropriation of the cash deposit lying with UPNEDA UPPCL.  <b>We understand that UPNEDA is nodal agency for promotion of Renewable Energy in the State and responsible for conducting the tender process.</b>  <b>However, the UPPCL is the procurer under the power purchase agreement executed with the SPD. Hence, UPPCL shall be responsible for performance of its obligations under the power purchase agreement. We would suggest that SPD shall submit performance bank guarantee to the Procurer (UPPCL) and not UPNEDA, as proposed under the tender.</b>	PBG deposition will be with UPNEDA as it is the Bid process coordinator /authorized representative of Procurer .
91	VGEPL	Clause 11.6	Page No.26 of RfS, Section III The successful Bidder for the Projects selected based on this RfS are required to sign PPA with UPPCL within 30 days after the issue of LoI.	The successful Bidder for the Projects selected based on this RfS are required to sign PPA with UPPCL within <del>30</del> <b>60</b> days after the issue of LoI.  Before signing of PPA, there are many process involved like formation of the Project Company/ SPV and obtaining PBG which will require more time and within 30 days it is not possible to complete all process.	Conditions as per the RFP and PPA shall prevail.
92	VGEPL	Clause 12.1	Page No.27 of RfS, Section III The PPA shall be signed within 30 (Thirty) days from the date of issue of LoI	The PPA shall be signed within <del>30 (Thirty)</del> <b>60 (Sixty)</b> days from the date of issue of LoI  Before signing of PPA, there are many process involved like formation of the Project Company/ SPV and obtaining PBG which will require more time and within 30 days it is not possible to complete all process.	Conditions as per the RFP and PPA shall prevail.
93	VGEPL	Clause 12.3	Page No.28 of RfS, Section III Successful bidders will have to submit the required documents to UPNEDA within 21 days from the issue of LoI. In case of delay in submission of documents beyond the 21 days as mentioned above, UPNEDA shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.	Successful bidders will have to submit the required documents to UPNEDA within <del>21</del> <b>60</b> days from the issue of LoI. In case of delay in submission of documents beyond the <del>21</del> <b>60</b> days as mentioned above, UPNEDA shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.	Conditions as per the RFP and PPA shall prevail.

S.No.	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
94	VGEPL		Page No.29 of RfS, Section III  Part Commissioning: Minimum project capacity to be commissioned under this RfS shall be 50 MW or Project capacities, whichever is lower. However in case of Projects namely "Makrechha & Banghauri" of 45 MW and "Tikar I & Tikar II" of 30 MW, Plot wise/Block wise part commissioning shall be allowed under these projects.The PPA will remain in force for a period of 25 (twenty-five) years from the Scheduled Commissioning Date. However, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty five) years from the SCD.	Part Commissioning: Minimum project capacity to be commissioned under this RfS shall be 50 MW or <b>50% of</b> Project capacities, whichever is lower. However in case of Projects namely "Makrechha & Banghauri" of 45 MW and "Tikar I & Tikar II" of 30 MW, Plot wise/Block wise part commissioning shall be allowed under these projects.The PPA will remain in force for a period of 25 (twenty-five) years from the Scheduled Commissioning Date. However, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty five) years from the SCD.	Conditions as per the RFP and PPA shall prevail.
95	VGEPL	Clause 14.C	Page No.30 of RfS, Section III  In cases of early part-commissioning, till the SCD, UPPCL may, at its discretion if the Buying Entity agrees to, purchase the generation @ 75% (seventy-five per cent) of the PPA tariff.	In cases of early part-commissioning, till the SCD, UPPCL may, at its discretion if the Buying Entity agrees to, purchase the generation @ <b>75% (seventy-five per cent) 100% (hundred percent)</b> of the PPA tariff.	Conditions as per the RFP and PPA shall prevail.
96	VGEPL	Clause 16.1	Page No.31 of RfS, Section III The Bidder shall provide complete information in their bid in reference to this RfS about the Promoters and upon issuance of LoI, the SPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with UPPCL.	The Bidder shall provide complete information in their bid in reference to this RfS about the Promoters and upon issuance of LoI, the SPD shall indicate its shareholding in the company <b>executing the project</b> indicating the controlling shareholding before signing of PPA with UPPCL.	Conditions as per the RFP and PPA shall prevail. Applicable for the company/SPV formed for executing the project .
97	VGEPL	Clause 21.b. II (b)	Page No.39 of RfS, Section III  (b) Preliminary Estimate of Cost of Solar PV Project as per Format 7.11	<del>(b) Preliminary Estimate of Cost of Solar PV Project as per Format 7.11</del>	Conditions as per the RFP and PPA shall prevail.
