

Sl no	Clause No.	Existing Provision	Queries	Reply
1	RFS, Format 6.3 B	Format for Performance Bank Guarantee for Solar PV Project	Please delete the witness clause, because heavy stamp duty will be applicable on the quantum of the Bank Guarantee value (eg. In Maharashtra State, it attracts 1%). You may permit Bank Guarantee without the witness clause.	Existing provision retained
2		Multiple Projects at one location	Can a bidder set up 2 or more projects at one location but having separate survey number and separate boundary fencing?	Please refer to amended Clause 3.6
3		Multiple Projects at one location	Is the bidder allowed to quote different tariff rates for the separate capacities being offered from separate projects located at one location.	Please refer to Clause 3.6
4	Clause 3.7.1 EMD Deposit Note:		1) Kindly limit, the EMD Amount to Rs. 10 Lakhs/MW or Rs. 100 Crores whichever is higher in order to invite more participation for higher capacities.	Existing provisions retained
5	Clause 3.7.3 Performance Bank Guarantee Time Schedule		1) Kindly Reduce the PBG Amount from Rs. 20 Lakhs/MW to Rs. 10 Lakhs/MW in order to invite more participation for higher capacities. 2) Further please reduce the PBG validity period to 3 months from scheduled COD	Existing provisions retained
6	Clause 3.1.2 Obtaining RFP Document & Processing Fees		Do we need to submit Bid-processing fees for every financial bids? Please reduce the Bid processing Fees as the technical qualification is only one time. Kindly please clarify if the bidder wishes to participate for 3 projects, whether it has to pay 3 separate processing fees as mentioned?	Please refer Clause 3.1. Bid Processing Fee is capped to Rs 1,00,000 per Bid. Bid Processing Fee is Rs 10,000 per MW of Offered Capacity
7	3.1.2 RFS	Prospective Bidders interested in participating in the Bid process are required to submit their Bids in response to this RFS document along with a non-refundable Bid Processing Fee of Rupees Ten Thousand (Rs 10,000/-) per MW of Offered Capacity subject to a maximum of Rs One Lakh (Rs 1,00,000) for each Bid.. The non-refundable Bid Processing Fee shall be inclusive of service taxes.	Please clarify whether maximum Bid Processing Fee of INR 1 Lakh is applicable per Financial Bid or applicable for each Bid submits.	Please refer Clause 3.1. Bid Processing Fee is capped to Rs 1,00,000 per Bid. Bid Processing Fee is Rs 10,000 per MW of Offered Capacity
8	RFS Clause : 3.3.1 (a)		Please provide example for better understanding	Please refer to amended Clause 3.3
9	RFS Clause : 3.4.2		Please allow upto 50 MW at 33 kV level at 132/33kV and shall have ceiling Tariff of Rs.6.45 / kWh.	Please refer to amended clause 3.4.2
10	3.4.2 (5) RFS	In addition to the above, cascading effect of Allocated Capacity on all the downstream substations connected to the Interconnection Substation shall be taken into account for arriving at Available Capacity for all subsequent allocations. This cascading effect shall apply to 132/33 kV Interconnection Substations and the connected downstream 33/11 kV Interconnection Substation	Request to please list down the 33/11 kV downstream substations for the respective 132/33 kV substations mentioned in Annexure-D	Already provided in Annexure D
11	3.4.2 RFS	Available Capacity at Interconnection Substation: (Refer Table)	For Injection Voltage of 132 kV, request to please permit injection capacity range between 11 MW to 100 MW. In addition, for Injection Voltage of 33 kV, request to please permit injection capacity up to 25MW.	Existing provisions retained
12	RFS Clause 3.4.2 (Last Paragraph Page 15)		If authorized representative changes the capacity after the bid submission - then allow bidder to withdraw the bid without any commercial implications to the bidder and/or allow the bidder to revise the technical and financial bids. This will also include refund of processing fees, EMD etc.	EMD will be preserved only for Allocated Capacity and/or Aggregate Allocated Capacity as the case may be.
13	RFS Clause 3.4.2 (Page 15)		Is this PPA already approved by State Regulators? Else the Zero date should start from approval of Regulators.	Yes. PPA has been approved
14	RFS Sub Clause - 9 (Clearances)		a) When the single Window Policy will be in action from GoTS?	Yes. Please refer to Telangana Solar Policy 2015.
15	RFS Clause 3.6.2 (b)		Please clarify with suitable examples	Please refer to illustrative presentation uploaded on e Procurement website
16	RFS Clause 3.7.2 (c)		Please give formal communication to the unsuccessful bidders about the date of LOI issued to the successful bidders so that unsuccessful bidders can follow up for the return	Yes. The Authorized Representative will announce the Successful Bidders on the website
17	Cost Estimation for Transmission Line & Bay Extension		The cost Estimation shall include only those system items which are constituent of the Transmission Line & Bay System. Laptop/ Desktop / Air Conditioner / Fire Extinguishers are not integral part of this system and should not be in the scope of developer.	Existing provision retained
18	The SCADA Provision		The SCADA provision is in the scope of Transcom / Discom. The developer shall provide only the data which is compatible to the SCADA under the scope of Transcom / Discom. The transmission of data from GSS to SCADA of Transcom / Discom is the responsibility of Transcom / Discom.	Existing provision retained
19	Letter of Credit and Financial Closure		a) If Discom fails to provide the undertaking in writing for provision of L/C along with draft L/C, then Financial Closure may get delayed and even the project execution will get delayed. The developer should not be penalised for the same.	DISCOMS will provide undertaking and draft L/C before financial closure
20	RFS	Provisions related to Bank Guarantee	<b>We submit that the EMD of Rs 10 lakh/MW should be returned back to developer subsequent upon selection of successful bidders rather than converting it to performance bank guarantee. Moreover the validity of performance bank guarantee should be reduced to a maximum of 12 months from PPA considering timelines for project commissioning</b>	EMD will be preserved only for Allocated Capacity and/or Aggregate Allocated Capacity as the case may be.
21	3.3.1 RFS	For the sake of illustration, if the Bidder has specified Offered Capacity as 50 MW and as per the List notified by the Authorized Representative at the time of issue of RFS, Available Capacity at Preference 1 is 60 MW, but Available Capacity at Preference 2 is 10 MW, then Offered Capacity as 10 MW will be considered for First Round of Allocation and the balance 40 MW will be moved to Second Round of Allocation. This modification of Offered Capacity shall be carried out prior to commencement of allocation process as described in Clause 4.1.3 of this RFS	For the sake of illustration, if the Bidder has specified Offered Capacity as 50 MW and as per the List notified by the Authorized Representative at the time of issue of RFS, Available Capacity at Preference 1 is 60 MW, but Available Capacity at Preference 2 is 1-0 60 MW, then Offered, Capacity as 10 MW will be considered for First Round of Allocation and the balance 40 MW will be moved to Second Round of Allocation. This modification of Offered Capacity shall be carried out prior to commencement of allocation process as described in Clause 4.1.3 of this RFS	Yes. Bidders shall take note of Available Capacity while providing the List. All Interconnection Substations in the List shall have sufficient Available Capacity at the time of submission of Bid by the Bidder
22			As per illustration, 40 MW balance capacity shall be moved to Round 2 of Allocation. But as per clause 4.1.3 C (3-a), 40 MW shall be allocated to Successful Bidder in Round 1 Allocation itself if Bidder's Preference 2 substation can accommodate 40 MW.	
23			Please clarify this clause.	
24	RFS Definitions Technology Partner	"Technology Partner" shall mean an entity from which the Bidder proposes to take technology support. This entity can be a Member in more than one Bidding Consortium provided that it does not have more than 10% of equity commitment in each Consortium;	Technology partner should be allowed a larger stake in each consortium as long as they are the minority member	Please refer to amended RFS
25	RFS 3.7.3		PBG value should be revised to Rs. 10 lakhs/MW instead of Rs. 20 lakhs/MW as specified in RFS.	Existing provisions retained
26	RFS 3.5.1		The equity infusion should be in the purview of lender as per their terms and conditions.	please refer to amended Clause 3.5.1
27	RFS 3.6.2 (7a)		The net worth requirements in consortium can be met by any of the members.	Provided Lead Member meets net worth requirements atleast in ratio of equity contribution and Consortium overall meets minimum net worth requirements

28	RFS 3.6.2		Successful bidders should be allowed to choose interconnecting sub-station during project award stage since they are the lowest i.e. of financial bids opening after op g Instead of specifying same in each financial bid at time of bid submission.	Existing provisions retained
29	PPA 6.1 (vii)		Time period for achieving Financial Closure is not practically feasible; hence same should be kept as 210 months from signing of PPA.	Existing provisions retained
30	PPA 3.8.8		The early commissioning incentive should not get the offset against the Bill for the . first Billing Month after the COD of the Project	Please refer to amended clause 3.8.8
31	PPA 5.4			
32	PPA:	Before 30 days prior to the due date of first monthly bill of the generating unit, the DISCOM shall cause to put in place an irrevocable revolving Letter of Credit issued in favour of the Solar Power Developer by a Scheduled Bank (the "Letter of Credit") for one month's billing value.	Collateral security mechanism like default escrow account should also be opened in favour of SPD's, as this will provide more security to SPD's in case of Discom's event of default.	Existing provisions retained
33	General: Land		The various States Govt is providing the Govt land on lease basis or they are setting up the Solar Park for the Solar Project selected under competitive route. Govt of Telangana may identify & allot Govt land to developers for setting up solar PV projects to be awarded under this bid so as to reduce lead	Please refer to the Telangana Solar Policy 2015.
34	General: .	The land has to be procure by the bidder. The State Govt. will not provide any kind of support by allotting the govt land to bidder or not allotting the project on Solar Park		
35	RFP Clause 3.2:	timeline for bidding process.	The timeline for bid submission is too short, considering bidders also need to identify locations/ suitable substations for bidding. Therefore, we request to extend the time by at least one month (15-06-2015).	Bid Deadline has been extended till 30th June 2015
36	RFP Clause no. 3.4.1(6):	The responsibility of obtaining connectivity with the distribution/transmission system will lie with the SPD.	Since TSSPDCL has already identified prospective substations for the purpose of bidding and developers have very limited options of choosing among those SI Clause Clarification Requested/ Suggestions	Evacuation shall be the sole responsibility of the SPD. Existing provisions retained
37	RFP Clause no. 3.5.2(xi):	Whether or not financial resources of Parents / or Affiliates(s) are relied upon to achieve the required net worth, the required net worth has to be infused in the project company before signing of PPA.	Higher equity infusion equivalent to net worth (Rs. 2 crores / MW) may lead to additional funds requirement from bidder as against to actual equity requirement (please refer to the example below). Also, part equity infusion at the time of signing PPA equivalent to net worth will put unnecessary financial burden on developer as the same can be infused at the time of financial closure. E.g. Considering a project cost of Rs. 6.5 crores per MW and with a Debt to equity ratio of 75: 25, the equity requirement works out to Rs. 1.625 crores per MW. Further this equity is normally infused in the proportion of the capex being incurred. In case, if the developers are forced to invest higher equity and too at the time of signing of PPA, it will be not only be additional financial burden on the developers but also will make it difficult to pull out additional amount once it is infused as equity. Therefore, we request to remove this clause, as both, the quantum of and timing of infusion shall unnecessarily lead to no discount on ceiling tariff.	Please refer to amended Clause 3.5.1
38	RFP Clause 3.10.5	Submission of original DD/ PO and BG for EMD	This clause states that the original DD/PO and the BG for EMD should reach TSSPDCL office on or before the date- 16 May 2015 which is one day after the bid submission date. We request to allow more working days post the bid due date to submit the originals.	Existing provision retained
39	General Comments -Part Commissioning		Request you to please incorporate suitable provisions allowing part commissioning of the Projects and applicability of tariff quoted for individual units commissioned	Please refer to Clause 2.1 and Clause 3.8.6 regarding part commissioning. Early commissioning incentives will be applicable for complete commissioning
40	PPA Clause 2.4	The Solar Power Developer, at any time during validity of this Agreement, shall not add any extra solar modules/ equipment more than the Contracted Capacity	Kindly confirm the reason for such restriction as the developers should be encouraged to maintain their performance by adding some additional modules/ equipments. In any case the upper limit of CUF and treatment of any energy generated over and above the upper limit of CUF is well laid out in the PPA.	Existing provisions retained
41	PPA Change in law		The PPA does not provide any provision related to change in law which may put entire project at risk in future. Therefore, we request to include the same in the PPA.	Existing provisions retained
42	Letter of Credit		As per the draft PPA, Discom will pay bill by opening revolving LC for one month. Rather it should be opened for three months at least. In case of default which is after 90 days after expiry of due date, the Company has supplied the energy for 4 months i.e. one month energy for the billing month and three month energy during the default period	Existing provisions retained
43	RFS: Clause 3.6.2 Details of financial bid		It is mentioned that more than one financial bids can be submitted by the bidder, provided that not more than one financial bid corresponds to the same offered capacity and the same list of preferred interconnection substation. Does that mean a bidder can submit two financial bids with different-capacity (i.e say 50 MW and 100 MW) but the preferred list of substation can be common? i.e if the offered capacities are different than the bidder is allowed to indicate common preferred interconnection substations? As the number of EHT 220kV and 400kV substations are limited.. Kindly please remove this clause of not having the common interconnection substation for multiple financial bids.	Please refer to Clause 3.6.2 (b). List of Preferred Interconnection Substations must be mutually exclusive between the Financial Bids
44	PPA: Clause 2.5 For Delivered Energy beyond 25% CUF, the applicable Tariff shall be equal to the 50% of the Quoted. Tariff specified for that Tariff Year		It should be equal to 80 % Of quoted tariff.	Existing provisions retained
45	PPA: Clause 5.2		The DISCOM shall be entitled to get a rebate of 1% of the total amount billed in any billing month for payments made before the Due Date of Payment. Any payment made beyond the Due Date of Payment, the DISCOM shall pay simple interest at prevailing base Prime Lending Rate of State Bank of India and in case this rate is reduced/increased, such a reduced/increased rate is applicable from the date of reduction. Please insert this Clause	Existing provisions retained
46			In case of delay of payment by TSTRANSCO the late payment surcharge should be 1% per month for the actual period of delay	Existing provisions retained
47	Clause .5.4		Kindly increase the payment security as 3 months bill amount as LC.	Existing provisions retained
48	Clause 5.6		Some timeline should be incorporated to resolve the billing dispute: It can be clarified that on failure of Authority to resolve the dispute in stipulated timeline, the billing amount given by SPD should be considered as final	Please refer to Clause 13.2 of PPA
49	Clause 5.9		Rights of DISCOM to adjust previous dues should be restricted to this agreement only.	Existing provisions retained
50	Clause 6.5		Agreement is silent on consequences of non-fulfillment of condition by DISCOM	Please refer to section on DISCOM Event of Default
51	Clause 2.4		Can be incorporate that "without prior consent of DISCOM". It may allow us further expansion.	Existing provisions retained
52	Clause 10.1.1(iii)		Cure period should commence from receipt of notice [instead of issuance date]	Existing provisions retained
53	Clause 12.12		Assignment should be exempted in case of lenders for fund raising	Please refer to amended clause 12.12

