

Addendum – 2

Date: 16.11.2018

Minutes of Pre-bid meeting dated 22.10.2018 held at GETRI, Vadodara in the tender invited by GUVNL for 700 MW Raghnesda Solar Park through RFS dated 28.09.2018 (Phase III)

Table A - GUVNL's Clarifications to queries raised by Prospective Bidders

Sr. No.	Clause No.	Clause	Query / Clarification	Rationale given by Bidder	GUVNL's Response to Query
<u>RFS</u>					
1	Clause 1.1 – Definition of “Delivered Energy” in RFS	“Delivered Energy” means the kilowatt hours of Electricity actually fed and measured by the energy meters at the Delivery Point and as certified by Gujarat SLDC. In case of net import of energy during a month, the successful bidder shall be required to make payment to GUVNL at the rate of HT Temporary Tariff as determined by GERC from time to time. In case of net export of energy during a month the Successful Bidder shall be eligible for the receiving agreed tariff from GUVNL for such net delivered energy.		If the deviations are to be settled under DSM regulations, applicability of HT Temporary Tariff in case of net import of energy by SPD may amount to double accounting. Clarification sought in this regard.	Clarification:- For scheduling & forecasting, etc. Gujarat Grid Code and GERC Regulations on Forecasting, Scheduling and Deviation Settlement shall be applicable as it is an Intra State Transaction under control area of Gujarat SLDC. Since the net import of energy is not settled as deviation under GERC Regulations, there is no question of double charging. No change required.
2	Clause 1.1 – Definition of “Financial Closure” in		Clarification sought whether Financial Closure can be achieved through internal resources (Parent /		Clarification:- Financial Closure may be achieved through internal accruals or through financing / loans from external

	RFS		Affiliates of bidding company)?		Financing Agencies. However, in case the Bidding Co wants to use equity / internal resources of their Parent Co. or Affiliate then the same shall have to be transferred to the Bidding Co. towards compliance of Financial Closure requirements.
3	Clause 3.2.2 (iii) of RFS	Each bidder will be allowed to bid for full capacity of plot only. Thus, bidders can place their bid by quoting one of the following five capacity combinations (i) 200 - Bid for 1 plot of 200 (ii) 250 - Bid for 1 plot of 250 (iii) 450 - Bid for 1 plot 250 & 1 plot of 200 (iv) 500 - Bid for 2 plots of 250 MW (v) 700 - Bid for all 3 plots	As per RfS, the selection of Grid-connected Solar PV Projects for total capacity of 700 MW (in configuration of two plots of 250 MW capacity and 1 plot of 200 MW) will be carried out through e-Reverse Auction process. Bidding for specific block must be allowed	Bidding for specific block must be allowed: Since, scope of civil works, 33 kV line length and layout of each of the plot varies to large degrees and so is the project cost. Thus, solar tariff for each block shall be different. Separate bidding and RA for each block will bring the best out of each of the blocks.	There will be consolidated bidding for entire 700 MW capacity in order to enable bidders to avail the benefits of economies of scale by placing single bid for multiple plots. The minimum bid capacity shall be 250 MW and Clause 3.2.2 & 4.3.3 (vi) of the RFS shall be revised accordingly.
4	Clause 3.4.4 (v) of RFS	Qualification Requirement Pursuant to evaluation of Net Worth Criteria as part of technical bid, if it is found by GUVNL that the Bidder is eligible for lesser quantum than the quantum for which bid has been submitted, then the Bidder shall be qualified for such lesser quantum, provided that such quantum is not less than minimum bid capacity i.e. 25 MW.	The bid documents mention that minimum capacity allocation would be 200 MW based on plot size. Clarification sought whether the capacity of size 25 MW be allotted under the provisions of this clause?		Inadvertent Error to be rectified by incorporating amendment to the said Clause as under:- “Pursuant to evaluation of Net Worth Criteria as part of technical bid, if it is found by GUVNL that the Bidder is eligible for lesser quantum than the quantum for which bid has been submitted, then the Bidder shall be qualified for such lesser quantum, provided that such quantum is not less than minimum bid capacity of 250 MW ”

