

**Bidder's query/suggestion and JREDA's response to RFP vide Reference No. 17/JREDA/Solar PV Grid Project/2015-16
Setting up of Grid Connected Solar PV Projects of Total 1200 MW Capacity in the State of Jharkhand**

In compliance to the RFP issued vide Tender Reference No. 17/JREDA/Solar PV Grid Project/2015-16 dated 04th Dec' 2015, a pre-bid conference with the potential bidders was held on 15th Dec' 2015 at 11:30 AM at Hotel Chanakya BNR, Ranchi. The Bidders queries/clarifications and JREDA's response to the respective queries are given hereunder.

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
1.	General Comments		Status of Approval from Regulatory Commission	The Scheme is being implemented under the State Solar Power Policy through the competitive bidding route. An "In-principle" approval for the benchmark levelized tariff mentioned in the RFP document has been obtained from JSERC.
2.	General Comments		What steps have been taken by State/ Discom to improve its financial strength?	JSEB has been unbundled into 4 companies [JUVNL (Holding company, JUUNL (Generation Company), JUSNL (Transmission Company) & JBVNL (Distribution Company) w.e.f. 06.01.2014. The restructuring exercise is expected to bring a positive shift in the level of cost efficiency resulting in improvement in financial health of the utilities.

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3.	General Comments		<p>No provisions for wheeling or banking are a part of RFP or PPA documents</p> <p>We request JREDA to include a provision in PPA wherein the Developer shall be allowed one year banking in case of Procurer's default. Further, Developer shall be allowed to wheel the electricity to third parties free of cost.</p>	<p>The entire power to be generated from these projects is being procured by JBVNL.</p> <p>In case of default, payment security mechanism in terms of both LC as well as Default Escrow Account has been incorporated in the Model PPA document.</p>
4.	Clause 1.10 Introduction & Background	JREDA reserves the right to change the allocation limits for total aggregated capacity, available capacity at 33/11 kV, 132/33 kV and 220/132 KV Interconnection Substations at any time during the bid process without assigning any reasons whatsoever.	<p>JREDA should provide adequate time say 45 days before Bid Due Date, to all Bidders to consider such material changes and incorporate the same in their respective Bids.</p> <p>Please also include STU substations of higher capacity (400/220 kV) for ease of power evacuation from large capacity project upto 500 MW located at single location.</p>	<p>Sufficient Time shall be given by JREDA in case of any change in allocation limits.</p> <p>Bidder may refer to the updated list of existing & upcoming GSS & New Transmission lines of JUSNL and PSS of JBVNL as enclosed at Annexure – C of Revised RFP.</p>
5.	Clause 1.11 Introduction & Background	The main objective of this RFP is to procure the solar power at any of the Interconnection Substations notified in the Annexure–C, within the capacity limitation of each Interconnection Substation for easy and immediate evacuation of the	Please clarify if a solar plant can be connected to a substation of an existing generating unit, which transmits power through transmission lines owned by CTU and further connected to STU	Yes, The responsibility of supplying power till the interconnection substation of JUSNL/JBVNL shall lie with SPD.The SPD shall make its own arrangements with the third party for connectivity and

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		solar power.	network.	<p>bear the applicable charges. If a Bidder is interested to supply power through transmission lines owned by CTU/ third party, the same shall be allowed subject to fulfillment of following conditions:</p> <ul style="list-style-type: none"> • The Project shall be necessarily located in the State of Jharkhand • The SPD shall make its own arrangements with the CTU/ Third Party for connectivity and bear all applicable charges. • During sub-station allocation stage subsequent to PPA signing, the Bidder shall indicate all the GSS/ PSS sub-stations that are connected to the sub-station of CTU/ Third party considering their available capacities. • Interconnection to sub-station of JBVNL/ JUSNL shall lie with SPD. The SPD shall make its own arrangement with third party for connectivity and

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				<p>bear the applicable charges.</p> <ul style="list-style-type: none"> • Metering shall be carried out at the injection point of CTU/ Third Party sub-station and all losses and applicable wheeling charges as per applicable JSERC regulations till the Interconnection Sub-station of JUSNL/ JBVNL shall be adjusted from the monthly bills of the SPD.
6.	Clause 2.0 Definitions	In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Electricity Act 2003, the CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, JSERC (Determination of Tariff for Procurement of power from Solar PV Power Project and Solar Thermal Power Project) Regulations, 2015, Grid Code	The regulation referred to in the RFP has not yet been notified by the Hon'ble Commission and remains at the draft stage. It is humbly requested that the same may be clarified from the Commission.	It has been intimated by the Commission that the said regulations are awaiting Gazette notification that shall be issued soon.
7.	Clause 2.0 Definitions	"Commercial Operation Date (COD)" shall mean the actual commissioning date of the full capacity of the Power Project where upon the SPD starts	COD shall mean the date of the actual commissioning date of respective Unit(s) of the Power Project where upon the SPD starts	No change in the RFP Provisions

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		injecting power from the Power Project to the Delivery Point;	injecting power from the Power Project to the Delivery Point.	
8.	Clause 2.0 Definitions	“Capacity Utilization Factor (CUF)” shall have the same meaning as provided in JSERC (Determination of Tariff for Procurement of Power from Solar PV Power Project and Solar Thermal Power Project) Regulation, 2015 as amended from time to time and shall be 19% on Contract Year basis;	There should not be any upper limit for contracted CUF as these results in a sub-optimal utilization of available land resources. In case a bidder uses advanced technologies, this shall result in better generation and will assist the utility.	Definition of CUF stands revised as following: “Capacity Utilization Factor (CUF)” shall have the same meaning as provided in JSERC (Determination of Tariff for Procurement of Power from Solar PV Power Project and Solar Thermal Power Project) Regulation, 2015 as amended from time to time and <u>shall be a minimum of 12% on Contract Year basis;</u>
9.	Clause 2.0 Definitions	“Contracted Capacity” shall mean the Solar PV power (AC) in MW contracted with the Procurer for the sale of such Power in MU's by the Seller corresponding to Capacity Utilization Factor of 19% at Delivery Point;		Definition of Contracted Capacity stands revised as following: “Contracted Capacity” shall mean the Solar PV power (AC) in MW contracted with the Procurer for the <u>sale of Solar Power at Delivery Point;</u>
10.	Clause 2.0 Definitions		Request to add Pooling Point Definitions as “Pooling Point” shall mean a point where more than one solar PV project through a	Definition of Pooling Point has been added in the Revised RFP as follows: “Pooling Point” shall mean a

