

Replies to Pre-Bid Queries for Tranche -II Bidding Under the CPSU Scheme Phase-II

S No.	Clause No	Description as per RfS Document	Queries	Clarifications
1	Bid Information Sheet, Sl. F.	Application Fee [ETS Bidding-Deposit Conditionally Refundable (ETS BDCR)]	Application Fee	The application fee is as mentioned in the online portal. It will be levied at Rs.200/MW+18% GST
2	Bid Information Sheet, Sl. H&I.	EMD : Amount: INR 4,00,000/- (Indian Rupees Four Lakh) per MW to be submitted in the form of Bank Guarantee along with the Response to RfS.	Proposed to be replaced with "Bid Security Declaration"	The requirement for EMD is being replaced with submission of Bid Security Declaration. Format is as available on the Website of IREDA/E-RA portal
3	Section III, Cl. 2	COST OF DOCUMENTS & PROCESSING FEES The responses submitted without cost of the RfS document and/or Bid Processing Fee and/or Bank Guarantee against Earnest Money Deposit (EMD) (including partial submission of any one of the respective amounts), may be liable for rejection by IREDA.	PROCESSING FEES The responses submitted without Bid Processing Fee and/or Bid Security Declaration (including partial submission of the amount), may be liable for rejection by IREDA.	The phrase "cost of document" is removed.
4	Section III, Cl.15 a.	a. If the capacity awarded to a SPD is equal to or less than 500 MW, then the Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be on or before 24 months from the date of issuance of LoA/Lol.(for e.g. if Date of issuance of LoA/Lol is 07.08.2020, then SCD shall be latest by 06.08.2022).	a. If the capacity awarded to a SPD is equal to or less than 1000 MW , then the Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be on or before 36 months from the date of issuance of LoA/Lol .(for e.g. if Date of issuance of LoA/Lol is 07.08.2020, then SCD shall be latest by 06.08.2023).	The timeline is part of scheme requirement and hence timeline stipulated remains unchanged.
5	Section III, Cl.15 b.	b. If the capacity allocated is more than 500 MW, then capacity upto first 500 MW has to be commissioned as per timelines in (a.) above. SPD will have a further 6 months to commission the balance capacity i.e. capacity in excess of 500 MW (for e.g. if the Date of Lol, for capacity of 586 MW is 07.08.2020, then 500 MW capacity shall be commissioned latest by 06.08.2022, and for remaining 86 MW, SPD will get extra 6 months)	b. If the capacity allocated is more than 1000 MW , then capacity upto first 1000 MW has to be commissioned as per timelines in (a.) above. The SPD will have additional 6 months to commission each additional capacity in blocks of 500 MW allocated in excess of 1000 MW . (for e.g. if the Date of Lol, for capacity of 1586 MW is 07.08.2020, then 1000 MW capacity shall be commissioned latest by 06.08.2023 . For the next 500 MW capacity, the SPD will get additional 6 months, and for the remaining 86 MW, SPD will get another 6 months)	
6	Section III, Cl. 18.7.	Undertaking regarding no wilful default and no major litigation pending as per Format 7.7		The desired format will be uploaded with the clarification.
7	Section V, Cl.3.2.II.	a. In case more than one bidder is ranked as "H1" bidder, i.e. such bidders are at the same First Round VGF, all such bidders will be eliminated at this stage. b. The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 5,000 MW. In the contradictory scenario, no elimination will take place at this stage.	All the techno-commercially qualified bidders, whose financial bids are in line with the RfS provisions, will be shortlisted for eRA. Accordingly, the no. of bidders shortlisted for e-RA, i.e. "n" = "T"	All the techno-commercially qualified bidders will be allowed as per RfS.

S No.	Clause No	Description as per RfS Document	Queries	Clarifications
8	Section VII, Format 7.1	We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 7.7 under Disclosure).	We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS.	The desired format has been prepared and available on the website of IREDA/Portal
9	Section VII, Format 7.4.A.	FORMAT OF BOARD RESOLUTION TO UNDERTAKE THE PROJECT	Proposed to be deleted	The location and other detail can be removed, but a resolution/ approval from competent authority (along with the resolution for DoA) may be submitted. However, the location and other details, with approval of Competent Authority, need to be provided before release 1st Tranche of VGF.
