

Amendment - I

RfS No: SEC/C&P/SPD/RfS/10MW SPV/BK-RJ/062020 dated 11.06.2020					
SELECTION OF SOLAR POWER DEVELOPERS FOR SETTING UP OF 10MW GRID CONNECTED SOLAR PV POWER PROJECT TO BE INSTALLED AT BAGRU, JAIPUR DISTRICT, RAJASTHAN UNDER COMPETITIVE BIDDING					
Reference of Original RfS Document					
Sl. No.	Section	Page No.	Clause	Original Version	Amendment - I
1	I (IFB)	6	6.0 The maximum tariff payable to the Project Developer is fixed at INR 3.20/ kWh for 25 years. The maximum tariff payable to the Project Developer is fixed at INR 3.14/ kWh for 25 years.
2	II (ITB)	17	3.3	Project shall be allocated in the configuration of 1 x 10 MW, i.e. each Package shall have a fixed capacity of 10 MW and a maximum of 01 such Package shall be allotted under the RfS. Project shall be connected at 33kV of the 132kV RVPNL Grid Substation located at Bagru where it interconnects to RVPNL/ STU Network of 33/11kV Substation at Bagru (both are approximately 10KM away from the proposed Project location).	Project shall be allocated in the configuration of 1 x 10 MW, i.e. it shall have a fixed capacity of 10 MW and a maximum of 10 MW shall be allotted under the RfS. Project shall be connected at 33kV of the 33kV/220kV RIICO Grid Substation located at Bagru where it interconnects to RVPNL/ STU Network (Appox. 10 - 12 KM from the proposed Project location based on the selection of the route of the Transmission Line). The Transmission Line may be constructed through NHAI Route or RIICO Industrial Area Route. The Under Ground Cable laying may be required in some patches of the RIICO Industrial Area Route where laying of the Over Head Transmission Line may not be feasible.
3	II (ITB)	18	7.1	Each Block should be designed for interconnection with the desired substation (132kV RVPNL Grid Substation located at Bagru where it interconnects to RVPNL/ STU Network or 33/11kV Substation at Bagru) in accordance with the prevailing CERC regulations and State regulations in this regard.	Each Block should be designed for interconnection with the desired substation at the single point at the Voltage level of 33kV/220kV RIICO Grid Substation located at Bagru Village where it interconnects to RVPNL/ STU Network in accordance with the prevailing CERC regulations and State regulations in this regard.
4	II (ITB)	19	7.4	The arrangement of connectivity upto 33kV GSS Bagru/ 132kV STU Substation/ Delivery Point shall be made by the SPD.	The arrangement of connectivity upto 33kV/220kV GSS Bagru STU Substation/ Delivery Point shall be made by the SPD.

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5	II (ITB)	30	15.3	<p>In case of delay in achieving Financial Closure due to delay attributable to the SPD, JDA shall encash Performance Bank Guarantees and shall remove the Package from the list of the selected Packages, unless the delay is on account of delay in allotment of land by JDA not owing to any action or inaction on the part of the SPD, or caused due to a Force Majeure as per PPA. An extension can however be considered, on the sole request of SPD, on advance payment of extension charges of INR 1,000/- per day per MW. In case of nonsubmission of either-the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 days-JDA shall encash the corresponding PBG of the SPD and terminate the PPA for the corresponding Project. The amount of INR 1,000/- per day per MW shall be paid by the SPDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the SPD. In case of the SPD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the SPD shall be returned by JDA. Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied @ One Year SBI MCLR Rate/ Annum on pro-rata basis. Any extension charges paid so, shall be returned to the SPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date</p>	<p>In case of delay in achieving Financial Closure due to delay attributable to the SPD, JDA, on recommendation of SECI, shall encash Performance Bank Guarantees and shall remove the Project, by issuing a Notice to SPD in writing of atleast 07 (seven) days, unless the delay is on account of delay in allotment of land by JDA not owing to any action or inaction on the part of the SPD, or caused due to a Force Majeure as per PPA. Unless extended as per provisions of PPA, the termination of the Agreement shall take effect upon the expiry of the 7th day of the above notice.</p> <p>An extension can however be considered, on the sole request of SPD, on advance payment of extension charges of INR 1,000/- per day per MW + 18% GST with an intimation to SECI. This extension will not have an impact on the obligation of SPD to achieve commissioning by the Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, SECI shall issue notices to the SPD for not meeting the requirements of Financial Closure as per the Rfs deadlines. The notice shall provide a period of 07 business days to the SPD to either furnish the necessary documents or make the above mentioned payment of INR 1,000/- per day per MW + 18% GST.</p> <p>In case of nonsubmission of either-the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 07 days-JDA on recommendation of SECI, shall encash the corresponding PBG of the SPD and terminate the PPA for the corresponding Project. The amount of INR 1,000/- per day per MW + 18% GST shall be paid in favor of JDA (with a confirmation to SECI) by the SPD in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the SPD. In case of the SPD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the SPD shall be returned by JDA. Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied @ One Year SBI MCLR Rate/ Annum on pro-rata basis. Any extension charges paid so, shall be returned to the SPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date. However, in case the SPD fails to commission the Contracted Capacity by Scheduled Commissioning Date, the extension charges deposited by the SPD shall not be refunded by JDA.</p>

