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No. F.7()RREC/RT SPV Prg./RESCO/50 MW/2022-23/D-3677 Date : 06/12/22

Corrigendum No.1

It is informed to all interested bidders that Pre-bid Meeting for selection of Bidders for Implementation of 50 MW Grid Connected Rooftop Solar Photovoltaic Power Projects on State Government buildings/ State Government undertaking buildings in Rajasthan under RESCO Mode against NIT No.: TN-02/2022-23 was held on dated 04.11.2022. After review of comments/suggestions received from the participants, Clarifications/amendments in various clauses of RfP & PPA Document against NIT No.: TN-02/2022-23 is being issued for intimation to all the prospective Bidders.

6/12/22
Director (Technical)

Copy to:

1. The Director (Finance), RREC, Jaipur.

6/12/22
Director (Technical)

Corredendum No. – 1

Pre-bid clarifications against the work of Grid Connected Rooftop Solar Power Projects on State Government buildings/ State Government undertaking buildings under RESCO Mode against NIT No. TN-02/2022-23.

S. No.	Clause no.	Provisions of Bid document	Query/ Suggestions	RRECL's comments
1.	**Item No. ii of General Instructions for tender**	The offer of the Bidders shall be for Minimum 8 MW capacity. The offers for less than 8 MW capacity will be rejected.		It was a typographical error. Please refer 'Quoted Capacity' clause of Bid Information Sheet (Page-3), wherein it is mentioned that : Minimum and Maximum quoted capacity by bidders shall be 3 MWp & 10 MWp respectively. Bidder to furnish Bid Security for the quoted capacity.
2.	**Item No. ii of General Instructions for tender**	The offer of the Bidders shall be for Minimum 8 MW capacity. The offers for less than 8 MW capacity will be rejected.	Project Size : The tender bid limit the bid to minimum 3 MW and maximum 8 MW to make the project financial viable and to capture the investor interest, it is suggested that the bidders be allowed to bid for the total project capacity of 50 MW	Please refer S.No. 1 above
3.	2.1	**Ceiling Tariff** The maximum tariff to be quoted for Projects is Rs. 4.05/kWh. Financial bids	The ceiling tariff proposed is unrealistic, out of the sync of the current market prevailing conditions. This ceiling tariff has been fixed in light of the MNRE cost	The maximum tariff to be quoted for Projects is **Rs. 4.36/kWh.** Financial bids containing tariffs quoted

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		containing tariffs quoted beyond the above limit will be summarily rejected.	of Rs. 36 - 38 per watt which is 30 - 40% lower than current input costs. Keeping the ceiling tariff of Rs. 4.05 per kWh will kill the tender as there are likely tlo be limited participation of the informed bidders. As you are aware that BCD on solar module of 44%, BCD of 22% on inverters and increase in GST from 5 to 12% have taken place in last 2 years which is not factored in the ceiling price. We request you to increase the ceiling tariff to Rs. 5.5 per unit or remove so that the best prices can be discovered through online bidding/ e-RA.	beyond the above limit will be summarily rejected.

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4.	2.1	**Ceiling Tariff** The maximum tariff to be quoted for Projects is Rs. 4.05/kWh. Financial bids containing tariffs quoted beyond the above limit will be summarily rejected.	Please refer regulation 138 of Rajasthan Electricity Regulatory Commission Page 343. The equity IRR should be14% for determination of Generic Tariff. As per 4.05 – the Equity IRR comes down to 10.53 % (File Attached as "Equity IRR Calculation @4.05") While checking for 14% Equity IRR, the required tariff comes to be INR 4.46 Per Unit. (File Attached as "Equity IRR Calculation @4.46") This is considering the change in law affected after imposition of BCD on Cells @ 25% and 10% Surcharge on BCD.	Please refer S.No. 3 above
5.	2.1	**Ceiling Tariff** The maximum tariff to be quoted for Projects is Rs. 4.05/kWh. Financial bids containing tariffs quoted beyond the above limit will be summarily rejected.	The Market prices of the solar modules has increased drastically due to BCD and other reasons and still prices are not stable. If upper tariff is ceiled there would be chances of less/nil participation of bidders in the tender. In view we would suggest not to fix the ceiling tariff so more bidders can participate with healthy competition.	Please refer S.No. 3 above
6.	2.1	**Ceiling Tariff** The maximum tariff to be quoted for Projects is Rs. 4.05/kWh. Financial bids containing tariffs quoted beyond the above	During Pre-Bid meeting we found RREC/ Energy Department Authorise presently for all Rajasthan Govt. Building PPA on 4.05 per unit. According to my previous experience & Govt. Rules, before notified	Please refer S.No. 3 above

