

Response of UPNEDA (Bidding agency) on the queries of the prospective bidders regarding Pre-Bid meeting held on 01.04.2024-  
 "REQUEST FOR SELECTION OF SOLAR PROJECT DEVELOPERS (SPDs) FOR SETTING UP 600 MW GRID CONNECTED SOLAR PV POWER PROJECTS IN JHANSI SOLAR PARK, UTTAR PRADESH"  
 RfS No:01 /UPNEDA/Jhansi Solar Park/2024; Dated: 09.03.2024

S. No	Name of bidders	Existing Clause	Proposed Modification/clarification	Justification from Bidder	UPNEDA Response	
I	NTPC Green Energy Ltd.	1. RFS: Clause 2.2 ©, Page No. 51	In this step, evaluation will be carried out for each Project separately based on tariff quoted by Bidders. Tariff has to be less than or equal to INR 2.70/ kWh separately for each project.....	--	Since the radiation in solar park area of Jhansi is comparatively low and also land levelling & grading are kept in the SCOPE of SPD along with high Solar park charges, the project does not seem viable within the capped limit of tariff. Hence it is requested to remove the ceiling tariff of 2.70/Kwh.	Response to this query shall be notified at least 15 days prior to the bid submission due date
		2. RFS: Clause 8.1, Point no. 4 @, Page No. 122	Jhansi Solar Park Success fee Charges are 0.85% of PPP Transaction Value	--	PPP Transaction Value may be clarified and Solar park Success fee Charges may be detailed in quantum for cost consideration during tariff calculation.	PPP Transaction Value and Final Solar Park charges will be notified atleast 15 days prior to bid submission due date.
		3. RFS: DOCUMENT PROCESSING FEE @ Page No. 4	Rs. 5 Lakh + 18% GST for each Project >= 50 MW up to 90 MW Rs. 15 Lakh + 18% GST for each project of 100 MW and above capacity to be submitted either through NEFT/RTGS transfer in the account of UPNEDA.....	--	For more clarity, the term "Each Project" may be deleted.	An addendum shall be issued in this regard.
		4. RFS: Clause 6 ©, Page No. 120	Allotment of Plot in Solar Park	--	Information about total No. of plots with each size that has to be chosen by bidder for quoted capacity are not given anywhere in tender document. May please clarify the same. And also what will be the criteria to allocate the land parcels of 50 MW block size to bidder? Clarification may also be given for the same.	An addendum shall be issued in this regard .
		5. RFS: Clause 13 (i), @ Page No. 30	The SPDs/SPGs shall achieve Financial Closure within 09 (Nine) months from the Effective Date of the Power Purchase Agreement (PPA).	May be modified as, The SPDs/SPGs shall achieve Financial Closure by the date as on 6 months prior to the SCSD/ extended SCSD.	The clause may be modified in line with recent TBCB solar tenders floated by SECI for providing more flexibility to bidders.	Response to this query shall be notified at least 15 days prior to the bid submission due date
		6. RFS: Clause 6, @ Page No. 58	DRAINAGE SYSTEM & SITE LEVELLING, GRADING Keeping in view of the topography and flood levels of the area necessary cutting, filling & leveling work shall be taken up by SPD to have different benches suitable to respective project (Plot) requirement as well as compatible with the Road network.	--	The activity of Land development is kept in the scope of SPD as per tender documents. It is requested to change the scope to SPPD to provide more uniformity to all bidders for costing during tariff calculations.	RFS conditions shall prevail.
		7. RFS: Section I Clause 25	<b>Inter-Connection Point/ Delivery/ Metering Point shall mean the point at the Grid Substation</b> at which the Project, through the Internal Power Evacuation Infrastructure, shall be connected and the energy supplied to UPPCL shall be measured. ..... <b>All expenses including wheeling charges and losses between the Project (including the Internal Power Evacuation Infrastructure) and the Delivery Point shall be paid by the SPD</b> without any reimbursement by UPPCL. .....	As the losses up to GSS shall be in the SPD's scope and the internal power evacuation infrastructure is being built by SPPD, the following details are to be provided: a. <b>GTP and losses of power transformers</b> b. <b>Length of 220kV transmission lines from PSS to GSS, type of conductor and configuration of conductors</b>	Losses are to be estimated to work out generation at delivery point	a. 3 No. 125 MVA, 220/33 kV Transformer is considered for each PSS. The GTP of 125 MVA Transformer is attached. Max Permissible losses shall be as per attached GTP. b. Line Lengths: 220kV D/c PSS1 – GSS: 5.76 km 220kV D/c PSS2 – GSS: 0.458 km Conductor details for both lines: Type of Conductor – ACSR Zebra Configuration – Double Circuit Vertical ( Single Zebra)
		8. RFS: Section I Clause 25	<b>Inter-Connection Point/ Delivery/ Metering Point shall mean the point at the Grid Substation</b> at which the Project, through the Internal Power Evacuation Infrastructure, shall be connected and the energy supplied to UPPCL shall be measured. ..... <b>All expenses including wheeling charges and losses between the Project (including the Internal Power Evacuation Infrastructure) and the Delivery Point shall be paid by the SPD</b> without any reimbursement by UPPCL. .....	As wheeling charges up to delivery point is mentioned in the scope of the SPD, the applicable wheeling charges for the internal power evacuation infrastructure being constructed by SPPD may be clarified (if any additional charges over and above park upfront charges and park O&M charges are applicable).	Applicable wheeling charges for use of internal power evacuation infrastructure may be clarified if any.	SPD is responsible for development and maintenance of the required 33 kV infrastructure to connect to the Pooling Substations. SPPD is responsible for development of PSS and connecting with proposed GSS. The cost incurred for such internal power evacuation (PSS and 220 kV line for interconnection) development would be recovered from Park charges.  Since there is no connection to the distribution network, wheeling charges/ losses are not applicable for the SPD in Jhansi solar park case. An addendum shall be issued in this regard
		9. RFS: Section I Clause 38	Pooling Substation (PSS) shall mean the 33/220 kV solar park pooling substation(s) at or within the Jhansi Solar Park periphery, as described in the Implementation Support Agreement, where more than one solar PV project may connect to a common transformer and transmission system. <b>Multiple projects can be connected to a pooling substation</b> from where common transmission system shall be connected to the Grid Substation, i.e. the Delivery Point. .....	a. As two pooling substations are being constructed for total 600MW capacity, it may be clarified that <b>how much capacity is to be clarified at each PSS.</b> b. Further, the <b>Solar blocks which are to be connected to each PSS may be clearly defined in the project layout</b>	Clarity required as to which solar block is to be connected to each PSS for estimation of cable length and sizes.	An addendum shall be issued in this regard .
		10. RFS: Section I Clause 38	..... Further, the metering of the pooled power shall be done at the injection point, i.e. the Grid Substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual projects. .....	<b>Clarify the scope of installation of meters at GSS and submeters at pooling substation.</b> If the meters at GSS and/or sub-meters at PSS are to be installed by the SPD, the following is to be clarified: a. The scope of SPD is to fix the meters alone and make use of existing CT and PT inputs from Owner's switchgear by suitable wiring. No additional CT/PT installation will be required to be done by SPD. b. Whether a separate metering panel is to be installed by SPDs for installation of the meters or whether the meters can be installed in the existing switchgear panel/metering panel of SPPD?	Scope clarity required regarding metering infrastructure.	Installation of ABT meters in 220kV Line at GSS shall be in STU's scope a) SPD shall install accurate meter along with respective CT and PT at the 33kV. This is essential for apportioning of Power. b) Individual SPDs to consider separate metering panel in their scope.

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		11. RFS: Section I Clause 38 Lead SPD shall mean: (a) a renewable energy generating station which is mutually authorized among renewable energy generating station(s) through an agreement for applying for connectivity to the intra-state transmission system at a single inter-connection point at voltage 33 kV & above; or (b) a generating station already having connectivity to the intra-state transmission system, and through whose electrical system, connectivity is being sought by one or more renewable energy generating station(s) through an agreement; or (c) a renewable energy generating station which is mutually authorized among renewable energy generating station(s) who is responsible to undertake all operational and commercial responsibilities on behalf of all individual SPD including scheduling, dispatch, metering, energy accounting including DSM accounting & settlement in accordance with the applicable regulations;	As per the scope matrix specified under Clause 4 of Section VI, "Connectivity for external evacuation" is in the scope of SPPD. Accordingly, the following may be clarified: a. Why a lead SPD is to be authorized for connectivity application, when the scope of arranging connectivity is in the scope of SPPD? b. If the role of lead SPD is only for scheduling, dispatch, metering, energy accounting including DSM accounting & settlement, the modalities for authorization of lead SPD among the successful bidders may be clarified.	Clarity regarding of role of lead SPD is required.	a. SPPD is responsible for obtaining connectivity with UPPTCL for the evacuation of power from Jhansi Solar Park. However scheduling, dispatch, metering, energy accounting including DSM accounting & settlement responsibility lies with SPD. All matters pertaining to connectivity shall be dealt in line with UPERC connectivity regulations and its amendments. b. Lead SPD will be appointed mutually by selected SPDs for each/ both PSS. Lead SPD is responsible to undertake all operational and commercial responsibilities as provided in the UPERC (Grant of Connectivity to intra-State Transmission System) (First Amendment) Regulations, 2024
		12. RFS: Section VIII Clause 5.1 Internal Power Evacuation Plan for Projects: Power evacuation from PV plant to 33kV incomer at 33/220 kV Pooling Substation shall be the responsibility of SPD	No. of 33kV feeders available in 33kV switchgear at PSS for interconnection of solar projects and maximum power which can be interconnected to each feeder shall be defined.	Number and rating of 33kV feeders is required for working out the pooling scheme.	12 No. 33 kV feeder with provision of 2 Future is considered for each PSS. Switchgear for future feeders are also provisioned in present tender scope. The rating of each 33 kV feeder is 800 Amp. SLD is provided separately on UPNEDA website through link.
