

Request For Proposal (RFP) is invited from the Power Producing Companies/ Solar Developers for the allotment of 650 MW_{AC} (50MW_{AC} x13 Blocks) Grid-Connected Ground Mounted Solar Photovoltaic Projects to be implemented in Pavagada Solar Park in the state of Karnataka on “Build-Own-Operate” basis under open category only for the procurement of solar power by the ESCOMs of Karnataka for a period of 25 years

Clarification for the queries received from the Bidders, dated 30 May 2018

1. Clarification on RFP

S.No	Clause	Description	Suggestion/Clarification	Rational	Clarification by KREDL
1	RfP - 1.2.2.	For commercial settlement, inter-connection point or delivery point shall mean the point at 220 kV side of 400/ 220 kV PGCIL Substation of CTU. All costs and losses up to that point will be to the account of the Solar Power Developers as per the provisions mentioned in ISA.	Request you to clarify if Connectivity and LTOA will have to be taken from RLDC and accordingly F&S of CERC shall apply? So will the Open Access charges of KPTCL will have to be borne by Developer in this case?		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
2	RfP - 1.3	The Projects shall be Commissioned within a maximum period of 10 Months (“Scheduled Commissioning Period”) from the date of LOA by KREDL to the Successful Bidders	Request you to provide timelines as per standard bidding guidelines which is also followed in SECI 200MW Pavagada Solar Park tender i.e 12 months from PPA signing		In this regard, KREDL would take decision. Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
3	RfP - 1.3.1.	The Projects shall be Commissioned within a maximum period of 10 Months (“Scheduled Commissioning Period”) from the date of LOA by KREDL to the Successful Bidders, which is termed as the “Scheduled COD”. For example, if the LOA is issued on 15 February 2018, then	The Developers will not be able to obtain evacuation approval and Open Access from CTU, obtain financial closure and commission the project in 8 months. Request to kindly extend the timeline of commissioning upto 13 months on the line of SECI Tender.		In this regard, KREDL would take decision. Bidder to comply with the relevant provisions of the RFP, draft PPA,

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		Scheduled COD shall be 14 October 2018, irrespective of holidays.			LSA, ISA and the Addendum as published from time to time.
4	RfP 1.6.1	The power will be finally evacuated at Pavagada Solar Park through a 400/ 220 kV PGCIL substation. This power transmission infrastructure, starting from the 440/ 220 kV PGCIL substation and connecting to the Central Transmission Utility system, will be deemed to be a part of the interstate transmission system.	Request you to clarify if Connectivity and LTOA will have to be taken from RLDC and accordingly F&S of CERC shall apply? So will the Open Access charges of KPTCL will have to be borne by Developer in this case?		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
5	RfP Technical Description	Power Conditioners/ Inverters	We request to allow string and central inverter(outdoor type) both.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
6	RfP - 17.1.2	The Net Worth of the Bidder as on the last day of the preceding financial year FY 2016-17 (ending 31 March 2017) or calendar year CY 2016 (ending 31 Dec 2016 or 30 June 2016, as applicable, for foreign Bidders only) should not be less than one hundred percent (100%) of the	We request you to modify net worth requirement from 2 Cr/MW to 1.07 Cr/MW as followed by SECI tenders for more competitiveness during project award as developers would be able to bid more numbers of projects with modified net worth criteria		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time

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		Bidder’s Paid-up Share Capital, subject to a minimum of two (2) crores INR or equivalent US\$ per MWAC in proportion to the cumulative capacity proposed by the Bidder.			to time.
7	RFP Definition	The ceiling limit for Quoted Tariff/ PPA Tariff is fixed at 2.93 INR (Indian Rupees Two and Ninety Three Paise only) per kWh;	You are requested to note that this ceiling tariff is not viable considering high solar park charge. We request you to remove this ceiling tariff		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
8	RFP Introduction: 1.3.1	The Projects shall be Commissioned within a maximum period of 10 (ten) Months (“Scheduled Commissioning Period”) from Effective Date (as defined in the Draft PPA), which is termed as the “Scheduled COD”. For example, if the Effective Date (as defined in the Draft PPA) is 15 May 2018, then Scheduled COD shall be 14 March 2019, irrespective of holidays.	We request you to provide 15 months time for commissioning from KERC approval date instead of 10 months.		In this regard, KREDL would take decision. Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.