10	Section III Cl 11.1	the PBG/LoC shall have validity till the period ending at 33 months (39 Months if the total allocated capacity is more than 500 MW) from the date of issuance of LoA/Lol.	the PBG/LoC shall have validity till the period ending at 33 months (39 Months if the total allocated capacity is more than 500 MW) from the date of issuance of LoA/Lol. Selected Bidder may submit the PBG/LoC with the initial validity period of 1 year with annual renewal every year till 33/39 months as the case may be.	The PBG shall be submitted as mentioned in RfS document
11	Section III Cl 18.6	Format for Financial Requirements as per Format 7.6 along with the certificate from Statutory Auditors showing details of computation of the financial credentials of the Bidder.	Proposed to be delete the clause	Relevant document signed by the CS / CFO / Director (Finance) of company may be provided
12	Section V Cl. 4.ii.	In case of a tie among two or more Bidders (i.e. their last quoted VGF being the same at the end of the e-RA), they will be considered in the chronological order of their last bid with preference to that Bidder who has quoted his last bid earlier than others. In the above case, if the time of quote also become exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows: Step 1: Lowest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed. Step 2: Ranking will be done based on draw of lots	In case of tie among two or more Bidders (i.e. their last quoted VGF being the same at the end of the e-RA), then the following procedure will be followed: At the end of the e-RA, all such bidders whose last quoted VGF are tied, will be awarded the remaining unawarded capacity on a pro-rata basis proportionate to their respective quoted capacity, until the total awarded capacity under the e-RA reaches the total capacity eligible for award (SE). The pro-rata value will be calculated ignoring the decimal values (333.33 MW will be considered as 333 MW). Further, in case such pro-rata award of capacity in integral values does not exactly add up to the original cumulative unawarded capacity, requisite extra capacity (MW) will be awarded to the Bidder who has quoted lowest in Financial Bid (Electronic Form). In case of a tie even in this case, the extra capacity will be awarded to the bidders selected based on draw of lots. (Illustration enclosed herewith)	The procedure, as mentioned in scheme, will be followed
13	14	Date & Time of Bid Submission: 04.03.2021	Formalities for bidding such as board approval, project selection and their feasibility analysis would require more time, hence, it is requested to kindly extend the end date of bid submission by at least one month.	The timelines have been decided after detailed discussions and now it is not possible to extend the same.

S No.	Clause No	Description as per RfS Document	Queries	Clarifications
14	3.4	The Bidder may, however, configure the cumulative allocated capacity into any number of Projects/blocks, with minimum size of each Project/block being 1 MW. Further, a single Project may further be sub-divided into a number of "blocks", with size of each block being as per the designs of the SPD.	We have many KW scale solar projects planned across the organisation, can we include these KW scale projects in cumulative bid of 1 MW. Kindly clarify.	The minimum inverter, project size shall be 1 MW.
15	6	The RfS mandates use of both solar photovoltaic (SPV) Cells and modules manufactured domestically as per specifications and testing requirements fixed by MNRE. For the Projects to be implemented under this RfS, both the solar cells and modules used in the Solar Power Projects must be made in India, preferably from the manufacturers listed in ALMM list, published & updated by MNRE from time to time. In case of crystalline Silicon technology, all process steps and quality control measures involved in the manufacture of the Solar Cells and Modules starting from wafers until final assembly of the Solar Cells into Modules shall be performed at the works of PV manufacturers in India.	With already allocated DCR projects, manufacturers may not be in position to provide required number of modules. In case there is delay in project execution due to delay in supply of modules/Inverters then there should be provision for extension of timeline for project execution. Please consider.	The timelines is part of scheme requirement and hence timeline stipulated remains unchanged.
16	11.6	The selected Bidder for the Project selected based on this RfS is required to submit the duly signed copy of award of contract to the EPC contractor (including in-house EPC Division) within 180 days from date of issuance of LoA/Lol. In case, the SPD does not submit the requisite documents, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by IREDA from the Bank Guarantee available with IREDA as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.	Given the multiple approvals and organisational procedures required for EPC tender finalization and work award, time limit of 180 days seems very less. Request to kindly consider time limit of 270 days.	The timelines have been decided after detailed discussions and now it is not possible to extend the same.
17	12	The Selected Bidder shall have to pay INR 1 Lakh/ MW/ Project + 18% GST to IREDA towards administrative overheads, coordination with State Authorities and monitoring of Projects' compliance with WTO norms.	Why charges considered as Rs/MW/project and not Rs/MW only. Request for clarity on the same.	The charges will be levied at Rs/MW on the total capacity allocated post completion of e-RA.
18	Format 7.1	RfS for the development of following Solar PV Project(s) and subsequent table column 3 Location of Project (Village, Tehsil, Dist., State)	There would be possibility of change of location of project based on connectivity clearance and other unanticipated issues, therefore either location may not be asked at this stage or there should be provision to change the location later on. Kindly consider.	The location and other detail can be removed, but a resolution/ approval from competent authority (along with the resolution for DoA) to take up the project under the scheme may be submitted.
19	Format 7.4 A)	RESOLVED THAT the Board be and is hereby authorised to undertake a _____ MW capacity of _____ Project at _____	1) There would be possibility of change of location of project site based on connectivity clearance and other unanticipated issues, therefore either location may not be asked at this stage or there should be provision to change the location later on. 2) In case of PSUs, project approval by competent authority as per delegation of authority (DOA) may be considered instead of board resolution. Request to kindly consider.	If there is delegation of Authority, then same would have been done as per approval/resolution of board, then the said approval for DOA shall be provided.