		13. RFS: Section VIII Clause 5.1 Section VI Clause 4 33 kv Circuit lines from solar project to PSS is in SPD scope Further as per scope matrix, "Laying of 33kV Cable in Cable Tray" is in scope of SPD	a. Does "33kV Circuit lines" mean that only overhead line shall be installed for evacuation from solar projects to respective PSS? b. If not, clarify whether the power evacuation from solar projects to PSS shall be power cables or Overhead lines or both are allowed? c. In case 3kV cables are allowed, whether underground cabling is permitted of cables shall be mandatorily laid above ground in trays. Whether the bidder can choose the mode of cable laying from project to PSS?	Clarity required regarding power evacuation from Project to PSS.	a) No b) Power evacuation shall be a combination of 33kV OHL and underground cables for evacuation from solar units to PSS. c) 33kV cables shall be buried up to the PSS switchgear (Contractor shall adhere to standards to be followed while laying cables). Inside switchgear room cables shall be laid through the cable trenches inside the switchyard room
		14. RFS: Section VIII Clause 6.1 The lowest bidder for each Project based on the evaluation method described in Section-V of the RfS Document shall be allotted the respective Project	a. What shall be the allotment methodology for project capacity? b. As minimum capacity shall be 50MW and subsequent capacities shall be in multiples of 50MW, the bidder understands that the complete project shall be subdivided into multiple plots of 50MW. However, the same is not specified in the RfS. Clarity is required regarding division of solar blocks and priority of allocation. The final project layout with individual block details shall be shared with the bidders. c. Applicable PSS for each block shall also be specified, so that the evacuation infrastructure can be estimated accordingly.	Clarity required regarding division of blocks and allotment process of blocks for successful bidders.	An addendum shall be issued in this regard .
		15. RFS: Section VIII Clause 8.4 (e) SPPD has already acquired 93% of the required land (2700 acres) at the time of floating of RfS. SPPD shall endeavour to handover complete 2700 acres of land to SPD(s), free of encumbrances during stipulated timeframe.	Bidder understands that the quantum of land that shall be provided for development of individual projects shall be @ 4.5 acres per MW uniformly. Clarify the same.	Land area to be clarified for individual projects.	An addendum shall be issued in this regard .
		16. ISA: Clause 6.1 (g) Obligations of the SPPD ..... provide water supply infrastructure in every 50 MW block through one water point as per MNRE Scheme for Development of Solar Parks and Ultra Mega Solar Park. Further distribution grid from the water point to be developed by SPD. Cost and expenses towards extraction and supply of water to be borne by SPD;	a. What is the water supply arrangement? Whether there shall be a centralized water supply/treatment plant constructed by SPPD for the entire park? Or whether borewell provision will be provided in individual plots? b. What will be maximum water supply quantum available for each 50MW per day? c. What will be the maximum TDS in ppm of water which shall be provided by SPPD? d. Whether any water treatment provision will be made by SPPD so that the water provided shall be suitable for module cleaning. e. In case of borewells in individual projects, the bidder understands that the maintenance of the borewell shall also be in the scope of SPPD, Confirm the same. f. What are the applicable charges for extraction and supply of water provided by SPPD?		a)TUSCO shall provide one water point for every 50 MW block. The other arrangements for supply of water from the water point including treatment plant, distribution network and extraction of water shall be taken care by the SPD. b)Water supply calculations are duly provided in the Groundwater Assessment report. The report is provided and can be access through UPNEDA website. c)Other information such as TDS in water are duly provided in the Groundwater Assessment report.- The report is provided and can be access through UPNEDA website. . d)The report has been prepared by M/s SgurrEnergy India. UPNEDA, and TUSCO including their employees and advisors, do not make any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained in the report. Each bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the report and seek independent advice. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not accept any liability of any nature whatsoever, whether resulting from negligence or otherwise, arising from reliance of any bidder upon the statements contained in the report. e)No, the maintenance of borewell is in SPD scope. f) The charges will be as per CGWA regulations and has to paid to CGWA by SPD. For more information: visit this website: <a href="https://cawb.gov.in/ground-water-regulation">https://cawb.gov.in/ground-water-regulation</a> .
		17. ISA: Clause 6.2 (p) Obligations of the SPD ..... fence the demarcated boundary of the Project Land;	If the bidder wins multiple plots, whether the fencing can be common/combined for multiple plots wherever possible?	Clarity regarding fencing scope	SPPD is responsible for fencing of the outer boundary of the park while SPD has to fence their respective blocks. If SPD is allocated multiple adjoining blocks, SPD can choose to build common/combined fence wherever possible.

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	18. PPA: 10.1.3	The SPD shall be required to make arrangements and payments for import of energy and other charges (if any) required for supply/offer of the contracted capacity under this agreement as per applicable regulations	How the import of energy during non-solar hours will be accounted? Whether, any specific tariff will be applicable for import time blocks or the same will be adjusted in the overall energy generated?	Clarity regarding energy import settlement	RE Generators (SPD) have to get appropriate load sanction from respective discoms. The billing will be done at applicable tariff approved by UPERC.
	19. ISA: Clause 6.1 (h)	Obligations of the SPPD ..... developing approach road(s) to Jhansi Solar Power Park and access road(s) to the Project along with associated necessary drainage facility(ies);	a. The <b>approach road layout including interconnection roads between plot discontinuities</b> (in the scope of SPPD) may be shared with the bidders. b. <b>The drainage layout of the solar park</b> which will be constructed by the SPPD may be shared with the bidders.	Solar park approach road and drainage layout required.	An addendum shall be issued in this regard .
	20. ISA: --	--	a. Whether <b>any master power plant controllers will be provided by SPPD</b> at each substation level? b. If not, how the control of individual solar blocks and the park as a whole shall be done?	Power plant controller arrangement not clear.	a) A master Power Plant controller shall be provided at each PSS by the Lead SPD. The proposed master PPC will be responsible for controlling entire 300MW(each PSS) power plant where as 50MW power plants with slave PPCs shall synchronize their actions with the master PPC. b) Not applicable.
	21. ISA: Clause 6.2 (k)	Obligations of the SPD ..... develop and maintain adequate drainage facilities on the Project Land;	a. Several natural drainages are seen within the project land. It may be confirmed that the same will be re-routed by the SPPD as a part of their main drainage system. b. The <b>drainage study report/hydrology report</b> of the project may be shared with the bidders for working out the drainage system.		Entire drainage system within the Project boundary shall be provided by the SPD. The discharge from the project boundary shall be arranged by SPPD.  The detailed drainage assessment has been carried out and the results are provided in the Hydrology report. The report is provided and can be access through UPNEDA website.  The report has been prepared by M/s SgurrEnergy India. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not make any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained in the report. Each bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the report and seek independent advice. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not accept any liability of any nature whatsoever, whether resulting from negligence or otherwise, arising from reliance of any bidder upon the statements contained in the report..
	22. ISA: --	--	a. The <b>scope of reactive power compensation</b> as per CEA technical standards may be clarified. <b>Whether the bidder shall ensure compliances at 33kV level or at delivery point of GSS?</b> b. Whether the SPPD will install any dynamic reactive power compensation equipment at PSS level, common for all projects. If yes, clarify the scope of reactive power compensation in the scope of SPDs and whether any additional cost will required to be paid by the SPDs for the common reactive power compensation equipment?	Scope of reactive power compensation to be clarified.	a) Bidder shall ensure compliance to reactive power compensation at delivery point of GSS. b) No dynamic reactive power compensation equipment is considered at PSS level. SPPD is not recovering any such cost from SPD through park development charges. Hence, the responsibility of maintaining reactive power is in the scope of SPD.
	23. ISA: --	--	<b>Scope of Grid compliance study</b> may be clarified. Whether any grid compliance study has to be carried out for dynamic compensation, power quality etc. and if yes, whether the same will be carried out SPPD after collecting necessary information from all SPDs?	Scope of grid compliance study to be clarified.	Grid compliance study is mandatory requirement to meet grid connectivity as per CEA regulations. Scope of grid compliance study in line with Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 shall be with lead SPD along with necessary coordination with other SPDs.
	24. ISA: --	--	<b>Scope of installation of harmonic filters</b> (if any required) may be clarified. Whether SPPD will installation common harmonic filters at PSS level?	Scope of harmonic filters to be clarified.	No, the SPPD will not install harmonic filters at PSS level.
	25. --: --	--	<b>KMZ file of the solar park</b> including details of individual solar blocks, approach roads, drainage layouts, internal power evacuation structure including PSS etc. Shall be shared with the bidders	KMZ file of the project may be shared	An addendum shall be issued in this regard .
	26. --: --	--	<b>Autocad file of the solar park</b> including details of individual solar blocks, approach roads, drainage layouts, internal power evacuation structure including PSS etc. Shall be shared with the bidders	Autocad file of the project may be shared.	An addendum shall be issued in this regard .
	27. --: --	--	As the project is on the banks of Dhasan river, <b>the details of flood levels (HFL) of the river at the project location</b> for past 20-25 years may be shared for analysis.	HFL details of river required.	An addendum shall be issued in this regard .  The report has been prepared by M/s SgurrEnergy India. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not make any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained in the report. Each bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the report and seek independent advice. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not accept any liability of any nature whatsoever, whether resulting from negligence or otherwise, arising from reliance of any bidder upon the statements contained in the report.
	28. --: --	--	The <b>report of topography survey</b> carried out by the SPPD for the project may be shared with bidders for reference only. As the project is non-uniform and discontinuous with severe undulations, the report is essential for submitting a proper bid.	Topography details of the project required.	An addendum shall be issued in this regard .  The report has been prepared by M/s SgurrEnergy India. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not make any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained in the report. Each bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the report and seek independent advice. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not accept any liability of any nature whatsoever, whether resulting from negligence or otherwise, arising from reliance of any bidder upon the statements contained in the report.
	29. --: --	--	The <b>report of Geo-technical study</b> carried out by the SPPD shall be shared with the bidders for reference only. As observed during site visit, there is variation in soil strata at different locations within the park boundary, the report is essential for submitting a proper bid.	Geo-technical study report required.	An addendum shall be issued in this regard .  The report has been prepared by M/s SgurrEnergy India. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not make any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained in the report. Each bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the report and seek independent advice. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not accept any liability of any nature whatsoever, whether resulting from negligence or otherwise, arising from reliance of any bidder upon the statements contained in the report.

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30. --: --	--	--	The <b>area drainage studies/hydrology report</b> of the project land may be shared with the bidders for reference only.	Area drainage studies/hydrology report required.	An addendum shall be issued in this regard .  The report has been prepared by M/s SgurrEnergy India. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not make any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained in the report. Each bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the report and seek independent advice. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not accept any liability of any nature whatsoever, whether resulting from negligence or otherwise, arising from reliance of any bidder upon the statements contained in the report.
31. --: --	--	--	Some trees are observed within the project land. <b>Whether any clearances are required for cutting the trees.</b> If yes, whether the SPPD will facilitate the necessary clearances?	Clarity regarding tree cutting permission required.	Any tree situated on any Private or Government Land (within project area) will require tree cutting permission from forest department. The permission will be given by Divisional Forest Officer (DFO) in concurrence to the Nodal Officer/Head of Forest (HOF), Lucknow.  The SPD will be responsible for cutting of trees and obtaining all permissions related to it. The SPPD will assist the SPD on best effort basis.
32. --: --	--	--	--	a. Clarify the <b>scope of ROW for 33kV cables</b> from solar projects to PSS b. Whether <b>any designated corridor will be provided by SPPD for laying 33kV cables</b> from Solar blocks to PSS.	a. ROW for 33 kV cables will be in SPD scope; b. No designated corridor shall be provided by SPPD.
