

BANK GUARANTEE

Sl. No.	Clarifications Sought	Replies
1	In what format the Bank Guarantee will be accepted if Bank Guarantee is from outside India.	Bank Guarantee is to be submitted by Bidding Company from a bank from the list given, having branch in India, in the same format as provided, and to be endorsed by the Indian branch of the same bank if issued from outside India.
2	Kindly confirm if the EMD vide BG can be made in the name of the parent company.	EMD has to be submitted in the name of bidding company.
3	As per format 6.3A, the validity date should be 180 days from RfS response. Whereas the NVVN has rights to submit claim upto 30 days over and above the validity date Bankers experiencing difficulties in mentioning 2 different dates. They insist that the validity date as well as the last date for claim from NVVN should be same. To address this issue, can we arrange for BG with validity date as 211 days from the RfS response?	Validity of EMD required is 210 days from last date of RfS. Consider 210 days from last date of RfS submission
4	<u>Para 3.19</u> Last sentence: "All the Bank Guarantees shall be valid for a period of 34 months from the date of signing of PPA." This is in contradiction with the provisions of the early paragraphs of Clause 3.19, that require for instance the Bank Guarantee for the Earnest Money Deposit to be valid for "210 days from last day of submission of the response to RfS").	Guarantee formats and commitments for EMD and Bid Bond are different from that of Performance Guarantee format, and thus EMD amount and Bid Bond Guarantee Amount is required to be converted in Performance Guarantee format after issue of Letter Of Intent so that validity of total Guarantee amount in Bank Guarantee form culminates on a single date, as mentioned in RfS document.
5	EMD and Bid Bond (against RFP) should also be in 20:40:40 ratio to enable future encashment.	No
6	In the Format 6.10, the list of Banks has been furnished. Our bankers are IDBI Bank Chennai which is not found in the list. It is requested to clarify whether the BG towards EMD etc can be provided by IDBI?	IDBI Bank figures in the list of Banks in PPA and is thus included in the list.
7	In Clause 3.10, on the top the list of documents to be submitted along with RfS has been listed. This also includes at Serial 4 (Performance Guarantee) which is not to be enclosed with RfS but to be submitted at time of signing of PPA	Agreed
8	In case Project Developer is not having any banking relationship with the bankers listed by you, kindly clarify if bank guarantee from any other Scheduled Banks will be accepted.	No
9	Paragraph 3.19 of RfS provides that the Earnest Money Deposit (EMD) provided in the form of Bank Guarantee shall be valid for a period of 210 days. We request NVVN to consider reducing the time period of validity of EMD to 165 days (which is the date for signing PPA), since, on signing PPA the EMD would be required to be converted into performance guarantee.	As per RfS no change accepted
10	Format 6.3 (A) and Format 6.3(B) of RfS provide that NVVN shall be entitled to invoke the respective bank guarantee by making written demand on the guarantor bank in any format. We would like NVVN to indicate specifically the ground on	As per RfS no change accepted

	which NVVN seeks to invoke the bank guarantee, in its written demand. Further, every demand made by NVVN should be accompanied by the original bank guarantee provided by the bidder. We request NVVN to consider the above request and make appropriate change to the formats of the bank guarantee.	
11	Article 3.4.1 of the PPA provides for return of the Performance Bank Guarantee by NVVN. Since the definition of the Performance Bank Guarantee does not include “Earnest Money Deposit” and “Bid Bond” which are also converted into Performance Bank Guarantee, We request NVVN to specifically add reference to return of “Earnest Money Deposit” and “Bid Bond” along with Performance Bank Guarantee, in this Article.	For unsuccessful bidders, EMD & Bid Bond will be returned
12	Performance Bank Guarantee Paragraph 4 of Schedule 1 of the PPA (format of the Performance Bank Guarantee) provides that the Guarantor Bank agrees that it shall not require any proof in addition to the written demand from NVVN, “made in any format”, for honouring the guarantee. We request NVVN to specify the format of the demand letter which should indicate the default of SPD, due to which NVVN is invoking the Bank Guarantee and NVVN should submit original bank guarantee along with its demand.	Format will be considered at appropriate stage
13	A company “A” is planning to apply for a Solar Power Plant under this NVVN scheme. “A” is a wholly owned by “B”. Can “B” give the bank guarantee on behalf of “A”?	No
14	NTPC Vidyut Vyapar Nigam limited (NVVN) reserves the right to modify, amend or supplement this RfS document including PPA. If the tariff in the PPA is modified by NVVN at a later date, then the qualified bidder should be allowed the opportunity to withdraw, without his bank guarantees being encashed. Please confirm.	Please refer RfS & PPA.
15	It is mentioned that Performance Guarantee as per format 6.3 B is to be submitted at the time of signing of PPA. So, how it can be submitted along with the response to RfS (Please refer Point 3.10)?	Performance Guarantee is required at the time of signing of PPA
16	There is no provision for partial encashment of Bank Guarantee. So how the EMD and Bid Bond will be encashed at 20:40:40? Please debate this.	Please refer Sl. No. 5 above, RfS & PPA.
17	Format 6.3 A – “The Guarantor bank acknowledges that this bank guarantee is not personal to NVVN and may be assigned, in whole or in part, (whether absolutely or by the way of security) by NVVN is entitled to assign its rights and obligations under PPA “ - This clause is to be deleted	RfS provision will prevail.
18	Bank Guarantee/per MW to be provided before signing PPA?	Refer Clause 3.19 of RfS.
19	BGs from Foreign Bank will be sent by Indian Bank directly to NVVN. Therefore BG cannot be submitted with RfS document. Please clarify that foreign BG need not be sent with RfS documents?	BGs received directly will be accepted.
20	Bidder does not have limits. Can parent give BG on behalf of bidding company?	BG has to be in the name of Bidding Company Only
21	Format 6.3 A - Should stamp paper value be determined as per the Stamp Act of the place of issue of the Bank Guarantee or place signing of the response to RfS or place of NVVN's office? Please clarify.	At the place where BG is being issued

22	Encashing of BGs: BG encashing provisions seem to be harsh and probably need a little more detailed mechanism with extended time lines so that the developer is encouraged to invest in.	No Review possible
23	For a 100 MW if we propose 2 x 50 MW, is it OK to give two EMDs for equal amount?	Yes
24	Does the $\pm 5\%$ have any impact on the Bank Guarantees to be filled on per MW basis?	No

COMPANIES & ELIGIBILITY

Sl. No.	Clarifications Sought	Replies
1	<p>It is a new partnership firm. The valuations of properties and investments are done by approved Chartered Accountants based on audited financial accounts. Kindly advise if any problem can arise for a partnership firm in meeting the financial criteria as specified in point 3.6 of RfS documents</p> <p>Whether entities like proprietorship concern, partnership firm and cooperative society (formed under Cooperative societies Act, ratified by the Central Government) will not be eligible to bid, even though they fulfil the financial criteria.</p>	<p>Companies registered under companies Act 1956 only are eligible to apply or a company registered under the relevant Laws of the respective countries (on stand alone basis or as a part of Bidding Consortium).</p>
2	<p>According to definition "Company" is any body incorporated under the Companies Act 1956. It is no where mentioned that foreign company can be a bidder or can take part in a Bidding Consortium, whereas in Section 3.10 point (2) and in RfS, NVVN have talked about a Foreign Entity Net Worth criteria and Foreign currency conversion Method. Please confirm / clarify that a foreign company can submit RfS and participate in JNNSM</p>	<p>Foreign Company can be a bidding company or consortium member can also draw resources from its foreign parent / affiliate completing the formalities mentioned in Clause 3.10 above</p>
3	<p>In case of project developer being 100% owned subsidiary of another limited company, whether the financial criteria of parent company will be taken or not ?</p>	<p>Yes, subject to submission of documents like Board Resolution of parent company as mentioned in Clause 3.10</p>
4	<p>We are one of the bidder and proposing to bid for Solar Thermal Power Project pursuant to your document for New Grid Connected Solar Thermal Projects under Phase 1 of JNNSM through a company which will satisfy the net worth criteria jointly with a group company and on the strength of Director's net worth. We propose to enclose an undertaking with the bid documents that on successful allotment the directors shall jointly promote the bidding company and extend 100% financial support and assistance for implementing the project after allotment.</p>	<p>A company or a consortium is eligible to bid based on their own Net Worth and can seek qualification based on the Net Worth of their Parent / Affiliate Company as per provisions of RfS document.</p> <p>Individual Director Net Worth will not be considered</p>
5	<p>The Bidding Company should be allowed to implement the project through a special purpose company (100% subsidiary of the Bidding Company) in case it is successful.</p>	<p>It is allowed, but the Special Purpose Company (as per Companies Act 1956) should be formed before signing of PPA</p>
6	<p>Can an individual be a part of the bidding consortium for a project?</p>	<p>No. Only Company can be a member of a Bidding Consortium</p>
7	<p>In Paragraph 2.0, in definition of "Group Company" point (iii) says "a Company in which the Company directly or indirectly, has the power to direct or cause to be directed the management and policies of such company...." What circumstances will be interpreted as "having the power to direct"?</p>	<p>As defined already " --- whether through the ownership of securities or agreement or any other arrangement or otherwise"</p>
8	<p>For non listed companies, is 26% the minimum promoter holding? Can individuals and companies form a promoter group together holding the 26% requirement or does the 26% have to be held by a single company or an individual?</p>	<p>Minimum equity of 26 % mentioned in the RfS document is related to Controlling Shareholding & Lead Member in a Consortium. They do not relate to an individual promoter holding in a company.</p>
9	<p>Can a "parent company" be a foreign company? Can it own 100% equity in the bidding company? Is there a ceiling on the equity that can be owned by a foreign company in a bidding company?</p>	<p>A parent company can be a foreign company and it can hold 100% equity in the bidding company. Once selected the Net Worth has to be brought into the bidding company as</p>

