

Response to clarifications/Queries

RFP No: 01/UPNEDA-Solar Park/RfP/2018 dated 16.11.2018

S. No	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
1	M/s AVAADA	1.4 d	As soon as first project in park gets commissioned, transmission charges will start getting paid from corpus of fund created by the SPPD, out of the collection from the solar project developers, for the entire capacity of line. If the line gets ready as per schedule and no project is commissioned, SPPD will have to pay charges as per applicable rules.	While Solar Park Developer will apply for connectivity for the Park with STU/CTU and will seek Open Access on behalf of the project Developers, the Open Access charges for the park as whole if any to be paid shall be additionally collected from the Project Developers. The Open access charges shall not be the part of solar park bid.	No amendment proposed .Solar Power Park developer amu build it in its charges .
				Who will procure power from the park (UPPCL or Third Party and at what proportion). The information on procurement of power from the parks as well as the timeline by which the procurement shall start in necessary to plan the budget for Open Access charges (which SPPD has to bear in upfront)	From the projects set up inside the Solar Park UPPCL will procure Power.
					Also confirm if UPPCL procure power from the parks, there are no open access charges applicable.
2		section -2 clause 2.1	Bidding process will be based on quoted total charge by the bidder to be charged from Solar Project Developer as development charges per megawatt of identified land and Operation & Maintenance charges per megawatt. as per Guidelines for implementation of Scheme for "Development of Solar Parks and Ultra Mega Solar Power Project" and modifications thereafter issued by Ministry of New and Renewable Energy (MNRE)	The selection of the bidder is solely based on arithmetic summation of One-Time Cost and Annual O&M Cost per MW to be charged from the Project Developers in the park. Kindly clarify if the Annual O&M charges for the park as quoted shall remain same throughout 25 years of operation or developer can quote 1st year O&M charges with an escalation factor If the charges quoted are fixed. There has to be some pass-through mechanism for circumstances which can be reasonably beyond control of Developers – such as change in taxes, duties, regulations which has direct/indirect impact on setting up of the Solar ParksThe fees and charges of various Govt. Authorities, such as charges for supply of water, electricity, Open Access – Connectivity Charges, Charges for setting up metering system for the projects and meter reading charges, interconnection at terminal substation etc., changes in Annual lease rent in case of lease land etc. are entirely variable components and are subject to change. We suggest such variable charges and fees shall not be part of bid / selection parameter.	Selection of SPPD will be based on lowest NPV therefore for 25 years development charges and O& M charges for 25 years..
		section -2 clause 2.4	After completion of evaluation process a Letter of Intent (LoI) will be issued to the successful bidder to sign an agreement with UPNEDA for duration of 25 years.	Apart from issuance of LOI, if UPNEDA will sign any implementation agreement with the selected developers separately. If yes, please issue the draft of the agreement for review of Developers	Agreement will be signed between upneda and Selected SPPD based on the terms and conditions mentioned in the RfP .Draft agreement will be shared with the successful SPPD
3		section -2 clause2.19	The aggregate equity shareholding of the Selected Bidder in the issued and paid up equity share capital of the Seller shall not be less than Fifty One percent (51%) from Effective Date up to a period of one (1) year after commissioning of the project	A lot of places 'Seller' in mentioned in place of 'Bidder'. Kindly clarify there shall be no restrictions such as 'Conflict of Interest' and the Bidder who is developing the Solar Park shall also be eligible to set up solar projects inside his solar park and sell power to Utility/Third Party as the case may be.	It is typo error being corrected .SPPD will not be allowed to set up the solar projects inside the solar park .
4		section -2 clause 2.20.3	In case of delay in achieving above condition, as may be applicable, UPNEDA shall encash Bank Guarantees and shall remove the project from the list of the selected projects	May kindly include an extension clause in case the Park Developer is unable to achieve FC Conditions for some reason beyond his control	As stipulated in RfP document
		section 3clause 3.2.7	Identify the sources of the funds and advise on availability of grants from any scheme / Government of India or any other organization for the Project.	As per MNRE Solar Park Guidelines, CFA @ Rs. 25 Lakhs/MW would be released by MNRE to SECI (Implementing Agency for Solar Park Scheme) for preparation of DPR. If the CFA is applicable for these parks as well?	CFA of Rs 25 lakhs for preparation of DPR if provided by MNRE through SECI will be available to SPPD.