5	Clause 3.5.7 – Connectivity with the grid	The Successful Bidder shall comply with the GERC / CERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable.	Clarification sought whether CERC or GERC Regulations for Forecasting Scheduling and DSM regulations would be applicable		<p>Clarification:- The Successful Bidder shall have to comply with CERC IEGC regulations and CERC Regulations for Connectivity & LTA in ISTS & related matters</p> <p>Further, for scheduling, etc. Gujarat Grid Code and GERC Regulations on Forecasting, Scheduling and Deviation Settlement shall be applicable.</p>
6	Clause 3.9.3 - Power Generation by Successful Bidder	“The Successful Bidder will declare the annual CUF of his Project at the time of submission of response to RfS, which shall be allowed to be modified upto scheduled deadline for Financial Closure.”	It is requested that CUF change should be allowed until CoD + 1 year	<p>Only after completion of the project and its operation for some time, final CUF numbers can be reasonably estimated.</p> <p>All NTPC or Discom bids, provide for revision of the CUF until CoD+1 year. Even all the EPC tenders of PSUs provide for Performance Test period of 1 year post commissioning of the plant, which repeats the fact that reasonable expectation of CUF can only be made once the plant is commissioned and run for some time.</p> <p>The current provision may lead to a scenario where the plant either get penalized for breaching the lower thresholds or not paid for generating more power than</p>	<p>Suggestion to modify part of said clause is agreeable to GUVNL. Necessary amendment to be incorporated as under</p> <p>“The Successful Bidder will declare the annual CUF of his Project at the time of submission of response to RfS, which shall be allowed to be modified <u>until 1 year from Commercial Operation Date of the project</u>”</p>

				higher threshold, due to estimation uncertainties.	
7	Format 6.1 of RFS, Cl. No. 9	We hereby undertake that in the event of our project is selected, we shall be solely responsible for signing ISA and LA within the period of 12 months from the date of execution of PPA as required by SPPD. In the event of delay in commissioning, the provisions of Section 3.7 & 3.11 of the RfS / relevant Articles of PPA shall be applied. Further, the project shall not be considered as commissioned unless the connectivity with CTU grid is established, ISA and LA with GPCL have been signed and GEDA issues certificate of commissioning.	<p>Clarification sought regarding payment of charges as per ISA & LA (specifically land lease charges) whether to be paid just before signing of ISA & LA as demanded by GPCL / GUVNL (ISA and LA will be signed within 12 months from signing PPA)</p> <p>Clarification regarding details of schedule of land lease charges to be paid by Developer.</p> <p>Suggestion to modify part of said clause as suggested below:</p> <p><i>“Further, the project shall not be considered as commissioned unless the connectivity with CTU grid is established limited to SPD scope of work, ISA and LA with GPCL have been signed and GEDA issues certificate of commissioning.”</i></p>	<p>Schedule of land lease charges is beneficial for phasing the outflow of land lease charges. This is being provided by other Solar Park Developers as well e.g. Karnataka</p> <p>Since connectivity involves construction of 220 kV Transmission Line from Internal Pooling Station to 400/220 kV Khimanwaa SS, the undertaking should be limited to SPD scope of work as mentioned in RFS/PPA/ISA/LA.</p>	<p>Schedule of Payment of land lease charges shall be incorporated by GPCL in Lease Agreement.</p> <p>Suggestion to modify part of said clause is agreeable to GUVNL. Necessary amendment to be incorporated in Format 6.1 Cl No. 9</p> <p><i>“Further, the project shall not be considered as commissioned unless the connectivity with CTU grid is established limited to SPD scope of work, ISA and LA with GPCL have been signed and GEDA issues certificate of commissioning.”</i></p>
8	Section 3.4.1 of RFS – Qualification	As bidder have to sign PPA with period of 30 days from the date of award of LOA.			A bidder can execute the project by signing PPA through its 100% SPV existing as on date of submission of

	Requirement	Sometime process become lengthy and cumbersome and incorporating new SPV become difficult and due to that request you to allow signing of PPA with existing SPV of the bidder.			response to RFS or through a newly incorporated SPV (100%). The restrictions regarding shareholding pattern mentioned in RFS shall apply in all such cases.
	Document Processing Fee	Document processing fees should be refunded by GUVNL in case of cancellation / withdrawal of invitation for bids.			Document Processing fees are for carrying out bidding process. No change required.
	Definition of CERC		Definition of CERC needs to be modified to “Central Electricity Regulatory Commission” instead of “Central Electricity Regulatory Authority”		Necessary amendment shall be issued in RFS.
	Section 1 of RFS – Introduction	Projects under construction, projects which are not yet commissioned and projects already commissioned but do not have any long-term PPA with any agency and selling power on short-term or merchant plant basis will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes and do not have any obligations towards existing buyers.	This clause is irrelevant to this tender as it’s a park specific bid.		Necessary amendment shall be issued in RFS.
	PPA				
9	Recitals of PPA	“AND, WHEREAS, GUVNL shall be filing a petition under	Whether the obligations under the PPA would come		Clarification:- Article 10.1 clearly provides that the