98	VGEPL	C.2	Page No.46 of RfS, Section IV  A Company/ Consortium would be required to submit annual audited accounts as on the last date of previous Financial Year, i.e. FY 2019-2020, if available, or FY 2018-19, or as on the day at least 7 days prior to the bid submission deadline, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.	A Company/ Consortium would be required to submit annual audited accounts as on the last date of previous Financial Year, i.e. FY 2019-2020, if available, or FY 2018-19, or as on the day at least 7 days prior to the bid submission deadline, along with net worth, <del>annual turnover and PBDIT certificate (as applicable)</del> from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.	Conditions as per the RFP and PPA shall prevail.
99	VGEPL	18.10.f	Page No. 34 of RfS Bidder shall be additionally required to furnish the break-up of the Preliminary Estimate of Cost of Solar PV Project as per Format 7.12 (separately for each project) as part of the response to RfS	<del>Bidder shall be additionally required to furnish the break-up of the Preliminary Estimate of Cost of Solar PV Project as per Format 7.11 7.12 (separately for each project) as part of the response to RfS</del>	Conditions as per the RFP and PPA shall prevail.
100	VGEPL		Geotech survey and Soil investigation report		As per scope Matrix given at page 56 of RfS it is in scope of SPD to be provided by UPNEDA
101	VGEPL	Clause 4.4	Page No. 57 of RfS, Section VI  4.4 GREEN BELT DEVELOPMENT It is proposed to develop green belt around the periphery of various project appurtenances, project colony, etc. The purpose of Greenbelt around the project site is to capture the fugitive emissions, attenuate the noise pollution generated and improve the aesthetics. The proposed green belt at the project site will form an effective barrier between the plant and the surroundings. Open spaces, where tree plantation may not be possible, will be covered with shrubs and grass to prevent erosion of topsoil. Adequate attention shall be paid to plantation of trees, their maintenance and protection based on the geology, soil condition and topography of the site area.	<del>---</del>	Corrigendum being issued this clause is being deleted

S.No.	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
102	VGEPL	Format 7.1 Point no 2	Page No. 63 of RIS, Section VII  We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee/POI of the requisite value(s) towards PBG for the selected Projects, within due time as mentioned in Clause Nos. 11, Section-III, ITB of this RIS on issue of LoI by UPNEDA for the selected Projects and/ or we are not able to sign PPA with UPPCL within 30 days of issue of LoI by UPNEDA for the selected Projects, UPNEDA shall have the right to take action as mentioned in Format-7.3A	We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee/POI of the requisite value(s) towards PBG for the selected Projects, within due time as mentioned in Clause Nos. 11, Section-III, ITB of this RIS on issue of LoI by UPNEDA for the selected Projects and/ or we are not able to sign PPA with UPPCL within <del>30</del> <b>60</b> days of issue of LoI by UPNEDA for the selected Projects, UPNEDA shall have the right to take action as mentioned in Format-7.3A	Conditions as per the RFP and PPA shall prevail.
103	VGEPL	Format 7.6	Page No. 78 of RIS, Section VII  We certify that the Bidding Company/ Member in a Bidding Consortium has a Net Worth of INR ..... Crore (.....in words) as on the last date of previous Financial Year, i.e. FY 2018-19, if available, or FY 2017-18, or as on the day at least 7 days prior to the bid submission deadline.  Further, we certify that the Bidding Company/ Member in the Bidding Consortium has an Annual Turnover of INR _____ (_____in words) as on the last date of previous Financial Year, i.e. FY 2018-19, if available, or FY 2017-18, or as on the day at least 7 days prior to the bid submission deadline (Strike out if not applicable).  Further, we certify that the Bidding Company/ Member in the Bidding Consortium has a Profit Before Depreciation Interest and Taxes (PBDIT) of INR _____ (in words) as on the last date of previous Financial Year, i.e. FY 2018-19, if available, or FY 2017-18, or as on the day at least 7 days prior to the bid submission deadline (Strike out if not applicable).	We certify that the Bidding Company/ Member in a Bidding Consortium has a Net Worth of INR ..... Crore (.....in words) as on the last date of previous Financial Year, i.e. FY <del>2019-20 2018-19</del> , if available, or FY <del>2018-19 2017-18</del> , or as on the day at least 7 days prior to the bid submission deadline.  Further, we certify that the Bidding Company/ Member in the Bidding Consortium has an Annual Turnover of INR _____ (_____in words) as on the last date of previous Financial Year, i.e. FY <del>2019-20 2018-19</del> , if available, or FY <del>2018-19 2017-18</del> , or as on the day at least 7 days prior to the bid submission deadline (Strike out if not applicable).  Further, we certify that the Bidding Company/ Member in the Bidding Consortium has a Profit Before Depreciation Interest and Taxes (PBDIT) of INR _____ (in words) as on the last date of previous Financial Year, i.e. FY <del>2019-20 2018-19</del> , if available, or FY <del>2018-19 2017-18</del> , or as on the day at least 7 days prior to the bid submission deadline (Strike out if not applicable).	Corrigendum being issued
104	VGEPL	Clause 1.1	Page No. 7 of PPA  include definition of Adjusted Equity	shall mean the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date; i. On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date; ii. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity"); iii. After COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.333% (zero point three three percent) thereof at the commencement of each month following the COD [reduction of 1% (one percent) per quarter of an year] and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date; For the avoidance of doubt, the Adjusted Equity shall, in the event of termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the PPA period is extended, but the revision on account of WPI shall continue to be made.	Conditions as per the RFP and PPA shall prevail.

