

RFP No: 03/UPNEDA/GRID Connect/RFP/2018, dated:12.10.2018

Response to Queries/Suggestions received from Bidders

	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
1	Adani	2.6.1, Page No. 16	Tariff for supply of solar power having ceiling limit of INR 3.10/kWh	Remove benchmark tariff for bidding as Ministry of Finance (MoF) has notified Safeguard Duty on import Solar Cells and Modules: We wish to highlight that Ministry of Finance (MoF) has issued notification (01/2018-Customs (SG) dated: 30-Jul-18) based on recommendation by Directorate General of Trade Remedies (DGTR) on imposition of Safeguard Duty on import of Solar Cells whether or not assembled in modules or panels in following manner: <input type="checkbox"/> For the First year @25% ad valorem (30-Jul-18 to 29-Jul-19) <input type="checkbox"/> For the Next 6 months @20% ad valorem (30-Jul-19 to 29-Jan-20) <input type="checkbox"/> For the Last 6 months @15% ad valorem (30-Jan-20 to 29-Jul-20) Project cost for the project would now increase significantly due to the aforesaid Safeguard Duty imposition. Lenders would be not be comfortable at all to finance the project as without the Safeguard Duty pass through, the project won't be financially viable. In view of above, we request you to remove upper cap on tariff to be quoted by bidders for bidding in this tender.	No change as stipulated in bid document
2	Jakson	2.6.1	Tariff for supply of solar power having ceiling limit of INR 3.10/kWh	Benchmark price of INR 3.10 will not be viable tariff. Already announced Safeguard duty with 15% will be applicable till July, 2020 and these projects have to be commissioned by Sept, 2020. Since it is not possible to dispatch, port clearance, transport, installation activity to be performed in balance 2 months, So we request revision in Benchmark price to INR 3.25.	No change as stipulated in bid document
3	Azure	Article 12: Change in Law	12.1.1 The term Change in Law shall refer to the occurrence of any of the following events after the last date of the bid submission, including the enactment of any new law; or an amendment, modification or repeal of an existing law; or the requirement to obtain a new consent, permit or license; or 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 any change in the rates of any Taxes, duties and cess which have a direct effect on the Project.	1) In the event that validity of Safeguard duty is extended beyond 29th July 2020, or a new duty like Anti-dumping duty/any other duty is imposed, at a later date, and we are procuring modules after 29th July 2020, would this event be covered under change in law and hence, will the SPD be eligible to claim the relief under Relief for change in law clause ? Please clarify.	1) Clause No. 12.1.1 (v) of Article 12 of the PPA shall apply. UPERC shall be the authorities responsible for approving the change in tariff under the Change in law provisions.
4	Orange Renewables	1.1.2	UPNEDA will support setting up of Grid connected 550 MW Solar PV Power stations if established in Uttar Pradesh for the direct sale of 500 MW power to UPPCL and 50 MW to NPCL (Noida Power Company Ltd) .	Kindly confirm that each successful SPD will have to execute separate PPAs with each offtaker	The Ranking of the bidders will start from the bidder quoting the lowest Tariff after the reverse auction. Bidders with ranking till the fulfillment of 500 MW capacity will sign PPA with UPPCL whereas thereafter bidder for 50 MW capacity will sign PPA with NPCL. In case requisitioned capacity by the bidder is available partially from the 500MW capacity and partially from 50 MW then the successful bidder will sign PPA both with UPPCL and NPCL .
