

Queries Raised by 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.	In the light of Notification for Safeguard duty upper ceiling limit is revised to Rs -3.25/kWh
2	NTPC 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 (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.	1) It may be noted that, Govt of India vide Gazette Notification has levied Safeguard Duty on Cells w.e.f 30.07.2018 upto 29.07.2020 on variable percentages. NTPC request to include the provisions of any change in the levy of safeguard, anti-dumping and customs duty applicable in the near future to import of modules explicitly in the Change in Law provisions. It is further requested to specify the procedure to be followed to claim any change in law; which entity/ authority will approve the change in tariff because of a change in law event. 2) NTPC also request UPNEDA to clarify the rates of GST applicable for Development of Solar PV Projects.	1) Clause No. 12.1.1 (v) of Article 12 of the PPA shall apply. UPPCL/UPERC shall be the authorities responsible for approving the change in tariff under the Change in law provisions. 2) Provisions as per the clause no. 2.22.D.iii shall apply.
3	EDEN RENEWABLE JASMIN PRIVATE LIMITED 2.6	2.6. Tariff for Supply of Power 2.6.1. Bidder are required to quote Single fixed tariff for 25 years only in the Price Bid at Part –B at Schedule B. UPNEDA will not entertain different tariff for every year, any bid with different tariff will be considered disqualified. Tariff quoted has to be less than or equal to Rs. 3.10/ kWh.	We request to increase the ceiling to INR 3.50 considering the imposition of Safeguard Duty.	Ceiling tariff limit is amended to Rs 3.25/kWh Tariff quoted will be inclusive of safeguard duty if any as imposed .
4	Azure 2.6.1, Pg-16	Tariff quoted has to be less than or equal to Rs. 3.10/ kWh.	We would request you to either remove the ceiling tariff of Rs.3.10/kWh or increase the ceiling tariff by 50 paise from the market decided price at which we won the UPNEDA 1000 MW bid i.e from Rs. 3.55 to 4.05 per kWh. With the imposition of safeguard duty on PV modules, we estimated that the tariff rate needs to be increased by atleast 50 paise so that the SPDs are placed in the same financial position as it would have been had it not been imposed	With the imposition of Safeguard duty upper ceiling tariff proposed to be revised to Rs ---/Kwh
5	Jakson 2.6.1, Page No. 16	Tariff for supply of solar power having ceiling limit of INR 3.10/kWh	Revision in benchmark tariff due to notification of Safeguard Duty by Ministry of Finance. Benchmark price of INR 3.10 will not be viable tariff after imposition of Safeguard duty. We request you to please revise and increase the bench mark tariff by at least 50 paise.	With the imposition of Safeguard duty upper ceiling tariff proposed to be revised to Rs ---/Kwh
6	Adani	Revised Tender Participation Charges: ● Cost of RFP Documents ● Bid Processing Fees ● Bid Submission Charges on TCIL ● E-RA Participation Charges on TCIL	Exemption in Re-tender Participation: We request UPNEDA to provide exemption in payment of 1. Bid Submission Charges to TCIL, 2. Bid Processing Fee, 3. Cost of RFS document, 4. e-RA participation charges to all developers who had participated in earlier 1000 MW Solar tender and wish to participate with same or lesser bidding capacity in revised 500 MW Solar Tender. We wish to draw your attention to similar case, wherein NTPC has annulled a Solar tender in which if bidders who have already submitted a bid is not required to pay such charges again.	Bid processing fees and cost of RFP document are exempted for Bidders who participated in UPNEDA bid invited for procurement of 1000 MW power RFP No -01/UPNEDA/GRID Connect/RFP/2018 dated 27.4.2018 . Bid Submission Charges and e-RA participation charges are payable to TCIL they are not exempted .