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6	IV (Definitions of Terms)	52	1.5	"BIDDER" shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;	"BIDDER" shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require;
7	IV (Definitions of Terms)	54	1.19	"DELIVERY POINT" or "INTERCONNECTION POINT" shall mean the single point at the voltage level of 33kV of the 132kV RVPN Grid Sub Station or 33kV/ 11kV GSS located in Bagru Village where it interconnects to RVPN/ STU/ DISCOM network. For interconnection with STU/ DISCOM network and metering, the SPD shall abide by the relevant CERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time or orders passed thereunder by the Appropriate Commission or CEA. Pursuant to Article 4.2.6 of PPA, all charges and losses related to Transmission of Power from Project up to Delivery Point (including but not limited to open access, transmission, wheeling, DSM, Scheduling, Reactive Power Charges (if applicable) etc. as notified by the Competent Authority/ Regulator shall be borne by the SPD and beyond the Delivery Point all charges and losses as notified by the Competent Authority/ Regulator from time to time shall be borne by the SPD. In case it is paid by JDA, the same shall be recovered from the SPD (as applicable);	"DELIVERY POINT" or "INTERCONNECTION POINT" shall mean the single point at the voltage level of 33kV of the 33/220kV RVPN Grid Sub Station located in Bagru Village where it interconnects to RVPN/ STU Network. For interconnection with STU Network and Metering, the SPD shall abide by the relevant CERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time or orders passed thereunder by the Appropriate Commission or CEA. Pursuant to Article 4.2.6 of PPA, all charges and losses related to Transmission of Power from Project up to Delivery Point (including but not limited to open access, transmission, wheeling, DSM, Scheduling, Reactive Power Charges (if applicable) etc. as notified by the Competent Authority/ Regulator shall be borne by the SPD and beyond the Delivery Point all charges and losses as notified by the Competent Authority/ Regulator from time to time shall be borne by the SPD. In case it is paid by JDA, the same shall be recovered from the SPD (as applicable);
8	V (Bid Evaluation and Selection of Projects)	60	2.b.3	In this step, evaluation will be carried out for each Project based on tariff quoted by Bidders. Tariff has to be less than INR 3.20/ kWh. Those bids where the tariff quoted is more than INR 3.20/ kWh, shall be summarily rejected.	In this step, evaluation will be carried out for each Project based on tariff quoted by Bidders. Tariff has to be less than INR 3.14/ kWh. Those bids where the tariff quoted is more than INR 3.14/ kWh, shall be summarily rejected.
9	Annexure - A	97	Table 2	PROJECT PARTICULARS Interconnection with Grid : 132kV Grid S/s Bagru or 33/11kV GSS (Approx. 10 KM from Site)	PROJECT PARTICULARS Interconnection with Grid : 33/220kV Grid S/s Bagru (Approx. 10 - 12 KM from the proposed Project location based on the selection of the route of the Transmission Line)

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10	Annexure - A	98	3.1	p. Design & Construction of Transmission Line/ Cable from Plant take off point to the designated Substation including Right of Way (ROW)	<p>Bidders are advised to asses the requirement of Overhead Transmission Line/ Underground Transmission Line from the Plant take off point to the designated Substation (33kV/220kV RIICO GSS) (Delivery Point) including Right of Way (ROW) before submitting of thier bids.</p> <p>The Transmission Line may be constructed through NHAI Route or RIICO Industrial Area Route. The underground cable laying may be required in some patches of the RIICO Industrial Area Route where laying of the overhead transmission line may not be feasible.</p> <p>The bidders are also advised to consider the norms of statutory/ local bodies such as NHAI/ RIICO/ Nagar Palika Bagru for finalising the route of Transmission line for the project from Plant take off point to the designated Substation (33kV/220kV RIICO GSS) (Delivery Point).</p> <p>JDA/ SECI shall not be held responsible for any variation of distances, under ground/ overhead requirements and ROW issues of the transmission line of the Project for the period of 25 years.</p>
11	Appendix - A6	109		Maximum usable Area for Solar PV Power Plant : 12 Hectare	Maximum usable Area for Solar PV Power Plant : 15 Hectare
12	Appendix - A6	109		Nearest Evacuation Point : 132kV Grid S/s Bagru (Approx. 10 KM)	33kV/220kV RIICO Grid S/s Bagru (Approx. 10 - 12 KM from Site based on the selection of the route of the Transmision Line)

Clarifications to Queries raised during Pre-Bid Meeting on 23.06.2020

RfS No: SECI/C&P/SPD/RfS/10MW SPV/BK-RJ/062020 dtd. 11.06.2020			
Selection of Solar Power Developers for Setting up of 10MW Grid Connected Solar PV Power Project to be installed at Bagru, Jaipur District, Rajasthan under Competitive Bidding			
Sl. No.	Existing Clause of RfS/ PPA	Query	Clarifications
1		A site visit is proposed at which the plant is to be setup and nearby PE connectivity substations.	Bidder can conduct Site Visit in consultation with JDA directly. Contact Person : Shri C. P. Gupta, Executive Engineer (Electrical II) 0091 141 2569696 Extn 7026 0091 9414029421
2		Provide location coordinates for resource assessment and other studies.	Appendix-A6 (Page No. 109) of the RfS document may kindly be referred.