		per RfS, before signing the PPA.
10	Project Developer used in many places in the document has not been defined in this section2.	Project developer means a project company with whom the PPA is signed.
11	Please let us know whether, in following cases the application (RfS) can be submitted : When same individual Promoter (person) is having shares <u>less</u> than 10% in two (2) Bidding Companies, both quoting against RfS.	Companies incorporated under Companies Act 1956 and the Foreign Companies are eligible to Bid.
12	When same Company is having shares <u>less</u> than 10% in two (2) Bidding Companies, both quoting against RfS. Will these Companies will come under the definition of "Group Company".	No
13	When same Company is having shares 10% or <u>more</u> than 10% but <u>less</u> than 26% in two (2) Bidding Companies, both quoting against RfS. Will these Companies will come under the definition of "Group Company".	Yes
14	When same Company is having shares <u>more</u> than 26% in two (2) Bidding Companies, both quoting against RfS. Will these Companies will come under the definition of "Group Company".	Yes
15	In Clause 3.10, it has been mentioned that Board Resolutions are to be signed by Company Secretary or Director, but Format 6.4 only mentions Company Secretary.	Either of the two is permitted.
16	In Format 6.4, all the three (1,2 &3) Resolutions are provided in same Format but Resolution No. 1 and Resolution No.2 are to be signed by Bidding Company and Resolution No. 3 may be signed by a "Parent Company" whose financial criteria is being is used. In such case, Resolution No. 3 has to be on separate sheet.	Relevant Extracts of Board Resolution to be submitted. Agreed
17	It has been mentioned in Clause 3.6 A (i) Note (a) Net worth that "a certificate from Chartered Accountant to demonstrate the fulfilment of criteria" is to be provided. We find that Format 6.6 is to be signed by Statutory Auditor. Will this certificate from CA be additional to this? If so, the Format may be provided.	Both are permissible.
18	The Authority viz Director or Company Secretary or Chartered Accountant, who has to sign these Balance Sheets may be specified. In case, the above Balance Sheets are to be signed by Chartered Accountant of "Parent Company", and when "Parent Company" is a foreign Company, the CA of such foreign Company does not come under definition of Chartered Accountants which need to be practicing in India as per RfS Document. In such case, will you accept the signatures of Chartered Accountants or Auditors of foreign Company (not Indian)	Please follow the statute as per the Companies Act 1956 or the respective Laws of a Foreign Country. CAs or Auditors of Foreign company are eligible
19	Under the Guidelines, a Technology Partner is permitted to participate as a member in more than one bidding consortium, subject to equity limit. We have observed that the definition of "Technology Partner" appearing in the definition section of RfS (read with paragraph 4.2(v) of RfS) is different than the definition provided in the Guidelines. Although paragraph 3.24 of RfS provides that in case of inconsistency between terms of RfS and the Guidelines, the Guidelines shall prevail.	Cl. 4.2 (v) – the words "holding more than 10% in a Consortium" should be read as "holding 10% or more in a Consortium"
20	Consortium company will take minimum time of 1 month to form or for incorporation. Kindly clarify whether we can forward all documents with respect to leaders name.	Documents have to be in line with RfS.
21	In the event the Bidder wishes to appoint an EPC Contractor (deploying commercially established technology wherein there	Understanding appears to be correct

	is at least one project successfully operational of the proposed technology, for atleast one year) , then we assume that the EPC Contractor shall not be required to be an equity holder in the Company.	
22	In Annexure 1 (page 57 of the RfS) under the Technical Qualification requirements for eligibility of a solar thermal power developer, clause c (ii) seems redundant. All developers without any criteria specified in sections c (iii) to c(vi) would fall under c(ii)? Is clause c (ii) still valid?	Yes
23	Does the parent company (or affiliate companies) need to have the energy focus in their Memorandum of Articles?	Yes
24	Parent: Please clarify how to define Parent of a Bidding Consortium which is a group of companies.	Refer RfS
25	Whether Project Company and Bidding Company can be one or separate company?	Could be one or separate
26	Please clarify whether the Company developing the Project has to be different from the Bidding Company.	Not necessarily
27	How many members are allowed in Consortium bidding?	Any number
28	Refer Annexure 1, clause c), i and iii. Technology provider can be a consulting organisation with experience in engineering of solar thermal plants?	Yes, in case it meets the Eligibility Requirements mentioned in Annexure – 1
29	3.6: RfS criteria for Technology Selection states that there should be at least one project successfully operational of the proposed technology for at least one year. This is contrary to MNRE guidelines section 3, B technical criteria, which includes “or a technology for which financial closure has been obtained.	Please refer Annexure – 1 of RfS and Format 6.7 of RfS
30	Board Resolution Format 6.4 If the company which is applying doesn't have a Company Secretary then the Board Resolution may be signed by the Director. A separate Board resolution, stating the fact that the company doesn't have a company secretary needs also to be submitted.	Yes No
31	Consortium Can a consortium be changed during this process of selection and before signing the PPA?	No
32	Section 4.2 (iii) : Conflict of Interest RfS consider the bid to be non-responsiveness in case of conflict of interest, but it has not been defined in the document as to what constitutes “Conflict of Interest”. Kindly issue a clarification in this regard?	Where any relationship such as affiliate, Group/Parent or ultimate Parent is established during the process of selection or at a later date.
33	Board Resolution According to RfS, Board Resolutions are to be provided. As we understand these are applicable for:- - Member of bidding consortium - Parent/Affiliates whose financial strength is being used Hence, if bidder is a consortium of two members and both the members are using financial credentials of parents, then four board resolutions shall be required. Is our understanding correct?	Yes
34	6.2 Format for Power of Attorney In the format of Power of Attorney, the name of bidding consortium needs to be specified. Is it the name of project company that shall be incorporated in case bidder is allocated capacity and PPA is signed with it? Kindly elaborate?	The name of Project Company can be different from the name of Bidding Consortium.
35	What are the eligibility criteria to apply for a 5MW project under JNNSM Scheme?	Refer RfS

36	What certifications are required from the financial institute / financial consultants other than it is prescribed in mandatory fields?	Refer RfS
37	Information about promoter is needed for which date?	At the time of submission of RfS.
38	Can Evacuation feasibility and or water requirement be on the name of the non-lead member of the consortium	It can be, but has to be transferable in the name of the Project company before PPA.
39	Where a company already owns a project or part there of which is being migrated under the Migration Guidelines, will such company be entitled to make an application under these New Guidelines?	Yes
40	Is there a limit on the number of projects with which a single entity can be associated as a technology partner?	No, if there is no investment by Technology provider. If it is a Company then its share should be less than 10% in each company.
41	Whether the Project developer which has a tie up with a Technology Partner for operation / maintenance of the Solar photo voltaic project can in addition to technology support also enter into a leasing arrangement with the Technology Partner.	In case the assets are not owned by the Developer, Tariff based on Accelerated Rate of Depreciation will be applicable.
42	Whether the Project Developer can be constituted as a Limited Liability Partnership or is it necessary that the Project developer should be a body corporate under the Companies Act, 1956.	It can be Limited Liability Partnership (LLP) provided it has the same status of any company as a company in Indian Companies Act 1956
43	Is addition of solar power plant development compulsory in the main objects of MOA of the company?	May be in other objects clause of MOA of the Project Company
44	Can trusts and societies with requisite Net Worth also make an application?	No
45	Note 1: This document is not transferable – Hope this is not applicable to with in bidding consortium. As in case of consortium the Project Company would be established before the PPA signature.	Bidding Document in such case needs to be in the name of any member of Consortium.
46	The Bidding Company which has committed Net Worth for Solar PV project against their total Net Worth can the balance Net Worth be considered for Solar Thermal Project.	Yes
47	As regards Format 6.6 – Financial requirement kindly clarify what does it mean by “Equity Commitment (in %age) in Bidding Company” & “Committed Net Worth (in Rs. Crore).”	Refer RfS Format 6.6 R1
48	Can the same Company be in the Consortium with other company or individually can apply for Solar Thermal Project.	A company can be in a Consortium. A Company can also apply individually but one has to be for PV and another for Thermal
49	Cl. 3.10 para 5 As this requirement was not stipulated in the final guidelines issued by MNRE on 25.07.2010, it may not be feasible, for a large company like “X” that has Board Meetings only once in a month, to arrange the Board resolutions as sought at such a short notice. It is requested to waive this requirement at this stage, as the bidder in any case would be submitting a substantial EMD. Further, the go-ahead for the project by “X” may not require Board approval, as the investment requirement, as per the Delegation of Powers by the Board, would be within the powers of CMD. As such, if at all, it is requested that approval of the competent authority for the project be considered sufficient for the bid.	In case of Big Companies like “X”, generally power vests with the CMD. So a certificate from the Company Secretary about such a Delegation of Power to CMD needs to be submitted with RfS.
50	Do we need to submit the Income Tax Return if we or our parent have not done solar projects in the past?	IT returns are required from the FY of the COD of the first unit of the project