7	EDEN RENEWABLE JASMIN PRIVATE LIMITED RFP Notice	Fee of RFP Document Rs 25000/ +18% GST = Rs 29500 Earnest Money Rs 6.82 lakh /MW Processing fees (Non Refundable) Rs 250000/ +18% GST = Rs 295000	EDEN Renewable Jasmin had submitted response for 50 MW solar power project and was among the successful E-RA bidders in the last Tender, which was subsequently annulled. We hereby request waiver for Fee for RFP document & Processing Fee in this Tender for those bidders, who have submitted bid in earlier Tender. We also request to accept the same Earnest Money Deposit Bank Guarantee, which was submitted earlier with amendment in Tender reference number, validity and amount only (Amendment shall be issued by Bank separately as per process).	Bid processing fees and cost of RFP document are exempted for Bidders who participated in UPNEDA bid invited for procurement of 1000 MW power RFP No -01/UPNEDA/GRID Connect/RFP/2018 dated 27.4.2018 . Earnest Money Deposit Bank Guarantee is acceptable provided its validity is as required and mentioned in the RFP document.
	ReNew Power	2.8.1 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.250000/ + 18% GST= Rs. 295000/- (Rupees two Lakh ninety five thousand only)	It is suggested that this processing fee should be waived for all Bidders who earlier participated in 1000 MW Bid	Bid processing fees and cost of RFP document are exempted for Bidders who participated in UPNEDA bid invited for procurement of 1000 MW power RFP No -01/UPNEDA/GRID Connect/RFP/2018 dated 27.4.2018 .
8	Orange Renewables 2.6.1 of RFS Page No. 16)	Tariff for supply of solar power having ceiling limit of INR 3.10/kWh	We Request yo to remove Benchmark Tariff	Benchmark tariff not to be removed but revised.

	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
9	Azure	RFP Clause No. 2.18, Page no. 27	Earnest Money Deposit (EMD)	If we are submitting Bid for different locations, do we have to provide different EMDs per MW for the Proposed Locations or consolidated/single EMD to be submitted?	Yes, separate EMDs per MW has to be submitted with each bid as per the quoted capacity in the concerned bid
10	Adani	1.1.2, Page No. 14	UPNEDA on behalf of UPPLCL 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 participation for Minimum 50 MW capacity. This shall eliminates major risk on development side of solar project. Post commissioning, overall	Conditions as per the RFP and PPA shall prevail.
11	NTPC	Clause No. 2.3. Capacity of each Project	The capacity of each Solar Power Projects shall be minimum 5 MW. Any Bidder can apply for minimum 5 MW and the maximum capacity for the project shall be 500 MW. The capacity of Solar PV Power Plant applied shall be in multiples of 5 MW. The said MW capacity should mean the AC capacity rating at the delivery point i.e. at the grid sub-station where the Project would be connected to, and accordingly the bidder can choose the DC rating of his solar field to meet the AC rating at the delivery point.	Whether Solar Power projects having minimum 5 MW capacity located at different location within UP and connected with different grid sub-station can be considered as a single project. Please clarify.	Separate bids will have to be submitted for each project as the capacity quoted in a single bid shall be located at a single location. Provisions as per clause no. 2.9 (a) shall prevail.
12	Azure	RFP Clause No. 1.1.2, Page no. 14	UPNEDA on behalf of UPPLCL will select solar power producer for setting up of minimum 5 MW capacity Solar PV Power Plants (total capacity 500 MW).	This clause can be amended as "UPNEDA on behalf of UPPLCL will select solar power producer for setting up of minimum 50 MW capacity Solar PV Power Plants (total capacity 500 MW)." This shall eliminates major risk on development side of solar project. Overall administrative and O&M cost during entire tenure of PPA (25 years) post commissioning would be substantially reduced.	Conditions as per the RFP and PPA shall prevail.
13	Maheswari	2.9 No. of response to RFP by a company (Page 19)	More than 1 bid can be submitted by the bidder for development of solar projects. A. The plant shall be located at a single location for the capacity applied in single bid.	Multiple bids be allowed to connect at single S/S with in prescribed feasibility capacity	Conditions as per the RFP and PPA shall prevail.
