

Clarification of KSPDCL on the queries sought by prospective bidders for the NTPC's pre bid meeting held on 13-01-2016.

Sl. No	Clause	Existing Clause	Query	SPIA Reply
			Please provide Layout Plan of Pavagada Solar Park in AutoCAD format.	Autocad version is available in the KSPDCL website. www.kspdcl.in
			What is the range of distance of pooling substation (s) from each power plant block?	The approximate distance can be assessed by SPD from the uploaded Autocad drawing However, the exact distance to the pooling station from each of the power plant block can be assessed by SPD upon actual survey to be conducted by SPD only. The survey nos. of each of the 220/66kV pooling stations are available in the KSPDCL website.
			What will be the minimum and maximum no of 33kV incomer units recommended by NTPC (Please	It is proposed to establish 220/66kV pooling stations by KSPDCL and hence the incoming feeders from the SPDs

			specify in MWac)?	power block shall be on 66kV only. Provision for 2 nos. of incoming 66kV cable line from each of the 50MW power block is made in the pooling station.
			Would NTPC provide common cable trench for 33kV cable lines? Please confirm	Provision has been made by KSPDCL in ISA for providing vertical steel columns for cable tray support. No provision has been made for evacuation of power from SPDs on 33kV cable lines. However, the same is on 66kV cable.
			Would NTPC provide enough land area to run the 33kV overhead line up to pooling station? Please confirm	No provision has been made for evacuation of power from SPDs on 33kV overhead lines. However, the same has to be on 66kV cable run on cable trays at the cost of SPDs.
			Please let us know if the bidder can setup a solar grid tied system separately for the plant auxiliary?	It is left to the discretion of solar power developers.

	Clause 3.6	SPIA and Location of Solar Park “The Solar PV Projects to…….”	We request NTPC to provide plot sizes and their layouts with diagrams, share their soil test reports and other related reports already carried by agencies.	Reports on Geotechnical, soil resistivity and water quality are available in KSPDCL website www.kspdcl.in
		SPIA Agreement	We request NTPC to provide a draft of SPIA agreement for developer's reference.	Copy of model Implementation Support Agreement is available in KSPDCL website www.kspdcl.in
	N/A	Land Lease and Infrastructure Charges	We request NTPC to provide details of Solar Park charges like infrastructure charges like water charges, land lease/rent, transmission charges or any other development charges.	The charges Payable to KSPDCL by Solar Power Developers is available in KSPDCL website www.kspdcl.in
		The Solar Power Plant should be designed for inter-connection with the Pooling Substation at the Solar Park through dedicated transmission line / cable at	Cable routing from plant to S/S will be overhead or UG ? SPIA is of the view that it will be UG. If yes, cable routing layout as it will be shared between plots?	Provision has been made by KSPDCL in ISA for providing vertical steel columns for cable tray support for running 2 nos. of incoming 66kV cable line from each of the 50MW power block to the pooling station.

		voltage level of 33kV. Developer will have to connect their project to the pooling substation at 33 kV through dedicated cable/overhead transmission line.		
			What will be the one time development charges / connectivity charges?	The charges Payable to KSPDCL by Solar Power Developers is available in KSPDCL website www.kspdcl.in
	1.1	"Open Access Charges"	Please specify the Open Access Charges in the state of Karnataka that will be applicable to the SPD.	Open Access Charges in the state of Karnataka shall be governed by Regulations issued by KERC from time to time.
	1.1	"SLDC Charges"	Please specify the SLDC Charges in the state of Karnataka that will be applicable to the SPD.	SLDC Charges in the state of Karnataka shall be governed by Regulations issued by KERC from time to time.

1.1	<p>"Power Project ... This includes all units and auxiliaries such as water supply, treatment or storage facilities; <u>bay/s</u> for <u>transmission system</u> in the switchyard, and all the other assets, ..."</p>	<p>Please clarify whether the construction of transmission bays will be within the scope of work of the (i) SPD, or (ii) the SPIA / PGCIL.</p>	<p>Construction of 66kV bays for terminating 2 nos. 66kV cable lines from each of 50MW solar power block will be in the scope of KSPDCL (SPIA). The construction of 220kV terminal bays at each of the 220/66kV pooling station is in the scope of KSPDCL (SPIA). However, construction of 220kV terminal bays at 400/220kV PGCIL station is in the scope of PGCIL.</p>
4.2.4	<p>"The SPD shall not be entitled to any deemed generation in case of any delay in connectivity to the Project."</p>	<p>Please provide the complete schedule of development and construction activities of the Pavagada Solar Park and the current status of implementation, so that bidders may be able to assess the probability of any potential delays.</p>	<p>It is proposed to commission the infrastructure required for evacuating 1000MW of Solar Park by April 2017 & balance 1000MW by Sept 2017.</p>

	3.1(g)	<p>"The SPD agrees and undertakes to duly perform and complete all of the following activities including Financial Closure at the SPD's own cost and risk within 210 days from the Effective Date, ... g) <u>The SPD shall make adequate arrangements to connect the Power Project switchyard with the Interconnection Facilities at Interconnection / Metering / Delivery Point.</u>"</p>	<p>Please clarify the arrangements to connect the Power Project switchyard with the Interconnection Point, that are to be completed within 210 days from the Effective Date (i.e. prior to Financial Closure). Will this require obtaining the relevant permits and approvals only, or does this include the construction of transmission infrastructure?</p>	<p>It is proposed to commission the infrastructure required for evacuating 1000MW of Solar Park by April 2017 & balance 1000MW by Sept 2017.</p> <p>The evacuation of power from each of 50 MW power block of SPD is through Transmission infrastructure on 220 Kv OH line to interconnection point. Drawing 66 kV cable line to 220 Kv pooling station is in the scope of SPD. Establishing Pooling stations are in the scope of KSPDCL. 400 Kv/220 Kv Interconnection point is in the scope of Power Grid.</p>
	3.24(iii)	<p>Additional performance bank guarantee to be submitted to the Solar Park Implementation Agency</p>	<p>According to Clause 3.24(iii) of the RFS, an SPD is required to submit a separate PBG of 10% of the total PBG amount (i.e., amounting to Rs. 3 lakhs/MW) to the solar park implementation agency</p>	<p>The PBG shall be valid for a minimum period of 19 months from the date of signing of PPA. To this effect modified ISA will be hosted in the website. KSPDCL shall encash the Performance</p>