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			<p>substation may connect to a common transmission system. Multiple projects can be connected to a pooling substation from where, common transmission system shall be constructed and maintained by the developer, to get connected to the STU/ CTU substation. The voltage level for such common line shall be 33 KV and above. Further, the metering of the pooled power shall be done at the injection point, i.e. the STU/ CTU substation. However, the voltage level of transmission system of individual projects up to the pooling substation can also be done at 11 kV and meters shall be installed at the pooling substation for metering of individual projects. The losses in the common transmission system up to the interconnection point at CTU/ STU substation shall be apportioned to the individual projects for the purpose of billing."</p>	<p><u>point where more than one Solar PV Project through a substation may connect to a common transmission system. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed by the SPD, to get connected to the Interconnection sub-station of JUSNL/JBVNL. The voltage level for such common line shall be 33 KV and above. Further, the metering of the pooled power shall be done at the injection point, i.e. the Interconnection sub-station of JUSNL/ JBVNL. However, meters shall be installed at the pooling substation for metering of individual Projects. The losses in the common transmission system up to the Interconnection sub-station of JUSNL/ JBVNL shall be apportioned to the individual projects for the purpose of billing. It is clarified that Pooling substation shall be developed, owned, operated</u></p>

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				<u>and maintained by the SPD(s) and no reimbursement shall be provided by JUSNL/JBVNL towards its construction.</u>
11.	Clause 3.1.2 Size and Capacity of Projects	Aggregate capacity to be allocated under Category – I: 200 MW Capacity of Individual Project under Category – I: Upto 25 MW Capacity of Individual Project under Category – II: 26 MW – 500 MW	Is requested to increase the capacity to be allocated under Category – I to 600 MW. Capacity of Individual Project under Category – I: 1-5 MW. Request to increase the Minimum Capacity to 10 MW and above and in the multiples of 1 MW It is suggested to reduce the capacity of individual project to 10 MW from existing 26 MW for category – II.	No change in RFP Provisions.
12.	Clause 3.1.3 Size and Capacity of Projects	In case of shortfall of Bids in any category from the total capacity announced, the balance capacity in that category shall be merged with other category.	JREDA should offer a right of first refusal to the Bidder, to be included/ merged with other categories. If the respective Bidder refuses to get merged with the other category, the same should be offered to the other Bidder and so on.	The said clause stands revised as follows: <u>In case of shortfall of Bids in Category - I from the aggregate capacity of 200 MW, the same shall be merged with the capacity under Category – II.</u>
13.	Clause 3.1.5 Size and Capacity of Projects	+5% tolerance is allowed on the capacity of the project. E.g. 1 MW capacity project can have 1.05 MW as DC capacity based on the rated	The designing of DC Capacity of the project shall be at the discretion of the bidder as the RFP document clearly mentions a maximum CUF	The said clause stands revised as follows: <u>“The Capacity of the Project in MW is the installed Capacity of</u>

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		capacity of PV modules at STC conditions (1000 W/m ² , 25°C, AM 1.5). No negative tolerance is acceptable.	level of 19% only	<u>the Project/ Maximum Power Output (AC) from the Solar Power Plant which can be scheduled at the point of injection to the Power sub-station/ Grid sub-station during any time block of the day."</u>
14.	Clause 3.1.7 Size and Capacity of Projects	There is a cap on the maximum capacity that can be developed under a single Project which is based on the Available Capacity at each Interconnection Substation as provided in Annexure - C.	Injection capacity at substation for different level should be increased to accommodate large capacity projects. Can new interconnection points be provided at places if bids are given with assured land banks (Ownership or MOU) If so up to what capacity?	An updated list of existing as well as upcoming GSS & New Transmission lines of JUSNL and PSS of JBVNL is enclosed at Annexure - C of revised RFP document. No, the Bidders shall plan the evacuation of power from their Projects from the list of revised sub-stations furnished.
15.	Clause 3.1.8 Size and Capacity of Projects	Notwithstanding anything to the contrary contained herein, the Authorised Representative, in its own discretion, has the right to reduce or increase the required capacity of 1200 MW that is expected through this RFP.	JREDA should provide adequate time say 45 days before Bid Due Date, to all Bidders to consider such material changes and incorporate the same in their respective Bids.	Sufficient time shall be given by JREDA in case of any change in allocation limits.
16.	Clause 3.2.1 Available Capacity at Interconnecti	Injection Capacity limits based on Injection Voltage	According to the RFP, the injection voltage for 41 MW and above projects is 220 kV and the injection voltage for II-50 MW projects is 132	The capacity limits have been kept based on which side (HT/ LT) of the Interconnection sub-station, the Bidder will be