S.No.	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
105	VGEPL	Clause 1.1	Page No. 7 of PPA Include Definition of Debt Due	shall mean the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date: i. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the 'Principal') but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date; ii. All accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in sub-clause (i) above until the Transfer Date but excluding: (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Utility Default, and (iv) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost. Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken. Provided further that the Debt Due, on or after COD, shall in no case exceed 80% (eighty percent) of the Total Project Cost.	Conditions as per the RFP and PPA shall prevail.
106	VGEPL	Point C	Page No. 5 of PPA Uttar Pradesh Power Corporation Ltd. (UPPCL) hereinafter referred to as "Procurer", has been duly authorized to enter into this Agreement on behalf of DISCOMS namely Paschimanchal Vidut Vitran Nigam Ltd, Poorvanchal Vidut Vitran Nigam Ltd, Madhyanchal Vidut Vitran Nigam Ltd, Dakshinanchal Vidut Vitran Nigam Ltd and will directly purchase power generated from these selected 500 MW Solar PV Projects for 25 years	Uttar Pradesh Power Corporation Ltd. (UPPCL) hereinafter referred to as "Procurer", has been duly authorized to enter into this Agreement on behalf of DISCOMS namely Paschimanchal Vidut Vitran Nigam Ltd, Poorvanchal Vidut Vitran Nigam Ltd, Madhyanchal Vidut Vitran Nigam Ltd, Dakshinanchal Vidut Vitran Nigam Ltd and will directly purchase power generated from these selected <del>275</del> 500 MW Solar PV Projects for 25 years	It is typing error corrigendum being issued for amendment
107	VGEPL	Point H	Page No. 5 of PPA In terms of the RFS and the Bidding Documents, the SPD has furnished the Performance Bank Guarantee in the sum of Rs.....in favour of UPNEDA as per the format provided as a part of the Bidding Documents and a copy of the Bank Guarantee provided is in Schedule – 1 to this agreement;	In terms of the RFS and the Bidding Documents, the SPD has furnished the Performance Bank Guarantee in the sum of Rs.....in favour of <del>UPPCL</del> <u>UPNEDA</u> as per the format provided as a part of the Bidding Documents and a copy of the Bank Guarantee provided is in Schedule – 1 to this agreement;	PBG deposition will be with UPNEDA as it is the Bid process coordinator /authorized representative of Procurer
108	VGEPL	Clause 1.1	Page No. 10 of PPA Indian Government Instrumentalities shall mean the Government of India, the State Governments or Union Territory, local Governments and bodies exercising Governmental functions and any ministry, department, board, authority, agency, , commission under the direct or indirect control of Government of India or any of the above State Government(s) or both or any Union Territory, any political subdivision of any of them including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;	Indian Government Instrumentalities shall mean the Government of India, the State Governments or Union Territory, local Governments and bodies exercising Governmental functions and any ministry, department, board, authority, agency, <del>Discoms</del> , commission under the direct or indirect control of Government of India or any of the above State Government(s) or both or any Union Territory, any political subdivision of any of them including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;	Conditions as per the RFP and PPA shall prevail.
109	VGEPL	Clause 1.1	Page No. 11 of PPA "Metering Point" for purposes of recording of Injected Energy located at Injection Point.	"Metering Point" for purposes of recording of Injected Energy located at <del>Delivery</del> <u>Injection</u> Point.	Injection point and delivery point means the same which will be at the STU Grid substation
110	VGEPL	Article 2, 2.1.1	Page No. 16 of PPA This Agreement shall come into effect from (Enter the date as on 30th day of the issuance of Letter of Intent to the SPD) and such date shall be referred to as the Effective Date.	This Agreement shall come into effect from (Enter the date as on <del>30th</del> <u>60th</u> day of the issuance of Letter of Intent to the SPD) and such date shall be referred to as the Effective Date.	Conditions as per the RFP and PPA shall prevail.