		section 63 of The Electricity Act, 2003 before the Honorable Gujarat Electricity Regulatory Commission of tariff discovered through the Competitive Bidding Process (followed by Reverse Auction) conducted by GUVNL through RfS no. GUVNL / 700 MW / solar (Phase III) dated 28.09.2018 & Addendums thereto, if any. Therefore, this Power Purchase Agreement shall be subject to the adoption of tariff by the Honorable Commission."	in force from "Effective Date" of the PPA or from the date of adoption of tariff by GERC ? Suggestion to provide "Go Ahead" communication to SPD after adoption of obligations / timelines under PPA should come in force.		Agreement shall become effective from the date of execution thereof between the Parties. No change required.
10	Article 3.2 of PPA	Article 3.2 (i) Obligations of GUVNL – "GUVNL shall grant must status to the project subject however to the considerations as stated under clauses 3.4, 3.5 and 3.6 of the PPA."	The Appropriate commission (GERC in this case) has the prerogative to decide about must run status and merit order. The clause needs suitable amendment.		Clarification:- MoP's Guidelines dated 03.08.2017 provides that Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of "must-run" to Solar Power Projects. No change required
11	Article 3.3 & Article 4.1.9 of PPA		Liquidated Damages for delay in commissioning and Clause 4.1.9 Penalty for Delay in commissioning - Both clauses have same provisions. Either of the two may be removed.		Clause has been reproduced for clarification. No change required
12	Article 4.1.9 (b) of PPA	Penalty for Delay in Commissioning (b) -	The maximum time period allowed for commission of		Article 4.1.9 (b) – "Penalty for Delay in Commissioning" to be modified and

		<p>“In case the commissioning of the project is delayed beyond Six (6) months from SCOD, the tariff discovered after e-Reverse Auction shall be reduced at the rate of 0.50 paise / kWh per day of delay for the delay in such remaining capacity which is not commissioned for the entire term of the PPA. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and reduction in the fixed tariff shall be limited to 27 months from the date of execution of PPA or till the Tariff becomes zero, whichever is earlier.”</p>	<p>the full project capacity with encashment of reduction in the fixed tariff should be limited to 30 months from the date of execution of PPA or till the Tariff becomes zero, whichever is earlier.</p>		<p>replaced in line with Article 3.3 b) as under:- <i>(b) In case the commissioning of the project is delayed beyond Six (6) months from SCOD, the tariff discovered after e-Reverse Auction shall be reduced at the rate of 0.50 paise / kWh per day of delay for the delay in such remaining capacity which is not commissioned for the entire term of the PPA. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and reduction in the fixed tariff shall be limited to 30 months from the date of execution of PPA or till the Tariff becomes zero, whichever is earlier</i></p>
13	Article 4.3 of PPA - Dispatch and Scheduling	<p>“The Power Producer shall be required to schedule its power as per the applicable Regulations / Requirements / Guidelines of CERC / GERC / SLDC / RLDC and maintain compliance to the Grid Code requirements and directions, as specified by SLDC / RLDC from time to time. Any deviation from the schedule will attract the provisions of applicable Regulation / Guidelines / Directions and any financial implication on</p>	<p>Please confirm whether this would be an intrastate transaction (even though the project connects to CTU at Park). If yes, whether GERC’s Regulations on Forecasting & Scheduling, which we understand are yet to be finalized / notified, will apply?</p>		<p>Clarification:- The Successful Bidder shall have to comply with CERC IEGC regulations and CERC Regulations for Connectivity & LTA in ISTS & related matters Further, for scheduling, etc. Gujarat Grid Code and GERC Regulations on Forecasting, Scheduling and Deviation Settlement shall be applicable. No change required</p>

		account of this be to the account of the Power Producer.”			
14	Article 8.1 (a) of PPA - Force Majeure Events	a. Force Majeure Events	Request to include following event under the Force Majeure Inclusions / Event: “Any event of non-fulfilment of Obligation by GPCL under Land Lease Agreement and Implementation and Support Agreement”	Obligations of SPD under PPA are dependent on timely handing over of land. Therefore, Developer should not be penalized for responsibility of GPCL.	Following event to be included in Force Majeure. “delay in commissioning of project due to events of non-fulfilment of Obligation by GPCL under Land Lease Agreement and Implementation and Support Agreement”
15	Article 8.2 – of PPA Available Relief for a Force Majeure Event	“No Party shall be in breach of its obligations pursuant to this agreement to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure event. However, adjustment in tariff shall not be allowed on account of Force Majeure event. For avoidance of doubt, neither Party’s obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in	Clarification sought regarding relief available under Force Majeure Event		Clarification:- Article 8.2 pertaining to Force Majeure clearly provides the FM Events and FM Exclusions which shall provide relief to the Parties and absolve them for delay or failure in performance of material obligations under the PPA or failure to meet the milestone dates specified under the PPA. Further, it is also clearly mentioned that adjustment in tariff shall not be allowed on account of force majeure event. No change required

