

RfP No: 04/UPNEDA/GRID Connect/RfP/2018, dated:14.01.2019

Response to Queries/Suggestions received from Bidders

S.No.	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
1	AVAADA	SECTION 2: INFORMATION AND INSTRUCTION TO BIDDERS:	SECTION 2: INFORMATION AND INSTRUCTION TO BIDDERS: 2.13 Bid submitted by a Bidding Company The Bidding Company should designate one person to represent the Bidding Company in its dealings with UPNEDA / Procurer. The person so designated shall be authorized through a Board resolution (as per Format 4.5) to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Bidding Company, etc. 2.31 Method of Submission-2.31.3. All pages of the Bid, except for the EMD (Format 4.6), and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid.	Kindly allow multiple authorised signatories to represent the Bidding Company severally authorised through Board Resolution, Power of Attorney. The signatories as authorised can perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Bidding Company, etc.	As stipulated in the RfP document.

SECTION 2.22

2.22 Bidding Process
(B) Format and Signing of Offer
(V) The e-tender prepared and uploaded by the Bidder shall comprise the following components
g) Power of Attorney of the Bidder, for the person representing his Company/Firm/ Corporation, that he is authorized to discuss and with specific mention of this e-tender

As stipulated in the RfP document.

2	AVAADA	INFORMATION AND INSTRUCTION TO BIDDERS:	2.28.3. Part Commissioning In case of Solar PV projectsHowever, the SCD will not get altered due to part commissioning, Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 years from the SCD.	PPA term of 25 years from the date of actual commissioning of full capacity as per the PPA may kindly be allowed.	As stipulated in the RfP document.
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3	AVAADA	<p>FORMAT 4.9: ENCLOSURE – 1 : DRAFT PPA Article 3: CONDITIONS SUBSEQUENT TO BE SATISFIED BY THE SELLER /PROCURERS:</p>	<p>3.1 Satisfaction of conditions subsequent by the SPP /Seller 3.1.1. (c) The SPP shall have achieved Financial Closure within 12 (twelve) months of signing of this PPA and has provided a certificate to UPNEDA from the lead banker to this effect or In case the funds have been arranged from its internal resources a Board Resolution certifying the same shall be submitted by the bidder. ; Failing the aforesaid, liquidated damages will be levied as mentioned in clause 3.2.1 unless the delay is not owing to any action or inaction on the part of the SPP or caused due to a Force Majeure. Extension for the attainment of financial closure may be considered by UPNEDA, on the sole request of SPP, on the payment of penalty as mentioned in 3.2.1. This extension will not have any impact on the Scheduled Commissioning Date. Any penalty paid so, shall be returned to the SPP without any interest on achievement</p>	<p>The penalty on extension for attainment of FC are quite high, we propose the following-</p> <p>Extension for the attainment of Financial closure may be considered by UPNEDA, on the sole request of SPP, on payment of Rupees Ten Thousand per MW per day (Rs. 10,000/MW/day) per project through DD/RTGS. This extension will not have any impact on the Scheduled Commissioning Date. Any penalty paid so, shall be returned to the SPP without any interest on achievement of successful commissioning within the Scheduled Commissioning Date.</p>	<p>As stipulated in the RfP document.</p>
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4	AVAADA	<p>FORMAT 4.9: ENCLOSURE – 1 : DRAFT PPA Article 3: CONDITIONS SUBSEQUENT TO BE SATISFIED BY THE SELLER /PROCURERS:</p>	<p>3.1 Satisfaction of conditions subsequent by the SPP /Seller 3.1.1.(e) Within twelve months from the date of signing of PPA, the project developer has to submit the technical feasibility report which includes obtaining a letter from State Transmission Utility confirming technical feasibility of connectivity of the plant to STU substation along with execution of connection agreement. STU will confirm technical feasibility of connectivity of the plant to STU substation within one month of submission of application and required complete documents from the project developer.</p>	<p>For the projects coming in Bundelkhand region and Purvanchal region of the state of Uttar Pradesh, the SPP shall approach the State Nodal Agency UPNEDA for Consent on Grid Connectivity.</p>	<p>STU is to be approached for Grid connectivity .As stipulated in the RfP</p>