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9	RFP 1.3.1	The Projects shall be Commissioned within a maximum period of 10 (ten) Months(“Scheduled Commissioning Period”) from Effective Date (as defined in the Draft PPA), which is termed as the “Scheduled COD”.	Request to modify Clause as: <i>The Projects shall be Commissioned within a maximum period of 13 (Thirteen) Months(“Scheduled Commissioning Period”) from PPA Date (as defined in the Draft PPA), which is termed as the “Scheduled COD”.</i>	As per MNRE’s Notification dated 3 rd Aug 2017. Commissioning schedule should be 13 months from PPA execution date for projects below 250 MW. This is also evident from the recent bids conducted by MSEDCL and NTPC which are have commissioning timeline with the notification	In this regard, KREDL would take decision. Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
10	RFP-1.8	The SPDs shall have to reimburse KSPDCL, the annual lease rent for the years 2015-16, 2016-17 and 2017-18 (i.e. upto date of Land Sub Lease Agreement) along with interestat SBI PLR.	The Solar Power Developer should not be levied these charges.	Since the Solar Power Developer under this will be using the land from FY 2019, SPD should not be charged for the lease charges for previous years. This will impact 4-5 paise in tariff.	In this regard, KREDL would take decision. Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.

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11	RFP 1.3.1	The Projects shall be Commissioned within a maximum period of 10 (ten) Months (“Scheduled Commissioning Period”) from Effective Date (as defined in the Draft PPA), which is termed as the “Scheduled COD”. For example, if the Effective Date (as defined in the Draft PPA) is 15 May 2018, then Scheduled COD shall be 14 March 2019, irrespective of holidays.	We request that the timelines for the Commissioning of the project be kept in line with the MNRE solar bid guidelines which provide as under: “The Projects shall be commissioned within a period of 13 (thirteen) months from the date of execution of the PPA. However, Projects with a capacity of 250 MW and above, if being developed outside a Solar park, shall be commissioned within a period of 15 (fifteen) months from the date of execution of the PPA”. Also in the recently concluded SECI 200 MW (4*50 MW) Pavagada solar park auction which is similar to the KREDL auction , allowed commissioning timelines are 12 months from effective date of PPA. Based on the above precedence, we would request KREDL to suitably extend the commissioning timelines to a period of minimum 13 months from the effective date of the PPA.		In this regard, KREDL would take decision. Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
12	RFP-1.2.1	The ceiling limit for Quoted Tariff/ PPA Tariff is fixed at 2.93 INR (Indian Rupees Two and Ninety-Three Paise only) per kWh;	We would request KREDL to remove the tariff cap. Also the Hon. KERC in its order dated 18 th May’ 18 regarding generic tariff order for solar PV plants has approved a tariff of Rs. 3.05/KWh. Also removal of the tariff cap would help in increased competition and eventually KREDL		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.

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			would benefit from the same.		
18			Kindly extend date of submission of online bids to 30 days after publishing of final clarifications/ addendums/ corrigendums and hard copies 2 days after submission of online bids.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
19	RFP7.3	The Bidder shall provide the Bid Security in the form of a bank guarantee only issued by a scheduled bank or a nationalized bank.	Please allow Bid Security/PBGs to be submitted from Foreign Banks too. Please confirm that we can provide Bid Security/ PBGs from SocieteGenerale Bank		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
20	RFP1.2.4	Post the completion of the E-Reverse Auction process, the ESCOMs of Karnataka shall execute the Project Agreements including but not limited to PPA, ISA and LSA etc.	Please provide the capacity wise allocation to the 5 ESCOMs of Karnataka		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.