			<p>(SPIA), which is to be submitted at the time of signing the implementation support agreement with the SPIA. Please clarify what is the validity of separate PBG to be submitted to the SPIA.</p> <p>Please also clarify on what grounds and/or instances can the SPIA forfeit/encash this PBG?</p>	<p>Bank Guarantee in the following events and as envisaged in the ISA:</p> <ol style="list-style-type: none"> 1. Capacity not commissioned within stipulated time 2. In the event of termination.
	5.1	State Nodal Agency	<p>Clause 5.1 of the RFS provides that the State Government will appoint an agency to act as a 'state nodal agency' which would provide support to facilitate the development of Projects.</p> <p>Please confirm whether Karnataka Solar Power Development Corporation Pvt. Ltd. (KSPDCPL) has been designated as the 'state nodal</p>	<p>Yes, GoK vide letter dated 27-02-2015 has designated KSPDCCL as Pavagada Solar Power Park Implementing Agency.</p>

			agency', in accordance with Clause 5.1 of the RFS.	
	3.1(a)	Clause 3.1(a) of the PPA- "The SPD shall obtain all Consents, Clearances and Permits required for supply of power to NTPC as per the terms of this Agreement. NTPC has no obligation to recommend to any department/agency or the Govt. for the grant/permission for the Solar Power project. The Solar Power Developer shall on his own obtain permissions/sanctions from Govt. authorities, if any required for establishing the project..."	While this clause places the sole obligation on the SPD to obtain all Consents, Clearances and Permits, the RfS in Clause 5.3(iv) states- "The SPIA shall undertake the following activities to achieve the objectives of speedy establishment and implementation of Solar Park in the Host State: ... Obtain statutory & non statutory clearances and to make area development plan within Solar Power Park;" To avoid ambiguity, request NTPC to provide the list of consents, clearances and permits that will be obtained by the SPIA and those to be obtained by the SPD. NTPC to clarify.	All clearance and approvals required by SPD's except the following shall be obtained by KSPDCL. <ul style="list-style-type: none"> • Drawing & safety Approval by Chief Electrical Inspector, GoK. • RT and MRT Pre Commissioning approval – RT Department, KPTCL. • Project Commissioning and synchronization by – KPTCL and ESCOM

	13.4.4	Validity of ISA and LLA in case of sell of power to a third party	Please clarify, whether the ISA and LLA will continue to be in force when the SPD is selling the Contracted Capacity to any third party and if the SPIA will continue to fulfill its obligations under the ISA and the LLA. Please also confirm, how long will the SPIA continue to provide this?	The ISA and LLA will continue to be in force until SPD pays the charges as envisaged in ISA & LLA to SPIA.
	2	expiry date	"Expiry Date" – [...25 years from COD] – should the IA be valid also during the Construction period and therefore be longer than the 25 ys PPA?	The ISA & LLA are for a period of 25 years from COD. It is clarified that in total the term of ISA & LLA will be for a period of 28 years from the signing of respective agreements.
	6.2	O&M escalation charges	Art 6.2 indicates escalation at 4% whilst in the document "Charges to be paid by SPD to KSPDCL – Upfront and Annual" is at 5%. Clarify the correct %	O&M annual escalation is 5%. To this effect, modified ISA will be hosted in the website.
	6.5.1 6.9	PBG and LC	Revolving Performance Bank Guarantee (equivalent to annual o&m charges) and Letter of Credit (art 6.9)	Provision for providing revolving performance guarantee has been deleted.

			must be put in place, with all related banking costs. On this point connecting also to comment raised above, why a performance bank guarantee should be done before COD and during construction phase?	To this effect modified ISA & LLA will be hosted in the website.
	8.2	Permits	Renewal of permits/clearance have to be done by SPD at its own cost. Are those costs not included in the O&M charges? Which permits needs a yearly renewal?	O&M charges does not include charges towards renewal of permits and clearances.
	10	Force Majeure	The art states: [...Whether a "Force Majeure" situation exists or not, shall be decided by the KSPDCL and such decision shall be final and binding on the SPD].- in case of doubt this should be decided by a third party	Any event beyond the control of SPD shall be termed as force majeure in terms of ISA provisions. Existence of any such of the force majeure events shall have to be decided by KSPDCL alone.
	8.10	Local area development fund	Art 8.10 indicates One time charges for Local area development fund is at 1% of capital cost whilst in the document	Local area development charges to be paid by SPD to KSPDCL as elaborated in the KSPDCL website is

			<p>“Charges to be paid by SPD to KSPDCL – Upfront and Annual” is more detailed. Please clarify which is the correct way of calculating the contribution</p>	<p>final. The provision is made in accordance with MNRE guidelines.</p>
	12	closing date	<p>There is a reference to Closing Date, but no definition of Closing Date. Is it the “Expire Date”? Need clarification</p>	<p>Closing date shall mean the Expiry Date</p>
	2(d)	definition of 'commercial operation date'	<p>The definition of the 'Commercial Operation Date' is different under the PPA and ISA. Under the PPA, 'Commercial Operation Date' means 30 days from the 'actual part commissioning of the capacity'. However, under the ISA, the 'Commercial Operation Date' means 30 days from the actual commissioning date of the 'respective 'Units(s)' of the Power Project'. Different definitions of the 'Commercial</p>	<p>The definition of COD as defined in the ISA shall be modified to be in line with PPA.</p>

			<p>Operation Date' in the ISA and PPA could lead to ambiguity and ideally, the definition should be consistent, both under the PPA and the ISA. Enel should ideally request NTPC to modify the definition under the ISA to mirror the definition under the PPA.</p>	
	2(g)	Expiry Date and term of ISA	<p>According to the definition of 'Expiry Date', the term of the ISA is for 25 years from the first part commissioned capacity of the project. Consequently, if the minimum capacity of 30 MW is commissioned before the project SCOD, then for the remaining capacity (i.e., for 20MW out of a total project capacity of 50MW) the ISA tenure will be shorter than 25 years. The provisions of the ISA, including the definition of Expiry Date, should ideally be amended to extend the ISA for a</p>	<p>Expiry Date shall mean the date occurring twenty five (25) years from the Commercial Operation Date of the first part commissioned capacity by respective SPD.</p>

			<p>period of 25 years from each part commissioning. Enel should consider requesting NTPC for such change. To the extent, this request is not accepted by NTPC, Enel to evaluate the commercial and financial risk.</p>	
	<p>2(i), 2(k), 2(n) and others</p>	<p>Capitalised terms not defined</p>	<p>There are a number of terms that are capitalized in the ISA but that are not defined. Such terms include Substation, STU/CTU System, Common Infrastructure, Internal Transmission, Roads, Water Supply, Drainage System, and Infrastructure facilities, Annual Land Lease charges, Law, Bank, 250 MW Solar Power block, Fire Station, Fence, Main and Check Meters, Standby Meter, Procured, and Meter. The absence of a specified definition of capitalized terms could lead to ambiguity in contract interpretation.</p>	<p>No specific definition is required for the capitalised words since the capitalised terms are regular/commonly used words and are more elaborated in the body of the agreement.</p>

			For abundant caution and clarity, we recommend that these terms should be defined in the ISA.	
	6.2	payment of O&M charges for part commissioned capacity	Annual O&M charges (O&M Charges) for the first year are payable from the 'Commercial Operation Date'. Given the ambiguity regarding the definition of 'Commercial Operation Date', as discussed earlier, it is not clear whether the O&M Charges will be payable from the commissioning date of the part commissioned capacity or upon the 'Commercial Operation Date' of the entire Project. We believe that the KSPDCL would claim the O&M Charges from the date of commissioning of the first unit (or commissioning of the minimum part capacity of 30 MW). If that is the case, then it is not clear whether the O&M Charges will be	As the definition of COD is proposed for modification, payment of O&M charges shall be as per the terms of ISA.