3		Please clarify does the SPD need to pay any additional cost, lease rent, etc for right to use of land provided by JDA. If yes, please specify cost details.	Land shall be provided by JDA in line with the provisions of Annexure-I of the PPA.
4	<p>RfS, Section-II, ITB (Page No. 21)</p> <p>8.3 Excess Generation</p> <p>Any excess generation over and above 10% of declared annual CUF will be purchased by JDA at its discretion (without any obligation to do so) at a fixed tariff of 75% (Seventy Five Percent) of the PPA tariff. However, the SPD shall inform at least 30 days in advance of such excess generation to JDA, to enable JDA take necessary actions for purchase of this excess generated energy. JDA shall be required to intimate its approval/ refusal to the SPD, for buying such excess generation not later than 07 days of receiving the above offer from the SPD. In the event the offer of the SPD is not accepted by JDA within the said period of 07 days, such right shall cease to exist and the SPD, at its sole discretion, may sell such excess power to any third party</p>	<p>8.3 Excess Generation</p> <p>Any excess generation over and above 10% of declared annual CUF will be purchased by JDA at its discretion (without any obligation to do so) at a fixed tariff of 100% (Hundred Percent) of the PPA tariff. However, the SPD shall inform at least 30 days in advance of such excess generation to JDA, to enable JDA take necessary actions for purchase of this excess generated energy. JDA shall be required to intimate its approval/refusal to the SPD, for buying such excess generation not later than 07 days of receiving the above offer from the SPD. In the event the offer of the SPD is not accepted by JDA within the said period of 07 days, such right shall cease to exist and the SPD, at its sole discretion, may sell such excess power to any third party.</p>	Provisions of RfS document including subsequent amendment(s) and clarification(s) will prevail.
5	<p>RfS, Section-II, ITB (Page No. 25 and 26)</p> <p>11 PERFORMANCE SECURITY/ PERFORMANCE BANK GUARANTEE (PBG)</p> <p>11.1 Bidders selected by SECI based on this RfS shall submit Performance Bank Guarantee for a value INR 18,000,000/- (Indian Rupees One Crore Eighty Lacs Only) (@ INR 1,800,000/- per MW) within 30 days of issuance of Letter of Award (LoA) or before signing of PPA(s), whichever is earlier. It may be noted that successful Bidders shall submit the Performance Bank Guarantee according to the Format 7.3 B for a value INR 18,000,000/- with an initial validity period from the date of submission of the PBG until 17 (Seventeen) Months from the Effective Date of the PPA. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by SECI to the successful Bidder. Non submission of PBG within the above timelines shall be treated as follows:</p>	<p>11 PERFORMANCE SECURITY/ PERFORMANCE BANK GUARANTEE (PBG)</p> <p>11.1 Bidders selected by SECI based on this RfS shall submit Performance Bank Guarantee for a value INR 90,00,000/- (Indian Rupees Ninety Lakhs Only) (@ INR 9,00,000/- per MW) within 30 days of issuance of Letter of Award (LoA) or before signing of PPA(s), whichever is earlier. It may be noted that successful Bidders shall submit the Performance Bank Guarantee according to the Format 7.3 B for a value INR 10,000,000/- with an initial validity period from the date of submission of the PBG until 15 (Fifteen) Months from the Effective Date of the PPA. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by SECI to the successful Bidder. Non submission of PBG within the above timelines shall be treated as follows:</p>	Provisions of RfS document including subsequent amendment(s) and clarification(s) will prevail.