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	on Sub-stations		<p>kV. We request the Authority to clarify the injection voltage for power plants in various ranges.</p> <p>If a bidder wants to put a 8 MW project and had his land near a 132/33 KV Substation, Is he allowed to inject the power on the LT side of that substation.</p> <p>DISCOM/STU should increase the capacity of the existing s/s and even build new s/s as per the requirement. JREDA should also allow the selected bidders in future to get connectivity in any upcoming/ planned new substations. This flexibility will help the bidders to utilize the planned substation.</p> <p>Please clarify whether provision of LILO connectivity is allowed in this bidding process? SPD can tap a transmission line which is passing nearer to its plant and thus may reduce the cost of development of a long transmission line if the nearest</p>	<p>connecting its generation station and injecting power.</p> <p>Yes, subject to availability during the sub-station allocation stage.</p> <p>Bidder may refer to the updated list of existing & upcoming GSS and PSS of JUSNL & JBVNL respectively as enclosed at Annexure - C of the Revised RFP. After signing of PPA, sub-stations shall be allocated to the Successful Bidders from this list only and the bidders have to plan their projects accordingly. Kindly refer to allocation process as described in Revised RFP for details.</p> <p>Detailed feasibility studies to be undertaken by SPD can be considered by concerned Utility during allocation of sub-station. However, the decision</p>

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			<p>substation is situated very far from the plant.</p> <p>Can category 1 plants (let us say 1 mw) interconnect only at 33/11 kV substation or can it interconnect at bigger substations also?</p>	<p>of concerned Utility shall be final in this regard.</p> <p>Kindly refer Clause 3.2.1 of Revised RFP for further details</p>
17.	Clause 3.3.1 Number of Response to RfP by a Company	<p>The total capacity of Solar PV Projects to be allocated to any Bidder including its Parent, Affiliate or Ultimate Parent-or any Group Company shall be limited as per the following details:</p> <p>Category – I – 25 MW – Max 3 no. Category – II – 500 MW – Max 19 no.</p>	<p>The limit on number of applications must be removed while continuing with the limit on overall allocation.</p> <p>Bidder should be allowed to bid for the entire quantum under both category i.e. 200 MW in Category-I and 1000 MW in Category-II.</p>	<p>No change in RFP Provisions</p> <p>No change in RFP Provisions</p>
18.	Clause 3.3.2 Number of Response to RfP by a Company	<p>The Company, including its Parent, Affiliate or Ultimate Parent-or any Group Company may submit Bids subject to following conditions:</p>	<p>Please clarify, whether the bidder can quote separate tariff for each project/response?</p>	<p>Yes subject to conditions mentioned in Revised RFP.</p>
19.	Clause 3.4.2	<p>Bid Processing Fee: Rs. 10,000/MW</p>	<p>JREDA to consider putting a ceiling limit to the Processing Fee for any no. of projects/ bid capacity by a bidder. For eg: Maximum Rs.1,00,000/- for total offered capacity, whichever is higher.</p> <p>Do we need to submit separate fee</p>	<p>No change in the RFP Provisions. Individual bidder has to give separate bid-processing fee for each of the projects applied.</p>

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		Tender Fee: Rs. 25,000	for each location. It's understood from the clause 3.4.2 that a bidder has to pay single DD towards Cost of Tender document and single DD towards Bid Processing Fee irrespective of his no of bid response. Kindly confirm.	No, only one tender fee is payable by single Bidder for all locations. Yes
20.	Clause 3.4.3 Obtaining RfP document & Bid Processing Fees	The above payments shall be non-refundable and the original instrument (DD/Banker's Cheque/ pay order) and the original Bank Guarantee towards EMD shall be submitted in a sealed cover/ envelope to the address mentioned below before the due date and time (i.e. 11.01.2016 upto 05:00 PM) failing which Bidder will be disqualified:	Since this is an online bidding process and the Technical bid opening process will be held next day of bid submission date. Hence bidders will be busy on submission of timely bid on the bid submission date i.e. 11.1.2016. Therefore please keep the timeline for submission of DDs, BGs upto Technical bid opening time i.e. 12.01.2016 upto 3.30 PM.	Bidders may refer to the revised time lines as mentioned in the Revised RFP.
21.	Clause 3.5.1 Qualification Requirements	Eligibility Conditions	Kindly clarify whether the same Bidding Company/ Conditions Consortium can bid for Project(s) under Category-I and Category-II at the same time or two or more Projects in the same Category. Opportunity be provided for individuals also to apply in the Category 1?	Yes; Formats to be submitted separately for each category Individuals may participate in the said bidding process provided they fulfill the

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				eligibility conditions as mentioned in the Revised RFP. Further, if such individuals are selected as Successful Bidders, they will have to incorporate a Company under the Indian Companies Act, 2013, before signing of PPA. Failure to incorporate Indian company before signing of PPA, shall lead to forfeiture of EMD of such Bidders.
22.	Clause 3.5.1 (vii) Eligibility Conditions	A foreign company can also participate on standalone basis or as a member of Consortium at the RFP stage.	Can an international company bid in such projects or just provide materials	Yes, Please refer provisions of Clause 3.5.1 (vii) of RFP
23.	Clause 3.5.1(xi) Equity Infusion	All Bidders selected as Successful Bidders shall undertake minimum equity infusion as following <ul style="list-style-type: none"> Rs. 0.40 Cr./ MW of Contracted Capacity on or before PPA execution Rs. 1.00 Cr./MW of Contracted Capacity on or before Financial Closure 	All Bidders selected as Successful Bidders shall undertake minimum equity infusion as following <ul style="list-style-type: none"> 0.6 Cr./MW of contracted capacity on or before Financial Closure Or <ul style="list-style-type: none"> 20% equity on or before PPA execution 80% equity on or before Financial Closure 	The said Clause stands revised as follows: All Bidders selected as Successful Bidders pursuant to the evaluation and allocation process specified in this RFP shall undertake minimum equity infusion as following <ul style="list-style-type: none"> Rs. 0.25 Cr./ MW of