54			Agreement is silent on various clauses which includes following: oArbitration oJurisdiction oOther Miscellaneous clauses	Existing provisions retained
55		Remittance of Land cost for the 33 kV provided by the Solar Power Developer at the GSS.	As per the RFS the developers were required to bid available capacity specific to Grid Sub-Station (GSS). It was mentioned that upon winning the project, the Bay will be allocated to the developer. Neither the RFS nor the PPA mentioned that Developers would be required to bear the land cost.	Cost of Land to be solely owned by the Developer. Incentives will be applicable as per the Telangana Solar Policy 2015
56		The Solar Power developer to transfer the Transmission Line and 33 kV Bay assets at GSS to the TS Transcom	We have incurred expenses on development of Transmission Line from plant to GSS and the GSS bay as per PPA conditions. The assets are shown as fixed assets in our books of accounts. The Transmission line and Bay are to be maintained by us for the entire term of PPA. These assets are also mortgaged to our lenders. Hence, the assets cannot be transferred to TS Transcom	Facilities provided at Interconnection Point shall be handed over to the Licensee at Depreciated Value. Please refer to amended Clause 3.2 of PPA
57		Solar Power Developer to remit the Supervision Charges for the Transmission Line and 33kV Bay work	As per the commercial estimates provided by the respective Transcom and Discom offices, we had option to either get the entire job executed through the Transcom or self execute by paying the supervision charges to the Transcom & the Discom. We chose the option of executing the jobs ourselves by paying supervision charges @10% of the total estimate. Hence, we shall not be asked to remit supervision charges again.	Please refer to the the Telangana Solar Policy 2015
58		Provision of SCADA and AMR at the GSS	While we have already accepted as a gesture to provide the AMR at the GSS, we understand that SCADA is Inherent part of the TRANSCOM system and not in scope of power developer. We further emphasise that, we will provide the SCADA compatible data from our system for the use of SLDC if the requisite technical specification is made available to us.	Existing provisions retained
59		Provision of the Air Conditioner, Laptop, Desk Top, Internet Connection and Fire Extinguisher at the GSS	We have provided the C&R panel at GSS which does not require air conditioned atmosphere. Furthermore, we do not understand the necessity of requirement of Laptop and Desk Top specific for our C&R panel at GSS. Hence, we WOJIC like to submit that these 3 equipment are not required for operations related to our Solar Plants. The internet is needed to transmit the data. The transmission of data from the GSS to the SLDC is in the scope of Transcom. -fence, the hardware or software including the Internet connection needed for the transmission is in the scope of Transcom. As regards to tire extinguishers, we would like to submit that the GSS accommodates many systems & components that are owned by transmission Company. As a matter of safety precautions the Transmission company must be having prudent established plans to prevent and mitigate the fire, if any The rationale of providing fire extinguisher specific to our Bay or C&R panel is not very obvious. However, we would not like to compromise or safety will provide fire extinguisher based on the technical specifications provided by the Transcom.	Existing provision retained
60		Registration with SLOG	We are selling the Solar power to the State Discoms under the provisions of the PPA. We request TSSPDCL and TSNPDCL, with whom we have signed the PPA, to register the project with SLDC. As a responsible developer we shall facilitate the Discoms with documentation.	Not applicable
61		Remittance of SLDC charges and the Transmission Charges	As regards to the Transmission Charges and SLDC charges, we understand that these charges are not applicable to the project developers having PPA with the State Utilities, in this case the TSNPDCL and TSNPDCL. Hence, these charges are not tenable to us.	Please refer the Telangana Solar Policy 2015
62		To conduct the Acceptance Performance Test as per Article 3.8 of PPA	The Article 3.8 of PPA does mention the Acceptance Performance Test. In the Solar PV project domain the Acceptance Performance test means the Commissioning of the project preceding the required commissioning tests. All our 4 projects were commissioned as per the above requirements and representatives of the respective Transco and Discom were witness to the commissioning test. The CoD certification by the Discom was issued based on the commissioning report.	Existing provisions retained
63		Provision of Measurement of Harmonics and Reactive Power Compensation	We confirm that Harmonic injection from our system in all the 4 projects is far lower than specified limits of IEEE519 and IEC61000. The harmonic content has been tested as per provisions of IEEE519 and IEC61000 and was found below 3%. Solar projects based on PV principle do not have inductive loads like motors, which contribute to high negative power factor. The power factor from the solar plant is in the range of 0.99 to 0.97, which is far better than the specified values of 0.95 lag to 0.95 lead. Further, it may please be noted that the inverter level power is generated in fact at the unity power factor. Our inverters have inbuilt capability of handling the reactive power up to 30% of its capacity. Hence, any additional arrangement for continuous monitoring Harmonics and reactive power is not necessary. However, we will be measuring periodically these parameters for our record and would be happy to conduct measurement in presence of your representatives as per your advice.	Existing provisions retained
64		Electricity Duty on Sale of Solar Power to State Utilities:	As mentioned during my conversation, this matter has been communicated to us by The Chief Electrical Inspector, Telangana State referring to the Electricity Act of AP 1939, the various GO no. 25, Energy (RES — AI) Department Dt. 23.05.2013 and 63, Energy (RES — AI) Department Dt. 16.11.2013. I am glad to note from you that this Electricity Duty is not applicable for the Solar power sale to State utilities like in our case and a formal communication from Government of Telangana is being issued. We appreciate this positive and proactive action from the Government. We look forward to receiving the said communication.	Please refer to the Telangana Solar Policy 2015
65	RFS		As per the requirement of the RFP document, each member of a consortium shall meet the financial eligibility criteria, in terms of Net Worth requirement, on a proportionate basis. We believe that the purpose is to ensure that the bidding company or consortium has adequate financial capability to implement the Project. Since the lead member of the consortium undertakes to infuse all the equity required for the Project in case other members fail to do so, we request your good office to allow the lead member to meet the Net Worth requirements on its own.	Please refer to Clause 3.5.2 (vii). Lead Member shall meet net worth requirements in ratio of equity contribution and consortium shall overall meet minimum net worth requirements