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5	AVAADA	<p>FORMAT 4.9: ENCLOSURE – 1 : DRAFT PPA Article 3: CONDITIONS SUBSEQUENT TO BE SATISFIED BY THE SELLER /PROCURERS:</p>	<p>4.1 SPP's Obligations</p> <p>4.1.1- The SPP undertakes to be responsible, at SPP's own cost and risk, for:</p> <p>d) Connecting the Power Project switchyard with the STU/ DISCOM Transmission Lines at the outgoing Terminal Bay of the Power Project switchyard (Delivery Point);</p>	<p>Please also add the following in 4.1.1 (d) as under;</p> <p>For the projects coming in Bundelkhand region and Purvanchal region of the state of Uttar Pradesh, the SPP shall approach the State Nodal Agency UPNEDA for Consent on Grid Connectivity. Expenditure on the construction of maximum transmission line length will be borne by Government of Uttar Pradesh as mentioned in the Solar Energy Policy of Uttar Pradesh 2017 as following:-</p> <ul style="list-style-type: none"> • For 05 to 10 Megawatt (MW) capacity - 10 Kilometer • For > 10 MW to 50 MW capacity -15 Kilometer • For >50 MW capacity - 20 Kilometer <p>Solar Project Developer/Seller will bear the remaining cost for construction of transmission line, bay and substation. This incentive will be available only in case of construction of transmission line and bay by State Transmission Utility (STU)/Electricity Distribution</p>	<p>Conditions mentioned in RfP prevail.</p>
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6	AVAADA	<p>FORMAT 4.9: ENCLOSURE – 1 : DRAFT PPA Article 3: CONDITIONS SUBSEQUENT TO BE SATISFIED BY THE SELLER /PROCURERS:</p>	<p>4.6 Right to Contracted Capacity & Energy</p> <p>4.6.2 In case the availability is more than 10% of the declared annual CUF, Solar Power Generator will be free to sell it to any other entity provided first right of refusal will vest with the Procurer(s). In case the Procurer purchases the excess generation, it will do so at 75% (seventy-five per cent) of the PPA tariff.</p>	<p>We hereby request you to purchase the excess generation at the PPA tariff.</p>	<p>It is as per MOP issued Tariff based Bidding Guidelines. As stipulated in the RfP document.</p>
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7	AVAADA	<p>FORMAT 4.9: ENCLOSURE – 1 : DRAFT PPA Article 10: BILLING AND PAYMENT:</p>	<p>10.3.3 Late Payment Surcharge</p> <p>In the event of delay in payment of a Monthly Bill by the Procurers sixty (60) days beyond its due date, a Late Payment Surcharge shall be payable by the Procurers to the Seller at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis. The Late Payment Surcharge shall be claimed by the Seller through the next Monthly Bill.</p>	<p>Kindly make Late Payment Surcharge applicable if bill is getting paid beyond thirty (30) days from its due date of payment.</p>	<p>As stipuated in the RfP</p>
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8	AVAADA	<p>FORMAT 4.9: ENCLOSURE – 1 : DRAFT PPA Article 10: BILLING AND PAYMENT:</p>	<p>10.3.4 Rebate</p> <p>For payment of any Bill within due date, the following Rebate shall be paid by the Seller to the Procurers in the following manner.</p> <p>a) Rebate of 2% shall be payable to the Procurers for the payments made in full upto due date</p> <p>b) For payment of Bill within one month from Due Date, a rebate of 1% shall be allowed for the payments made in full.</p>	<p>We propose the following;</p> <p>a) Rebate of 1% for the payments made before due date</p> <p>b) No rebate for the payments made from the date of due date of payment till 30 days beyond due date of payment</p> <p>c) Beyond 30 days from due date of payment Late Payment Surcharge shall be applicable</p>	Ammendement proposed
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9	AVAADA	<p>FORMAT 4.9: ENCLOSURE – 1 : DRAFT PPA Article 11: FORCE MAJEURE:</p>	<p>11.3 Force Majeure</p> <p>e) An event of force majeure affecting the concerned STU, as the case may be, thereby affecting the evacuation of power from the Delivery Points by the Procurers.</p>	<p>Request to also add the following in 11.3.1 (e) as under;</p> <p>For the projects coming in Bundelkhand region and Purvanchal region of the state of Uttar Pradesh, the responsibility of Connecting the Power Project switchyard with the STU/ DISCOM Transmission Lines at the outgoing Terminal Bay of the Power Project switchyard shall lie with the STU/ DISCOM.</p>	<p>As stipulated in the RfP document.</p>
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10	AVAADA	FORMAT 4.9: ENCLOSURE – 1 : DRAFT PPA Article 12: CHANGE IN LAW:	12.1.1 " The term Change in Law shall refer to the occurrence of any of the following events after the last date of the bid submission, including:	We request to add the following in 12.1.1- The Bidder shall consider all the prevailing taxes and duties applicable on the date of submission of Technical Bid while submitting the Bid for the Project(s). Any change in law pertaining to taxes and duties including Anti Dumping Duty / Countervailing Duty / Safeguard Duty as proposed on import of Solar PV modules after the date of submission of Technical Bid shall be to the account of UPPCL - the 'Procurer' and appropriate change in tariff, either increase or decrease in proportionate, due to the change in taxes and duties shall be as per clause 12.2 (Relief for Change in Law) of PPA	As stipulated in the RfP document.
11	AVAADA	FORMAT 4.9: ENCLOSURE – 1 : DRAFT PPA Article 10: BILLING AND PAYMENT:	10.4.9 Payment Security Fund	Would request to provide more details and modalities of use of this fund in providing payment security to SPPs	Payment security fund will be created at the UPPCL level to be used after LC. Funds will be provided by UPNEDA obtained in its budget from Govt of U.P. Conditions as per the RfP and PPA shall prevail.