14	Adani	2.10, Page No. 19	Qualification Requirements:	Please Add Technical Qualification Criteria Technical Qualification Criteria: In order to ensure implementation of 500 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.
15	Azure	RFP Clause No. 2.10, Page no. 19	Qualification Requirements:	Please Add Technical Qualification Criteria: In order to ensure implementation of 500 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. This will help to eliminate non serious bidders and may help to evaluate the core experience of bidder based on actual solar plant commissioned by SPD.	Conditions as per the RFP and PPA shall prevail.
16	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.
17	Azure			While Pooling of different projects is allowed as per UP's Solar Policy, the same is not explicitly mentioned in the tender. We request you to please get that added to the RFP as well.	Conditions as per the RFP and PPA shall prevail.
18	Jakson	2.3, Page No.	Capacity of each Project	Kindly allow Pooling of different projects.	Conditions as per the RFP and PPA shall prevail.
19	Orange Renewable	Missi.	Pooling of the Project	Pooling of Multiple Project with Pooling Station	Conditions as per the RFP and PPA shall prevail.
20	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.
21	Adani	2.9, Page No. 19		Successful Bidder shall allowed to split project in multiple of 5 MW to different locations if bidder wish to with No change in CUF and Tariff.	No. Conditions as per the RFP and PPA shall prevail.
22	Orange Renewable	Missi.	Splitting of the Project	We Request you to allow the Splitting of the Project;	Separate bids have to be submitted .Conditions as per the RFP and PPA shall prevail.
23	Jakson	2.9, Page No. 19		Successful Bidder shall allowed to split project in multiple of 5 MW to different locations if bidder wish to with No change in CUF and Tariff.	Separate bids have to be submitted .Conditions as per the RFP and PPA shall prevail.

	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
24	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 BGs/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.
25	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.
26	NTPC	Clause No. 2.27.4 Clause No. 2.27.4	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.	Please clarify that in case STU provides connectivity to the proposed solar project only to a capacity less than solar project's proposed capacity, whether solar project with reduced capacity as per the connectivity provided by STU shall be acceptable to UPNEDA / procurer(s) without any financial liability on either party for balance capacity.	STU does not provides connectivity for partial capacity.
27	NTPC	Clause No. 2.7.2 Grid Connectivity	The responsibility of getting connectivity with the transmission system owned by the Discom/STU will lie with the Project Developer. 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.	Please confirm whether STU shall be responsible for Right of Way while connecting the transmission system upto nearest "feed in substation". Please also clarify whether proposed solar project(s) located in Uttar Pradesh with connectivity from CTU will be allowed for participation based on connectivity from CTU to STU network.	As connection of the transmission system to nearest "feed in substation" is responsibility of the developer same conditions shall apply . Yes as per the notification of Ministry of Power GOI No 23/12/2016-R&R dated 13/2/2018 Intersate transmission charges and losses on transmission of electricity through the interstate transmission system for sale of power by solar projects commissioned till 2022 is zero therefore connectivity from CTU to STU network will be allowed with the undertaking that in future if any Intersate transmission charges and losses are levied by Govt of India same will be borne at the level of Developer.
28	Jakson	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 BGs/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.
29	EDEN RENEWABLE JASMIN PRIVATE LIMITED	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.
30	Azure	2.27.5, Pg-38	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.	In case STU is not able to provide connectivity to solar developer for the proposed location, then the bidder should be first given the option of picking from - i) alternate sub-stations having desired Connectivity available, or ii) permitted to continue with part capacity (depending on availability of Connectivity) if feasible for both UPCL and the developer.	Conditions as per the RFP and PPA shall prevail.