33. PPA: Clause 1.1 Defination Appropriate Commission		Unless otherwise stated, Appropriate Commission shall mean the Uttar Pradesh Electricity Regulatory Commission;	Unless otherwise stated, Appropriate Commission shall mean the Uttar Pradesh Electricity Regulatory Commission or <b>Central Electricity Regulatory Commission as the case may be;</b>	We request insertion of "CERC" as an appropriate commission, CERC has acknowledged that, the CERC is the concerned/appropriate commission as far as matters related to Central Generation Stations (CGSs) are concerned.  Request to refer CERC petition 279/MP/2022 <a href="https://cercind.gov.in/2023/orders/279&amp;284-MP-2022.pdf">https://cercind.gov.in/2023/orders/279&amp;284-MP-2022.pdf</a> <b>Page 17, Clause 21</b> "In the light of the above position of law, we are of the view that the merely because the PPA mentions adjudication of dispute in a specific manner, cannot oust the jurisdiction of this Commission which flows from the provisions of the Act, and hold that that adjudication involving the Petitioner being a wholly owned subsidiary of a Central Generating Company will be governed by this Commission under Section 79 (1)(f) read with Section 79(1)(a) of the Act..... <b>22. In view of the above discussion we find and hold that only this commission has the jurisdiction."</b>	PPA clause shall prevail.
34. PPA: Clause 4.5.1		The CUF declared by the SPD is [insert the amount as per UPPCL's LoA] ("Declared Annual CUF"). The SPD will be allowed to revise the Declared Annual CUF of the Project once within first (1st) year after the date of Commencement of Power Supply from <b>first (1st) part capacity of the Project</b> or full Project capacity, <b>whichever is earlier.</b> Thereafter, the declared annual CUF for the Project shall remain unchanged for the entire term of the PPA. The Declared Annual CUF by the SPD shall in no event, be less than 19% (nineteen percent). <b>In case of revision in Declared Annual CUF, the revised Declared Annual CUF shall, in no case, be lower than the originally committed value.</b>	Proposed Modified Clause:  The CUF declared by the SPD is [insert the amount as per UPPCL's LoA] ("Declared Annual CUF"). The SPD will be allowed to revise the Declared Annual CUF of the Project once within first (1st) year after the date of Commencement of Power Supply from <b>first (1st) part capacity of the Project or full Project capacity, whichever is earlier.</b> Thereafter, the declared annual CUF for the Project shall remain unchanged for the entire term of the PPA. The Declared Annual CUF by the SPD shall in no event, be less than 19% (nineteen percent). <b>In case of revision in Declared Annual CUF, the revised Declared Annual CUF shall, in no case, be lower than the 85% of originally committed value.</b>		Response to this query shall be notified at least 15 days prior to the bid submission due date
35. PPA: Clause 4.7.2		The maximum time period allowed for commencement of power supply from the full Project Capacity with encashment of Performance Bank Guarantee/ Payment on Order Instrument shall be limited to 6 months after the <b>SCSD/extended SCSD</b> of the Project. In case, the commencement of power supply from the Project is delayed beyond 6 months after the SCSD, following shall be applicable:  (i) The Contracted Capacity shall stand reduced / amended to the capacity corresponding to the Project Capacity that has commenced power supply until the date as on 6 months after the SCSD and the PPA for the balance capacity will stand terminated and shall be reduced from the Contracted Capacity.....	Proposed Modified Provision as below:  The maximum time period allowed for commencement of power supply from the full Project Capacity with encashment of Performance Bank Guarantee/ Payment on Order Instrument shall be limited to 6 months after the <b>SCSD/extended SCSD</b> of the Project. In case, the commencement of power supply from the Project is delayed beyond 6 months after the <b>SCSD/extended SCSD</b> , following shall be applicable:  (i) The Contracted Capacity shall stand reduced / amended to the capacity corresponding to the Project Capacity that has commenced power supply until the date as on 6 months after the <b>SCSD/extended SCSD</b> and the PPA for the balance capacity will stand terminated and shall be reduced from the Contracted Capacity.....		PPA clause shall prevail.
36. PPA: Clause 9.2		Clause 9.2	Note:  Request to update the numbering. Number "9.2" repeted twice.		An addendum shall be issued in this regard.

S. No	Name of bidders	Existing Clause	Proposed Modification/clarification	Justification from Bidder	UPNEDA Response
		37. PPA: Clause 10.3.5 For payment of any bill including Supplementary Bill on or before Due Date, the following Rebate shall be paid by the SPD to UPPCL in the following manner. (a) A Rebate of one point five percent (1.5%) shall be payable to the UPPCL for the payments made within a period of <b>ten (10) days</b> of the presentation of hard copy/soft copy of Bill. (b) Any payments made after <b>ten (10) days up to the Due Date</b> from the date of presentation of Bill, shall be allowed a rebate of one percent (1%).....	For payment of any bill including Supplementary Bill on or before Due Date, the following Rebate shall be paid by the SPD to UPPCL in the following manner. (a) A Rebate of one point five percent (1.5%) shall be payable to the UPPCL for the payments made within a period of <b>five (5) days</b> of the presentation of hard copy/soft copy of Bill. (b) Any payments made after <b>five (5) days</b> up to the Due Date from the date of presentation of Bill, shall be allowed a rebate of one percent (1%).....		Response to this query shall be notified at least 15 days prior to the bid submission due date
		38. PPA: Clause 10.5.2 If the UPPCL disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay <b>fifty percent (50%) of the Invoice amount</b> and it shall within thirty (30) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:	Proposed Modified Clause: If the UPPCL disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay <b>100% of undisputed amount and 85% of disputed amount</b> of the total Invoice amount and it shall within thirty (30) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:	Revision proposed to maintain liquidity at developer's end.	Response to this query shall be notified at least 15 days prior to the bid submission due date
		39. PPA: Clause 10.5.7 For the avoidance of doubt, it is clarified the despite a Dispute regarding an Invoice, UPPCL shall, without prejudice to its right to Dispute, be under an obligation to make payment of <b>fifty percent (50%) of the Invoice amount</b> in the Monthly Bill.	Proposed Modified Clause: For the avoidance of doubt, it is clarified the despite a Dispute regarding an Invoice, UPPCL shall, without prejudice to its right to Dispute, be under an obligation to make payment of <b>100% of undisputed amount and 85% of disputed amount</b> of the total Invoice amount in the Monthly Bill.	Revision proposed to maintain liquidity at developer's end.	Response to this query shall be notified at least 15 days prior to the bid submission due date
		40. PPA: Clause 12.1.1 In this Article 12, the term "Change in Law" shall refer to the occurrence of any of the following events pertaining to this Project only after ..... [Enter the date of e- Reverse Auction (e-RA) conducted under the referred Rfs], including any enactment or amendment or repeal of any law, leading to corresponding changes in the cost requiring change in Tariff, and includes-	In this Article 12, the term "Change in Law" shall refer to the occurrence of any of the following events pertaining to this Project only after ..... [Enter the date of last date of bid submission referred under Rfs], including any enactment or amendment or repeal of any law, leading to corresponding changes in the cost requiring change in Tariff, and includes-	In case , between last date of bid submission and date of e-RA, if any Change in Law Event kicks in, which adversely impact the project cost and further shrink the expected profit margin, developer would not be in position to claim the incremental amount in the project cost under the change in Law. Developer would also not able to factored in this upwards revision of the project cost in tariff at the time of e-RA as, in the e-RA only downward revision is allowed.	Response to this query shall be notified at least 15 days prior to the bid submission due date
		41. PPA: Clause 12.2.11 Project Cost "Project Cost" wherever applicable under this Article, shall mean the cost incurred by the SPD towards supply and services only for the Project concerned, upto the actual date of Commencement of Power Supply from the last part capacity or upto the SCSD/extended SCSD, whichever is earlier. For example, in case the date of actual Commencement of Power Supply from the last part capacity is 15.04.2024, SCSD is 15.03.2024 and extended SCSD is 01.04.2024, the Project Cost shall be determined as the cost incurred by the SPD upto 01.04.2024.	Proposed Modified Clause: "Project Cost" wherever applicable under this Article, shall mean the cost incurred by the SPD towards supply and services only for the Project concerned, upto the actual date of Commencement of Power Supply from the last part capacity or upto the SCSD/extended SCSD, whichever is later. For example, in case the date of actual Commencement of Power Supply from the last part capacity is 15.04.2024, SCSD is 15.03.2024 and extended SCSD is 01.04.2024, the Project Cost shall be determined as the cost incurred by the SPD upto <b>15.04.2024</b> .	According to the current provision, if change in Law event kicks in during 01.04.2024 to 15.01.2024 tenure, any additional financial impact during this period would not be considered as project cost. thus, can not be claimed. As for the delay in commissioning post SCSD, Developer is bearing penalty on per day basis for uncommissioned capacity, humble submission to make suitable modification in the clause so that, any additional cost to developer during above mentioned period can be claimed under Change in Law provision (if applicable).	PPA clause shall prevail.
<b>II</b>	<b>Coal India Ltd.</b>	1. RFS: Section 4, clause (iv), Pg.57 under scope matrix Under scope of SPD	--	May be provided available detail with UPNEDA/TUSCO for project cost estimation	An addendum shall be issued in this regard. The report has been prepared by M/s SgurrEnergy India. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not make any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained in the report. Each bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the report and seek independent advice. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not accept any liability of any nature whatsoever, whether resulting from negligence or otherwise, arising from reliance of any bidder upon the statements contained in the report.
		2. RFS: (I) Pg.4 of RFS INR 23,80,000 (Indian Rupees Twenty-Three Lakhs Eighty Thousand Only)/ MW or as amended later on, in form of BG/POI by IREDA/REC/PFC in lieu of BG in favour of Uttar Pradesh New & Renewable Energy Development Agency (UPNEDA), along with the response to Rfs.	--	PBG may not be required to submit along with response to RFS.	An addendum shall be issued in this regard.
		3. RFS: Clause 18.3(J) iv Pg.36 of ITB of RFS Certified copies of annual audited accounts for the last financial year, i.e. FY 2019-20, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least (seven) 7 Days prior to the due date of bid submission (if applicable), shall be required to be submitted.	--	Last year may be considered as FY 2022-23	An addendum shall be issued in this regard.
		4. RFS: Clause 14 Pg 31 The Commencement of Supply of Power of the Project shall be carried out by the SPD in line with the procedure elaborated in Standard PPA document The SPD shall ensure commencement of Supply of power from the Project within Eighteen (18) Months from the Effective Date of PPA.	--	During the monsoon season, movement of men and material will be difficult and most part of the few plots become unapproachable. Project commissioning duration will include 2 monsoon seasons. Considering above ,commissioning time may be increased to 24 months from PPA date.	Rfs clause shall prevail.