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21	RFP1.3.3	<p>Failure to achieve the Project COD on or before the Scheduled COD by the Bidder shall attract encashment and invocation of Performance Security followed by imposition of Delay Liquidated Damages, as mentioned below.</p> <p>Delay up to one (1) Month Twenty percent (20%) of the Performance Security</p> <p>Delay of more than one (1)Month and up to two (2) Months Forty percent (40%) of the Performance Security</p> <p>Delay of more than two (2) Months and up to three (3) Months Forty percent (40%) of the Performance Security</p>	<p>Encashment of PBG's is to be done on a per MW uncommissioned, per day basis</p>		<p>Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.</p>
22	RFP1.8	<p>Compensation towards yielding borewells, drip, trees etc.: Rs. 1 lakh / MW (provisional till Nov 2017) before signing of ISA. On actual basis in proportion to allocated capacity upon intimation by KSPDCL shall have to be paid by SPDs</p>	<p>The actual cost towards compensation for borewells, drip etc is to be provided before bid submission as bidders would need to consider the exact cost in the financial model. Hence, please provide the actual figure. In the event that the actual figure cannot be provided before bid submission, please confirm that the charges would not vary more than 2% from the indicative figure of Rs. 1 lakh/MW</p>		<p>In this regard, KREDL would take decision.</p> <p>Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.</p>

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23	RFP3.1.1	In case the Successful Bidder is a Single Bidder then it may, at its own discretion, form a new SPV to execute the Project Agreements.	SPV's formed even prior to the RfP date can be used for implementation of the project.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
24	RFP8.1	The Bidder shall make the payment towards Facilitation Fee for an amount calculated as 1, 00,000 INR (Indian Rupees One Lakh only) per MWAC for the total quoted capacity, as per Solar Policy 2014-21. Such amount shall be payable by the Successful Bidder only in accordance with Clause 1.8 prior to execution of the Project Agreements.	Please allow bidders to pay the facilitation fee/ther necessary charges to KSPDCL at any time prior to financial closure as arranging for large quantum of funds is a time taking process.		In this regard, KREDL would take decision. Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
25	RFP15.1.1	b. Annex II (Certificate from the Statutory Auditor in case the experience of the Group Business Entity is used, applicable for Single Bidder only); Certificate from Statutory Auditor showing the compliance to Financial Capacity, in the form set out in Appendix VI, supported by the proof of documents signed on the photocopies by the Statutory Auditor that he/ she has	Please allow bidders to submit CA certified documents.		In this regard, KREDL would take decision. Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.

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		verified the documents.			
26	RFP19.5	E-Reverse Auction will be conducted on scheduled date & time, which shall be intimated to all the Bidders in advance.	Please give atleast one week's advance notice for the scheduled date and time of the e reverse auction		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
27	RFP20.2	Schedule for Reverse Auction: After evaluation of Techno-Commercial Bids and Price Bids, date and time of start of E-Reverse Auction shall be intimated to all the Eligible Bidders who have submitted their Bids at least two (2) hours before the start of E-Reverse Auction process. The maximum allowable time duration for E-Reverse Auction shall be for a period of thirteen (24) hours from the start time of E-Reverse Auction process, which shall mark the completion of E-Reverse Auction process.	Bidders would require at least 1 week's advance notice for date and time of the e reverse auction		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.

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28	RFP20.5	After conclusion of the E-Reverse Auction event, the Successful Bidder(s) shall e-mail from its registered to KREDL’s e-mail ids kredlmd@gmail.com, agm.sgkredl@gmail.com, the PPA Tariff discovered at the closure of the E-Reverse Auction process along with the preference of Block numbers in Pavagada Solar Park duly signed by the authorized person, in the prescribed Price Schedule format as per APPENDIX-VIII, within two (2) hours of E-Reverse Auction end time without fail	Please confirm the "Registered email ID" Also, please give at least a week's time for sending the plot preferences after the auction, or please clarify that preferences shall be given at the time of bid submission itself.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
29	RFP22.1	The Successful Bidder or the SPV formed by the Successful Bidder, as the case maybe, will execute the Project Agreements upon satisfying the following conditions within thirty (30) days from the date of issue of LOA: 22.1.1. Signing of all the Project Agreements including PPA, ISA and LSA etc.; 22.1.2. Submit the Performance Security or Performance Bank Guarantee or equivalent in the form of bank guarantee, in accordance with the provisions of the relevant Project Agreements including PPA,	While PPA can be signed within 30 days of LOA issue, please leave the signing of ISA and LSA, payment of facilitation fee, solar park charges, PBG etc to the discretion of the bidders. ISA and LSA can be signed only after legal due diligence of the land & survey works to ascertain the exact extent of land in each block. We will also have to be sure of KERC's concurrence on the PPA before making huge payments as per the ISA,LSA. Hence, ISA and LSA will be executed within the conditions precedent timeline, post KERC concurrence of the PPA and legal due		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.