		from the Project Company
51	Will there be any recourse to Parent Company for any default of SPD?	No
52	Bidding Company "A" has a Foreign Company "F" (Technology Provider) as Parent of Bidding company "A" for use of Net Worth criteria. The Foreign Company "F" has more than 30% share holding in Bidding Company "A". The same Foreign Company "F" has share holding in another Bidding Company "B" which is less than 10% (say 9.2%), but Bidding Company "B" is not having Parent relationship with Foreign Company "F" for Net worth Criteria. Can both the Bidding Companies can quote against the RfS.	Yes
53	Same as above, except that "B" is not a Bidding Company but a Bidding Consortium with Foreign Company "F"	Yes

GENERAL

Sl. No.	Clarifications Sought	Replies
1	Is any kind of Project Report required along with RfS.	No project report required along with RfS
2	<p>Point c of Annexure I of RfS stipulates that “Solar Power Developer must fulfill either of the following requirements as listed from (i) to (vi) and also undertake to tie-up (where ever applicable) with the technology provider fulfilling technology requirements within 180 days of signing of PPA----“</p> <p>Confirm our understanding that Solar Developer has to fulfill requirements listed in point C (i) to (vi) within 180 days of signing PPA. At the time of RfS submission the Solar Power Developer is only required to submit an undertaking that the Solar Power Developer would meet the requirements listed under C (i) to (vi) of Annexure -1 of RfS within 180 days of signing of PPA</p>	Yes, however details of proposed Technology and how bidder proposes to meet the Technical Qualification requirement for eligibility are required to be submitted at the stage of RfS
3	What will be the Selection criteria if two project developers offer the same discount in paisa/ kWh, while one is going for accelerated depreciation and other is not. If both offer same discount of 1 p/kWh in case of accelerated depreciation the discount is 6.68% where as without accelerated depreciation the percentage is 5.58%	It is the amount of discount in paisa / kWh that will form the basis of selection and not the terms of percentage, irrespective of whether Tariff is with Normal rate of depreciation or accelerated rate of depreciation.
4	<p>All the information should be submitted in English language only---</p> <p>If some documents are available in local languages can we use a certified notary translator copy in English?</p>	A certified English translation from an approved translator will be accepted. Document in local language shall be required to be submitted along with the English translation
5	Fulfilment of Technical criteria.- This is also to be submitted together with RfS or within 180 days of signing PPA.	Allowed up to 180 days from signing of PPA, however, some aspects like feasibility of connection from STU and in principle approval for water are to be submitted along with RfS submission.
6	<p>As per the time schedule in Article no 3.23, the time allowed for commissioning of the project is until June 2013 and therefore Article no 1.5 needs to be changed.</p> <p>Project has been defined as a Solar Thermal Project with single point of injection into the STU grid substation of 33kV or above voltage level.</p>	Solar Thermal Projects the projects shall be required to be commissioned within 28 months from PPA.
7	The Bidder should also be allowed to submit response to RfS for multiple projects with different technologies at same location as well subject to total maximum of 100MW.	Yes Allowed for Solar Thermal
8	How many copies of response to RfS should be submitted? As of now our understanding is that one copy is sufficient.	Only one copy in original is to be submitted.
9	Please elaborate the procedure for opening of the response to RfS documents. How the Bidders would know for how much capacity, other Bidders have submitted response. As per the general practice, Annexure 3 (check list) should be red out for each response publicly	Requests for Selection are applications only and at the end of initial screening procedure and short listing of qualified bidders, information of receipt of total qualified bids and capacity will be uploaded for information. If RfP stage is required, the discounts offered will be read in presence of the shortlisted bidders as in a bid situation.

10	<p>Reverse Bidding -- If there are only 150 MW capacity, everyone will get a chance. But, if more application comes than required quota of 150 MW, then reverse bidding comes into picture.</p> <p>Say for example 50 applications with 250 MW capacity has been applied, and 15 applicants with 75 MW are submitted the reverse bidding. Assuming these 15 people will get a chance, what procedure will be adopted to identify the other 15 project proponents for rest of 75 MW Capacity.</p>	The process of selection in the event of total eligible and qualified bids exceeding 150 MW are defined in Clause 3.8 and 3.8.1 and found to be adequate.
11	Is there any State Competent Authority exists for 5MW scheme? If so, who is the State Competent Authority for Tamil nadu, Andhra pradesh and Karnataka ?	Please refer Clause 5.1 of Section 5 of RfS
12	Are we supposed to follow the Final Guidelines for this scheme published by MNRE on 25 th July, 2010 or do we follow only the NVVN RfS document?	RfS document is based on the Guidelines issued by MNRE. The application for selection is to be done as per instructions of RfS document.
13	We suggest that evaluation of tariff discounting proposals can happen on the same day as the last date of submission of tariff discounting proposals. Time is too much for the evaluation.	Provisions of RfS shall prevail.
14	<p>Shift commissioning milestone until 31.12.2013;</p> <p>Allow for 27 months construction time (i.e. Financial Close: 30.09.2011);</p> <p>Allow for PPA Signing latest 6 months before Financial Close (i.e. 31.03.2011).</p>	Provisions of RfS shall prevail unless amended otherwise and stated in the website www.nvvn.co.in
15	Should NVVN wish to reduce the capacity as set forth in this provision of the Call, the Developer should at least have the right to deny his continued participation under this program in which case the Bank Guarantee for the Earnest Money Deposit plus the Bid Bond are to be returned by NVVN.	Option to exit in such situation may be considered.
16	Waiver for encashing the Bank Guarantees when Financial Close (or equivalent) was not achieved due to reasons beyond reasonable control of the Developer.	Provisions of PPA shall prevail.
17	Para 5.1 Can NVVN please explain what entitlements the Developer has when calling on any State Level Agency with this declaration? Does NVVN, MNRE or the Government of India offer a law or regulation of any kind that entitles the central government overruling powers over local or regional authorities (for the purpose of implementation of the JNNSM Phase 1)?	Respective State agencies may be contacted
18	It is mentioned in the RfS document that the "Solar PV projects total capacity offered in 1 st batch of JNNSM is 150 MW. Does the 150 MW capacity include the Solar PV migration projects? If yes, what is the approved capacity the solar PV migration projects?	No, The 150 MW capacity does not include the capacity under Migration projects.
19	Is it safe to assume that the time line for the bidding company to finalize (100% lock down) the technology partner by the financial closure (PPA + 180 days)?	It will be the assessment and responsibility of Bidding Company.
20	<p>NVVN has the right to modify, amend, or supplement the RfS document including PPA.</p> <p>Any changes to the Notice inviting should only be done not later than 48 hrs before the last date of 17th September and the same widely publicized. Changes in PPA should not be</p>	Any Changes done in RfS or PPA or Annexures shall be updated in web site of NVVN with a log of such changed documents for easy referral and traceability by the prospective developers. All efforts will be done to