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			<p style="text-align: center;">Or</p> <p>Equity Infusion @ 0.40 Cr./MW at the time of Financial Closure</p> <p>Clause to be deleted</p>	<p>Contracted Capacity on or before PPA execution</p> <ul style="list-style-type: none"> Rs. 0.75 Cr./MW of Contracted Capacity on or before Financial Closure
24.	Clause 3.5.2 Financial Criteria	<p>For Category – I Projects : Net Worth \geq Rs. 1.5 Cr. MW</p> <p>For Category – II Projects : Net Worth \geq Rs. 2.5 Cr. MW</p>	<p>Request to reduce the Net worth to Rs. 1.5 Cr. per MW from Rs. 2.5 Cr. per MW for Category – II projects</p> <p>The Authority should consider increasing the same to Rs. 5 Cr./MW</p> <p>Net worth requirement of Rs. 1.5 Cr. per MW be removed for those setting up 1 MW to 10 MW plant.</p>	<p>The said clause stands revised as follows:</p> <p>For Category – II Projects : The "Net Worth" of the Bidder should be equal to or greater than Rs 2.0 (Two) crore per MW or equivalent US\$ per MW of the project capacity.</p>
25.	Clause 3.5.2 (iv) Financial Criteria	However, for newly incorporated Companies not having completed one financial year of business operations, the net worth criteria can also be met as on the day not more than seven days prior to the Bid Deadline by the Bidding Company.	Please consider the date of net worth prior to seven days for both existing company and newly incorporated company.	No change in RFP Provisions
26.	Clause 3.5.2 (v) Bidding by Consortium	If the response to RFP is submitted by a Consortium the financial requirement shall be met individually and collectively by all the Members in the Bidding Consortium in proportion to the equity commitment made by the Members of the	Consortium is group of members in which one of the players might be strong in technical, can be part of the Consortium for bidding. Allow the consortium as a whole to meet the financial eligibility criteria	<p>The said clause of the RFP stands revised as follows:</p> <p><u>"If the response to RFP is submitted by a Consortium, then the following conditions shall apply:</u></p> <p>a) Lead Member of the</p>

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		Consortium.		<p><u>Consortium must necessarily meet Minimum Net Worth requirement in proportion of participation in the Consortium (Min. 51%)</u></p> <p><u>b) The Consortium of Companies as a whole, shall meet the minimum Net Worth requirement of the Offered Capacity. It is clarified that while, there is no minimum net worth requirements on the other members of the consortium (except the Lead Member who shall hold not less than 51% equity stake in the Project Company and show fulfillment of net worth criteria in proportion to its equity commitment), the Consortium as a whole meets the minimum Net Worth requirement of the Offered Capacity.</u></p>
27.	Clause 3.5.3 Technical Criteria	For Category-II Projects, in addition to the above requirement of commercially established technology, the Bidder shall demonstrate experience of having commissioned/ synchronized at least	For category-II Projects, in addition to the above requirement of commercially established technology, the Bidder shall demonstrate experience of having commissioned/ synchronized at	<p>The said Clause stands revised as follows:</p> <p>For Category-II Projects, in addition to the above requirement of commercially established technology, the</p>

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		<p>1/10th of the capacity of solar projects being offered or 25 MW, whichever is lower as Project Developer.</p>	<p>least 50% of the capacity or 1/6th of the capacity of solar projects being offered or 100 MW whichever is lower, of solar projects being offered as Project Developer.</p> <p>The project developer who has developed hydro projects of capacities equal to higher to Solar PV Projects shall also be considered to meet the technical eligibility criteria.</p> <p>Request to remove the technical criteria clause for the Projects under Category – II project to allow higher participation and increasing competition.</p> <p>Kindly allow companies who are in the area of power/steel/oil and gas/petro-chemical/fertilizer and/or any process industry to participate in the Category – II projects.</p> <p>Will a Solar EPC / Module Manufacturer / Indian / Foreign will qualify to meet the Technical Requirements?</p>	<p>Bidder shall demonstrate experience of having commissioned/ synchronized at least 1/10th of the capacity of <u>Power Generation</u> projects being offered or 25 MW, whichever is lower as Project Developer. <u>It is clarified that Power Generation projects shall include projects based on both conventional as well as non-conventional energy resources.</u></p>

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28.	Clause 3.5.4 Freedom to choose Technology	The Bidder is free to choose any Solar PV power generation technology viz Crystalline Silicon Solar Cell Modules/ Thin Film Modules/ Concentrated PV Modules/ any Other Technology manufactured in India or Imported that is approved by the Ministry of New & Renewable Energy (MNRE) prior to Bid due date.	As the entire project funding will be borne by the private developer, JREDA should allow use of innovative technologies.	No change in RFP Provisions
29.	Clause 3.7.1 Submission of Response to RFP by the bidder	Uploading of Signed & scanned RFP, PPA	The bidder should be allowed to upload these documents, in the present form, on-line, using his Digital Signature Certificate.	No change in RFP Provisions
30.	Clause 3.8.1 and 3.8.6 Details on submission of Financial Bid	It shall be noted that the Net Quoted Tariff shall not exceed the Levelised Tariff as declared by JSERC vide its Order no. SMP-22/2014 dated 09th April 2015.	Tariff Order mentioned in both the clauses are different. Clause 3.8.1 mentions Tariff Order of 8 th July 2015 whereas 3.8.6 mentions Tariff Order of 9 th April 2015. Please clarify the tariff order to be followed.	Clause 3.8.6 stands revised as follows: "It shall be noted that the Net Quoted Tariff shall not exceed the Levelised Tariff as declared by JSERC communication vide its Order <u>dated 08th July 2015 under Case No. 18 of 2014.</u> "and same has been treated as benchmark tariff
31.	Clause 3.8.3 Details on submission of Financial		If a bidder wants to go for a substation apart from the list provided, is it allowed or not. If yes, then what are the formalities to be	No, the successful Bidders shall be allocated sub-stations from the list provided in Annexure – C of the Revised