		5. RFS: 5.11 Page 19 Name and address: Uttar Pradesh and Renewable Energy Developemnt Agency	--	May be conformed and corrected if required.	An addendum shall be issued in this regard.

S. No	Name of bidders	Existing Clause	Proposed Modification/clarification	Justification from Bidder	UPNEDA Response
		6. RFS: Cl. 2.2, Pg 17 UPPCL shall enter into PPA with successful SPDs/bidders for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to the Project Developer is fixed at INR 2.70/ kWh for 25 years. This shall be inclusive of all statutory taxes, duties, levies, cess if applicable as on the last date of bid submission.	--	Tariff cap may be removed in line with the RfS of Solar tenders in other states eg. Gujarat, maharashtra as e-RA will be held . At few plots tariff may go higher for the viability of project.	Response to this query shall be notified at least 15 days prior to the bid submission due date
		7. RFS: Cl 25 Pg.10 Inter-Connection Point/ Delivery/ Metering Point shall mean the point at the Grid Substation at which the Project, through the Internal Power Evacuation Infrastructure, shall be connected and the energy supplied to UPPCL shall be measured. Metering shall be done at this Interconnection Point/Delivery Point where the power is injected into the Grid Substation. All expenses including wheeling charges and losses between the Project (including the Internal Power Evacuation Infrastructure) and the Delivery Point shall be paid by the SPD without any reimbursement by UPPCL. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Delivery Point shall be borne by UPPCL as per the regulation notified by the Appropriate Commission from time to time;	--	Metering of point may be considered as PSS. It is under stood that power may be injected by different developers to PSS. PSS to GSS network will be provided and maintained by SPPD.	No change is required. As per SBG, delivery point shall be at the LV side of the STU. All charges and losses till the delivery point shall be borne by the Generator (SPD).
		8. RFS: --	--	Plot numbering and other detail such as size, contour detail, coordinates ,distance from PSS etc of 12 plots may be provided	An addendum shall be issued in this regard
		9. RFS: Pg 58 Keeping in view of the topography and flood levels of the area necessary cutting, filling & leveling work shall be taken up by SPD to have different benches suitable to respective project (Plot) requirement as well as compatible with the Road network. The drainage shall be planned according to the final contour of the area after finalizing/ attaining the modified levels after the required cutting, filling & leveling work.	--	Central drainage system may be provided by SPPD, internal drainage will be developed by SPD.	Entire drainage system within the Project boundary shall be provided by the SPD. The discharge from the project boundary shall be arranged by the SPPD.  The detailed drainage assessment has been carried out and the results are provided in the Hydrology report. The report is provided and can be access through UPNEDA website .  The report has been prepared by M/s SgurrEnergy India. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not make any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained in the report. Each bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the report and seek independent advice. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not accept any liability of any nature whatsoever, whether resulting from negligence or otherwise, arising from reliance of any bidder upon the statements contained in the report..
III	Mahindra Susten	1. RFS: 2.4 If the Project is transferred or sold to a third party during its tenure (after initial lock-in period till COD), UPPCL (Procure) will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA	--		Bidder has reproduced the provisions of the bid document. No specific query/observation pertaining to this clause has been raised by the bidder.
		2. RFS: 4.2 UPNEDA/UPPCL/TUSCO may develop a suitable monitoring mechanism, to analyse the performance of the project and carry out random checks to verify compliance of quality standards.	--		Bidder has reproduced the provisions of the bid document. No specific query/observation pertaining to this clause has been raised by the bidder.
		3. RFS: 4.3 UPPCL/TUSCO may also lay down conditions in order to meet forecasting and scheduling requirements by appropriate commission or such other requirements, to improve power quality	--		Bidder has reproduced the provisions of the bid document. No specific query/observation pertaining to this clause has been raised by the bidder.
		4. RFS: 4 PROJECT LOCATION The proposed Project(s) in Solar Park are located in Tehsil Garautha, Jhansi Uttar Pradesh, India, spread over 8 villages. 2 (Two) no.s Pooling Substation capacity have been planned to evacuate total 600 MW power	--	UPPCL/ TUSCO to share Due Diligence report for total site i.e. i. Land KMZ Location ii. Substation Location iii. Site Related Studies i.e. Hydrology, Topography & if any flood prone area.	An addendum shall be issued in this regard .
		5. RFS: 5.2 PROJECT SCOPE & TECHNOLOGY SELECTION All approvals, permits and clearances required for setting up of the Solar Project including those required from State Government and local bodies shall be in the scope of the SPD, except those attributable to the SPPD.	As project location to be assigned by SPPD, local challenges & compliances if any to be taken care by SPPD.		RfS clause shall prevail.
		6. RFS: 8.2 If for any contract year it is found that the project supplies energy less than the energy corresponding to the minimum CUF, the SPG/SPD will be liable to pay to the Procure, penalty for the shortfall in availability of energy. The amount of such penalty will be equal to one and a half (1.5) times the tariff for the shortfall in energy terms, which in turn, shall be remitted to the Buying Entity/ UPPCL. The penalty as per above shall be applied on the amount of shortfall in generation from the Project during any Contract Year. This penalty shall not be applicable in events of Force Majeure identified under this Agreement, affecting supply of Solar Power by SPD.	In line with MoP guidelines, requesting you to share scheduling and its punching point of Energy Availability at Regional Load Despatch Centres (RLDCs) / State Load Despatch Centres (SLDCs) to capture the same for Estimates.		As per Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects:  "(f). The scheduling and its punching thereof at different Regional Load Despatch Centres (RLDCs) / State Load Despatch Centres (SLDCs) (including the injecting, intervening and buyer SLDCs/ RLDCs) shall be the responsibility of Generator only." The punching point shall be UPSLDC.
		7. RFS: 13 13. The SPDs/SPGs shall achieve Financial Closure within 09 (Nine) months from the Effective Date of the Power Purchase Agreement (PPA). 14.2The Scheduled Commencement of Supply Date (SCSD) for commissioning of the full capacity of the Project shall be the date as on eighteen (18) months from the Effective Date of the PPA.	<b>Request for amendment:</b> The commissioning timeline for the project is 24 months instead of 18 months from the date of execution of the PPA. Also, in current tenders issued by SECI, NTPC, SJVN, NHPC, GUVNL, the Financial Closure timeline is 18 months. <b>In similar line, we request to extend the FC timeline to 18 months which shall allow ample of time to identify the land and connectivity which leads to project to more bankability.</b>		For financial close: Response to this query shall be notified at least 15 days prior to bid submission due date  For SCSD timeline: RfS clause shall prevail.

S. No	Name of bidders	Existing Clause	Proposed Modification/clarification	Justification from Bidder	UPNEDA Response
		8. RFS: 6 DRAINAGE SYSTEM & SITE LEVELLING, GRADING	Keeping in view of the topography and flood levels of the area necessary cutting, filling & levelling work shall be taken up by SPD to have different benches suitable to respective project (Plot) requirement as well as compatible with the Road network. The drainage shall be planned according to the final contour of the area after finalizing/ attaining the modified levels after the required cutting, filling & levelling work. There will be main storm drain along the Roadside which will receive inflows from the different blocks drainage system. The grade/ gradient shall be planned keeping in view of the NSL as well as the existing natural drainage line so that the storm water is safely drained off from the Plant/ Project area. This storm water can also be conserved in suitable Pool and can be utilized again. Planning and development of drainage work with the Project shall be the responsibility of SPD and the drainage sys	TUSCO to provide park level drainage layout drawing along with drainage invert level to plan outfall of plant level drain .Cross section details of Park level drain along with road cross section details to be provided.  TUSCO to provide site specific studies including topography, Geotech, Water test assessment report , Environmental and social impact and climate risk assessment report of present site.  This data would be useful for bid assessment as well as array layout, drainage and grading plan work.	An addendum shall be issued in this regard .  The reports have been prepared by M/s SgurrEnergy India. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not make any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained in the report. Each bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the reports and seek independent advice. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not accept any liability of any nature whatsoever, whether resulting from negligence or otherwise, arising from reliance of any bidder upon the statements contained in the reports.
		9. RFS: 5.8 Power Evacuation Plan for Projects	Metering arrangement of each project shall have to be adhered to in line with relevant clause of PPA, state and central Regulations.	Proposed SPD metering is at 33kV voltage level as per the requirement of UPPTCL. TUSCO shall clarify on the scope of metering at 33KV bays & share UPPTCL metering specification requirement with SPD, if applicable.	Installation of ABT meters in 220kV Line at GSS shall be in STU's scope: a) SPD shall install accurate meter along with respective CT and PT at the 33kV. This is essential for apportioning of Power. b) Individual SPDs to consider separate metering panel in their scope. As per UPERC connectivity regulations, installation of meters, its testing, calibration and reading shall be undertaken in conformity with CEA (Installation and Operation of Meters) Regulations, 2006.
		10. RFS: 8.e PERFORMANCE MONITORING	The plant SCADA should be Open Platform Communications (OPC) compliant with standard DNP3 and modbus control interfaces over TCP/ IP having the provision to add protocol converters to implement custom and secure communications protocol standard for providing real time online data (including but not limited to irradiance, plant generation (instantaneous/ daily/ monthly/ yearly), Daily Peak Generation, temperature, wind speed etc.) to UPPCL/UPNEDA.	Please clarify the required Space allocation & O&M Services for Solar Plant SCADA & PPC in proposed 220/33KV PSS-1&2 of TUSCO.  Please clarify the required Scope of RTU, PMU, PQM & Solar Plant SCADA integration with SAS & FOTE in proposed 220/33KV PSS-1&2 of TUSCO.	Lead SPD in consultation with other SPD will be responsible for Installation and O&M of solar plant SCADA and PPC systems. Space shall be made available inside PSS in coordination with TUSCO/PGCIL. However space requirement has to be provided by Lead SPD to PGCIL in advance. a) The requirement for data transfer to SLDC via RTU is no longer applicable, as data transfer is now planned exclusively through the SAS gateway.PQ meters (PQM) shall be arranged by the SPD for each 33kV line feeders which shall integrate with SPD installed PPC (slave). b) PMU shall be provided at each PSS. c) SCADA from individual 50MW power plant (under the scope of individual SPD) shall be integrated with a central SCADA at PSS (with master PPC). This SCADA shall integrate with SAS & FOTE at PSS end to transfer data to/ from SLDC. This integration with central SCADA at PSS end shall be in the scope of lead SPD.