20	Format 7.6	That the Solar Power Project, of capacity _____MW, at _____, under RfS No. _____ dated _____ is being setup/has been set-up, as per the provisions of the Scheme Guidelines, and explanatory notes, if any, as published by MNRE from time to time.	In case of already set up solar capacity, what is the earliest date by which these projects should have been commissioned to qualify under this scheme. Kindly clarify	The same shall be submitted on or before disbursement of second tranche of VGF.

S No.	Clause No	Description as per RfS Document	Queries	Clarifications
21	Format 7.7		Format not available in the RfS document.	The desired format has been prepared and available on the website of IREDA/Portal.
22	Format 7.10		It is unclear whether this format is required in bidding stage. Kindly confirm the same.	The same shall be submitted on or before disbursement of second tranche of VGF.
23	Format 7.9	PRELIMINARY ESTIMATE OF COST OF SOLAR PV PROJECT	Request to kindly remove the requirement of preliminary estimate of cost of the solar project as we would also require budgetary quotes from EPC contractors for this estimate and same would be difficult to obtain in bidding stage due to time constraint. Only VGF/MW amount may be asked in the format.	Only the indicative cost shall be provided and VGF/MW may be provided.
24	Annexure D	Procure a Digital Signing Certificate (DSC)-Class III.	Request to kindly allow Digital Signing Certificate (DSC)-Class II.	The DSC requirements are system driven and cannot be amended.
25			The Latest ALMM List published by MNRE may please be provided for adherence and confirmation.	The list is published by MNRE from time to time and is available on their website.
26			The Commissioning Schedule Time Period for projects of capacity less than 500 MW is 24 Months from Date of Issuance of LOA and for capacities greater than 500 MW is 30 Months. As part of penalty for delay in commissioning the VGF shall be reduced by 0.15% on the sanctioned VGF. The time period of commissioning may please be kept as 30 and 36 months respectively due to limited availability of cell and module manufacturer supplier under DCR category. The penalty percentage may also be reduced accordingly.	The quantum of penalty and timelines is part of scheme requirement and any change can be affected post change in scheme. Till that happens, quantum of penalty and timelines are going to be the same.
27			SJVN have been successfully bidding in solar tenders being floated by SECI and other State Government agencies. In all these tenders a generic Board Resolution passed by SJVN's Board of Directors supported with specific Power of Attorney in favour of Authorised Signatory was submitted and accepted. In view of above, we request IREDA to consider the same, which shall be supported by Specific POA covering all the points mentioned in Board resolution format of RfS, instead of the Specific Board Resolution.	The PoA shall be given by competent authority. The competent authority shall be as authorised by specific board resolution, may be considered.
28	Clause 17.0	Up to 50 MW capacity can be allocated to Govt. entity at L-1 rate	ONGC is looking forward to avail the VGF at L-1 rate discovered in the most recent bidding as As bidding process is not possible for ONGC. In this context, would request for information on following clarifications – 1. When and how to apply for allocation of capacities ? 2. Whether will be considered for VGF for the applied capacity only if capacity is available with IREDA after allocation of capacities to participating Bidders? 3. Further, In case we plan to get the allocation without participation in the bidding process, whether the document processing fee be applicable & if applicable then there should be some parity from the normal Document processing fee? 4. Domestic Content Requirement: ALMM List of MNRE approved manufacturers is not available on MNRE web site, please share the ALMM list as approved by MNRE.	The application shall be post the conduct of bid but before period ending 4 months form such completion of bid or conduct of next bid. The allocation shall be from the remaining capacity in the scheme, subject to compliance with all the requirement as in Scheme and RfS. Also the allocation will be for those organisation who can not participate, however the max capacity shall be capped at 50 MW in such case.

S No.	Clause No	Description as per RfS Document	Queries	Clarifications
29	Clause 4.0	The maximum rate of usage charges indicated as Rs 2.20 per kWh	it seems very low and may not be feasible in present conditions for smaller Solar Power Plants of few MW only	The tariff is part of scheme requirement and any change can be affected post change in scheme. Till that happens, usage charge is going to be the same.
30	Clause 15.0	SPD is required to sign the EPC agreement within 06 months	It may be revised to 08 months	No change
31	Clause -2	Document processing fee of Rs 5 lakh + 18% GST for each response to RfS	This may please be considered for reduction	Charges have been decided after due consideration. The amendments will not be possible
32	Clause 12	Success Charges	Success Charges may please be waived off	Charges have been decided after due consideration. The amendments will not be possible.
33			In case bidder is not able to identify a buyer, whether IREDA shall be assisting in selling the power to any other entity qualifying the requirement of RfS.	IREDA will not be providing any assistance regarding the sale of power by the bidder
34	4	Power generated from above Projects shall be solely for self-use or use by Government/Government entities, either directly or through Discoms on payment of mutually agreed usage charges of not more than Rs. 2.20/kWh.	As per MNRE, Office Memorandum No. 283/20/2019-GRID SOLAR-Part(2) dated 13th April, 2020, the usage charges was capped at Rs. 2.80/kWh. Please clarify why usage charges is capped at Rs. 2.20/kWh when the latest O.M highlights Rs. 2.80/kWh. Request IREDA to align the charges in line with guidelines.	Pursuant to the said OM, MNRE has further issued No. 302/4/2017-GRID SOLAR dt 23 December, 2020, whereby usage charges have been capped at INR 2.20/kWh.