	made unilaterally without discussions with all stakeholders and based on time and cost, the RfS / RfP is to be re-invited.	ensure that sufficient time is available to the developers after the final change and efforts will be done to see that changes if any are incorporated as early as possible
21	Page 9: Project: "Solar Thermal" is missing in the definition.	In relevant documents it is mentioned as PV or Thermal.
22	Re-designate Project Developer as Bidder where applicable and define Project Developer is the successful Bidder.	Project Developer is the successful bidder selected
23	Are IREDA refinancing commercial banks in respects of their exposure to this sector, if so would you kindly indicate the refinancing rates?	Contact IREDA
24	Will there be a state wise allotment of approvals and state wise discount pattern linked to locational advantages?	No
25	In Definition section of the RFS, the term "Ultimate Parent" is not defined but has been used in paragraph 3.5. This definition needs to be inserted from the Guidelines for Selection of New Grid Connected Solar Power Projects ("Guidelines").	Guidelines may be referred.
26	Clause no. 4.6 – In case of delays attributable to State facilitating agencies, bidder shall not be held responsible and correspondingly the extension time should be granted which could be more than specified in the PPA and L.D. should be charged to SPD for this extended period.	RfS will prevail
27	Pls clarify in which name RFS document to be purchased/ downloaded or whether it can be purchased / downloaded in Leader's name as the consortium name is still to be decided.	Leaders Name
28	Kindly define "Procurer"	NVVN
29	We request NVVN to kindly provide for a time period of 30 days for bid submission from the date of issuance of any clarifications/ amendments to the RfS document.	Time limit as per RfS will prevail, unless extended
30	Kindly clarify, if in the case of a Bidding Company, a Power of Attorney is required to be submitted along with the bid. If yes, kindly provide a format for the same.	Only Board resolution as per Format 6.4
31	Kindly provide separate Board resolution formats which need to be passed by the respective boards as in the case of : Bidding Company Lead member of Bidding Consortium Members of Bidding Consortium Any entity whose financial credentials have been used for the purpose of qualification.	Relevant portion of format 6.4 to be produced as per necessity.
32	For non Crystalline Silicon Technology such as Thin Film technology, whether import is allowed? In case of Import is allowed: Is the modules are custom duty exempted or Deptt provides any Custom Duty Exemption certificate for the same?	Please refer Clause 3.6 (D) of RfS Please contact Custom Department for clarification
33	The format and a detailed mechanism for indicating discount on CERC approved tariff to be provided now itself.	Will be given in RfP stage.
34	I would like to know if a developer can opt for one project each in solar Thermal & Solar PV category	Yes subject to meeting net worth criteria
35	Whether Annex – 3 needs to be submitted separately for Solar Thermal & Solar PV Applications?	Yes, separately for PV & Thermal.
36	Clause 3.22 – Commissioning This LD clause is not clear. We understand that there is no LD between 3 to 5 months of delay. The LD is applicable for the period beyond 5 months of delay.	Provisions of LD for PV and Thermal as per provisions of RfS.
37	Your RfS document does not provide format for Bid Bond to be	Will be given at RfP stage.

	submitted along with RfP. Can we use our own format of will NVVN issue their format at a later date. Please clarify.	
38	Kindly clarify whether both the performance guarantee as per format 6.3 B of RfS and Schedule 1 of PPA are to be submitted at the time of signing of PPA.	One Performance Guarantee is to be submitted before signing of PPA
39	Para 5.2 - It is mentioned that : The proceeds of carbon credit from approved CDM project shall be shared between the generating company and concerned beneficiaries - Who are the beneficiaries and who will identify them.	Will be as per CERC orders
40	Whether consortium agreement has to be given if there is only one co. bidding singly.	No
41	Are Detailed Project Report/project details in terms of location, technology required to be submitted along with RfS?	Detailed Project Report is not required at RfS stage. Tentative location of land and the proposed technology must be mentioned
42	In case a Developer has signed a PPA with a State Govt Agency that allows him to migrate to NVVN, is there any requirement from NVVN that he would need to meet to migrate?	This scheme is for new projects.
43	Is it Rs1 Lakh per project or 1 Lakh per application?	For each project
44	RfS Document No.17-Point No3:10:4 indicates "Performance (To Be Submitted at the time of signing PPA)-Format 6.3B" Whereas, it is submitted as a part of RfS"(Refer Page No.30 Point No.6:0:IV indicates)	Performance Guarantee is required at the time of signing of PPA.
45	What is the minimum/ maximum application criterion?	Min.-5 MW, Max.-100 MW for Solar Thermal
46	What would be the Total No. of MW allotment in Phase I?	Refer Section: 1 of RfS.
47	Is the any specific guideline for JNNSM Projects for setting up project in particular state?	Please see details in MNRE website
48	We being a company from Gujarat can set up our project in other state / location where the maximum viability of Solar Power Generation?	Yes
49	What are the space / area / land required for the plant	This needs to be assessed by the Project Developer. However for the purpose of selection process it will be considered as 2 Hectares/MW.
50	Non Refundable processing fees for those who are selected applicant only, and if they are invited as sorted out applicants for further process of SPV Project (selected as developer)?	All processing fees are non refundable
51	Is adopting Indigenous component mandatory ?	Refer 3.6 E of RfS for Thermal and 3.6 D for PV.
52	Is there any Carbon Credit option in the project?	Refer Section 5 of RfS.
53	In case of SPV project is already set under State Government, can the same company be eligible for JNNSM?	This scheme is for new projects
54	Suppose not selected for Phase I, shall the application carry forward for Phase II, will application get any priority for Phase II.	No
55	Can Board Resolutions contain names of more than 1 person and is it compulsory that all documents should be signed by one person? (eg. PPA signing, net Worth Certificate signing etc.)	This will be upto the respective Board of the companies.
56	In covering Letter is it compulsory to mention only 1 person or multiple names can be given under the point no. 10 i.e. Contact Person Details?	One will be desirable.
57	Can one company propose one Solar PV and one solar Thermal Project	Yes application for one Solar PV and one Solar Thermal can be done
58	You have asked for land classified as "Industrial Use", is this	Yes please ascertain the

	mandatory?	requirements of setting up such plants from the state (s) in which the plant is proposed to be setup.
59	Annexure 3 should be applied one for each company or one for each application	One for each application.
60	Format 6.6 – Exhibit (i) – Column 5 - The exhibit is applicable for the Bidding Company – What is the meaning of ‘Member’ Company	Member of a consortium.
61	Column 7 – Committed Network (in Rs. Crore) - Does this mean the network committed to the solar project under the Phase 1 of JNNSM?	Yes
62	Non Judicial stamp paper: In RfQ document at many places it mentioned as "Non Judicial Stamp Paper" In karnataka - Non Judicial stamp paper is not available, Can we get the stamping at Subregistrar office?	Stamping can be done as per the existing Law of the state.
63	Please also clarify whether any instruction from the Ministry has been given to the STUs in this regard.	May please check up with Ministry or State Govts.
64	Companies applying for both CSP & SPV Power Projects are required to submit separate response for each or can it be incorporated in single response.	Separate responses are to be made for Solar PV & thermal
65	For the Solar Mission, do the State Renewable Energy Corporations (REC's) play any role?	Refer clause 5.1 of Section 5 of RfS.
66	If 2X50 MW project is executed in same location, is it required to provide separate letters for each project?	No, the letter can be for total 100 MW for 2 projects.

LAND & LOCATION

Sl. No.	Clarifications Sought	Replies
1	Do we need to submit land possession documents along with RfS ?	No, only undertaking is to be given as per format. Details to be given within 180 days of PPA.
2	“Certificate by the concerned and competent revenue /vesting of the land in the name of the Project Developer and the land is suitable for Industrial use” --- please provide format to be comply (if any).	No format available as this will vary state wise
3	Requirement of land- at what stage we have to submit the documentary evidence in respect of the land for the project. Is it required to submit with RfS or within 180 days of signing of PPA.	At the stage of RfS submission required undertakings are to be submitted and evidences are to be submitted within 180 days of signing of PPA.
4	Since our company has acquired the land for setting up of the solar power project and is in absolute possession we request you to clarify whether any preference will be given to us	No
5	We request NVVN to issue a clarification that a Bidder may change the site subject to the submission of the documents referred to in Clause 3.6 (C) and (D) and in Clause 3.21 (i) at the time of financial closure.	Please refer presentation point of Pre Bid Meeting.
6	Article 3.21 (i) of the Rfs specifies that lease hold rights for 30 years in the name of the project developer and the clear possession of the land is required. Whereas Article 3.1(f) of PPA, states that SPD is required to have clear title of the land. Thus PPA and RfS are contradictory. Please clarify this contradiction	Both lease hold rights for 30 years and clear title are accepted
7	In case of Bidder being a Consortium who should have ownership/lease hold rights for clear possession of the required land - Lead Member of the Consortium or Project Developer?	Any member of consortium can have owner ship/lease hold of land which has to be transferred to Project Company before signing of PPA.
8	Is Agreement of sale for 100% area of land is acceptable by NVVN?	This is acceptable only up to RfS stage, but details as required in Clause 3.21 are also to be submitted
9	Land required should be within 100Kms of Delhi or can be in any state	No restriction is imposed
10	Format No. 6.8 - Undertaking from STU for interconnection facility would mention about the proposed location of the project. Due to some unforeseen reasons whether the location can be changed and if so, whether the undertaking from STU has to be given once again for the new location.	Yes, in exceptional circum stances with approval of NVVN. Fresh undertaking has to be given.
11	Will need firm allotment or title for land or at least 50% in possession (at the time of applying) for the Project?	Undertaking as required in Format 6.7 is required
12	How can project proponent get this certificate confirming land is of industrial use, if some states like Tamilnadu do not have provision to issue the same or donot convert agriculture land to industrial land quickly within thirty days as required in the RFS document? If this is a must then are you only trying to consider companies with industrial land in possession alone?	May take up with concerned authorities in State Govt.
13	Hence we are requesting your kind attention in giving project proponents more time after the Pre-Bid meeting by extending the last date for submission of RfS Documents.	Time limit as per RfS document unless extended
14	Is it not sufficient to show a registered sale or lease deed instead of getting a certificate from a registartion authority which again may not be the practise or may be time	As per RfS document.