31	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.	In case STU doesn't provide connectivity letter to solar developer for the proposed power plant then appropriate extension should be given to the developer for the fulfillment of Financial Closure and bidder should be given option of alternate s/s. Only if the 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.

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32	Orange Renewables	Grid Connectivity Charges	Please let us know how much charges has to pay by developer to UPTCL for obtaining the grid connectivity.	Please let us know how much charges has to pay by developer to UPTCL for obtaining the grid connectivity.	As mentioned in (Grant of Connectivity to Intra-State Transmission System) Regulations 2010 as amended from time to time
33	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 technically feasible substations is available on the website of UPPTCL.
34	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. It will convenient to identify the land parcels only where the nearby substation feasibility will be there	The list of technically feasible substations is available on the website of UPPTCL.
35	Jakson	1.1.4, 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. It will convenient to identify the land parcels only where the nearby substation feasibility will be there.	The list of technically feasible substations is available on the website of UPPTCL.
36	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
37	Orange Renewables	Parent Company	"Parent Company" "Parent" shall mean a Company, which holds not less 51% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;	"Parent Company" "Parent" shall mean a Company, company which holds not less 51% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;	Conditions as per the RFP and PPA shall prevail.
38	EDEN RENEWABLE JASMIN PRIVATE LIMITED	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.	EDEN Renewable Jasmin is an Affiliate of Total Eren SA, France. We have obtained and submitted Board Resolution for earlier Tender from Total Eren. Considering the time involved in Board meeting and obtaining English translation, we request to accept the copy of earlier Board Resolution itself without any change to fulfill this requirement.	The earlier Board Resolution shall be acceptable in this tender.
39		2.16.2, Page No. 27 Project Company/SPV	In case of the Successful Bidder being Bidding Company and choosing to incorporate a Project Company for supply of power, it shall incorporate the Project Company within thirty (30) days of the issue of the Letter of Intent. In case the Project Company has already been formed by such Bidding Company prior to the submission of the Bid, the Bidding Company shall provide the details of such Project Company in its Bid. The investment in such Project Company incorporated by the Successful Bidder may be from any of the Affiliates and / or Ultimate Parent and shall be subject to the provisions of Clause 2.25 of this RFP	In case of the Successful Bidder being Bidding Company and choosing to incorporate a Project Company for supply of power, it shall incorporate the Project Company within thirty (30) days of the issue of the Letter of Intent. In case the Project Company has already been formed by such Bidding Company prior to the submission of the Bid, the Bidding Company shall provide the details of such Project Company before signing of PPA. The investment in such Project Company incorporated by the Successful Bidder may be from any of the Affiliates and / or Ultimate Parent and shall be subject to the provisions of Clause 2.25 of this RFP	Conditions as per the RFP and PPA shall prevail.
40	Adani	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.	In case STU doesn't provide connectivity letter to solar developer for the proposed power plant then appropriate extension should be given to the developer for the fulfillment of Financial Closure and bidder should be given option of alternate s/s. Only if the 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.
41	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.
42	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.

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43	NTPC	Clause No. 2.7.7	In case of projects being set up in Bundelkhand and Purvanchal region of the state the following shall be applicable:	As per Govt of UP, which districts are specified as Bundelkhand and Purvanchal region.	D istricts falling under the following commissioners Azamgarh,Basti,Mirzapur,Varanasi,Devipatan, Faizabad,Gorakhpur Jhansi,and Chitrakoot
44	Azure	2.7.7, Pg-18	The Solar Project Developer shall be given the subsidy for the transmission line length as mentioned in 2.7.7 (2) as per the "Rate Schedule" issued by the STU/Discom for the construction of per kilometer transmission line during the concerned year or the actual cost of construction, whichever is less	Please confirm the timeline by when the reimbursement of the subsidy for the transmission line shall be made to solar developer as per U.P.Solar policy, for projects to be set up in Budelkhand and Poorvanchal region	After the COD on submission of the complete documents as required by UPPTCL for verification,UPPTCL will verify the expenditure within one month .UPNEDA will reimburse the subsidy amount to developer within one month after receipt of verification from UPPTCL .