35	A.4	A Bidder, which has been selected as Successful Bidder based on this RfS, can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated as a subsidiary Company of the successful bidder for setting up of the Project, with at least 76% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of EPC agreement with EPC Contractor. Multiple SPVs may also be incorporated for executing more than one Projects.	In line with Standard Bidding Guidelines issued by MNRE and current practice in all SECI and NTPC bids, post execution of EPC, the shareholding of the bidder (government producer) in the SPV/Project Company shall not fall below 51% at any time prior to one year from COD except with prior approval of IREDA. With this background, please note that the current requirement of the mandatory 76% shareholding in the SPV is incremental and also in a way impacts the possibility of commercially efficient structuring options. Accordingly, we request you to clarify/ provide the flexibility for the Bidder to bring down its shareholding to 51% post execution of EPC.	The government producer (as per the definitions of the scheme) is allowed to float the SPV, and their Government producer shall have 76% shareholding in such SPV. It is not incremental vis-à-vis the scheme.
36	16	The SPD shall provide a power mapping (Format 7.10 of the RfS) for the proposed capacity being quoted for, clearly specifying the SPD, various intermediaries, if any, and the End Consumer. The same shall be submitted to IREDA after finalization of the mapping by the SPD, necessarily prior to disbursement of second tranche of VGF	We understand format 7.10 need not be submitted at the time of bid submission. Please clarify.	Preferably with bid , but as mentioned in bid "necessarily prior to disbursement of second tranche of VGF".

S No.	Clause No	Description as per RfS Document	Queries	Clarifications
37	A.2	Bidding Consortium of Government Producers with one of the Company as Lead member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of EPC agreement with EPC Contractor, keeping the original shareholding of the Bidding Consortium unchanged.	<p>The definition of Bidding Consortium under Clause 1.5 of Section I of the RFS Document does not mandate on both parties to a consortium being Government Producers. However, Sub-Section A.2 of Section IV provides that a Bidding Consortium shall comprise of only Government Producers. Additionally,</p> <p>(i) Sub-section 2 of Clause 18 of Section III of RFS Document, inter-alia, provides the flexibility for a Bidding Consortium to have a foreign entity as a member.</p> <p>(ii) Note at the end of format for consortium agreement (Format 7.5) which provides that "Technology Partner in a Consortium shall be a Company with equity participation less than 10%." Please clarify, the intent of the above three provisions, i.e., whether all the members in the Consortium shall be Government Producers or only lead member shall be Government Producer and whether a private company can be a member to a consortium.</p>	The consortium shall be only between government producers, as per the scheme guidelines. Consortium with private parties is not allowed. Any consortium so formed shall have minimum 51% government share holding in the project company to be floated.
38	1.5	"BIDDING CONSORTIUM" or "CONSORTIUM" shall refer to a group of Companies that collectively submitting the response in accordance with the provisions of this RfS under a Consortium Agreement.		
39	5	We acknowledge that the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of 01 (One) Year after commencement	Request that the shareholding dilution be allowed even if the Government Producer has participated either under standalone basis or as a Consortium with any other entity.	The shareholding shall stay such that government has min 51% before disbursement of 2nd tranche of VGF.

S No.	Clause No	Description as per RfS Document	Queries	Clarifications
40	A.1	“Only Government Producers are allowed to participate as bidder under this RfS. Government Producers can be any entity which is either: (i) directly controlled by the Central or State Government; or (ii) is under the Direct administrative control of Central or State government; or (iii) a company in which Central or State government is having more than 50 % shareholding”	<p>The way the definition of Government Producer is provided in the RFS Document, it appears that the RFS does not recognize companies indirectly held (whether by shareholding/ director rights) as Government Producer thereby not permitting such companies to participate as Bidders/ Consortium Bidders in the RFS Document. However, Clause 2.2.1 of the Government Producer Scheme No. 302/4/2017-GRID SOLAR dated 05.03.2019 defines the term ‘Government Producers’ as: “For the purpose of the Government Producer Scheme, ‘Government Producer’ can be an entity which is either, directly controlled by the Central or State Government or is under the administrative control of Central or State Government or a company in which Government is having more than 50% shareholding”.</p> <p>On comparison of the way both the definitions of the term ‘Government Producer’ are drafted, it is seen that - (1) the definition under the RFS is divided by sub-bullets which does not provide interpretational flexibility to include indirectly held Government held companies within the ambit of the said definition. Whereas, the definition in the March 05, 2019 circular states provides such flexibility in its drafting (more specifically due to the highlighted portion above), (2) similarly, under the the March 05, 2019 circular, an interpretation can be taken that a company where a Government Producer has administrative control can also be considered as a ‘Government Producer’; and (3) further, the March 05, 2019 circular does not require direct</p>	The sub bullets are same as definitions of the on of March 5, 2019. It is not different.