111	VGEPL	Point 3.3 performance Bank Guarantee 3.3.1	Page no. 18 of PPA Performance Bank Guarantee has been submitted by SPD within 30 days of issue of LoI or before the signing of the PPA whichever is earlier for guaranteeing the commencement and continuity of the supply of power up to the Contracted Capacity within the time specified in this Agreement.	Performance Bank Guarantee has been submitted by SPD within <del>30</del> <u>60</u> days of issue of LoI or before the signing of the PPA whichever is earlier for guaranteeing the commencement and continuity of the supply of power up to the Contracted Capacity within the time specified in this Agreement.	Conditions as per the RFP and PPA shall prevail.

S.No.	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
112	VGEPL	Point No. 3.2 Consequences of non-fulfilment of conditions subsequent and financial closure, 3.2.1	Page no. 17 of PPA (i) An extension, with..... However any delay in adoption of tariff by the Appropriate Commission beyond 60 (sixty) days, from the date of application filed by the Procurer for adoption of tariff under section 63 of the Act shall entail a corresponding extension in financial closure	(i) An extension, with..... However any delay in adoption of tariff by the Appropriate Commission beyond 60 (sixty) days, from the date of application filed by the Procurer <del>issuance of LoI</del> for adoption of tariff under section 63 of the Act shall entail a corresponding extension in financial closure <u>and Schedule Commissioning Date</u>	Conditions as per the RFP and PPA shall prevail.
113	VGEPL	Point 4.4 Right to Contracted Capacity & Energy, 4.4.1	Page No. 22 of PPA Procurer, at any time during a Contract Year, shall not be obliged to purchase any additional energy from the SPD beyond the contracted capacity. SPD has declared annual CUF -----% for the Project at the time of submission of response to RfP. The SPDs is allowed to revise the annual CUF-----% once within first year of COD.	Procurer, at any time during a Contract Year, shall not be obliged to purchase any additional energy from the SPD beyond the <del>contracted capacity</del> <b>10% above the declared CUF</b> . SPD has declared annual CUF -----% for the Project at the time of submission of response to RfP. The SPDs is allowed to revise the annual CUF-----% once within <b>first Second</b> year of COD.	It is as per SBD Guidelines Conditions as per the RFP and PPA shall prevail.
114	VGEPL	Point 4.4 Right to Contracted Capacity & Energy, 4.4.1	Page No. 22 of PPA The annual CUF will be calculated every year form 1st April of the year to 31st march next year. If for any contract year it is found that the SPD has not been able to generate minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPD, on account of reasons primarily attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation supply of power under the PPA, subject to a minimum of 25% of the cost of this shortfall in energy terms, calculated at PPA tariff.	The annual CUF will be calculated every year form 1st April of the year to 31st march next year, <b>except for the first year of COD</b> . If for any contract year it is found that the SPD has not been able to generate minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPD, on account of reasons primarily attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation supply of power under the PPA, subject to a minimum of 25% of the cost of this shortfall in energy terms, calculated at PPA tariff.	Amendment vide Corrigendum being issued as"on account of reasons primarily attributable to the SPD, such shortfall in performance shall make the SPD liable to pay the compensation supply of power under the PPA, subject to a 25% of the cost of this shortfall in energy terms, calculated at PPA tariff "
115	VGEPL	Point 4.4 Right to Contracted Capacity & Energy, 4.4.2	Page No. 23 of PPA In case the Procurer purchases the excess generation, it will do so at 75% (seventy-five per cent) of the PPA tariff.	In case the Procurer purchases the excess generation, it will do so at <b>75% (seventy-five per cent) 100% (hundred percent)</b> of the PPA tariff.	Conditions as per the RFP and PPA shall prevail.
116	VGEPL	4.4.1.2	Excess power beyond the contracted capacity specified under Article 4.4.1 can be sold to any other entity by the SPD if NTPC/Discom does not accord written consent to purchase such power within 1 (one) month of receipt of the written request from the SPD.	Excess power beyond the contracted capacity specified under Article 4.4.1 can be sold to any other entity by the SPD if NTPC/Discom does not accord written consent to purchase such power within <b>1(one) month 7 (seven) days</b> of receipt of the written request from the SPD.	Conditions as per the RFP and PPA shall prevail.
117	VGEPL	Point 4.5 Extensions of Time, 4.5.1	Page no. 23 of PPA 4.5.1 In the event that the SPD is prevented from performing its obligations under Article 4.1 by the Scheduled Commissioning Date due to: a) any STU/Procurers Event of Default; or b) Force Majeure Events affecting STU/Procurers , or c) Force Majeure Events affecting the SPD, the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to Article 4.5.6, for a reasonable period but not less than „day for day“ basis, to permit the SPD or STU/Procuree through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPD or Procurers, or till such time such Event of Default is rectified by STU/Procurers.	4.5.1 In the event that the SPD is prevented from performing its obligations under Article 4.1 by the Scheduled Commissioning Date due to: a) any STU/Procurers Event of Default; or b) Force Majeure Events affecting STU/Procurers , or c) Force Majeure Events affecting the SPD, <b>or d) delay in handover of encumbrance and encroachment free land, completion of interconnection facilities by SPIA</b> the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to Article 4.5.6, for a reasonable period but not less than „day for day“ basis, to permit the SPD or STU/Procuree through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPD or Procurers, or till such time such Event of Default is rectified by STU/Procurers.	Clause 4.6.2 of PPA is being ammended vide corrigendum being issued in this extension in SCD and Finanacial closure due to delay in handing over land and delay on part of SPIA has been included in line with provision in SBD included as following In case of, any delay in handing over land to the Solar Power Developer (SPD) by SPIA in accordance with the given timelines, shall entail a corresponding extension in financial closure and scheduled commissioning date, provided that the maximum extension shall be limited to a period of 1 year commencing from the expiry of date of handing over of balance 10% of land.