45	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.
46	Orange Renewable	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 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.	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.	Provisions as per clause 2.27.4 & 2.27.5 shall apply.
47	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.	Conditions as per the RFP and PPA shall prevail.
48	Adani		Commission Approval on RFP & PPA	Are the bid documents and capacity for procurement approved by Uttar Pradesh 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)	The bid documents and PPA have been approved by the UPERC.
49	Adani	Format 4.11, Page No. 82	General Particulars of Bidder	Please ask for relevant information and request you to remove Sr. No. 8 to 11 and 14 from Format 4.11. Such information is not relevant and same is not even asked in similar Solar Tenders issued by SECI/NTPC/Other States.	Information sought in point 8,9,10 and 14 deleted .
50	Jakson	Format 4.11,	General Particulars of Bidder	Please ask for relevant information and request you to remove Sr. No. 8 to 11 and 14 from Format 4.11. Such information is not relevant and same is not even asked in similar Solar Tenders issued by SECI/NTPC/Other States.	Information sought in point 8,9,10 and 14 deleted .
51	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.
52	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
53	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
54	NTPC	Definitions "Capacity Utilisation Factor"	or "CUF": shall mean -----%availability of the Solar PV Project at the terminal Point of the solar plant on Contract Year basis;	Definition of CUF may please be reviewed	It has been reviewed necessary ammendments proposed

	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
55	Azure	Definitions, Pg. No:9	"Capacity Utilization Factor" or "CUF" means the percentage of power generated and measured at the Metering Point divided by the installed capacity multiplied by the number of hours (8760 Hours) in a calendar year shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2017 as amended from time to time;	As per latest CERC guidelines; the numbers of hours for calculation of RE plant CUF shall be 8766. We would request to confirm same.	Amendment proposed Definition of CUF shall be read as follows: "Capacity Utilization Factor" or "CUF" means the percentage of power generated and measured at the Metering Point divided by the installed capacity multiplied by the number of hours (8766 Hours) in a calendar year shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2017 as amended from time to time;
56	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. The SPDs will get to know the actual CUF after commissioning of the project	Conditions as per the RFP and PPA shall prevail.
57	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 Procure(s). In case the Procure 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 Procure(s). In case the Procure purchases the excess generation, it will do so at the PPA tariff	Conditions as per the RFP and PPA shall prevail.
58	Jakson	Definitions "CUF", page 101	shall mean -----%availability of the Solar PV Project at the terminal Point of the solar plant on Contract Year basis;	We request you to consider the definition in the page 9 of the CUF which is the standard definition of the CUF.	Amendment proposed
59	Jakson	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.
60	NTPC	4.7.2	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).	To whom bidders need to approach for such extension, Discom/ NEDA	UPNEDA is the authorised representative for carrying out the bid process whereas PPA will be signed with the procurer UPPCL. For extension in COD UPPCL has to be approached.
61	NTPC	10.5.6	Provided that in case of sale to third party, the procurer shall pay for the energy so sold to third party but the seller shall pay the full amount received from the third party sale to the procurer.	May pl. re draft as meaning not clear.	It means Procurer will pay for energy sold to third party which otherwise would have been sold to procurer but seller shall deposit the full amount received from sale of that energy to third party with procurer
62	NTPC	12.2. Relief for Change in Law	12.2.1 The aggrieved Party shall be required to approach the State Commission for seeking approval of Change in Law. 12.2.2 The decision of the Appropriate (State) Commission to acknowledge a Change in Law and provide relief for the same shall be final and governing on both the Parties.	What if Central Generating Company governed by CERC wants to participate.	Provisions as per the clause no. 12.2 shall prevail.