		11. RFS: 3. CABLES AND CONNECTORS	All cables and connectors to be used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years and voltages as per latest IEC standards. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS/ EN EN50618/ TUV 2pfg 1169/08/07 for service life expectancy of 25 years.	GoI has issued notification on 24th August 2023 on DC Cable IS standard, In view of same Bureau of Indian standards has published IS 17293:2020 for DC cables. Please confirm if the IS standard to be followed or EN as mentioned.  The responsibility of signing connectivity agreement should be of SPPD alone including all liabilities and charges pertaining to same as SPD cannot be signatory to connectivity agreement	Currently DC cables are manufactured and type tested as per EN50618 as the latest standard ( IS 17293:2020) has not yet been adopted by cable manufacturers. It will be SPDs responsibility to procure cables as per the standard market availability and technical requirement for plant operation for 25 years.  SPPD is responsible for procuring connectivity with UPPTCL for the evacuation of power from Jhansi Solar Park. However scheduling, dispatch, metering, energy accounting including DSM accounting & settlement responsibility lies with SPD.All matters pertaining to connectivity shall be dealt in line with UPERC connectivity regulations and its amendments.
		12. ISA: 5.2 (b)	One time charges	Please clarify if land lease, ladf would attract GST. It is important to understand same as it would impact the project costing Since Dedicated line shall be provided by SPPD, we request SPPD to mentions the transmission losses of such line from PSS to GSS and trajectory of such losses as it has a direct impact on power generation. It would not be prudent to load losses and costs of a component which is not under scope of SPD.	Land lease would not attract GST. GST if applicable on LADF shall be borne by SPD  The GTP and SLD reports are provided and can be access through UPNEDA website.
		13. RFS: 2.2	UPPCL shall enter into PPA with successful SPDs/bidders for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to the Project Developer is fixed	Given the topology and geography of the area of Solar park, we understand that technical challenges will remain, which will make Rs. 2.70/kWh tariff too low a tariff cap. We request the tariff cap be made atleast Rs. 2.90/unit to sustainably conduct the bid. Further, solar park charges are too high to warrant higher cap.	Response to this query shall be notified at least 15 days prior to bid submission due date.
		14. RFS: 4.1 - SECTION VIII	SPPD will be arranging the connectivity for solar park subject to amendment in guidelines of GoUP.	The provision may be modified that any commercial and technical liability due to amendment will be borne by SPPD The term "commissioning" should be replaced by "SCSD"	RfS clause shall prevail. RfS clause shall prevail.
		15. RFS: Extension	Due date extension	Due date to be extended for Min. 20-25 days from the present RFS Due Date.	An addendum shall be issued in this regard .
IV	Tata Power Renewable Energy Ltd.	1. RFS: RFS 6	Keeping in view of the topography and flood levels of the area necessary cutting, filling & leveling work shall be taken up by SPD to have different benches suitable to respective project (Plot) requirement as well as compatible with the Road network.	Requesting to kindly clarify if the development charges are paid by SPD to SPPD , then levelling, cutting and filling work should be in the scope of SPPD.	RfS clause shall prevail. The levelling, cutting and filling work of the respective plot is the responsibility of SPD. SPPD has not considered such cost in the development charges prescribed.
		2. RFS: RFS 13.1	The SPDs/SPGs shall achieve Financial Closure within 09 (Nine) months from the Effective Date of the Power Purchase Agreement (PPA).	Requesting UPPCL to kindly change the financial closure timelines to 12 (Twelve) months from PPA,i.e, 6 months before SCSD.	RfS clause shall prevail.
		3. RFS: RFS 2.2	UPPCL shall enter into PPA with successful SPDs/bidders for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to the Project Developer is fixed at INR 2.70/ kWh for 25 years.	Requesting UPPCL to remove the ceiling tariff as it would be very difficult to reach at this tariff considering the yield in U.P and the amount of solar park charges to be paid by SPD.	Response to this query shall be notified at least 15 days prior to bid submission due date.
		4. RFS: RFS 8 Charges towards solar park	Jhansi Solar Park Success fee Charges- 0.85% of PPP Transaction Value	Requesting UPPCL to define and elaborate on the PPP transaction value	Park charges will be notified 15 days prior to bid submission due date.
		5. RFS: RFS 8.4	Additional information related to Solar Park, if required, may be obtained from SPPD.	We are seeking KML files with marked boundaries, existing transmission lines, roads, temporary and permanent structures available within the land to evaluate maximum usable area and maximum project capacity.	An addendum shall be issued in this regard .

S. No	Name of bidders	Existing Clause	Proposed Modification/clarification	Justification from Bidder	UPNEDA Response
		6. RFS: RFS Bid information sheet	--	Requesting UPPCL to clarify whether processing fee of 15 lakhs will be paid for each 100 MW project or a cumulative fee of 15 lakhs will be paid for 100 MW and above capacity	Cumulative fee of 15 lakhs shall be paid for 100 MW and above capacity.
		7. RFS: RFS 14 (a)	--	Requesting UPPCL to kindly provide extension in financial closure in case if there is a delay in tariff adoption.	RFS / PPA clause shall prevail.
V	SJVN Green Energy Ltd	1. RFS: Clause 2.2	--	It is requested to kindly remove the tariff ceiling and also the tariff ceiling is on a lower side.	Response to this query shall be notified at least 15 days prior to bid submission due date.
		2. RFS: Section VIII Clause 8.1	--	These UDC charges are on a higher side. It is request to kindly reduce these charges.	Park charges shall be notified at least 15 days prior to bid submission due date.
		3. RFS: Section VIII Clause 8.1	--	These UDC charges includes Advance land lease charges for 10 years as one time payment. It is requested to kind take these charges on annual basis.	RFS clause shall prevail.
		4. RFS: Section VIII Clause 8.1	--	It is requested to kindly specify an approximate amount for these charges which would be helpful for us in calculations	Park charges shall be notified 15 days prior to bid submission due date.
		5. RFS: Section I Clause 13	--	It is requested to kindly consider financial closure with in 12 months from Effective date of PPA.	Response to this query shall be notified at least 15 days prior to bid submission due date.
		6. RFS: Section-V	--	Plot allocation for successful bidders on L1 priority basis is not mentioned in the RFS. It is requested to kindly mention this clause.	An addendum shall be issued in this regard .
		7. ISA & RFS: ISA Clause 5.8 & RFS Clause 11.1	--	As per general practice , only one PBG amounting to @ INR 23,80,000/ MW has been kept by tendering agencies and no provision of separate PBG for ISA is mentioned.	ISA clause shall prevail.
		8. PPA: PPA Clause 12.1.1	--	It is requested to kindly consider last date of bid submission as reference date instead of date of e- Reverse Auction (e-RA)	Response to this query shall be notified at least 15 days prior to bid submission due date.
		9. General: --	--	It is requested to kindly provide soil report and flooding report for each block.	An addendum shall be issued in this regard . The reports have been prepared by M/s SgurrEnergy India. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not make any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained in the report. Each bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the reports and seek independent advice. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not accept any liability of any nature whatsoever, whether resulting from negligence or otherwise, arising from reliance of any bidder upon the statements contained in the reports.
VI	RAVC Solutions Pvt. Ltd	1. RFS: --	--	* Please allow/ consider the firms with less net-worth (considering per MW cost 2.5 Cr) or if possible provision for exemption of EMD for MSMEs/Startups.	RFS clause shall prevail.
		2. RFS: --	--	* We are seeking clarification on .85% charge which is mentioned as Jhansi Solar Park Success fee Charges	Park charges shall be notified 15 days prior to bid submission due date.
		3. RFS: --	--	* As participating SPDs pays land development charges to SPPD, all the land development across all blocks should be in SPPD scope.	RFS clause shall prevail.
		4. RFS: --	--	* Distance from each block to PSS1 and PSS2 for a better calculation of evacuation cost.	An addendum shall be issued in this regard
		5. RFS: --	--	Block wise Bid, if the land development and evacuation is in SPDs scope	An addendum shall be issued in this regard
		6. RFS: --	--	* Financial closure time should be 6 month less than the project completion time.	RFS clause shall prevail.



S. No	Name of bidders	Existing Clause	Proposed Modification/clarification	Justification from Bidder	UPNEDA Response	
VII	SAEL	1. RFS: Clause 8.1 Point 4 on Page 122	Jhansi Solar Park Success fee Charges - 0.85% of PPP Transaction Value	--	Kindly clarify what are these charges & what will be the exact value?	The Jhansi Solar Park Success Fee Charges shall be notified atleast 15 days prior to bid submission due date.
		2. RFS: Clause 2.2 Page 17	Maximum tariff payable to the Project Developer is fixed at INR 2.70/ kWh for 25 years.	--	In consideration of the solar park charges it is tough to make our bids financially viable at this tariff. So, we request you to please remove the maximum tariff payable limit.	Response to this query shall be notified at least 15 days prior to bid submission due date.
		3. RFS: Clause 4.4 Page 54	the end of selection process, a Letter of Award(LOA) will be issued to the successful Bidder for each Project	--	Kindly provide the timelines for issuance of LOA. We request you to kindly award the LOA within 15 days from the conclusion of eRA.	RFS clause shall prevail.
VIII	Saatvik Green Energy Pvt Ltd	1. RFS: Clause 3.1, Page 45	--	--	Given our status as a solar panel manufacturing company, we request to revised the current net worth requirement to Rs. 38,52,000 per MW of the quoted capacity, as on 31.03.2024 ( Networth Certificate will be required duly certified by practicing chartered accountant with UDIN no. ) prior to the bid submission deadline.  Considering the present net worth requirement a significant challenge for us. While we are committed to delivering quality services, our business model may not yield high profitability margins typical of other industries.  Therefore, we kindly request that the net worth clause be revised to accommodate companies like ours.  Specifically, we propose considering provisional balance sheets authorized by a Chartered Accountant prior to the bid submission deadline as a valid measure of financial stability.	In relation to the Bidder's request to reduce the net worth requirement, no change is required.  Regarding the Bidder's request to utilize FY 2023-2024 financials instead of FY 2022-2023 financials for the Bid submission, TUSCO/UPNEDA may entertain this request. However, it should be noted that FY 2023-2024 has recently concluded, and bidders may not have completed their audits. Thus, it remains uncertain whether they can furnish audited financials for FY 2023-2024. If FY 2023-2024 financials are to be considered, Bidders may be required to submit unaudited financials (supported by a Chartered Accountant's statement validating the accuracy of the unaudited financials), with the condition that audited financials must be submitted upon being declared the Selected Bidder.
		2. RFS: Clause 2.2, Page 51	--	--	As the Solar Park charges involved in the project combined with the financial guarantees asked. Also the location has lesser irradiation as compared to states like Gujarat, Rajasthan etc. the annual generation output also becomes less leading to high tariff. Hence, we kindly request an adjustment to the minimum tariff from 2.70/kWh to 3.10/kWh.	Response to this query shall be notified at least 15 days prior to bid submission due date
		3. RFS: Clause 11.1, Page 27	--	--	Request to please consider the Performance Guarantee up to 13 Lacs/MW	RFS clause shall prevail.