12	Azure power	<p>Clause No. 12.1.1 of Article 12- Page No 132 of Rfp</p>	<p>The term Change in Law shall refer to the occurrence of any of the following events after the last date of the bid submission, including the enactment of any new law; or an amendment, modification or repeal of an existing law; or the requirement to obtain a new consent, permit or license; or any modification to the prevailing conditions prescribed for obtaining an consent, permit or license, not owing to any default of the Solar Power Generator; or any change in the rates of any Taxes,duties and cess which have a direct effect on the Project.</p>	<p>In the event that validity of Safeguard duty is extended beyond 29th July 2020, or a new duty like Anti-dumping duty/any other duty is imposed, at a later date, and we are procuring modules after 29th July 2020, would this event be covered under change in law and hence, will the SPD be eligible to claim the relief under Relief for change in law clause ? Please clarify.</p>	<p>Safeguard Duty has already been notified it will not be covered in change in Law . Conditions as in RfP will prevail .</p>
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13	Azure power	Clause No. 1.1.2- Page No 14 of Rfp	UPNEDA on behalf of UPPCL, will select solar power producer for setting up of minimum 5 MW capacity Solar PV Power Plants (total capacity 500 MW)	This clause can be amended as"UPNEDA on behalf of UPPCL will select solar power producer for setting up of minimum 50 MW capacity Solar PV Power Plants (total capacity 500 MW)."	As stipulated in the RfP document.
14	Azure power	Clause No. 2.1 - Page No 19 of Rfp	Qualification Requirements:	Please Add Technical Qualification Criteria:In order to ensure implementation of 500 MW solar projects, bidders with certain minimum past technical experience should be allowed to participate in the bid. Therefore, bidder should have experience of development of at least 50 MW Solar Project at single location in India and such project should be in operation for at least a period of 1 year as on date of RFP.	As stipulated in the RfP document.
15	Azure power	Clause No. 2.26 - Page No 36 of Rfp	Signing of PPA = LOA + 30 days	We would request you to amend it as follows:- Signing of PPA = LOA + 90 days	Amendment proposed.