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Selection of Solar Power Developers for Setting up of 10MW Grid Connected Solar PV Power Project to be installed at Bagru, Jaipur District, Rajasthan under Competitive Bidding			
Sl. No.	Existing Clause of RfS/ PPA	Query	Clarifications
6	<p>RfS, Section-II, ITB (Page No. 27)</p> <p>12 SUCCESS CHARGES</p> <p>Successful bidders shall have to pay INR 13,500,000/- (Indian Rupees One Crore Thirty Five Lacs Only) + 18% GST against the total capacity of 10MW to SECI towards administrative overheads, liaising with JDA, State Authorities, DISCOM, pre-commissioning and commissioning expenses. The payment has to be made by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA or prior to execution of PPA whichever is earlier. Any delay in depositing the said amount to SECI as mentioned above within the stipulated time shall attract late payment charges @ 12% per Annum + 18% GST, levied on per day basis, on the total Success Charges, till (and including) the date of payment of Success Charges, which shall not be later than the date of signing of PPA. PPA shall only be signed after deposit of the Success Charges to SECI.</p>	<p>12 SUCCESS CHARGES</p> <p>Successful bidders shall have to pay INR 13,500,000/- (Indian Rupees One Crore Thirty Five Lacs Only) + 18% GST against the total capacity of 10MW to SECI towards administrative overheads, liaising with JDA, State Authorities, DISCOM, pre-commissioning and commissioning expenses. The payment has to be made by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS within 60 days of issuance of LoA or prior to execution of PPA whichever is earlier. Any delay in depositing the said amount to SECI as mentioned above within the stipulated time shall attract late payment charges @ 5% per Annum + 18% GST, levied on per day basis, on the total Success Charges, till (and including) the date of payment of Success Charges, which shall not be later than the date of signing of PPA. PPA shall only be signed after deposit of the Success Charges to SECI.</p>	Provisions of RfS document including subsequent amendment(s) and clarification(s) will prevail.
7	<p>RfS, Section-II, ITB (Page No. 28)</p> <p>14 POWER PURCHASE AGREEMENT (PPA)</p> <p>14.1 Jaipur Development Authority (JDA) shall enter into Power Purchase Agreement (PPA) with Selected Bidders based on this RfS. A copy of standard Power Purchase Agreement (PPA) to be executed between JDA and the selected SPD will be made available on e-tendering portal of M/s ETI https://www.bharat-electronictender.com, CPPP (Central Public Procurement Portal) https://eprocure.gov.in/cppp/ and also in SECI's website www.seci.co.in. The PPA shall be signed within 30 days from the date of issuance of LoA, if not extended by JDA (for e.g. If the LoA is dated 20.08.2020, then the last date of signing of PPA shall be 19.09.2020). PPA will be executed between JDA and selected bidder or its SPV, for each Block having cumulative installation capacity of 10MW.</p>	<p>14 POWER PURCHASE AGREEMENT (PPA)</p> <p>14.1 Jaipur Development Authority (JDA) shall enter into Power Purchase Agreement (PPA) with Selected Bidders based on this RfS. A copy of standard Power Purchase Agreement (PPA) to be executed between JDA and the selected SPD will be made available on e-tendering portal of M/s ETI https://www.bharat-electronictender.com, CPPP (Central Public Procurement Portal) https://eprocure.gov.in/cppp/ and also in SECI's website www.seci.co.in. The PPA shall be signed within 60 days from the date of issuance of LoA, if not extended by JDA (for e.g. If the LoA is dated 20.08.2020, then the last date of signing of PPA shall be 19.10.2020). PPA will be executed between JDA and selected bidder or its SPV, for each Block having cumulative installation capacity of 10MW.</p>	Provisions of RfS document including subsequent amendment(s) and clarification(s) will prevail.
8	<p>RfS, Section-II, ITB (Page No. 29)</p> <p>14 POWER PURCHASE AGREEMENT (PPA)</p> <p>14.3 Successful bidders will have to submit the required documents to SECI preferably within 21 (Twenty One) days from the issue of LoA. In case of delay in submission of documents beyond the timeline as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.</p> <p>Irrespective of the date of signing of PPA, the Effective Date of the PPA shall be the date as on 30th day from the date of issuance of LoA. In extraordinary cases of unavoidable delays on the part of JDA in signing the PPAs, the Effective Date of the PPA shall then be the date of signing of PPA.</p>	<p>14 POWER PURCHASE AGREEMENT (PPA)</p> <p>14.3 Successful bidders will have to submit the required documents to SECI preferably within 21 (Twenty One) days from the issue of LoA. In case of delay in submission of documents beyond the timeline as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.</p> <p>Irrespective of the date of signing of PPA, the Effective Date of the PPA shall be the date as on 60th day from the date of issuance of LoA. In extraordinary cases of unavoidable delays on the part of JDA in signing the PPAs, the Effective Date of the PPA shall then be the date of signing of PPA</p>	Provisions of RfS document including subsequent amendment(s) and clarification(s) will prevail.