		4. RFS: Page 12	--	--	We kindly request a reduction in the upfront solar park charges from 36 Lacs/MW to 15 Lacs/MW. Also request to kindly define the PPP Charges defined in charges (0.85% of PPP Transaction Value)	Park charges shall be notified 15 days prior to bid submission due date.
		5. RFS: Page 50	--	--	We kindly request to arrange Block wise reverse auction for all the 12 Block's, as bidder quoting multiple block and there will be a variation in each land parcel.	An addendum shall be issued in this regard .
		IX	Solar World Energy Solution Pvt Ltd.	1. RFS: Financial Eligibility criteria 33.1 Network	The Net Worth of the Bidder should be equal to or greater than INR 95,20,000 (Indian Rupees Ninety-Six Lakh Twenty Thousand) per MW of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 22-23, if available, or as on the Day at least (seven) 7 Days prior to the bid submission deadline	--
		2. RFS: 7.1	As per the site visit the land is slightly undulated at some places	--	Request you to kindly clarify the scope of leveling and grading of land as land development is in SPPD scope	Leveling and grading of land is in SPD scope.
		3. RFS: Solar Park Charges	Clause No. 8 Page no.122	--	Request you to kindly reduce the charges mentioned in the tender document to obtain feasibility.	Park charges shall be notified 15 days prior to bid submission due date.
		4. RFS: Ceiling Tariff	at INR 2.70/ kWh for 25 years	--	Request you to remove the ceiling tariff for the more participation in the tender	Response to this query shall be notified at least 15 days prior to bid submission due date
X	Rising Sun Energy Pvt Ltd	1. RFS: Bid Information Sheet – Point (I) Performance Bank Guarantee	..... In favour of Uttar Pradesh New & Renewable Energy Development Agency (UPNEDA), <b>along with the response to RfS</b>	--	It is understood that the PBG is not required to be submitted along with the response to RfS. Please confirm.	An addendum shall be issued in this regard.
		2. RFS: Section III – Instructions to Bidders – Point 15	<b>Scheduled Commencement of Supply Date (SCSD) shall be the date on which the commissioning certificate is issued upon successful commissioning of the complete capacity of the Project</b> allotted to individual SPD	--	As per the draft PPA, COD is defined as 'shall mean the date as defined in the commissioning certificate or in line with the provisions of the Grid Code'.  By these two definitions, both SCSD and COD are referring to the date mentioned in the commissioning certificate. As per our understanding SCSD may or may not be the date mentioned in the commissioning certificate and is normally derived based on provisions of the PPA in terms of effective date and any extensions awarded on account of certain events. Please clarify.	An addendum shall be issued in this regard.
		3. RFS: Section IV – Qualifying Requirements for Bidders – Point 3.7	In case the response to RfS is submitted by a Consortium, then the financial requirement (Net-Worth requirements, if applicable) to be met by each Member of the Consortium <b>shall be computed in proportion to the equity commitment made by each of them in the Project Company</b>	--	It is usually seen that in case of consortiums, the consortium members have an arrangement where in one entity is required to infuse only a small portion of the required promoter contribution for a larger equity stake, with the majority of the money coming from the other investor in instruments other than pure equity. Thus, applicability of the Net Worth criteria on the minority shareholder should not be applicable in such a scenario as they are practically not going to infuse a lot of money for the project. Therefore, in case is a consortium request for allowing the Net Worth criteria to be met independently by the Lead Member of the consortium or cumulatively by the consortium members.	RFS clause shall prevail.
		4. RFS: Section V – Bid Evaluation and Selection of Projects – Point 2.1 (b)	Bidders shall be required to respond to any clarifications/ additional documents sought by UPNEDA <b>within five (5) Days from the date of such intimation from UPNEDA.</b>	--	Request for this to be modified to five (5) <b>Working</b> Days from the date of such intimation from UPNEDA as there may be public holidays within the permitted 5 day period.	RFS clause shall prevail.

S. No	Name of bidders	Existing Clause	Proposed Modification/clarification	Justification from Bidder	UPNEDA Response
	5. RFS: Section VI – Other Provisions – Point 4. Scope Matrix	Land Levelling	--	It is observed that there are many trees, shrubs, etc. currently present on the proposed land to be provided to the developers. Please indicate in who's scope the removal of these trees, shrubs, etc. would be. Further, please indicate the status and requirement of obtaining approvals/clearances from government authorities for removal of these. If in case any approval/clearance is pending to be obtained, in who's scope are they envisaged.	Any tree situated on any Private or Government Land (within project area) will require tree cutting permission from forest department. The permission will be given by Divisional Forest Officer (DFO) in concurrence to the Nodal Officer/Head of Forest (HOF), Lucknow.  The SPD will be responsible for cutting of trees and obtaining all permissions related to it. The SPPD will assist the SPD on best effort basis.
	6. PPA: Article 1 – Definitions and Interpretation – Expiry Date	shall mean the date occurring twenty-five (25) years from the SCSD or from the rescheduled date of commencement of supply to the extent of extension given by UPPCL on the grounds which are beyond control of the SPD	--	It is understood that SCSD is a derived date based on the provisions of the PPA and may or may not be same as start of operations of the full capacity of the project. Accordingly, request the PPA period to be 25 years from COD of the project, that is from the actual start of operations of the full capacity of the project.	PPA clause shall prevail.
	7. PPA: Article 4 – Point 4.5.1	The Declared Annul CUF by the SPD shall in no event, be less than 19% (nineteen percent). In case of revision in Declared Annual CUF, the revised Declared Annual CUF shall, <b>in no case, be lower than the originally committed value.</b>	--	Does this mean that a downward revision in the Declared Annual CUF is not permitted. If that is the case then the clause is too stringent and is unnecessary in light of the other restriction that the Declared Annual CUF cannot anyways be lower than 19%. Accordingly, request to delete this provision. It is noted that in case the clause is not deleted then it would unnecessary lead to underestimation of the declared Annual CUF by the developers.	Response to this query shall be notified at least 15 days prior to bid submission due date.
	8. PPA: Article 4 – Point 4.11.1 and Point 4.11.2	Grid unavailability <b>beyond 175 hours</b> in a Contract Year (as defined in Article 1)	--	A deduction of 175 hours (more than 7 days in an year) is too stringent and should be reduced. It is not that in the recently issued 'DRAFT DETAILED PROCEDURE FOR MANAGEMENT OF RE CURTAILMENT FOR WIND AND SOLAR GENERATION', this deduction has been indicated to be 50 hours.	Response to this query shall be notified at least 15 days prior to bid submission due date.
	9. PPA:	Reduced off-take <b>beyond 175 hours</b> in a Contract Year (as defined in Article 1)	--		Response to this query shall be notified at least 15 days prior to bid submission due date.
	10. PPA: Article 4 - Point 4.11.3	For claiming compensation, the SPD must sell their power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of	--	It may be practically difficult for the developers to be able to inject and sell the power from the project in the power exchange in case of these scenarios as there might be time lag between intimation of such a scenario and the developer being able to make an arrangement for sale of such power in the exchange.  Thus, request to kindly remove this condition as it completely nullifies the compensation being proposed in this clause.	Response to this query shall be notified at least 15 days prior to bid submission due date.
	11. PPA: Article 10 – Point 10.3.3	The SPD shall open a bank account at <b>Lucknow, Uttar Pradesh for (the "SPD's Designated Account")</b> all Tariff payments (including Supplementary Bills) to be made by UPPCL to the SPD, and notify UPPCL of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill.	--	The developers usually avail debt facilities from a lender for part financing the project cost. As part of the financing agreements with the lender a Trust and Retention Account (TRA) is opened with a bank for all cashflows of the projects including receivables under the PPA. Some of these banks with whom these TRA are opened, require submission of original hard copies of any payment instructions from the TRA. Thus, there might be operational issues for a developer based out of another city other than Lucknow in operations of a TRA based in Lucknow. Therefore, for the ease of operations of the TRA it is requested that the <b>SPD's Designated Account</b> should be allowed to be opened anywhere in India.	Response to this query shall be notified at least 15 days prior to bid submission due date.
	12. PPA: Article 10 – Point 10.4.8	<b>In case of difficulty in opening of the Letter of Credit, the SPD may pay in advance through electronic mode</b> for an amount equivalent to the weekly bill either on estimated basis or on the basis of previous six (6) Months average bill and inform the same to the respective Load Dispatch Centre (LDC), in such case also LDC shall schedule the power to the SPD.	--	The Letter of Credit is being opened by the SPPD in favour of the SPD. Relevance of this clause is not clear.	An addendum shall be issued in this regard.
	13. PPA: Article 12 – Point 12.2.6	The SPD shall, <b>within thirty (30) days of the coming into effect of the recovery of impact of Change in Law, furnish all relevant documents along with the details of calculation to the Appropriate Commission for adjustment</b> of the amount of the impact in the monthly Tariff or charges.	--	There might be a scenario that within thirty days of the coming into effect of the recovery of impact of Change in Law, the developer is not able to furnish all relevant documents along with the detailed calculations to the Appropriate Commission for adjustment of the amount of the impact in the monthly Tariff. This is usually seen when the increase in cost due to the change in law event is incurred over the construction period (spanning multiple months). In such a scenario the actual total impact due to change in law in monthly tariff can only be computed once the entire project cost due to the change in law is incurred. Thus, at the time of coming into effect of recovery of impact of change in law, documents and calculations may be possible to be provided only based on estimates. Clause should be modified to cover this scenario.	PPA clause shall prevail.
	14. PPA: Article 12- Point 12.2.8	After the adjustment of the amount of the impact in the Tariff or monthly charges under Article 12.2.7, the SPD, shall adjust the Tariff or monthly charges annually based on actual amount recovered, <b>to ensure that the payment to the affected party is not more than the yearly annuity amount.</b>	--	Here reference to 'yearly annuity amount' is not clear. How is it determined and by whom.	Appropriate Commission approves the Annuity Model
	15. PPA: Article 12 – 12.2.9 and 12.2.10	Further, at the time of raising of first (1st) monthly Tariff payment bill, SPD shall be required to provide a <b>statutory auditor certificate</b> supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 12.  Any notice service pursuant to this Article 12.2.2, shall provide, amongst other things, precise details of the Change in Law and its effect on the Project Cost, supported by documentary evidence including Statutory Auditor Certificate to this effect so as to establish one to one correlation and its impact on the Project Cost.	--	Sometimes it is difficult to obtain such certificates from statutory auditors like the Big Four firms who do not agree to issue such certificates as apart of their scope of being auditor of the company. Thus, request for certificates form independent Chartered Accountants to also be allowed for the purpose if these clauses.	Response to this query shall be notified at least 15 days prior to bid submission due date

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		16. PPA: Article 12 – Point 12.2.11 "Project Cost" wherever applicable under this Article, shall mean the cost incurred by the SPD towards supply and services only for the Project concerned, <b>upto the actual date of Commencement of Power Supply from the last part capacity or upto the SCSD/extended SCSD, whichever is earlier.</b> For example, in case the date of actual Commencement of Power Supply from the last part capacity is 15.04.2024, SCSD is 15.03.2024 and extended SCSD is 01.04.2024, the Project Cost shall be determined as the cost incurred by the SPD upto 01.04.2024.	--	The current clause is stringent and unfair as it restricts the cost incurred till the date of extended SCSD. It is seen that a part of the project cost is usually incurred post commissioning of the project (eg., part of the payments to EPC contractors are based on Performance Guarantee tests done after the commissioning of the entire project capacity). In such a scenario the developer would not be able to claim genuine costs incurred towards the project. Accordingly, claims till incurrence of entire project cost towards the designed capacity of the project should be allowed.	PPA clause shall prevail.