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	Bid		<p>fulfilled?</p> <p>A bidder should be allowed to connect multiple projects to a single interconnection point as well. If an interconnection point has large capacity then a bidder should be allowed to connect multiple projects to the same substation.</p>	<p>RFP only. Kindly refer allocation process of Revised RFP.</p> <p>Allowed. Kindly refer allocation process of Revised RFP.</p>
33.	Clause 3.8.3	As part of the Financial Bid i.e. Format 6.12A & B, the Bidders will be required to Specify List of Preferred Interconnection Substations which is not less than one and not more than five for Category – I projects and ten for Category – II projects.	<p>JREDA should do away with such kind of sub-station based bidding and allow bidders to submit their land documents with clear possession along with grid connectivity letter at the time of Financial Closure i.e. 7 months from signing of PPA. This practice is followed by majority of States as well as Centre.</p> <p>Injection capacity at substation for different level should be increased to accommodate large capacity projects.</p>	<p>The said clause has been revised as follows:</p> <ul style="list-style-type: none"> • The Bidders will be required to submit their Project wise financial bids keeping the available capacity at various sub-stations in mind. • While submitting the bid, the Bidders <u>will not be</u> required to submit their preferences of sub-stations or location of projects. Revised selection methodology for allocation of sub-station wise has been elaborated in Clause in 4.8 of updated RFP. Only the project capacity and the discount offered will be indicated.

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				Bidders may refer to allocation methodology as explained in Clause 4.8 of the Revised RFP. Bidders are not required to submit sub-station wise preferences at the bid stage.
34	Clause 3.8.4 Details on submission of Financial Bid	The Net Quoted tariff shall be firm tariff applicable for each year tariff for the entire term of the PPA and should take into account all costs including capital & operating costs, statutory taxes, levies, duties, etc. and no escalations or reimbursements or exclusions shall be allowed in this regard.	No bidder would be in a position to measure either risk elements or inflation through years of contract period. JREDA should consider providing 7% annual escalation to the levelized tariff.	No change in RFP Provisions
35.	Clause 3.8.6 Details on submission of Financial Bid	It shall be noted that the Net Quoted Tariff shall not exceed the Levelised Tariff as declared by JSERC. Any Bid not meeting this condition shall be summarily rejected and will not be considered for further evaluation / allocation.	JREDA should set a band of levelized tariff with floor level below which any bidder cannot quote the tariff. This would avert any risk of rouge and/or over aggressive bid	No change in RFP Provisions
36.	Clause 3.8.7 Details on submission of Financial Bid	Bidders will be required at this stage to exercise the option of availing Normal Rate of Depreciation or Accelerated rate of Depreciation for the purpose of accounting practices to be followed for the project.	We request you to provide a differentiation in the RFP for the bidders availing the AD benefit to level the playing field.	No change in RFP Provisions.

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37.	Clause 3.8.8 Details on submission of Financial Bid	If at any stage after Commissioning it is found that instead of Normal Rate of Depreciation (based on which the Solar Power Project Company was selected) the Solar Power Project Company is claiming Accelerated Rate of Depreciation as per the Income Tax Act 1961, the applicable Tariff of the Solar Power Project shall stand changed to JSERC Tariff for Accelerated Rate of Depreciation as declared for FY 16-17 from the Commissioning date with applicable discount.	Clarification is needed as no clear treatment of tariff is given when Accelerated Depreciation is taken into account instead of normal Depreciation rate by a bidder after commissioning/ allotment of the project.	Provisions of RFP are clear in this regard.
38.	Clause 3.10.11 Miscellaneous	Response to RFP not submitted in the specified formats will be liable for rejection by JREDA.	Request to permit minor leeway in standard banking wordings appended by lenders within the EMD and PBG formats.	No Change in the RFP Provision. Bidder has to submit separate EMD for each project offered irrespective of the category of the project.
39.	Clause 3.11.2 Proposal Due Date	Proposal Due Date: 11 th Jan 2016	It is requested to extend the bid submission date by 1 month given this is a distributed bid and requires lot of due diligence before bid submission.	The said Clause has been revised as follows: Online Bid Submission Date & Time: 27 th Jan 2015 till 05:00 PM Offline DD & BG Submission: 28 st Jan 2015 till 05:00 PM Bid Opening Date & Time: 29 th Jan 2015 at 03:30 PM

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
40.	Clause 3.24.1 Earnest Money Deposit & Performance Bank Guarantee	<p>Earnest Money Deposit (EMD) @ Rs. 10 Lacs / MW shall be submitted for each Project in the form of a Bank Guarantee in the favour of JREDA along with Bid as per Format - 6.3A.</p> <p>Performance Bank Guarantee (PBG) @ Rs. 30 Lacs/ MW shall be submitted for each Project</p>	<p>We suggest JREDA to amend the requirement of submission of EMD in respect to total offered capacity not for separate projects. Category-wise EMD as calculated at Rs. 10 Lakhs per MW can be submitted by the Developer.</p> <p>We request you to revise the amount of Performance Guarantee to Rs. 5 lakhs/ 20 Lakhs MW and the EMD/ Bid Bond to Rs. 2.5 lakhs/MW.</p> <p>We request the Authority to incorporate provisions wherein the return of, Performance Guarantee would be as per the schedule in Jharkhand Solar Policy.</p> <p>EMD @ Rs. 10 Lakh/MW as EMD for setting up of a solar power plant should be waived for those small entrepreneurs from Jharkhand who wants to set up a plant from 1 MW to 10 MW.</p> <p>Can the BG for EMD be given by any member of the consortium/</p>	<p>No Change in RFP Provisions</p> <p>No change in RFP Provisions.</p> <p>No change in RFP Provisions.</p> <p>No change in RFP Provisions.</p>

