

**Request for Selection (RFS) of Bidders for implementation of Grid Connected Solar Roof Top PV Systems for Government Buildings in Andhra Pradesh under RESCO Model – Clarifications on queries of M/s Azure Power vide mail dated 25.06.2018**

S.No	Part/Page No.	Clause	Specification	Clarification Required	Amendment made, if any
1	Page 19,	3.14.4	The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to NREDCAP. <a>. If the Successful Bidder is not able to identify the projects and submit Project Sanction Documents to the satisfaction of NREDCAP, PBG amount, pro-rata to the capacity for which the Successful Bidder is not able to identify the projects and submit Project sanction Documents.	In an event where the successful bidder is not able to identify the roofs, he shall not be penalised. The successful bidder shall be provided additional time for identification of roofs or the awarded capacity shall be reduced without any penalty.	No change
2	Page 21	3.18.1	The scope of work for the bidder include Identification of buildings/leasing rooftop of buildings for 25 years, Obtaining No Objection Certificate (NOC)” from Distribution Company (DISCOM) for grid connectivity	NREDCAP and Rooftop owners both are government institutions. Identifying the rooftops and getting into agreement with them is comparatively easier for NREDCAP. Also, there have been instances where the owners of the rooftop denied us from performing the duty even after receiving a formal intimation from the concerned authority. We request NREDCAP to take up the responsibility of allotment of the rooftops to the successful bidders including the identification of rooftops and getting the required <u>permissions</u>	NREDCAP will assist the developers to identify the roof tops. NREDCAP will also share the list of Government buildings to enable the project developers to formulate proposals for installation of solar roof top systems.
3	Page 21	3.18.1	The scope of work for the bidder include ----- Obtaining No Objection Certificate (NOC)” from Distribution Company (DISCOM) for grid connectivity	Obtaining <b>NOC from DISCOMS is very difficult</b> , NREDCAP should facilitate NOC or this clause should be removed.	It is the responsibility of the project developer to obtain necessary consent from DISCOMS. NREDCAP may assist the developers to obtain the consents.

4	Page 10,	3.1.e	Further in-case where the bidding company has used the financial eligibility criteria of its parent company then it needs to be ensured that any change in the controlling equity of the Bidding company requires prior approval of New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.	We request you to please clarify the basis of giving this approval.	Prior approval of NREDCAP is required for any change in the controlling equity of the bidding company.
5	Section IV	Formac -C	( To be submitted online in a separate envelope)	As per the Rfs <b>Bidders should submit their bid proposal/application along with all supporting documents complete in all aspect on or before 05.07.2018 up to 2.30 pm in the office of "[NREDCAP]"</b> .  Please clarify " To be submitted online in a separate envelope". In case the submission is online, we request you to kindly specify the portal for the same	It is only typographical error. The bid shall be submitted off line only.
6	Page 81	Model power purchase agreement (PPA) as per SECI format Clause 4 (g)	The Power Producer shall, within fifteen (15) working days of the <b>Effective Date</b> , submit to the Purchaser shop drawings of the Project for approval	The <b>Effectivea date</b> shall be PPA signing date.	Agreed
7	Page 81	Model power purchase agreement (PPA) as per SECI format Clause 4 (g)	Producer agrees that it shall achieve the completion of the Project/ Commissioning of the Project within the scheduled completion period from the Effective Date (—Scheduled Completion Date )..	Please confirm that the completion period shall be calculated from the day of approval of shop drawings and getting approvals from the concerned authorities; which ever is later, since the work cannot be started till then	No change

8	Page 84	Model power purchase agreement (PPA) as per SECI format Clause 5 (c)	Purchaser's liability shall start from the date of intimation for above of disruption or outage in System production, on account of Purchaser.	Purchaser's liability shall start from the actual disruption time as power producer shall not be penalised for any delay in intimation due to reasons not accountable to power producer	No change
9	Page 87	Model power purchase agreement (PPA) as per SECI format Clause 7 c	Solar Power Payment Adjustment Payment on account of Change in Law Subject to provisions mentioned above, the adjustment in Solar Power Payment shall be effective from: (i) The date of adoption, promulgation, amendment, re-enactment or repeal of the Law or Change in Law; or (ii) The date of order/ judgment of the competent court; of tribunal or Governmental Authority, if the Change in Law is on account of a change in interpretation of Law.	Any change in law that happens after the bid submission shall not be considered as any changes in law that may impact the tariff quoted cannot be incorporated in the model after the bid submission.	No change
10	Page 91	Model power purchase agreement (PPA) as per SECI format Clause 10	Purchaser shall pay for any taxes, fees or charges imposed or authorized by any Governmental Authority in future (as on date no such taxes/fees/charges are being levied) on sale of the Solar Power to Purchaser pursuant to clause 7	This shall be ammended as - Purchaser shall pay for any taxes, fees or charges imposed or authorized by any Governmental Authority in future (as on date no such taxes/fees/charges are being levied) on sale of the Solar Power <b>and setting up the solar power plant to</b> Purchaser pursuant to clause 7	No change

11		Model power purchase agreement (PPA) as per SECI format	Purchase option/purchase obligation	As this is a huge investment from the developer's end he should be given minimum lock-in period to recognise revenues. We request you to specify the <b>lock-in period</b> in case purchase option is exercised during the PPA period	No change
12	Page 15	3.9	The clarification(s) / amendment(s) (if any) may be notified by NREDCAP. If any amendment is required to be notified within Two (2) days of the proposed date of submission of the Bid, the Bid Deadline may be extended for a suitable period of time.	As per the MNRE guidelines for tariff based competitive bidding clause 6.5 <b>In the event of the issuance of any revision or amendment of the bidding documents, the bidders shall be provided a period of at least 7 (days) therefrom, for submission of bids.</b> We request you to confirm that atleast Seven (7) days extension shall be provided before the proposed date of submissions of bid	No change
13	Page 84	6	Purchaser agrees to purchase one hundred percent (100%) of the Solar Power generated by the System and made available by the Power Producer to Purchaser at the Delivery Point during each relevant month of the Term.	Please confirm that 100 % of the solar power generated by the system and made available by the power producer at the delivery point shall be purchased at the levelised tariff at which the bidder won the project	it is confirmed that 100% of the solar power generated will be purchased at the levelized tariff as per the terms and conditions of PPA.