		17. PPA: Article 5 – Point 5.8 C) In case the SPD fails to achieve this milestone, and provided that <b>the delay was not attributable to the SPD</b> and further provided that UPPCL has not granted an extension to the SPD in this regard..	--	Please check as there seems to be an error in this	Reference to Clause 5.8 is incorrect, hence, the query is unclear.
<b>XI</b>	<b>JSW Energy Ltd</b>	1. RFS: Section-III 2.2 (c) In this step, evaluation will be carried out for each Project separately based on tariff quoted by Bidders. Tariff has to be less than or equal to INR 2.70/ kWh separately for each project. Those bids where tariff quoted for any of the project is more than INR 2.70/ kWh, shall be summarily rejected.	Tariff ceiling be removed.	<b>Due to the following issues/ concerns, the tariff ceiling of Rs 2.70/ kWh is not viable and should be removed for the success of this bid:</b>  1) <b>Current Available Opportunities:</b> Recently in NTPC solar bid (Tranche-II), the tariff of Rs 2.60/ kWh was discovered. Considering the procurement from the same, the lended cost of the above power to UPPCL would be <b>~Rs 3.10/ kWh to Rs 3.20/ kWh</b> (considering 10 paise losses and 25% ISTS charges beyond June, 2025). 2) <b>Higher tariff due to low radiation:</b> The Jhansi solar park has solar irradiation of ~1837 kWh/m2 as compared to ~2090 kWh/ m2 in Jaisalmer, Rajasthan. This leads to ~2.5% to 3% reduction in CUF of solar projects, that is about 35 to 40 paise/ unit. 3) <b>Higher tariff due to solar park charges:</b> The solar park charges in the current bid is ~Rs 40 Lakhs/ MW. Considering the self-development, this cost is about Rs 35 Lakhs/ MW higher which leads to an additional impact of 30 paise/ unit on tariff. Considering point nos. 2 & 3, a Rs 2.60/ kWh normalised tariff would increase to Rs 3.30/ kWh just because of low irradiation and higher solar park charges. Further, there are additional difficulties which will increase tariff such as: 4) Land is undulated, levelling and grading of which is under SPD's scope 5) Land parcels to be allocated are non-contiguous, resulting in increase of transmission line and boundary wall lengths and security costs, etc.	Response to this query shall be notified at least 15 days prior to the bid submission due date
		2. RFS: Section-III 8.4 (a) Generation Compensation = (Tariff X Solar power (MW) offered but not scheduled by Procurer) X 1000 X No. of hours of grid unavailability	Generation Compensation = (Tariff X <b>Solar power (MW) offered and scheduled by the generator in advance</b> ) X 1000 X No. of hours of grid unavailability	Although the generator provides forecasting schedule in advance, but the settlement of energy in intrastate is based on the actual energy generated and metered at the delivery point. Therefore, schedule by the Procurer in case of intrastate supply is not applicable.	RFS clause shall prevail.
		3. RFS: Section-III 13.1 (i) The SPDs/SPGs shall achieve Financial Closure within 09 (Nine) months from the Effective Date of the Power Purchase Agreement (PPA).	The SPDs/SPGs shall achieve Financial Closure <b>uptill the date as on six (6) months prior to SCSD.</b>	The sought amendment is as per the MNRE bidding guidelines, which is providing ~18 months from PPA Effective Date.	Response to this query shall be notified at least 15 days prior to the bid submission due date
		4. RFS: Section-III 13.2 (a) The SPD shall execute Land Right to Use Agreement, Implementation and Support Agreement (as applicable) with the SPPD (TUSCO) for allotment of land as per SPPD Terms & Conditions and possession of the land/plot in the solar park as mentioned in the LOA.	The SPD shall execute <b>Land Sub-lease Agreement</b> , Implementation and Support Agreement (as applicable) with the SPPD (TUSCO) for allotment of land as per SPPD Terms & Conditions and possession of the land/plot in the solar park as mentioned in the LOA.	Land should be sub-leased to the SPD instead of handover via Right to Use Agreement as it would be difficult to source lending for the project through Right to Use Agreement.	RFS clause shall prevail.
		5. RFS: Section-III 14.2 (a) The Scheduled Commencement of Supply Date (SCSD) for commissioning of the full capacity of the Project shall be the date as on eighteen (18) months from the Effective Date of the PPA.	The Scheduled Commencement of Supply Date (SCSD) for commissioning of the full capacity of the Project shall be the date as on <b>twenty-four (24) months</b> from the Effective Date of the PPA. <b>Suitable extension in SCSD subsequent to delay in land handover, evacuation readiness, tariff adoption, and any other situation arising due to Force Majeure and/ or Change in Law eventuality shall be granted.</b>	The sought amendment is as per the MNRE bidding guidelines.	RFS clause shall prevail.
		6. RFS: Section VIII 8.1 (4) Jhansi Solar Park Success Fee Charges = 0.85% of PPP Transaction Value	--	PPP Transaction Value be intimated upfront, as it is required for project cost estimation.	Jhansi Solar Park Success Fee charges shall be notified atleast 15 days prior to bid submission due date.
		7. RFS: Section-VI 4 <b>Scope Matrix:</b> The scope matrix indicating roles and responsibilities of SPPD and SPD are indicated on the table below: -	Need clarification and retention of above clause.	The bid document is very clear in defining the scope of responsibility for construction of internal power evacuation, i.e. 2 nos. of 33/ 220 kV PSS and 220 kV dedicated transmission lines from these PSS to GSS in the scope of SPPD, i.e. TUSCO Ltd. <b>Internal Power Evacuation Infrastructure</b> is well defined in the para 26 of Section-I (Definition of Terms) of the RfS.  However, during the prebid meeting dated 01/04/2024, it seems there was a confusion on the scope of development of internal power evacuation infrastructure. Referring to the above clause, please confirm and clarify that the scope of building the above infrastructure is the role and responsibility of the SPPD only.	The construction of internal power evacuation, i.e. 2 nos. of 33/ 220 kV PSS and 220 kV dedicated transmission lines from these PSS to GSS in the scope of SPPD. SPD has to (i) develop and maintain the required 33 kV infrastructure to connect the Block to PSS, (ii) develop and maintain 33kV switching substation at Motikatra (iii) develop and maintain the transformer bays, incoming and outgoing feeders and 33 kV switchgears forming part of the PSS Substation;

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		8. RFS: Section VIII 8.1 (3) & 8.3 (1)	8.1 (3): ... Advance Land-lease rent charges in lieu of Land lease rent up to 10 years - INR 10.5 lakh/MW  8.3 (1): ... Annual Land Lease Charges after 10 years - INR 1.215 Lakh/MW (With first 5% escalation after two years and all subsequent 5% escalations to be after every three year)	As per <b>UP Solar Energy Policy-2022</b>  <b>6.3 Facilitation for Government Land/Space</b> ... 6.3 (e) Land will be provided on lease to private sector at rate of Rs. 15000 per acre per year for a period of 30 years...	Request you to align land charges as per the UP Solar Energy Policy-2022, i.e. <b>30 years lease @ Rs 15000/ acre/ year.</b>  We also request you to take the lease rental on an annual basis as upfront cost for 10 years would lead to initial cash outflow and reduction in return, and therefore would lead to increase in tariff.	The Jhansi solar park has a mix of private and government land. The government land is provided to TUSCO at rate of INR 1 per acre per annum (instead of INR 15000 per acre per annum) in compliance with UP solar policy 2022. However, the private land is also considered for the solar park and the land charges are prescribed accordingly.  No change in provision of RIS is required.
		9. --: --	Additional Input	As per UP Solar Energy Policy-2022 9.1.4 Incentives: For grid connectivity of Standalone Solar Power projects of capacity 5 MW and above proposed to be set up in Bundelkhand and Purvanchal region, State Government will bear the cost for construction of maximum transmission line length as follows: ... - For >10 megawatt to 50 megawatt capacity -15 Kilometer - For >50 megawatt capacity - 20 Kilometer - Project developer may construct the transmission line on its own or through UPPTCL on deposit basis. This subsidy incentive will be provided by Nodal agency on reimbursement basis to Project developer after construction of transmission line, commissioning and on achievement of COD of Project...	As per UP Solar Energy Policy-2022, the cost pertaining to the construction of transmission lines is to be reimbursed to the developer post commissioning. The above may be considered by SPPD and the reimbursed amount should be reduced from the proposed park charges. Reduction of such charges will help in rationalising the quoted tariff by the bidder.  Kindly also clarify that the above incentive is available on 33 kV cable line of SPD delivering power till PSS under the UP Solar Energy Policy-2022.	i) Park charges to be notified 15 days prior to bid submission due date.  ii) The incentives prescribed in the Uttar Pradesh Solar Energy Policy - 2022 will be provided to the extent applicable to the type of project and provided that the bidder satisfies the eligibility criteria under the Uttar Pradesh Solar Energy Policy - 2022. SPD has to seek such incentives from the concerned authority.
		10. --: --	Additional Input	As per UP Solar Energy Policy-2022  <b>13. Incentives &amp; Facilities available to Solar Power Projects</b>	As per UP Solar Energy Policy-2022, incentives in the form of 100% exemption on Stamp Duty, exemption in Electricity Duty till 10 years of project from COD, etc. are to be provided.  Kindly provide your confirmation on the same.	The incentives prescribed in the Uttar Pradesh Solar Energy Policy - 2022 will be provided to the extent applicable to the type of project and provided that the bidder satisfies the eligibility criteria under the Uttar Pradesh Solar Energy Policy - 2022. SPD has to seek such incentives from the concerned authority.
		11. --: '--	Additional Input	Flood data, soil data, environmental assessment report, topographical and geographical details to be provided upfront.	An addendum will be issued in this regard .	
