

Clarification (Response to Bidder's queries by KREDL), dated 10 Feb 2018

Sl. No	Clause No. & existing provisions	Clarification required	Suggested text for amendment	Rationale for the clarification/ amendment	KREDL Response
1.	RFP Addendum-1, point-4 Under the RFS, the term of the PPA is 25 years from COD /SCOD, but in the PPA the expiry date is defined as 25 years from LOA. Kindly clarify.	Under the RFS, the term of the PPA is 25 years from COD /SCOD, but in the PPA the expiry date is defined as 25 years from LOA. Kindly clarify.			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 1.2.5 Under the Project Agreements, the ESCOMs shall enter into PPA with Solar Power Developers for the PPA Term. The ceiling limited of PPA tariff payable to the Solar Power Developer is fixed at 2.93 INR (Indian Rupees Two and Ninety Three Paisa) per kWh for the PPA Term.	Is there any upper ceiling on tariff?			Yes, the upper ceiling for Quoted Tariff/ PPA Tariff is 2.93 INR per kWh. The Quoted Tariff/ PPA Tariff cannot be more than the tariff of 2.93 INR (Indian Rupees Two and Ninety Three Paisa) per kWh for the Projects. 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 1.2.5 Under the Project Agreements, the ESCOMs shall enter into PPA with Solar Power Developers for the PPA Term. The ceiling limited of PPA tariff payable to the Solar Power Developer is fixed at 2.93 INR (Indian Rupees Two and Ninety Three Paisa) per kWh for the PPA Term.	Given the uncertainty/risks associated with applicable Basic Customs Duty, impending Anti-dumping/Safeguard duty and also the recent increase in module prices internationally, the ceiling tariff of Rs. 2.93/kWh may not be achievable. Therefore, we request you to increase the ceiling tariff to Rs. 3.57/kWh as the market mechanism (Bidding & Reverse Auction process) shall ensure the			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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		lowest applicable tariff for the procured power by ESCOMS.			
4.	RFP 1.3.1 The Projects shall be Commissioned within a maximum period of 8 (eight) Months (“Scheduled Commissioning Period”) from the date of LOA by KREDL to the Successful Bidders, which is termed as the “Scheduled COD”.	Eight months duration from LOA is very short duration, the same should be extended to twelve months from LOA as eight months is very short for project implementation.			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 1.3.1 The Projects shall be Commissioned within a maximum period of 8 (eight) Months (“Scheduled Commissioning Period”) from the date of LOA by KREDL to the Successful Bidders, which is termed as the “Scheduled COD”.	We request to increase the time to 12 months given the size of the projects. The time required for detailed design, equipment manufacture, transportation, installation & commissioning for a project size of 50 MW or above is more than 8 months.			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 1.3.1 The Projects shall be Commissioned within a maximum period of 8 (eight) Months (“Scheduled Commissioning Period”) from the date of LOA by KREDL to the Successful Bidders, which is termed as the “Scheduled COD”.	The Projects shall be Commissioned within a maximum period of 15 (fifteen) Months (“Scheduled Commissioning Period”) from the date of LOA by KREDL to the Successful Bidders		The Financial Closure of the project shall take a minimum of 7 months from the date of PPA and LSA signing. Considering a six-seven month time for construction of project, a minimum of 15 months is what shall be granted post signing of	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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				PPA. Hence the date shall be linked with PPA signing and not the LoA.	
7.	RFP 1.3.1 The Projects shall be Commissioned within a maximum period of 8 (eight) Months (“Scheduled Commissioning Period”) from the date of LOA by KREDL to the Successful Bidders, which is termed as the “Scheduled COD”.	Timelines for Financial Closure and Commissioning of the project should be aligned with the National Solar Mission provisions i.e. 6 months from PPA signing for Financial Closure and additional 6 months for Commissioning.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
z	Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.	Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.	Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.	Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.	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 1.8 5,00,000 INR (Indian Rupees Five Lakh only) per MWAC in five (5) equal installments @ 1,00,000 INR (Indian Rupees One Lakh only) per MWAC per year after Project COD for five (5) years, assuming the project cost as 5,00,00,000 INR (India Rupees Five Crore only) per MWAC in accordance with MNRE guidelines	The project cost of Rs. Five Lakh considered for the calculation of Local area development fund (LADF) is on the higher side. The LADF should be 1% of the real cost derived in proportion to the tariff derived in the reverse bid.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
9.	RFP 1.8. 1,63,075 INR (Indian Rupees one lakhs and twenty thousand only)	In words, it is written differently			Bidder to comply with the relevant provisions of the