			payable in full or on pro rata basis for the part commissioned capacity. We recommend Enel to seek a clarification on the date or the event from which the O&M Charges obligation commences.	
	6.2	escalation of O&M charges	The ISA provides for a 4% annual escalation of the O&M Charges, whereas the separate information provided by KSPDCL provides for a 5% escalation. Enel should seek a clarification on the rate of escalation applicable to O&M charges.	O&M annual escalation is 5%. To this effect, modified ISA will be hosted in the website.
	6.5.2	extension of time for force majeure events and events not attributable to the SPD	KSPDCL can, on a per day basis, forfeit the performance bank guarantee submitted by the SPD, if the SPD fails to commission the project within 13 months from the date of signing of the PPA, with 100% encashment for 5 months delay. Further, the clause	The performance bank guarantee clause has been modified suitably in line with Andhra Pradesh document and MNRE guidelines.

		<p>provides that if the project is not commissioned within 18 months from the date of signing the PPA, KSPDCL will be allowed to terminate the ISA and the LLA. Further, in the ISA, there is no provision dealing with a delay beyond 13 months due to a force majeure event. It remains unclear whether the bank guarantee can be encashed in cases where delay is on account of a force majeure event. If so, this seems to be a harsh provision and should not be the case. This should be expressly clarified.</p> <p>The ISA also does not take into account provision of the PPA that allows grant of extensions by NTPC and MNRE in cases where the delay is on account of failure of KSPDCL to</p>	
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			<p>provide land, grid connectivity or force majeure.</p> <p>Enel may consider requesting NTPC to amend the clause accordingly so as to include a carve out for delays attributable to force majeure events.</p> <p>Enel may also consider suggesting NTPC to amend the clause so as to allow for extension granted by NTPC and MNRE for the reasons mentioned under the PPA.</p>	
	6.5	Validity of the performance bank guarantee	<p>The ISA requires the PBG, to be submitted to KSPDCL, to be kept valid throughout the term of the ISA. However, this was not the case in the ISAs issued for earlier NSM bids, specifically for the AP bid (i.e., under the Ghani solar park), where the PBG to be submitted to Andhra Pradesh</p>	<p>The performance bank guarantee clause has been modified suitably in line with Andhra Pradesh document and MNRE guidelines.</p>

			<p>Solar Power Corporation Private Limited was required to be kept valid for a period of 19 months from the date of signing of the PPA. The requirement to maintain the PBG valid for the entire term of the ISA could be extremely onerous. Enel could consider requesting NTPC to reduce the time period for which the PBG is required to be kept valid to 19 months from the date of signing of the PPA, which was also the requirement under the earlier NSM Bids.</p>	
	6.6(d)	<p>details on corpus fund and reimbursement of charges to KSPDCL</p>	<p>There is a lack of clarity regarding details of the 'corpus fund' to be created by KSPDCL and the rules relating to it. Furthermore, the provision relating to reimbursement of transmission charges to KSPDCL, if the corpus fund is not constituted, does not</p>	<p>'corpus fund' provision has been made in accordance with MNRE guidelines.</p> <p>Each SPD will be required to bear it's pro rata share of the transmission</p>

			<p>expressly provide that the SPD will be required to reimburse only its pro-rata share of the transmission charges. Enel should consider seeking a clarification from NTPC regarding the 'corpus fund', including details relating to its operation.</p> <p>On reimbursement of charges to KSPDCL, in view of the lack of clarity as to whether each SPD will be required to bear its pro rata share of the transmission charges or whether only the SPD who has commissioned its project would bear such charges, we recommend Enel to seek a clarification from NTPC in this regard.</p>	charges irrespective of whether project commissioned or not
	6.9	format of certificate of LC reinstatement; meaning of 'regulate common facilities'	SPDs are required to open an irrevocable, unconditional revolving letter of credit in favour of KSPDCL	Right to 'regulate the common facilities' means regulating the infrastructure facilities like internal

		<p>within 30 days of signing of the ISA.</p> <p>Further, in case of drawal of letter of credit by KSPDCL, the SPD is required to re-instate the letter of credit within 7 days from such drawal. The SPD is required to submit a certificate to this effect from the bank providing the letter of credit.</p> <p>In the event an LC is not re-instated within 7 days, the KSPDCL has a right to 'regulate the common facilities'. It seems unclear what the meaning of 'regulate the common facilities is'. Enel could consider seeking following clarifications from NTPC:</p> <p>(a) format of the certificate required to be submitted by the bank on the issue</p>	<p>pooling stations, roads, drainage etc provided by KSPDCL for the usage of SPDs.</p>
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			<p>of certification that the letter of credit has been reinstated; and</p> <p>(b) the meaning of right to 'regulate the common facilities' and what does it constitute.</p>	
	7.2(b)	KSPDCL's rights to 'sub-lease' the land; deletion of knowledge qualifier	<p>KSPDCL has made a declaration that it has all the rights and full authority to execute the ISA and lease the project land. However, this declaration is subject to a knowledge qualifier. It is important that KSPDCL has all the rights and authority to execute the ISA, to avoid any potential challenge to execution of the agreement.</p> <p>Moreover, based on a review of the land sub lease agreement, issued by KSPDCL as a part of the tender documents, we understand that</p>	<p>Suitable modification has been incorporated in the modified ISA and is hosted in the KSPDCL website.</p>

			<p>KSPDCL will sub-lease the land to the project developers and not lease it. Therefore, to that extent, the declaration in this regard is untrue. In this regard, Enel could consider: (a) requesting NTPC to delete the knowledge qualifier from clause 7.2(b); and (b) amend the declaration regarding authority to 'lease' the land to 'sub-leasing' the land.</p>	
	7.3	<p>delay by KSPDCL in fulfilling its obligations and relief available to SPD</p>	<p>While the ISA imposes an obligation on KSPDCL to provide all infrastructure facilities to the SPD to match the commissioning schedule, the ISA also mentions that the infrastructure works are currently under progress.</p> <p>We have not been able to find any information on the KSPDCL's website or any other public source setting out the</p>	<p>It is proposed to commission the infrastructure required for evacuating 1000MW of Solar Park by April 2017 & balance 1000MW by Sept 2017. However, the periodical progress will be uploaded in the KSPDCL website henceforth.</p>

		<p>current status or progress of the infrastructure works.</p> <p>It would be useful to ascertain the progress on completion status of various key infrastructure works, specifically those relating to power evacuation.</p> <p>Delay or failure of KSPDCL to provide infrastructure works in a timely manner is a key issue, as it will present a multitude of interconnection risks for SPD. Moreover, if KSPDCL is delayed in providing the interconnecting infrastructure and that delay in turn delays SPD's commissioning, the SPD is not entitled to any cost relief either under the PPA or the ISA. Enel should seek a clarification on the</p>	
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			completion status of various key infrastructure works, specifically those relating to power evacuation.	
	8.9	KSPDCL's insurance cover obligations	The ISA does not provide for any obligation on KSPDCL to obtain insurance cover for the common infrastructure facilities. As the common facilities (the availability of which is critical to SPD's ability to perform its obligations under the PPA) are KSPDCL's responsibility, the ISA should include KSPDCL obligation to ensure such facilities are adequately insured, that any risk of loss associated with the same is assumed by KSPDCL and that KSPDCL has an obligation to rebuild such facilities if they are damaged.	The ISA provisions have been made in accordance with model ISA published by MNRE.
	8.10'	meaning of 'total investment'	The requirement of contributing 1% of the total investment made for setting up the project is ambiguous, as it does	1% of the total investment means the total investment made by SPDs and SPIA.