	consuming?	
15	If the encumbrance Certificate obtained from the sub-registrar's office pertaining to the land area, reflecting the possession of the land in the name of the project company sufficient to meet the requirement of the NVVN to establish the possession of the land in the name of the project company?	If it reflects possession of Land, then it will be sufficient.

NET WORTH & EQUITY

Sl. No.	Clarifications Sought	Replies
1	What would be the NET WORTH if we are to establish a 50 MW CSP? Is it (5x50=) 250 Cr or (3x20 + 2x30=)120 Cr	It will be (3x20+ 2x30=) 120 Cr
2	PT Akraya, an Indonesian Company promoted and incorporated a new Indian Private Ltd Company, wholly owned by parent Company. Promoting Company met the Net Worth criteria on 30 th July, 2010.	It is not clear which is the accounting year is it following
3	If RfS is submitted by newly formed Indian Company, does the Indian Company meet the Net Worth criteria based on fulfillment of Net Worth criteria by its parent company (on July 30, 2010). If acceptable then what documents to be submitted for evidence of Net Worth?	Form where this date of 30 th July' 2010 is arrived is not clear.
4	<p>Skyzen Infrabuild Pvt Ltd is owned almost 100% by a Singapore company. We would like to provide net worth statement of our parent Singapore company for the purpose of qualification criteria in the RfS.</p> <p>RfS requires that the net worth statement certified by a Chartered Accountant who is a member of ICAI.</p> <p>However a chartered accountant in India may not be able to certify the networth of a foreign company. Kindly advise, if we can submit a networth statement issued by a chartered accountant registered in Singapore as per laws of Singapore.</p>	<p>Skyzen Infrabuild Pvt Ltd, the Singapore company, i.e the parent company, should have the required Net Worth to qualify & Audited Balance sheet of the Singapore Company along with a certificate from the Chartered accountant in Singapore, certifying the Net Worth of the Singapore Company is to be submitted.</p> <p>Then Board Resolution of undertaking to invest the entire amount, supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid as per CI 3.10 SI 2.</p>
5	From the bid documents we carry an impression that an individual Director can not be a Member of the consortium and therefore we seek your clarification on the said and would like to know the net worth of the Directors will be considered for the purpose of net worth criteria of the bidding company?	Individuals can not be member of the consortium so their net worth can not be considered.
6	If the annual audited accounts for 2009-10 is not available, should the Bidder submit annual audited accounts for 2005-06 to make it four years	Unaudited accounts of 2009-10 are to be submitted certified by a Chartered Accountant as true and fair.
7	Net worth criteria should be met for each project or for total capacity offered. That is if a SPD offers 2x50 MW, net worth requirement should be calculated for two 50MW projects separately or for total capacity of 100 MW as a whole.	Net worth criteria should be met for total capacity offered. In this case for 100 MW capacity, total Net Worth required will be Rs 220 Crore.
8	Please confirm that the company providing financial qualifications to Bidder, need to pass the board resolution under para 3 of Format 6.4 only.	Yes confirmed.
9	Physical assets under the company cannot be valued for arriving at networth is it right interpretation of the requirements?	The book value of the assets shown in the Balance sheet only can be taken.
10	The restricting on changing equity structure applies only to the lead member or to all the consortium partners? Meaning can consortium partners infuse private equity at any stage of project	Share holding pattern as given at the time of RfS shall not change till signing of PPA and controlling

	implementation.	Shareholding shall not change from the stage of RfS up to One year after the COD of the Project. In case of Bidding Consortium, the Project Company incorporated shall have the same Shareholding pattern as given at the time of RfS. This shall not change till the signing of PPA and the controlling Shareholding (held by the Lead member) shall not change from the RfS up to One year after the COD of the Project.
11	Can we use include assets like land etc to calculate the networth?	Land at only book value will be considered.
12	We need the following three clarifications from NVVN. Guidelines are clear for Limited companies. However for proprietorship / partnership firms, pl clarify the following a. Net worth format to be followed b. Authorization format for persons other than Proprietor/ partner to sign the documents	The scheme is for companies only.
13	Financial criteria for Newly established firms which is the wholly owned subsidiary of a parent company. a. Whether the Net worth of the parent company could be considered for Net worth qualification as referred in Note Page No. 14 by giving the audited financial statements of the parent company for last 4 years b. If so whether unaudited financial statements of the newly formed company to be submitted or not?	a) Yes b) No
14	Document says that "no change in the controlling shareholding (>26%) of the bidding company for 1 year of the commissioning of the project". Are we allowed to adjust the controlling shareholder equity within the bidding company as long as we keep them as the controlling share holder in the bidding company (i.e. keep their share to greater than 26%)?	Refer Clause 3.20 of RfS where no change in the controlling shareholding is permitted.
15	Same question in case of a consortium: Could we change the equity share of the lead member while keeping them as lead member (ie atleast 26%) of the bidding company	Shareholding of Lead Member shall not change at least for 01 year after the COD.
16	RfS document says "Bidder may seek qualification on the basis of financial capability of its parent and/or affiliates for the purpose of meeting networth qualification requirements." How does the parent company net worth taken into account in calculating the bidding company net worth? Is it proportionate to the parent company pro-rata equity share of the bidding company? If above is not true, could the parent company (controlling shareholder ie >26% equity) net worth be considered as the net worth of the bidding company?	Total Net Worth of the parent Company will be considered as net Worth of the Bidding Company.
17	Is net worth of the bidding company the aggregated net worth (pro-rata equity based) of the shareholding (ie parent/affiliate) companies within the bidding company?	Yes
18	If the bidding company has multiple shareholders (ie shareholding companies), then does each of the shareholding company need to satisfy the net worth requirement on a pro-rata equity basis?	No, the Net Worth shall be of Bidding Company
19	4.1.1 e and f : As per the provisions, the share holdings	Article 4.1.1

	prevalent at the time of signing of the PPA can be changed after 1 year of the commercial operation date but the project shall continue to be owned by the same company throughout the term of agreement free and clear of encumbrances. It implies that the project cannot be sold at any time during the project life. This may please be clarified.	The share holding may change and promoters may change only after 1 year of COD of last unit of the project but the Project Company has to remain in existence till the life of the project.
20	In Clause 3.6 A (i) four (4) financial years Balance Sheets have been asked. In case of Foreign Company, who may be "Parent Company", they use Calendar year, therefore, calendar years 2006, 2007, 2008 & 2009 should be allowed.	Allowed
21	Format 6.6 Net worth, whether it is to be signed by "Parent Company" whose financial criteria is being is used or by the Bidding Company who is submitting the RfS.	To be signed by Bidding Company or the lead member of the Bidding Consortium.
22	In case, Balance Sheet (Annual Report) of "Parent Company" (for four years) is to be used and submitted, whether these Balance Sheets of "Parent Company" are to be signed by "Parent Company" or Bidding Company.	Copies of the Audited Balance sheets are to be submitted duly countersigned by bidding Company representation.
23	In the Format No. 6.4 (Board Resolutions) for foreign Company "unqualified opinion issued by Legal Counsel of such foreign entity" is to be submitted. However, no Format has been provided. Please also confirm that there is no other amendment or revision in the RfS document issued on 18.8.10 except Annexure-3 (R1).	No specific Format available. Format can be designed by the Legal Counsel of such Foreign Entity for signing the required intent. For Amended Provisions of RfS refer web site of NVVN (Update Details) and remain updated on regular basis.
24	Paragraph 3.6 (A)(iv) provides that a Bidder may seek qualification on the basis of financial capability of its Parent and/or its Affiliate(s). The Guidelines provide the same right to any Member of the Bidding Consortium. However, the provisions of the Guidelines enabling a member to seek qualification on the basis of financial capability of its Parent and/or Affiliate(s) have not been included in the RfS. We request to amend RfS to provide for such right for Member of Bidding Consortium as well.	Please Refer (iv) of page 14 of RfS
25	As defined in the RfS document, the Lead Member should commit at least 26% equity stake in the Bidding Consortium. What we understand is, in case, some Company has a stake of 74% in the equity and other 26%, the Company having 26% stake in equity can be a Lead Member provided the other has no objection. Please clarify.	Lead member must have the largest shareholding but not less than 26% of voting rights
26	Section 3 Clause 3.20 Page 22 Minimum equity to be held by the Promoter Clarification / Recommendation Sought from NVVN	
27	Section 6 , format 6.9 Page 54 Format for Disclosure Kindly define "Ultimate Parent".	Ultimate parent shall mean a company, which controls/own at least 26% equity either directly or individually in the parent/affiliate
28	As per clause 3.10 point no 5(b) 'Board Resolution from Bidding Company committing 100% of equity requirement for the project.' Does it implies that the bidder CANNOT take any Debt from a bank/financial institution for the purpose of installing the project.	Equity and Debts are separate matter equity only will be included for net worth and not the debts.
29	Financial closure - Details on the requirements on the equity section of the financial closure. Does it have to be the cash reserves in the bidding company? Is there any other form (such as commitment letter from investment companies, loans to the	Refer definition of Financial Closure