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Sl. No.	Existing Clause of RfS/ PPA	Query	Clarifications
9	<p>RfS, Section-II, ITB (Page No. 29)</p> <p>14 POWER PURCHASE AGREEMENT (PPA)</p> <p>14.6 a) Land : Identification of 100% (Hundred Percent) Land and provision of documents/ agreements to indicate in-principle availability of at least 25% (Twenty Five Percent) of land at the initiation of bidding, possession of 90% (Ninety Percent) of land within 01 (One) Month of the execution of the PPA and the balance 10% (Ten Percent), within 02 (Two) Months thereafter.</p>	<p>14 POWER PURCHASE AGREEMENT (PPA)</p> <p>14.6 a) Land : Identification of 100% (Hundred Percent) Land and provision of documents/ agreements to indicate in-principle availability of at least 25% (Twenty Five Percent) of land at the initiation of bidding, possession of 90% (Ninety Percent) of land within 01 (One) Month of the execution of the PPA and the balance 10% (Ten Percent), within 02 (Two) Months thereafter.</p> <p>Any delay in land procurement as per above timelines to be compensated @ actuals.</p>	Provisions of RfS document including subsequent amendment(s) and clarification(s) will prevail.
10	<p>RfS, Section-II, ITB (Page No. 31)</p> <p>16.c EARLY COMMISSIONING</p> <p>The SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD subject to availability of transmission connectivity. Early commissioning of the Project shall be allowed solely at the risk and cost of the SPD. In cases of early part-commissioning, till the SCD, JDA may purchase the generation @ 75% (Seventy Five Percent) of the PPA tariff. However, in case the entire capacity is commissioned prior to the scheduled commissioning date, JDA may purchase the generation at PPA Tariff. Further, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of JDA.</p>	<p>16.c EARLY COMMISSIONING</p> <p>The SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD subject to availability of transmission connectivity. Early commissioning of the Project shall be allowed solely at the risk and cost of the SPD. In cases of early part-commissioning, till the SCD, JDA may purchase the generation @100% (Seventy Five Percent) of the PPA tariff. However, in case the entire capacity is commissioned prior to the scheduled commissioning date, JDA may purchase the generation at PPA Tariff. Further, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of JDA.</p>	Provisions of RfS document including subsequent amendment(s) and clarification(s) will prevail.
11	<p>RfS, Section-IV, (Page No. 55)</p> <p>1.33 "NET-WORTH" means the Net-Worth as defined section 2 of the company Act, 2013;</p>	Please clarify if preferential shares are included as part of net-worth	Provisions of RfS document including subsequent amendment(s) and clarification(s) will prevail.
12	<p>RfS, Section-V, (Page No. 62)</p> <p>4.4 At the end of selection process, a Letter of Award (LoA) will be issued to the successful Bidders for the Project. In case of a Consortium being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium.</p>	4.4 At the end of selection process, within 30 days a Letter of Award (LoA) will be issued to the successful Bidders for the Project. In case of a Consortium being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium.	Provisions of RfS document including subsequent amendment(s) and clarification(s) will prevail.
13	<p>PPA, Page No. 19</p> <p>3.3 Performance Bank Guarantee</p> <p>3.3.1 The Performance Bank Guarantee (PBG) having validity from the date of submission of PBG until Seventeen (17) months from the Effective Date and of value of INR to be furnished under this Agreement shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement as per format provided in Schedule 1.</p>	<p>3.3 Performance Bank Guarantee</p> <p>3.3.1 The Performance Bank Guarantee (PBG) having validity from the date of submission of PBG until Fifteen (15) months from the Effective Date and of value of INR..... to be furnished under this Agreement shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement as per format provided in Schedule 1</p>	Provisions of RfS document including subsequent amendment(s) and clarification(s) will prevail.