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		limit will be summarily rejected.	new tender of same work of previous tender/ Rate Contract/ Authorisation may be cancel. Withdraw Authorisation circular on PPA in Rajasthan Govt. Buildings on the rate Rs. 4.05 per unit. Cancellations help in achieving Target of this Notified Tender.	
7.	2.1	**Selection of Buildings** List of Government Buildings received in RREC shall be made available at the home page of RREC's Website. However, the identification/ selection of Buildings is in the scope of successful bidder.	Selection of building and location is bidder's prerogative. Please confirm that RRECL will not push for any particular capacity at particular building at particular location. Multiple Bidders reaching same building owner hence selection of implementation partner by building owner become conflicting decision. Methodology of arrival of 50MW roof top capacity and share the list of buildings with consent of the building owner for RESCO based Solar Plant Installation as they are free to choose among following options a. They are free to float their own Tender b. They may be interested in Capex c. The roof is not worthy putting solar	The provision of RfP document shall prevail unchanged.

S. No.	Clause no.	Provisions of Bid document	Query/ Suggestions	RRECL's comments
			plant	
8.	2.1	**List of Building**	List of building be provided in RRECL Portal	The provision of RfP document shall prevail unchanged.
9.	3.6.2.1	**Financial Eligibility Criteria** (i) The Bidder should have minimum Net worth of INR three (3) crores **(Rs. 1 crore per MW for the quoted capacity)**, subject to provisions of clause 3.2. In case of Consortium, Net worth should be fulfilled by Lead member only. **AND** *(ii)* The Bidder should have Minimum Average Annual Turnover (MAAT) of INR nine (9) crores **(Rs. 3 crore per MW for the quoted capacity)** during last three financial years, i.e. 2021-22, 2020-21 and 2019-20.	Financial eligibility criteria stipulated in the tender suits only to contracting companies, as contracting company gets sizeable turnover but the pure play Solar RESCO companies do not have sizeable turnover as sale of electricity does not generate sufficient turnover and the turnover gets spread over a period of 25 years. Further, they outsource the contracting to the contractors who in turn generate turnover. Thus you are requested to kindly amend this clause with turnover of Rs. 3 crore per MW in any of the last 3 (three) financial years instead of during last three financial years, i.e. 2021-22, 2020-21 and 2019-20.	(i) The Bidder should have minimum Net worth of INR three (3) crores (Rs. 1 crore per MW for the quoted capacity), subject to provisions of clause 3.2. In case of Consortium, Net worth should be fulfilled by Lead member only. **AND** (ii) The Bidder should have Minimum Average Annual Turnover (MAAT) of INR six (6) crores (Rs. 2 crore per MW for the quoted capacity) during last three financial years, i.e. 2021-22, 2020-21 and 2019-20