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
			association?	Yes
41.	Clause 3.24.4 Earnest Money Deposit & Performance Bank Guarantee	Additionally, in case any Bidder refuses to sign PPA for any of the multiple Allocated Projects under the Bidding Process for any reasons whatsoever, then all Allocated Projects to the Bidder/ Group Company/ Ultimate Group Company /Affiliate shall stand cancelled and the EMD submitted for each of the Allocated Projects shall be invoked.	Additionally, in case any Bidder refuses to sign PPA for any of the multiple Allocated Projects under the Bidding Process for any reasons whatsoever, then all Allocated Projects to the Bidder/ Group Company/ Ultimate Group Company/ Affiliate shall stand cancelled and the EMD submitted for that particular project shall be invoked.	No change in RFP provision
42.	Clause 3.24.6 Earnest Money Deposit & Performance Bank Guarantee	JBVNL shall return/ release the Performance Bank Guarantee immediately after the Commercial Operation Date of the Project.	JBVNL shall return/ release the Performance Bank Guarantee within 2 weeks of the Commercial Operation Date of the Project.	The said clause stands revised as follows: "JBVNL shall return/ release the Performance Bank Guarantee <u>within 2 weeks</u> of the Commercial Operation Date of the Project.
43..	Clause 3.25 Minimum equity to be held by the Promoter	After execution of PPA the controlling shareholding (at least 26% of the voting rights) in the Company developing the Project shall be maintained up to a period of one (1) year from the date of Commercial Operation Date of the Project.	We request the Authority to allow 100% dilution after the commissioning of the project. JREDA to confirm when the project company can transfer the project.	No change in RFP Provisions One (1) year from the date of Commercial Operation Date of the Project after taking due approval from JREDA and

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
				JBVNL. No specific transfer fee is payable for such transaction.
44.	Clause 3.26.1 Financial Closure	The Project Developer shall report tie-up of Financial Arrangements for the projects within 210 days from the date of signing Power Purchase Agreement (PPA).	For Category – II Projects, the time should be increased to 12/ 15 months from the date of signing of PPA since more time is being given for commissioning also.	No change in RFP Provisions Bidder to refer to revised provisions in the RFP document.
45.	Clause 3.26.1 Financial Closure	Approval from State Transmission Utility/ Discom regarding evacuation arrangement from the selected Interconnection Substation – Within Seven Months	This is linked to the approvals from the Govt. Agencies. If in case SPD, despite his sincere efforts fails to fulfill its obligations, under this sub-clause as a result of failure or delay on part of the Govt. Agencies, then the SPD shouldn't be penalized and time period of these obligations and COD should be extended.	No change in RFP Provisions. JREDA shall provide all facilitation in obtaining approvals from all concerned departments.
46.	Clause 3.27.1 Commissioning	The Project shall be commissioned within 13(Thirteen) months for Category – I projects / 18 (Eighteen) months for Category – II projects from the date of signing of PPA between Successful Bidder and Procurer.	It is requested to increase the commissioning date to 25 months from signing of PPA for project capacity equal/more than 20 MW Capacity Commissioning time for category-1 projects should also be 18 months. Since the developers has been asked to commission the project within 13 month for Category-I/within 18 months for Category-II	No change in RFP Provisions No change in RFP Provisions Yes, please refer the revised RFP for further details.

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
			<p>projects then it's understood that developer is allowed to commission the project ahead of scheduled time say by 10 month then the developer can raise the bill at PPA tariff only. Please confirm.</p>	
47.	<p>Clause 3.27.1 & Clause 3.27.2 Commissioning</p>	<p>In case of any further delay beyond the maximum time period allowed, the PPA capacity shall stand reduced/ amended to the Project Capacity Commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the Allocated Project Capacity.</p> <p>In case of any delay in commissioning of Project beyond the Scheduled Commissioning Date, part commissioning of the Project shall be accepted by the Procurer subject to the condition that the minimum capacity for acceptance of part commissioning shall be 1 MW and in multiples thereof. The PPA will remain in force for a period of 25 years from the date of acceptance of respective part commissioning of the project.</p>	<p>Both the clauses are contradictory. JREDA should allow part commissioning of the Project, with a provision that the balance un-commissioned part of the Project should be commissioned within 6 months of Schedule COD</p> <p>Procurer to consider the delays without any penalty for acts which may not be within the Project Developer's control. Procurer to provide a cure period before which penalty should run.</p>	<p>In case of delay in Project Commissioning beyond Scheduled COD, part commissioning shall be allowed and penalties shall be levied on the balance capacity not commissioned.</p> <p>After Schedule COD, max. 5 months are being provided with all penalty provisions to the Developer to commission the complete Project Capacity. In case of any delay beyond this time period, the capacity of the project will be curtailed to the commissioned capacity.</p> <p>Please refer Article 4.7.1 of the PPA</p>

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
			Further since the Project Developer is arranging its own funds, the imposition of Liquidated Damages to be removed.	No change in RFP Provisions.
48.	Clause 4.5 & 4.6 First & Second Round of Allocation	First & Second Round of Allocation	The proposed system is very complicated, leaving large number of bidders unsatisfied with the selection process. Please take views from the bidders during the pre-bid meeting and evolve simpler selection process.	<p>The said clause has been revised as follows:</p> <ul style="list-style-type: none"> • Projects will be allocated to Successful Bidders based on Book Building Methodology and PPAs shall be signed • Revised selection methodology for allocation of sub-station wise has been elaborated in Clause in 4.8 of Revised RFP. • Subsequent to PPA signing, the available capacities at various sub-stations as indicated in annexure –C of the Revised RFP shall be allocated, on First Come First Serve basis, to projects that achieve Financial closure along with possession of land. • Bidders will have to achieve Financial Closure along with possession of land to be considered eligible for