41	A.3	“The sole bidder/lead member, (if applying in consortium) shall not be a loss making entity. In addition, such bidder shall necessarily have positive net worth in the previous financial year preceding the year of application. To establish the same, the applicant shall submit supporting documents including audited balance sheets, income statements, and a certificate issued by the statutory auditor”	In case the definition of Government Producer permits the indirect shareholding of Central or State Government as per the clarification sought under Sr. No. 7 above, please clarify the following- for example, if a CPSU/ Govt. Producer as the controlling shareholder and a private company as the minority shareholder form a JVC and bid in this project, whether such newly incorporated JVC can be a sole bidder since JVC being a newly incorporated company may not have profits to show for the last financial year.	The clause is deleted
42	10	Setting up of the aggregate capacity by the Government Producers, may be done either through in-house Engineering Procurement & Construction (EPC) facility or through open competitive bidding process in a transparent manner in accordance with General Financial Rules (GFR), 2017, Manual for Procurement of Goods, 2017 and CVC Guidelines on the subject. It is further clarified that GFR, 2017 of Ministry of Finance needs to be followed unless there is any specific exemption in this regard to any organization/agency.	<p>We request to kindly consider the following.</p> <p>Pre-bid Tie-up among eligible bidders (Government Entities) under MoU (Memorandum of Understanding), JWG (Joint-Working-Group) or any other route shall be permitted. The document to be submitted by the Bidder at the time of submission of Bid shall be the MoU/JWG/any other arrangement. In case one of the member also happens to be an EPC Contractor (Government Entity), the winning bidder can place the EPC order on such EPC Contractor under provisions of in-house EPC facility as mentioned in the Bid Document.</p>	Not allowed

S No.	Clause No	Description as per RfS Document	Queries	Clarifications
43	8.1	The Project should be designed for interconnection with the ISTS/ InSTS/STU in accordance with the prevailing CERC/SERC regulations in this regard (As applicable). For interconnection with the grid and metering, the SPD shall abide by the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 (as amended from time to time), along with applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electric and other regulations (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA).	The tender allows bidder to quote for projects for self-use. Self-use projects need not to be connected to the grid. Hence, please confirm that connectivity of the grid is not necessary.	It will be allowed, provided that such system shall comply with the IEGC and other technical requirements, as applicable . Also the approval of competent authority before energising the line shall be submitted.
44	8.3	The responsibility of getting ISTS/STU connectivity and Long Term Open Access (LTA) shall entirely be with the SPD and shall be at the cost of the SPD. The transmission of power to and at the point of Interconnection /Delivery Point where the metering is done for energy accounting shall be the responsibility of the SPD at his own cost. In case the SPD is required to use InSTS to bring solar power at ISTS point, same shall be done by the SPD as per rule and regulations prescribed by the respective SERC in this regard.		
45	4	"Power generated from above Projects shall be solely for self-use or use by Government/Government entities, either directly or through Discoms on payment of mutually agreed usage charges..."		
46	9	Any Government Producer setting up solar PV Power Projects will be eligible for VGF assistance under this RfS if it sets up a Solar PV power plant for self-use or use either by Government/Government entities, directly or through DISCOMs. Such Government Producers will submit an undertaking that there will be no commercial sale/resale of power and that such producer will be using electricity produced from this Project, either for self-use or use by Government/Government Entities.	We request to kindly clarify the following. Setting up of Solar PV power plants for supplying auxiliary power for a power generation plant or the production of goods or services by Government entity is permitted .	The supply auxiliary power shall not be allowed The use of power for production of goods & services may be considered
47	G	Amount: Rs. 5 Lakh + 18% GST for each response to RfS, to be submitted either through NEFT/RTGS transfer in the account of IREDA, or in the form of DD/Pay Order along with the response to RfS in favour of "Indian Renewable Energy Development Agency Ltd", payable at New Delhi.		One application is required for aggregate capacity
48	F	The application fee has to be paid directly to the service provider's website/ account (https://www.bharat-electronictender.com) in which the prospective bidders have to register themselves to access all bid related documents and to submit their final bids. In the event of capacity allocated to an applicant being less than capacity applied for, the excess application fee shall be returned, without interest, within 7 days after the conclusion of the bidding. The details of the refund will be intimated to the bidder and IREDA through email by the service provider	The application fee has to be paid directly to the service provider's website/ account (https://www.bharat-electronictender.com) in which the prospective bidders have to register themselves to access all bid related documents and to submit their final bids. The amount to be paid as application fee for quoted capacity is in proportionate of 10 Lakh rupees for 5000 MW (As per ETS tender sheet)excluding GST (GST to paid on amount as per quoted capacity) Example If Bidder quote for 5000 MW capacity, the application fees is 10 L+ GST. If Bidder quoted for 1000 MW the fees is 2Lakh + GST.	Yes. The bidder needs to submit fees for applied capacity only.