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10.	3.6.2.1	**Financial Eligibility Criteria** (i) The Bidder should have minimum Net worth of INR three (3) crores **(Rs. 1 crore per MW for the quoted capacity)**, subject to provisions of clause 3.2. In case of Consortium, Net worth should be fulfilled by Lead member only. **AND** *(ii)* The Bidder should have Minimum Average Annual Turnover (MAAT) of INR nine (9) crores **(Rs. 3 crore per MW for the quoted capacity)**during last three financial years, i.e. 2021-22, 2020-21 and 2019-20.	Due to Covid or Lockdown all sector facing slow down, So please provide financial relaxation in Net worth 10 lacs per MW on behalf of 1 crore per MW and Minimum Average Annual Turnover 1 Crore per MW on Behalf of 3 Crore per MW of Last 5 Financial Years	Please refer S.No. 9 above
11.	3.6.2.1	**Financial Eligibility Criteria** (i) The Bidder should have minimum Net worth of INR three (3) crores **(Rs. 1 crore per MW for the quoted capacity)**, subject to provisions of clause 3.2. In case of Consortium, Net worth should be fulfilled by Lead member only.	We request you to kindly Provide us option to use either Turnover / or Net Worth to be eligible for the purpose of eligibility. RESCO Companies have turnover in the range of 60 Lac to 80 Lac for per 1 MW Project. And hence, the required turnover is of about 5 MW per year for each 1 MW capacity to bid for.	Please refer S.No. 9 above

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		AND *(ii)* The Bidder should have Minimum Average Annual Turnover (MAAT) of INR nine (9) crores **(Rs. 3 crore per MW for the quoted capacity)** during last three financial years, i.e. 2021-22, 2020-21 and 2019-20.		
12.	3.6.3	**Technical Eligibility Criteria** The bidder should have designed, supplied, installed & commissioned at least one (1) number of Grid Connected SPV power plant with a minimum capacity of 250 kWp and cumulative capacity of Grid Connected SPV power plant of not less than 50% of quoted capacity commissioned in the last five (5) years, prior to bid submission date.	Grid Tied technologies are same 3 kW to 500 kW, Please process relaxation in Grid Connected SPV power plant with a minimum capacity of 50 kW on behalf of 250 kW & cumulative capacity of Grid Connected SPV power plant of not less than 10% capacity on behalf of 50 % of quoted capacity commissioned in last five years	The provision of RfP document shall prevail unchanged.
13.	3.15.1	All provisions regarding exemptions of EMD shall be as per provisions of RTPP Act and GF&AR of GoR.	We, M/s Talf Solar India Pvt Ltd. is a Delhi based company and are keen to participate in the tender. We request to please consider all the MSME registered developers for EMD exemption/ reduction.	The provision of RfP document shall prevail unchanged.

S. No.	Clause no.	Provisions of Bid document	Query/ Suggestions	RRECL's comments
14.	3.15.1	All provisions regarding exemptions of EMD shall be as per provisions of RTPP Act and GF&AR of GoR.	To allow the exemption for MSME bidders also.	The provision of RfP document shall prevail unchanged.
15.	3.17	**Liquidated Damages:** In case of natural calamity or any reason beyond the control of Power Producer or unavoidable circumstances, the work is not completed within the given timeframe, Nodal Agency may consider grant of extension after the reason submitted by Power Producer are found to be satisfactory. Delay in receipt of equipment of Solar System like solar panel, PCU, etc. from the vendors, to whom the Bidder has placed order, shall not be considered as a reason for extension. If the Power Producer fails to execute the work and Commission the project on or before the SCOD, Nodal Agency shall have the right to impose penalty equivalent to 5% of C-PBG value per week from the SCOD subject to maximum of twenty (20) weeks delay. In case of delay beyond extended timeline of twenty (20) weeks, Nodal Agency may cancel the PPA and Power Producer shall be liable to pay	What is the definition of Natural Calamity? Do you consider COVID Lockdown as Natural calamity? In case any event declared by MNRE or Government of India or Government of Rajasthan? We need to know whether COVID pushed lockdown will be considered as Natural Calamity?	The provision of RfP document shall prevail unchanged.

S. No.	Clause no.	Provisions of Bid document	Query/ Suggestions	RRECL's comments
		Liquidated Damages to the Nodal Agency.		
16.	3.24	**Tax and Duties** The Financial Bid should include all taxes and duties etc., if any. Power Producer shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable shall be payable by the Power Producer. However, if any new change in tax/duty and cess is effected in the period after the Bid Submission Deadline and any time during the period of Agreement, the same will be passed on by the Power Producer to the Procurer as determined by the Competent Authority. To evaluate impact of any change of laws in future, the rates applicable for each component shall be considered in the ratio of:- • Material Component- 70% of the Benchmark cost • Erection, Installation and	In case of increase in GST beyond allowed % increase or Decrease, What is the time frame of revised Tariff approved, declared and announced by RRECL?	The provision of RfP document shall prevail unchanged.