118	VGEPL	Point 4.5 Extensions of Time, 4.5.2	Page no. 23 of PPA Subject to the Article 3.2.1 and 4.6.2, the SPD shall be required to intimate UPNEDA /Procuree about the possible delays in allotment of Land or Connectivity in the Solar Park by the SPIA at least 45 days before the scheduled date. UPNEDA can extend the time for financial closure up to 3 months, without any financial implications to the SPD, as brought out in Article 3.2.2.	Subject to the Article 3.2.1 and 4.6.2, the SPD shall be required to intimate <del>UPNEDA</del> /Procuree about the possible delays in allotment of Land or Connectivity in the Solar Park by the SPIA at least 45 days before the <b>scheduled date last date of financial closure</b> . UPNEDA shall provide at least day for day extension <del>can extend the time for financial closure up to 3 months</del> , without any financial implications to the SPD, as brought out in <b>Article 3.2.1 Article 3.2.2</b> .	Article 3.2.2 of PPA mentions "For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement". By this article it means 3.2.1 therefore clause 3.2.2 is mentioned .Other conditions as per RfS and PPA will prevail.
119	VGEPL	Point No. 4.7 Acceptance/Performance Test, 4.7.1	Page no. 25 of PPA Prior to synchronization of the Power Project, the SPD shall be required to get the Project certified for the requisite acceptance/ performance test as may be laid down by Central Electricity Authority or an agency identified by the Central Government to carry out testing and certification for the solar power projects.	Please provide the list of agencies that undertake performance test.	Article 4.7.1 mentions : Prior to synchronization of the Power Project, the SPD shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by an agency identified by the UPPCL to carry out testing and certification for the Solar power projects. Conditions as per the RFP and PPA shall prevail.

S.No.	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
120	VGEPL	Point No. 5.1 Synchronization, Commissioning and Commercial Operation, 5.1.1	Page No. 26 of PPA The SPD shall give the concerned UPSLDC/SLDC, Procurer and SPIA at least sixty (60) days advanced preliminary written notice and at least thirty (30) days advanced final written notice, of the date on which it intends to synchronize the Power Project to the Grid System.	The SPD shall give the concerned UPSLDC/SLDC, Procurer and SPIA at least <del>sixty (60)</del> <b>thirty (30)</b> days advanced preliminary written notice and at least <del>thirty (30)</del> <b>fifteen (15)</b> days advanced final written notice, of the date on which it intends to synchronize the Power Project to the Grid System.	Conditions as per the RFP and PPA shall prevail.
121	VGEPL	Point No. 5.1 Synchronization, Commissioning and Commercial Operation, 5.1.7	Page no. 27 of PPA In cases of early part-commissioning, till the SCD, UPPCL may, at its discretion if the Buying Entity agrees to, purchase the generation @ 75% (seventy-five per cent) of the PPA tariff.	In cases of early part-commissioning, till the SCD, UPPCL may, at its discretion if the Buying Entity agrees to, purchase the generation @ <del>75% (seventy-five per cent)</del> <b>100% (hundred percent)</b> of the PPA tariff.	Condition is in line with SBD .Hence Conditions as per the RFSand PPA shall prevail.
122	VGEPL	Point No. 7.1 Meters, 7.1.1	Page no. 29 of PPA As per state metering code, for measurement of solar energy supplied by Solar generating stations within the State, meter shall be provided on each outgoing feeder at the power station designated as main meter for billing purpose. Check meter shall be provided along with main meter on each outgoing feeder. Meters shall also be provided on the other end of the 33kV /132 KV feeder to serve as secondary back-up meter. Meters on each generator and each auxiliary transformer shall work as backup meters. The consumption recorded by main meter shall be compared with the consumption recorded by secondary backup meter on 33kV/132 KV feeder to work out transmission losses as well as to monitor the correct functioning of both meters	As per state metering code, for measurement of solar energy supplied by Solar generating stations within the State, meter shall be provided on each outgoing feeder at the power station designated as main meter for billing purpose. Check meter shall be provided along with main meter on each outgoing feeder. Meters shall also be provided on the other end of the 33kV /132 KV feeder to serve as secondary back-up meter. <del>Meters on each generator and each auxiliary transformer shall work as backup meters.</del> The consumption recorded by main meter shall be compared with the consumption recorded by secondary backup meter on 33kV/132 KV feeder to work out transmission losses as well as to monitor the correct functioning of both meters	Conditions as per the RFP and PPA shall prevail.