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		ISA and LSA etc.; and 22.1.3. Pay the Facilitation Fee to KSPDCL in accordance with Clause 8 of the RFP.	diligence/survey of land.		
30	RFP22.1	The Successful Bidders shall not be entitled to seek any deviation in the Project Agreements.	KREDL/KSDPCL/ESCOMS should not be allowed to make any deviations in the project agreements post submission of the bids		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
31	RFP Annex II	Certificate from the Statutory Auditor in case the experience of the Group Business Entity is used, applicable for Single Bidder only	Please allow CA certified format		In this regard, KREDL would take decision. Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time

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					to time.
32	RFPAppendix VI	FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR FOR FINANCIAL CAPACITY	Please allow CA certified format		In this regard, KREDL would take decision. Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
33	RFP1.2.2	Metering shall be at 66kV or 33kV side of 220/66kV or 220/33kV substation (as the case may be) where the power from the solar power project is injected and at the 220 kV Side of 400/220kV substation of CTU i.e., POWERGRID+D50	Since metering shall be done at 220kV side of substation of CTU, and the power shall be sold for purchase to Discoms, please confirm that the entire responsibility of connections, Open Access charges/losses/permissions shall be in the scope of the Discom		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
34	RFP1.3.1	The Projects shall be Commissioned within a maximum period of 10 (ten) Months (“Scheduled Commissioning Period”) from Effective Date (as defined in the Draft PPA), which is termed as the “Scheduled COD	Please increase project commissioning to 15 months from PPA Effective Date & satisfaction of conditions precedent to 9 months from PPA Effective Date. PPA effective date should mean the date on which KERC gives its concurrence		In this regard, KREDL would take decision. Bidder to comply with the relevant provisions of the RFP, draft PPA,

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			to the PPA.		LSA, ISA and the Addendum as published from time to time.
35	RFP20.3	The E-Reverse Auction process shall be stopped if no Bid is received in the last 8 (eight) minutes, at any point of time, for the first 650 MWAC with a maximum allowable time duration of twenty four (24) hours from the start time of E-Reverse Auction process, which shall mark the completion of E-Reverse Auction process.	There should be no capping on the time limit of the auction.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
36	RFP20.5	Thirteen (13) Blocks of 50 MWAC each, would be awarded to the Bidders quoting the lowest PPA Tariff till the total capacity of 650 MWAC is reached.	Please clarify that this means that bidders will be allocated capacities as per their respective tariffs after the auction, and not at the lowest tariff		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
37	RFP1.2.5	The maximum tariff payable to the Project developer is fixed at 2.93 INR (Indian Rupees Two and Ninety Three Paise) per kWh for 25 years.	Please remove the Benchmark tariff.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time

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38	RFP1.8	The Solar Power Developers shall reimburse KSPDCL, the annual land lease rent for the financial years 2015-16, 2016-17 and 2017-18 (i.e. up to date of Land Sub Lease Agreement) along with interest at SBI PLR.	Please remove this clause. SPD's have not been in use of the land prior and would not have to reimburse these charges.		In this regard, KREDL would take decision. Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
39	RFP3.2.5 (i)	Failed to perform any contract exceeding a contract value of 750,000,000 INR (Indian Rupees Seventy Fifty Crore only), as evidenced by imposition of a penalty or liquidated damages by an arbitral or judicial authority or a judicial pronouncement and/or arbitration award against the Bidder, Member or their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, as the case may be and there is no appeal pending against such judicial pronouncement and/or arbitration award; or	Please remove this clause from eligibility criteria. Please change " there is no appeal pending against such judicial pronouncement and/or arbitration award" to " there is no judgment, order or any pronouncement of any court/judicial body against the company which shall affect the company to perform the obligations related to the present project." Also, please confirm if any litigations under appeal are covered in this? Will the bidder be allowed to participate in the bid submission?		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.