66	Capacity addition	<p>The newly born state of Telangana is striving to meet the power requirement of its industries, people and other consumers. Considering the state's large demand supply gap the state needs to add generation capacity very rapidly. With long gestation period of Thermal power project and recent fossil fuel scarcity of the country Solar Power can be a game changer for the state. The state of Telangana is blessed with one of the best radiation sites in the country and the same was reflected in the recent round of solar bid invited by TSSPDCL in October 2014. In the same bidding process Telangana has received offered capacity of 1040 MW under Rs.6.999 /kWh at the same time when other states also conducted their solar bids they received higher tariff comparative to Telangana. While TSSPDCL allocated around 500 MW capacity with a cut-off tariff of Rs.6.900 /kWh. This Solar capacity can start supplying power to the state grid in less than 15 month time period.</p> <p>With the solar power developers overwhelming response in the State's Solar sector Govt. of Telangana should increase its target for addition of more capacities through Clean and Green Solar power. This will help in considerably to tide over the power crisis and also bolster future energy requirement of the state. Power is the backbone for the required industrial development of the state and with the promotion of abundant solar energy the state can meet its energy crisis as well as required energy growth for the new industries.</p> <p>Therefore we suggest Govt. of Telangana should add at least add 1000 MW</p>	Will be considered based on the DISCOMS requirements
67	Development of Solar Parks in the State	Development of Solar Parks by private developers and Govt. authorities via joint venture, PPP route should be promoted, its suggested to keep control on land lease / rent of the Solar Parks. Else high lease / rent may keep SPDs away to take lease / rent of the solar park's land.	Please refer to Integrated Solar Policy 2015 notified by GoTS
68	Creation of Evacuation facility and other Infrastructure	Concerned STU / DISCOMS must upgrade and modernize their system accordingly so that the Govt.'s objective can be achieved successfully. More Solar Parks with good infrastructure facilities need to be developed around the state's barren land parcels to avoid land acquisition hurdle faced by solar power developers (SPD). Basic infrastructure like road accessibility, water connection, etc should be provided to the solar power developers and solar parks.	Please refer to the Telangana Solar Policy 2015
69	Removal of Substation based bidding process	Bidders should be free to choose their land and substation till Financial Closure (i.e. 6 month) like central & other state bidding. Change of land should be permitted till the time of Financial Closure vis a vis selection of substation. This will ease the bidder from firming up of land before submitting their bids within such a short time span. Due to substation based bidding large capacity bidders were forced to split their capacity to multiple substations. STU & DISCOM substations must be kept open in the bidding and after winning capacity bidder evaluate the grid feasibility and apply for grid connectivity as per availability of land. New dedicated pooling substations need to be planned by the STU/DISCOMS dedicated for solar capacities in the best districts which receives higher solar radiation.	Existing provisions retained
70	Change of land	Due to substation based bidding the substation is getting freezed at the time of bidding. If a bidder is selected for a substation and his identified land can't be acquired due to some unforeseen reasons then the bidder has to opt for alternative land which means change of his allotted substation. To avoid this kind of situations, we strongly suggest Telangana should allow bidders to submit their land documents with clear possession along with grid connectivity letter at the time of Financial Closure i.e. 6 month.	Land Documents must be submitted on or before Financial Closure. Interconnection substation can not change
71	Submission of part EMD in the form of DD	Bidders were asked to submit part of the EMD in the form of DD and balance in the form of BG. We suggest for submission of whole EMD amount in the form of BG only.	Entire EMD amount is through Bank Guarantee only.
72	Single Bid Processing Fee	Bidders were asked to submit separate Bid processing fee for separate projects. It's suggested that only single Bid processing fee should be applicable per bidding company irrespective of number of bids submitted by any bidding company/Consortium.	Please refer to Clause 3.1. Bid Processing Fee is Rs 10,000 per MW of Offered Capacity subject to a maximum of Rs 1,00,000 per Bid
73	Inclusion of Change in Law clause in the PPA	The PPA document of TSSPDCL of the last round bidding didn't include 'Change in Law'. To protect both developers/sellers and procurers interest 'Change in Law' clause must be included in new bid document. Any changes in taxes, cess, duties, etc should be pass through to the procurers.	Existing provisions retained
74	Removal of Minimum Land Requirement	Minimum land requirement @5 acres/MW should be removed. The land requirement changes based on the technology advancement. Therefore per MW land requirement should be based on requirement of the project technology not based upon any minimum requirement. It'll help the state to maximize the utilization of land resources.	Existing provisions retained
75		Bidder's prior experience of Solar Project development should be included as technical criteria. The minimum project size should be 10 MW. For any project upto 10 MW capacity bidders need not to demonstrate any past experience. However for more than 10 MW capacity bidders need to demonstrate project development experience of 50% of the bidding capacity. Say, a bidder intends to bid for 100 MW capacity then he should demonstrate 50 MW commissioned capacity.	Existing provisions retained
76		3. Annual banking of Power - Annual Banking of power will assist the SPDs to bank their excess power generated during better radiation in Summer/clear days while the banked power may be adjusted during rainy / winter season when generation of the plants is very low.	Please refer to the Telangana Solar Policy 2015
77		4. Waiver of intra-state transmission charges - so that Telangana can become the hub for generating solar power for the entire country - and in lines with no charges currently being levied by CTU for solar power.	Please refer to the Telangana Solar Policy 2015
78		8. Land Use Conversion - Considering the environmentally friendly nature of Solar Projects we request you to consider 100% waiver of land conversion charge for conversion of private land to industrial use for all solar projects. Solar Power Developers should be waived from any other charges/ fees payable for land conversion. 100% exemption from payment of fee and stamp duty for registration/ lease deed charges for the land required for the project, like Govt. of Punjab provide incentives to Solar Power developers.	Please refer to the Telangana Solar Policy 2015
79	Ensure quality of the project	Govt. of Telangana needs to monitor the quality of the project by imposing strong Financial criteria and Technical criteria for the developers. So that developers with past development experience and strong financial capability may be chooses for development of solar projects, solar parks, etc. Govt. agencies may appoint third party consultant/expert agencies for monitoring the quality of the project.	Existing provisions retained

80		CDM	Benefit (if any) earned from the solar project should be remained with the developer only. No sharing of CDM benefit with the procurer.	Existing provisions retained
81	3.1.2 RFS	Prospective Bidders interested in participating in the Bid process are required to submit their Bids in response to this RFS document along with a non-refundable Bid Processing Fee of Rupees Ten Thousand (Rs 10,000/-) per MW of Offered Capacity subject to a maximum of Rs One Lakh (Rs 1,00,000) for each Bid.. The non-refundable Bid Processing Fee shall be inclusive of service taxes.	Please clarify whether maximum Bid Processing Fee of INR 1 Lakh is applicable per Financial Bid or applicable for each Bid submits.	Please refer Clause 3.1. Bid Processing Fee is capped to Rs 1,00,000 per Bid. Bid Processing Fee is Rs 10,000 per MW of Offered Capacity
82	RFS Clause : 3.3.1 (a)		Please provide example for better understanding	Please refer amended Clause 3.3
83	3.4.2 (5) RFS	In addition to the above, cascading effect of Allocated Capacity on all the downstream substations connected to the Interconnection Substation shall be taken into account for arriving at Available Capacity for all subsequent allocations. This cascading effect shall apply to 132/33 kV Interconnection Substations and the connected downstream 33/11 kV Interconnection Substation	Request to please list down the 33/11 kV downstream substations for the respective 132/33 kV substations mentioned in Annexure-D	Already provided in Annexure D
84	3.4.2 RFS	Available Capacity at Interconnection Substation: (Refer Table)	For Injection Voltage of 132 kV, request to please permit injection capacity range between 11 MW to 100 MW. In addition, for Injection Voltage of 33 kV, request to please permit injection capacity up to 25MW.	Existing provisions retained
85			b) Non availability of L/C from Discom shall be treated as Discom event of default.	
86			c) No penalty shall be levied on developer if L/C is not provided by Discom as per PPA provisions.	
87	RFS 3.2	Timelines for bidding process 5. Bid Deadline i.e. Last Date for submission of Bids : 15-05-2015 17.00 Hrs	Bid deadline should be extended minimum by 30 days i.e. upto 15-06-2014 17:00hrs.	Bid Deadline has been extended till 30th June 2015
88	Schedule Commercial Operation		1) For more than 25 MW capacity project, COD period of 12 month is not sufficient considering the risk in . land acquisition and evacuation. Request you to kindly please increase the COD period to atleast 18 months for more than 25 MW capacity Project.	Please refer to amended clause in RFS.
89	RFS: Clause 3.4.1 (Scope of Project) SubClause - 4 (SCOD)		The RFS has 12 months for any capacity of the project. Please make it 24 months for projects above 25 MW capacity.	Please refer to amended clause in RFS.
90			a) The incentive eligibility shall be considered based on only the COD Certificate issued by the concerned Discom.	Incentive shall be applicable only upon demonstration of full contracted capacity
91			b) The incentive amount must be disbursed within 30 days of COD Certificate issued without any other issues and requirements raised subsequent to COD.	Incentive amount shall be disbursed along with the Bill for the first month after COD
92	RFS: Clause 3.23 Commissioning Schedule & penalty for Delay in commissioning		LD penalty should be reduced from 3 Lakh/MW/day to 1 Lakh /MW /day for delay up to 1 month, 7 Lakh/MW/day to 3 Lakh /MW /day delay more than 1 month and less than 3 month, 10 Lakh/MW/day to 5 Lakh /MW-/day delay more than 3 months and less than 5 months..	Existing provision retained
93	RFS 3.4.1		Time period for achieving COD is on very tighter side considering issues related to land acquisition, ROW for transmission line etc. The COD should be kept as 18 months from signing of PPA.	Please refer to relevant Clause in amended RFS
94	RFP Clause no. 3.4.1(4):	Schedule commercial operation date (SCOD)	10 months' time for commissioning is not sufficient for larger size projects considering the amount of work to be done before starting construction. For example, land acquisition and getting NA itself takes 5-6 months.	Please refer to relevant Clause in amended RFS
95	PPA Clause 6.1 (vii)		It is also noted that in 500 MW bid earlier the SCOD were allowed within 15 months. Further, last bid (500 MW) has been concluded recently and due the timing of current bid it is highly likely that project development and construction activities of both bidding projects will run parallel. Hence we request to extend the SCOD to 18 months for projects under 50 MW and 21 months for projects more than 50 MW.	Please refer to relevant Clause in amended RFS
96	PPA Clause 6.1(viii)	for achieving Commercial Operation Date within 12 months from the date of signing of the Agreement.	The clause do not mention exception of force majeure (Article 9.2). Hence we request to include the same.	Existing provision retained
97	Clause Recital 6, 3.8.5		Target date of COD should be subject to mutual extension / for reasonable clauses. Need to be clarified.	Existing provision retained
98	RFP		Use of agriculture land for the development of Solar Power Plant without requirement of land uses conversion permission.	Please refer to Telangana Solar Policy 2015.
99	RFP		Exemption for obtaining NOC from State Pollution Control Board	Please refer to Telangana Solar Policy 2015.
100	RFS Sub Clause - 9 (Clearances)		b) The discom shall be responsible for obtaining clearances for the project until GoTS policy is announced. Else, please do not penalise the developer for any delay on this account	The Developer shall be solely responsible for obtaining all consents and clearances. However benefits under the Telangana Solar Policy 2015 shall be applicable for the SPD
101	PPA - Article 6 - Undertakings (Clause XV - 1)		The clause "to obtain all Consents, Clearances, and Permits ....." is a most vague provision in the PPA. It has potential to damage developer interest during the project execution. It allows the execution level people from Transcom / Discom to interpret in their own wish. Hence, please list out all those consents, clearances and permits in the PPA. The developer shall be obliged to only the listed items.	The Developer shall be solely responsible for obtaining all consents and clearances. However benefits under the Telangana Solar Policy 2015 shall be applicable for the SPD
102	Clause Recital 4, 6.1(v);		Counter party should support / assist SPD to obtain permission, approvals from various govt. authorities. It should be covered as obligation of Counter party	The Developer shall be solely responsible for obtaining all consents and clearances. However benefits under the Telangana Solar Policy 2015 shall be applicable for the SPD

103	Incentives / Facilities available to Solar Power Projects	<p>We request you to add the following based on similar incentives which are being given by some other states/ Centre for promoting solar power generation</p> <p>1. Exemption from CTE/ CTO - Solar PV power plants are the most eco friendly power generating plants with zero environmental impact. These projects do not impact any of the local natural resources as they are not dependent on any natural resource for power generation. However, the current legislative framework requires the solar developers to go through multiple stages of approvals with respect to environment. The developers are required to obtain consent to establish and then consent to operate from State Pollution Control board. Further, the consent to operate is required to be obtained periodically to continue operation of the Project. While the Solar Projects have zero environmental impact, mandating such Projects to periodically renew their operation permit is redundant and can be done away with. Further the presence of wild life sanctuaries and other eco-sensitive zones, aggravate the situation as the solar projects are looks with the same eye as any other fossil fuel based project. Given the shorter time lines available for implementation of Solar Projects it is impossible to obtain approvals from Wild life boards or other Environmental committees. While the guidelines for declaration of eco-sensitive zones clearly state that Renewable Energy based projects need to be promoted within 10 kms of such sanctuaries or eco-sensitive areas, the pollution control board procedure sometimes mandate the Solar developers to go through the whole process of obtaining approvals from multiple authorities. In view of the above Govt. of Telangana needs to ensure a procedure for doing away with periodical requirement of obtaining any NOC/ consent under Pollution control laws</p>	The Developer shall be solely responsible for obtaining all consents and clearances. However benefits under the Telangana Solar Policy 2015 shall be applicable for the SPD
104	PPA - Clause 6.2		Existing provisions retained
105	(Discom Agreement)		Existing provisions retained
106	Common Transmission Line and Common Injection Point	In case the bidder wants to set-up multiple projects at one location, i.e same village and under same substation, can those multiple projects be permitted to use Single Transmission Line and same Injection Point?	A single project shall be connected to a single Interconnection Substation. But depending on available capacity and provisions as detailed in the RFS, any substation may have multiple Projects connected it
107	RFS Clause 3.4.2 (Second Last Paragraph Page 15)		Developer shall develop Interconnection Facilities and its own cost and expense
108	RFS	Provision related deemed generation owing to non-availability of evacuation infrastructure	Please refer to Telangana Solar Policy 2015
109	RFS: Clause 3.4.2 Available capacity at interconnection substation.		Existing provision retained
110	RFS		Existing provision retained
111	RFS		Existing provision retained
112	RFS 3.4.2		Developer shall develop Interconnection Facilities and its own cost and expense
113			Existing provision retained
114	Deemed Generation due to non-availability of power evacuation network.		Existing provision retained