			<p>not define 'total investment'. The MNRE guidelines referred in the ISA, which are presumably the Guidelines for Development of Solar Parks, issued by the MNRE in October 2015, are also silent on this aspect. We recommend Enel to seek a clarification from MNRE and KSPDCL on what comprises 'total investment'.</p>	<p>This provision is made in accordance with model ISA published by MNRE.</p>
	NA	<p>compensation to SPD for KSPDCL's default</p>	<p>The ISA does not provide for any remedy to the SPD in the event of any default by the KSPDCL in performing its obligations under the ISA, including the obligations pertaining to grant of land and providing evacuation system. Enel may consider suggesting to NTPC, providing for adequate cost relief to compensate the SPD for any loss that it may incur on account of a breach by KSPDCL.</p>	<p>The provision of the ISA are in line with MNRE's model ISA document.</p>

	9.2	reciprocal indemnity obligations for KSPDCL and the SPD	<p>There is no prescribed process to be followed for claiming indemnity under this clause. Ideally, an indemnity process (for making such claims) should be stipulated in the ISA. Further, the indemnity provisions are more onerous on the SPD. There is a mismatch in the scope of indemnity offered by KSPDCL compared to that required to be given by the SPD. SPD is required to cover breach of any covenant, condition or stipulation under the ISA which is not the case for KSPDCL. This could potentially lead to a gap in indemnity protection for the SPD.</p> <p>Enel should request NTPC to modify the indemnity clause in the ISA to include an appropriate process that the parties would follow for claiming indemnity</p>	The provision of the ISA are in line with MNRE's model ISA document
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			<p>under the ISA.</p> <p>Additionally, NTPC could also be requested to amend the indemnity clause in the ISA to ensure that the indemnity obligations of both the SPD and KSPDCL are the same.</p>	
	10	determination of a force majeure event	<p>Under the ISA, KSPDCL has the sole right to decide a force majeure event and this decision is binding on the SPD. We note that this provision is one-sided, particularly with respect to the wide powers given to KSPDCL to determine the existence of an event of force majeure and extensions of time to be granted. Enel should request NTPC to amend the force majeure clause to provide for an objective mechanism for determination of occurrence of a force majeure event and its</p>	<p>Any event beyond the control of SPD shall be termed as force majeure in terms of ISA provisions. Existence of any such of the force majeure events shall have to be decided by KSPDCL alone.</p>

			consequence.	
	12.1	meaning of 'closing date'	The events of default and the corresponding termination rights set out under this clause is linked to a term 'closing date'. However, the ISA does not either define or clarify the meaning of this term, and may not only lead to ambiguity but also render the entire clause infructuous. Enel should request NTPC to clarify the meaning of the term 'closing date' in the ISA.	Closing date shall mean the Expiry Date. Modification to this effect has been incorporated in the modified ISA.
	12.3	compensation to SPD on termination for KSPDCL's default	There are no remedies available to the SPD under the ISA, even when the ISA is terminated on account of KSPDCL's default or breach of KSPDCL's obligations. Enel could consider requesting NTPC to provide for adequate cost relief, including termination payments payable to the	The clause on termination as detailed in ISA is in line with Andhra Pradesh document

			SPD upon termination of the ISA for KSPDCL's fault.	
	13.3	jurisdiction of the electricity regulatory commission to adjudicate on disputes under the ISA; appointment of arbitrator; joinder of disputes.	<p>While the dispute resolution mechanism set out in the ISA is fairly standard in the Indian context, we are unable to confirm if the reference of the dispute to the electricity regulatory commission would lie in this case. This is because under the Electricity Act, regulatory commissions are empowered to resolve disputes only between a generating company and a licensee and based on the information available in the public domain we are unable to verify if KSPDCL would qualify as a licensee.</p> <p>The ISA also provides for a dispute resolution through a sole arbitrator which will be Additional Chief</p>	The provisions regarding dispute resolution and arbitration are in line with Andhra Pradesh document.

		<p>Secretary to Energy Department, Government of Karnataka. Ideally a more neutral arbitration process would be preferred, such as the one provided in the PPA, which allows each Party to select one of the arbitration panel members and then has the nominated arbitration members select a third person to chair the panel. This is more in line with market practice.</p> <p>Further, we would have liked to see a joinder of disputes provision linking similar disputes under the ISA, PPA and the LLA to ensure that these are decided under a single arbitration proceeding. However, this has not been provided and this could lead to a multiplicity of dispute proceedings under each of these agreements.</p>	
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		<p>Enel may consider requesting NTPC to modify the provision in dispute resolution clause relating to referring a dispute to an electricity regulatory commission, to make it subject to requirement under the applicable law requiring a dispute to be referred to an electricity regulatory commission.</p> <p>NTPC could also be requested to provide a more neutral arbitration process, similar to the one provided in the PPA, which allows each Party to select one of the arbitration panel members and then has the nominated arbitration members select a third person to chair the panel.</p> <p>NTPC may also be asked to clarify if all similar disputes under the PPA, ISA and</p>	
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			the LLA could be joined together to be adjudicated under a single arbitration proceeding.	
8.4, and 15	assignment of ISA in favor of lenders; lender's right to substitute the SPD	<p>The ISA provides a right to SPD to only create mortgage over the leasehold interest in the Demised Premise, which is also subject to a prior approval of KSPDCL.</p> <p>The ISA is silent with respect to execution of a direct agreement or assignment of the ISA in favour of Lenders. Having said that, the ISA provides that it could be assigned by a party through mutual consent. In addition to the right to mortgage, the ISA should provide a clear right to the SPD to assign its rights under the ISA in favor of lenders.</p>	<p>The provision is as per MNRE's model LLA document.</p> <p>Hence, bidders request can not be considered.</p>	