		respect of such Party.”			
16	Article 9.2 of PPA- Relief for Change in Law	“In case of Change in Law resulting on account of 9.1 (b) above, the Power Producer shall be allowed an increase/ decrease in tariff of 1 paisa/unit for every increase / decrease of Rs. 2 Lakh per MW of project capacity (AC) in the project Cost which shall be allowed upon submission of proof of payment made by the Power Producer towards safeguard duty and /or anti-dumping duty to the concerned Authority and with due approval of GERC.”	Whether provisions of Clause 9.2.2 are applicable only in case of on account of Change in Law for SGD and /or ADD? Whether the provisions under Clause 9.2.2 are approved by GERC? Can a Project Developer opt for Clause 9.2.1 for claims under Change in Law on account of imposition of Safeguard and / or Anti -Dumping Duty?		Clarification:- The RfS & PPA Documents have been prepared in consonance with the MNRE’s Guidelines for procurement of power from Solar PV Projects dated 03.08.2017. GUVNL has obtained approval of Hon’ble GERC for deviations from the aforesaid Guidelines. No, impact of safeguard duty and/or anti-dumping duty directly affecting the Project is covered as Change in Law event under Article 9.1 (b) and relief thereof is covered under Article 9.2.2 No change required.
18	Article 4.1.7 of PPA – Part Commissioning	Part Commissioning: Part commissioning of the Project shall be accepted by GUVNL subject to the condition that the Minimum Capacity for acceptance of first and subsequent part(s) commissioning shall be 25 MW , without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, the SCOD (Schedule Commercial Operation Date)	Since minimum bid capacity in present tender is not 25 MW, it may be clarified if part commissioning will be allowed in batches of 25 MW or 50 MW in accordance with MoP Guidelines dated 03.08.2017.		Part Commissioning will be allowed in batches of 50 MW in accordance with the MoP Guidelines dated 03.08.2017. Article 4.1.7 of the PPA shall be modified as under. Part Commissioning: Part commissioning of the Project shall be accepted by GUVNL subject to the condition that the Minimum Capacity for acceptance of first and subsequent part(s) commissioning shall be 50 MW , without prejudice to the imposition of penalty, in terms of the

		will not get altered due to part-commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCOD.			PPA on the part which is not commissioned. However, the SCOD (Schedule Commercial Operation Date) will not get altered due to part-commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCOD. Article 3.11.1 of the RFS shall also be modified as above.
ISA					
17	Article 6.4.2 of ISA	The Solar Power Project shall be commissioned within ____ months from the date of signing of PPA. In case of failure to achieve this milestone, GPCL shall encash the Performance Bank Guarantee on per day basis and proportionate to the Capacity not commissioned, with 100% encashment for 5 months delay. In case of further delay and the project is not commissioned within 25 months from the date of signing of PPA, GPCL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to terminate this Agreement and also the Land Lease Agreement.	Request to modify said clause as below: <i>“The Solar Power Project shall be commissioned within ____ months from the date of signing of PPA. In case of failure to achieve this milestone, GPCL shall encash the Performance Bank Guarantee on per day basis and proportionate to the Capacity not commissioned, with 100% encashment for 6 months delay.</i> <i>In case of further delay and the project is not commissioned within 30 months from the date of signing of PPA, GPCL shall, without prejudice to its</i>	In order to maintain uniformity among all bid documents, timeframes for Performance Bank Guarantee (PBG) as per ISA should be in line with PBG as per PPA.	The PBG to be submitted to GUVNL is for performance of contract and BG to be submitted to GPCL is for payment of Upfront Development Charges and hence the timelines for encashment thereof are bound to be different and accordingly the provisions regarding BG are modified by GPCL in the revised ISA. Further, the definition of COD is also revised by GPCL in line with PPA.

			<i>other rights and remedies hereunder or in law, be entitled to terminate this Agreement and also the Land Lease Agreement.”</i>	
18	Article 6.5 (b) of ISA - Transmission Charges and Scheduling Charges	<p>As per the notification nos. L-1/(3)/2009-CERC and L-1/41/2010-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).</p> <p>The SPD is responsible for Scheduling and Deviation Settlement Mechanism (DSM) charges as per CERC Regulations and all liabilities related to LTA and Connectivity</p>	Please confirm that CERC Forecasting & Scheduling and DSM Regulations would be applicable for these PPAs.	Amendment to be made in the ISA Article 6.5 (d) - GERC Regulations for Scheduling & DSM shall be applicable.