115	Definition "Ceiling Tariff"	Group 1 Bid: Ceiling Tariff INR 6.45/Kwh Group 2 Bid: Ceiling Tariff INR 6.32 /Kwh	The ceiling limit proposed in the RFS is very low and at such a low tariff, it is not economically viable to set up a solar power plant. It may even lead to lower response. Further, In the previous Bid Process carried out by TSSPDCL for 500 MW, the Weighted Average tariff for Successful bidders (for 500 MW) was INR 6.727 and for all the bidders (For 1849 MW) was around INR 7.14/kWh. For allocating 2000 MW of Solar Power Projects the existing ceiling will act as a deterrent considering the fact that even CERC has come out with the benchmark tariff of INR 7.04/ kWh for the solar projects for FY 2015-16. Hence it is requested that the Ceiling limit should at least be fixed at INR 6.73/kWh for both Groups.	Please refer to amended definition of Ceiling Tariff
116	Definition "Ceiling Tariff"	Group 1 Bid: Ceiling Tariff INR 6.45/Kwh Group 2 Bid: Ceiling Tariff INR 6.32 /Kwh	There should not be different ceiling for Project Capacity under different groups as the Project cost per MW and accordingly, the cost of generation to the Solar Power Developers does not vary with the Project Size. We understand that injection at higher voltages by the higher capacity Projects will translate into financial impact for the DISCOMS in terms of transmission losses/charges payable to TSTRANSCO. But on the other hand, it may be noted that higher capacity solar project will provide the interim solution to the state for meeting the future power requirement given the lower gestation period as compared to other generation sources. To that extent, the state should encourage large scale	Please refer to amended definition of Ceiling Tariff
117	Transmission Losses in Ceiling Tariff (- As per clause 2) for 33 KVA Substation		Please remove this clause. At the base tariff of Rs. 6.45/Unit itself is very low compared to average market tariff derived from recent biddings. And with this deduction of transmission losses from this ceiling limit making the tariff Rs. 6.32 is unviable for many developers. Hence in order to invite more serious participation, kindly reduce this clause and keep the tariff of Rs. 6.45 uniform across the RFP.	Existing provisions retained
118	RFS	Ceiling Tariff considered for the purpose of solar bidding	The RFS document provides that ceiling tariff to be considered for bidding will be Rs 6.45/kWh for bidders injecting into 33/11kV distribution substation and Rs 6.32/kWh for bidders injecting into a 132/33kV or higher voltage levels.	Existing provisions retained
119	RFS	Ceiling Tariff considered for the purpose of solar bidding	We would like to submit that the ceiling tariff to be considered should be the tariff approved by the Regulatory Commission. Since Telangana Electricity Regulatory Commission is yet to notify solar FIT in the state, it is suggested that the ceiling tariff should be as per the recent Central Electricity Regulatory Commission (CERC) Renewable Energy Tariff Order for FY 2015-16. Similar exercise is followed by other states such as Madhya Pradesh, Karnataka etc.	
120	RFS	Ceiling Tariff considered for the purpose of solar bidding	There are concerns that with a ceiling tariff not approved by the Regulatory Commission, the bidding exercise may not be approved. Similar was the case in Tamil Nadu wherein, bidding process was deemed void by the Tamil Nadu Electricity Regulatory Commission.	
121	RFS	Ceiling Tariff considered for the purpose of solar bidding	Thus, we request that ceiling tariff for purpose of bidding should be considered as Rs 7.04/kWh, in line with CERC RE Tariff Order for FY 2015-16, irrespective of the connectivity voltage. <b>Our Submission: - The ceiling tariff for purpose of bidding should be considered as Rs 7.04/kWh, in line with CERC RE Tariff Order for FY 2015-16, irrespective of the connectivity voltage</b>	
122	RFS		1. Reverse bidding from INR 6.32/kWh under Group II is un-remunerative: The tender document specifies a ceiling tariff INR 6.32/kWh for Group 2 bids. We submit here that the Group 1 tariff of INR 6.45/kWh itself is a challenging one and reducing it further does not render the tariffs viable and attractive to investors to participate. We earnestly request the tender authority to reconsider this stance and allow one of the following options: •Allow bid submission from developers without any ceiling tariff and select the ones with the lowest tariff •Allow bid submissions under Group 2 upto INR 6.45+5% and select the ones with the lowest tariff. The ceiling tariff even under this option would be lower than the last bidding round. The ceiling tariff would still be lower than the recent CERC determined tariff as well for solar projects. This option would ensure that the bid submissions are adequate to match up with the MW offered under a realistic scenario and the Government would not be required to run repeated tender programs to fill up the capacity required. This, in turn, would bring solar capacity faster in the State to ease the demand burden.	Existing provisions retained
123	RFS Definitions Ceiling Tariff	Group 1 Bids Bidders injecting into a 33/11 kV distribution Interconnection Substation - Ceiling Tariff is Rs 6.4500/unit Group 2 Bids Bidders injecting into a 132/33 kV or 220/132 kV or 400/220 kV Interconnection substation - Ceiling Tariff is Rs 6.3200/unit	Ceiling tariff for Group -1 shall be 6.45 per unit and for Group-2 shall be 6.58 per unit	Existing provisions retained
124	Ceiling Tariff		TSSPDCL has considered two different tariffs for projects below 8 MW (INR 6.45/kWh) and more than 8 MW (INR 6.32/kWh). Please note that the proposed tariff is too low and will challenge financial feasibility of the project. In the recent concluded bidding of 500 MW, the weightage average tariff was INR 6.72/kWh and since then there is no significant reduction in overall project cost which can be transferred to in the form discount in tariff. Further, CERC has recently released its benchmark tariff for Solar PV of INR 7.04/kWh considering all realistic aspects of project. Hence we request TSSPDCL to revise the ceiling tariff to at least INR 6.72/kWh and invite bidders to offer discount on the same.	Existing provisions retained

125		Payment Security Mechanism.	As you are aware that financial institutions (Project lenders) are always concerned about security for receivables on time, which plays a major role in their decision making process for financing the power projects. In order to address the above concern of the financial institutions (Project Lenders) for timely financial closure of the project, we request TSSPDCL to amend the Article 5 under head "Billing and Payment" of the proposed PPA by inserting an additional clause in the following manner: Collateral Arrangement On or prior to the Effective Date, the Procurer and the Seller shall execute Default Escrow Agreement for the establishment and operation of the Default Escrow Account in favor of the Seller, through which the revenues of the Procurer shall be routed and used as 'poi- the terms of the Default Escrow Agreement. The Procurer and the Seller shall contemporaneously with the execution of the Default Escrow Agreement enter into the Agreement to Hypothecate Cum Deed of Hypothecation, whereby the Procurer shall agree to hypothecate, Incremental Receivables to the extent as required for the Letter of Credit as per Article 5. The Default Escrow Agreement and the Agreement to Hypothecate Cum Deed of Hypothecation are collectively referred to as the "Collateral Arrangement". Provided that the Procurer shall ensure that the Seller shall have first ranking charge on the Receivables in accordance with the terms of the Agreement to Hypothecate Cum Deed of Hypothecation.	Please refer to amended provisions in the PPA
126	PPA - Article 5.0 (Clause 5.3 & 5.5) - Payment Security Mechanism		a) Please confirm that monthly payment shall be disbursed by cheque or RTGS and Letter of Credit shall be the back-up payment security arrangements. Include this in PPA.	Please refer to amended provisions in PPA
127			b) Please provide L/C draft along with revised RFS.	
128			c) Include following clause in the PPA - L/C to be provided before COD of the plant. If L/C is not provided then 1% rebate for the payment disbursement shall not be available for the Discom.	Existing provisions retained
129			d) The 1% rebate is allowed only from the subsequent month after the provision of valid L/C.	Existing provisions retained
130	PPA - Article 5 - Billing & Payment		a) Monthly Joint Meter Reading shall be the responsibility of the respective zonal Discoms and Transcoms. They must adhere to the schedule for the same.	Existing provisions retained
131			b) The respective Zonal Discom office (Dy. Ex. Engr.) shall be responsible for timely issue of final JMR.	Existing provisions retained
132			c) The developer should be facilitated to raise the invoice based on the timely issue of JMR.	Existing provisions retained
133	PPA - Article 5 - Billing & Payment - Clause 5.4 (a)		Where is the question of invoking the Letter of Credit when Discoms have not provided Letter of Credit? Why this clause is included ?	Existing provisions retained
134	PPA - Article 5 - Billing & Payment - Clause 5.9		This clause has sanctity only if Letter of Credit (L/c) is provided by the Discom to the developer. Hence, Discoms should not be allowed to invoke this clause if L/C is not provided. Please include this provision in the PPA.	Existing provisions retained
135	RFS	Introduction of suitable Payment Security Mechanism for Monthly Payments	Moreover an adequate escrow mechanism should also be developed to ensure credit worthiness of the transaction. <b>Our Submission: -</b> a) <b>The letter of credit should cover 3 months of credit.</b> b) <b>As an extension of payment security towards monthly energy payments to developers, mechanism must incorporate an "Escrow Account" in favor of developers.</b>	Existing provisions retained
136	PPA Clause 5.2	The DISCOM shall be entitled to get a rebate of 1% of the total amount billed in any billing month for payments made before the Due Date of Payment.	Whether DISCOM pays on first or last date, rebate is 1%. Rather it should be linked to number of days e.g. in case the payment is made on 15th day then rebate should be decreased accordingly.	Existing provisions retained
137	3.4.1		We request TSSPDCL to increase the SCOD to 24 months from the Effective Date for projects connecting at 132 KV level and above. This would give sufficient time for Land acquisition, as the construction activity from the previous 500MW bid and development activities from this tender will be occurring simultaneously.	Please refer to amended Clause 3.4.1
138	1.15		"Contracted Capacity shall be in MW measured in Alternate Current (AC) terms and shall not change during the tenure of this Agreement." We request the Authority to define AC capacity clearly, for eg:- kVA capacity of the inverter may be defined as the AC capacity.	Existing provision retained
139	2.4		"The Solar Power Developer, at any time during the validity of this Agreement, shall not add any extra solar modules or equipment that shall alter the Contracted Capacity". We request the Authority to remove this clause since the Contracted Capacity is already limited at AC capacity. Provision of such clause would lead to an inefficient system and would not allow the SPD to develop its plant at the full capacity.	Existing provisions retained
140	3.8.8		"The incentive shall be a one-time incentive which shall be offset against the Bill for the first Billing Month after the COD of the Project. If the Billing Amount is less than the incentive payable, then the balance amount shall be adjusted against the Bill for the second Billing Month after the COD of the Project. This offset shall stop after the incentive payable is paid to the SPD." This clause is not clear as the incentive cannot be set-off against the monthly bill which is payable by the Authority.	Please refer to amended Clause 3.8.8
141	Article 6		all the permits and clearances should be achieved within 180 days from the signing of the PPA. However we would like to point out that Electrical Inspection, Transmission line clearances and Synchronization clearances are generally obtained at the time of COD. We request the Authority to amend the clause in the PPA to reflect this. Further, interconnection facility is also require at the time of commissioning so adequate time should be provided for setting up interconnection facility.	Existing provision retained
142	3.1.2		Do we need to submit Bid-processing fees for every financial bids? Please reduce the Bid processing Fees . as the technical qualification is only one time. . Kindly please clarify if the bidder wishes to participate for 3 projects, whether it has to pay 3 separate processing fees as mentioned?	Ten Thousand (Rs 10,000/-) per MW of Offered Capacity subject to a maximum of Rs One Lakh (Rs 1,00,000) for each Bid. So the fee depends on the offered capacity in the particular bid
143	1.19 od PSA		"Holiday" definition	"Holiday" has been replaced with "Statutory holiday"
144	2.6, 3.8.6, 5.5, 6.6, 10.5 in PSA		SPD is defined as 'SPD' or 'Solar Power Developers'; whereas under these clauses, it is referred as 'developer / solar developer ..etc'	Please refer to Amended RFS.
145	2.6 in PSA		During shut down, SPD is authorized to draw the energy restricted to auxiliary consumption. Is it suffice? Please confirm	Existing provision retained
146	5.1		It can be clarified that, Bill can be issued 'on or after the 5th working day... (instead of 'on or before' as mentioned in draft)	Existing provisions retained
147	10.1 in PPA		We request the Authority to include a provision wherein the SPD shall be allowed one year banking in case of Authority default. Further, in case of Authority default, SPD shall be allowed to wheel the electricity to third parties free of cost.	Please refer to Telangana Solar Policy 2015