S. No.	Clause no.	Provisions of Bid document	Query/ Suggestions	RRECL's comments
		Commissioning (I&C) component- 30% of the Benchmark Cost and • Yearly operational cost will be considered as 3% of the Benchmark cost The Quoted Tariff would be adjusted as below based on the variations in the capital cost and operational cost on account of change in taxes. Adjustment shall be allowed only if the extent of variation in taxes is beyond the deviations specified in table below:		
17.	3.25	**Schedule of Rates for Additional Works:** The Rates of additional electrical work within the premises will be decided on the basis of at par rates of Schedule Of Rates (SOR), for Electrical works, Public Works Department (PWD), Jaipur, Govt. of Rajasthan amended from time to time; The rates of additional civil work shall be as per at par the rates of Schedule Of Rates (SOR) for building works, Public Works Department, (PWD), Jaipur,	Cost for Additional/ High rise structure should be provided.	The following to be inserted : **RRECL will coordinate with PWD for issuance of Cost for Additional/ High rise structure in SOR.** **However, Rates of additional items / works, if not provided in Schedule Of Rates (SOR), will be mutually decided by the successful bidder and Govt. Department.**

S. No.	Clause no.	Provisions of Bid document	Query/ Suggestions	RRECL's comments
		Govt. of Rajasthan, amended from time to time;		
18.	3.25	**Schedule of Rates for Additional Works:** The Rates of additional electrical work within the premises will be decided on the basis of at par rates of Schedule Of Rates (SOR), for Electrical works, Public Works Department (PWD), Jaipur, Govt. of Rajasthan amended from time to time; The rates of additional civil work shall be as per at par the rates of Schedule Of Rates (SOR) for building works, Public Works Department, (PWD), Jaipur, Govt. of Rajasthan, amended from time to time;	Please share the current rates and sources of Information.	Please refer S.No. 17 above
19.	3.27	FORCE MAJEURE:	Please include "COVID" as natural calamity in this clause.	The provision of RfP document shall prevail unchanged
20.	3.27	FORCE MAJEURE:	How will the same be defined? Do you consider COVID linked Lockdown as Force Majeure condition? Please specify that COVID pushed lockdown will be	The provision of RfP document shall prevail unchanged

S. No.	Clause no.	Provisions of Bid document	Query/ Suggestions	RRECL's comments
			considered under Force Majeure?	
21.	6.10	**Additional Works** Additional civil, structural or electrical works which are so required/desired to be undertaken by the Procurer for the Project and which are not covered in the scope of work, shall be done by the Power Producer after obtaining concurrence of the Procurer on its design, drawing and estimate cost of such additional works shall be computed on the basis of SOR of PWD (Civil) and of DISCOM (Electrical). Cost of additional works shall be decided mutually between Power Producer and Procurer but in any case, it should not be more than cost computed based on SOR rates. A copy of cost assessed for additional work shall be submitted to RREC for approval. Additional works may include but not limited to;	Please share current rates and source of information?	Please refer S.No. 17 above
22.	FORMAT 12	CONSORTIUM AGREEMENT	For Affiliates, 26% Equity/ Control is required which is normally asked in many tenders. But to become lead member and use its financial Eligibility criteria, it is	The provision of RfP document shall prevail unchanged