			<p>Additionally, we would also recommend that a right to substitute the SPD be provided under this contract as is the case under the PPA and any right of KSPDCL to terminate the ISA should be subject to the lender's right to substitute the SPD. Enel may accordingly suggest changes to NTPC.</p>	
	Recita I (i)	<p>Review of Principal Lease Agreement to ascertain rights and obligations of KSPDCL under it.</p>	<p>While the Principal Lease Agreement (PLA) has been mentioned in the Recitals, it has not been defined or annexed to the LLA. Under the present bid, unlike the earlier AP bid (NSM-Ghani solar park), the land being allotted to SPDs is pursuant to a sub-lease agreement as opposed to a lease agreement. KSPDCL has entered into an agreement for lease with the land owners and pursuant to</p>	<p>Principal Lease Agreement can not be annexed as a part of LLA, since it is between KSPDCL and land owner.</p>

			<p>this agreement, KSPDCL will sub-let the plots of land to the SPDs. The LLA mentions that the LLA is pursuant to a provision in the PLA which allows for sub-letting the leased land to SPDs for the purpose of setting up of solar generation projects. In light of the fact that the rights accruing to KSPDCL will be determined under the PLA, it becomes imperative for SPDs to review the PLA. The SPD will need to verify what rights KSPDCL has under the PLA and whether the LLA has been issued pursuant to and in compliance with these rights. NTPC may be requested to make available the PLA for the SPD to review.</p>	
	8	Usage of capitalised terms, KSPDCL's rights to allow SPD to create a mortgage in	We note that while 'Demised Premises' is being used in Clause 8 of the LLA to detail provisions pertaining to	It is clarified that the 'Demised Premises' shall mean the 'property as mentioned in schedule 1'.

		<p>favour of its lenders.</p>	<p>mortgaging to lenders; this term has not been defined. In the absence of a definition, the use of 'Demised Premises' in capitalized terms is likely to cause an ambiguity. We further note that Clause 7 refers to 'land as at Schedule "1"' and refers to the property being leased (as mentioned in Recital (g)). It seems likely that the property being detailed (inter alia) in both these clauses is the same; we recommend that Enel request NTPC to define 'Demised Premises' to mean the same as 'land as at Schedule '1" and refer to the defined term in the LLA including in Clause 8. We further note that prior permission of KSPDCL (in writing) is required before creation of a mortgage. In our view no such permission should be required from</p>	<p>The provision is as per MNRE's model LLA document. Hence, bidders request can not be considered</p>
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			KSPDCL if the SPD is mortgaging the land in favour of lenders to raise debt finance. Further KSPDCL may be required to represent that it has valid rights under the PLA to allow creation of mortgage by the SPD under the LLA.	
	2	Definition of lease period, continuation of LLA after termination of PPA for KSPDCL's default	The manner in which lease period has been defined in the LLA is ambiguous, as it refers to "useful life of the plant" and explains it to mean 25 years from the "date of commercial operation of the project". It is unclear whether the "date of commercial operation of the project" intended to mean 'Commercial Operation Date' under the PPA or the ISA (there is further ambiguity between the definitions under both the documents as we have already discussed in our analysis of the ISA). Enel may consider requesting	The definitions of commercial operation dates as defined in the LLA has been modified to be on par with PPA.

			<p>NTPC to modify the definition of 'Lease Period' under the LLA to align it with the provisions of the PPA. Further, if the PPA is terminated for KSPDCL default or for reasons not attributable to the SPD, the SPD should have the right to sell power to third parties and to that extent the LLA should not automatically terminate upon termination of the PPA. Enel may request NTPC to make this amendment.</p>	
	3	<p>timing of execution of LLA and subsequent handover of land to SPD</p>	<p>We note that while this Clause requires KSPDCL to hand over land within 15 days of signing the LLA; there is no consequence mentioned in this clause for the failure to do so. As a condition subsequent under the PPA, which is to be fulfilled within 210 days from the signing of the PPA, the SPD is required</p>	<p>LLA will be executed simultaneously upon execution of the PPA and the ISA.</p>

			<p>to provide NTPC with necessary documents to establish possession over the required 'land/Lease Agreement'. Execution of the ISA is also a condition subsequent. While the PPA sets out a long stop date for execution of the LLA and the ISA, it does not provide a minimum period for the same. Note that the PPA provides for only a time extension, and no cost relief, in case of delay in achieving financial close or commissioning on account of delay in grant of land. We therefore recommend that Enel request NTPC to clarify that the LLA will be executed simultaneously upon execution of the PPA and the ISA.</p>	
	4.2	payment of annual lease rent	<p>Clause 4.2 of LLA mentions that annual lease for the first financial year is payable on a prorata basis on or</p>	<p>Payment of Annual Lease Rent has been modified. The modified LLA is uploaded in the</p>

			<p>before signing the agreement. In this regard, Enel may consider requesting NTPC to modify the clause to read that the annual lease for the first financial year to be payable on a prorata basis on and from the date of handing over possession of the land. Further, on a related point, since the annual lease payable for the first financial year is payable on a prorata basis, the annual lease for the last financial year should ideally also be payable on a prorata basis. Given that this relaxation is made available for the first financial year, Enel may consider requesting NTPC to accord such a relaxation for the last financial year as well.</p>	KSPDCL website
	Variou s	capitalised terms not defined	<p>Under the LLA, several capitalized terms are used, however, they are not defined. These terms include, for</p>	<p>Since the capitalised terms are regular/commonly used words and are more elaborated in the body of</p>

			<p>example, Bank, Solar, Taxes & Duties, Land, and Site. The use of these terms in capitals, without them being defined under the LLA creates further ambiguities in construing the provisions of the LLA. We recommend, Enel seek clarity from NTPC on the meaning of these terms and accordingly request NTPC to define them.</p>	<p>the agreement, no specific definition is required for the capitalised words.</p>
	4.3	stamp duty and registration charges on the LLA	<p>Under the LLA (Clause 4.3), the SPD is required to pay all taxes and duties arising from its operation of the project. In addition to any taxes and duties that may be applicable to the project, the SPD will be required to bear the cost of payment of stamp duty and registration charges on execution of the LLA. We are in the process of ascertaining the applicable stamp duty on the sub-</p>	<p>The request to exempt stamp duty and registration charges in respect of land sublease agreement will be taken up with GOK for consideration.</p>

			<p>lease and will shortly provide you this information. We recommend that Enel requests NTPC to amend the LLA to require the payment of these taxes and duties by the KSPDCL. In the event NTPC does not accede to this request, Enel should factor these costs in their financial model accordingly.</p>	
	4.4	default interest	<p>Under the LLA, the penalty for delayed payment of annual lease rent or any other bill attracts interest @ 24% p.a.; however, we note that under earlier NSM bids such as the AP bid (for Ghani solar park in Andhra Pradesh, this amount was fixed at 18%). Given the escalation, we note that this provision is more onerous towards the SPD. Accordingly, we recommend Enel to request NTPC to amend the interest rate back to 18% or any other lower</p>	<p>MNRE has released the model LLA agreement in October 2015. Default interest provision has been made in accordance with this model agreement.</p>

			amount.	
	5.1	timing of opening of LC; consequences of failure to open LC; format of LC and bank certificate on LC reinstatement	The LLA requires the SPD to open an irrevocable, unconditional revolving letter of credit in favour of APSCL within 30 days of signing of the LLA. Failure to open the LC results in "invalidating" the agreement. We believe that this provision seems too harsh and Enel may consider requesting NTPC to delete it. At the very least, NTPC may be asked to provide a longer timeframe for establishing this letter of credit. Additionally, the obligation to open the LC should be upon handover of the land to the SPD and not within 30 days from signing the LLA. Given that no particular format is prescribed under the LLA, Enel may seek a clarification from NTPC regarding the	Request of the Bidder can not be considered, since the provision is as per MNRE model agreement.

