

## Format 6.16

<b>Clarifications to the queries raised on RfS/Thermal 50/RREC/7 for Solar Thermal Projects</b>			
	Clause No.	Queries / Clarifications	RREC Reply
1.	1.4.2(iii) & 3.6(B)	a) Is there any minimum capacity limit for the reference project which is already operational? b) Please confirm the number of years for which the technology (project) is operational.	a) 1 MW capacity operational anywhere in the world.  b) There is no condition of number of years. However, the technology should be operational of at least 1 MW capacity anywhere in the world.
2.	1.4.3	Solar thermal Technology CUF should be higher than 23%	Solar thermal Technology CUF be read as 25% Advances Technology: Solar thermal Technology generating more than 25% CUF having storage
3.	Clause 3.19	a) Since EMD and bid bond , B.G. will be refunded after submission of PBG and PBG include the EMD and Bid Bond B.G. amount, this will result in duplicity of BG amount for EMD and Bid Bond. There should be provision in RFS to avoid that. b) In case of bidding by consortium is possible to submit the different EMD/Bid bond B.G.s in two or more parts by members of consortium aggregating to the total value required?	As per provision of RfS. The BG submitted for EMD and Bid Bond shall be returned back after submission of consolidated PBG (EMD + Bid Bond + PBG as per clause 3.19)  No. The EMD/Bid Bond shall be in the name of Lead member only.
4.	Clause 3.3 Page 14	a) Since registration requires deposit of non-refundable processing fees of Rs. 50,000/- per MW, it is requested to waive this requirement till the Bidder is declared successful. Once successful, the Bidder can register with RREC. b) Please confirm that in case the Bidder (say Parent Company) incorporates an SPV (Special Purpose Vehicle) for implementing the project, the registration with RREC in the name of the Parent Company can be transferred to the SPV.	a) No. The Project capacity has to be first registered with RREC by depositing the fees as prescribed in the Rajasthan Solar Policy and this registration detail is to be given at the appropriate places of various formats of RfS.  b) If Parent Company incorporates an SPV for implementing the project, the relationship of SPV and Parent shall have to be continued as per the requirements of the RfS. The registration for the capacity which SPV is implementing the project will be allowed after the stage of selection. Reversal shall not be permitted later on.
5.	3.6 A (xviii)	a) Please elaborate term New Worth. b) Difference in the period of net worth to demonstration fulfillment of criteria for more than 7 days and alternate for	a) New Worth may be read as Net Worth. b) Net Worth criteria to be read as -- can also met 7 days prior to last date of submission of bid. Word” not” be deleted

		<p>on-day not more than seven days needs elaboration.</p> <p>c) It can be seen in RfS- clause 3.6 A Note (vii) that the parent Company shall provide a Board Resolution authorizing to invest the committed equity for the project. In view of this provision in Clause 3.6 A. Note (vi) for infusing the required Net worth in the project Company by the parent appears to be uncalled for .This provision of infusion of Net worth to be deleted.</p>	<p>c) The clause of RfS shall prevail. The required Net worth has to be infused in the Bidding company before signing of PPA and relevant documents for the same shall have to be submitted as per RfS requirements</p>
6.	3.6 A Note (vii)	<p>In case of the strength is drawn from parent / ultimate parent / affiliate, copy of Board resolution authorizing to invest the committed equity for the project company / consortium is to be submitted with RfS .Since the board approval from the parent company will be required, we request for an extension till 29<sup>th</sup> Feb., 2012 as the next board meeting is scheduled only in the 3<sup>rd</sup> week of Feb 2012.</p>	<p>No. Bidding conditions are similar for all bidders and hence to be followed accordingly.</p>
7.	3.2	<p>a)From this it can be inferred that the contracted capacity shall be equal to capacity which includes Auxiliary power consumption.</p>	<p>a) Yes. Also see clause 5.3.5 of RfS</p>
8.	3.8.2	<p>The Benchmark Tariff for Bidding is Rs. 12.58 per Kwh at normal rate of depreciation and bidders are required to offer discount on this benchmark tariff.</p> <p>However we would appreciate if light could be thrown on the reason/ basis behind keeping this above benchmark tariff so high particularly in the light of the qualifying tariff under JNNSM-NVVN Phase-I. Batch 1 &amp; 2 bidding which has been far too low compared to the above benchmark.</p> <p>This puts a lot of burden on developers, in the form of high bid bond, who are planning huge investment in the solar energy section, which is a national call and eventually impacts the competitiveness.</p>	<p>RERC has already been issued suo-moto generic tariff order dated 23.1.2012 for Solar Thermal Power Plants please see the Amendment No.1, Sr. No.2</p>
9.	3.8.2 b)	<p>The RERC Tariff order for Solar Plants dated 25.5.2010 is applicable for the projects who have signed PPA by 31.3.2011 and to be commissioned by 31.3.2012. Presently there is no applicable Tariff for the projects who will sign PPA during the year 2011-12 and the projects to be commissioned during 2012-13. Thus tariff indicated below, based on Tariff order dated 25.5.2010, shall be considered as bench mark Tariff and Bidders are to offer discount on</p>	<p>RERC has already been issued suo-moto generic tariff order dated 23.1.2012 for Solar Thermal Power Plants please see the Amendment No.1, Sr. No.2</p>