	company.) acceptable?	
30	<p>Could you please comment on whether the following scenario acceptable?</p> <p>Bidding company (this is not a consortium) has three major shareholding companies.</p> <p>20% of the equity owned by company A. Company A has a networth of 4 Crores.</p> <p>25% of the equity owned by company B. Company B has a networth of 4 crores.</p> <p>55% of the company owned by company C. Company C has a networth of 9 crores.</p> <p>Does the above scenario meet the networth requirement for the bidding company? If not, what is missing? I believe that each of the parent/affiliate companies do meet the pro-rata networth requirement.</p>	Your understanding is correct.
31	Lead Member of the Bidding Consortium: What is the meaning of 26% equity stake in the bidding consortium, which is a group of companies and how the said equity stake to be calculated in the bidding consortium?	Equity commitment will be the basis for deciding this.
32	please confirm whether the Lead Member having ownership / lease hold rights over the required land satisfies the criterion of land possession.	Lead member having ownership/lease hold rights over the required land satisfies the criterion.
33	Also the criterion for new companies is not clear. How can the new company formed explicitly for the purpose of this Bid have Net worth proof as defined in your document? For this purpose, you may have to redefine the net worth as the sum of all net worth of the individual share holders (in ratio of their share holding) as certified by the Chartered Accountant.	Kindly refer the RfS document
34	Please elaborate more on the point that “ the computation of the Net worth shall be based on unconsolidated audited annual accounts of the company”. Also confirm whether the net worth of Rs 15 crores is required for each year individually or out of these last four years net worth any of the financial year net worth will be considered as indicated by the bidder for the evaluation purpose of RFS.	Any of the Financial year will do.
35	It impractical for a solar project with high capital cost to be without changes to shareholding from date of response till signing of PPA and then to year after start of operation.	No change is acceptable.
36	Further the wording/ criteria under this clause may be simplified that a bidding company should continue to have atleast 26% from the time of RfS till 1 year of operations. If a company initially holds 100% and lowers it/ dilutes its equity holding to achieve financial closure, it is upto the bidding company.	No diluting possible.
37	Most investors may join / can become partners after issuing of LOI or signing of PPAs. It may be appropriate to allow developers to change shareholding , but with atleast 26% limitation.After all, the developer is taking the investment risks/- ---- and Bank Guarantees.	This clause is already there.
38	It may be clarified that when a project does not require a term loan and equity alone will fully fund the project, whether a Board resolution alone will be sufficient as a supporting document?	Yes
39	Annexure 1 Clarity on the definition of technology provider	Refer RfS.
40	Format 6.4 - Instead of the term 'total equity' in the project, whether it can be mentioned as “minimum equity to the extent of - %. In the project”. This would give flexibility to the SPD to	Total equity mean the net worth required. Increase of net worth is not a problem.

	increase the equity later if it decides so that SPD can reduce the debt component for the project.	
41	Section 3 : Clause 3.6A.– Financial Criteria Please clarify whether for every MW additional capacity beyond 20 MW, Networth of Rs 2 crores or Rs 5 crores/MW will be required.	Networth of Rs.2 crore per MW will be required over 20 MW capacity.
42	Bidder propose to apply for 100 MW capacity and wishes to setup two 50 MW projects in different locations. What shall be the Networth requirement in such a case?	Rs.220 crore
43	Section 2 : Definitions– Technology Partner On technology partner being limited to 10% stake, at some places it puts a limit without qualifying that this applies only if he is included in more than 1 bid. Please clarify the same	In case the technology company wants to apply in more than one company then it should be less than 10% is each Co.
44	The Technology Partner has to be a company and definition of company is “a body corporate in India under the Companies Act 1956”. Does this mean in case of technology partner being a foreign entity; some sort of set up is required in India.	It has to be a company whether Indian or Foreign.
45	Can a company be an applicant on basis of the financial stability and capabilities on basis of group companies?	Yes, based on Parent and or affiliate Companies.
46	Can a company apply on basis of its financial stability and capabilities and make PPA in favour of the consortium company	PPA will be in the name of project company.
47	What does mean by Committed Net Worth and Equity Commitment (in %) ?	Refer RfS.
48	Is it compulsory to mention about the Exhibit (ii) in Net worth Certificate, even when it is not applicable?	As per the applicability.
49	If a project company has 3 major shareholders a, b & c where a=Ltd. Company, b=partnership firm, c=proprietor/individual. Financial strength of a&b satisfies networth criteria. Is this allowed?	Financial strength of a only will be considered.
50	Can a technical partner take equity share of less than 10%in one project and still support others as technical partner?	Yes, if equity support is less than 10%.
51	Can the non controlling shareholding company change between RfS and PPA	No
52	Can share application money be treated the same as Share capital money when calculating Net Worth?	Only on subscription.
53	Can we use part of our own Net Worth to add strength to a CSP consortium after using the rest of the part to apply for individual PV solar Project	If it is a company then, it can be used.
54	If a company is setting up a project in which it is lead member, can it also have shareholding upto 26% in another company, subject to overall cap of 100 MW in case of Solar Thermal. If yes, at the time of application does the company has to give a disclosure for the same or no disclosure is required	No
55	If more than one shareholder holds more than 26% who shall be construed as the ‘controlling shareholder’? If the same applies only to one shareholder, would the second shareholder who is not construed as ‘controlling shareholder’ be free from the lock-in restraints?	Whosoever is having the higher no. of shares. Yes, only after signing of PPA
56	In a case where there are multiple shareholders, will it be permitted if no shareholder owns a stake which is equivalent or more than 26%?	Lead member has to have 26% shares or more in case of Consortium
57	Whether if is necessary to include the network of consortium company though the bidding company fulfill the financial criteria as well as has the state of 26% in the consortium company.	Yes
58	A bidding company has multiple shareholding companies (ie parent company). Bidding company is deriving the networth	Net Worth of Parent Co. can be used

	from its parent companies.	
59	Audited financial statements - Can a parent company submit its fiscal year (January to Decemeber) audited financials? If not, does the company need to resubmit the financials for the fiscal year (April to March)?	Financial statement of the accounting year 2006, 2007, 2008 and 2009 may be given
60	In a case where there are multiple shareholders, will it be permitted if no shareholder owns a stake which is equivalent or more than 26%?	Lead member must have 26% or more stake in case of consortium
61	Is there a limit on the number of projects with which a single entity can be associated as a technology partner?	No, provided it has no investment. In case of investment limit is just less than 10%
62	A company with 26 % given to a 15 crore networth company and rest 74 % to a New company. Is it eligible?	No
63	Clause No. 3.6 What all documents need to be submitted to satisfy the financial criteria under this case i.e. using Parent/Affiliate to meet Qualification Requirements?	Refer RfS
64	Annual audited reports of which company needs to be submitted – Parent/Affiliate or Applicant?	Refer Format 6.6 of RfS
65	Networth Certificate of which company needs to be submitted – Parent/Affiliate or Applicant?	Any or all acceptable as per RfS
66	Clause No. 3.10.5 - Board Resolutions Should the board resolution be submitted separately for authorization, equity commitment from applicant company and for equity commitment from Parent/Affiliate Company?	Please refer Format 6.4 of RfS
67	Clause : If the response to RfS is submitted by a consortium the financial requirement shall be met induvidually and collectively by all the members in the bidding consortium – Does above sentence means, Induvidual member of the consortuim need to have 15 crore net worth each?	Refer 6.6 of RfS
68	The board resolution of the two companies are to be given, but NVVN has issued only one format (Format 6.4) – copy attached. As per our understanding: Point No. 1 & 2 of Format 6.4 will be for board resolution of Bidding Company and Point No. 3 for Parent Company. Kindly confirm or release two different formats for Bidding Company & Parent Company.	Relevant portion of Board Resolution to be used Yes, Confirmed
69	Definitions - Share-holding threshold for defining Affiliate / Parent & Group Companies The need for restriction of only one project for group companies is appreciated. However, it is requested that the thresholds in respect of voting rights given in the said definitions need to be relaxed to make it realistic. E.g. "X" has an equity stake of 12.5% in "Y", but has little effective control in the management of the company. It is not possible for "X" to given an undertaking on behalf of "Y" or other similar companies in which "X" is holding such a stake. Further, even when a company has 26% voting stock in another company, it may have a veto right, but it may not be feasible to prevent the latter, which could be managed by a separate promoter, from entering the subject activity. As such, we would like to suggest thresholds for Affiliate /Parent / Group Company as follows: More than 50% voting right in place of 26% / 10%. However, an additional qualifying criterion as an Affiliate / Parent / Group Company, related to the right to appoint majority on the Board of Directors, may be introduced, if found suitable. It is	These guidelines and the RfS along with amendments posted are final.