123	VGEPL	Point No. 10.3 Payment of Monthly Bills, 10.3.4	Page No. 33 of PPA (a) A Rebate of 2% shall be payable to the UPPCL for the payments made within a period of 10 (ten) days of the presentation of hard copy of bill along with required supporting documents at UPPCL Office. (b) Any payments made after ten (10) days of the date of presentation of hard copy of the bill along with the required supporting documents at UPPCL office up to the Due date shall be allowed a rebate of 1%.	(a) A Rebate of <del>2%</del> <b>1%</b> shall be payable to the UPPCL for the payments made within a period of 10 (ten) days of the presentation of hard copy of bill along with required supporting documents at UPPCL Office. <del>(b) Any payments made after ten (10) days of the date of presentation of hard copy of the bill along with the required supporting documents at UPPCL office up to the Due date shall be allowed a rebate of 1%.</del>	Conditions as per the RFP and PPA shall prevail.
124	VGEPL	Point No. 10.4 Payment Security Mechanism, 10.4.9	Page No. 35 of PPA A payment Security Fund will be set up suitable to support payment for at least 3(three months) billing of project tied up with this fund	A payment Security Fund will be set up <u>by the procurer</u> , suitable to support payment for at least 3(three months) billing of project tied up with this fund, <u>within 30 days of Commissioning of the solar project</u>	Payment security fund will be set up by Procurer only who will be the payment agency
125	VGEPL	Point No. 10.4 Payment Security Mechanism, 10.7.2	Page No. 38 of PPA Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable.	<del>Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable.</del>	Conditions as per the RFP and PPA shall prevail.
126	VGEPL	Point No. 11.4. Categorization of Force Majeure Events, 11.4.1(a)	Page No. 40 of PPA Act of God, including, but not limited to lightning, drought, fire and explosion, earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or	Act of God, including, but not limited to lightning, drought, fire and explosion, earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, <b>epidemic</b> or	Conditions as per the RFP and PPA shall prevail.
127	VGEPL	Point No. 11.4. Categorization of Force Majeure Events, 11.4.1(b)	Page No. 40 of PPA radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination	<b>Biological, chemical,</b> radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination	Conditions as per the RFP and PPA shall prevail.



S.No.	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
128	VGEPL	Point No. 11.4. Categorization of Force Majeure Events, 11.4.4.1.	Page No. 42 of PPA The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) Day after such reinstatement.	The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than <del>one (1)</del> <b>Seven (7)</b> Day after such reinstatement.	Conditions as per the RFP and PPA shall prevail.
129	VGEPL	Point No. 12.1 Definitions	Page No. 46 of PPA In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events pertaining to this project only after the last date of the bid submission, including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) the requirement to obtain a new consent, permit or license; or (iv) any modification to the prevailing conditions prescribed for obtaining a consent, permit or license, not owing to any default of the Solar Power Generator; or (v) any change in the rates of any Taxes , duties and cess which have a direct effect on the Project.	In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events pertaining to this project only after the last date of the bid submission, including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) the requirement to obtain a new consent, permit or license; or (iv) any modification to the prevailing conditions prescribed for obtaining a consent, permit or license, not owing to any default of the Solar Power Generator; or (v) any change in the rates of any Taxes , duties and cess <del>which have a direct effect on the Project.</del> <b>or introduction of any new tax made applicable for setting up the solar power project and supply of power from the Solar Power project by the SPD which have a direct effect on the Project.</b>	Amendment being issued vide corrigendum the Clause will kept in line with the provision in SBD
130	VGEPL	Point No. 12.1 Definitions	Page No. 46 of PPA However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends or (iii) any change on account of regulatory measures by the Appropriate Commission including calculation of Availability	However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends or <del>(iii) any change on account of regulatory measures by the Appropriate Commission including calculation of Availability</del>	Conditions as per the RFP and PPA shall prevail.