14	<p>PPA, Page No. 22</p> <p>4.2.7 Land Arrangements:</p> <p>b. Any activities pertaining to accomplishment of 4.2.7(a), as applicable for the Project, shall be required to be completed prior to PPA being executed for the Project. Any delay by JDA as per 4.2.7(a) above shall lead to extension of SCD upto the delayed period</p>	<p>4.2.7 Land Arrangements:</p> <p>b. Any activities pertaining to accomplishment of 4.2.7(a), as applicable for the Project, shall be required to be completed prior to PPA being executed for the Project. Any delay by JDA as per 4.2.7(a) above shall lead to extension of SCD upto the delayed period and compensation if any to be paid by JDA to the SPD at actuals.</p>	Provisions of RfS document including subsequent amendment(s) and clarification(s) will prevail.

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Selection of Solar Power Developers for Setting up of 10MW Grid Connected Solar PV Power Project to be installed at Bagru, Jaipur District, Rajasthan under Competitive Bidding			
Sl. No.	Existing Clause of RfS/ PPA	Query	Clarifications
15	<p>PPA, Page No. 24</p> <p>4.4. Right to Contracted Capacity & Energy</p> <p>4.4.2 Any excess generation over and above 10% of declared annual CUF may be purchased by JDA at a fixed tariff of 75% (seventy-five percent) of the PPA tariff. However, the SPD shall inform at least 30 days in advance of such excess generation to buying Entity, to enable buying Entity to take necessary actions for the acceptance of this excess generated energy. Buying Entity shall be required to intimate its approval/refusal to the SPD, for buying such excess generation not later than 7 days (No response beyond 7 days shall be construed as refusal by Buying Entity) of receiving the above offer from the SPD. While the SPD would be free to install DC solar field as per his design of required output, including his requirement of auxiliary consumption. In case at any point of time, the peak of capacity reached is higher than the rated capacity and causes disturbance in the system at the point where power is injected, the SPD will have to forego the excess generation and reduce the output to the rated capacity to ensure compliance with grid requirement.</p>	<p>4.4. Right to Contracted Capacity & Energy</p> <p>4.4.2 Any excess generation over and above 10% of declared annual CUF may be purchased by JDA at a fixed tariff of 100% (hundred percent) of the PPA tariff. However, the SPD shall inform at least 30 days in advance of such excess generation to buying Entity, to enable buying Entity to take necessary actions for the acceptance of this excess generated energy. Buying Entity shall be required to intimate its approval/refusal to the SPD, for buying such excess generation not later than 7 days (No response beyond 7 days shall be construed as refusal by Buying Entity) of receiving the above offer from the SPD. While the SPD would be free to install DC solar field as per his design of required output, including his requirement of auxiliary consumption. In case at any point of time, the peak of capacity reached is higher than the rated capacity and causes disturbance in the system at the point where power is injected, the SPD will have to forego the excess generation and reduce the output to the rated capacity to ensure compliance with grid requirement.</p>	Provisions of RfS document including subsequent amendment(s) and clarification(s) will prevail.
16		Please detail out how the tariff of Rs 3.20/kWh has arrived since RERC has given Rs 3.14/kWh as maximum tariff in recent tariff orders. That too for Indian made modules. How can you provide more tariff ? This is needed to clarify since a SPD got selected @ Rs 3.20/kWh then it may face a problem of the tariff so arrived.	Kindly refer Sr. No. 01 of Amendment-I.
16		SECI is well aware of MNRE CPSU Scheme Phase II (for Govt. Producers). They have allotted VGF to Govt producers. This scheme provides Govt. producer to avail VGF of 70 lakhs/MW which he gives the same to SPD and balance is to be paid in tariff rate which is order of Rs 2.80/kWh as per scheme. Then why JDA as govt agency wants to pay more of tariff Rs 3.20/kWh in place of Rs 2.80/kWh as notified by MNRE Guide Lines.	The CPSU Scheme is applicable for the Projects owned by CPSEs. Since the proposed Project is envisaged under BOO Model, it can't be considered under CPSU Scheme. However, provisions of Standard Bidding Guidelines issued by MoP has been considered.
17		Where JDA will use this power. Details of load where such power will be consumed is needed since power generated is to be used	The Power shall be utilised by JDA for meeting the captive load requirement of their STPs/ Buildings/ Offices located in Jaipur District through Transmission and Wheeling of Power.
18		Please clarify whether JDA has made/ will execute the Transmission and Distribution agreements respectively with RVPN and Jaipur Discom to utilize this power.	JDA has obtained NOC for connecting the Power at single point at Voltage Level of 33/220kV Grid Substation located in Bagru village where it interconnects to RVPN/ STU Network.