16	Azure power	Clause No. 4.6.- Page No 36 of Rfp	Annual CUF -----% for the Project declared by the SPP at the time of submission of response to RfP,and modified to -----% CUF at the time of signing of PPA , shall remain unchanged for the entire term of the PPA.	Please amend it as follows:- Annual CUF -----% for the Project declared by the SPP at the time of submission of response to RfP,and modified to -----% CUF at the time of signing of PPA , shall be allowed to be revised once within 1 year of commissioning.	As stipuated in the RfP
17	NTPC		Extension in bid submission timeline		Bid timeline extended

18	NTPC	Title of RfP Document	The title of RfP document i.e., “Request for Proposal for procurement of 500 MW Power from Grid Connect Solar PV Power Projects through Tariff based Competitive Bidding Process (RfP No. 04/UPNEDA/GRID Connect/RfP/2018 dated 14.01.2019)” suggest for procurement of power from Grid connected Solar PV Power Project(s).	Participation by a Project Developer willing to set up Grid connected Floating Solar PV Power Project(s) on the water body in the State of Uttar Pradesh be allowed.	Ammendement proposed
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19	NTPC	<p>2.3.</p> <p>Capacity of each Project</p>	<p>The capacity of each Solar Power Projects shall be minimum 5 MW. Any Bidder can apply for minimum 5 MW and the maximum capacity for the project shall be 500 MW. The capacity of Solar PV Power Plant applied shall be in multiples of 5 MW. The said MW capacity should mean the AC capacity rating at the delivery point i.e. at the grid sub-station where the Project would be connected to, and accordingly the bidder can choose the DC rating of his solar field to meet the AC rating at the delivery point.</p>	<p>Whether Solar Power projects having minimum 5 MW capacity located at different location within UP and connected with different grid sub-station can be considered as a single project.</p> <p>Please clarify.</p>	<p>No .Project capacity is to be installed at a single location.</p>
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20	NTPC	<p>2.7.2</p> <p>Grid Connectivity</p>	<p>The responsibility of getting connectivity with the transmission system owned by the Discom/STU will lie with the Project Developer. The cost of the transmission line up to the “feed in substation” viz the point of interconnection where the metering is done shall be borne by the Solar Project Developer. This transmission line shall be constructed by the Project Developer. The entire cost of transmission including cost of construction of line, wheeling charges, and losses etc. as per applicable Regulations of the commission will be borne by the Project Developer and will not be met by the STU/Discom.</p>	<p>This provision is silent with respect to Right of Way permission. We are presuming that STU shall be taking care of the responsibility for Right of Way for the transmission line of the Project Developer up to the “feed in substation”. Kindly clarify.</p> <p>Please also clarify: Whether the proposed solar project located in Uttar Pradesh with connectivity from CTU will be allowed for participation based on connectivity from CTU to STU network.</p>	<p>STU does not provides connectivity for partial capacity.</p>
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21	NTPC	Clause No. 2.27.4	In case the STU is not in a position to provide connectivity to the proposed solar plant due to technical reasons within the timeframe decided in the connection agreement then there shall be no financial liability on either party.	In case, STU provides connectivity to the proposed solar project only to a capacity less than solar project's proposed capacity, whether solar project with reduced capacity as per the connectivity provided by STU shall be acceptable to UPNEDA / Procurer(s) without any financial liability on either party for balance capacity. Please clarify.	As connection of the transmission system to nearest "feed in substation" is responsibility of the developer same conditions shall apply. Yes as per the notification of Ministry of Power GOI No 23/12/2016-R&R dated 13/2/2018 Intersate transmission charges and losses on transmission of electricity through the interstate transmission system for sale of power by solar projects commissioned till 2022 is zero therefore connectivity from CTU to STU network will be allowed with the undertaking that in future if any Intersate transmission charges and losses are levied by Govt of India same will be borne at the level of Developer.
22	NTPC	Clause No. 2.27.5	In case the STU is not in a position to provide connectivity to the proposed solar plant at desired substation then the power purchase agreement shall be treated as infructuous without any financial liability on either party.		