		<p>this Bench mark tariff.</p> <p>What would be the implications in case if the RERC announces the revised tariff for projects to be commissioned by 31.3.2013 after issue of the RfP?</p>	
10.	Clause 3.22.4	<p>The PPA will remain in force for a period of 25 years from the date of acceptance of part commissioning of the project. PPA for the project should be effective for 25 years from the date of acceptance of the entire capacity of the project or such reduced capacity as per Clause 3.22.2. PPA for each part capacity should be effective for a period of 25 years from the date of acceptance of that part capacity of the project.</p>	<p>Yes. (viz., if 20 MW (out of 50 MW) Solar Power Plant capacity is commissioned on scheduled commissioning date then PPA of 20 MW will remain in force for 25 years from this part commissioning date. While for balance 30 MW (out of 50 MW) is commissioned within one month in delayed period then PPA shall be valid for the 25 years from the commissioning date of 30 MW and RRECL will encash bank guarantee as per 3.22.1(a) for 30 MW as applicable for one month delay.</p>
11.	5.2.2	<p>a) What is the status update on the solar park, site facilities and evacuation infrastructure?</p> <p>b) By when is the park expected to be ready for start of construction at the site? What is the process for allocation of land at the Solar Park?</p>	<p>a) Plots for solar plant in the Bhadla Solar Park in Jodhpur district have been identified and in the park area itself a 400/220/132/33 kV substation has been approved by RVPN and along with associated 400 and 220kV lines. RVPN has started construction of 220/132/33kV switchyard portion along with 220kV lines and their schedule of completion is December 2012. Project Report of Bhadla solar park is completed. RREC will indicate development charges in RFP.</p> <p>b) Plots will be recommended for allotment to the successful SPP who want to opt for purchase of land in the Solar Park immediately on receipt of option after issue of LOI.</p>
12.	5.2.2	<p>What are the facilities to be provided by RREC/Rajasthan Solar park Development agency for setting up the plant at Solar Park, Bhadla, Jodhpur. Land allotted by RREC should be flat and plain, no cutting, no grading, filling required for leveling of the ground. Site should be free from shading. Site should be free of water logging. If above conditions are not met, will RREC make suitable arrangements</p>	<p>Land can be seen by developers. Details of development and development charges for common infra structures will be given in RfP. Please refer clause no. 5.2.2 of RfS. Please note that Land will be allotted directly to SPP by Revenue authorities of GoR on recommendation of RREC. Land of plot is to be developed by SPP himself as per his design requirement. RREC will not make any arrangements except common infrastructures which will be detailed in RfP along with development charges</p>
13.	Clause 5.3	<p>The secondary back up meter on RVPN end of outgoing feeder in 132/33 KV GSS of RVPN should be by Procurer.</p>	<p>Responsibilities of installing all meters viz. main, check, back up at and solar power plant Sub Station and secondary back up meter on RVPN end of outgoing feeder in etc fixed on SPP &amp; same is mentioned in Bid documents. RFS clause will prevail.</p>