148	10.1 in PPA		We request the Authority to include a Default Escrow Mechanism in the PPA where the SPD would get a right on the receivables in case of DISCOM defaults.	Existing provision retained
149			We request the Authority to clarify if there are any state policies which assist the selected SPD in Land use change, Stamp Duty Exemption/Waiver or if the Authority would help in identification of Panchayat Land(s) for the project. Also, please provide a copy of these policies if any.	Please refer to Telangana Solar Policy 2015
150			In case of default by the SPD, lenders should be allowed to assign the rights under the PPA and also be given rights to substitute the SPD.	Please refer to amended Clause in PPA
151	10.5.1		LD penalty should be reduced from 3 Lakh/MW/day to 1 Lakh /MW /day for delay up to 1 month, 7 Lakh/MW/day to 3 Lakh /MW /day delay more than 1 month and less than 3 month, 10 Lakh/MW/day to 5 Lakh /MW-/day delay more than 3 months and less than 5 months..	Existing provision retained
152	2.5 of PSA		For Delivered Energy beyond 25% CUF, the applicable Tariff shall be equal to the 50% of the Quoted Tariff specified for that Tariff Year.	Existing provision retained
153	5.4 of PSA		kindly increase the payment security as 3 months bill amount as LC.	Existing provision retained.
154			No provision for Compensation payable to SPD in the event of Force majeure / DISCOM event of default	Existing provision retained.
155	3.8.5		Target date of COD should be subject to mutual extension / for reasonable clauses. Need to be clarified.	Existing provision retained
156	2.4		We request TSSPDCL to allow developers to add modules if required to maintain plant performance levels as the Upper capacity limit of 25% CUF is already defined.	Existing provision retained.
157	12.12		Neither party shall assign this Agreement or any portion thereof to any third party without the prior written consent of the other party which consent shall not be unreasonably withheld. Lenders must be exempted	Please refer to amended Clause 12.12
158	3.5.1		"Further the Bidding Firm must undertake necessary equity infusion towards meeting minimum net worth criteria i.e. INR 0.6 Crores/MW before signing of PPA and INR 1.4 Crores/MW on or before financial closure." An equity infusion of Rs. 2 crores/MW is excessive. We request the Authority to revise the equity infusion to Rs. 1 crore/MW in line with the conditions of other similar Solar PV Projects in the country.	Please refer to amended Clause 3.5.1 & 3.5.2
159	3.5.1		Equity Infusion requirement towards meeting Networth should be allowed to be met at the time of financial closure instead of requiring to show 0.6 Cr/MW at the time of PPA signing. As Land acquisition would be completed by the time of financial closure for required equity infusion.	Please refer to amended Clause 3.5.1
160	3.3.1		List of Preferred Interconnection Substations shall be mutually exclusive across each such Bid submitted by a Company, its Parent, Affiliate, Ultimate Parent or any Group Company which is participating in this Bid process. No single Interconnection Substation shall be a part of two or more Bids submitted by these entities	Existing provision retained
161			The current tender requirements mentions that after execution of PPA, the percentage of Controlling Shareholding of the Bidding Company or Lead Member in the Project Company setting up the Project shall be maintained for a period of one (1) year after COD of Project. This should be relaxed	Existing provision retained
162			<b>Approval of project switchyard for conformity to TSTransco requirements and supervision charges:</b> The utility should allow developers to optimize design of their project switchyard, without affecting grid protection and meeting requirements of the project. As per the present policy, Transco is required to approve the design/ configuration of the project switchyard as per Transco specifications. This includes parameters like boundary wall, size of control room, connectivity equipment specifications, conductor size etc. For example, data transfer from solar plant could be transmitted using multiple channels such as V-SAT, Leased line, PLCC etc. Option of choosing cost effective method meeting grid code requirements should be left to solar developers to decide. Flexibility to the developer should be provided to optimize the specifications without affecting the grid protection would be helpful.Further, the supervision charges should not be collected on the switchyard. It should only be restricted to evacuation line and bay extension.	Existing provision retained.Supervision charges are exempted as per Telangana Solar Policy 2015
163			<b>Compensation for substation land use for bay extension:</b> Transco often requires suitable land for bus and bay extensions by procuring land adjacent to the substation. It is difficult for the developers to organize and buy land adjacent to the SS. An amount based on the prevailing rate in the circle could be collected from the developers instead.	Existing provision retained
164			<b>Option to submit aggregate EMD for the total capacity offered by bidder:</b> It is requested that the bidders may be allowed to submit a single EMD for the aggregated capacity offered in the tender by the bidder. Once the successful bids/ projects are declared, the EMD would be replaced by PBGs for the successful bids. Between LOI and PPA, the bidder can be given the option to replace the aggregated EMD with EMDs specific to the successful bids. The request has been made as project specific EMD requires considerable lead time by Banks. In substation specific bidding, the information on potential site options to submit bids can flow in till the last few days. It could be difficult to create bid bonds for each offered capacity well in advance. This flexibility would allow bidders do more land due diligence and adjust offered capacity at each substation based on diligence on the ground.	Existing provision retained.
165			<b>Increase in CUF cap upto 28% at bid tariff from the existing 25%:</b> SunEdison has always been at the forefront of adopting new technology and we wish to employ advanced solar tracking systems in the projects for the state of Telangana. We have observed that we could add a bigger solar field with tracking mechanism, corresponding to each MW of AC capacity of inverter and upstream AC infrastructure. This would enable us to bid more competitively.	Existing provision retained
166			<b>One financial bid for multiple projects at a substation:</b> According to the RFP conditions, the bidder can submit one financial bid at one location. Our understanding is that the bidder can choose to split the offered capacity at each location as per his design parameters. For eg if the bidder bids offered capacity of 100 MW at Location A, he can set up two projects of 50 MW each connecting to the same substation through independent transmission lines. He also has the option to connect the two projects through a common pooling station. Request you to kindly advise if our understanding is correct in the above.	As per Clause 3.6.1 and 3.6.5, Normally one financial Bid shall correspond to Offered Capacity from one single Project. However in case of fragmentation of offered capacity across multiple interconnection substations the Bidders shall develop number of Projects in line with number of Substations.
167			<b>SBI TT Buying Rate:</b> We request you to allow bidders to use the SBI TT buying rate as on 7 days prior to the bid deadline OR on the date of closing of the accounts in the respective financial year (or the closest day in case of that day being a holiday). Getting quotes from SBI is a time consuming process and if the bid deadline changes it will involve significant rework to compute net worth frequently	Existing provision retained

168			<b>Controlling Shareholding clarification:</b> We request you to confirm our understanding of controlling shareholding clause which states that the bidding company must maintain a controlling shareholding of at least 51% in the project company till one year after COD set up to undertake the project. Further the bidder is free to bring external partners to invest in the project as long as the bidding company shareholding never decreases below 51% until one year post COD regardless of controlling shareholding at the time of signing of the PPA.	Please refer to amended Clause 3.9
169	Clause 2.2 of PPA	“The DISCOM shall pay Tariff to the Solar Power Developer as per the tariff quoted by the Solar Power Developer in the bid. Provided, further that the SPD or the licensee may seek correction / adjustment of the tariffs upon completion 10 years of the project subject to approval of Commission to bring the tariff in line with the realities of that day”.	It will be difficult to have clarity on firm returns over fixed contract period of project, hence we request you to waive off this clause and further keeping in view the vast no. of given substations in bid, we require some more time to strategies in order to offer you competitive tariff.	Please refer to amended Clause 2.2 of PPA
170	Point 4, Page 2		In our view this clause is not consistent with the Telangana State Solar Policy published recently which is providing facility of Single Window Clearance. Hence, we suggest this clause may please be suitably amended to reflect the basic essence of Single Window clearance facility to the investors and the developers.	Existing provision retained
171	Point 6, Page2		This clause says the developer shall achieve the CoD within 12 from the date of PPA signing. We suggest that to bring better clarity this clause should say “12 Months” instead of only “12”	Please refer to amended clause
172	Point 9, Page3	“The terms and conditions of this Agreement are subject to the provisions of the Electricity Act/Rules and also subject to the relevant Regulations, if any, issued by the Telangana State Electricity Regulatory Commission (TSERC) from time to time.”	“The terms and conditions of this Agreement are subject to the provisions of the Electricity Act/Rules and also subject to the relevant Regulations existing on the date of signing the PPA”	Existing provision retained
173	1.13, Page 5	“Commercial Operation Date”/ “Date of Commercial Operation” (“COD”) means the date on which the project is declared by the Solar Power Developer to be operational (which means project is able to inject Contracted Capacity to Grid), provided that the Solar Power Developer shall not declare a Generating unit to be operational until such Generating unit has complied with the conditions of the Clause 3.8 of this Agreement.”	“Commercial Operation Date”/ “Date of Commercial Operation” (“COD”) means the date on which the project is declared by the Solar Power Developer to be operational (which means project is able to inject power to the grid), provided that the Solar Power Developer shall not declare a Generating unit to be operational until such Generating unit has complied with the conditions of the Clause 3.8 of this Agreement.”	Please refer to amended Clause 1.13 of PPA
174	1.26, Page 7	“Installed Capacity” means the sum total of name plate capacity of all the Units of the Project.	“Installed Capacity” means the sum total of name plate capacity of all inverters of the Project.	Existing provision retained
175	1.27, Page 7	“Interconnection Facilities” means all the equipment and facilities, including, but not limited to, all metering facilities, switchgear, substation facilities, transmission lines and related infrastructure, to be installed at the Voltage of Delivery at the Solar Power Developer's expense from time to time throughout the Term of the Agreement, necessary to enable the DISCOM to economically, reliably and safely receive Delivered Energy from the Project in accordance with the terms of this Agreement. The Solar Power Developer has to bear the entire expenditure of Interconnection Facilities for power evacuation as per the approved estimate by the personnel of DISCOM.	“Interconnection Facilities” means all the equipment and facilities, including all metering facilities, switchgear, Air Circuit Breaker, Lightning Arrestor, Lattice Structure, Earthing, cabling, AMR meter, transmission lines to be installed at the Voltage of Delivery at the Solar Power Developer's expense from time to time throughout the Term of the Agreement, necessary to enable the DISCOM to economically, reliably and safely receive Delivered Energy from the Project in accordance with the terms of this Agreement. The Solar Power Developer has to bear the entire expenditure of Interconnection Facilities for power evacuation as per the approved estimate by the personnel of DISCOM.	Existing provision retained
176	2.1, Page 11	Entire Delivered Energy, as mentioned in Schedule 1, at the Interconnection Point for sale to the DISCOM shall be purchased at the Tariff as provided in Clause 2.2 limited to the Contracted Capacity of the Project after the Date of Commercial Operation. Title to the Delivered Energy purchased shall pass from the Solar Power Developer to the DISCOM at the Interconnection Point. Provided the units of energy generated by the SPD prior to the COD of the Project shall be purchased by the DISCOM at the Quoted Tariff as provided in clause 2.2.	Entire Net Delivered Energy, as mentioned in Schedule 1, at the Interconnection Point for sale to the DISCOM shall be purchased at the Tariff as provided in Clause 2.2 limited to the Contracted Capacity of the Project after the Date of Commercial Operation. Title to the Net Delivered Energy purchased shall pass from the Solar Power Developer to the DISCOM at the Interconnection Point. Provided the units of Net energy generated by the SPD prior to the COD of the Project shall be purchased by the DISCOM at the Quoted Tariff as provided in clause 2.2.	Existing provision retained
177	2.2, Page 11	The DISCOM shall pay Tariff to the Solar Power Developer as per the tariff quoted by the Solar Power Developer in the Bid. Tariff for each Tariff Year for the entire term of the Agreement shall be the Quoted Tariff;	The DISCOM shall pay Tariff to the Solar Power Developer as per the tariff quoted by the Solar Power Developer in the Bid. The quoted tariff by the Solar Power Developer shall be the tariff for the entire term of the Agreement.	Please refer to amended Clause 2.2 of PPA
178	2.3, Page 11	The Tariff payable by the DISCOM shall be inclusive of all taxes, duties and levies or any other statutory liability, as applicable from time to time.	The Tariff payable by the DISCOM shall be exclusive of all taxes, duties and levies or any other statutory liability, as applicable from time to time. All the taxes, duties and levies shall be borne by Discom.	Existing provision retained
179	2.4, Page 11	The Solar Power Developer, at any time during the validity of this Agreement, shall not add any extra solar modules or equipment that shall alter the Contracted Capacity.	The Solar Power Developer, at any time during the validity of this Agreement, shall not add any extra solar modules or equipment that shall alter the Contracted Capacity. However, he will be allowed to increase the name plate capacity of the plant so long as he does not exceed the contracted capacity and annual CUF of 25%. This scenario is possible in excessive degradation in the module or non-availability of modules for replacement of existing modules in the event of pre-mature failure or damage.	Please refer to Clause 13.1 of PPA
180	3.1, Page 13	Upon receipt of a requisition from the Solar Power Developer, TSTRANSCO or DISCOM shall prepare an estimate of cost for arranging the Interconnection Facilities for power evacuation at the Voltage of Delivery. The Solar Power Developer has to bear the entire cost of the Interconnection Facilities as per the approved estimate made by TSTRANSCO or DISCOM. Provided that the TSTRANSCO or DISCOM may allow the Solar Power Developer to execute the Interconnection Facilities for power evacuation as per the approved estimate at its discretion duly collecting the supervision charges as per the procedure in vogue.	The standard equipment list, approved names of equipment suppliers and rate list for 11 kV, 33 kV, 132 kV and 220 kV will be available at the website of TSTRANSCO. The Solar Power Developer has to bear the entire cost of the Interconnection Facilities as per the approved estimate available on the TSTRANSCO website. The Solar Power Developer will be required to pay the supervision Charges and submit the copy of the challan to the Single Window created for this purpose. Getting approval from respective TRANSCO and DISCOM will be the responsibility of Single Window office.	Existing provision retained. Please refer to Telangana Solar Policy 2015 available on websites of TSDISCOMS
181	3.8.8, Page 14	This clause does not ensure any time limit for disbursement of incentive payment by the TS Discoms. We recommend that there shall be equal concern from both the developers and the State Discoms to comply with its respective obligations towards each other. There are more than adequate provisions in the PPA to enforce timely compliance from the developer while there needs few improvements in the PPA to enforce timely compliances from the Discoms. Hence, we would like to suggest following to ensure timely disbursement of the incentive payment.	Incentive payment shall be made to the Solar Power Developer within 30 days of issue of the CoD certificate by the Discom. However, any delay in this payment disbursement Discom shall pay interest at the rate of 10% per annum on the incentive amount due to the Solar Power Developer. We also suggest that the foot note#2 under this clause may please deleted avoid any misinterpretation by the authorities at the later date.	Please refer to amended Clause 3.8.8
182	4.4, Page 16	The test check of the main meter and check meter shall be conducted half yearly for their accuracy in measuring the units. Where the half yearly meter check indicates an error in the main meter beyond the limits, but no such error is indicated in the corresponding check meter, billing for the month shall be done on the basis of the reading of the check meter and the main meter shall be replaced immediately. If main meter and check meter indicate an error beyond the limits, billing for the month shall form the basis of the readings of the standby meter, and the main meter and the check meter shall be replaced immediately.	The test check of the main meter and check meter shall be conducted half yearly for their accuracy in measuring the units. Where the half yearly meter check indicates an error in the main meter beyond the limits (What is the limit???. It shall be defined????), but no such error is indicated in the corresponding check meter, billing for the month shall be done on the basis of the reading of the check meter and the main meter shall be replaced immediately. If main meter and check meter indicate an error beyond the limits (????), billing for the month shall form the basis of the readings of the standby meter and the main meter and the check meter shall be replaced immediately.	Please refer to amended Clause 4.4