S No.	Clause No	Description as per RfS Document	Queries	Clarifications
49	24	In case the RfS provides provision for multiple bids by a common bidder, then separate EMD(s) and Bid Processing Fees shall be furnished for all the bids as listed out in the RfS along with the response to RfS. Kindly refer the Clause of Bid Information Sheet for details. EMD shall be enclosed in a sealed envelope and shall be submitted in the office of IREDA (offline) whose mailing address is mentioned in the Bid Information Sheet.	The Bidder has to provide total quoted capacity with Single VGF in Line with Rfs (any capacity between Minimum 1 MW to Max 5000 MW) . Further after becoming successful bidder and within 90 days of issue of LOA ,The bidder has to provide final location ,capacity , Nos of Project and connectivity point .	Yes, they are allowed to do so.
50	5	5. PROJECT SCOPE & TECHNOLOGY SELECTION The Projects to be selected under this scheme provide for deployment of PV Technology. However, the selection of Projects would be technology agnostic within PV technology and crystalline silicon or thin film or CPV, with or without Trackers could be installed. The Projects to be selected under this scheme provide for deployment of PV Technology. However, the selection of Projects would be technology agnostic within PV technology including Bifacial technology and crystalline silicon or thin film or CPV, with or without Trackers could be installed.	The developer may choose any of the commercially established solar PV technology.
51	6	6. DOMESTIC CONTENT REQUIREMENT The RfS mandates use of both solar photovoltaic (SPV) Cells and modules manufactured domestically as per specifications and testing requirements fixed by MNRE. For the Projects to be implemented under this RfS, both the solar cells and modules used in the Solar Power Projects must be made in India, preferably from the manufacturers listed in ALMM list, published & updated by MNRE from time to time. In case of crystalline Silicon technology, all process steps and quality control measures involved in the manufacture of the Solar Cells and Modules starting from wafers until final assembly of		The modules shall have been included in the said list. If the list is not updated at time of selection of such cells and/or modules, a confirmation form MNRRE shall be provided.
52	7(i)	(i) A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid for any cumulative capacity between (and including) 1 MW to 5,000 MW, which shall be quoted only in integral values, in the prescribed formats.		The LoA shall be given only to the successful applicant.
53	8.5	Waiver of ISTS charges and losses for use of ISTS network, if any, shall be available to Projects set-up under the CPSU Phase-II Scheme, as per relevant orders/guidelines issued by government authority.	Waiver of ISTS charges and losses, for use of ISTS network, shall be available to Projects set-up under the CPSU Phase-II Scheme.	The waiver will be as per the latest order. Kindly refer the latest order as available with MoP.
54	8.(d)	Certified copies of annual audited accounts for the last financial year, i.e. FY 2019-20.	The bidder is required to submit the Certified copies of annual audited accounts for the last financial year, i.e. FY 2019-20. The printed Annual Report contains the annual accounts audited by the statutory auditors of the Company.	The relevant document may be certified the by the CS/CFO/Director (F) of organisation.

S No.	Clause No	Description as per RfS Document	Queries	Clarifications
55	A.1	1.Only Government producers are allowed to participate as bidder under this RfS. Government producers can be any entity which is either: i. Directly controlled by the central or State Government or ii. Is under the Direct administrative control of central or state government or iii.A company in which central or state government is having more than 50 % shareholding. Any reference to 'Government Producers' includes organizations. Agencies, Public Sector Undertakings of both Government of India and State Governments	1.Only Government producers are allowed to participate as bidder under this RfS. Government producers can be any entity which is either: i. Directly controlled by the central or State Government or ii. Is under the Direct administrative control of central or state government or iii. A company in which central or state government is having more than 50 % shareholding. Any reference to 'Government Producers' includes organizations. Agencies, Public Sector Undertakings of both Government of India and State Governments A joint venture company between Two CPSU(s) having equity shareholding Patern of 50:50 also considered a "Government Producer "	JV companies are not allowed
56	2b.2	The Bidder will have to submit a single bid (single application) quoting a single VGF per MW for all the Projects applied for		The applicant can submit one application for cumulative capacity of project it wishes to apply for.
57	-	Request for Amendment (New Clause)	Format 7.9 -PRELIMINARY ESTIMATE OF COST OF SOLAR PV PROJECT are required to be submit with in 90 days of LOA date.	Only the technology and VGF/MW may be provided
58		Under this RfS, use of both Solar Photo voltaic (SPV) cells and Modules manufactured domestically as per specidifications and testing requirement fixed by MNRE are mandatory for installation of awarded Solar PV power Plant.	Under this RfS, use of both Solar Photo voltaic (SPV) cells and Modules manufactured domestically as per specidifications and testing requirement fixed by MNRE are mandatory for installation of awarded Solar PV power Plant. The relevant MNRE Document detailing specidifications and testing requirement fixed by MNRE is	May please refer MNRE website.