5	Azure	1.1.2	UPNEDA on behalf of UPPCL & NPCL, will select solar power producer for setting up of minimum 5 MW capacity Solar PV Power Plants (total capacity 550 MW).	This clause can be amended as"UPNEDA on behalf of UPPCL & NPCL, will select solar power producer for setting up of minimum 50 MW capacity Solar PV Power Plants (total capacity 550 MW)."	No change as stipulated in bid document
6	NTPC	1.1.3	UPNEDA on behalf of Uttar Pradesh Power Corporation Ltd. (UPPCL), Lucknow – a Company incorporated in India and registered under the Companies Act, 1956 and Noida Power Company Ltd an electric utility company registered under the companies act will select the Solar PV Power Project Developers, and UPPCL or NPCL will sign the Power Purchase Agreement (PPA) with the Successful Bidder.	As per the RFP, UPNEDA will select Solar PV Power Project Developers for the direct sale of 500 MW power to UPPCL and 50 MW to NPCL (Noida Power Company Ltd).	Yes
7	NTPC	2.1.1	This Agreement shall be deemed to have come into force with effect from the date of signing of this agreement and shall remain in full force from the date of commissioning of last unit of the Solar PV Plant from which solar power is committed to be supplied under this Agreement and such date shall be referred to as the Effective Date.	May pl. clarify status of applicability after signing of PPA till SCD.	PPA shall be deemed to have come into force with effect from the date of signing of the PPA and it will be effective from date of signing of PPA

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8	NTPC	2.6.1	... Tariff quoted has to be less than or equal to Rs.3.10/kWh.	Ceiling Tariff has been reduced to Rs 3.10/kWh from the ceiling tariff Rs 3.25/kWh mentioned in the UPNEDA's previous solar tender for 500 MW (RFP No: 02/UPNEDA/ GRID Connect/RFP/2018 dated 27.07.2018. The RFP dated 12.10.2018 does not mention regarding any specific changes in the Tariff w.r.t. solar cells/modules imported with/without payment of Safeguard duty, as mentioned in the previous RFP dated 27.07.2018. Please clarify in this regard.	Ceiling tariff is Rs 3.10/kWh with no change in tariff as stipulated in RFP document irrespective of Safeguard duty paid or not paid .
9	AVAADA	2.6.1	Tariff quoted has to be less than or equal to Rs. 3.10/ kWh	Remove Ceiling Tariff. 1. Department of Revenue, Ministry of Finance, Govt. of India on July 30th, 2018 vide Notification No. 01/2018-Customs (SG) has imposed Safeguard Duty of Solar PV cells and Modules to be imported from China and Malaysia for a period of two years upto 29th July, 2020. 2. Lower Radiation in the State. 3. According to Report on "State Distribution Utilities Sixth Annual Integrated Rating" published by Ministry of Power on July 2018 shows a poor rating of DISCOMS. (i.e. Lowest among all as rated "C")	No change as stipulated in bid document
10	Orange Renewables	2.8	Cost of RFP document is Rs.25000+ 18% GST= Rs 29500.00 Prospective bidders interested to participate in the bidding process are required to submit their RFP document along with a non-refundable processing fee of Rs.25000/- + 18% GST= Rs. 295000/	Kindly waive of the Processing Fee and Cost of RFP for successful bidders from UPNEDA 100 MW Solar Tender	No change as stipulated in bid document
11	Adani	1.1.2, Page No. 14	UPNEDA on behalf of UPPCL, will select solar power producer for setting up of minimum 5 MW capacity Solar PV Power Plants (total capacity 500 MW).	Remove minimum 5 MW bid limit on solar power project, Bidder shall be only allowed to participate for Minimum 50 MW capacity. This shall eliminates major risk on development side of solar project. Post commissioning, overall administrative cost during entire tenure of PPA (25 years) would be substantially reduced	Conditions as per the RFP and PPA shall prevail.
12	Adani	2.10, Page No. 19	Qualification Requirements:	Please Add Technical Qualification Criteria Technical Qualification Criteria: In order to ensure implementation of 550 MW solar projects, bidders with certain minimum past technical experience should be allowed to participate in the bid. Therefore, bidder should have experience of development of at least 50 MW Solar Project at single location in India and such project should be in operation for at least a period of 1 year as on date of RFP. It may help you to evaluate core experience of bidder based on actual solar plant commissioned by SPD.	Conditions as per the RFP and PPA shall prevail.
13	Azure	RFP Clause No. 2.10, Page no. 19	Qualification Requirements:	Please Add Technical Qualification Criteria:In order to ensure implementation of 550 MW solar projects, bidders with certain minimum past technical experience should be allowed to participate in the bid. Therefore, bidder should have experience of development of at least 50 MW Solar Project at single location in India and such project should be in operation for at least a period of 1 year as on date of RFP.	Conditions as per the RFP and PPA shall prevail.
14	Adani	2.3, Page No. 16	Capacity of each Project	Kindly allow Pooling of different projects.	Conditions as per the RFP and PPA shall prevail.