14.	Clause 5.5	Plant line terminal point needs to be defined.	Inter -Connection of first approach span with SPP terminal tower/gantry is the terminal point (Clause 5.4 of RfS)
15.	Clause 5.6	<p>a) In case there is delay in providing the transmission line from concerned authority, what will be the repercussion is there any provision for deemed generation for the developer equivalent to the losses due the same during the period?</p> <p>b) What is the remedy available to the Developer if the plant is ready for synchronization but is not able to connect due to delay of the evacuation lines to be constructed by the concerned Discom</p> <p>c) If the suitable land is more than 35 KM from the evacuating substation and if the developer will be ready to bear the cost of transmission line beyond 30 KM as specified in RfS, will the case be considered?</p> <p>d) In case the transmission line requirement is more than 30 kms, whether Developer has to construct the extra 5 kms or only pay the cost If developer is paying the cost of transmission line beyond 30 kms, then what is the logic behind keeping the upper limit of 35 km.</p>	<p>a) Any compensation on account of the Deemed Generation will not be paid by the DISCOM even if there is failure on Transmission line readiness by the DISCOMS/RVPN. But RREC will try that no such contingency occurs.</p> <p>b) RVPN will provide 132kV S/C transmission line and Bay before scheduled Commissioning date of power plant. If line or Bay is not provided in time then Commissioning date of plant will be treated as extended till availability of line/Bay.</p> <p>c) No. The developer should try to select the land within 30 km from the evacuating RVPN substation. Provision of 5 km grace distance provides cushion to the Developer for selection of land for the solar power plant. Max. Responsibility of Discom/ RVPN is specified in clause 5.6 of RfS.</p> <p>d) Developer is not to construct extra 5 kms line. He has to pay only the cost of line as per the Deposit Work Norms of RVPN. The whole 132kV line will be constructed by the RVPN. This provides cushion to the Developer of 5 km while selection of land for the solar power plant. Transmission Losses are to bear by Discoms so this extra distance is limited to 5 km.</p>
16.	5.6	<p>Most of the high insolation sites for solar projects in Rajasthan are located at quite a distance from the RVPN sub-stations. The following support is required to ensure optimum utilization of these sites:</p> <p>i) Maximum permissible evacuation line should be 35-40 kms with the Discom bearing the cost till 30 km line.</p> <p>ii) RREC should make available details of the proposed sub-stations to be constructed where the solar projects under this allocation process can be connected.</p>	<p>No. The provision in clause 5.6 of RfS will prevail.</p> <p>This information is readily available with the concerned RVPN. Their websites can also be referred for this.</p>
17.	5.7	Is there any water allotment charge for Solar Thermal power Project From where we will get the water for construction purpose?	No water allotment charges applicable but the consumption of water will be charged as per norms of the water resources department. The modification required if any in the existing canal system shall be done by the Water Resources Department on the cost of the Solar Thermal Power Producer. While the pipeline between the existing canal and the power plant will have to be laid by the Solar Thermal Power Producer.