	<b>Reliance Industries Ltd</b>	1. RFS: SECTION I - DEFINITIONS OF TERMS - Point 38 - Page 12	The losses in the common transmission system up to the injection point shall be apportioned to the individual projects for the purpose of billing. In such case, it shall be responsibility of the SPD or the Lead SPD to obtain and furnish the meter reading jointly by the SPD and any Indian Governmental Instrumentality (if applicable)	--	a. Bidder request to define the transformer losses to be considered while apportioned for individual projects. B. Bidder request to design the transmission line losses to be considered while apportioned for individual projects. C. Bidder request to confirm if any metering, CT, PT cost to be considered in SPD scope in the 33kv/220kV pooling Substation.	a) Transformer losses of 125MVA to be considered as per the attached GTP. b)Line Lengths: 220kV D/c PSS1 – GSS: 5.76 km 220kV D/c PSS2 – GSS: 0.458 km Conductor details for both lines: Type of Conductor – ACSR Zebra Configuration – Double Circuit Vertical ( Single Zebra c) Installation of ABT meters in 220kV Line at GSS shall be in STU's scope a) SPD shall install accurate meter along with respective CT and PT at the 33kV. This is essential for apportioning of Power. b) Individual SPDs to consider separate metering panel in their scope..
		2. RFS: SECTION I - DEFINITIONS OF TERMS - Point 38 - Page 12	All expenses including wheeling charges and losses between the Project (including the Internal Power Evacuation Infrastructure) and the Delivery Point shall be paid by the SPD without any reimbursement by UPPCL. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Delivery Point shall be borne by UPPCL as per the regulation notified by the Appropriate Commission from time to time;	--	a. We do not foresee any wheeling charges between the projects. Please confirm.	No wheeling charges shall be applicable.
		3. RFS: SECTION V - BID EVALUATION AND SELECTION OF PROJECTS - Page 51	In this step, evaluation will be carried out for each Project separately based on tariff quoted by Bidders. Tariff has to be less than or equal to INR 2.70/ kWh separately for each project. Those bids where tariff quoted for any of the project is more than INR 2.70/ kWh, shall be summarily rejected.	--	Given the park charges Rs. 2.70/kWh is a very tight target. Bidder request to increase the ceiling tariff .	Response to this query shall be notified at least 15 days prior to the bid submission due date
		4. RFS: SECTION V - BID EVALUATION AND SELECTION OF PROJECTS - Page 51	In this step, evaluation will be carried out for each Project separately based on tariff quoted by Bidders. Tariff has to be less than or equal to INR 2.70/ kWh separately for each project. Those bids where tariff quoted for any of the project is more than INR 2.70/ kWh, shall be summarily rejected.	--	It is mentioned as evaluation will be carried out for each project separately based on tariff. A. Should we bid separate tariff for each projects? B. Is there a Bid format to fill separate tariff? Else Bidder request to provide a price bid format to fill separate tariff. C. In this case of separate tariff for each project, will the reverse auction be separate for each project? Please clarify.	(c) Tariff quoted by the bidder has to be less than or equal to INR 2.70/ kWh. Those bids where tariff quoted by the bidder is more than INR 2.70/ kWh, shall be summarily rejected.
		5. RFS: REVERSE AUCTION (STEP - 3) Page 51	--	--	In this case of separate tariff for each project, will the reverse auction be separate for each project? Please clarify.	(c) Tariff quoted by the bidder has to be less than or equal to INR 2.70/ kWh. Those bids where tariff quoted by the bidder is more than INR 2.70/ kWh, shall be summarily rejected.
		6. RFS: SECTION VI - OTHER PROVISIONS - Section 6. Page 58	The drainage shall be planned according to the final contour of the area after finalizing/attaining the modified levels after the required cutting, filling & leveling work. There will be main storm drain along the Roadside which will receive inflows from the different blocks drainage system. The grade/ gradient shall be planned keeping in view of the NSL as well as the existing n	--	a. Bidder request to clarify if the main drain in side the soalr park is in SPPD scope? B. Bidder request to show the main drainage plan in the layout	Entire drainage system within the Project boundary shall be provided by the SPD. The discharge from the project boundary shall be arranged by SPPD.  The detailed drainage assessment has been carried out and the results are provided in the Hydrology report. An addendum will be issued in this regard .  The report has been prepared by M/s SgurrEnergy India. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not make any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained in the report. Each bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the report and seek independent advice. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not accept any liability of any nature whatsoever, whether resulting from negligence or otherwise, arising from reliance of any bidder upon the statements contained in the report..
		7. RFS: Format 7.11 Page 95	--	--	Please confirm if this is mandetory to be filled	Yes it is mandatory to be submitted

S. No	Name of bidders	Existing Clause	Proposed Modification/clarification	Justification from Bidder	UPNEDA Response
XII	8. RFS: SECTION - VIII DETAILS OF SOLAR PARK - Section 5.5 Page 120	The SPD shall not be entitled to any deemed generation in case of any delay in connectivity to the Project.	--	in case of any delay in connectivity to the project, the bidder (SPD) shall be entitled to deemed generation in case of the generation plant is ready for power export.	RFS clause shall prevail. In case of delay in connectivity, the SCSD would be extended for such period as per bid documents.
	9. RFS: SECTION - VIII DETAILS OF SOLAR PARK - Section 6 Page 120	Allotment of Plot in Solar Park	--	It is mentioned as evaluation will be carried out for each project separately based on tariff. A. Should we bid separate tariff for each projects? B. Is there a Bid format to fill separate tariff? Else Bidder request to provide a price bid format to fill separate tariff. C. In this case of separate tariff for each project, will the reverse auction be separate for each project? Please clarify. d. Please confirm if each project size is 50MW AC?	(c) Tariff quoted by the bidder has to be less than or equal to INR 2.70/ kWh. Those bids where tariff quoted by the bidder is more than INR 2.70/ kWh, shall be summarily rejected.
	10. RFS: Layout Page 121	Layout	--	Bidder request to a. Please Provide Autocad Layout of the over all solar park b. Please Provide demarcation between each project plots c. Please Provide details of the park drainage system d. Please Provide evacuation cable routing between Project Plot and the pooling substation. e. If any ROW issues in the land or in the 33kV evacuation cable route shall be in SPPD scope. Please confirm. f. Bidder request to provide the contour mapping of the project plots.	a, b) An addendum shall be issued in this regard. c) Entire drainage system within the Project boundary shall be taken care by the SPD. The discharge from the project boundary shall be arranged by SPPD. The detailed drainage assessment has been carried out and the results are provided in the Hydrology report. An addendum will be issued in this regard . d,e) The development 33kV cable with RoW till PSS is responsibility of SPD f) Topography survey has been carried out by M/s SgurrEnergy India and the results will be shared. An addendum will be issued in this regard. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not make any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained in the report. Each bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the report and seek independent advice. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not accept any liability of any nature whatsoever, whether resulting from negligence or otherwise, arising from reliance of any bidder upon the statements contained in the report.
	11. RFS: SPD Scope Matrix Page 57	Construction of Boundary Wall/ Fencing for each Plot/project	--	a. Bidder request to confirm if bidder wins more than one plot can we avoid individual fencing? Can we have one overall fence? B. Can the main solar park fencing be considered as Project fencing where ever available?	SPPD is responsible for fencing of the outer boundary of the park while SPD has to fence their respective blocks. If SPD is allocated multiple adjoining blocks, SPD can choose to build common/combined fence wherever possible.
	12. ISA: 6.1. (g) Page 21	provide water supply infrastructure in every 50 MW block through one water point as per MNRE Scheme for Development of Solar Parks and Ultra Mega Solar Park. Further distribution grid from the water point to be developed by SPD. Cost and expenses towards extraction and supply of water to be borne by SPD;	--	a. It is mentioned that SPPD will provide water for construction and O&M at each Project plot. Please confirm. b. Bidder request to indicate the water inlet point in each project plot. c. Bidder request to specify the cost of water if any. d. Bidder request to confirm the quantity of water that would be supplied by SPPD on daily basis.	a)TUSCO shall provide one water point for every 50 MW block. The other arrangements for supply of water from the water point including treatment plant, distribution network and extraction of water shall be taken care by the SPD. b) Water inlet will be the water point provided by TUSCO. c) The charges will be as per CGWA regulations and has to paid to CGWA by SPD. For more information: visit this website: <a href="https://cgwb.gov.in/ground-water-regulation">https://cgwb.gov.in/ground-water-regulation</a> . d)Water supply calculations are duly provided in the Groundwater Assessment report. An addendum shall be issued in this regard. The report has been prepared by M/s SgurrEnergy India. UPNEDA, and TUSCO including their employees and advisors, do not make any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained in the report. Each bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the report and seek independent advice. UPNEDA, TUSCO and Sgurr, including their employees and advisors, do not accept any liability of any nature whatsoever, whether resulting from negligence or otherwise, arising from reliance of any bidder upon the statements contained in the report.
	13. ISA: 6.2. (n) Page 22	develop and maintain the required 33 kV infrastructure to connect to the Pooling Substations, including developing and maintaining the transformer bays, incoming and outgoing feeders and 33 kV switchgears forming part of the Pooling Substations;	--	a. Transformer bay, 33kV Switchgear and substations are built and maintained by SPPD. This is shall not be in SPD scope. Please confirm. B. Bidder request to confirm in detail the scope of SPD in the pooling substation if any.	a) PSS including 220kV switchyard, 3x 125MVA transformers and 33kv Switchgear panels are in SPPD scope. b) Scope of SPD in PSS - 33kV cables from individual solar plant shall be terminated in the corresponding 33kV switchgear panels - 33kV metering along CT/PT Lead SPD shall ensure following in their scope - SCADA from individual 50MW power plant (under the scope of individual SPD) shall be integrated with a central SCADA at PSS (with master PPC). This SCADA shall integrate with SAS at PSS end to transfer data to/ from SLDC
	14. ISA: 6.2. (n) Page 22	develop and maintain the required 33 kV infrastructure to connect to the Pooling Substations, including developing and maintaining the transformer bays, incoming and outgoing feeders and 33 kV switchgears forming part of the Pooling Substations;	--	a. It is mentioned that the 33kV Cables from each project plot to the Pooling substation shall be in SPD scope. Bidder request to confirm the cable route in the plot plan. B. Bidder request to confirm the number of incomers and cable sizes that can be accomodated in the pooling substation. c. Please confirm if the 33kV cable tray shall be provided by the SPPD? Please specify the dimensions and specifications of the cable tray if any.	a) Bidder to refer to the Park layout for 33KV cable route. b) Two number of incomers will be available for each 50MW block. Bidder to refer the park layout for 33kV length and size the cable accordingly. c) 33kV trays inside 33kV switchgear room is in the scope of SPPD. Cable tray details shall be shared during detailed engineering.