	requested to kindly consider the above for incorporation / take up the matter with MNRE, if required, for arriving at a reasonable solution.	
70	It is required to submit annual audited accounts with RfS. In the case of foreign companies, for net worth certificate, certification done by PWC like companies is acceptable or not.	Acceptable
71	Technology Provider holding less than 10% in any consortium(s), if also applying for a project as Bidder Company in that case total maximum applicable capacity for him is still stand for 100 MW.	Yes
72	Our understanding is that Statutory Auditors of parent companies should issue net worth certificates and based on these certificates the statutory auditor of the bidder should issue net worth certificate as per Format 6.6. Please confirm.	Can be issued by statutory auditor.
73	When the parent companies' issue net worth certificates, the certificate should be on Parent companies' letterheads or on statutory auditors' letterhead.	Parent company's letterhead.
74	Kindly clarify Point 5 b of page no 18--Board Resolution from the Bidding Company committing 100% of the equity requirement of the project./Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred (100%) of the equity requirement for the project.	Refer RfS.
75	The Networth certificate needs to be obtained from the Statutory Auditor of Parent or the applicant company, if the applicant company wants to apply on the strength of the parent?	From the applicant company.
76	The Networth certificate needs to be signed by the authorised signatory of parent or applicant in the above case?	Applicant company.

STU CONNECTIVITY

Sl. No.	Clarifications Sought	Replies
1	<p>The plant should be designed for interconnection with the nearest substation of STU at the voltage level of 33 kV or above. The responsibility of constructing the transmission line from power plant up to 132 / 33 kV substation would be of STU.---</p> <p>Is it necessary that the STU substation should be only of 132/33 kV or interconnection at other STU such as 110/33 kV, 220/33 kV. 66/33 kV is allowed?</p>	Any STU substation with connection at 33KV or above shall be eligible as per the scheme.
2	Draft PPA does not specify the point where metering for energy supplied by the SPD will be done. Will it be at switchyard of power station or at grid sub station of STU?	The connection from the pooling Sub station upto Grid Sub station shall be arranged by SPD in consultation with STU and metering shall be at the point where power is delivered to STU.
3	Some of the States have 110kV system instead of 132kV. In such a case power evacuation to 110/33kV substation be allowed	<p>Transmission substation of voltage 33 kV or above includes 110 kV.</p> <p>The interconnection can be made at STU substation having any voltage combination at 33 kV or above.</p>
4	<p>Connectivity with the Grid.</p> <p>The concerned Para 3.6.C (page-15) of the RfS document reads as under: “----- the bidder shall submit a letter along with the response to RfS from the STU confirming technical feasibility of the connectivity of the plant to grid substation at the indicated location for each project as per Format -6.8”</p> <p>The definition of Bidder under section 2.0 makes it clear that any reference to Bidder includes a Member of a Bidding Consortium. As a consequence, even if one member of the Bidding Consortium were to produce the required letter from the STU, the entire Consortium should be eligible.</p>	<p>Agreed and a disclosure to be made in the RfS by the consortium along with undertaking that the same will not be used for another application</p> <p>Immediately on formation of company under Companies Act 1956, the right of connectivity is to be transferred to this company.</p>
5	Kindly define “STU”.	State Transmission Utility
6	It is mentioned in the RfS document (section 3.6C, page 15) that the responsibility of constructing the transmission line from the solar power plant to the substation will be that of the STU (State Transmission Utility/EB), once the STU/EB approves the feasibility as per format no. 6.8. Will the cost for this line also be borne by the STU?	The transmission charges/losses before delivery point shall be borne by SPD. After the delivery point, the transmission charges/ Losses for STU system billed by State Utility shall be paid by NVVN and recovered in bundled tariff.
7	<p>If STU is not able in constructing the transmission line from 132/33 kV substation to Solar PV Power Plant before 12 months of signing the PPA. (Section -3 Technical criteria point No. c) in such a condition following points need to be addressed:</p> <p>(a) Condition of Non completion of the project within 12 month of signing the PPA date of application.</p> <p>(b) Date of applicability of Liquidated Damage (LD) clause implication.</p> <p>(c) Who is going to bear this responsibility?</p> <p>(d) Compensation for the loss of Revenue from the date of commissioning the Solar PV Project till the construction of transmissions line.</p>	The responsibility of arranging STU connection is equally of SPD & STU. Hence no such conditions are admissible and acceptable under the scheme.

	(e) Condition of "Applicable Tariff" (IInd last Para of Point No. 3.22 under Section-3).	
8	The clause 3.6 (c) - Instructions to bidders, says that bidder has to submit letter from STU, confirming feasibility of grid connectivity, along with response to RfS. Whereas Clause 3.1 (b) & (d) provides all consents and clearance for power supply to NVVN and arrangement for grid interconnection facilities are to be provided within 180 days. It seems to be ambiguity.	At the stage of submission of RfS, technical feasibility from STU is to be submitted. Within 180 days from PPA all consents, clearances are to be submitted.
9	Please clarify, if any restriction for the maximum distance permitted between the Land used for Solar Farm and 33KV substation?	It is under discretion of SPD
10	5.1: The connectivity to sub-station of the STU should be the responsibility of State Nodal Agency. If there are delays, there are tremendous financial implications. It should be binding.	SPD has to take up issue in totality with STU for arranging connection
11	Section 3 : Clause 3.6C.– Connectivity with the Grid The responsibility of constructing the transmission line lies with the STU. The delay in commissioning may happen due to delay in the construction of the transmission line. In such cases, will the commissioning of project mean only plant readiness independent of the evacuation system?	The responsibility of arranging STU connection is equally of SPD & STU. No there is no provision of deemed generation
12	Who will bear the cost of construction of transmission line from the power plant up to the substation?	SPD to take up issue with STU
13	Some of the Transmission company / STU have their own prescribed format for issuing the NOC for connectivity. If they give the NOC in their format will it be acceptable. Moreover the STU may not commit the completion of Transmission line within 12 months as mentioned in the format 6.8 issued by NVVN.	Format issued by STU may be acceptable if full intent of Format 6.8 is covered up by STU and connectivity is ensured as stipulated in RfS.