			<p>requirement of the letter of credit to be in any particular format or in the alternative confirm that there is no particular format. On another related note, in case of drawal of letter of credit by KSPDCL, the SPD is required to re-instate the letter of credit within 7 days from such drawal. The SPD is required to submit a certificate to this effect from the bank providing the letter of credit. Enel may seek a clarification from NTPC on the format of the certificate required to be submitted by the bank once the letter of credit has been reinstated or in the alternative confirm that there is no particular format.</p>	
5.6	performance guarantee	bank	<p>We note that the earlier bids of the NSM, particularly the AP bid for Ghani solar park did not include the</p>	<p>Providing PBG in LLA has been deleted and suitable modification has been incorporated in the modified LLA</p>

			<p>requirement of a performance bank guarantee (PBG). Under the PBG clause in the LLA, the SPD is required to submit an irrevocable, unconditional revolving bank guarantee to the KSPDCL within 30 days from signing the LLA (equivalent to the annual lease rent for the forthcoming financial year). Non compliance with this provision invalidates the agreement. Moreover, in cases of encashment the PBG is required to be reinstated within 7 days; and a certificate is required from the bank to this effect. We note that this requirement was not present for the earlier NSM bids and hence Enel may request NTPC to delete this requirement. Further, NTPC may also be asked to appreciate that invalidation of the agreement for non-</p>	<p>which is hosted in the KSPDCL website. LLA provisions are in line Andhra Pradesh document.</p>
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			<p>compliance with this Clause is too harsh a provision and may be requested to amend it accordingly. Lastly, NTPC should clarify if there is any particular format required for the submission of the certificate required from the bank or in the alternative confirm that there is no particular format.</p>	
	6	<p>meaning of 'regulate common facilities'</p>	<p>Under this clause, in the event an LC is not re-instated within 7 days, the KSPDCL has a right to 'regulate the common facilities'. It seems unclear what the meaning of 'regulate the common facilities is'. Enel is advised to seek a clarification from NTPC on the meaning of right to 'regulate the common facilities'.</p>	<p>The term common facilities shall mean the infrastructure facilities provided by KSPDCL to SPD for facilitating evacuation of power from SPDs.</p>
	7.2	<p>KSPDCL obligation to provide unrestricted, absolute,</p>	<p>Clause 7.2 requires the SPD to acknowledge that it has received</p>	<p>The provision is as per MNRE's model LLA document.</p>

		vacant and peaceful physical possession of land under LLA	<p>“unrestricted, absolute, vacant and peaceful physical possession” of the property mentioned in Schedule 1. While we do not find any particular risk with this clause, in our opinion, Clause 7.1 should set an obligation on the KSPDCL to provide, “unrestricted, absolute, vacant and peaceful physical possession”. We note, however, that Clause 7.1 only imposes an obligation on KSPDCL to provide 'vacant' possession. Enel may consider requesting NTPC to amend Clause 7.1 to bring it in conformity with the requirement on the SPD under Clause 7.2.</p>	Hence, bidders request can not be considered.
	7.9	damage to land	Under Clause 7.9 the SPD is not permitted to do any act 'which is destructive or permanently injurious to the property as at Schedule “1” and	<p>The provision is as per MNRE's model LLA document.</p> <p>Hence, bidders request can not be considered.</p>

			degrades its commercial value'. We recommend Enel to request NTPC to amend this clause to exclude any damage caused to the land as a result of works to be carried out on the land to develop the solar project and to also exclude normal wear and tear typically associated with development of solar projects on the land.	
	7.10'	maintenance of property	Under Clause 7.10 the SPD is required to maintain the property and the sanitary condition of the property to the satisfaction of the KSPDCL. There are no parameters on the basis of which KSPDCL will evaluate SPD's performance of this obligation. We recommend Enel request NTPC to clarify this ambiguity.	The provision is as per MNRE's model LLA document. Hence, bidders request can not be considered.
	7.11	inspection by KSPDCL	Under Clause 7.11 the SPD is required to allow KSPDCL officials to enter the	The provision is as per MNRE's model LLA document.

			<p>property as at Schedule '1' to inspect its condition.. There is no reasonability threshold mentioned here. We recommend Enel request NTPC to provide for a carve out for a reasonability threshold in this clause (i.e. officials may be allowed to inspect the property at all 'reasonable' times during business hours with a 24 hour notice period).</p>	<p>Hence, bidders request can not be considered.</p>
	7.12	<p>SPD's assessment of activities required to develop the project</p>	<p>Under Clause 7.12 the SPD is allowed to carry out such activities which in the opinion of KSPDCL is fit to render the land fit developing the project. While, reasonable restrictions such as the one provided in Clause 7.9 may be imposed on the SPD, it remains unclear why the KSPDCL should decide on which activities are required for making the land fit for developing the project.</p>	<p>The provision is as per MNRE's model LLA document. Hence, bidders request can not be considered.</p>

			In our opinion, the language of this clause should be amended to allow for activities to be carried out which in the opinion of the SPD is necessary to carry out the project. We accordingly suggest that Enel request NTPC to make appropriate changes to the wordings of this clause.	
	8 and 16	SPD's express right to assign the LLA in favour of lenders; lender's right to substitute the SPD	<p>Under Clause 8 only mortgaging of the leasehold interest is allowed by the SPD in favour of lenders. In addition to the right to mortgage, the LLA should provide a clear right to the SPD to assign its rights in favour of lenders.</p> <p>Additionally, in order to enhance bankability, we would also recommend that the lender's right to substitute the SPD be provided under this contract as is the case under the</p>	<p>The provision is as per MNRE's model LLA document.</p> <p>The request made by the Bidder can not be considered.</p>

			PPA and any right of KSPDCL to terminate the LLA should be subject to the lender's right to substitute the SPD. Enel may accordingly suggest changes to NTPC.	
11 and 12	Materiality threshold for termination; Lender substitution rights prior to termination; SPD's right to terminate for KSPDCL default and compensation	The current termination provision does not provide for any materiality threshold for the SPD's breach upon which KSPDCL may terminate the LLA and neither does it provide a right of the lender to substitute the SPD prior to termination. The current provision also does not provide the Lessee with a right to terminate the lease deed for a Lessor default and any compensation that may be provided to the SPD upon such termination. We recommend Enel to request NTPC to modify the clause accordingly to clarify these aspects.	The document of ISA and LLA has been prepared in line with Andhra Pradesh Document.	