19		Under this Bid Document SPD will sell the energy to JDA. The Power Evacuation will be made at RVPN GSS and this energy will be subjected to wheeling and transmission charges. As this sale of energy will be Third party sale as per RERC regulations and solar policy 2019 generated energy will be subjected to Additional Surcharge @ Rs 0. 80/kWh for 25 years and will be deprived of exemption of Electricity Duty @ 0.40 Paisa/kWh for seven years. In addition to it payment of Transmission charges and Distribution charges will be required to be paid by JDA to RVPN and Discom. Thus Bid document based on third party sale Viz a Viz Solar plant set up under Govt Producer Scheme will result in an additional burden of additional surcharge for all the 25 years and Electricity duty for 7 years to JDA.	Clause No. 4.2.6 of the PPA may kindly be referred.

Clarifications to Queries raised during Pre-Bid Meeting on 23.06.2020

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Sl. No.	Existing Clause of RfS/ PPA	Query	Clarifications
20		Under such a big loss to JDA in 25 years, SECI should review the bid Documents under third party sale to CPSU Scheme phase-2 (Government Producer Scheme)	Kindly refer the Clarification mentioned under Sr. No. 16 above.
21		Energy recorded at GSS will generate energy and will not be used by JDA at this point. So the load center of JDA will be at some other point. As the owner of the Solar plant is SPD he is required to sign the Transmission Agreement and Distribution Agreement with RVPN and Jaipur Discom. a) Thus how these and other applicable charges will be applicable in addition to Solar Tariff of 3.20/kWh. b) Where will be the metering point of energy of JDA and c) how will be taken care of Transmission and Distribution losses and other applicable surcharges and who will pay and how.	Clause No. 4.1 (SPD's Obligations) under Article 4 of the PPA may kindly be referred.
22	RfS, Section-II, ITB (Page No. 17) 4 PROJECT LOCATION The entire Project having cumulative installation capacity of 10MW, under the RfS shall be located at an identified 15 Hectare Vacant Land owned by JDA at Bagru Kala Town, Near Chitroli Village, Jaipur District, Rajasthan, India. Annexure-A6 may be referred. RfS, Appendix-A6 (Page No. 109) Maximum Usuable Area for Solar PV Power Plant : 12 Hectare	Kindly Clarify the exact area for which is identified for 10MW solar power plant as there is ambiguity as the the RfS.	Kindly refer Sr. No. 11 of Amendment-I.
23	RfS, Section-II, ITB (Page No. 18) 5. It shall be the responsibility of the SPD to remain updated about the applicable charges payable to the SNA under the respective State Solar Policy. RfS, Section-II, ITB (Page No. 19) 7.4 The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/ Scheduling charges, SOC, MOC maintenance, losses etc. and any other charges from the Project upto the Interconnection Point will be borne by the SPD. 7.7 Reactive power charges as per CERC/ SERC regulations shall be payable by SPD as per provisions of PPA.	Kindly Clarify all the charges which SPD have to pay to SNA as per state policy. We are requesting SECI to kindly clarify all the charges related to wheeling charges, SLDC/ Scheduling charges, SOC, MOC maintenance, losses etc. and any other charges from the Project upto the Interconnection Point. Also kindly clarify the Reactive power charges as per CERC/ SERC regulations shall be payable by SPD as per provisions of PPA in advance so that SPD will workout their estimation properly.	Clause No. 4.1 (SPD's Obligations) under Article 4 of the PPA may kindly be referred.
24	RfS, Section-II, ITB (Page No. 25) 11 PERFORMANCE SECURITY/ PERFORMANCE BANK GUARANTEE (PBG) 11.1 Bidders selected by SECI based on this RfS shall submit Performance Bank Guarantee for a value INR 18,000,000/- (Indian Rupees One Crore Eighty Lacs Only) {@ INR 1,800,000/- per MW} within 30 days of issuance of Letter of Award (LoA) or before signing of PPA(s), whichever is earlier	We are requesting SECI to kindly lower down the PBG value from 18Lakh/MW to 10 Lakh/MW as per standard practice.	Provisions of RfS document including subsequent amendment(s) and clarification(s) will prevail.
25	PPA, Page No. 16 2.1. Effective Date 2.1.1. This Agreement shall come into effect from (Enter the date as on 30th day of the issuance of Letter of Intent to the SPD) and such date shall be referred to as the Effective Date."	Kindly modify this clause as per below: This Agreement shall come into effect from (Enter the date as on 30th day of the issuance of Letter of Intent to the SPD or Signing of PPA which ever is later) and such date shall be referred to as the Effective Date."	Provisions of RfS document including subsequent amendment(s) and clarification(s) will prevail.