63	NTPC	17.3.2 Dispute Resolution through Arbitration	17.3.2.1 If the Dispute arises out of or in connection with any claims not covered in Article 17.3.1, such Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 as under:	Dispute Resolution should be through concerned Regulator	The concerned Regulator shall be the State Electricity Regulator.
64	EDEN RENEWABLE JASMIN PRIVATE LIMITED	10.3.4 PPA- REBATE	10.3.4 Rebate For payment of any Bill within due date, the following Rebate shall be paid by the Seller to the Procurers in the following manner. a) A Rebate of 2% shall be payable to the Procurers for the payments made in full within one month of receipt of the Bill by the Procurer. b) For payment of Bill subsequently but up to the Due Date, a rebate of 1% shall be allowed for the payments made in full. c) No Rebate shall be payable on the Bills raised on account of taxes, duties and cess etc.	As discussed in Pre-Bid meeting, we request to modify the same as per below 10.3.4 Rebate For payment of any Bill within due date, the following Rebate shall be paid by the Seller to the Procurers in the following manner. a) A Rebate of 1% shall be payable to the Procurers for the payments made in full within one month of receipt of the Bill by the Procurer. b) For payment of Bill subsequently no rebate shall be allowed. c) No Rebate shall be payable on the Bills raised on account of taxes, duties and cess etc.	Conditions as per the RFP and PPA shall prevail.
65	Jakson	10.3.4 (a), Rebate, page 124	A Rebate of 2% shall be payable to the Procurers for the payments made in full within one month of receipt of the Bill by the Procurer.	This presently executed project procurer is deducting the rebate but making payment after delay of several months, which is causing financial burden on the developer. So we request the below mentioned changes: A Rebate of 1% shall be payable to the Procurers for the payments made in full within ten (10) days of receipt of the Bill by the Procurer.	Conditions as per the RFP and PPA shall prevail.

Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
66 Orange Renewables	10.3.3 of PPA(Page No. 124) Late Payment Charges	In the event of delay in payment of a Monthly Bill by the Procurers sixty (60) days beyond its due date, a Late Payment Surcharge shall be payable by the Procurers to the Seller at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis. The Late Payment Surcharge shall be claimed by the Seller through the next Monthly Bill.	In the event of delay in payment of a Monthly Bill by the Procurers thirty (30) days beyond its due date, a Late Payment Surcharge shall be payable by the Procurers to the Seller at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis. The Late Payment Surcharge shall be claimed by the Seller through the next Monthly Bill.	Conditions as per the RFP and PPA shall prevail.
67 Orange Renewables	10.3.4 of PPA(Page No. 124) Rebate of PPA	For payment of any Bill within due date, the following Rebate shall be paid by the Seller to the Procurers in the following manner. a) A Rebate of 2% shall be payable to the Procurers for the payments made in full within one month of receipt of the Bill by the Procurer. b) For payment of Bill subsequently but up to the Due Date, a rebate of 1% shall be allowed for the payments made in full. c) No Rebate shall be payable on the Bills raised on account of taxes, duties and cess etc.	For payment of any Bill within due date, the following Rebate shall be paid by the Seller to the Procurers in the following manner. a) A Rebate of 2% shall be payable to the Procurers for the payments made in full within 7 days of receipt of the Bill by the Procurer. b) For payment of Bill subsequently but up to the Due Date, a rebate of 1% shall be allowed for the payments made in full. c) No Rebate shall be payable on the Bills raised on account of taxes, duties and cess etc.	Conditions as per the RFP and PPA shall prevail.
68 EDEN RENEWABLE JASMIN PRIVATE LIMITED	Last Date of Bid submission	Last date of Bid submission is 28 August 2018	We request to extend the last date to 15th September 2018 to let the Bidders assess the actual impact of Safeguard duty and price their bid accordingly.	Being amended
69 Maheswari	Particular of RFP (page no. 5)	Tender submission end date	Bid submission date be extend for minimum two weeks. However financial bid opening can be reduced	Being amended
70 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.