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			Release of eligible Central Government Financial Assistance available for the development of solar park shall be purely based on fulfilling conditions specified by MNRE.	As per MNRE Solar Park Guidelines CFA @ Rs. 20 Lakhs/MW or 30% of the park cost, whichever lower shall be provided to Park Developer – 12 Lakhs per MW or 30% of the park cost, whichever lower shall be provided for development of Park and 12 Lakhs per MW or 30% of the park cost, whichever lower shall be provided for external transmission system. Whereas UP Solar Park Policy as notified on 11.10.2018 only provide CFA @ 12 lakh/MW to park developer and 8 lakhs/MW to UPTCL.	CFA mentioned in UP Solar Policy @ 12 lakh/MW to park developer and 8 lakhs/MW to UPPTCL.is actually CFA available from MNRE.
			UPNEDA in no way shall be held responsible under any circumstances or for reasons thereon for any delay or shortfall in release of subsidy by MNRE to the SPPD through UPNEDA.	Please clarify scope and obligations of UPTCL in development of Solar Parks. Whether UPTCL would undertake the entire scope of remote end / substation end works along with transmission line from the park to the UPTCL substation without any cost from the Park Developer.	Solar Power Park developer has to bear the cost of transmission line construction from park to UPPTCL Substation .Beyond substation grid strengthening cost will be borne y the UPPTCL
	M/s Hindustan Power Ltd			As requested, UPNEDA to furnish list of 220/400KV sub -station (GSS) where Solar park connectivity will be feasible and assured	Uploaded on UPNEDA site
			Could we split 200 MW solar park at nearby multiple locations (probably 3-4 land parcels) as availability of contiguous land is difficult at one place?	Yes in minimum 50 MW park	
			Technical specifications of the park i.e. roads, fencing, drainage, pooling sub- station etc. are not defined in RFP. Kindly furnish the same.	As stipulated in RFP document	
			What will be the minimum SPD size.	Minimum 5 MW	
			. As per RFP document, Internal transmission lines from various solar power plant to Solar park pooling substation are in scope of SPPD. As discussed and requested in the meeting, these internal transmission lines should actually be in scope of respective SPD's. However, necessary corridor for providing overhead/underground power evacuation will be in scope of SPPD. Pl. confirm.	Ammended in the RFP document.	
			we are considering development of 200MW solar park and inside this park, we will develop 4 Nos solar plot each of 50MW capacity to economize the overall development cost. Please confirm / comment.	Depending on the land parcel cut out SPPD may fix the project size.	
			Street lighting along the fencing and internal roads are required or not as it is not mentioned in RFP document.	yes required mentioned in the RFP document.	
			. we are of the understanding that incurred development cost / MW will be reimbursed by UPNEDA to us only when the solar park will be populated by SPD's and UPNEDA will get development charges from SPD's. Therefore, development cost quoted by us under present time may not be viable, if SPD selection will get delayed by UPNEDA. Hence, we request you to confirm us the timelines for selection of SPD's for these Solar park from its date of award.	UPNEDA will not reimburse the charges SPPD has to charge the quoted charges from the SPD CFA if available from MNRE will be made availbale to SPPD through UPNEDA	
			9. Also, kindly confirm the metering point locations (for SPD's who will be allotted inside solar park) which should be provided by successful SPPD?		
			. Clause 1: Under Government of U.P Solar Energy Policy-2017, Government of U.P. will provide the following incentives:a) Support for strengthening of Grid network.b) Uttar Pradesh Power Corporation / Electricity Distribution Company to offer purchase of 100% power generated from solar parkc) Full sale to third party allowedOur comment: UPNEDA to arrange confirmation of UPPCL that they shall purchase 100% power generated from Solar park.	Solar Power Projects will be set up inside the solar park to sell 100 % power to Solar Park	
		Clause 2.4: Kindly share the draft agreement which is to be signed with you / UPNEDA for duration of 25 years	Agreement will be signed between upneda and Selected SPPD based on the terms and conditions mentioned in the RfP .Draft agreement will be shared with the successful SPPD		