15	Adani	2.3, Page No. 16The capacity of Solar PV Power Plant applied shall be in multiples of 5 MW...	Kindly clarify can we choose different location in multiples of 5 MW with same tariff by submitting single bid of ..X.. MW? e.g.: We are planning to submit Bid for 200 MW by considering 4 Locations X 50 MW, in that case do we have to sign single PPA or multiple PPA for same tariff with different connectivity? Can we setup these 4 projects of 50 MW each at different locations ?	Different bids have to be submitted for different locations. Separate PPA's have to be signed . Provisions as per clause no. 2.9 of the RFP shall apply.
16	Adani	2.7, Page No. 17	Grid Connectivity	Following option shall be granted to bidders in case, UPPTCL is not able to grant connectivity at desired sub-station; 1. If UPPTCL does not able to provide connectivity at single location for the applied MW capacity then bidder shall allowed to split PPA and project capacities. 2. In case if UPPTCL is not able to grant connectivity at desired sub-station for a capacity won by bidder, in that case Bidder shall allowed to surrender the project without any financial implications of forfeiting BG's/penalties.	1. Conditions as per the RFP and PPA shall apply. 2. Provisions as per clause no. 2.27.4 & 2.27.5 of the RFP shall apply.
17	Adani	2.7, Page No. 17	Grid Connectivity	We understand that the responsibility of construction, Operation and maintenance of dedicated transmission line as per maximum transmission line length mentioned in tender will be borne by Government of Uttar Pradesh. Please clarify.	Provisions as per clause no. 2.7 of the RFP shall apply.
18	EDEN RENEWABLE INDIA	2.9	Number of Response to RFP by a Company a. The plant shall be located at a single location for the capacity applied in single bid.	Considering the limited availability of Land & Evacuation infrastructure, Kindly allow the plant to be split in 2 pr more locations with capacity not being less than 10 MW at one location.	Capacity quoted in a bid is to be put at single location .Bidder may submit multiple bids for different locations .

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19	EDEN RENEWABLE INDIA	13.4.4 PPA- EVENTS OF DEFAULT OF PROCURER	13.4.4 After a period of seven (7) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or Procurers Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the SPP shall be free to sell the Contracted Capacity to any third party of the SPP's choice. Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the SPP and at its discretion require the defaulting Procurer to 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. In the event of termination of PPA, damages or charges payable to the STU/ CTU , for the connectivity of the plant, shall be borne by the Procurer for six months only.	WE request to amend the provision as per MNRE Guidelines to include the following termination compensation: b) In the event the aforesaid novation is not acceptable to the Solar Power Generator, or if no offer of novation is made by the defaulting Procurer within the stipulated period, then the Solar Power Generator may terminate the PPA and at its discretion require the defaulting Procurer to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and the 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. In the event of termination of PPA, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the Procurer. (Kindly remove mention of six months)	Conditions as per the RFP and PPA shall prevail.
20	Jakson	2.27.5 and 2.27.6, Page No 38	In case the STU is not in a position to provide connectivity to the proposed solar plant due to technical reasons within the timeframe decided in the connection agreement then there shall be no financial liability on either party. In case the STU is not in a position to provide connectivity to the proposed solar plant at desired substation then the power purchase agreement shall be treated as infructuous without any financial liability on either party.	We request the addition of following statement in the above mentioned clause so that developers have more clarity: 1. If UPPTCL is not able to provide connectivity at the substation(s) for the applied MW capacity then bidder shall be allowed to apply for connectivity at other/alternate substations provided such applications are made with-in 360 days from PPA. Only if the other/ alternate s/s are not feasible, then PPA should be treated as infructuous without any financial liability on any party.	Conditions as per the RFP and PPA shall prevail.
21	Adani	2.7, Page No. 17	List of Substations	Kindly provide the list of technically feasible substations in the state of Uttar Pradesh along with the available Transformer Capacities, respective no. of Bays available (or to be constructed) and evacuation voltage level.	The list of updated technically feasible substations is available on the website of UPPTCL and UPNEDA .
22	Orange Renewables	1.1.4	For the convenience of the prospective bidders list of substations with available bays is available at UPNEDA website www.upneda.org.in and on UPPTCL site at www.upptcl.org.in	Request UPNEDA to confirm that bidders are allowed to select substations outside of the list declared by UPNEDA/UPPTCL	As per the RFP Connectivity is to be finalised within 12 months of signing of PPA. List of substations with evacuation capacity is uploaded for facilitation of bidders only.