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
				<p>allocation of sub-stations.</p> <ul style="list-style-type: none"> • After each allocation of Sub-station, all the remaining successful Bidders will be intimated about the available capacities at balance sub-stations. • In case of receipt of FC documents by more than one bidder on the same date, preference in selection of Sub-stations shall be given to Bidder having the lower Tariff. • In case of Offered capacity being greater than available capacities at the selected sub-stations, the Bidders shall split the project capacities among various sub-stations at the same Net Quoted Tariff. • In case of inability of Bidder to achieve FC within seven months of signing of PPA, JBVNL shall encash Performance Bank Guarantees and shall remove the project from the list of the selected Projects <p>Bidders may refer to allocation</p>

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
				methodology in the Revised RFP.
49.	Clause 4.5.6 First Round of Allocation	The selection process of Successful Bidder(s) as mentioned above shall be repeated for all remaining Financial Bids of Qualified Bidders until the Authorised Representative achieves the aggregated Capacity under each category.	Please clarify if the entire requisitioned capacity for both the categories will be tendered off in Round 1 allocations itself.	Bidders may refer to allocation methodology in the Revised RFP.
50.	Clause 4.6.4 Second Round of Allocation	In this Second Round of Allocation, the Qualified Bidder may opt for withdrawing from the Bid process. If the Qualified Bidder decides to withdraw from the Bid process, EMD shall be returned within ten (10) days of issue of Letter of Intent (LOI) to all Successful Bidders.	If the qualified Bidder may opt to withdraw from bid process, EMD shall be returned within 10 days of second round of allocation rather than 10 days of issue of LOI.	Bidders may refer to allocation methodology in the Revised RFP.
51.	Clause 4.7.2 Acceptance of Letter of Intent (LOI)	In case of the Successful Bidder being a Bidding Consortium/ Foreign Company/ LLC, it shall, within fifteen (15) days of the issue of the Letter of Intent, incorporate a Project Company provided such a Project Company has not been incorporated by the Bidder prior to the submission of the Bid.	Delhi, ROC is taking approx 30-45 days for creation of new company. We request to kindly change from 15 days to 45 days for creation of SPV for successful bidders.	The said clause stands revised as follows: "In case of the Successful Bidder being a Bidding Consortium/ Foreign Company/ LLC, it shall, within <u>thirty (30) days</u> of the issue of the Letter of Intent, incorporate a Project Company provided such a Project Company has not been incorporated by the Bidder prior to the submission

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
				of the Bid.”
52.	Clause 4.7.3 Acceptance of Letter of Intent (LOI)	In case of the Successful Bidder being Bidding Company and choosing to incorporate a SPV (Project Company) for executing the project, it shall, within fifteen (15) days of the issue of the Letter of Intent, incorporate a Project Company provided such a Project Company has not been incorporated by the Bidder prior to the submission of the Bid.	Delhi, ROC is taking approx 30-45 days for creation of new company. We request to kindly change from 15 days to 45 days for creation of SPV for successful bidders.	Clause 4.7.3 of the RFP stands revised as follows: “In case of the Successful Bidder being Bidding Company and choosing to incorporate a SPV (Project Company) for executing the project, it shall, <u>within thirty (30) days</u> of the issue of the Letter of Intent, incorporate a Project Company provided such a Project Company has not been incorporated by the Bidder prior to the submission of the Bid.”
53.	Clause 5.1.1 Role of State Level Agency	Jharkhand Renewable Energy Development Agency (JREDA) has been designated as nodal agency for monitoring and supervision of the said Projects and further facilitate the SPD in obtaining all necessary clearances and approvals from different Government Departments required for development of Projects.	The SPD should be entitled for extension of time in the event of any delay in obtaining necessary clearances and approvals which are beyond its control.	No change in RFP Provisions. JREDA shall provide all facilitation in obtaining approvals from all concerned departments.
54.	Clause 5.2.3 Land for the Project	The project developer shall be required to either acquire the private land or lease the Private land / Govt. at least for a period of 30 years from the private owners or concerned	Duration of PPA is for 25 years. It is mentioned that in case land is leased from the Govt., the lease period will have to be for 30 years. Request the lease period of the land	Clause 5.2.3 of RFP stands revised as follows: “The project developer shall be required to either acquire the

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
		Govt. Department respectively.	<p>to be in line with the duration of PPA</p> <p>Details regarding Govt. land parcels that can be taken on lease are not provided. Request for more details on the same along with site visits.</p> <p>There is no upper/ lower limit mentioned in the RFP/ PPA. We request you to clarify these limits.</p>	<p>private land or lease the Private / Govt. land at least for <u>the term of PPA</u> from the private owners or concerned Govt. Department respectively.”</p> <p>Provided in Annexure - E of the Revised RFP. For further details, bidders may visit the website: http://jharbhoomi.nic.in and get in touch with officials of Department of Revenue and Land Reforms through JREDA.</p> <p>Clause 10 (T) (a) of State Solar Policy states the following: <i>“Wherever any Government assistance for land acquisition/ Government land transfer is required for setting up of Solar Power Plant in Jharkhand, the scale for land use will be as per the latest land efficient Solar Photovoltaic/ Solar Thermal technology. The scale</i></p>

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
			<p>As per the Jharkhand Solar Policy, Deemed NA status would be granted for the land where Solar Power Projects on payment of applicable statutory fees. Please clarify -if for the payment of applicable statutory fees, the approvals from various nodal agencies would have to be procured or would the payment and application alone suffice for the Deemed NA status of land</p> <p>Please clarify if the Authority would assist the developer in procuring government lands for these projects and we request you to provide the land data bank for state of Jharkhand.</p>	<p><i>for land use shall be reviewed annually to factor in the technological developments in the solar power sector". Accordingly, Bidders are encouraged to optimize the land requirements to keep the overall project cost as well as Quoted Tariff competitive.</i></p> <p>All concerned Departments are in the process of notifying the incentives available under the State Solar Policy along with the methodology for its application. The same shall be finalized and intimated to successful bidders before signing of PPA.</p> <p>JREDA will provide all requisite support to Developers in obtaining various approvals from concerned authorities.</p>
56.	Clause 5.2.5	Change in Interconnection	In light of the fact that if the	Bidders may refer to allocation