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	per MWAC (5 Acres per MWAC will be allotted to Solar Power Developer)				RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
10.	RFP 8. 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 within the timelines mentioned in Clause 22.1.3 of this RFP.	There should not be facilitation fees from the successful bidder			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
11.	RFP 17.1 For the purpose of ascertaining qualification towards meeting Technical Capacity criteria of the Bidder participating as a Consortium cannot claim the experience of its Parent, Ultimate Parent, Affiliate, Group Business Entity (ies) or any other Group Entity (ies) and the members of the Consortium shall meet the Technical Capacity on their own.	If the consortium formed between "Company A" and "Company B". "Company A" who is the lead member of consortium does not have prior experience of solar whereas the "Company B" has developed solar project of 50 MW project at single location by forming SPV and has equity stake of more than 60% till date. Whether the consortium be eligible to bid for the project?			No, As per the consortium case highlighted here, bidder shall not be eligible to bid for the Project(s) .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 17.1 For the purpose of ascertaining qualification towards meeting Technical Capacity criteria of the Bidder participating as a Consortium cannot claim the experience of its Parent, Ultimate Parent, Affiliate, Group Business Entity	We request to allow qualification criteria of Affiliates as well. Since Affiliates of the bidder are also not allowed to bid separately in the project, the credentials will be used only once.			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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	(ies) or any other Group Entity (ies) and the members of the Consortium shall meet the Technical Capacity on their own.				
13.	RFP 17.1 For the purpose of ascertaining qualification towards meeting Technical Capacity criteria of the Bidder participating as a Consortium cannot claim the experience of its Parent, Ultimate Parent, Affiliate, Group Business Entity (ies) or any other Group Entity (ies) and the members of the Consortium shall meet the Technical Capacity on their own.	What is the technical eligibility criterion for bidders?			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
14.	RFP 17.1.1 For all such projects for which the Bidder is claiming the Technical Capacity: Such plants should have been developed for the requirement of any Government clients, Central/ State Utilities, Public Sector Undertakings (PSU) or equivalent entity (for foreign Bidders), operating as on the date of Techno-Commercial Bid submission.	This clause shall be deleted.		Restricting the projects developed only to Govt. entities prevents the emerging companies which can offer competitive tariffs. The Technical capability of a company is equally substantiated from the projects supplying power to	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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				Private entities. Hence, the clause shall be deleted to encourage competition and discover better tariffs.	
15.	RFP 17.1.2 For the purpose of ascertaining qualification towards meeting Financial Capacity criteria of the Bidder participating as a Consortium cannot claim the experience of its Parent, Ultimate Parent, Affiliate, Group Business Entity (ies) or any other Group Entity (ies) and the members of the Consortium shall meet the Financial Capacity on their own.	There should be relaxation on claiming the financial capacity and the bidder should be allowed to meet the financial capacity criteria through the experience of parent, affiliate, group business entity, or any other group business entity (ies) and the members of the consortium. The stringent criteria would not allow the new companies to bid for the project and would throttle the competition.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
16.	RFP 17.1.2 For the purpose of ascertaining qualification towards meeting Financial Capacity criteria of the Bidder participating as a Consortium cannot claim the experience of its Parent, Ultimate Parent, Affiliate, Group Business Entity (ies) or any other Group Entity (ies) and the members of the Consortium shall meet the Financial Capacity on their own.	Further, if one member of the consortium meet the financial criteria, will the consortium be allowed to bid for 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.
17.	RFP 17.1.2 For the purpose of ascertaining qualification towards meeting Financial Capacity criteria of the Bidder participating as a	We request to allow qualification criteria of Affiliates as well. Since Affiliates of the bidder are also not allowed to bid separately in the			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as

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	Consortium cannot claim the experience of its Parent, Ultimate Parent, Affiliate, Group Business Entity (ies) or any other Group Entity (ies) and the members of the Consortium shall meet the Financial Capacity on their own.	project, the credentials will be used only once.			published from time to time.
18.	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 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.		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 two (2) crores INR or equivalent US\$ per MWAC in proportion to the cumulative		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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			capacity proposed by the Bidder.		
19.	RFP 17.1.2 For avoidance of doubt, "net worth" as per section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.		The net worth shall include Cash Convertible Debentures (CCD) and Unsecured Loans.		Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
20.	RFP 20.4 In case the last Bidder obtains a partial capacity, then the Bidder shall accept such partial capacity at the PPA Tariff quoted by the Bidder during the E-Reverse Auction process. In case the Bidder does not accept the offer, the Bid Security shall be forfeited.		In case the last Bidder obtains a partial capacity, then the Bidder shall accept such partial capacity at the PPA Tariff quoted by the Bidder during the E-Reverse Auction process provided the capacity allocated is	The bidder will not be able to utilize the economies of scale considered while bidding the tariff if the capacity is reduced to less than 50%. For example, if a bidder has quoted a capacity of 200 MW but is allocated only 10 MW, in	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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			more than 50% of the bid capacity. In case the Bidder does not accept the offer, the Bid Security shall be forfeited.	such a case the bidder will incur lesser than expected rate of returns thereby posing risks to financing the project	
21.	PPA 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 4 (Four) 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.	We request suitable provisions to be provided in the PPA for suitable extension in timelines for Financial Closure and Financing, if there is any delay in handing over of land or readiness of the internal evacuation system.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
22.	PPA 5.6 Provision for generation compensation in the event of back down by LDC shall be provided as the solar power plant have been declared as must run plants in the IEGC.	There are inconsistencies in respect of compensation for offtake constraint as it states in one place that compensation will be payable if LDC requests the Generator to back down and in other place it mentions that there is no compensation available in the event of constraints in transmission infrastructure.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
23.	PPA 5.6 Provision for generation compensation in the event of back	Please specify the quantum of generation compensation			Bidder to comply with the relevant provisions of the

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	down by LDC shall be provided as the solar power plant have been declared as must run plants in the IEGC.				RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
24.	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 process, if the Project is commissioned within 3 (three) months thereafter.	Since the Performance security of Rs. 20 lacs/MW is already being encashed in case of delay beyond Scheduled Commissioning Date and up to four months from Scheduled Commissioning date, we request you to reduce the tariff to 80% of the PPA tariff incase the project gets delayed beyond 4 months of Scheduled Commissioning Date.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
25.	PPA 15 Change in law	Our firm bid will be submitted on the date of RFP submission and we do not have the option to withdraw the bids later or revise the tariff upwards in case any Change in Law event is materialized between RFP submission date and PPA/LoA date. Therefore, we request that the date of RFP submission should be the Effective date for Change in Law clause. Also, please confirm that Anti-dumping duty or Safeguard duty shall be included in Change in Law.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
26.		To the scale Map with grid coordinates to be provided			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as