23	NTPC	2.1.1	This Agreement shall be deemed to have come into force with effect from the date of signing of this agreement and shall remain in full force from the date of commissioning of last unit of the Solar PV Plant from which solar power is committed to be supplied under this Agreement and such date shall be referred to as the Effective Date.	May please clarify status of applicability after signing of PPA till SCD.	
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24	NTPC	4.7.2	Subject to Article 4.7.6, in case of extension occurring due to reasons specified in Article 4.7.1(a), any of the dates specified therein can be extended, subject to the condition that the Scheduled Commissioning Date would not be extended by more than 11 months (for plant capacity up to 250 MW) or 9 months (for plant capacity above 250 MW)	To whom bidders need to approach for such extension, The Procurer UPPCL or UPNEDA	UPNEDA is the authorised representative for carrying out the bid process whereas PPA will be signed with the procurer UPPCL .For extension in COD UPPCL has to be approached .
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25	NTPC	10.3.4	<p>Rebate For payment of any Bill within due date, the following Rebate shall be paid by the Seller to the Procurers in the following manner. a) A Rebate of 2% shall be payable to the Procurers for the payments made in full up to due date b) For payment of Bill within one month from Due Date, a rebate of 1% shall be allowed for the payments made in full. c) No Rebate shall be payable on the Bills raised on account of taxes, duties and cess etc.</p>	<p>May please modify the text as follows: For payment of any Bill within due date, the following Rebate shall be paid by the Seller to the Procurers in the following manner:</p> <ul style="list-style-type: none"> a) A Rebate of 2% shall be payable to the Procurers for the payments made in full up to two days from the date of presentation of the bill. b) A Rebate of 1% shall be payable to the Procurers for the payments made in full from two days up to due date. c) For payment of Bill subsequently after due date, no rebate shall be allowed. d) No Rebate shall be payable on the Bills raised on account of taxes, duties and cess etc. 	<p>Ammendement proposed</p>
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26	NTPC	10.5.6	<p>Provided that in case of sale to third party, the procurer shall pay for the energy so sold to third party but the seller shall pay the full amount received from the third party sale to the procurer.</p>	<p>Meaning is not getting clear- may like to re-draft.</p>	<p>It means Procurer will pay for energy sold to third party which otherwise would have been sold to procurer but seller shall deposit the full amount received from sale of that energy to third party with procurer</p>
27	NTPC	<p>12.2 Relief for Change in Law</p>	<p>12.2.1 The aggrieved Party shall be required to approach the State Commission for seeking approval of Change in Law.</p> <p>12.2.2 The decision of the Appropriate (State) Commission to acknowledge a Change in Law and provide relief for the same shall be final and governing on both the Parties.</p>	<p>What, if Central Generating Company governed by CERC wants to participate?</p>	<p>Provisions as per the clause no. 12.2 shall prevail.</p>

28	NTPC	17.3.2 Dispute Resolution through Arbitration	17.3.2.1 If the Dispute arises out of or in connection with any claims not covered in Article 17.3.1, such Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 as under:	Dispute Resolution should be through concerned Regulator.	The concerned Regulator shall be the State Electricity Regulator.
29	Adani	2.6.1, Page No. 16	Tariff for supply of solar power having ceiling limit of INR 3.05/kWh	Remove benchmark tariff for bidding as Ministry of Finance (MoF) has notified Safeguard Duty on import Solar Cells and Modules.	As stipulated in the RfP document.
30	Adani	1.1.2, Page No. 14	UPNEDA on behalf of UPPCL, will select solar power producer for setting up of minimum 5 MW capacity Solar PV Power Plants (total capacity 500 MW).	Remove minimum 5 MW bid limit on solar power project, Bidder shall be only allowed to participation for Minimum 50 MW capacity. This shall eliminate major risk on development side of solar project. Post commissioning, overall administrative cost during entire tenure of PPA (25 years) would be substantially reduced	As stipulated in the RfP document.

31	Adani	2.10, Page No. 19	Qualification Requirements:	<p>Please Add Technical Qualification Criteria</p> <p>Technical Qualification Criteria: In order to ensure implementation of 500 MW solar projects, bidders with certain minimum past technical experience should be allowed to participate in the bid.</p> <p>Therefore, bidder should have experience of development of at least 50 MW Solar Project at single location in India and such project should be in operation for at least a period of 1 year as on date of RFP.</p> <p>It may help you to evaluate core experience of bidder based on actual solar plant commissioned by SPD.</p>	As stipulated in the RfP document.
32	Adani	2.3, Page No. 16	Capacity of each Project	<p>Kindly allow Pooling of different projects.</p> <p>Please provide clarity as regulations allowed pooling of different projects.</p>	Conditions as per the RFP and PPA shall prevail.