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40	RFP3.2.5 (ii)	Had any contract terminated by any government or government instrumentality for breach by such Bidder, Member or their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity and there is no appeal pending against such termination before any judicial authority.	Please remove this clause from eligibility criteria		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
41	RFPAppendix I, f	We, [including all the other members of the Consortium] have not, in the last three (3) years immediately preceding the Bid Due Date, failed to perform any contract exceeding a contract value of INR 750 Million, as evidenced by the imposition of a penalty by an arbitral or judicial authority and/or arbitration award or a judicial pronouncement against us or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity and there is an appeal pending against such termination before the stated judicial authority: (Provide contract and appeal details)];	Please remove this Clause.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.

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42	RFPAppendix I, g	We, [including all the other members of the Consortium] have, in the three (3) years immediately preceding the Bid Due Date, had the following contracts terminated by a government or government instrumentality for breach by us or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, as the case may be and there is an appeal pending against such termination before the stated judicial authority: (Provide contract and appeal details)];	Please remove this Clause.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
43	RFPAppendix VIII-1.1	Thin Film Modules - IEC 61215	IEC Standard mentioned for Thinfilm Modules in the RFP is IEC 61215 whereas it should be IEC 61646. Please confirm.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
44	RFP	Ceiling Tariff: INR 2.93 /KWh	With the present market conditions and the higher one-time and recurrent charges for pavagada solar park, achieving this is very difficult.KREDL should remove the ceiling tariff cap as above entirely, and allow market forces to determine th tariff, as is the case with all capacities that National Thermal Power Corporation tenders out. This		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.

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S.No	Clause	Description	Suggestion/Clarification	Rational	Clarification by KREDL
			would ensure higher completion and would ultimately benefit the end consumer		
45	RFP	Timeline: Project Financial Closure: LOA+5 Months Project Commissioning: LOA+10 Months	The timeline set for the commissioning of the project are very aggressive and unrealistic. We request KREDL to modify the timelines for the commissioning the project as under: Project Financial Closure: KERC Approval+9 months Project Commissioning: KERC Approval+ 18 months		In this regard, KREDL would take decision. Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.

2. Clarification on PPA

S.No	Clause	Description	Suggestion/Clarification	Rational	Clarification by KREDL
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S.No	Clause	Description	Suggestion/Clarification	Rational	Clarification by KREDL
1	PPA - 4 Conditions Precedent	Save and except as expressly provided in Articles 14 or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4 (the "Conditions Precedent") by the Solar Power Developer within 5 (Five) months from the Effective Date, unless such completion is affected by any Force Majeure event, or if any of the activities is specifically waived in writing by ESCOM	Request you to extend Financial Closure timelines in line with Standard bidding guidelines i.e 7 months from effective PPA signing date		In this regard, KREDL would take decision. Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
2	PPA & Addendum 1	Delivery point shall mean the point at 220KV side of 400/220 KV sub-station of CTU	Request you to clarify if the commercial arrangement is at CTU, which regulations to follow, CERC or KERC		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
3	PPA Article 4.1	Save and except as expressly provided in Articles 14 or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4 (the "Conditions Precedent") by the Solar Power Developer within 5 (Five) months from the Effective Date, unless such completion is affected by	We request you to provide 9 months time for financial closure instead of 5 months. Please note that it is very difficult to get financial closure in 5 month period		In this regard, KREDL would take decision. Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.