183	4.8, Page 17	The main meter, check meter and standby meter shall be tested and calibrated once in a Financial Year utilizing a standard meter of 0.02s class accuracy testing meter ("Standard Meter"). The Standard Meter shall be calibrated once in every year at the approved Laboratory by the Government of India or Government of Telangana, as per Terms and Conditions of supply. The testing of meters shall be carried out as per order issued from time to time by TSTRANSCO or CEA scrupulously.	We request more clarity on the provisions in the two clauses viz. 4.4 and 4.8 to distinguish these clauses in distinctive way and remove perception of similarity between them. Is there any conflict between Clause 4.4 and Clause 4.8. What is correct: half yearly testing or yearly testing???	Please refer to amended Clause 4.4
184	4.19, Page 18	The SLDC may instruct the Solar Power developer to back down generation on consideration of grid safety and security or safety of any equipment or personnel is endangered and the solar power Developer shall comply the same. For this purpose, the Solar Power Developer shall provide Data Acquisition System ("DAS") facility compatible with SLDC Supervisory Control and Data Acquisition ("SCADA") system in consultation with SLDC for transfer of online information to SLDC as per TSERC Grid Code and IEGC 2010. (i). SLDC may direct the Solar Power Developer to curtail its VAR or injection in case the security of grid or safety of any equipment or personnel is endangered. (ii). During the Project start-up, the Solar Power Developer shall ensure that the reactive power draw shall not affect the grid performance.	The solar power plants are must-run power plants. Under exceptional circumstances, the SLDC may instruct the Solar Power developer to back down generation on consideration of grid safety and security or safety of any equipment or personnel to which the solar power Developer shall comply. For this purpose, the Solar Power Developer shall provide Data Acquisition System ("DAS") facility compatible with SLDC Supervisory Control and Data Acquisition ("SCADA") system supplied by SLDC. The Solar Power Developer shall provide such data in consultation with SLDC. (i). SLDC may direct the Solar Power Developer to curtail its VAR or injection in case the security of grid or safety of any equipment or personnel is endangered. (ii). During the Project start-up, the Solar Power Developer shall ensure that the reactive power draw shall not affect the grid performance.	Existing provision retained
185	Article 3		We feel there should be a prescribed format to conclude the important activities like Synchronisation and CoD else it shall be open for the 11th hour interpretation and demand from the Transcom and Discom authorities for the various compliances to follow by the Solar Power Developer. Such, requirements at the tag end of the projects are many times surprises and without much rational to it. Such, practices results in to unwarranted time delays. Hence, we suggest including a Prescribed Format for the Synchronisation and CoD certification which shall be followed by all the authorities and the Solar Power Developer.	Existing provision retained. As per Telangana Solar Policy 2015, the Solar Policy cell will assist in coordination for these clearances
186	Article 5		This provision in the PPA in the present form does not bring any clarity how the normal monthly payment to the Solar Power Developer for the sale of Solar Energy shall be disbursed. The entire article #5 gives impression that the provision of Letter of Credit at the payment disbursement mechanism as the front line arrangement where as the normal payment disbursement instrument is either of the modes viz. RTGS/NEFT/Cheque. Hence, we suggest including the following clause in this PPA: <b>Direct Payment:</b> The monthly power purchase payments are through RTGS/NEFT/Cheque or otherwise notwithstanding the fact that a Letter of Credit has been opened, in the event that through the actions of the DISCOM, Solar Power Developer is not able to make a draw upon the Letter of Credit for the full amount of any bill, Solar Power Developer shall have the right to require the DISCOM to make direct payment of any bill by cheque or otherwise on or before the Due Date of Payment by delivering to the DISCOM on or prior to the Due Date of Payment of such bill a notice requiring payment in the foregoing manner. Without prejudice to the right of Solar Power Developer to draw upon the Letter of Credit if payment is not received in full, the DISCOM shall have the right to make direct payment by Bank cheque or otherwise of any bill such that within 30 days after the date of its presentation to the designated officer of the DISCOM, Solar Power Developer shall receive payment in full for such bill. When either such direct payment is made, Solar Power Developer shall not present the same bill to the Scheduled Bank for payment against the Letter of Credit.	Please refer to amended Clause in PPA
187	Article 6, Clause 6.3		"The selection of the Insurance Underwriter, the Sum Insured and the Terms & Conditions of the policy shall be solely decided by the Solar Power Developer"	Existing provision retained
188	Article 10, Clause 10.5 (a to d)		In our opinion the sub-clauses (d) & (e) are conflicting with the preceding sub-clauses (a, b and c). Further, it also conflicts with the principle of natural justice to the Solar Power Developer. In event of delays in execution, the Solar Power Developer is already penalized under the sub-clauses (a, b and c) however, the sub-clause (d) provides another tool to penalize the Developer for the same fault. There should not be double penalty for single fault. Hence, we suggest that since the penalty provisions under the sub-clauses (a, b & c) are sufficient deterrents the penalty provisions under sub-clause (d) shall be deleted from this PPA.	Please refer to amended Clause 10.5 (d) of PPA
189	3.5.2, (6),(10)		Company A has set up a Project SPV for participation as Bidder in the above referenced RFS. The Project SPV will seek financial qualification on the basis of net worth of its Parent (Company A). Company A will demonstrate fulfilment of Net Worth criteria on a day which is not more than seven days prior to Bid deadline. As per the clause 3.5.2 (vi) and (x), we understand this is allowed. However, for avoidance of doubt, we seek your clarification.	Yes.
190			Extension of deadline to 19 June	Bid Deadline has been extended till 30th June 2015
191			Extension of deadline by 3 weeks	Bid Deadline has been extended till 30th June 2015
192	1.13	"Commercial Operation Date"! "Date of Commercial Operation" ("COD") means the date on which the project is declared by the solar power developer to be operational (which means project is able to inject contracted capacity to grid), provided that the solar power developer shall not declare a generating unit to be operational until such generating unit has complied with the conditions of the Clause 3.8 of this Agreement.	*Quantum of energy injected into the grid depends on the instantaneous solar insolation level *The energy meter will record the instantaneous build-up available capacity only Thus, in line with the JNNISM Phase-II standard PPA, 'COD' may be defined as: "COD shall mean the actual commissioning date of the full capacity of the Power Project where upon the SPD starts injecting power from the Power Project to the Delivery Point"	Please refer to amended Clause 1.13 of PPA
193	2.5	For Delivered Energy corresponding to less than or equal to 25% CUF, the applicable tariff shall be as per Article 2.2 of this Agreement. For Delivered Energy beyond 25% CUF, the applicable tariff shall be equal to the 50% of the Quoted Tariff specified for that Tariff Year. The calculation of CUF shall be done on an yearly basis i.e., over the Tariff Year	For energy delivered beyond 25% CUF can be accounted for a tariff at last year's APPC price of DISCOM	Existing provision retained
194	3.1, Para 3,4	In case the project connects to a 33 / 11 kV interconnection substation where available capacity is subject to bay extension and bay extension is not feasible, then the bidder shall procure land and undertake bay extension at its own cost. Further in case the project connects to EHT interconnection substations of 132/33, 220/132 KV and 400/220 KV, the SPD shall invariably pay land cost for bays whether existing or to be constructed, to TSTRANSCO.	Where land for bay is already available in the substation, there is no point for developer to bear the cost of land. This may kindly be deleted Whereas, if the land is to be purchased for construction of new bay, DISCOM/TRANSCO can acquire and purchase the land and the cost of the same may be reimbursed from SPD.	Existing provision retained