33	Adani	2.3, Page No. 16The capacity of Solar PV Power Plant applied shall be in multiples of 5 MW...	Kindly clarify can we choose different location in multiples of 5 MW with same tariff by submitting single bid of ..X.. MW? e.g.: We are planning to submit Bid for 200 MW by considering 4 Locations X 50 MW, in that case do we have to sign single PPA or multiple PPA for same tariff with different connectivity? Can we setup these 4 projects of 50 MW each at different locations ?	Different bids have to be submitted for different locations .Seperate PPA's have to be signed . Provisions as per clause no. 2.9 of the RfP shall apply.
34	Adani	2.9, Page No. 19	-	Successful Bidder shall allowed to split project in multiple of 5 MW to different locations if bidder wish to with No change in CUF and Tariff.	No. Conditions as per the RFP and PPA shall prevail.

35	Adani	2.7, Page No. 17	Grid Connectivity	<p>Following option shall be granted to bidders in case, UPPTCL is not able to grant connectivity at desired sub-station;</p> <p>1. If UPPTCL does not able to provide connectivity at single location for the applied MW capacity, then bidder shall allow to split PPA and project capacities.</p> <p>2. In case if UPPTCL is not able to grant connectivity at desired sub-station for a capacity won by bidder, in that case Bidder shall allowed to surrender the project without any financial implications of forfeiting BGs/penalties.</p>	Conditions as per the RFP and PPA shall prevail.
36				<p>We understand that the responsibility of construction, Operation and maintenance of dedicated transmission line as per maximum transmission line length mentioned in tender will be borne by Government of Uttar Pradesh. Please clarify.</p>	Provisions as per clause no. 2.7 of the RfP shall apply.
37	Adani	2.7, Page No. 17	List of Substations	<p>Kindly allow to set up Solar Power Projects where technically feasibility is there in UP, it should not compulsory to select s/s from given list.</p>	It is not mandatory to choose from list of substations for grid connectivity but advisable as the list includes all the substations where technically feasibility is there.

38	Adani	2.16.2, Page No. 27	Incorporation of a Project Company	<p>1. We believe, Successful bidders have an option to select single as well as multiple SPVs to execute multiple PPAs as applicable, please advise.</p> <p>2. Can we use any existing Company formed under Affiliates / Ultimate Parent as a Project Company / SPV?</p> <p>3. Is it compulsory to incorporate SPV under 100% Subsidiary of successful Bidding Company only post issuance of LOI?</p>	Yes as per provisions in RfP Clause 2.1. Incorporation of a Project Company
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39	Adani	2.27.5 and 2.27.6, Page No 38	<p>In case the STU is not in a position to provide connectivity to the proposed solar plant due to technical reasons within the timeframe decided in the connection agreement then there shall be no financial liability on either party.</p> <p>In case the STU is not in a position to provide connectivity to the proposed solar plant at desired substation then the power purchase agreement shall be treated as infructuous without any financial liability on either party.</p>	<p>In case STU doesn't provide connectivity letter to solar developer for the proposed power plant then appropriate extension should be given to the developer for the fulfilment of Financial Closure and bidder should be given option of alternate s/s. Only if the alternate s/s are not feasible, then PPA should be treated as infructuous without any financial liability on any party.</p>	<p>Conditions as per the RFP and PPA shall prevail.</p>
40	Adani	Annexure-XIV, Page No. 5	<p>Proof of Location identified 100%.</p>	<p>This clause should be removed as this is not required at the time of bidding. In fact such conditions are not recommended by MoP in the standard bidding guidelines issued by them for Solar Projects.</p>	<p>If the bidder does not have proof of 100% location identified at time of bidding then an undertaking can be provided by the bidder that the proof shall be provided within 12 months of signing of PPA.</p>