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					published from time to time.
27.		KREDL should provide contour survey report for Pavagada 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.
28.		Kindly clarify the acreage of land available per 50MW project, as there was earlier ambiguity for lower land area per 50MW.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
29.		Kindly clarify if water supply for module cleaning during operation phase shall be provided by Solar park agency. If yes, what is the quantity available per 50MW			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
30.		Will street lighting for main road be provided by Solar Park Agency.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
31.		KREDL should share if any ground level solar radiation data is available or generation data for any operational plant if it can be shared			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
32.		As per page 17 and page 18 of the RfP regarding nature of bidding entity and general conditions of eligibility, it seems that experience			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as

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		of commissioning of any solar project in the past is not an eligibility criteria. However, it contradicts with Technical capacity clause on Page 29.			published from time to time.
33.		Please clarify whether THDC India Limited can participate in the bidding process on behalf of a Solar Power Developer having requisite experience or it can't participate since THDCIL has not commissioned any Solar Power Project yet.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
34.		The due date for bid submission should be extended by 2 weeks.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
35.		RFP is not available on e-procurement portal of Karnataka. Please share the link/ source from where RFP can be downloaded. Also, is it mandatory to complete the registration process before downloading the copy of RFP?			The Bidding Document can be downloaded online only through e-procurement website of Karnataka (www.eproc.karnataka.gov.in)
36.	Section: Implementation and Support Agreement for 1200 MW SPV Project 2 Definitions, Page No: 5 k) "Metering point" shall mean the point at 220 kV side of 400/220 kV grid Sub-Station of CTU.	We understand that metering location for billing purpose will be at 400/220 kV pooling SS. Please clarify			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
37.	Implementation and Support Agreement for 1200 MW SPV Project	Please specify how cost of supply and installation of 220kV meter at			Bidder to comply with the relevant provisions of the

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	<p>8.8 Metering, Page no 18</p> <p>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.</p>	<p>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.?</p>			<p>RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.</p>
38.	<p>RFS Document</p> <p>1.4. Capacity Utilization Factor Page no 12</p> <p>1.4.1. The Solar Power Developer shall maintain the Minimum CUF and Maximum CUF as twenty six percent (26%) and fourteen percent (14%) respectively, for the Project capacity measured in AC, during the PPA Term.</p>	<p>We request you to allow the bidder to quote CUF more than 26% for higher generation. Please Clarify.</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>
39.	<p>RFS Document</p> <p>1.6. Power Transmission and Evacuation Page No 13</p> <p>KSPDCL has been constructing 220/66 kV KSPDCL substation and 220/33 kV KSPDCL substation within the Pavagada Solar Park for evacuation of power from the Projects developed by the Solar Power Developers. The Solar</p>	<p>We understand that SPD's scope is limited up to the 33kV cable laying and termination from solar plant to the 220/33kV pooling SS. And the supply and installation of 220/33kV pooling SS with power transformer and switchyard is in the scope of KSPDCL. Is it essential to have equal distribution of power at two</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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	Power Developers shall connect the Project(s) first to the Pavagada Solar Park either at 33 kV or 66 kV, as applicable, through 33 kV or 66 kV double circuit underground cables at its own cost.	outgoings of 25MW..? Please clarify.			
40.	RFS Document Annexure- IX Page No 68 Technical Parameter of PV Module and various other components for use in Grid Connected Solar Power Plants	We request you to allow 1500V DC system with 10MW inverter transformer station. Please clarify.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
41.	RFS Document 2. Power Conditioners/ Inverters, Page no 68 2. 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.
42.	RFS Document, Clause 1.2.2, Page 10 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.	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.
43.	RFS Document, Clause 1.3.1, Page no 11 The Projects shall be Commissioned within a maximum period of 8 (eight) Months ("Scheduled Commissioning Period") from the date of LOA by	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			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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	KREDL to the Successful Bidders, which is termed as the "Scheduled COD". For example, if the LOA is issued on 15 February 2018, then Scheduled COD shall be 14 October 2018, irrespective of holidays.	the line of SECI Tender.			
44.	RFS Document, Clause 1.6.1, Page 13 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.	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.
45.	As per PPA, the "Delivery Point" shall mean point or points at which power supplied into the Pavagada Solar Park.	The Delivery Point is inside the park whereas as per RfS, the delivery point is at PGCIL Sub-Station i.e. outside the park.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
46.	RFS Document, Clause 2.1 The online submission of the Proposal shall be made on or before the Bid Due Date as mentioned in the NIT as per the requirement mentioned in Clause 15.1.1 and Clause 15.1.2. The hard copy of the Bid which are required to be submitted offline, as specified in Clause 15.1.3, shall be submitted by the Bidder as per the timelines mentioned in the NIT.	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.

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47.	RFS Document, Clause 1.2.2. 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	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.
48.	RFS Document, Clause 1.3.1, The Projects shall be Commissioned within a maximum period of 8 (eight) Months ("Scheduled Commissioning Period") from the date of LOA by KREDL to the Successful Bidders	Please increase project commissioning to 13 months from PPA Effective Date. PPA effective date should mean the date on which KERC gives its concurrence to the PPA.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
49.	RFS Document, Clause 19.13 It is brought to the attention of the Bidders that the Bid event will lead to the determination of final PPA Tariff only.	Please confirm that this also means that successful bidders shall be allocated capacities as per their respective tariffs in the 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.
50.	RFS Document, Clause 20.1 In case both the Bidders have quoted for the same total capacity in MWAC, the Bidder submitting the Bid first will get preference over the Bidder submitting their Bid later than the other Bidder.	Please clarify this or otherwise, please remove this. Preference should only be made on Net-worth and not on time when the bid was submitted.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
51.	RFS Document, Clause 20.2 The maximum allowable time duration for E-Reverse Auction shall be for a period of twenty four (24) hours from the start time of E-Reverse Auction	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.