23	Azure	RFP Clause No. 2.7, Page no. 17	List of Substations	Kindly provide the list of technically feasible substations in the state of Uttar Pradesh along with the available Transformer Capacities, respective no. of Bays available (or to be constructed) and evacuation voltage level.	The list of technically feasible substations is available on the website of UPPTCL and also UPNEDA
24	Jakson	1.1.4, Page No.	List of Substations	Kindly provide the updated list of technically feasible substations in the state of Uttar Pradesh along with the available Transformer Capacities, respective no. of Bays available (or to be constructed) and evacuation voltage level (after removing substations identified by the winners of earlier tendered 500 MW Solar PV Project).	The list of updated technically feasible substations is available on the website of UPPTCL.
25	Adani	2.16.2, Page No. 27	Incorporation of a Project Company	1. We believe, Successful bidders have an option to select single as well as multiple SPVs to execute multiple PPAs as applicable, Please advice. 2. Can we use any existing Company formed under Affiliates / Ultimate Parent as a Project Company / SPV? 3. Is it compulsory to incorporate SPV under 100% Subsidiary of successful Bidding Company only post issuance of LoI?	Yes as per provisions in RFP Clause 2.1. "Incorporation of a Project Company"
26	EDEN RENEWABLE INDIA	2.10.1.7	2.10.1.7. If the Bidding Company or a Member of a Bidding Consortium relied on the financial capability of its Parent/Affiliates, such Bidding Company or Member have to submit a Board resolution as per Format 4.5, from its Parent / Affiliate, as the case may be, that the obligation of the Bidding Company or the Member of the Consortium to submit a Performance Bank Guarantee, if selected, shall be deemed to be their obligations as well and in the event of any default whatsoever by the Successful Bidder in submitting the Performance Bank Guarantee, the same shall be submitted by such Parent / Affiliate, as the case may be	Considering the time involved in Board meeting and obtaining English translation, we request to accept the letter from CEO of Affiliate confirming the that the obligation of the Bidding Company or the Member of the Consortium to submit a Performance Bank Guarantee, if selected, shall be deemed to be their obligations as well and in the event of any default whatsoever by the Successful Bidder in submitting the Performance Bank Guarantee, the same shall be submitted by such Parent / Affiliate. We shall submit the Board Resolution before signing of PPA.	Amendment being issued
27	Adani	Annexure-XIV, Page No. 5	Proof of Location identified 100%.	This clause should be removed as this is not required at the time of bidding. In fact such conditions are not recommended by MoP in the standard bidding guidelines issued by them for Solar Projects.	If the bidder does not have proof of 100% location identified at time of bidding then an undertaking can be provided by the bidder that the proof shall be provided within 12 months of signing of PPA.
28	Azure	Article 3.1.c, Pg- 110	Extension for the attainment of Financial closure may be considered by UPNEDA, on the sole request of SPP, on the payment of penalty	Like FC, bidders should be given flexibility to get extension on change in locations or for land by paying the extension fees.	Conditions as per the RFP and PPA shall prevail.
29	Orange Renewables	2.7.7.9	If the planning unit of STU/Discom proposes to LILO at any center on the transmission line constructed by the SPD than in that case any objection from the SPD towards the same shall not be acceptable.	Clause should be modified to "If the planning unit of STU/Discom proposes to LILO at any center on the transmission line constructed by the SPD than in that case any objection from the SPD towards the same shall not be acceptable, as long as it does not materially affect's the Project's generation	Conditions as per the RFP and PPA shall prevail.
30	Adani	2.27, Page No. 37	Financial Closure	Please clarify: Financial Closure can be achieved through internal resources (Parent / Affiliates of bidding company)?	Provisions as per clause no. 2.27.1 shall apply.

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31	Orange Renewables	2.27.5 and 2.27.6, Page No 38 Financial Closure	In case the STU is not in a position to provide connectivity to the proposed solar plant at desired substation then the power purchase agreement shall be treated as infructuous without any financial liability on either party.	Clause should be modified to "In case the STU is not in a position to provide connectivity to the proposed solar plant at desired substation, SPD shall be allowed to provide an alternative substation, up to date of completion of grid connectivity"	Conditions as per the RFP and PPA shall prevail.