Table B – GPCL’s Clarifications to queries raised by Prospective Bidders

Sr. No.	Clause No.	Clause	Query / Clarification	Rationale given by Bidder	GPCL’s Response to Query
1	ISA - Article 7.3.2 Internal Evacuation System - C) AND 2 Definitions - j)	7.3.2 Internal Evacuation System - C) c) The pooling sub-stations are connected through 220 kV Double Circuit tower line to the main 400/220 kV Sub Station through a dedicated corridor. AND 2 Definitions - j) “Metering point” shall mean the point at 220 kV side of 400/220 kV Khimanawas Sub-Station of CTU.	It understood that 220kV double circuit (total 6 circuits as per SLD) approx. 35km (as per presentation) transmission line for each 200 MW and 250 MW plant capacity from pooling substation to be connected to the Khimanawas 400/220kV CTU substation.		Yes, there would be 220 KV D/C line from Raghnesda to PGCIL’s 220 kV / 400 kV Khimanawas Substation for entire 700 MW Capacity and not for individual plots. With regard to metering, it is to clarify that initial cost of CT-PT for metering at 33 kV level as well as 220 kV level is already covered in Upfront Development Charges and the same shall be provided by GPCL, however, the ABT Meters shall be provided by the developers at their own cost. Further, the maintenance of meters and modifications or changes in metering system required due to modification / amendment in relevant rules, regulations or laws shall have to be carried out by developers at their own cost. Please refer our revised Implementation Support Agreement (ISA) for revised provisions regarding metering.
2	Annexure F of RFS	Water charges to be levied at the rate of Rs.35.40/KL (for the financial year 2018-19) with increment of 15 % every year based on agreement executed with SSNNL totaling upto 1.5 MLD per year	Clarification sought whether these charges are final or any other surcharge or taxes to be charged over and above Rs 35.4 /KL?		Present Rate of Water Charges i.e for the year 2018 -19 is Rs. 25.94 / kL. It is exclusive of taxes and other surcharges applicable from time to time and which shall be borne by developers. Necessary amendments in the Bid Documents shall be issued.
3	Article 3.1 (v) of PPA	Article 3.1 (v) Obligations of Power Producer –	Instead of submission of “No Due Certificate” every	Obtaining “No Due Certificate” from GPCL every	For “Upfront Development Charges”, No Dues Certificate from GPCL shall

		<p>“The Power Producer shall enter into Implementation & Support Agreement (ISA) with SPPD for Common Infrastructure and Facilities of Solar Park. Power Producer shall obtain “No Due Certificate” from GPCL towards Upfront Development Charges payable under the ISA and furnish the same to GUVNL at the time of commissioning. Further, “No Due Certificate” from GPCL towards O&M Charges payable under ISA shall also be obtained and furnished to GUVNL by Power Producer every month along with monthly invoices. GUVNL reserves the right to recover outstanding dues of power producer towards O&M Charges of GPCL from monthly energy bills.”</p>	<p>month, submission should be every six months.</p>	<p>month shall be difficult task and may lead to delay in submission of bill.</p>	<p>have to be submitted prior to commissioning of the project. For O & M of CIFSP, No Dues Certificate shall be given by GPCL every Six months. GUVNL reserves the right to recover outstanding dues of power producer towards O&M Charges of GPCL from monthly energy bills upon intimation by GPCL to GUVNL of such outstanding dues.</p>
4	Article 2 of LA	<p>This Land Lease Agreement shall be for useful life of the plant i.e. 25 years from the date of commercial operation of the project with provision for further extension on terms and conditions mutually agreed upon by both the parties in writing. In case of</p>	<p>The lease period should start from signing of PPA and should be valid till the End of PPA.</p>	<p>The Lease period should cover the construction period also.</p>	<p>The lease period shall commence from the date of Signing of Agreement and shall be valid till expiry of PPA.</p>

		termination of existing PPA and/ or Implementation & Support Agreement due to any reason thereof, this Agreement stands terminated automatically.			
5	Article 6.1.4 of ISA	The SPD shall submit a Performance Bank Guarantee of Rs. _____ Lakhs per MW (as per Schedule A) to GPCL at the time of signing of Implementation and Support Agreement which should be valid for a period of 19 months from the date of signing of ISA.	Details sought pertaining to amount of PBG to be submitted under ISA		GPCL will not take any BG if developer pays 100% Upfront Development Charges at the time of signing of ISA. If developer chooses to pay only 25% of UDC upfront and balance amount within a period of 12 months of signing of PPA, the BG of 75% UDC will have to be submitted within 15 days from signing of ISA. There is no BG for Lease Agreement (LA). Necessary amendments shall be incorporated in the bid documents regarding BG and Payment Security Mechanism.
6	Article 7.3.1 of ISA	Article 7.3.1 of Draft ISA and Recital Para "d" of Draft Land Lease Agreement documents	Clarification sought:- In Article 7.3.1 of draft ISA, it is mentioned that GPCL will provide land required for installation of Solar Power Project minimum at the rate of 1.9 Hectare per MW on lease basis as per Land Lease Agreement. On the other hand, in the Recital Para "d" of Draft Land Lease Agreement it is mentioned that Lessor will allot the land to private developer as per MNRE		2 Ha / MW Land is inclusive of all infrastructure. The net available land to SPD would be minimum 1.9 Ha / MW.