Sl. No	Clause No. & existing provisions	Clarification required	Suggested text for amendment	Rationale for the clarification/ amendment	KREDL Response
	process, which shall mark the completion of E-Reverse Auction process.				
52.	RFS Document, Clause no 20.4 The Bidders need to reduce their Quoted Tariff in terms of pre-defined decrement numbers which shall be notified to the Bidders prior to two (2) hours of beginning of E-Reverse Auction process.	Decrement value should be 1 paisa, as in all other standard solar bids.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
53.	RFS Document Clause no 20.5 Twenty four (24) Blocks of 50 MWAC each, would be awarded to the Bidders quoting the lowest PPA Tariff till the total capacity of 1,200 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.
54.	RFS Document Clause 20.5, After conclusion of the E-Reverse Auction event, the Successful Bidder(s) shall e-mail from its registered e-mail id, 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 clarify the "registered e-mail 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.			Registered e-mail id with the e-procurement website of Karnataka (www.eproc.karnataka.gov.in) for participating in this bid. Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
55.	RFS Document. Clause 1.8, Local area	Please clarify the exact charges			Bidder to comply with the

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	<p>development fund – one percent (1%) of the total investment made for setting up solar power project in the Pavagada Solar Park 5,00,000 INR (Indian Rupees Five Lakh only) per MWAC in five (5) equal installments @ 1,00,000 INR (Indian Rupees One Lakh only) per MWAC per year after Project COD for five (5) years, assuming the project cost as 5,00,00,000 INR (India Rupees Five Crore only) per MWAC in accordance with MNRE guidelines</p>	<p>payable. Local area development fund is 1% of total investment made. Please remove the payment of INR 5 Lakhs/MW</p>			<p>relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.</p>
56.	<p>RFS Document, Clause 1.3.1, The Successful Bidders shall be required to sign PPAs with the ESCOMs of Karnataka which shall form the part of the Project Agreements, based on the allocation of Projects to various ESCOMs.</p>	<p>Please mention the capacity allotted to each ESCOM. Also, please confirm the method of allocation of ESCOM to each successful developer. Please confirm the Discoms with which the PPAs shall be signed.</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>
57.	<p>RFS Document, Clause 1.3.3, 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. First, the ESCOM shall encash and invoke the Performance Security in the following manner: Delay up to one (1) Month Twenty percent (20%) of the Performance Security Delay of more than one (1) Month and up to two (2)</p>	<p>Encasment of PBG's is to be done on the basis of capacity in MW uncommissioned per day of delay.</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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	Months Forty percent (40%) of the Performance Security Delay of more than two (2) Months and up to three (3) Months Forty percent (40%) of the Performance Security				
58.	RFS Document, Clause 1.8 (3), 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.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
59.	RFS Document, 1.8 (5) Non-refundable facilitation fee for KSPDCL	As per MNRE guidelines for establishment of solar parks, all costs for the solar park are to be recovered through the one time solar park charges. The payment of facilitation fee is not envisaged. Hence, please remove 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.
60.	RFS Document, 3.2.5 (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.
61.	RFS Document, 20.2 After evaluation of Techno-Commercial Bids and Price Bids, date and time of	Please give intimation of the date and time of the e-reverse auction 7 days prior.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA

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	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				and the Addendum as published from time to time.
62.	RFS Document, 20.4 The Bidders need to reduce their Quoted Tariff in terms of pre-defined decrement numbers which shall be notified to the Bidders prior to two (2) hours of beginning of E-Reverse Auction process.	Please confirm the minimum price decrement before 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.
63.	RFS Document, Appendix 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.
64.	PPA Document, Clause 15.5.1 "Change in Law" means the occurrence of any of the following events after the Effective Date resulting into any additional recurring/ non-recurring expenditure by the Solar Power Developer or any income to the Solar	Please amend the Change in Law to means the occurrence of any of the following events after the Bid Submission Date resulting into any additional recurring/ non-recurring expenditure by the Solar Power Developer or any income to the Solar Power Developer.			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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	Power Developer:	Please confirm if antidumping and safeguard duty is imposed or in case the custom duty is payable on solar modules, then please confirm from these events there shall be appropriate passthrough to the solar developers.			
65.	PPA Document, Clause 3.1 This Agreement shall come into effect from the date of signing of PPA and such date shall be referred to as the Effective Date.	Effective date shall mean the date on which KERC gives its concurrence to the PPA. Please share written confirmation from KERC for amending the definition of Effectie Date.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
66.	PPA Document, Clause 3.2, This Agreement shall subject to Clauses 3.2, 3.3 and 3.4 be valid for a term of twenty five (25) years commencing from the Effective Date and ending on the Expiry Date	Validity should be for 25 years from the Commercial Operation Date 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.
67.	PPA Document, 4.1, Clause 4 (the "Conditions Precedent") by the Solar Power Developer within 4 (Four) months from the Effective Date	Please increase timeline for satisfaction of conditions precedent to 8 months from Effective Date			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
68.	PPA Document, 4.2 c c) made adequate arrangements to connect the Power Project switchyard with the Interconnection Facilities at the Delivery Point of the Pavagada Solar Park;	This is in the scope of the SPIA and should be removed from the conditions precedent			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
69.	PPA Document, 4.2 d, obtained power evacuation approval from Karnataka Power Transmission Company Limited ("KPTCL")/ ESCOM/ KSPDCL, as the	This is in the scope of the SPIA and should be removed from the conditions precedent			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as