131	VGEPL	Point No. 12.2 Relief for Change in Law, 12.2.2	Page No. 46 of PPA The decision of the Appropriate Commission to acknowledge a Change in Law and provide relief for the same, shall be final and governing on both the Parties.	The decision of the Appropriate Commission to acknowledge a Change in Law and provide relief for the same, shall be final and governing on both the Parties and shall be entitled for relief as follows:  <b>Every net increase/decrease of Rs.1 lakh per MW in the Project Cost (i.e cost incurred by the SPD for the supply and services in the Project concerned, upto Schedule Commissioning Date or extended Schedule Commissioning Date, for reasons other than those wherein such extension is on account of payment of liquidated damages, penalty or any other charges, as the case may be), shall be liable for corresponding increase/decrease of an amount equal to Rs 0.005 /kWh.</b>	Amendment being issued vide corrigendum the Clause will kept in line with the provision in SBD Guidelines
132	VGEPL	Point No. 13.1 SPD Event of Default, 13.1.1	Page No. 47 of PPA (i) the failure to commission the plant within the stipulated time or failure to commence supply of power to Procurers up to the Contracted Capacity, relevant to the Scheduled Commissioning Date, by the end of '18 months for plants at a single location'; [Developer to retain condition as per the plant capacity allocated]; or	(i) the failure to commission the plant within the stipulated time or failure to commence supply of power to Procurers up to the Contracted Capacity, relevant to the Scheduled Commissioning Date, by the end of ' <del>18 months</del> <b>21 month</b> for plants at a single location'; [Developer to retain condition as per the plant capacity allocated]; or	It is acopy paste error corrigendum being issued as follows (i) the failure to commission the plant within the stipulated time or failure to commence supply of power to Procurers up to the Contracted Capacity, relevant to the Scheduled Commissioning Date, by the end of '15 months for plants at a single location'; [Developer to retain condition as per the plant capacity allocated]; or
133	VGEPL	Point No. 13.1 SPD Event of Default, 13.2.1	Page No. 48 of PPA Procurers fails to pay (with respect to a Monthly Bill or a Supplementary Bill) an amount exceeding fifteen (15%) of the undisputed part of the most recent Monthly/ Supplementary Bill for a period of ninety (90) days after the Due Date and the SPD is unable to recover the amount outstanding to the SPD through the Letter of Credit / Default Escrow Account for the applicable Month; or	Procurers fails to pay (with respect to a Monthly Bill or a Supplementary Bill) an amount exceeding fifteen (15%) of the undisputed part of the most recent Monthly/ Supplementary Bill for a period of <del>ninety (90)</del> <b>sixty (60)</b> days after the Due Date and the SPD is unable to recover the amount outstanding to the SPD through the Letter of Credit / Default Escrow Account for the applicable Month; or	Conditions as per the RFP and PPA shall prevail.

S.No.	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
134	VGEPL	Point No. 13.3 Procedure for cases of SPD Event of Default, 13.3.5	Page No. 50 of PPA  In addition to the levy of damages as aforesaid, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution agreement provided in the PPA and in concurrence with the Procurers. However, in the event the lenders are unable to substitute the defaulting Solar Power Generator within the stipulated period, the Procurer may terminate the PPA and acquire the Project assets for an amount equivalent to 90% of the <b>debt due</b> , failing which, the lenders may exercise their mortgage rights and liquidate the Project assets	Please include definition of Debt Due	Conditions as per the RFP and PPA shall prevail. Also definition as per SBD Guidelines.
135	VGEPL	Point No. 14 Termination due to Force Majeure	Page No. 51 of PPA Termination due to Force Majeure If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.7.3, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of such Termination Notice.	Upon occurrence of a Non-Natural Force Majeure Event, the SPD shall, at its discretion, have the right to terminate the PPA forthwith after the completion of the period of 180 (one hundred and eighty) Days from the date of the Force Majeure Notice. b) On termination of the PPA: i. UPPCL shall pay to the SPD, 'Force Majeure Termination Compensation' equivalent to the amount of the Debt Due and the 110% (one hundred and ten per cent) of the Adjusted Equity, as defined in the PPA, and takeover the Project assets. ii. the SPD shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event.	Conditions as per the RFP and PPA shall prevail.
136	VGEPL	Point No. 18.6 Notices, 18.6.2	Page No. 63of PPA  If to the Procurers, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:	<u>Include</u>  <b>Uttar Pradesh New &amp; Renewable Energy Development Agency Saur Ja Complex, Sultanpur Rd, Daud Nagar, Raebareli, Uttar Pradesh</b>	UPNEDA doesn't have ny office in Raibareilly
137	VGEPL	Schedule 1: Particulars of the Project	Page No. 67 of PPA  Scheduled Month /Year of Commissioning: 18 Month	Scheduled Month /Year of Commissioning: <b>15 Month</b>	Corrigendum being issued
138	VGEPL	LISA, 1.1 (a)	"Inter-connection point or Delivery point or metering point" shall have same meaning as given in the Power Purchase Agreement. All costs and losses up to that point will be on account of the Solar Power Developers.	"Inter-connection point or Delivery point or metering point" shall have same meaning as given in the Power Purchase Agreement. All costs and losses up to <del>that</del> <b>Interconnection</b> point will be on account of the Solar Power Developers.	As Interconnection point and metering point are the same therefore conditions as per RFS will prevail.