			Guidelines at the rate of 2 Hectare per MW (5 acres per MW) for setting up Solar Power Projects on lease basis for a period of 25 years.		
7	Article 7.3.5 b) of ISA	It is proposed to supply 4 KL/MW/Cycle so as to complete one cleaning cycle every week. However, the supply of water shall be dependent upon the availability of water.	Whether there a ceiling limit to the proposed supply of 4 KL/MW/Cycle? It is suggested to propose quantum of water supply in terms of KL/MW/Month instead of KL/MW/Cycle	Annexure 5 of RFS refers 1.5 MLD / Year. According to this, 4KL/MW/Cycle seems a low. What is the maximum capacity of water can be supplied to one block? Solar Power Developer may be allowed flexibility of cleaning cycles.	The maximum annual contracted capacity is 1.5 MLD throughout the year for entire 700 MW (AC) capacity. (Requirement of water to be assessed by SPD. SPD has to declare its annual requirement, as per present conditions of contract with SSNNL)
8		Solar Park Layout	Request to provide Solar Park Layout		Already provided during site visit and uploaded in the web-link provided in Addendum 1.
9	Drawing No. MM-GPCL-DRG-02- Concept Plan	Gauchar Land within A2 Block -as shown in the Revised layout plan	Gauchar land within A2 Block to be shifted adjacent to village	It is apprehended that cattle from the village will go to Gauchar land and return on daily basis using the road between Block A2 and Block A3. With fencing and A2 & A3 blocks on both sides, after the projects have been commissioned, this road will always be full of cattle. It is suggested that the same may be shifted to low lying land adjacent to the village	It is not feasible, socially as well as economically, to shift Gauchar land. Further, it is to clarify that the Gauchar land is not within the plot but on the edge of plot with separate access / approach through common road.

				so that approach from the village is easy and does not disturb the movement for Solar PV Project.	
10		Soil Investigation Report	Request to provide Soil Investigation Report		The Soil Investigation Report is already uploaded in the web-link provided in Addendum 1.
Other Queries and Reply					
	Query			Reply	
11	Is GPCL taking any PBG? If no, ISA to be modified by GPCL accordingly? Is there any PBG for LA? Is there any addendum required in LA for PBG?			GPCL will not take any BG if developer pays 100% Upfront Development Charges at the time of signing of ISA. If developer chooses to pay only 25% of UDC upfront and balance amount within a period of 12 months of signing of PPA, the BG of 75% UDC will have to be submitted within 15 days from signing of ISA. There is no BG for Lease Agreement. Necessary amendments shall be incorporated in the bid documents regarding BG and Payment Security Mechanism.	
12	Will the land be allocated @ 1.9 Hector / MW or 2.0 Hector / MW?			GPCL will provide minimum 1.9 Ha / MW as per AC capacity.	
13	GPCL should provide following reports (1) Resistivity Report (2) DPR (3) Water Test Report			(1) Resistivity report is to be carried out by the Developers on their own. (2) & (3) uploaded on the web-link	
14	Clarification regarding Cabling Standardization within the plot to be followed or not?			Developer has to comply with relevant standards / regulations for cabling within the plot area. The specifications provided by GETCO / GPCL have to be followed for cabling at the pooling station end.	
15	Local Area Development fees of Rs 4 lakh / mw to be charged within 5 years. What will be the amount charged annually? With GST or Without GST?			Local Area Development fees will be Rs. 80000 / MW per year for first five years of commissioning of the project totaling to Rs. 4 lakhs / MW. It is exclusive of GST. Applicable GST would be levied extra.	
16	Is CTU Meter cost included in UDC? CTU Bay charges applicable? How much to be paid by developers?			. Initial cost of CT & PT, bay charges, connectivity charges, etc are already covered under upfront development cost. However, ABT Meters shall be provided by the developers at their own cost. Further, the maintenance of meters and modifications or changes in metering	