Sl. No	Clause No. & existing provisions	Clarification required	Suggested text for amendment	Rationale for the clarification/ amendment	KREDL Response
	case may be				published from time to time.
70.	PPA Document, clause 5.1.1 d, connect the Power Project switchyard with the Interconnection Facilities at the Delivery Point.	This is in the scope of the SPIA and should be removed from the conditions precedent			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
71.	PPA Document, Clause 5.6,This compensation shall be applied to the amount of shortfall in generation during the Contract Period.	Please confirm if generation shortfall will be measured on annual basis.			Yes, Generation shortfall will be measured for each Contract Year separately. Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
72.	PPA Document, Clause 5.6, Purchase of any excess energy, beyond the energy generated corresponding to a maximum CUF of 26% for solar PV (new projects), shall be charged at a rate equivalent to 75% of PPA tariff or 75% of the applicable APPC charges (as published by KERC), whichever is less, provided first right of refusal will vest with the ESCOMs.	Please confirm is SPD is allowed to sell excess energy to third parties if ESCOM refuses to buy excess energy.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
73.	PPA Document, Clause 5.6, No compensation shall be provided towards any offtake constraints due to transmission infrastructure or grid unavailability.	Since transmission infrastructure lies in the scope of the SPIA, any offtake constraints should be compensated for.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
74.	PPA Document, Clause 5.7.1,	ESCOMS should be vested with the authority for grant of extension			Bidder to comply with the relevant provisions of the

Sl. No	Clause No. & existing provisions	Clarification required	Suggested text for amendment	Rationale for the clarification/ amendment	KREDL Response
	<p>.....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.</p>	<p>of time due to Force Majeure Events.</p>			<p>RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.</p>
75.	<p>PPA Document, clause 5.7.4, In the event that the Developer is prevented from achieving the progress in fulfilling the Condition Precedent or commissioning the Project for the reasons specified in the Article 5.7.1 (a), (b), (c) and if such events continue even after a maximum period of 4 (four) months, any of the Parties may terminate the agreement as per the provisions of Article 16</p>	<p>Cap of 4 months on extension for COD to be removed. It is to be decided by KERC alone.</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>
76.	<p>PPA Document, 5.8.1, If the Solar Power Developer is unable to commence supply of power to ESCOM by the Scheduled Commissioning Date other than for the reasons specified in Clause 5.7.1, the Solar Power Developer shall pay to ESCOM, Liquidated Damages for the delay in such commencement of supply of power and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per the following: a. For the delay up to one month an amount equivalent to 20% of the</p>	<p>Encashment of performance security should be as per capacity in MW uncommissioned per day of delay.</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>

Sl. No	Clause No. & existing provisions	Clarification required	Suggested text for amendment	Rationale for the clarification/ amendment	KREDL Response
	<p>Performance Security.</p> <p>b. For the delay of more than one (1) month and upto two months an amount equivalent to 40% of the total Performance Security.</p> <p>c. For the delay of more than two and upto four months an amount equivalent to 40% of the Performance Security.</p>				
77.	<p>PPA Document, Clause 8.5</p> <p>The Solar Power Developer shall commission the Project within 8 (eight) months from the Effective Date as per PPA.</p>	<p>Allow 13 months for project commissioning. RFS mentions 8 months from LOA issue date. Please clarify.</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>
78.	<p>PPA Document, 12.2.</p> <p>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 3 (three) months thereafter</p>	<p>Please remove this clause. SPD should only be liable to pay LD as stipulated in the PPA for delay in commissioning. Any change in tariff affects project viability.</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>
79.	<p>PPA Document, Clause 12.2,</p> <p>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</p>	<p>Change in tariff should be implemented only after 3 months of delay in project commissioning.</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>

Sl. No	Clause No. & existing provisions	Clarification required	Suggested text for amendment	Rationale for the clarification/ amendment	KREDL Response
	at the closure of e-reverse auction proces, if the Project is commissioned within 3 (three) months thereafter				
80.	<p>PPA Document, Clause 13.3.2</p> <p>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 before the dispatch of the first monthly bill.</p>	Please allow to open a bank account 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.
81.	<p>ISA Document 6.7 (b)</p> <p>As per the notification no. L-1/(3)/2009-CERC dated 15th May, 2015 of Central Electricity Regulatory Commission (CERC), Solar Power Park Developer (SPPD) has been included as an Applicant for Connectivity and Long Term Access in Inter-State Transmission System (ISTS). KSPDCL in terms of said CERC Regulations had made application to POWERGRID on behalf of prospective SPDs seeking grant of permission for LTA and Grid connectivity. Henceforth, all obligations/responsibilities/liabilities/charges etc arising out of said Regulations/ application shall stand vested with SPD and SPD shall pay all such charges</p>	Since the SPDs shall pay for all Solar Park charges and permissions, please edit this Clause as " Henceforth, all obligations/ responsibilities/ liabilities/ charges etc arising out of said Regulations/ application shall stand vested with SPPD and SPPD shall pay all such charges etc., to appropriate authorities directly."			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.