41	Adani	2.27, Page No. 37	Financial Closure	Please clarify: Financial Closure can be achieved through internal resources (Parent / Affiliates of bidding company)?	Provisions as per clause no. 2.27.1 shall apply.
42	Adani	-	Commission Approval on RFP & PPA	<p>Are the bid documents and capacity for procurement approved by Uttar Pradesh Electricity Regulatory Commission (UPERC)?</p> <p>(Actual Project Timeline starts from the approval of UPERC only, because it is having major impact on Financial Closure of the project)</p>	After the completion of the bidding process and signing of PA petition for tariff adoption and PPA approvals will be submitted. .
43	Adani	2.26, Page No. 36	Due Dates:	<p>PPA Signing: LOI + 30 Days PPA Signing: LOI + 90 Days</p> <p>Please allow 90 Days post issuance of LOI to execute PPA in line with SECI / NTPC standard tenders.</p>	Ammendment proposed

44	Adani	4.6, Page No. 115	<p>Right to Contracted Capacity & Energy:</p> <p>.....Annual CUF -----% for the Project declared by the SPP at the time of submission of response to RfP, and modified to -----% CUF at the time of signing of PPA , shall remain unchanged for the entire term of the PPA.....</p>	<p>Request you to remove “Annual CUF__% Declared at the time of bid submission”, it has no relevance or impact on signing of PPA.</p> <p>&</p> <p>Please allow developers to revise CUF till 1 year from commissioning. Such requirement is not in line with standard bidding guidelines issued by MoP for Solar Projects.</p> <p>As now onwards in recent tenders SECI also came up with this revised clause.</p>	<p>Conditions as per the RFP and PPA shall prevail.</p>
45	Adani	7.1, Page No. 120	Meters	<p>We understand that metering location for billing purpose will be inside the solar power plant (pooling switchgear/switchyard).</p> <p>Please clarify.</p>	<p>As per clause 2.7.6 of RfP The Interconnection /Metering Point shall be located at the Appropriate voltage of substation of Transco / Discom, and generating company shall bear the cost for construction of interconnection / metering facilities upto the point of connectivity</p>

46	Adani	10.3.4, Page No. 124 Rebate:	<p>a) A Rebate of 2% shall be payable to the procurers for the payments made in full upto Due Date.</p> <p>b) For Payment of Bills within one month from Due Date, a rebate of 1% shall be allowed for the payments made in full.</p>	<p>No DISCOM will take rebate of 2% till due date, Kindly modify rebate clause as follows:</p> <p>a) A Rebate of 2% shall be payable to the Procurers for the payments made in full within 7th days of receipt of the Bill by the Procurer.</p> <p>b) For payment of Bill subsequently but upto the Due Date, a rebate of 1% shall be allowed for the payments made in full</p>	Ammendement proposed
47	Adani	10.4.9, Page No. 125	Payment Security	Fund Kindly specify implementation process of payment security fund and how SPDs can claim these amount in case of default by DISCOMs?	Payment security fund will be created at the UPPCL level to be used after LC. Funds will be provided by UPNEDA obtained in its budget from Govt of U.P. Conditions as per the RfP and PPA shall prevail.

48	TATA Power	3.1.5 (X.) of RfP	Preference in providing Grid connectivity	The process for providing grid connectivity to choice of substation by bidder based on the Priority ranking of the successful bidders shall follow strictly to time bound manner. Successful bidder shall be given clear cutoff date for applying grid connectivity to the concern authority and in case any selected bidder cannot apply for the grid connectivity by the given cutoff date the preference will be given to next successful bidder.	Conditions as per the RFP and PPA shall prevail.
49	TATA Power	4.6 of PPA	Right to Contracted Capacity & Energy	Please allow developers to revise CUF till 1 year from commissioning.	Conditions as per the RFP and PPA shall prevail.
50	TATA Power	-	Auxiliary Consumption by Solar Power Plant	Please clarify how the auxiliary energy consumption by solar plant will be treated. Whether billing will be done on the basis of Net Export to grid or auxiliary energy will be charged at HT Industrial Tariff of concern utility.	Billing will be done on the basis of Net Export to the Grid