18.	Clause 5.8	<p>a) In case the Bidder has an existing interconnection with the RVPN grid, on which a JNNSM solar power plant is connected, can the Bidder interconnect the 50 MW new solar Thermal plant (extant Rajasthan bid), through the same evacuation system? Since the developer would have already invested in surplus capacity, it should be reimbursed proportionate deposit charges in case the same system is used for evacuating power from the new plant.</p> <p>b) Please intimate whether we can collocate one project of NVVN 20 MW and RREC 50 MW into one 70 MW project and provide separate metering procedures for the same. Since the tender indicates that lying of transmission lines shall be in the Discom's scope, then can we employ the same line to export power for a NVVN project also?</p> <p>c) What will be the procedure for metering in case(a)? Say the existing plant is under JNNSM where the billing is done as per metering in RVPN substation and the billing for the new plant under extant bid is done at the plant premises.</p> <p>d) The connectivity charges are exempted up to march 2013 as per RERC order. As per schedule given in the document all the projects are scheduled to be connected after March, 2013 only. Therefore, the bidders shall have to account connectivity charges if specified by RERC which can be passed on to Discoms, if date of relaxation extended beyond March, 2013 may be clarified.</p>	<p>a) In such case no reimbursement shall be allowed. Bidder is allowed to connect power plant under this RfS, if selected, in existing system at his cost within his own campus.</p> <p>b) For 50 MW 132kV S/C line is sufficed. Power of additional 20 MW cannot go in 132kV S/C line .Further commissioning time of NVVN project is earlier.</p> <p>c) In such cases suitable metering shall be done as per applicable norms of Discom / RVPN.</p>
19.	Clause 5.8.3	Please confirm that RVPN shall bear the cost of up-gradation (220 kV) in case it decides to upgrade the inter-connection.	No. The developer has to bear this cost.
20.	Clause 5.9	Substantial bank guarantees in the form of Consolidated Performance Guarantees would have been posted by the Bidder for meeting its obligations to commission the project in time. It is therefore requested to waive the requirement of additional bank guarantees for transmission line for meeting the same objective of commissioning the project in time	No. Provisions of RfS shall prevail.
21.	Clause 5.9	How much would be the bank guarantee which is equivalent to the cost of 132 KV transmission line for evacuation system.	It will be as per the estimated cost of line based on the location of Solar Power Plant and will be intimated by the RVPN. 132 kV line will be applicable for RfS/Thermal 50/RREC/7 Solar Thermal Projects

22.	Clause 5.12	How will it be decided in the bidding stage that Which Successful bidder would be allowed to enter PPA with which Discoms	It will be intimated in Letter of Intent
23.	General	Is the Bidder required to provide details of land/site and connectivity permission at the time of submission of response to RfS or at the time of submission of RfP?	If the land details are available then the same may be given either at the stage of RfS itself or the same can be given even at a later stage also.
24.	General	a) Who is required to certify the copies of Balance Sheet, Profit & Loss, Schedules and Cash flow statements? Will it be a CA or Statutory Auditor? b) Who is required to certify the computation of net worth? Will it be a CA or Statutory Auditor	a) Can be either. Preferably the Statutory Auditor b) Can be either. Preferably the Statutory Auditor
25.	General	There are two companies, A and B. Company A is the lead partner in the consortium with stake of 51%. "C" is fully owned subsidiary of "A" and is registered with RREC and has all the permits (STU and water). This will be the project company on award of project Question: Can company A and B submit RFS as a consortium and use application which has been registered with company C (fully owned subsidiary of company A)	Company A & B can apply under a consortium arrangement but since "C" has no <i>locus standi</i> in the consortium, hence the permits in the name of company C can not be used. If at all the application of "C" has to be used, then C shall have to be a consortium member.
26.	General	Can a company/technology partner have less than 10% share in more than 2 projects?	Yes
27.	General	Can we install both Solar PV and Solar Thermal Power project at one place?	Yes
28.	General	Under Technical Qualification Criteria, the statements in 3.6 B in page 20 and that of Page 70 are contradicting. In page No: 20, 'one project in successful operation for one year' is specified. In page No: 70, 'design & engineering experience of 1MW Capacity' in operation' is specified From the draft description of NIT published earlier (in Sep, 2011) by RREC, the page 20 has omitted '1MW' and Page 70 omitted '1Year'.	Please note that there is no condition of number of years. However, the technology should be operational of at least 1 MW capacity anywhere in the world.
29.	Clause No. 1.4.3 & 1.4.4	(a) What is the minimum admissible CUF, without penalties? (b) If any contract year, it found that SPP has not been able to generate minimum energy ---- million kWh (MU) on account of solely attributable to SPP, the non compliance	(a) & (b) The clause 4.4.1 stands amended as under in the Draft PPA(Format 6.14):- 4.4.1 Discoms, at any time during a Contract Year, shall not be obliged to purchase any additional energy from the SPP beyond ..... Million kWh (MU) [Insert value of energy generated corresponding to