Sl. No	Clause No. & existing provisions	Clarification required	Suggested text for amendment	Rationale for the clarification/ amendment	KREDL Response
	etc., to appropriate authorities directly.				
82.	ISA Document, Clause 5.1, This Implementation and Support Agreement shall come into effect from the date of its execution by both the Parties.	ISA should come into effect on the same date as PPA Effective Date. PPA Effective Date should be the date on which KERC gives its concurrence to the PPA.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
83.	ISA Document Clause 6.4, SPD shall have to pay non refundable facilitation fee of Rs. 1,00,000/- (Rs. One Lakh only) per MW + applicable service tax etc to SPPD on or before entering into this agreement. KSPDCL shall in-turn remit this facilitation fee to KREDL, State Nodal Agency	Please remove facilitation fee as it is not envisaged in MNRE guidelines for development of solar parks. Only one time solar park charges, land lease, O&M charges and LAD charges to be paid.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
84.	ISA Document, Clause 6.5, The Lessee shall pay compensation as determined by the Appropriate Authorities to Lessor towards Horticultural trees/agricultural crops/yeilding bore-wells/ drip irrigation/ sprinklers building etc.	Separate charges for horticultural trees, agricultural crops, drip irrigation, bore wells etc to be worked out by Appropriate Authorities. SPD's need not pay these charges in the event that the allotted block is devoid of any such features.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
85.	ISA Document, Clause 6.6.2, The Solar Power Project shall be commissioned within 13 months from the date of signing of PPA by SPD. In case of failure to achieve this milestone and failure by SPD to reinstate/renew LC amount not later than 30 days from its drawl/expiry, KSPDCL shall encash the Performance Bank Guarantee on per day basis and proportionate to the Capacity not commissioned with 100% encashment for 5 months delay.	Please allow 13 months for commissioning plus 5 months additional time in the PPA as well.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.

Sl. No	Clause No. & existing provisions	Clarification required	Suggested text for amendment	Rationale for the clarification/ amendment	KREDL Response
86.	ISA Document, Clause 6.6.2, In case of further delay and the project is not commissioned within 25 months from the date of signing of PPA, KSPDCL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to terminate this Agreement and also the Land Sub Lease Agreement in accordance with the provisions of Article 12.2 & 12.3 of this agreement	1) In case of further delay and the project is not commissioned within 25 months from the date of signing of PPA, KSPDCL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to terminate this Agreement and also the Land Sub Lease Agreement in accordance with the provisions of Article 12.2 & 12.3 of this agreement, unless the delay in commissioning is due to reasons attributable to the SPIA 2) The PPA envisages grant of extension by KERC for delay in commissioning. Termination of the ISA and LSLA cannot be done unless KERC has formally denied extension and hence, SPD has delayed the commissioning 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.
87.	ISA Document, Clause 6.7 d, As soon as first project in the Solar Power Park gets commissioned, transmission charges to Powergrid will start getting paid from corpus of fund created by the SPPD, out of the collection from the Solar Power Developers, for the entire capacity of line. If the line gets ready as per schedule and no project is commissioned, SPPD will have to pay charges as per applicable rules out of the Corpus Fund. However, such transmission charges shall have to be reimbursed by SPD to SPPD	Transmission charges would NOT be paid by the SPD only if the line is ready as per schedule and no project is commissioned, due to delays attributable to the SPPD/ESCOM			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
88.	ISA Document, Clause 8.1.3 b, The	Please give provision of 3 months			Bidder to comply with the

Sl. No	Clause No. & existing provisions	Clarification required	Suggested text for amendment	Rationale for the clarification/ amendment	KREDL Response
	SPD shall not interfere or cause damage to the properties of KSPDCL whether located outside or inside the Demised Premises, including but not limited to water supply lines, drainage lines, water meters, street lights and such other properties. In case the SPD is found to have caused damage to the properties of KSPDCL, in addition to entitling KSPDCL to terminate the Agreement hereby granted, KSPDCL shall be entitled to recover the damages with penalty as may be decided by KSPDCL and such amount shall be recoverable as arrears of land revenue.	time for the SPD to rectify such damage to KSPDCL property, following which KSPDCL may choose to terminate the agreement.			relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
89.	ISA Document, Clause 8.8, A 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 from time to time, shall be Procured and installed by SPD in each 11/66 kV or 11/33kV station and on incoming feeder at 66KV side of 66/220kV Pooling Station or 33kV side of 33/220kV pooling station (providing meter at 66kV side or 33kV side of 66/220kV or 33/220kV forms part of upfront charges payable by SPDs) based on specifications & make provided by KSPDCL.	Please clarify the necessity of meters on each 11/66 or 11/33 KV station. The meters provided by KPSDCL on 33 KV or 66 KV side of 33/220 KV or 66/220 KV side should suffice for calculating the line losses up to the 400/220 KV PGCIL substation.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
90.	ISA Document, Clause 8.1, Local area development charges	Please specify when the local area development charges will have to be paid			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as

Sl. No	Clause No. & existing provisions	Clarification required	Suggested text for amendment	Rationale for the clarification/ amendment	KREDL Response
					published from time to time.
91.	ISA Document, Clause 8.10, A Committee, headed by the District Collector, Tumkur will be constituted with the CEO of SPIA/SPPD as Member Secretary.	Please include SPD representative as part of the committee			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
92.	ISA Document, Clause 8.11, The SPD shall offer suitable employment in the solar power project by giving first priority to family members who have lost their land during acquisition of the land for the Solar Park depending upon their qualifications and experience and next preference shall be given to local unemployed youth in those village panchayats and then to other village panchayats which comes under local area.	Since land is being leased to KSPDCL, none of the landlords have lost their land. Hence, preference for employment may be given to unemployed persons in the villages.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
93.	LSA Agreement, Clause 2, This Land Sub Lease Agreement shall be for useful life of the plant i.e. 25 years from the date of commercial operation	Please clarify if lease period is 25 years or 28 years. Prefer lease period being of same tenure as PPA & ISA (25 years).			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
94.	LSA Agreement, Clause 4.2, Annual lease rent as specified in Schedule "2" for the first financial year shall be payable by Lessee to Lessor from the date of Principal Lease Agreement on or before signing of this agreement.	Annual lease for first financial year should be payable on pro rate basis from the date of signing of land sub lease agreement up to 31st March of succeeding year			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
95.	LSA Agreement, Clause 7.12,	KSPDCL should not have any			Bidder to comply with the