71 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.
72 Azure	2.28.2 & 2.28.3	The Commissioning / Scheduled Delivery Date of Solar PV Power Plant for capacity below 250 MW shall be 21 months and for the capacity of 250MW and above at one location shall be 24 months from the date of signing of PPA. For a Project having a capacity upto 250 MW, the maximum time period allowed for commissioning of the full Project Capacity shall be limited to 27 months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.06.2018, then the above deadline for Project commissioning shall be 07.09.2020). For a Project having a capacity of 250 MW and above, such time period shall be limited to 30 months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.06.2018, then the above deadline shall be 07.12.2020).	Please clarify number of months for scheduled delivery of Solar PV Power Plant for capacity upto 250MW & above.250MW	The scheduled delivery of Solar PV Power Plant for capacity below 250 MW is 21 months and for capacity above 250 MW is 24 months.
73 Azure	2.3.1, Pg. No: 16	The said MW capacity should mean the AC capacity rating at the delivery point	The project capacity is on AC Capacity as mentioned in clause 2.3.1 of RFP. Would request to please confirm that calculation of CUF is based on AC capacity or DC capacity.	CUF calculation will be based upon AC Capacity .
74 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. SPD's are allowed to change the location till FC	Conditions as per the RFP and PPA shall prevail.
75 Azure	Definitions, Pg. No:10	"Injection Point" is the point located at the appropriate voltage of substation of Transco / Discom, the injection point shall also be the Delivery point or the metering point for estimation of energy generation, shall also mean "Point of Connectivity	Please clarify the meaning of appropriate voltage	It will be as per Grant of connectivity 2010 regulation and UP Grid code i.e upto 10 MW it will be at 33KV and greater than 10 MW it will be 132 KV
76 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.
77 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. 2. Please confirm that the DC capacity is higher than the AC capacity.	Conditions as per the RFP and PPA shall prevail.

	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
78	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.
79	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 UPCL level to be used after LC. Conditions as per the RFP and PPA shall prevail.
80	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 UPCL will be sought.
81	Azure	Article 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.
82	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.

	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
83	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.
84	Jakson	2.7.7 (5), page 18	The subsidy shall be reimbursed to the Solar Project Developer by the UP NEDA.....	Please provide/specify a timeline for the disbursement of the subsidy.	After the COD on submission of the complete documents as required by UPPTCL for verification, UPPTCL will verify the expenditure within one month. UPNEDA will reimburse the subsidy amount to developer within one month after receipt of verification from UPPTCL.
85	Jakson	3.3, Performance Bank Guarantee, page 111 & 2.19.1, PBG, page 28	The Performance Bank Guarantee has been submitted by SPP within 15 days of issue of Lol or before the signing of the PPA & Within thirty (30) days of issue of Letter of Intent or before the signing of the PPA whichever is earlier	These both statements are contradictory. Please clarify	Ammended as Clause 3.3.1 of the PPA shall be read as follows: "The Performance Bank Guarantee has been submitted by SPP within 30 days of issue of Lol or before the signing of the PPA whichever is earlier for guaranteeing the commencement and continuity of the supply of power up to the Contract Capacity within the time specified in this Agreement."
86	Jakson	4.1.1 (c), SPP's Obligation, page 113	The commencement of supply of power up to the Contract Capacity to Procurer(s) later than the Scheduled Commissioning Date; and continuance of supply of Power throughout the term of agreement;	The SPP shall install and commission the SPV Plant before COD and not later. So the word "later" shall be replaced by "on or before"	Ammended
87	Orange Renewables	2.7(7), Page No. 18 Incase of Bundhelkhand and Purvanchal Region	The STU/Discom shall own the transmission line constructed by the SPD after the Commercial Operation Date (COD) and operations and maintenance shall be the responsibility of the STU/Discom.	We understand that incase of Bundhelkhand and Purvanchal region 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. Please let us know do we have to pay any O&M Charges to STU/DISCOM for the same?	Provisions as per the clause no. 2.7.5 and 2.7.7 of the RfP and 4.3.5 and 4.3.7 of the PPA shall apply.