59	8b	b. The SPDs must install necessary equipment to continuously measure solar radiation on module plane, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to IREDA and MNRE on line and/ or through a report on regular basis every month for the entire lifetime of the Project.		No, IREDA will not be providing the same
60		Certificate from the Module Manufacturer to the SPD regarding meeting of DCR norms under CPSU Scheme-Phase-II (On the letter-head of the SPD)		The declaration shall be on the letterhead of SPD, the certificate from manufacturer to be enclosed as per point no. 2 of the declaration.
61		Certificate from the Cell Manufacturer to the Module manufacturer regarding meeting of DCR norms under CPSU Scheme-Phase-II (On the letter-head of the SPD)		The declaration shall be on the letterhead of SPD, the certificate from manufacturer to be enclosed as per point no. 2 of the declaration.
62	Clause no. 10, S.No. 10.1	Earnest Money Deposit (EMD) of INR 4 lakh/ MW in the form of Bank Guarantee, according to Format 7.3 A and valid for 9 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected	In line with O.M. dated 12.11.2020 of Ministry of Finance, Department of Expenditure and O.M. dated 22.12.2020 of MNRE, only provision of bid security declaration is to be kept. Accordingly, request to amend the provision of RfS suitably.	The requirement for EMD is being replaced with submission of Bid security declaration.

S No.	Clause No	Description as per RfS Document	Queries	Clarifications
63	Clause no. 11, S.No. 11.1	Bidders, selected by IREDA based on this RfS, shall submit Performance Guarantee for an amount equal to 50 % of total VGF sanctioned after e-RA for the project but before disbursement of first tranche of VGF.	Department of Expenditure and O.M. dated 22.12.2020 of MNRE, Performance security is to be kept @ 3% of the value of contract. 50% of total VGF shall be Rs. 35 Lacs/MW in case of ceiling VGF which is appx. 9% of the project cost considering project cost @ Rs. 4 Cr./MW. Accordingly, it is requested to keep the PBG @ Rs. 12 lacs/MW and to suitably amend the provision of RfS	The said OM is for procurement of goods/services/works contract by procuring organisation. Here the applicants are being selected for funding for their projects.
64		After the bidding process is over, IREDA shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 25 working days after the completion of eReverse Auction. The PBG of SPDs shall be returned to them, within 15 working days after successful commissioning of their projects, after taking into account any penalty due to delays in commissioning as per Clause No. 15, Section-III, Instructions to Bidders (ITB) of RfS.	After the bidding process is over, IREDA shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 working days after the completion of eReverse Auction. The PBG of SPDs shall be returned to them, immediately after successful commissioning of their projects, after taking into account any penalty due to delays in commissioning as per Clause No. 15, Section-III, Instructions to Bidders (ITB) of RfS.	The timelines have been decided after detailed discussions and now it would not be possible to extend the same.
65	Cl. No. 15 (c)	c. In case of delay in commissioning of the Project beyond the SCD, subject to a maximum of 6 months from such SCD, as part of the penalty for delay in commissioning the amount of VGF sanctioned to be the project shall be reduced by 0.15% (zero point one five percent) of the sanctioned VGF, on per day basis, for the period of such delay, and proportionate to the capacity delayed or not commissioned.	To take care of unforeseen unavoidable circumstances, Force Majeure etc., clauses pertaining to extension in commissioning period on reasonable grounds may please be kept in the RfS Document. Further, it is proposed that penalty on delay of commissioning to be levied only for the unjustified delay period @ 0.10% of the sanctioned VGF	Penalty will not be levied in case of force majeure
66	12 (c)	The Selected Bidder shall have to pay INR 1 Lakh/ MW/ Project + 18% GST to IREDA towards administrative overheads, coordination with State Authorities and monitoring of Projects' compliance with WTO norms.	It is proposed to reduce the success charges @ INR 0.50 Lakh/MW + 18% GST to avoid high overloadig on capital cost	The charges have been decided post deliberation internally and in alignment with previous two round of bidding.