Sl. No	Clause No. & existing provisions	Clarification required	Suggested text for amendment	Rationale for the clarification/ amendment	KREDL Response
	The Lessee may uproot, cut down or destroy such trees, plants, groves, or bushes which, in the opinion of the Lessor, is necessary to uproot, cut down or destroy to make the land fit for the purpose of erection of Solar power project and infrastructure development such as road for same and may take them free of charges and dispose them in any manner he likes without affecting the performance of other SPDs	objection for removal of trees, bushes, grooves etc. as lessee would need to clear land as per his layout and design.			relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
96.	LSA Agreement, Clause 7.12, The Lessee shall pay compensation as determined by the Appropriate Authorities to Lessor if Horticultural trees/agricultural	Please work out separate charges for horticultural trees, crops, bore wells etc. SPD would need to pay the compensation based on the actual number of such features on his allotted land parcel only. Please share these charges before 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.
97.	Must Run Status for Solar PV Project	ESCOMs / KREDL should arrange to get the Must Run Status granted to Solar PV Projects from concerned state agency of Uttar Pradesh. In the event of non-availability of must run status, it may so happen that during peak generation or Low Demand, DISCOM/TRANSCO may ask SPD to shut down the plant, which will impact viability of Solar PV Project			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
98.	Financial Closure	Please clarify: Financial Closure can be achieved through internal resources (Parent company)?			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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99.	Bid Submission Extension	India's Director General of Safeguards (DGS) has proposed a provisional duty of 70% for a period of 200 days on solar cells and modules. Proposed tariff shall increase due to this duty, in view of that request you to extend bid submission date until more clarity comes on this.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
100	1.31. of RFP Commissioning	Request KREDL to consider 12 (Twelve) month timeline for commissioning of project in line with SECI/MNRE guideline. 8 months to commission the project is unrealistic and unpractical as activity such as land possession, debt funding requires longer period.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
101	3.1.of PPAEffective Date Refer Addendum issued on 6 th Feb'18	Request KREDL to consider effective date is the date 30th day from issuance of Letter of Award to the selected developer or signing of PPA in line with SECI/MNRE guideline			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
102	Definition of PPA Term from Addendum-1, dated 06 Feb 2018	Request KREDL to consider twenty-five (25) years from the Scheduled Commissioning Date in line with MNRE/SECI guideline			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
103	PPA - Article 15 - Change in Law	Request KREDL to consider events under "Change in Law "after the last date of bid submission instead of after the Effective Date as there will significant days undergone from			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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		bid submission and Effective date in the process.			
104		We request you to extend the last date of submission of bid till 28th February 2018 for reasons attributable to ongoing uncertainty on anti-dumping duty (ADD) and to allot sufficient time for preparation of bid.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
105	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.
106	RFP 1.3 The Projects shall be Commissioned within a maximum period of 8 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			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
107	RFP 1.3.1 The Projects shall be Commissioned within a maximum period of 8 (eight) 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 Scheduled COD shall be 14 October 2018, irrespective of holidays.	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 up to 13 months on the line of SECI Tender.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
108	RFP 1.6.1 The power will be finally evacuated at Pavagada Solar Park	Request you to clarify if Connectivity and LTOA will have to			Bidder to comply with the relevant provisions of the

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	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.	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?			RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
109	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 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.	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 to time.
110	RFP Technical Requirements (Appendix-IX) 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.
111	PPA 21.1 & addendum-1, point no. 35 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.
112	PPA 4.1 Save and except as expressly provided in Articles 14 or unless the context otherwise requires, the	Request you to extend Financial Closure timelines in line with Standard bidding guidelines i.e. 7			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA

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	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 4 (Four) 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.	months from effective PPA signing date			and the Addendum as published from time to time.
113	ISA Definition (k) "Metering point" shall mean the point at 220 kV side of 400/220 kV grid Sub-Station of CTU.	We request 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 Addendum as published from time to time.
114	ISA 8.8 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.
115	RFP 1.3.1 The Projects shall be Commissioned within a maximum period of 8 (eight) 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		The Projects shall be Commissioned within a maximum period of 12 (eight)	As per the recent National Solar Mission bidding documents the maximum	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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	LOA is issued on 15 February 2018, then Scheduled COD shall be 14 October 2018, irrespective of holidays.		Months ("Scheduled Commissioning Period") from the date of LOA by KREDL to the Successful Bidders, which is termed as the "Scheduled COD".	commissioning period is 12 Months from LoA issuance date, please keep the commissioning period in line with the NSM guidelines.	
116	RFP 17.1.1 The Bidder as Developer should have developed solar PV based grid connected power plant(s) of cumulative installed capacity not less than 20 MWAC per 50 MWAC Block, out of which at least one (1) plant at a "single block in single location" or "single/multiple blocks within a solar park only" should have installed capacity of at least 10 MW (AC).		This clause shall be deleted	This clause shall prevent new prospective developers for bidding entire capacity as well as restrict many existing developers for bidding the entire capacity and this shall devoid the Govt. from receiving the competitive bid.	Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
117	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		The Bidder shall have a minimum net worth equivalent of	As per the recent National Solar Mission bidding	Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to

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	30 June 2016, as applicable, for foreign Bidders only) should not be less than one hundred percent (100%) of the 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.		INR 1.2 crore (Indian Rupees Two crore) or equivalent US\$ per MW (AC) in proportion to the cumulative capacity proposed (the "Financial Capacity") as on March 31, 2017.	documents the net worth is equivalent of INR 1.07 crore/MW. Moreover the reduced net worth shall encourage small developers to participate in the bidding process and thus it shall help the Govt to receive more competitive bid	time.
118	RFP 20.2 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	Please clarify which bid is to be submitted at least two (2) hours before the start of E-Reverse Auction process.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
119	PPA 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 4		Save and except as expressly provided in Articles 14 or unless the context otherwise requires, the	As per the recent National Solar Mission bidding documents the Conditions precedent is 7 Months from	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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	(Four) 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.		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 7 (Four) 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	LoA issuance date, please keep the conditions precedent period in line with the NSM guidelines.	