32	Azure	RFP Part B, Page no. 86	PART B (Financial Bid)-Project Capacity MW Considering Capacity Utilization Factor %	Financial bid format should comprise of total bid cap and not dependent on no. of locations.CUF should be removed on the price bid format.CUF should be there only at the time of signing of PPA like other tenders.	As stipulated in the RFP document
33	Azure	RFP Part B, Page no. 86	PART B (Financial Bid)-	Kindly allow us to quote different tariff for multiple locations with different capacity in MW.	Conditions as per the RFP and PPA shall prevail.
34	Adani	4.6, Page No. 115	Right to Contracted Capacity & Energy: Annual CUF -----% for the Project declared by the SPP at the time of submission of response to RFP,and modified to ----- ---% CUF at the time of signing of PPA , shall remain unchanged for the entire term of the PPA.....	Request you to remove "Annual CUF...% Declared at the time of bid submission", it has no relevance or impact on signing of PPA. & Please allow developers to revise CUF till 1 year from commissioning. Such requirement is not in line with standard bidding guidelines issued by MoP for Solar Projects.	Conditions as per the RFP and PPA shall prevail.
35	Adani	7.1, Page No. 120	Meters	We understand that metering location for billing purpose will be inside the solar power plant (pooling switchgear/switchyard). Please clarify.	As per clause 2.7.6 of RFP The Interconnection /Metering Point shall be located at the Appropriate voltage of substation of Transco / Discom, and generating company shall bear the cost for construction of interconnection / metering facilities upto the point of connectivity
36	Azure	7.1.1, Pg-120	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	We would request you to confirm metring location at which JMR shall be raised.	As per clause 2.7.6 of RFP The Interconnection /Metering Point shall be located at the Appropriate voltage of substation of Transco / Discom, and generating company shall bear the cost for construction of interconnection / metering facilities upto the point of connectivity
37	Azure	4.6.1, Pg-115	Annual CUF -----% for the Project declared by the SPP at the time of submission of response to RFP,and modified to ----- % CUF at the time of signing of PPA , shall remain unchanged for the entire term of the PPA.	Annual CUF -----% for the Project declared by the SPP at the time of submission of response to RFP,and modified to -----% CUF at the time of signing of PPA , shall be allowed to be revised once within 1 year of commissioning.This is in line with SECI tenders	Conditions as per the RFP and PPA shall prevail.
38	Azure	Clause 4.6.2, Pg-115	In case the availability is more than 10% of the declared annual CUF, Solar Power Generator will be free to sell it to any other entity provided first right of refusal will vest with the Procurer(s). 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 availability is more than 10% of the declared annual CUF, Solar Power Generator will be free to sell it to any other entity provided first right of refusal will vest with the Procurer(s). In case the Procurer purchases the excess generation, it will do so at the PPA tariff	Conditions as per the RFP and PPA shall prevail.
39	NTPC	2.20.3	In case, UPNEDA offers Successful Bidder to execute the PPA with either of Procurer (500 MW +50 MW) and if the Selected Bidder refuses to execute the PPA or is unable to execute the PPA within the stipulated time period, UPNEDA will encash the Bank Guarantees towards EMD	Document does not clarify that who among the successful bidders need to sign PPA with Noida Power Corporation (Successful bidders with the lowest tariffs or with highest tariffs or any other). Moreover, lack of Payment Security vis-a-vis that with UPPCL is a point of concern, and thus needs clarification from UPNEDA on this aspect.	The Ranking of the bidders will start from the bidder quoting the lowest Tariff after the reverse auction. Bidders with ranking till the fulfillment of 500 MW capacity will sign PPA with UPPCL whereas thereafter bidder for 50 MW capacity will sign PPA with NPCL. In case requisitioned capacity by the bidder is available partially from the 500MW capacity and partially from 50 MW then the successful bidder will sign PPA both with UPPCL and NPCL .Payment Security fund will be created in UPPCL by UPNEDA
40	Azure	RFP Part B, Page no. 86	Part - B - Financial Bid	Kindly allow us to quote different tariff for multiple locations with different capacity in MW.	Conditions as per the RFP and PPA shall prevail.
41	Azure	2.27.2, Pg-37	Within twelve months from the date of signing of the PPA, the project developer has to provide evidence that the requisite technical criteria have been fulfilled and required land for project development @ 1.5 Hectares/MW is under clear possession of the project developer.	Would request to allow 2 Hectare/MW land possession	Conditions as per the RFP and PPA shall prevail.