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				12. Clause 2.8.3.2 (i): Kindly allow 12 months from date of issuance of LOI to provide the land documents/lease agreements to establish possession of land considering cumbersome process for acquisition of land. The identified land should also be allowed to change within 12 months from LOI issuance.	As stipulated in RfP document
				13. Clause 2.16 (E): Pls clarify that the quoted total charges per MW shall be same for 25 years. If not, kindly illustrate the methodology for selection of successful bidder.	Selection of the SPPD will be on the basis of Lowest NPV of development charges/MW and O&M charges per MW for 25 years to be charged by the SPD from SPD .Selection of the bidder will be based on bucket filling mechanism
				14. Clause 2.20: Financial Closure: It is requested to change it to "The Project shall achieve Financial Closure within six months (180 days) from the date of signing of agreement with UPNEDA".	
				15. Clause 3.2 (7): UPNEDA shall assist / facilitate in release of CFA from MNRE through UPNEDA.	
				16. Clause 3.5: Kindly consider the zero date as signing of agreement with UPNEDA. The financial closure will be difficult to achieve on basis of LOI. The lenders generally ask for the agreement.	Ammended in the RfP document.Financial closure to be achieved in 12 months from issuance ofLOI
	M/s Azure Power Ltd	Pg - 33 (E)	The Financial offer of the Bidder shall be submitted only through E-Procurement Website. on the appropriate financial bid Part-B clearly indicating Total charges per MW in Rs (Development charges per MW and O&M Charges per MW)	Please clarify whether escalation of O&M Charges needs to mentioned in the Financial Offer. Also, in this case, how will evaluation of bids be done? If a flat rate of O&M Charges needs to be provided, please specify the Discount rate which needs to be taken.	Selection of the SPPD will be on the basis of Lowest NPV of development charges/MW and O&M charges per MW for 25 years to be charged by the SPD from SPD .Selection of the bidder will be based on bucket filling mechanism
		Pg - 28, 2.14	Within thirty (30) days of issue of Letter of Intent, the Successful Bidder(s) either on his/their own behalf or on behalf of the project company , shall provide to UPNEDA the Performance Guarantee in the format provided in the Format 5.8, for an amount of Rs 10.0 Lakh (Ten lakhs) per MW of the Contracted Capacity, which shall be provided to UPNEDA for the amount calculated pro-rata (and rounded off to the nearest one lakh with the principle that amounts below Rs. 50,000/- shall be rounded down and amounts of Rs. 50,000/- and above shall be rounded up).	Please clarify the need for calculation of amount of PBG on pro-rata basis. Please confirm that PBG amount will be only as per Rs. 10 Lakh/MW	As stipulated in RfP document
		Pg - 17, 2.4	After completion of evaluation process a Letter of Intent (LoI) will be issued to the successful bidder to sign an agreement with UPNEDA for duration of 25 years	Please specify which Agreement is being talked about here.	Agreement will be signed between upneda and Selected SPPD based on the terms and conditions mentioned in the RfP .
		Pg - 12	These guidelines have detailed out the development /implementation procedure of solar parks in private sector in State of Uttar Pradesh with Central financial Assistance available as per the Guidelines for implementation of the Scheme for "Development of Solar Parks and Ultra Mega Solar Park Projects" issued by Ministry of New and Renewable Energy (MNRE) .	Please specify the amount of CFA which will be given to SPPD? What will be the procedure and timelines to obtain the CFA from MNRE, and what will be UPNEDA's scope in facilitating the same? As per the MNRE Scheme Document (Order: 30/26/2014-15/NSM) and its Modifications, please clarify whether the SPPD falls under Mode 4B.	CFA as available from MNRE @ 12 lakh/MW to park developer and 8 lakhs/MW to UPPTCL.As per the milestones mentioned in Solar Park guidelines issued by MNRE. Yes SPPD will fall in 4B .
		Pg - 13, 1.1.2	UPNEDA will support setting up of 200 MW Solar Parks if established in Uttar Pradesh.	Please list the entire scope of UPNEDA and assistance in this project.	As stipulated in RfP document