		system required due to modification / amendment in relevant rules, regulations or laws shall have to be carried out by developers at their own cost.
17	Main meter / Check meter / Back up meter, how many meters to be installed?	There will be two set of meters at pooling station i.e. main meter and check meter in addition to common metering at CTU substation.
18	GPCB Consent / approvals required?	GPCB consent / approvals are not required.
19	Timelines for Handing over of land and commencement of lease charges, O&M Charges.	Necessary details shall be incorporated in bid documents
20	Wrong definition of COD under ISA.	COD shall be modified as per PPA
21	Lease Rent is Rs 10000 or 15000 per Ha per Year?	It will commence with 10,000 per Ha per year effective for the year 2018-19. Final Government approval is awaited.
22	35.4 KL water charges to be checked and confirmed? Take or Pay by SSNL one sided or two sided?	Necessary amendments shall be incorporated in ISA. Take or Pay Obligation is one sided. There is no obligation on part of SSNL.
23	Overhead lines within the plot allowed or not?	Solar Project Developer may set up overhead lines within the plot area under technical compliance of relevant standards & specifications. However, connectivity at 33 kV pooling station shall be through underground cables.
24	Is Stamp Duty applicable on Lease Charges as well as Maintenance Charges under ISA?	Stamp Duty shall be charged on registration of Lease Agreement as per Government of Gujarat's Rules and Regulations prevailing from time to time. Stamp Duty on Maintenance Charges is not applicable.
25	Please confirm what all costs are covered under Upfront Development Charges of Rs 40 lacs / MW.	Costs and Works covered under UDC shall be as per Article 6.1 and Article 7 of the ISA.
26	The ISA should provide specifically for the insurance cover to be obtained by SPPD for common infrastructure facility to be provided by SPPD.	Insurance coverage for common infrastructure shall be done by SPPD / SPIA. SPD has to cover their project property under insurance within or outside solar park.
27	It is requested to inform the exact timelines when the evacuation structure would be ready?	The evacuation infrastructure is expected to be ready in approx 18 months from December 2018
28	Boundary wall around the Gauchar land to avoid unwarranted entry of cows into the plant shall be provided by SPPD instead of chain link fencing.	SPD has to carry out boundary wall, chain link fencing, barbed wire fencing around their allotted plot.
29	With the proposed evacuation philosophy, there shall be loss of energy under failure of any feeder, cable fault, transformer fault etc. It may be reviewed and revised to provide redundancy for the electrical system in case of fault.	Scheme is derived by GETCO and seems appropriate.

30	Please inform the maximum limit (including tolerances) of No-load and Load losses of the 220/33kV 125MVA transformers. Please confirm if the indicated rating is ONAN only.	<p>It will be within limit as specified in applicable Standards of Apparatus as under.</p> <table border="1" data-bbox="1157 261 1980 532"> <thead> <tr> <th data-bbox="1157 261 1339 443">Transformer Rating</th> <th data-bbox="1339 261 1493 443">No Load Loss at Rated Voltage, in kW</th> <th data-bbox="1493 261 1745 443">Full load losses (Copper + stray loss) at 75 °C, in kW</th> <th data-bbox="1745 261 1980 443">Auxiliary Loss in kW</th> </tr> </thead> <tbody> <tr> <td data-bbox="1157 443 1339 532">220/33 KV 125 MVA</td> <td data-bbox="1339 443 1493 532">55</td> <td data-bbox="1493 443 1745 532">300</td> <td data-bbox="1745 443 1980 532">8</td> </tr> </tbody> </table>	Transformer Rating	No Load Loss at Rated Voltage, in kW	Full load losses (Copper + stray loss) at 75 °C, in kW	Auxiliary Loss in kW	220/33 KV 125 MVA	55	300	8
Transformer Rating	No Load Loss at Rated Voltage, in kW	Full load losses (Copper + stray loss) at 75 °C, in kW	Auxiliary Loss in kW							
220/33 KV 125 MVA	55	300	8							
31	Please clarify Earthing provisions of 33kV system.	SPD has to design and provide earthing system on their own.								
32	Please clarify each feeder capacity that is to be connected at the pooling station.	Approximately 45 MW								
33	Please clarify if the additional incoming feeders envisaged in A3 cluster (2 sets of 5 x 25MW) can be reduced to suit 200 MW only. (2 sets of 4 x 25MW)	No, it cannot be allowed.								
34	Please clarify if the Outgoing feeders to Pooling substation be reduced to 4 no's instead of 6 no's for A3 cluster by changing the cable size.	Current carrying capacity per cable is limited to 45 MW due to GIS substation.								
35	Please confirm that cable size as indicated in the schematic is not binding on the SPD. SPD is free to choose the size and number of cores of cables (single core or 3 core)	Yes, SPD can choose their own cable subject to restriction of maximum current carrying capacity.								
36	<ul style="list-style-type: none"> • Please provide details of the 220kV transmission line (no. of circuits and transmission line parameters) • Please provide SLD of Bus arrangements of 33kV and 220kV in the PSS to enable bidder to judge the degree of redundancy which is available • Please provide details of the 33kV incomer. 33kV scheme shown shall not be binding on the bidder. 	<ul style="list-style-type: none"> • Provided in single line diagram • Provided in Single line diagram • The 33 kV Cable installation scheme uploaded in the web-link is applicable within PSS and the same is not mandatory to SPD. SPDs have to follow applicable Indian Standards, as approved by competent authority for installation within their plot. 								
37	<ul style="list-style-type: none"> • In the event of shutdown or failure of one 33/220kV transformer, please 	The total capacity of substation is 750 MVA. Hence, there is sufficient								