88	Orange Renewables	2.7.7(1) Page No. 17 Incase of Bundhelkhand and	The Solar Project Developer is free to construct the transmission line on his own after deposition of the supervision charges with the STU/Discom	Please let us know how much Supervision Charges has to pay by the developer?	As per the scheduled rates of UPPTCL
89	Jakson	10.6, Disputed Bill, page 127 & 17.2.1, Amicable Settlement	15 days for raising dispute on bill, 15 days for procurer to reply & further 15 days for resolving the dispute after Bill disagreement Notice. & In this clause 30 days are given at each step to resolve the issue.	Both clauses are contradictory to each other. Please clarify.	30 days for raising dispute or difference of any nature therefore no contradiction conditions as per PPA will prevail.
90	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 5% 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
91	Orange Renewables	2.7.7(4) Rate Schedule	The Solar Project Developer shall be given the subsidy for the transmission line length as mentioned in 2.7.7 (2) as per the "Rate Schedule" issued by the STU/Discom for the construction of per kilometer transmission line during the concerned year or the actual cost of construction, whichever is less.	Please Share the Rate Schedule issues by STU/DISCOM for the construction of per kilometer transmission line during the concerned year or the actual cost of construction, whichever is less.	As per the scheduled rates of UPPTCL available on UPPTCL website
92	Orange Renewables	2.8.3 Regulator Fee	Successful Bidders will deposit the regulators fees sought by UPNEDA at the time of submission of petition for adoption of Tariff to UPERC.	Please let us know how much regulator charges has to be paid by developer?	It will be as per UPERC Business Regulation available at the website www.uperc.org.in
93	Orange Renewables	RfS & PPA	RfP & PPA	We request you to make PPA inline with RfS as we have find may discrepancies in the both	checked corrigendum regarding ammendments made.

	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
94	Maheswari	Information & Instruction to bidders (Page 41) 2.34 Right to withdraw	This RFP may be withdrawn or cancelled by UPNEDA at time without assigning any reasons thereof.	This clause should be delete from this RFP.	Conditions as per the RFP and PPA shall prevail.
95	Maheswari	2.28.4. EARLY COMMISSIONING (Page No. 39)	In case of early part commissioning, till the SCD,the procurer may purchase the generation @ 75% (seventy-five per cent) of the PPA tariff.	Here the term "may" should be replaced with will.	Conditions as per the RFP and PPA shall prevail.
96	Maheswari	Change in Law Article 12 (Page no. 132)	Any change in the rates of any Taxes, duties and cess which have a direct effect on the Project.	Kindly consider impact of dollar escalation already happened from Rs. 65 to RS.69 in benchmark tariff.	Conditions as per the RFP and PPA shall prevail.
	ReNew Power	Format 4.4 (A)	Note: Along with the above format, in a separate sheet, provide details of computation of Networth duly certified by Statutory Auditor	Request to modify Clause as: "Along with the above format, in a separate sheet, provide details of computation of Networth duly certified by Statutory Auditor/Chartered Accountant"	The clause has been modified as follows: "Along with the above format, in a separate sheet, provide details of computation of Networth duly certified by Statutory Auditor/Chartered Accountant"
	ReNew Power	General	Submission of Hard Copies for multiple bids	According to RFP, multiple Bids can be submitted for multiple locations. This requires multiple hardcopies of common documents to be submitted making the Bid unnecessary bulky. Therefore it is suggested to restrict the common documents to be submitted only once.	Conditions as per the RFP and PPA shall prevail.
			Last Date for Bid submission extended to 11/9/2018 till 6.00 PM	Technical Bids will be opened on 12/9/2018 at 11.30 AM	