	13.2 and 13.3	jurisdiction of electricity regulatory commission to adjudicate disputes; appointment of arbitrator; joinder of disputes	<p>While LLA provides for dispute resolution by the Appropriate Commission, we are unable to confirm if the reference of the dispute to the electricity regulatory commission would apply in this case. This is because under the Electricity Act, regulatory commissions are empowered to resolve disputes only between a generating company and a licensee and from the information available in the public domain we are unable to verify if KSPDCL is a licensee.</p> <p>The LLA also provides for a dispute resolution through a sole arbitrator which will be Additional Chief Secretary to Energy Department, Government of Karnataka. Ideally a more neutral arbitration process would</p>	The document of ISA and LLA has been prepared in line with Andhra Pradesh Document.
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			<p>be preferred, such as the one provided in the PPA, which allows each Party to select one of the arbitration panel members and then has the nominated arbitration members select a third person to chair the panel. This is more in line with market practice.</p> <p>Further, we would have liked to see a joinder of disputes provision linking disputes under the ISA, PPA and the LLA. However, this has not been provided and this could lead to a gap/delay in effectively resolving similar disputes across these three documents in a timely manner. Enel may consider requesting NTPC to modify the provision in dispute resolution clause relating to referring a dispute to an electricity regulatory</p>	
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			<p>commission, to make it subject to requirement under the applicable law requiring a dispute to be referred to an electricity regulatory commission.</p> <p>NTPC could also be requested to provide a more neutral arbitration process, similar to the one provided in the PPA, which allows each Party to select one of the arbitration panel members and then has the nominated arbitration members select a third person to chair the panel.</p> <p>NTPC may also be asked to clarify if all similar disputes under the PPA, ISA and the LLA could be joined together to be adjudicated under a single arbitration proceeding.</p>	
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	NA	survival clause	We note that under the LLA there are no express provisions dealing with survival. We recommend that a similar clause on Survival as contained in the ISA should be incorporated here.	Noted. Suitable modification has been incorporated in the LLA
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Clarification of KSPDCL on the queries sought by prospective bidders for the NTPC's pre bid meeting held on 13-01-2016.

SI No	Clause	Existing Clause	Query	Reply
	RfS 3.6	Solar Park & its location: The information related to Solar Park may be obtained from SPIA.	The details reg. land price and other maintenance costs etc. to be paid to SPIA are not available. Kindly provide the same.	The charges Payable to KSPDCL by Solar Power Developers is available in KSPDCL website www.kspdcl.in
	RfS 3.9.2 (v)	Connectivity with the grid: STU/CTU shall endeavor to match the commissioning of the transmission system with the commissioning of the solar projects.	Please confirm that CTU/STU would commission the transmission system in a timely manner. In case of delay, kindly mention the measures	KSPDCL has invited tender for establishing 8 nos. of 220/66kV pooling stations & are expected to be commissioned by April 2017 (4 stations) & Sept 2017(4 stations). PowerGrid has also invited tender and the commissioning of 400/220kV station will match with the commissioning of pooling stations. However, as per the Rfs document,

				SPDs shall not be entitled to any deemed generation in case of any delay in connectivity to the project.
RfS 3.24 iii)	Selected SPDs will have to submit a PBG of 10% of the total PBG amount (Rs 3.0 lakh/MW) to SPIA while signing an Implementation Support Agreement with SPIA/State Agency	Validity of PBG amount of Rs 3.0 lakh/MW to be submitted to SPIA is not given. Please mention the same.		The revolving PBG provision has been deleted from both LLA and ISA. However, PBG for Rs. 3 Lakhs/MW shall have to be provided by SPD in terms of ISA and NTPC RFS document to KSPDCL and the validity of the said PBG shall be 19 months from the date of signing of PPA. To that extent ISA has been modified and modified version of ISA is available in the KSPDCL website.
		Does the selected developer need to get registered with the State Nodal Agency in Karnataka for facilitation of the projects ?		Yes. Solar power developer has to register with KREDL (state Nodal agency) for obtaining fiscal incentives and concessions from competent authorities by paying facilitation

-			charges of Rs.10,000/-MW as per the Solar Policy 2014-21 of GoK
-		Copy of Implementation Support Agreement to be shared with bidders shall be provided.	Copy of model Implementation Support Agreement is available in KSPDCL website www.kspdcl.in
-		Costs related to Solar Park, Plot layouts and CAD Drawings, Land lease agreement to be shared with bidders shall be provided.	The charges Payable to KSPDCL by Solar Power Developers , land lease agreement, autocad drawing etc., are available in KSPDCL website www.kspdcl.in
Clause 5.2 Land Lease Agreement	Letter of Credit (LC) and Payment Security Mechanism The LC shall be established for a minimum period of one year and shall be renewed annually for the amount equal to annual lease rent as specified in Schedule	The lump sum payment of LC puts additional financial burden on the developer and directly affects the project viability, being a part of Project Cost As, a developer is paying	Even though, the developer has paid the annual lease amount in advance, as a recourse the developer has to furnish LC to KSPDCL to guarantee the lease amount for the next financial year.

		<p>"2"+ applicable service tax for that particular financial year. Lessee shall ensure that LC remains valid at all times during the entire/extended validity period of this Agreement. LC shall be renewed not later than 30 days prior to expiry of existing LC.</p>	<p>the Annual Land lease in advance, we kindly request not to charge this additional charges, as this an additional financial burden on the Developers and eventually causing project costs to increase and affect viability of Solar Projects in the State.</p>	
	<p>Clause 6.5.1 Implementation and Support Agreement</p>	<p>Performance Bank Guarantee : The SPD shall submit an irrevocable unconditional revolving Performance Bank Guarantee (PBG) to KSPDCL issued from a public sector / scheduled commercial bank within 30 days from the date of signing of this</p>	<p>The lump sum payment of PBG puts additional financial burden on the developer and directly affects the project viability, being a part of Project Cost As, a developer is paying the Annual O&M in advance, we kindly request not to charge this additional</p>	<p>The revolving PBG provision has been deleted from both LLA and ISA. However, PBG for Rs. 3 Lakhs/MW shall have to be provided by SPD in terms of ISA and NTPC RFS document to KSPDCL and the validity of the said PBG shall be 19 months from the date of signing of PPA. To that extent ISA has been modified and modified version of ISA is</p>