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Sl. No.	Existing Clause of RfS/ PPA	Query	Clarifications
26		<p>Site Visit</p> <p>Kindly provide the contact details of the concerned person for doing the site visit,</p>	<p>Bidder can conduct Site Visit in consultation with JDA directly.</p> <p>Contact Person : Shri C. P. Gupta, Executive Engineer (Electrical II) 0091 141 2569696 Extn 7026 0091 9414029421</p>
27		<p>Land Available - 15 Hectare</p> <p>To meet the required CUF of 21%, we shall need to Install 40 to 45% higher DC Capacity, which will be approx 14.5MWp to get 10MW Output.</p> <p>However to Install 14.5MWp we required approx 55Acres (23 Hectare of Land), which is comparatively higher than the provided land of 15 Hectares.</p> <p>Please let us know about availability of extra land at site.</p>	<p>Provisions of RfS document including subsequent amendment(s) and clarification(s) will prevail.</p>
28		<p>Transmission Line</p> <p>As per tender we have to install two separate block of 5 MW each.</p> <p>Please let us know whether we have to execute two separate bay and two separate transmission line up to interconnection point for each block or we can combine both 5 MW block at Solar Plant end and can evacuate 10MW power on single circuit from Solar Power Plant to Interconnection Point.</p>	<p>Both can be combined and can be evacuated at single point.</p>
29		<p>Vegetation</p> <p>Please let us know whether land levelling, Grading, tree cutting if there is any in JDA scope or SPD scope.</p>	<p>Bidder can assess the same during Site Visit.</p>
30		<p>Land Survey</p> <p>Kindly share with us the contour layout and SBC report of the plant, if there is any.</p>	<p>Appendix-A6 (Page No. 109) of the RfS document may kindly be referred.</p>
31		<p>SLD</p> <p>Please share with us the SLD of the existing system for connectivity understanding and co-ordinates of Interconnection substation for proper understanding of transmission line route.</p>	<p>Appendix-A6 (Page No. 109) of the RfS document may kindly be referred.</p>
32		<p>Delivery Point/ Interconnection Point</p> <p>Kindly specify the Delivery Point/ Interconnection point, including the substation details. Also, kindly mention the distance of the interconnection point from the land for Solar project, and if sufficient space is available for construction of Bay.</p>	<p>Kindly refer the PPA.</p>
33		<p>Project Timeline</p> <p>Project timeline should be calculated from the date of handover of site to the SPD.</p>	<p>Provisions of RfS document including subsequent amendment(s) and clarification(s) will prevail.</p>
34	<p>RfS, Section-II, ITB (Page Nos. 25 & 27) Clause Nos. 11 & 12</p>	<p>Performance Bank Guarantee and Success Charges</p> <p>As the payment towards success charges is a significant amount of Rs. 1.3 Crore and is to be paid upfront within 30 days of issuance of LoA or prior to execution of PPA whichever is earlier, kindly allow the PBG of Rs. 1.8 Cr to be submitted within 30 days after PPA signing.</p>	<p>Provisions of RfS document including subsequent amendment(s) and clarification(s) will prevail.</p>

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Sl. No.	Existing Clause of RfS/ PPA	Query	Clarifications
35	<p>RfS, Section-V (Page No. 60)</p> <p>2.b.3 In this step, evaluation will be carried out for each Project based on tariff quoted by Bidders. Tariff has to be less than INR 3.20/ kWh. Those bids where the tariff quoted is more than INR 3.20/ kWh, shall be summarily rejected.</p>	<p>Since the project involves many cost incremental aspects, such as transmission line, power evaluation infrastructure, bay construction, all charges and losses related to Transmission of power from project up to Delivery Point (including but not limited to open access, transmission, wheeling, DSM, Scheduling, Reactive power charges (if applicable) etc.) as notified by the competent authority / regulator, request you to kindly remove the tariff cap of Rs. 3.20/kWh.</p> <p>Also, since the project would anyway undergo a reverse auction, the competitiveness of the bid will not be affected.</p>	<p>Provisions of RfS document including subsequent amendment(s) and clarification(s) will prevail.</p>
36	<p>PPA, Page No. 28</p> <p>4.10 Generation compensation for Off-take constraints</p> <p>4.10.1. a. The normative CUF of 19% (Nineteen per cent) or committed CUF, whichever is lower, for the period of grid unavailability, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the SPD in the succeeding 3 (three) Contract Years, shall be procured by JDA at the PPA tariff so as to offset this loss.</p>	<p>As per RfS, the declared annual CUF shall in no case be less than 21%. Hence, our understanding is that the Generation Compensation in offtake constraint due to Transmission Infrastructure not complete/ ready (Transmission constraint) should be done considering the normative CUF of 19% or quoted CUF (21%), whichever is higher.</p>	<p>Provisions of RfS document including subsequent amendment(s) and clarification(s) will prevail.</p>