	<p>by SPP shall pay procurers such complementation to procurers.</p> <p>i) How will the minimum energy be computed? Is the bidder required to input the minimum energy in the PPA?</p> <p>What will be the basis for payment by the SPP to the procurers for non-compliance?</p>	<p>a CUF of 25% for Solar Thermal, provided that in case of solar projects using advanced technologies, the value of CUF shall be the average CUF committed by the SPP at the point of signing the PPA]. If for any Contract Year, it is found that the SPP has not been able to generate minimum energy of ..... Million kWh (MU) [corresponding to a CUF of 16% for Solar Thermal, and further provided that in case of solar projects using advanced technologies, the value of CUF shall be 7% below the average CUF committed by the SPP at the point of signing the PPA], on account of reasons solely attributable to the SPP, the non-compliance by SPP shall make SPP liable to pay the compensation to Discoms .This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of compensation shall be computed at the rate equal to the compensation payable by the Discoms towards non meeting of RPOs,(imposed by RERC for non meeting of RPOs) subject to a minimum of 25% of the applicable tariff.</p>
30.	<p>01. Whether DISCOMs would evacuate and pay for the entire energy that is produced over and above the CUF (incase the output from the system is found to be over and above CUF) that is mentioned in the document. If there is no obligation on the part of DISCOMs for evacuating the additional energy so produced over and above CUF as notified, whether the developer has the option to adjust the additional energy pumped into Grid for his own use through the connections provided by the DISCOMs of Rajasthan/Sell the energy on open access?</p>	<p>Notwithstanding Article 4.4.1, the SPP is free to sell any capacity which is in excess of the quantum of power agreed to be supplied under this Agreement from Scheduled Commissioning Date.</p>
31.	<p>Whether energy produced through Solar Thermal plant under the subject scheme is entitled for: a) CDM Benefits? b) Renewable Energy Certificates (REC)</p>	<p>Yes eligible for CDM benefits which shall be shared with the Discoms as per RERC regulations (Clause 5.13 of RfS).</p> <p>No REC benefit under this RfS.</p>
32.	<p>Whether any soft loans are available from the state of Rajasthan to encourage the Renewable energy Developers?</p>	<p>No Incentives applicable to all solar power producer for setting up of power plant is provided by Rajasthan Govt and Central Govt. to encourage the renewable energy developer. These are available at <a href="http://www.rrecl.com">www.rrecl.com</a> and MNRE website.</p>
33.	<p>Please clarify if the Net Worth must be met “not more than seven days prior” or “more than seven days prior” to the last date of submission of response?</p>	<p>It should be read as "more than 7 days prior"</p>

34.		The extant bid documents do not consider share premium in the computation of Net worth of unlisted companies while it has been considered for listed companies. It is requested to consider share premium that has been brought in the form of cash and cash equivalents in the computation of Net worth for unlisted companies as well.	Net worth shall be calculated as under: 1. Paid up Share Capital (a. Which includes Paid up Equity Share Capital and (b. Fully, compulsorily and mandatorily convertible Preference Shares (c. Fully, compulsorily and mandatorily convertible Debentures Add: Free Reserves a) Including Share premium provided it is realized in Cash or Cash equivalents Subtract: Revaluation Reserves Subtract: Intangible Assets Subtract: Miscellaneous Expenditures to the extent not written off and carry forward losses
35.	10.1- General	From the commencement of supply of power by the seller, the procurers shall pay to the seller the monthly tariff payments, on or before the due date, in accordance with tariff as specified in this Article 9 and schedule. All Tariff payments by the procurers shall be in Indian Rupees.  Which Schedule is being referred to?	The Schedule will be given in the RfP in which the bid tariff shall be quoted
36.	Clause 5.2	a) In case of Govt land, it is not clear whether the land will be sold to the developer or leased out, or either option is available with the developer?  b) Similarly, in case of Pvt land, please elaborate the mechanism of the Khatedar leasing out the Pvt land to the project;	Govt land will be allotted on 30 years lease basis and will not be sold out right.  Land should be in the name of Company which is setting up of Solar Power Plant.
37.		If Company X had accepted ICD's from its Parent company, Y, which are subordinate to the company's obligations to its lenders for the 25 MW Solar PV project in Gujarat, then we would request you to consider these ICD's as part of company Y's investment in Company .X and to include them as part of Net Worth	No, ICD's cannot be considered as part of Net-worth
38.		If Company Y has already approved additional equity infusion of approx. Rs. 300 crores in Company X towards certain committed renewable projects, can this approval be	Before the stage of PPA, the Parent company has to infuse actual capital in the bidding SPV/subsidiary.