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S.No	Clause	Description	Suggestion/Clarification	Rational	Clarification by KREDL
		any Force Majeure event -----			
4	PPA 3.1	This Agreement shall come into effect from the date of obtaining concurrence from KERC on the draft PPA and such date shall be referred to as the Effective Date.	The draft of the PPA would be finalized before bid submission itself. The signed PPA's are forwarded to KERC for concurrence. The effective date should be the date of concurrence of KERC on the signed PPA's.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
5	PPA 15.1.1 (e)	Change in Law any change in the rates of taxes, duties and cess or introduction of any taxes, duties and cess which have a direct effect on the Project as per the terms of this Agreement. but shall not include (i) any change in taxes on corporate income or any change in any withholding tax on income or dividends, or (ii) any change on account of regulatory measures by the KERC, or (iii) any change in the KERC approved Tariff as compared to the approved tariff exist as on the Bid Due Date.	Please change the following: any change in the rates of taxes, duties and cess or introduction of any taxes, duties and cess which have a direct any adverse effect on the Project Please delete the following: (ii) any change on account of regulatory measures by the KERC, or (iii) any change in the KERC approved Tariff as compared to the approved tariff exist as on the Bid Due Date		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.

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S.No	Clause	Description	Suggestion/Clarification	Rational	Clarification by KREDL
6	PPA 5.6	No compensation shall be provided towards any offtake constraints due to transmission infrastructure or grid unavailability.	Since transmission infrastructure and grid are in the scope of KSPDCL, any offtake constraints should be compensated for through deemed generation.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
7	PPA 5.6	the ESCOM shall en-cash and invoke the revised Performance Security as per the procedure mentioned in clause 1.3.3 of the RFP and clause 5.8 of the draft PPA, and recover the balance amount from payment of Monthly Bills/ Supplementary Bill payable by concerned ESCOMs to the Solar Power Developer to the extent of allotted full/ entire capacity	In case of part commissioning, the ESCOM cannot invoke the Bank Guarantee for the full project capacity. BG's should be invoked only up to uncommissioned capacity.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
8	PPA 5.7.1	the Developer shall commission the Project and thereafter may file a petition before KERC, seeking approval for condoning the delay in commissioning the Project urging any of the grounds mentioned in (a), (b), (c) above. Such petition shall be deemed to be a dispute under Article 18.3.	The provision for granting extension of time for COD should vest with the ESCOMs itself.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.

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S.No	Clause	Description	Suggestion/Clarification	Rational	Clarification by KREDL
9	PPA 5.8.1	a. For the delay up to one month an amount equivalent to 20% of the Performance Security. b. For the delay of more than one (1) month and upto two months an amount equivalent to 40% of the total Performance Security. c. For the delay of more than two and up to three (3) months an amount equivalent to 40% of the Performance Security.	Bank guarantees should be encashed on a per MW uncommissioned, per day basis.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
10	PPA 12.2	Provided further that as a consequence of delay in commissioning of the Project beyond the Scheduled Commissioning Date, subject to Article 14, the changed applicable Effective Tariff for the Project shall be 80% (eighty percent) of the Effective Tariff quoted by the Bidder at the closure of e-reverse auction proces, if the Project is commissioned within 4 (four) months thereafter.	Please delete this clause as there can be no revision of tariff especially after securing of loan from project lenders. It would severely hamper the viability of the project. The only penalty that the developer would be liable to pay for delay in COD is the encashment of BG's and liquadated damages.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
11	PPA 13.3.2	The Solar Power Developer shall open a bank account at [Insert name of place] (the "Solar Power Developer's Designated Account") for all Tariff Payments (including Supplementary Bills) to be made by ESCOM to the Solar Power Developer, and notify ESCOM of the details of such account at least 90 (ninety) days	Bank account for receipt of receivables can be opened anywhere in India		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.

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S.No	Clause	Description	Suggestion/Clarification	Rational	Clarification by KREDL
		before the dispatch of the first monthly bill.			
12	PPA 15.1.1	any change in the rates of taxes, duties and cess or introduction of any taxes, duties and cess which have a direct effect on the Project as per the terms of this Agreement. The Bidder shall consider all the prevailing taxes, duties and cess applicable on the last date of submission of Technical Bid while submitting the Bid for the Project(s).	Please include introduction of any taxes or duties related to setting up of the project		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.