		<p>Implementation and Support Agreement in the form attached hereto as Schedule "2". The Performance Bank Guarantee equivalent to applicable annual O & M charges for that particular financial year shall have to be furnished under this Agreement in favour of KSPDCL to guarantee the payment of annual O&M charges payable to KSPDCL by SPD within the time specified in this Agreement. Failure of SPD to furnish and maintain PBG as stated above invalidates this agreement.</p>	<p>charges, as this an additional financial burden on the Developers and eventually causing project costs to increase and affect viability of Solar Projects in the State.</p>	<p>available in the KSPDCL website. .</p>
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<p>Clause 6.9.1</p> <p>Implementation and Support Agreement</p>	<p>Letter of Credit (LC) and Payment Security Mechanism</p> <p>SPD shall establish an irrevocable unconditional revolving Letter of Credit (LC) in favour of KSPDCL with a public sector / scheduled commercial bank (as per the list to be provided by KSPDCL) within 30 days from the date of signing of this agreement. The LC shall cover annual O&M charges payable to KSPDCL for that particular Financial Year. Failure of SPD to open the LC as stated above invalidates this agreement.</p>	<p>The lump sum payment of PBG puts additional financial burden on the developer and directly affects the project viability, being a part of Project Cost</p> <p>As, a developer is paying the Annual O&M in advance, we kindly request not to charge this additional charges, as this an additional financial burden on the Developers and eventually causing project costs to increase and affect viability of Solar Projects in the State.</p>	<p>Even though, the developer has paid the annual lease amount in advance, as a recourse the developer has to furnish PBG to KSPDCL to guarantee the O&M charges for the next financial year.</p> <p>This provision is in accordance with MNRE model agreement and Andhra Pradesh Agreement.</p>
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			<p>Please clarify, that the LC & PBG towards Annual Land Lease Fee and LC & PBG towards Annual O & M charges, are to be paid over and above the , PBG of INR 3 Lakhs/MW towards the Implementation Agreement of SPIA</p>	<p>The revolving PBG provision has been deleted from both LLA and ISA. However, PBG for Rs. 3 Lakhs/MW shall have to be provided by SPD in terms of ISA and NTPC RFS document to KSPDCL and the validity of the said PBG shall be 19 months from the date of signing of PPA.</p> <p>To that extent ISA has been modified and modified version of ISA is available in the KSPDCL website. .</p>
			<p>Request you to please clarify that the developer has to pay Annual Land Lease and Annual O&M charges, in advance , over and above:</p> <p>The LC & PBG towards Annual Land Lease Fee</p>	<p>The revolving PBG provision has been deleted from both LLA and ISA. However, PBG for Rs. 3 Lakhs/MW shall have to be provided by SPD in terms of ISA and NTPC RFS document to KSPDCL and the validity of the said PBG shall be 19 months from the date</p>

			<p>LC& PBG towards Annual O&M charges</p> <p>PBG of INR 3 Lakhs/MW towards the Implementation Agreement of SPIA</p>	<p>of signing of PPA.</p> <p>To that extent ISA has been modified and modified version of ISA is available in the KSPDCL website.</p>
	SPIA and Location of Solar Park		<p>Request you to provide the following details with respect to the Pavagada Solar Park:</p> <p>(i) Plot demarcation for each project inside the solar park including the AutoCad version of the layout with geophysical features marked.</p>	<p>Autocad version is available in the KSPDCL website. www.kspdcl.in</p>

			<p>(ii) Actual usable area free from encumbrances for each plot.</p> <p>(iii) Geotechnical report, soil resistivity report and water quality report for the solar park</p> <p>(iv) Please clarify the availability of straight road from asphalt road to Blocks 6 and 7 (Presently, it is kaccha road through the village)</p> <p>(v) Location of 400 kV PGCIL substation and 33 kV Pooling Substation, along</p>	<p>The land earmarked for solar park is free from encumbrances.</p> <p>Reports on Geotechnical, soil resistivity and water quality are available in KSPDCL website www.kspdcl.in</p> <p>Internal infrastructure like Roads and Drains will be made available by September 2016.</p> <p>POWERGRID has proposed to construct 400/220 kV station within</p>
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			<p>with evacuation scheme.</p> <p>(vi) Status of land procurement, land lease charges. Please also provide the details of other costs (both upfront and annual)</p> <p>(vii) Proposed schedule of construction of common infrastructure within the solar park like roads, drains, evacuation</p> <p>(viii) Cable laying scheme.</p>	<p>pavagada solar park premises at Sy Nos 56/1 62 & 63 of Kyataganacharu village. It is to be clarified that the pooling stations should be of 66/11kV not 33/11kV</p> <p>Land required for solar park is being acquired on lease basis. The other details sought by Bidders are available in the KSPDCL website.</p> <p>Internal infrastructure like Roads and Drains will be ready by September 2016.</p> <p>KSPDCL has invited tender for establishing 8 nos. of 220/66kV pooling stations & are expected to</p>
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				<p>be commissioned by April 2017 (4 stations) & Sept 2017(4 stations). PowerGrid has also invited tender and the commissioning of 400/220kV station will match with the commissioning of pooling stations.</p>
	Rfs clause 3.9.2	<p>The Solar Power Plant should be designed for inter-connection with the Pooling Substation at the Solar Park through dedicated transmission line / cable at voltage level of 33kV. Developer will have to connect their project to the pooling substation at 33 kV through dedicated cable/ overhead transmission line.</p>	<p>Please clarify the point of interconnection for the developer and the metering point as the definition in Clause 2 defines "The Interconnection Point / Delivery Point /Metering Point shall be on the LV side of the 400 kV substation."</p>	<p>The point of interconnection for the developer and the metering point as defined in Clause 2 shall hold good. Rfs clause 3.9.2 shall have to be modified accordingly by NTPC. It is to be clarified that the pooling stations should be of 66/11kV not 33/11kV</p>

	STU/CTU shall endeavor to match the commissioning of the transmission system with the commissioning of the solar projects	Request to clarify as to how shall this be assured to give further comfort to the SPD's lenders. STU/CTU should compensate the SPD in case of delay in commissioning the transmission system. The SSPD should get an equal extension in SCOD (in case the Project is not ready) or deemed generation benefit, in case the Project is ready for commissioning.	KSPDCL has invited tender for establishing 8 nos. of 220/66kV pooling stations & are expected to be commissioned by April 2017 (4 stations) & Sept 2017(4 stations). PowerGrid has also invited tender and the commissioning of 400/220kV station will match with the commissioning of pooling stations. However, as per the Rfs document, SPDs shall not be entitled to any deemed generation in case of any delay in connectivity to the project.
	Implementation Support Agreement	Request to please share draft of the agreement at least a month before the bid submission date. Further, request you to provide the final agreement at least two	Copy of model Implementation Support Agreement is available in KSPDCL website www.kspdcl.in

			weeks prior to Bid Submission Date.	
		<p>Role of Solar Park Implementation Agency (SPIA):</p> <p>Obtain statutory & non statutory clearances and to make area development plan within Solar Power Park.</p>	<p>Please specify the list of consents and clearances that the SPIA will obtain and such list for which the developer has to obtain clearances for.</p>	<p>All clearance and approvals required by SPD's except the following shall be obtained by KSPDCL:</p> <ol style="list-style-type: none"> 1. Drawing & safety Approval by Chief Electrical Inspector, GoK. 2. RT and MRT Pre Commissioning approval – RT Department, KPTCL. 3. Project Commissioning and synchronization by – KPTCL and ESCOM

**Sd/-
Chief Executive Officer
KSPDCL**