		submitted in lieu of the equity commitment from Company Y.  Can Company X submit a letter of comfort from Company Y along with its response to RfS authoring company X to use its net-worth credentials for this project	Letter of comforts are not acceptable.
		<b>Power Purchase Agreement</b>	
	<b>Reference</b>	<b>Queries/Clarification Required</b>	<b>Reply</b>
1.	Definition of CUF Page 4	Definition of CUF: term "terminal Point" has been used. The concept is important since it is used for a guaranteed obligation but is undefined. Please define.	Connection of first approach span with SPP terminal tower/gantry is the terminal point (Clause 5.4 of RfS)
2.	Definition of Delivery Point	Delivery Point has been defined in Article 4.2 (d). Please define it in Article 1.1 "Definitions".	Metering point is the Delivery point.
3.	Definition of Metering Point	Metering Point, a capitalized term, has not been defined. Please define it in Article 1.1 "Definitions".	Metering point is the location of the meter detailed in RfS.
4.	Article 3.1	The time period for achieving the conditions subsequent is 6 months failing which RREC shall have the right to terminate the PPA and will be entitled to encash all the performance Bank Guarantees.	Details of RfS 6.7 format is incorporated in Article 3.1.
5.	Article 3.1.1 a)	Within 6 months from the effective date, the SPP shall have acquired land and taken possession of the total land required for the solar PV Project or will acquired total land required for within 3 months of signing of PPA. What is the implication of the second provision in this clause to allow the SPP/Seller to acquire the total land required for within 3 months of signing of PPA?	Details of RfS 6.7 format is incorporated in Article 3.1.
6.	Article 3.1.1 c)	Within 6 months from the effective date, the SPP shall have achieved financial Closure and has provided a certificate to RREC from the lead banker to this effect. While as per Clause 3.21.1, the RfS gives 210 days for achieving Financial Closure, the PPA allows for only 180 days. Kindly confirm.	Details of RfS 6.7 format is incorporated in Article 3.1.  Financial closure has to be completed within 210 days.
7.	Article 3.3.3	The terms of this section and treatment of encashment of BGs are modified by section 4.6.1. The drafting could be	Yes in accordance with Article 4.6.

		<p>much clearer in connecting section 3.3.3 and 4.6.1. We suggest the following amended clause -</p> <p>“3.3.3 If the SPP fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement, subject to conditions mentioned in Article 4.5, RREC shall have the right to encash the Performance Bank Guarantee <i>in accordance with Article 4.6</i> without prejudice to the other rights of RREC under this Agreement.”</p> <p>Scheduled Commissioning Date” not defined in the agreement</p>	
8.	Article 4.1.1 and 4.1.2	Penalty will be levied in case the Seller generates less than the minimum energy levels agreed between the Seller and the Procurer. How is this penalty calculated?	The amount of compensation shall be computed at the rate equal to compensation payable by Discoms towards non meeting of RPOs (imposed by RERC for non meeting of RPOs). Subject to a minimum of 25% of applicable tariff.
9.	Article 4.4.2	Any energy generated prior to SCD should be purchased by the Procurer since it is not feasible for the Seller to enter into short term contract to sell power to a third party. Please confirm.	As per clause 3.22.1 of RfS SPP is to commission 50 MW project within 28 months. Thus RfS allows earlier commissioning of the project.
10.	4.3.1 of PPA	What if a part capacity (not full) is sold to a third party?	Pl. refer to clause 4.3.1 wherein it has been clearly mentioned that the SPP undertakes to sell to Procurers and Procurers undertake to pay tariff for all the energy supplied for contracted capacity as per RfS.
11.	Article 4.7.1	<p>Acceptance Test - Seller has no right to approve party to carry out testing. We suggest that the Procurer and Seller jointly appoint the third party for tests.</p> <p>Prior to synchronization of the Power Project, the SPP shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by an agency identified by RREC to carry out testing and certification for the solar power projects.</p>	<p>No change.</p> <p>Yes details will be intimated to the solar power producer well in advance.</p>
12.	Article 13.3	In case of a SPP EOD, a copy of the notice should also be provided to the lenders. Also, enabling rights should be provided under the PPA in case any substitution rights are provided to lenders under the financing agreements,.	Enabling provisions has been made for permitting assignment in favour of lender.
13.	Article 13.4	This Clause allows the Seller to sell power to third parties 7 days after the Consultation Period of 60 days is over, after	Article 10.6 of Solar Thermal is deleted.