3. Clarification on ISA

S.No	Clause	Description	Suggestion/Clarification	Rational	Clarification by KREDL
1	ISA Definitions (g)	“Expiry Date or Closing Date” shall mean the date occurring twenty five (25) years from Effective Date (as defined in the Draft PPA) or until termination of Land Sub Lease Agreement / Termination of Principal Land Lease Agreement / Termination of Implementation and Support Agreement / Termination of PPA;	Termination of the principal land lease agreement cannot lead to termination of the ISA or LSA. KSPDCL has to give an assurance that the principal land lease agreement would be in force for the entire tenure of the PPA, ISA, LSA and would not be terminated by either KSPDCL or the land owner.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
2	ISA Definition	“Metering point” shall mean the point at 220 kV side of 400/220 kV grid Sub-Station of CTU.	We reuest you to kindly clarify that metering location for billing purpose will be at 400/220 kV pooling SS.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the

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S.No	Clause	Description	Suggestion/Clarification	Rational	Clarification by KREDL
					Addendum as published from time to time.
3	ISA 8.8 Metering	Another set of Main and Check Meters and also Standby Meter of 0.2S accuracy class, as per CEA (Installation & operation of meters) Regulations 2006/IEGC as applicable, shall be Procured and installed by SPD on each incoming feeder at 220KV side of 400/220kV Grid Sub Station (Interconnection point) of CTU i.e., POWERGRID based on specifications & make provided by KSPDCL/POWERGRID.	Please specify how cost of supply and installation of 220kV meter at 400/220 kV SS is distributed among the bidders. Please provide the SLD of evacuation scheme at 33/220kV, 66/220kV & 400/220kV SS. How many numbers of outgoing of 220kV are there at the 220/33 kV or 220/66kV SS.?		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
4	ISA6.3	Annual Land Lease Charges as specified in Land Sub Lease Agreement shall be payable by SPD to the SPPD in accordance with terms and conditions laid out in Land Sub Lease Agreement.	The RfP in clause 1.8 has specified land lease charges on INR/MW basis. Hence, the land lease charges should not be payable per acre and would be payable as per 50 MW project size irrespective of extent of land in each block. Please confirm.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
5	ISA6.5	The Lessee shall pay compensation as determined by the Appropriate Authorities to Lessor towards Horticultural trees/agricultural crops/yielding bore-wells/ drip irrigation/ sprinklers building etc. for the <u>further period as and when informed by SPPD.</u>	While the RfP says that the compensation would be payable on actual basis, the ISA suggests that this compensation would be a recurring charge payable as and when intimated by KSPDCL. Hence, remove "further period as and when informed by SPPD" from this clause.		In this regard, KREDL would take decision. Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.

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S.No	Clause	Description	Suggestion/Clarification	Rational	Clarification by KREDL
6	ISA6.5	SPD shall have to pay Rs. 50,00,000/- (Rs. Fifty lakhs Only) for 50MW (provisional till Nov 2017) calculated @ Rs. 1,00,000/- per MW to SPPD towards compensation for Horticultural trees/agricultural crops/yielding bore-wells/ drip irrigation/ sprinklers building etc. based on the assessment made by the Appropriate Authorities.	Please confirm the total charges payable towards compensation as this would have to accounted for prior to bid submission itself. Please confirm that the actual cost would not deviate more than 2% from the indicative figure of Rs. 1 lakh/MW mentioned in the Rfp/ISA		In this regard, KREDL would take decision. Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
7	ISA6.6.2	The Solar Power Project shall be commissioned within 10 (ten) months from the Effective Date (as defined in the Draft PPA). In case of failure to achieve this milestone, KSPDCL shall encash the full Performance Bank Guarantee.	The bank guarantee should be encashed on a per MW uncommissioned per day basis with full encashment upon 4 months of delay		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
8	ISA6.10.1	SPD shall establish an irrevocable unconditional revolving Letter of Credit (LC) in favour of KSPDCL with a public sector / scheduled commercial bank (as per the list to be provided by KSPDCL) within 30 days from the date of signing of this agreement. The LC shall cover annual O&M charges payable to KSPDCL for that particular Financial Year	The LC can be opened 30 days post COD of the project as O&M charges are payable only post COD.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.