67		Power generated from above Projects shall be solely for self-use or use by Government/Government entities, either directly or through Discoms on payment of mutually agreed usage charges of not more than Rs. 2.20/kWh. The said value shall be exclusive of any other third party charges like wheeling and transmission charges and	The capped usage charges should be revised to Rs. 2.50/unit in order to conceive the project viability in the light of limited availability and cost variance of domestically manufactured modules and cells (DCR Category)s	the tariff is part of scheme requirement and any change can be affected post change in scheme. Till that happens, usage charge is going to be the same
68			RfS Document is silent on PPA among Developers & Buyers. Whether Developer shall sign PPA with buyers on mutually agreed terms and conditions between them or IREDA shall have any role in signing of PPAs.	IREDA will have no role in PPA signing. IREDA will only check the details to confirm that power is been sold to intended buyer as per scheme
69			As per the CPSU scheme , a joint venture company between Private Party owning 51% and 49% by Govt is ligible to purchase power under this scheme or not. Pl confirm	It will not be allowed

S No.	Clause No	Description as per RfS Document	Queries	Clarifications
70	DEFINITIONS OF TERMS, Clause 1.6;	<p>"CAPACITY UTILIZATION FACTOR (CUF)" shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.</p> <p>The CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8760)) \times 100\%$.</p>	<p>"CAPACITY UTILIZATION FACTOR (CUF)" shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.</p> <p>The CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) \times 100\%$.</p>	Accepted
71	Clause 7.0,	<p>MAXIMUM ELIGIBILITY FOR CAPACITY ALLOCATION FOR A BIDDER</p> <p>i) A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid for any cumulative capacity between (and including) 1 MW to 5,000 MW, which shall be quoted only in integral values, in the prescribed formats.</p> <p>ii) The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to 5,000 MW.</p>	<p>If the bidder 'X', which is a wholly owned subsidiary of its parent/ holding company 'Y', participates in the tender and succeeds, can the part capacity be executed by "X" and the balance capacity by "Y"?</p>	No, same is not allowed
72	Clause 18.0, Clause A, Section-IV, QR	The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS.		
73	Clause 15.0, ,	The SPD is required to sign the EPC agreement with EPC Contractor within 6 months from date of issue of LoA/Lol by IREDA.	We understand that SPD can place the award on EPC Contractor before receipt of LOA/ LOI from IREDA also. Please confirm.	the selection of EPC shall be post the completion of e-RA under the scheme
74	Clause 15.0,	<p>Release of VGF:</p> <p>1. 50 % on award of Contract to the EPC Contractor (including in-house EPC Division) by the SPD. The SPD is required to sign the EPC agreement with EPC Contractor within 6 months from date of issue of LoA/Lol by IREDA.</p> <p>2. The SPD can sign the EPC contract for complete capacity in one go or in tranches, provided the EPC contract for the complete capacity is awarded within 6 months.</p>	<p>1. 50 % on award of Contract to the EPC Contractor (including in-house EPC Division) by the SPD. The SPD is required to sign the EPC agreement with EPC Contractor within 18 months from date of issue of LoA/Lol by IREDA.</p> <p>2. The SPD can sign the EPC contract for complete capacity in one go or in tranches, each tranche comprising of one or more projects, provided the EPC contract for first 500 MW capacity is awarded within 6 months, next 500 MW capacity within 12 months and the balance capacity is awarded within 18 months from the date of LoA.</p>	The timelines have been decided after detailed discussions and now it would not be possible to extend the same.
75	Clause 10,	Earnest Money Deposit (EMD) of INR 4 lakh/ MW in the form of Bank Guarantee, according to Format 7.3 A and valid for 9 months from the last date of bid submission, shall be submitted by the Bidder.....	Earnest Money Deposit (EMD) is NIL. Only Bid security declaration is to be submitted in line	The requirement for EMD is being replaced with submission of Bid security declaration

S No.	Clause No	Description as per RfS Document	Queries	Clarifications
76	Clause A.4,	Bidder, which has been selected as Successful Bidder based on this RfS, can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated as a subsidiary Company of the successful bidder for setting up of the Project, with at least 76% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of EPC agreement with EPC Contractor. Multiple SPVs may also be incorporated for executing more than one Projects.		No change
77	Clause 18.0 Clause A	The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS.		No change
78	: Clause 12:SUCCESS CHARGES	The Selected Bidder shall have to pay INR 1 Lakh/ MW/ Project + 18% GST to IREDA towards administrative overheads, coordination with State Authorities and monitoring of Projects' compliance with WTO norms. The payment must be made by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA.	The Selected Bidder shall have to pay INR 1 Lakh/ MW/ Project + 18% GST to IREDA towards administrative overheads, coordination with State Authorities and monitoring of Projects' compliance with WTO norms. The payment must be made by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS within 180 days of issuance of LoA.	No change
79	Cl 8.5 ;	Waiver of ISTS charges and losses for use of ISTS network, if any, shall be available to Projects set-up under the CPSU Phase-II Scheme, as per relevant orders/guidelines issued by government authority.	As per MoP order dtd 05.08.2020, no ISTS charges will be levied on transmission of electricity generated from Solar PV power plants commissioned under MNRE's CPSU scheme. We understand that waiver of ISTS charges is applicable for the projects executed under this tender also. Please confirm.	The ISTS charges will be waived as per the latest order of MoP
80	Clause 16, ,	Responsibility of obtaining these certificates from the respective entities shall be under the scope of the SPD, and IREDA will not seek these certificates individually from each entity.	Responsibility of obtaining these certificates from the respective entities shall be under the scope of the SPD, and IREDA will not seek these certificates individually from each entity	No change
81	Format 7.9;	Sl. 9 - VGF Quoted/MW	Sl. 9 - VGF Quoted/MW	Only the indicative cost shall be provided and VGF/MW may be provided.