		<p>the Procurers fails to pay (with respect to a Monthly Bill or a Supplementary Bill) an amount exceeding fifteen (15%) of the undisputed part of the most recent Monthly/ Supplementary Bill for a period of ninety (90) days after the Due Date and the SPP is unable to recover the amount outstanding to the SPP through the Letter of Credit for the applicable Month.</p> <p>However, Clause 10.5 allows the Seller to sell power to third parties in case of the Procurer's Default in making payment by the 7th day from the Due Date. Clause 10.5 does say "notwithstanding anything to the contrary contained in this agreement...". Please confirm that it implies that despite the language in section 13.4 Seller can wheel power to third party after 7 days if there is a payment default.</p>	
14.	13.4 - Procurer's Event of Default	What is the liability on the procurer for the termination of the PPA due to its Event of Default? The entire investment will be at stake if the procurer terminates on the PPA.	Please refer Clause 10.5.9, 10.5.10 & 10.13.2 of PPA.
15.	Article 16.3.2	Since the projects may have foreign lending, it is requested that international arbitration should be provided.	No
16.		What is the exact meaning of shareholding. Is it limited to equity shares or does it include all instruments that form part of paid up capital	It includes Equity share Capital and Fully, Compulsorily and Mandatorily Convertible Preference Shares and Debentures
17.		The RFS says that the status of controlling shareholding has to remain unchanged till one year after COD, does that imply that there is a limitation of 51% stake cannot be reduced or increased. Can the controlling shareholder increase its stake later from 51% to higher stakes	Please refer to clause 3.6A(v) of RfS .The percentage shall not change of the controlling stakeholder/lead member.
18.		Is there any requirement for provision of Remote Terminal Unit or SCADA communication to be established with SLDC.	Yes.
19.		Is there any specific requirement for tariff meter or metering CT/PT please elaborate on this.	Yes. Available with Discoms.
20.		Please intimate if there is any specific document or certification required for setting up of SPV plant such as	Yes. As per clause no. 21.2.2 of Rajasthan Solar Energy Policy 2011 (available on www.rrecl.com).

		system study report before commissioning of the plant et	
21.		The discount has to be given from the benchmark tariff of Rs. 12.58 per kwh specified by Rajasthan Electricity Regulatory Commission for year 2011-12. However, the PPA under this RFS is likely to be signed after 31 March 2012. Would the same benchmark be applicable if RERC announces new tariff.	Already detailed out at clarification S.No.12 (Reference clause 3.8.2(b) of RfS).
22.	Article 15	<p>a)The PPA should specifically provide for assignment in favour of the lenders under the financing agreement. Otherwise, achieving financial closure will be very challenging.</p> <p>b) The Permitted Charges clause should also allow for charge to be created for the assignments as per Clause 15.1.</p>	<p>The following clause shall be added in the PPA in Article 15.</p> <p>15.1.2 Provided that, procurer shall permit assignment of any of SPP's rights and obligations under this Agreement in favour of the lenders of the SPP, if required under the Financing Agreement.</p> <p>Article 15.2.1 is to be replaced as under:  "Neither party shall create or permit to subsist any encumbrance over all or any of its right and benefits under this Agreement, other than as set forth in Article 15.1</p>