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42	AVAADA	Clause 2.28.3	Part Commissioning: – In case of Solar PV Projects, Part commissioning of the Project shall be accepted by UPNEDA / Procurer(s) subject to the condition that the minimum capacity for acceptance of part commissioning shall be 5 MW, without prejudice to the imposition of penalty, in terms of PPA on the part which is not commissioned. 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 years from the SCD.	Kindly clarify Subsequent Part Commissionings. We proposed the following changes:- In case of Solar PV Projects, Part commissioning of the Project shall be accepted by UPNEDA / Procurer(s) subject to the condition that the minimum capacity for acceptance of part commissioning shall be 5 MW and can achieve further Part Commissioning in minimum steps of 5 MW till full Commissioning of the Project is achieved, without prejudice to the imposition of penalty, in terms of PPA on the part which is not commissioned. 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 years from the SCD.	Conditions as per the RFP and PPA shall prevail.
43	Azure	Format-4.1 and Format-4.4C	Cover Letter and Undertaking Format	Location should be removed from the cover letter formats and also from the undertaking formats and these formats should be amended. Location and the technology information should not be added at the time of PPA signing. This should be added at the time of FC. Hence Schedule 1-4 of PPA should be added after FC.	Conditions as per the RFP and PPA shall prevail.
44	Azure	Clause 3.1.5, Pg-47	In case the Requisitioned Capacity has not been achieved and the offered capacity of the Bidder with the lowest Fixed Tariff after reverse auction amongst the remaining Financial Bids is larger than the balance Requisitioned Capacity, any fraction or combination of fractions offered by such Bidder shall be considered for selection, towards meeting the Requisitioned Capacity.	In case the partial capacity offered to the last Bidder after completion of the e-RA is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity, and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders.	Conditions as per the RFP and PPA shall prevail.
45	Azure	Clause 5.1.7, Pg-118	The SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In cases of early part-commissioning, till the SCD, the procurer may purchase the generation @ 75% (seventy-five per cent) of the PPA tariff	1.The SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In cases of early part-commissioning, till the SCD, the procurer may purchase the generation at the PPA tariff	Conditions as per the RFP and PPA shall prevail.
46	Azure	Clause 2.10.1.A	"net worth" as per section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation Paid up Share capital will include; i) Paid up equity Share Capital ii) Fully, compulsorily and mandatory convertible preference Shares and iii) Fully, compulsorily and mandatory convertible Debentures	Share premium should be added in the definition of Net Worth for non listed companies	Conditions as per the RFP and PPA shall prevail.
47	Azure	10.4.9, pg-125	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	Please confirm how payment security fund shall be utilised by the solar developers. What will be the procedure? Like REWA tender, there should be a state guarantee to compensate for the relatively poor discom rating	Payment security fund will be created at the UPPCL level to be used after LC. Conditions as per the RFP and PPA shall prevail.
48	Azure	Article 16.1, Pg-142	Provided that, [Procurer] shall permit assignment of any of SPPs rights and obligations under this Agreement in favour of the lenders to the SPPs, if required under the Financing Agreements	Please confirm the assignment clause that if the SPD wants to assign the rights to the lenders, then it would require to take permission from UPNEDA on the same.	As per PPA permission from UPPCL will be sought.
49	Azure	Article 1: Definitions, Pg-101	1: Shall be the calendar month ending with the Metering Date. The first Billing Period shall commence from the Commercial Operation Date and end with the Metering Date corresponding to the month in which the Commercial Operation Date occurs.	Please confirm that Billing is being done on net exported power	Billing is being done on the injected energy measured at the injection point at substation of STU.
50	Azure	2.9, Pg-19	More than one Bid can be submitted by the Bidder for development of Solar Projects	Since a bidder is allowed to submit multiple bids and tariffs, please remove the requirement of Reverse Auction process for project allocation (as was the case when the tender was first released by UPNEDA). If however this is not possible, the bidder should only have to submit one bid for its entire bid capacity (irrespective of the no. of locations it is to be split over), since it may not be possible for one bidder to run multiple Reverse Auctions (for multiple bids/ projects) at the same time - as the online auction portal (TCIL) does not allow us to open more than one window at any given time, on a single computer.	Conditions as per the RFP and PPA shall prevail.