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			ESCOM		
120	ISA 8.8 A 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 from time to time, shall be Procured and installed by SPD in each 11/66 kV or 11/33kV station and on incoming feeder at 66KV side of 66/220kV Pooling Station or 33kV side of 33/220kV pooling station (providing meter at 66kV side or 33kV side of 66/220kV or 33/220kV forms part of upfront charges payable by SPDs) based on specifications & make provided by KSPDCL.	<p>Please provide the approved manufacturer list of Main and Check Meters and also Standby Meter.</p> <p>Please confirm whether the 11/33KV termination is required for 50MW plant since the current for 50MW AC can be evacuated at 33KV as well. We are planning to install inverter duty transformer of rated capacity of .500V/ 33KV, so we shall not require 11/33KV termination point.</p>			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
121	For CUF calculation, at which point energy will be accounted, whether at plant end or at pooling SS or at 220/400KV GSS.				Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
122	Please provide the latest auto cad drawing of the solar park as per drawing no. of KSPDCL/ 2016/ SPLP-03				Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
123	Please confirm the common SCADA & Main Control Room for block of 100MW or 150MW can be considered with individual metering				Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
124	Please confirm whether the peripheral lighting can be installed for any three				Bidder to comply with the relevant provisions of the

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	sides for the plot				RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
125	Please extend the tender submission date by three weeks.				Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
126	Please clarify who shall construct the outer precast boundary wall in 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.
127	Please clarify who shall construct the patrolling periphery road in the solar park and who shall construct street light in periphery road				Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
128	As per the KSPDCL officials, evacuation can be done at double circuit i.e. 25 MW in one circuit and another 25MW in another circuit, then in this case whether the separate meter will be installed for energy accounting.				Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
129	Volume-I Bid Information Sheet Due date for online submission of "Techno-Commercial Bid" and "Price Bid" as per RFP – 19.02.2018		Due date for online submission of "Techno-Commercial Bid" and "Price Bid" as per RFP –	Considering the ambiguity in GST rates applicable for the Solar projects and the threat of imposition of	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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			19.03.2018	Safeguard Duty the bid submission date may be postponed by 30 days to get more clarity on the above issues.	
130	Volume-I Clause-1.3.1 Commissioning The Projects shall be Commissioned within a maximum period of 8 (eight) Months.		The Projects shall be Commissioned within a maximum period of 15 (Fifteen) Months for total capacity more than 50MW (AC) by a single developer.	Considering the above GST and the threat of imposition of Safeguard Duty finalisation of suppliers will take more time. Hence commissioning period may be considered 15 (Fifteen) Months for total capacity more than 50MW (AC) by a single developer.	Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
131	Volume-I Clause-17.1.1 Technical Capacity The Bidder as Developer should have developed solar PV based grid connected power plant(s) of cumulative		"The Bidder as Developer should should have installed capacity of at	Considering modular nature of installation of grid connected	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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	<p>installed capacity not less than 20 MWAC per 50 MWAC Block, out of which at least one (1) plant at a "single block in single location" or "single/multiple blocks within a solar park only" should have installed capacity of at least 10 MW (AC).</p>		<p>least 10 MW (AC)."</p>	<p>Solar power project, bidder who has installed 100MW (AC) in a single location with grid connectivity at 110KV or above level and executing such projects at various location can have capability to execute the entire capacity of 1200MW (AC) Solar power project provided the bidder should have Financial capability.</p>	
132	<p>Volume-I Clause 7 Bid Security</p> <p>7.1. The Bidder shall furnish as part of its Techno-Commercial Bid, a Bid Security ("Bid Security"). The Bid Security shall be for an amount of 10,00,000 INR (Indian Rupee Ten Lakhs only) per MWAC per Project for a Bidder. Separate Bid Security shall be submitted for separate Project(s).</p>		<p>The Bid Security shall be for an amount of 50,000 INR (Indian Rupee Fifty Thousand only) per MWAC per</p>	<p>In the resent TANGEDCO's tender for purchase of power from 1500 MW solar power project in Tamil Nadu, Rs.50,000 per</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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			Project for a Bidder. Separate Bid Security shall be submitted for separate Project(s).	MW was fixed as EMD.	
133	Power Purchase Agreement: Clause 13.6 Payment Security Mechanism: Letter of Credit (LOC)		In addition to Revolving Letter of Credit, "Payment Security Fund" and "State Government Guarantee" are ensured.	As per MoP guideline (No.23/27/2017-R&R Dated 03.08.2017) "Three tire Payment Security Arrangement", such as 1. Revolving Letter of Credit 2. Payment Security Fund and 3. State Government Guarantee has to be incorporated.	Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.
134	Volume-I Clause 1.8 Pavagada Solar Park charges S.No:6 Towards yielding bore wells, drip, trees etc.: shall be payable by Solar Power Developer on actual basis in proportion to allocated capacity upon intimation by KSPDCL	The actual amount per MW is required for tariff calculation.			Bidder to comply with the relevant provisions of the RFP, draft PPA, LSA, ISA and the Addendum as published from time to time.