195	3.6	Acceptance or Performance Test Prior to synchronizati 0.Ekke. oject as per Clause 3.8, the Solar Power Developer shall be r ed to 46-) he Project certified in accordance with the Acceptance or If rivirXec -Ipst laid down by CEA or TSERC or	Performance test can be demonstrated after the plant is fully commissioned. Thus the test may be conducted after the COD with a 15 day prior notice or as per mutual understanding between the parties.	Please refer to amended Clause 3.6 of PPA
196	Article 6	6.1. (xvi) Satisfaction of conditions subsequently by the SPD: The SPD agrees and undertakes to duly perform and abide by the following activities at the SPD's own cost and risk within six (6) months from the date of signing of this Agreement, unless such completion is affected by any Force Majeure event, or if any of the activities as specifically waived in writing by the DISCOM: (6) To produce the documentary evidence of the clear title and possession of the acquired land at least 4 acres per MW in the name of SPD. (8) Infuse equity of Rs. 0.75 crores per MW of contracted capacity on or before financial closure and additional amount of Rs. 0.45 crores per MW of contracted capacity shall be infused on or before scheduled COD of the project.	•Solar technology is getting advanced day by day, based on the conversion efficiency of the solar modules the land requirement may also change. Thus minimum land requirement criterion should be removed. This will help the State to maximize the utilization of land resources •As the Developer will already provide documents for 'Financial Closure' and PBG wrt the project, thus such provisions of equity infusion with such deadlines are not required. This may kindly be deleted.	Existing provision retained
197	Article 6	6.1. (xvi) Satisfaction of conditions subsequently by the SPD: (9) If the solar power developer that is bidder is an individual or firm or limited liability partnership, the following additional conditions shall be satisfied within six (6) months from the effective date: 3.Statement of arranging requisite finances for the project which is certified by a Chartered Accountant 4.Documentary evidence clearly demonstrating the deployment of adequate personnel fOr the project with a statement indicating their roles, responsibilities and professional experience.	•As the Developer will already provide documents for 'Financial Closure' and PBG wrt the project, thus such provisions of CA Certificate regarding statement of arranging requisite finances are not required. This may kindly be deleted •Regarding deployment of adequate personnel at project site, this is responsibility of SPD. This may also be kindly removed.	Existing provision retained. These provisions are applicable only if SPD is an Individual
198	Article 9	9.2 In the event of a delay in COD due to: (a)Force Majeure Events affecting the Solar Power Developer; or (b)DISCOM Event of Default as defined in 10.2, the scheduled COD shall be deferred, for a reasonable period but not less than 'day-for-day' basis subject to a maximum period of 12 months, to permit the Solar Power Developer or to overcome the effects of the Force Majeure events affecting the Solar Power Developer or DISCOM, or till such time such event of default is rectified by the Solar Power Developer or the DISCOM, whichever is earlier. Provided further that, the validity of Performance Bank Guarantee shall be extended suitably covering the extended period.	SPD events of default shall not be included in force majeure. SPD shall have the prejudice to get deemed generation in case SPD discharges its obligations through performance and DISCOM defaults.	Existing provision retained
199	Default Escrow Agreement Hypothecation Agreement		Kindly include Default Escrow Agreement and Hypothecation Agreement in favour of SPD as a part of payment security mechanism.	Existing provision retained
200	Clause 3.5, Article 3	The solar power developer shall use components or equipment for the SPV complying with approved or minimum technical standards as per the International Electro-technical Commission ("IEC") or Bureau of Indian Standards ("BIS") or technical standards that are prescribed by the Ministry of New and Renewable Energy ("MNRE") as amended from time to time at the cost of the solar power developer.	Will this clause have any Capex- implication for Developers in case of revision/intr oduction of any standard ? <b>Suggestion:</b> <b>The solar power developer shall use components or equipment for the SPV complying with approved or minimum technical standards as per the International Electro-technical Commission ("IEC") or Bureau of Indian Standards ("BIS") or technical standards that are prescribed by the Ministry of New and Renewable Energy ("MNRE")</b>	Existing provision retained
201	Definition 1.1	Definitions, 1.10: "Capacity Utilization factor" ("CUF") means the ratio of total kWh of power generated by solar plant a tariff year and contracted capacity in kW multiplied with number of hours in the same tariff year.	CUF is based on power generated at the solar plant, however Delivered Energy is defined as the energy injected at designated substation of the discom capped at 25% CUF. The clarification being sought on the definition of CUF - Does the Solar Plant mean at DC site or the injection point in the substation <b>Suggestion</b> "Capacity Utilization factor" ("CUF") means the ratio of total kWh (units) of power injected at the "Delivery Point" and contracted capacity in kW multiplied with number of hours in the same tariff year.	Existing provision retained
202	Article 10, Clause 10	a) Delay up to one (1) month — DISCOM shall encash INR 3 Lakhs per MW on per day basis proportionate to the Capacity not commissioned	Language Correction needed <b>Suggestion</b> <b>Delay up to one (1) month — DISCOM shall encash INR 3 Lakhs per MW, for entire month on per day basis proportionate to the Capacity not commissioned</b>	Existing provision retained. Please refer to illustration in the Clause 10.5 of PPA
203	1.44	Selectee means a developer, proposed by the lender pursuant to the terms of this PPA and approved by the DISCOM for substituting the solar power developer for the residual period of the PPA, provided such selectee shall meet the eligibility.	Specification required on the eligibility criteria	Please refer to amended Clause 1.44 of PPA
204	3.8.5	Clause 3.8.5, The solar power developer shall complete the project within timelines specified in this agreement i.e 12 Months from the effective date for projects connected at 33 kV level and fifteen or (15) Months from the effective date for projects connected at 132 kV or 220 kV, and any delay in commissioning of the project shall be subject to the penalties as stipulated in Clause 10.5 of this agreement. After commissioning of the project, the SPD shall invariably register the project with SLDC.	effective date should be "Effective Date" <b>Suggestion</b> <b>Clause 3.8.5, The solar power developer shall commission the Project within timelines specified in this agreement i.e. twelve (12) months from the effective date for projects connected at 33 kV level and fifteen or (15) Months from the "Effective Date" for projects connected at 132 kV or 220 kV, and any delay in commissioning of the project shall be subject to the penalties as stipulated in Clause 10.5 of this agreement After commissioning of the project, the SPD shall invariably register the project with SLDC.</b>	Existing provision retained
205	3.8.8	3.8.8, Commissioning between 90 days of the scheduled COD	Language Correction needed <b>Suggestion</b> <b>Commissioning before 90 days of the scheduled COD</b>	Incentive of INR 5 Lakhs per MW of Contracted Capacity shall be applicable for commissioning before 90 days of the SCOD
206	Article 6, Clause 6.1 (16)	The SPD agrees and undertakes to duly perform and abide by the following activities at the SPD's own cost and risk within six (6) months from the date of signing of this Agreement, unless such completion is affected by any Force Majeure event, or if any of the activities as specifically waived in writing by the DISCOM:	Time period for the mentioned activities in the clause should be changed according to the project size. <b>Suggestion</b> <b>The SPD agrees and undertakes to duly perform and abide by the following activities at the SPD's own cost and risk within six (6) months for 33 kV &amp; Eight months (8) for 132 kV &amp; 220 kV, from the date of signing of this Agreement, unless such completion is affected by any Force Majeure event, or if any of the activities as specifically waived in writing by the DISCOM</b>	Existing provision retained

207	Article 6, 6.1 (16)	Infuse equity of Rs.0.75 crores per MW of contracted capacity on or before financial closure and additional amount of Rs. 0.45 crores per MW of contracted capacity shall be infused on or before scheduled COD of the project.	Equity contribution should not be fixed before Financial Closure. <b>Suggestion:</b> <b>Infuse equity of Rs.0.75 crores per MW of contracted capacity on or before financial closure and additional amount of Rs. 0.45 crores per MW of contracted capacity shall be infused on or before scheduled COD of the project or as stipulated under the Financial Agreement</b>	Existing provision retained
208	Article 10.4.4	After a period of seven (7) days following the expiry of the conciliation period and unless the parties otherwise agreed to the contrary or DISCOM Event of Default giving rise to the Conciliation Period shall have ceased to exist or shall have been remedied, the solar power developer shall be free to sell the Contracted Capacity to any third party of the solar power developer's choice. Provided further that at the end of three (3) months period from the period mentioned in this Clause 10.4.4, this Agreement may be terminated by the solar power developer.	After a period of seven (7) days following the expiry of the conciliation period and unless the parties otherwise agreed to the contrary or DISCOM Event of Default giving rise to the Conciliation Period shall have ceased to exist or shall have been remedied, the solar power developer shall be free to sell the Contracted Capacity to any third party of the solar power developer's choice. Provided further that at the end of three (3) months period from the period mentioned in this Clause 10.4.4, this Agreement may be terminated by the solar power developer. Any difference between the tariff quoted by the third party and PPA shall be compensated by the DISCOM	Existing provision retained
209	Article 10.5, e	The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and payment of Liquidated Damages shall be limited to eighteen (18) months / twenty one (21) months from Effective Date this agreement. In case, the commissioning of the Power Project is delayed beyond eighteen (18) months / twenty one (21) months from the Effective Date of this Agreement, it shall be considered as an SPD Event of Default and provisions of Article 10 shall apply and the Contracted Capacity shall stand reduced / amended to the Project Capacity Commissioned within 18 months / 21 months from the effective date of this Agreement and the Agreement for the balance Capacity shall stand terminated.	Language Correction <b>Suggestion:</b> <b>The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and payment of Liquidated Damages shall be limited to eighteen (18) months / twenty one (21) months from the Effective Date this the commissioning of the Power Project is delayed beyond eighteen (18) months for 33kV / twenty one (21) months for 132 kV &amp; 220 kV from the Effective Date of this Agreement, it shall be considered as an SPD Event of Default and provisions of Article 10 shall apply and the Contracted Capacity shall stand reduced / amended to the Project Capacity Commissioned within 18 months / 21 months from the effective date of this Agreement and the Agreement for the balance Capacity shall stand terminated.</b>	Please refer to amended Clause 10.5 of PPA
210			<p>lease-out Equity Holding Restrictions.</p> <p>The current tender requirements mentions that after execution of PPA, the percentage of Controlling Shareholding of the Bidding Company or Lead Member in the Project Company setting up the Project shall be maintained for a period of one (1) year after COD of Project.</p> <p>As per the current guidelines, developers are required to maintain controlling shareholding in the project company for at least 1 year of COD. These restrictions were introduced in MNRE guidelines when India's solar program was at nascent stage and Government's intention was to encourage only committed and experienced players. Equity restriction was considered as a deterrent to short-term players and may have contributed to successful implementation of initial bids. However, since than India's solar sector has evolved significantly and has produced numerous project developers, EPC contractors and other service providers who have adequate technical and financial capabilities and experience. Today, one would not worry too much about execution of solar projects once awarded through a credible program. This certainly allows the Government to provide more capital structuring flexibility to solar developers.</p> <p>Also, with 100,000 MW of solar target, India is now one of the most aspirational solar markets in the world. To deliver on this massive target, solar developers need to improve on their capital cycle in order to free-up existing capital for next round of projects and also need to raise fresh capital through innovative financing mechanisms such as yieldco. Removing equity holding restrictions after the project has achieved COD would provide adequate flexibility to developers with their capital structuring without compromising on the objectives of the tender program. In the least case, the</p>	Please refer to Clause 3.9.6 of RFS
211			<p>Allow for faster EMD BG returns to unsuccessful bidders considering size of bids:</p> <p>It is submitted here that the bidders are required to submit EMDs to the extent of INR 10 lakhs/MW which would be returned only after issue of LOI to the Successful Bidders. With no limit to the capacity of bid for each project and that for a bidder, the bid from a single company could be to the extent of 100 to 150 MW locking capital for the bidder up INR 10 to 15 crore.</p> <p>In our experience, it has taken considerable time in many instances for the authorities to award LOIs to the successful bidders. The EMDs of unsuccessful bidders is unnecessarily held in case of delays for long time locking up their credit limits and in turn, compromising their ability to participate in other tenders. It is therefore advised to limit holding the EMD BGs upto a maximum period of 30 days after which it will be necessarily returned. This would enable maximum participation by the bidders with the most competitive tariffs.</p>	Existing provision retained
212	Page No. 40 Point No.5.b)	A single Project shall be connected to a single Interconnection Substation only. In case of fragmentation of Offered Capacity, the Successful Bidder shall develop multiple projects in line with number of Interconnection Substations.	Can the bidder develop multiple projects at the same interconnection substation at multiple tariffs. The multiple projects could be developed in close vicinity and bid submissions made at different tariffs.	No
213			Grid availability obligations of Discom / Priority in merit order dispatch, as ~ 4,000 MW of coal fired power is currently under construction	Please refer to Telangana Solar Policy 2015. Grid connected Solar Projects are categorized as must run plants.
214			There are no termination payment provisions for Discom Event of Default. It should be at least two years of estimated revenue from the project.	Existing provision retained
215			Prior consent of Discom required for security creation and perfection?	Existing provision retained
216	Recital 12	TSERC Approval	Please clarify the present status of TSERC Approval. When is the final approval expected? What is the present benchmark tariff and control period in Telengana?	TSERC has approved the Procurement and the PPA.
217	Article 2.3	Payment of taxes and duties	The PPA does not provide for change in law provisions, which is standard with other Utilities. Any introduction of new tax or duty or increase in the present rates on the generation or sale of electricity is generally absorbed by the Purchaser. Project will become unviable if power producer is required to pay any future tax, duty or levy. Please provide for a change in law provision providing for an adequate revision of tariff in such cases.	Existing provision retained
218	Article 3.8.8	Early commissioning incentive	Not clear who will pay the early commissioning incentive. Also kindly clarify how the incentive can be set off against the monthly billing when it will be the solar power developer who is entitled to both – the incentive and the invoice amount.	Please refer to amended Clause 3.8.8
219	Article 5.3	Letter of Credit	Clause not clear.	Please refer to amended Clause 5.4