S. No.	Clause no.	Provisions of Bid document	Query/ Suggestions	RRECL's comments
			being asked that Minimum 50% Proposed equity holding should be of Lead Member. Proposed equity holding should be revised to 26%. So that startups can participate in JV with ease.	
23.	PPA	PPA document	PPA should be vetted by competent authority of Government of Rajasthan so that the PPA can be signed without any hurdle with Departments and to save us from any future litigations.	The provision of RfP document shall prevail unchanged
24.	PPA	PPA document	Confirmation from RRECL on acceptance of current PPA by State Finance Department. There are certain clauses which are not in line with Department of Finance guidance hence will lead to non acceptance of PPA. It is advised to align departments on PPA.	The provision of RfP document shall prevail unchanged
25.	8.4.1 Method of Payment (PPA)	Procurer shall make all payments under the PPA by cheque or electronic funds transfer of immediately available funds to the designated bank account. All payments made hereunder shall be non-refundable, subject to the applicable tax deduction at source, and be made free and clear of any other tax, levy, assessment, duties or other charges and not subject to reduction, set-off, or adjustment of any kind. If the	Purchaser shall make all payments under the Agreement by cheque or electronic funds transfer to the account designated by the Power Producer from time to time. **** All payments made hereunder shall be subject to the applicable tax deduction at source.	The provision of RfP document shall prevail unchanged

S. No.	Clause no.	Provisions of Bid document	Query/ Suggestions	RRECL's comments
		Procurer deducts any tax at source, the Procurer will issue a tax credit certificate as per law		
26.	8.8 of PPA	Payment Security mechanism	Please confirm that the choice is with a successful bidder.	Various options ensuring Payment Security mechanism have been mentioned in the PPA document. Suitable option can be adopted by power producer in consultation with power procurer.
27.	14.3 Procurer's Covenants	TO ADD THE CLAUSE AS: LIENS	Liens: Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Clause, it shall immediately notify the Power Producer in writing, and shall promptly cause such Lien to be discharged and released of record without any cost to the Power Producer, and shall indemnify the Power Producer against all costs and expenses (including reasonable attorneys fees and court costs) incurred in discharging and releasing such Lien	The provision of RfP document shall prevail unchanged
28.	14.3. k) (PPA)	Water: Power Producer shall arrange water, as per the requirements of the Power	It should be zero cost. Provisioning of water and electricity during installation	The provision of RfP document shall

S. No.	Clause no.	Provisions of Bid document	Query/ Suggestions	RRECL's comments
		Producer, for periodic cleaning of the solar panels. The raw water connection point may be provided by Procurer at site but water bill or charges against such connection shall be borne by Power Producer and to be mutually agreed between the Parties.	and operation and maintenance up to life span of the project will be in off taker's scope & same shall be incorporated/ amend in the PPA	prevail unchanged
29.		Tender submission END Date and Time: 28.11.2022 from 16:00 hrs	**With respect to the same, we would hereby request to extend the bid submission date by 15 days**	Please refer Date extension notice issued vide No. 3539 dated 24.11.2022.
30.	New Clarification	Additional Surcharge and Cross Subsidy charges	Chargeability of Additional Surcharge and Cross Subsidy charges on RESCO Plant? What if the charging of these charges will be shifted to RESCO owner by government? And related Tax implication. These charges exist while floating of this tender. Clear communication to various departments about these charges in your letter and approval from highest government authority if any?	Additional Surcharge and Cross Subsidy Surcharges on RESCO owned project shall be borne by the power procurer.
31.	New Clarification	Additional Surcharge and Cross Subsidy charges	Please clarify on the Additional Surcharge and Cross Subsidy Surcharge or any other cost, which will be imposed by DISCOM/ any other agency on sale of electricity to the procurer, as who shall bear the amount.	Please refer S.No. 30 above

S. No.	Clause no.	Provisions of Bid document	Query/ Suggestions	RRECL's comments
32.	4.13.1 of PPA	Deemed Generation	Please take care of this while getting approval from Finance Department	The provision of RfP document shall prevail
33.			Applicability of Tender on ground mounted scenario? security responsibility in ground mounted scenario?	Solar system can be mounted on ground within the consumers premises subject to consent of the power procurer. However, the safety and security is the responsibility of Power Producer.
34.			EMD for Tender will be accepted from any of the partner in consortium bidding.	The provision of RfP document shall prevail
35.			Please define role of RRECL in following cases: a. Non signing of PPA post LOI. b. Pursuing departments for implementation of this scheme. c. In case of dispute with department on payment and late payment surcharge.	RRECL will follow up / pursue with the respective department for any clarifications on written request of the power producer.