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		Pg - 13, 1.1.2	Solar Power Projects inside the solar park may be set up for direct sale of power to UPPCL or to third party under open access. UPNEDA will select solar power park developer (SPPD) for setting up of minimum 50 MW capacity Solar Park (total capacity 200 MW).	Please clarify how will the SPD to set-up Solar project be evaluated and selected? Since sale of power can be to a third party developer,	Amended sale of power 100 % to UPPCL .Selection of SPD through bidding proposed to be conducted by UPNEDA.
		Pg - 36, 2.20.1	The Project shall achieve Financial Closure within six months (180 days) from the date of Issuance of LOI.	Please consider increasing the timelines of Financial Closure from 6 months to 12 months	Amended
		Pg - 43, 3.3	The company/Consortium are requested to submit a detailed report on the development of solar park incorporating all the relevant details mentioned in tasks 1 & 2 above.	Kindly specify to whom and by when does the DPR needs to be submitted, as mentioned in the Deliverables.	As per milestones mentioned in MNRE issued Guidelines for Solar Park
				Please share an updated list of sub-stations	Uploaded on UPNEDA site
M/s Amp Solar				Please provide time line and clear mechanism how the project will be allocated in the solar park after the development of the Solar Park. Developer has to complete the CP under the RFS with 6 months from the date of award. The RFS also envisage penalties this the transmission infrastructure is ready and project is not commissioned.	SPPD Has to cut out parcels and as decided by the SPPD for minimum size and maximum size of project bidding for selection of SPD will be carried out by UPNEDA as from the proposed solar parks 100 % power will be sold to UPPCL
				RFS should have the timeline for the award of the connectivity, the land development can only be commenced only after connectivity.	As stipulated in RFP document
				Please clarify that the SPPD will allowed to develop the project in its own developed solar park.	No amendment proposed .
				RFS should fix the escalation of YoY O&M cost so that first year O&M cost can be taken as reference.	Amended selection will be based on NPV values of the quoted development chrges and O&M Charges.
				Captive and group captive consumers should also be allowed to put the project in the solar park.	May put up seperate park
				Please clarify that after the development of the solar park will it be SPPD prerogative either to use the park for power sale to UPPCL / Government body through competitive bidding or under open access.	Bid invited is for setting up solar power park with 100 % sale of power to UPPCL
				Please confirm that the solar park will be developed as per the specification of the SPPD.	Yes
				In the event Project in ready in allotted solar park and the transmission infrastructure is not ready then deemed generation to be provided.	Transmission infrastructure is in scope of SPPD only upstream Grid strengthening will be carried out by UPNEDA
				As the UP solar policy and RFS both are steps in the direction to develop solar project in the state. UPNEDA to consider to award the project approval and recommend for connectivity for SPPD who would like to construct their own project in their developed solar park.	As stipulated in RFP document
				RFS should have separate quota for third part open access, it will help to reduce cost of power to DISCOM as the transmission cost of open access park will be borne by SPPD and simultaneous will promote the open access as per state commitment under the solar policy.	As stipulated in RFP document

Amended Tender document being uploaded on <http://e-tender.up.nic.in>