220		Scheduled Commissioning date is 12 months after signing of the PPA	Since the tender asks for installations in different regions, 12 months is a very aggressive timeline for construction. We request a modification of timeline for construction based on project size: 5 MW – 25 MW – 12 months post PPA signing 26-50 MW – 15 months post PPA signing >50 MW 18 months post PPA signing	Please refer to amended Clause 3.8.5 of PPA
221	PPA 5.2	The Discom shall be entitled to get a discount of 1% of the total amount for payments made before the due date.	A formula may be prescribed to make the total rebate / discount the Discom is entitled to proportionate to the number of days before Due Date of payment that the Discom makes the payment.	Existing provision retained
222	PPA 6.1(xv)(1)	The developer is required to obtain all consents, permits, and clearances required for the supply of power to DISCOM within 210 days from PPA.	Not all consents, permits and clearances will be required within 210 days from PPA. Please change the timeline for obtaining these permits to COD.	Existing provision retained
223	10.5	LDs payable by SPD for delay in commissioning	Please specify that no LDs shall be payable if the delay is attributable to force majeure or any act or omission of Discom.	Please refer to amended Clause 10.5 (d) of PPA
224	12.1	In case of merger or reorganization of Discom, the resulting entity shall take the responsibility of the Discom only if it is able to perform Discom's obligations.	The resulting entity should be made compulsorily responsible for performing Discom's obligations under the PPA.	Please refer to amended Clause 12.10 of PPA
225	12.14	Any tax benefits that TS may get if granted special status to be passed on to the Discom	Request that such tax benefits be shared equally between the SPD and the Discom.	Please refer to amended Clause 12.14
226	Schedule 4	BG Format	The demand made by the Discom on the bank should also contain a statement providing the reason for invoking the BG.	Existing provision retained
227	3.1 PPA	Upon receipt of a requisition from the Solar Power Developer, APTRANSCO/DISCOM will prepare an estimate for arranging Interconnection Facilities for power evacuation at the Voltage of Delivery. The Solar Power Developer has to bear the entire cost of the Interconnection Facilities as per the sanctioned estimate.	There might be some upgradation of existing or installation of extra equipment required at DISCOM facility to accommodate energy from solar plant. Cost of such upgradation should be borne by the utility if the value of such upgradation if not communicated prior to bid submission.	Existing provision retained
228	4.1 (PPA)	The Solar Power Developer shall install main meter, check meter of static type 0.2s class accuracy of ABT Meters at the Interconnection Point. Also Solar Power Developer shall install stand by meter of same accuracy as per norms fixed by CEA/APERC/APTRANSCO	PPA asks to install 3 meters one main, one check and one standby meter. Can we manage with 2 meters (one main and one standby) as per convention followed in other states.	Existing provision retained
229	Purchase of land adjacent to substation to compensate s/s land use by the developer		It is submitted that the developers should not be asked to buy land adjacent to the substation to the extent of space occupied by the developer for its receiving bay in the substation land. This is unnecessary and drives -up estimated project costs and in turn, tariffs.	Existing provision retained
230			The net worth criteria should be reduced from 2 crores/MW to 1.2 crores/MW in line with the thought process at the Central Government. It is also consistent with the project cost reductions for a solar project in recent years.	Net worth has been reduced to Rs 1.5 Crores/MW. Please refer to Clause 3.5.2 of RFS
231			The entire equity infusion requirement should only be applicable at the time of financial closure, not partially at PPA signing, as this is an inefficient use of capital. The purpose of a financial closure deadline is to ensure all financing needed for the project is in place. Developers infuse equity into projects as and when needed to implement them. Most costs requiring developer equity are incurred only after land is acquired.	Please refer to amended Clause 3.5.1 (xiv) of RFS
232			Payments made by the utility towards purchase of solar energy from the projects should be made through RTGS instead of cheques for smooth hassle-free transfer to the developers.	Please refer to amended Clause 5.3 of PPA
233			It is again reiterated that the lowest tariff of INR 6.45/kWh discovered in the last solar bid process was at a 132/33kV substation and not a distribution substation. A ceiling tariff of INR 6.32/kWh is very low to be viable and remunerative. Bidders should be allowed to bid even in Group II at least upto INR 6.45/kWh.	Existing provision retained. Please refer to amended definition of "Ceiling Tariff"
234			Considering the low ceiling tariffs as per the current tender conditions for Group II projects, the Government should implement these projects on a Solar Park concept, or else the Government should facilitate project development by identifying and allocating government land on a lease basis to lower project development hurdles.	Existing provision retained
235			Escrow account could be introduced in the PPA as an additional payment security mechanism. A strong PPA framework would be helpful to attract international capital into the State in the sector.	Existing provision retained
236			The financial closure deadline should be increased to 210 days from PPA signing, which is in line with central and state policies and tenders for SSCOD for 12 months. Further, projects above 50MW should be allowed a period of 18 months for commissioning and 270 days for Financial closure.	Existing provision retained
237			The scope and exact process for bay development at substations' end (steps, supervision, and clearances required) should be clarified.	Please refer to amended Clause 3.1 of PPA
238			As per the bid evaluation methodology contemplated in the RFS, if the capacity limit at the preferred sub-station or for the district is reached, then the Qualified Bidder shall be moved to the second round of allocation. If we follow this approach, then the State may stand to lose by offering project at a much higher tariff.	Existing provision retained
239			Request to allow trading licensees to participate in the Bid Process	as per PPA successful Bidder must own and operate the power station. So trading licensees with back to back arrangements with generators are not eligible
240	PPA Article 1	Definitions "Scheduled Commercial Operation Date (SCOD) or Scheduled date of Commercial Operations" means the date whereupon the SPD is required to start injecting power from the Power Project to the Delivery Point i.e., twelve (12) months from the Effective Date	Definitions " Scheduled Commercial Operation Date (SCOD) or Scheduled date of Commercial Operations" means the date whereupon the SPD is required to start injecting power from the Power Project to the Delivery Point i.e., twelve (12) months from the Effective Date; For capacity beyond 100 MW, commissioning period shall be within 25 months from the Effective Date	Please refer to amended definition of SCOD
241	PPA Clause 10.5	Penalties in case of Delayed Commissioning "Contracted Capacity commissioned but with delay: (a) Delay up to one (1) month — DISCOM shall encash INR 3 Lakhs per MW on per day basis proportionate to the Capacity not commissioned	Contracted Capacity commissioned but with delay: (a) Delay up to five (5) months — DISCOM shall encash the PBG on per day basis and proportionate to the capacity not commissioned with 100% encashment for 5 month delay. (b) In case the commissioning of the project is delayed beyond 5 months the project developer shall, in addition to encashment of the bank guarantee, pay to the DISCOM the liquidated damages at the rate of Rs 1,00,000 per MW per day of delay for the delay in such remaining capacity which is not commissioned. The maximum time period allowed for commissioning of the full project capacity with encashment of payment bank guarantee and payment of liquidated damages shall be limited to 20 months from the date of signing of PPA for capacity upto 100 MW and 33 months for capacity beyond 100 MW	Please refer to amended Clause 10.5
242	RfS Document Clause 2	Definitions "Ceiling Tariff" shall mean Group 1 Bids (33/11 KV) — Ceiling Tariff is Rs 6.4500/unit, Group 2 Bids (132/33 KV or 220/132 KV or 400/220 KV) Ceiling Tariff is Rs 6.3200/unit	Ceiling Tariffs may not be made applicable for this RfS,	Existing provision retained

243	PPA Article 9	Force Majeure 9.2 In the event of a delay in COD due to:	Below text may be added - (c) Notwithstanding any provisions to contrary, any denial or delay in obtaining Forest clearance, required for connecting the solar power plant with Interconnection point shall be treated as a Force Majeure event under Article 9 of the PPA.	Existing provision retained
244	Format 6.2 (A), Page 51		To be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. The other member of consortium is foreign entity. Is this format to be executed Indian stamp paper only or can be executed on stamp paper of respective country?	POA shall be executed only on Indian non-judicial stamp paper of appropriate value
245	Format 6.2 (A), Page 51		The format is need to be signed by person authorized by the board of each other member of consortium. Is there any format for authorization of person to sign this power attorney? The format 6.4 only authorizes person for execution of consortium member on behalf of other consortium member, not the power attorney.	No standard format is prescribed
246	Format 6.2 (A), Page 51		The format has to be executed under common seal of company. What does it mean of common seal here. We are foreign company and we don't have any common seal. Do we need to execute this with common seal?	common seal is not required for any Bidder. Round stamp of the company is sufficient
247	Format 6.2 (A), Page 51		In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity. Is there any format for this supporting document by an unqualified opinion issued by the legal counsel? The director of company and legal counsel is same person. Can he sign both documents at his capacity?	No specific format for legal opinion and however the legal opinion must expressly confirm that the power of attorney conforms to the local laws
248			Is board resolution and legal counsel documents are to be notarized?	Need not be notarized
249	Format 6.2 (A), Page 52		The format is need to be attested by executant & notary both. What does it mean here executants? Are executant and notary same thing?	Executant is the person authorized by the Board to issue the POA
250	Format 6.4, SI No 3, Page 64		There is difference between note mentioned above SI No. 3 and what SI no. 3 talks about. Is this to be provided by bidding consortium also?	Resolution 3 must be provided by any Bidder seeking qualification on the basis of financial capability of its Parent/Ultimate Parent./Affiliate because as per provisions of PPA, required equity must be infused in the SPD
251	28, Page 28		The Company setting up the Project shall provide the information about the promoters and their shareholding in the Company to Authorised Representative indicating the Controlling Shareholding at the time of Bid submission to Authorised Representative. Is consortium members also required to submit this document?	Not applicable for Consortium members
252			We are foreign entity. The document which are to be signed by Chartered Accountant, are to be signed by Indian Chartered Accountant only or can be signed by other authorized person for same in respective country.	Chartered Accountant must be a member of ICAI
253			We understand that lead member in consortium can transfer shares in project to anybody while maintaining 51% controlling shares in project after signing of PPA. Please clarify.	Please refer to amended Clause 3.9 of RFS
254			We understand that other minor member in bidding consortium can transfer shares in project to anybody after signing of PPA. Please clarify.	Please refer to amended Clause 3.9 of RFS