TECHNICAL

Sl. No.	Clarifications Sought	Replies
1	<p>Nothing mentioned about Inverters, does it mean that Inverters to be used may not necessarily of quality standard as per IEC?</p> <p>What are the IEC /other standards to be followed for selection of inverters in Grid Connected power plants? This clarification is sought as Inverters are the heart of any PV power system and without any specified technical quality standard use of low cost , substandard inverter systems by the project developer seems a possibility</p>	<p>Technical Requirements in the guidelines are not an exhaustive list. The inverters form part of Plant & Machinery, which should be procured new and meet the criteria of Article 4.7 & 4.8 of PPA.</p>
2	<p>Kindly clarify that “Thin Film Technology is not part of Solar PV project based on crystalline silicon”</p> <p>Thin film is different technology and does not come under the obligation of domestic content.</p> <p>We want clarification that if we choose thin film technology, the domestic content (buying of modules from India) stipulation will not be applied, kindly clarify.</p>	<p>Thin Film Technology conforming to IEC 61646 code is a different technology for Solar PV cell modules than Crystalline Silicon Solar Cell Modules conforming to IEC 61215 code.</p>
3	<p>If SPD sets up two projects at the same location with different technologies (physically separate except the power evacuation facility implemented through one single company or through two separate SPVs) and connected to same grid substation, the projects should be considered as two separate projects.</p>	<p>All projects having different Technology but with one single evacuation and metering point is considered as one project.</p>
4	<p>Use of combination of Technologies --- Mono Crystalline + Poly Crystalline + Thin film Technologies can we use combination of 2 or more technologies for 5 MW NVVN scheme?</p>	<p>Combination of Technology is permitted.</p>
5	<p>What is the meaning of a “GRID” substation for power evacuation purposes? There are may 132/33 substation which are not connected to the national grid, does that mean we cannot evacuate power in that substation? Will the state grid substation work?</p>	<p>Grid substation refers to a Electric Power substation in the Grid net work of State Transmission Utility</p>
6	<p>Technology criteria</p> <p>Does NVVN has a list of solar PV module manufacturers (crystalline silicon) that satisfy the technology criteria specified in Rfs document?</p>	<p>No</p>
7	<p>A total time of 28 months has been prescribed for commissioning the unit from the date of signing the Power Purchase Agreement. Considering that six months would be taken for tying-up the funds, this effectively leaves 22 months for erection and commissioning of the Plant. This time period is too short considering that a lot of the equipment may have to be imported especially critical items such as the mirrors, the collector tubes and turbines. We would therefore request that at least 36 months should be given for commissioning the Plant from the date of signing the Power Purchase Agreement.</p>	<p>Provisions of RfS shall prevail Unless extended. Please be in touch at www.nvvn.co.in</p>
8	<p>In paragraph 3.6(B) of RfS, the Technical Criteria provided is different than the Technical Criteria provided in paragraph B of Section 3 of the Guidelines, particularly, the RfS does not refer to “technology for which financial closure of a commercial plant has already been obtained”. We have observed that in Annexure 1 and in Format 6.7 of RfS, reference has been made to “the technology for which financial closure of a commercial plant has been obtained”. Therefore, there is inconsistency between paragraph 3.6(B) and Format 6.7 of RfS. We request to remove this inconsistency.</p>	<p>Already covered in RfS and annexure – I The word “Commercial Plant” replaced by “Solar Thermal Power Plant of at least 50% of the proposed capacity.</p>

9	Article 4.7.1 provides for certification of the project for the acceptance/performance test as may be laid down by CEA or an agency identified by the central government. We request NVVN the timing and the procedure for conducting of such tests.	Will be informed after selection of projects.
10	We presume that the proposed technology should be in successful operation for at least one year anywhere in the world and not necessarily for a project owned by the Bidder.	Yes
11	Can we use alternative fuels to supplement the energy produced by the Solar thermal plant – for e.g – by using Bagasse, Biomass and /or coal? (when solar power is not available, these sources will be used)	No
12	We are planning to apply for 12MW (thermal). Can we install the plant of 13/14MW capacity (for thermal) and we will make sure that the supply to STU will be limited to 12MW average power. Is that allowed?	The capacity of the project in MW is the installed Capacity of the Project / Maximum Power Output (AC) from the Solar Power Plant which can be scheduled at the point of Injection to the GRID during any time block of the day.
13	Can the PV panels be fully imported for thin films? Is there any mandatory domestic content restriction on balance of systems (BoS) like inverter, transformers etc?	Please refer 3.6 'D' of RfS.
14	Plant design and location are identified based on the historical solar insolation data (satellite based). It is highly impractical to guarantee on the annual generation capacity as the source of energy and data available is unreliable. Is there a minimum annual generation guarantee required for PPA? We recommend tolerance levels on the annual generation amount, if needed to be guaranteed.	PPA conditions will prevail
15	Clause 3.21 (i) What must be mentioned in the plan? Please specify the details to be specified in the plan	Plan for meeting the requirement of domestic contact.
16	Refer Format 6.7, clause 1.0 The plants with the proposed technology are to be owned / engineered by the bidder or is it just confirmation of commercial viability of the technology?	Undertaking of Bidder that the Technology proposed is commercially established technology with at least 1 Plant is successfully operational for at least 1 year.
17	As per Format 6.7, Undertaking in line of 3.21 under the Financial Closer, details shall be furnished within 180 days of signing of PPA: a) Technology proposed to be used is commercially established technology and at least one project on this technology is successfully operational for at least one year. <u>Our query:</u> Is the details of technology to be offered to be furnish with response of RFS documents or after signing of PPA?	Technology is to be identified and submitted during submission of RfS. Details of technology & tie up is to be informed within 180 days from PPA
18	Is more than one bidder can propose Single OEM technology?	Yes
19	Page 57, Annexure 1, c (i) This clause needs to clearly specify the specified cut-off date. We understand from the clauses that the cut-off date is the day on which the Financial closure is achieved.	Cut – off date is last date of submission of RfS
20	Please clarify if MoU with the technology provider is required to be submitted along with RfS	No
21	What are the time required from date of commencing the project, before the plant can go 'live', and revenues starts?	As per RfS
22	Finalization of PV Panels / equipment supplying company should be done before RfS? or at what stage ?	At the discretion of SPD.

23	Can one company propose two alternatives an Solar PV – thin film & multi crystalline.	Yes, if technically feasible
24	Please clarify if the 5MW ± 5% capacity is based upon the AC power feed –in 01 Dc inslalted capacity. A 5MW ac would mean almost 25 MW _{DC} for solar Pvt. So please clarify this critical issue on the website.	The capacity of the project in MW is the installed Capacity of the Project / Maximum Power Output (AC) from the Solar Power Plant which can be scheduled at the point of Injection to the GRID during any time block of the day.
25	How does a project developer prove the 5 MW capacity of his farm? When should this be done? At the time of commissioning?	Yes
26	As per section 3 of the RFS, the Technical criterion states that the bidder shall deploy commercially established technology wherein there is at least one project successfully operational of the proposed technology for at least one year anywhere in the world. However, the minimum capacity of such a project has not been defined. Please confirm if any size limit will be applicable and if yes, the size in MW.	Refer Annexure 1
27	As per section 5 of the RfS, sharing of CDM benefits shall progressively increase from the second Year onwards by 10% every Year till it reaches 50%. Please confirm if such sharing will be on gross or net basis and if net basis the basis for determining net proceeds.	Will be as per CERC orders
28	Do Solar thermal (Dish Sterling technology) also need any water requirement clarification.	Bidder to mention if no water is required for the Project.
29	We suggest requesting an extension for the achieving of Financial Closure from 6 to 12 months.	RfS conditions will prevail.
30	What are the options for the developer (after PPA & tariff discounting) if the solar resource turns out to be lower than expected?	SPD should ensure resources before submission of RfS.
31	Annexure-3: If a developer is bidding for PV as well as CSP, Is it required to fill in CSP and PV information in one sheet, print out 2 copies and attach accordingly to individual application or Fill in only PV information for PV application and Fill in only CSP information for CSP application.	Fill separately for PV and CSP.
32	Our newly incorporated company fulfils financial criteria as given in the RfS, but does not have any technical expertise of this type of project then our company can submit RfS without taking any technical partner in the Consortium or technical partner is mandatory at this stage	Not necessary at this stage

WATER

Sl. No.	Clarifications Sought	Replies
1	Approval from competent authority for water has been considered as Condition Subsequent in PPA. As per RfS, Approval for water has to be furnished with response to RfS.	In principle approval for water will be required from the state/ Local Authority for the water required for the project along with RfS. In case of consortium, if commitment is engaged by a member of the consortium, the right would be required to transferred to company and documentary evidence produced as per terms & conditions of PPA.
2	Regarding approval of water availability it is requested to clarify whether the approval is required from village Administration office of the respective village where the solar project is to be located	Approval is required from the applicable concerned Authority for the location.
3	There is no Format for "Water Allocation". This may kindly be provided.	No specific Format is prescribed as this will vary from state to state.
4	The letter of Connectivity and letter of Water Allocation, can Xerox copy be submitted and original may be retained by Developer for future use.	Yes, certified copy may be submitted.
5	With specific reference to Rajasthan, we have been corresponding with their State Nodal agency, (RRECL) since may 2010 and have been rigorously following up our case for issue of two letters, one for water allocation and the other for grid connectivity as per format 6.8 of your RfS document. In spite of our continuous follow-up, we feel that we may not receive two letters well within the time to enable us to submit our response to RfS by 17.09.10. In view of the same, we request NVVN to either extend the date of submission of response to RfS or extend the date of submission of these two letters from the state agencies.	Date line of RfS stands unless informed otherwise
6	Can the documentary evidence for the approval for the water availability be submitted within 180 days of signing of PPA along with other evidences for land and technical capability?	Final approval for the quantity of Water required alongwith calculation to be submitted within 180 days of signing of PPA.