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51	Azure	4.3.2, Pg-113	This transmission line shall be constructed by the SPD. The entire cost of transmission including cost of construction of line, wheeling charges, and losses etc. as per applicable Regulations of the commission will be borne by the Project Developer and will not be met by the STU/Discom	Please confirm that NO Open Access Charges, Wheeling charges and losses will be payable by solar developer in Bundelkhand and Poorvanchal region where the cost of transmission line is to be reimbursed and operations and maintenance of the same shall be the responsibility of the STU/ Discom.	yes as per clause 2.7.2 The cost of the transmission line up to the "feed in substation" viz the point of interconnection where the metering is done shall be borne by the Solar Project Developer. This transmission line shall be constructed by the Project Developer. The entire cost of transmission including cost of construction of line, wheeling charges, and losses etc. as per applicable Regulations of the commission will be borne by the Project Developer and will not be met by the STU/Discom.
52	Jakson	10.6.2, Disputed Bill, page 127 & 13.2.1 (i), Procurers event of default	If the Procurers disputes the amount payable under a Monthly Bill it shall pay 95% of the disputed amount... & Procurers fails to pay (with respect to a Monthly Bill or a Supplementary Bill) an amount exceeding fifteen (15%) of the undisputed part	Both the clauses are contradictory to each other. In the later clause 15% shall be replaced by 95% as the former clause confirms that in event of disputed bill 95% amount shall be paid.	minimum 15 % of undisputed bill (95%) is to be paid therefore no contradiction conditions as per PPA will prevail
53	Adani		Commission Approval on RFP & PPA	Electricity Regulatory Commission (UPERC)? (Actual Project Timeline starts from the approval of UPERC only, because it is having major impact on Financial Closure of the project)	Yes have been approved
54	NTPC	Section-4 (Formats for Bid Submission)	In all formats of Section-4 for RFP Capacity mentioned as 500 MW.	In all formats of Section-4 for RFP Capacity as 500 MW while in other section of the RFP capacity mention as 550MW, Please clarify.	Please read 550 MW wherever 500 MW has been indicated due to typo error
55	AVAADA	4.1 & Format 4.4(A)	Covering Letter:2. (b) The quantum of capacity offered in our Bid is MW (insert total capacity offered) which is equal to or greater than the Minimum Bid Capacity. The Solar PV Project is going to be located at (insert location of project) Qualification Requirement - Financial: We submit our Bid for the total capacity of MW [insert total offered capacity in MW;] and the location of the project is [insert location of project] for which we submit details of our Qualification Requirements.	We propose the following change; 2. (b) The quantum of cumulative capacity offered in our Bid is MW (insert total capacity offered which is equal to or greater than the Minimum Bid Capacity. The Solar PV Project is going to be located at the following location/(s) S No. Location Grid Substation Capacity MW MW Cumulative CapacityMW	Conditions as per the RFP and PPA shall prevail.
56	ADAANI		Kindly remove Performance Bank Guarantee (PBG)'s additional claim period of six (6) months which is beyond PBG Expiry date i.e. 8 Months from SCD as the case applicable.	Kindly remove Performance Bank Guarantee (PBG)'s additional claim period of six (6) months which is beyond PBG Expiry date i.e. 8 Months from SCD as the case applicable.	Ammendement being issued
57	Orange Renewables	2.19.1	The Performance Guarantee shall be initially valid for a period of eight (8) months after the Scheduled Delivery Date and thereafter shall be dealt with in accordance with the provisions of the PPA.	Kindly reduce the validity of the PBG to 28/31 months to bring it in line with commissioning time period	Ammendement being issued
58	Orange Renewables		Kindly include a clause allowing repowering of the project, as communicated verbally during the Pre Bid Meeting, as long as CUF conditions are met		No inclusion in conditions in RFP document
59	Jakson	2.19.1	Validity of Performance Bank Guarantee shall be 35 months	The project SCOD is 21 months and keeping it for 14 extra months will not serve any purpose. We request PBG validity to be revised to 27 months (6 months + SCOD). In case SCOD gets delayed, then PBG shall be extended by equal time.	Ammendement being issued

Kindly note that the e-tender has been removed from domestic category and uploaded under global category on www.tcil-india-electronicstender.com site