139	VGEPL	LISA, 2.1	This Agreement shall come into effect from the date of its execution by both the Parties.	This Agreement shall come into effect from the date of its execution by both the Parties. <b><u>This Agreement shall be executed within 30 days from the date of execution of power purchase agreement with UPPCL. Failure to execute this Agreement by SPIA for reasons not solely responsible to SPD, shall results into at least day for day extension in financial closure date and Schedule Commissioning Date.</u></b>	Time line as per PPA document. Delay in signing of LUISA will result in delay at the end of SPIA in making arrangement for providing facilities like evacuation infrastructure as One time development charges to be taken from developer will be used for the se purpose Conditions as per the RFP and PPA shall prevail.
140	VGEPL	LISA, 3.3	Annual Land Usage Charge of Rs 1.00/-(Rupee One Only) per annum on or before 30th April at the beginning of each financial year during the agreement period. First year annual Land Use Charges shall be payable by SPD at the time of execution of this Agreement. GST and all other taxes, duties, cess and other Government levies applicable on such transaction shall be reimbursed to the SPPD by the SPD within 7 days from the date of issue of bill by SPPD		Conditions as per the draft LUISA shall prevail
141	VGEPL	LISA, 3.4.2	The Solar Power Project shall be commissioned within 15 months from the date of the signing of PPA. Unless extended by UPNEDA/UPPCL, in case of failure to achieve this milestone, LSPDCL shall end-cash the Performance Bank Guarantee on per day basis and proportionate to the Capacity not commissioned, with 100% encashment for 6 months delay.	The Solar Power Project shall be commissioned within 15 months from the date of the signing of PPA. <del>Unless extended by UPNEDA/UPPCL, in case of failure to achieve this milestone, LSPDCL shall end-cash the Performance Bank Guarantee on per day basis and proportionate to the Capacity not commissioned, with 100% encashment for 6 months delay.</del>	Conditions as per the draft LUISA shall prevail
142	VGEPL	LISA, 3.5 (a)	"Inter-connection point or Delivery point" shall mean the point at [Insert Voltage Level] kV side of [Insert Designated Substation Details] Sub-Station of STU. All costs and losses up to that point will be to the account of the Solar Power Developers.	<del>"Inter-connection point or Delivery point"</del> shall mean the point at [Insert Voltage Level] kV side of [Insert Designated Substation Details] Sub-Station of STU. All costs and losses up to that point will be to the account of the Solar Power Developers.	Conditions as per the draft LUISA shall prevail

S.No.	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
143	VGEPL	LISA, 4.3.1	Land for Solar Project Lucknow Solar Power Development Corporation Limited] will provide _____Insert Area of the Land subject to minimum of 1.5 Hectare / MW] land on required for installation of solar power project on Right to Use Basis as per this Agreement.	Land for Solar Project Lucknow Solar Power Development Corporation Limited] will provide _____Insert Area of the Land subject to minimum of 1.5 Hectare / MW] land on required for installation of solar power project on Right to Use Basis as per this Agreement.  <b>SPIA will provide 100% land free of all encumbrances within 30 days of signing of this agreement. Incase of delay in encumbrance and encroachment free land within above timeline, the SPD is entitled for at least day for day extension in financial closure and Schedule Commissioning Date</b>	Conditions as per the draft LUISA shall prevail
144	VGEPL	LISA	Please provide a detail schedule and timeline for carrying out maintained of infrastructure to be provided by SPIA		Conditions as per the draft LUISA shall prevail
145	VGEPL	LISA, 5.6	The SPD shall permit conducting of an audit if deemed required to confirm whether the SPD has been in due compliance of all the provisions of the Electricity Act, 2003, GOI Scheme under which Project has been allocated, the PPA, policies framed by Lucknow Solar Power Development Corporation Limited or any other applicable rule / law / regulation. The SPD shall also ensure that answer to any query raised in this audit and/or any document/information required by the auditor is provided within reasonable time.	<del>The SPD shall permit conducting of an audit if deemed required to confirm whether the SPD has been in due compliance of all the provisions of the Electricity Act, 2003, GOI Scheme under which Project has been allocated, the PPA, policies framed by Lucknow Solar Power Development Corporation Limited or any other applicable rule / law / regulation. The SPD shall also ensure that answer to any query raised in this audit and/or any document/information required by the auditor is provided within reasonable time.</del>	Conditions as per the draft LUISA shall prevail
146	VGEPL	LISA	General	We request you to please include timelines for land handover, which is 30 days from execution of Power Purchase Agreement, and other infrastructures as mentioned in the ISA. The SPD shall be entitled for at least day for day extension in financial closure date and Schedule Commissioning Date, if SPIA is not able to complete as per timelines	It is being extended