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S.No	Clause	Description	Suggestion/Clarification	Rational	Clarification by KREDL
9	ISA8.2	The SPD shall obtain and renew, if necessary, at its own costs, all necessary permissions, approvals, licenses and permits for the Solar Power Project including but not limited to obtaining Drawing & safety Approval from Chief Electrical Inspector, Power & Telecommunication Coordination Committee (PTCC), GoK , RT and MRT Pre Commissioning approval from RT Department, KPTCL and Project Commissioning and synchronization approval from KPTCL and KSPDCL	SPD would obtain CEIG approval only for solar plant related drawings & approvals. PTCC should be in the scope of KSPDCL as transmission line is in their scope. Please modify accordingly.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
10	ISA8.4	The SPD shall not transfer, assign, let, underlets, sublet, license, mortgage, charge, encumber or part with the possession of the Demised Premises or any part thereof or any interest therein.	Mortgaging should be allowed as it is a basic requirement of lenders for sanctioning of loan.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
11	ISA17.1.2	The Net Worth of the Bidder as on the last day of the preceding financial year FY 2016- 17	Please confirm if the FY to be taken into account is 2016-17 or 2017-18		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
12	ISARecitals (d)	Whereas, for the purpose of setting up 2000 MW Pavagada Ultra Mega Solar Park, GoK vide notifications dated 14-10-2015, 02-02-2016, 11-04-2016 & 16-05-2016 and GoK vide order No. CI 234 SPI 2015 dated 29-10-2015 has approved in-	Please confirm that "in principle" approval from GoK will in no way hinder peaceful handover and possession of land for the entire tenure of the PPA, ISA, LSA		In this regard, KREDL would take decision. Bidder to comply with the relevant provisions of the RFP, draft PPA,

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S.No	Clause	Description	Suggestion/Clarification	Rational	Clarification by KREDL
		principle to acquire identified land of Kythaganacharu, Vallur, Balasamudra, Tirumani&Rayacharu Villages			LSA, ISA and the Addendum as published from time to time.

4. General Clarification

S.No	Clause	Description	Suggestion/Clarification	Rational	Clarification by KREDL
1	General		Please confirm if pollution board clearances have already been taken by KSPDCL		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
2	General		Please confirm that this bid is not in conflict with the election code of conduct for the Assembly Elections in Karnataka in May 2018		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
3	General		Please share the Layout of the Solar Park.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.

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S.No	Clause	Description	Suggestion/Clarification	Rational	Clarification by KREDL
4	General		Please levy stamp duty only on the Land Lease Charges and not on all charges payable to KSPDCL.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
5	General		As per CERC guidelines, number of hours to calculate CUF of the plant shall be 8766. Would request to confirm for the same.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
6	General		Please confirm that for the block in which evacuation is at 33kV can be done directly to 33kV from PCU conversion AC voltage instead of 11/33kV.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
7	General		As per ISA no support structure shall be provided for UG cable laying from plant pooling GSS; Please provide CAD file for cable estimation along roadside.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
8	General		Please provide internal pooling substation SLD for cable connection feasibility		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.

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S.No	Clause	Description	Suggestion/Clarification	Rational	Clarification by KREDL
9	General		Article 7 is deviating from the water supply for O&M as development charges also include for water supply for O&M on chargeable basis. Please confirm.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
10	General		Please specify the timelines for land hand-over and readiness of evacuation infrastructure to the SPDs. Also, the evacuation infrastructure needs to be ready at least 2-3 months prior to the SCOD. In case of any delays in land hand-over or evacuation infrastructure, appropriate extension should be provided in Financial Closure and Commissioning.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.