	<p>clarify as to how the remaining transformer capacity will be shared between the three Plots. Please provide adequate transformer capacity and 33kV bus arrangement to ensure that there is no loss of Generation in the event of failure of one transformer.</p> <p>Please consider a spare transformer, to limit the impact period (loss of generation) of transformer failure event.</p>	margin is available. In case of failure of one transformer, the remaining capacity will be proportionately shared amongst all.
38	<ul style="list-style-type: none"> Please provide the cable corridor route for each of the plots in the master plan <p>Please clarify the signals / interlocks to be provided between solar PV plant and Pooling sub-station through OFC cables.</p>	This is detailed engineering matter, would be provided to selected developer.
39	As the cable from different plots will be crossing the existing road, cable crossing arrangement on the road to be provided by GUVNL. Please confirm.	Necessary way leave would be made available by SPPD.
40	Kindly clarify if the SPIA shall be providing infrastructure for SCADA connectivity from the PSS to the SLDC. Please clarify scope and terminal point.	SCADA within project site has to be provided by Developer. Necessary connectivity right with PSS to SLDC shall be provided by SPPD / SPIA. However, the necessary set-up, needs to be carried out by Developers at their own cost
41	Please specify whether any sorts of data connectivity is required to be shared by SPD to SPIA or any data from the plant needs to be shared to the SPIA's Pooling station.	Only Generation data and its associated required data is to be shared by SPD for which passage / right shall be provided by SPPD / SPIA. However, necessary infrastructure shall be set up by SPD.
42	Please clarify if any cable differential protection is required to be considered by SPD for the 33kV UG cable from plant to pooling station.	SPD has to design and provide earthling system on their own.
43	Please provide the copy of agreement between GPCL and SSNNL or major terms proposed for firm allotment for 25 years.	Agreement yet to be executed. The relevant terms and conditions are already mentioned in ISA.
44	<ul style="list-style-type: none"> Scope of peripheral roads along the plot to be clarified. For main road: Road cross-sectional details with proposed width along with side drain and street light <p>Request GPCL to share the Master plan layout showing the overall drainage scheme for connecting SPD internal drain layout with it.</p>	Plot lay out covering required details has already been uploaded in the weblink.
45	It is proposed SPD to collect water supplied by GPCL in underground water tank. It is proposed to use overhead ground water tank. Final decision will be as per site soil investigation report.	SPPD shall provide underground water tank only.
46	It is recommended that tress within the plot shall be removed by GPCL	Plot available on "As is Where is Basis"

47	GPCL to provide necessary consent for evacuating 105% of contracted capacity.	Yes, evacuation of 105% of contracted capacity would be allowed as the design capacity of 33kV / 220 kV pooling substation is 750 MVA.
48	Kindly clarify what are the permissions outside the scope of SPPD under ISA. As the same is solar park bid, all the permits and clearance are to be taken by SPPD	GPCL has already taken necessary approvals for common infrastructure facilities like setting up Park, water requirement, right of way for water supply system etc. other permissions, if any, have to be taken by developers.
49	Please specify the amount and applicability of Rupantar Kar	It will be decided by GoG based on conversion rate as applicable.
50	Cable trays should be in GPCL's scope	Cable trays shall not be provided. However, within 33 kV / 220 kV substation, cable trench shall be provided by SPPD
51	Please confirm whether line differential protection is required from MCR to Pooling station?	Yes, SPD has to install.
52	Could you please share Solar irradiance data GHI available from the Site, AUTOCAD file marking Flood prone zone inside proposed solar park area based on 50 years and 100 years rainfall data study performed under hydrological Assessment	DEESA Weather station data is already uploaded. Auto CAD drawing is uploaded.
53	In case if one bidder successful got entire 700MW still the 33KV Each feeder wise metering arrangement is required ?	If a single bidder gets entire 700 MW and declares single CUF for all three plots, separate metering for each cable at pooling station will not be required.
54	Is ground water allowed to be used for construction purpose industrial activities? If yes, GPCL shall obtain this Ground Water Abstraction Permission from the Regional Ground Water Board being the SPPD for the complete Solar Park.	No ground water will be allowed to be used as the area is falling under DARK ZONE.