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
	Land for the Project	Substation will not be allowed after the issuance of LOI to the Bidder.	developer does not get the required Land and opts to change the Land then interconnection Station change should be allowed even after issuance of the LOI.	methodology in the Revised RFP.
57.	Clause 5.3 Grid Connectivity	Grid Connectivity	<p>✓ Please provide the cost for supervision charge on transmission / evacuation of power, If applicable.</p> <p>✓ Since the SPD have to develop the transmission line on its own and the cost of the same upto 10 KM will be reimbursed by the concerned utility; if the SPD intends to use its own design / specification for transmission line will the SPD still need to pay the Supervision Charge? We suggest JREDA to remove the same in this case.</p> <p>✓ Please also mention clearly any other associated cost related to the development and O&M of the transmission line.</p>	<p>As per JBVNL/JUSNL norms, applicable from time to time.</p> <p>Design/ Specification has to be approved by SPD from concerned Utility. Following supervision charges shall be payable by SPD to the concerned Utility:</p> <ul style="list-style-type: none"> • 15% of the labour cost in case of connectivity with PSS of JBVNL • 21.5% of the estimated project cost in case of connectivity with GSS of JUSNL <p>Provisions of RFP are clear in this regard</p>

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
58.	Clause 5.3 Grid Connectivity	Common Infrastructure for Power Evacuation	Authority to clarify if pooling of transmission lines would be allowed for subject Projects.	Yes, depending upon feasibility, pooling of projects can be considered during allocation of sub-station.
59.	Clause 5.3.2 Grid Connectivity	While identifying the site for the Project, the Bidder shall be required to obtain an "in-principle" approval from the Discom or State Transmission Utility i.e. Jharkhand Bijli Vitran Nigam Limited or Jharkhand Urja Sancharan Nigam Limited regarding the proposed evacuation arrangement that is to be constructed by the SPD. The same is required to be obtained within seven months from the date of signing of PPA.	<p>Please indicate the timelines taken by the DISCOM/STU to furnish the in principle approval letter.</p> <p>Also, please clarify the interconnection voltages that come under the purview of the DISCOM.</p> <p>Is the "in-principle" approval required to be submitted at the time of Bidding?</p>	<p>JUSNL/ JBVNL shall endeavor to furnish the approval of connectivity arrangement as proposed by SPD within 30 days of submission of detailed proposal by the SPD to the concerned Utility.</p> <p>All PSS sub-stations come under the purview of JBVNL and all GSS sub-stations come under the purview of JUSNL.</p> <p>No, the same is to be submitted to JREDA within 45 days of allocation of sub-station/s.</p> <p>Bidder may refer the provisions of Revised RFP.</p>
60.	Clause 5.3.5 Grid Connectivity	The requisite arrangement for the evacuation of the power from the generation plant to the allocated Interconnection Substation will be developed by Bidder. The concerned Utility shall reimburse the cost of such construction of power	Whether the reimbursement will also include cost towards right of way (ROW)? It is requested to concerned utility to take account of ROW cost for up to 10 km.	ROW cost subject to extent provisions of GoJ/JBVNL/JSUNL.

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
		<p>evacuation facilities from the project's generator switchyard to the interconnection point (injection point), up to a maximum length of 10 km to the Bidder at the rates as determined through latest tendering process of concerned utility or latest Schedule of Rates of concerned Utility, whichever is lower. Beyond 10 km, the cost shall be borne by the Bidder.</p>	<p>As the transmission line from the plant to the substation would be under the ownership of the utility, would the utility help the developer be assisted by the utility in procuring the right of way for the transmission lines?</p> <p>It is requested not to restrict such reimbursement till 10 km.</p> <p>It is requested to intimate present cost of these lines.</p> <p>JREDA to clarify that cost of reimbursement to include transmission line charges/ bay charges/ cost of putting up of pooling sub-station?</p> <p>Whether power evacuation arrangements need to be handed over to the Utility for O&M? If yes,</p>	<p>All facilitation will be provided by the concerned Authorities. However, overall responsibility shall lie with SPD.</p> <p>No change in RFP Provisions</p> <p>Schedule of Rates (SOR) - 2015 of JUSNL and JBVNL for execution of works is enclosed at Annexure - F of the Revised RFP. Bidder may note that these rates are being provided for reference purpose only and are subject to change on an yearly basis.</p> <p>Transco/Discom shall bear the entire cost of construction of power evacuation facilities from the project's generation switchyard to interconnection point (injection point), upto a maximum length of 10Km.</p>

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
			<p>then the metering point should be at the switchyard of the plant.</p> <p>Space required for the construction of bay would be provided by Discom within the sub-station.</p> <p>Request to please clarify the nodal authority to oversee the cost approval process for the evacuation infrastructure.</p> <p>Further, it would be helpful if you could please provide the timelines for the reimbursement of this cost.</p>	<p>Yes;</p> <p>No change in the definition of Delivery Point as defined in the Clause 2.0 of the RFP.</p> <p>Yes, Subject to approval from JBVNL/ JUSNL.</p> <p>Concerned Utility depending upon the Interconnection substation allocated to the Bidder</p> <p>The concerned utility shall reimburse the said cost to SPD within three months from the date of achievement of COD of the Project.</p>
61.	Clause 5.3.4 Grid Connectivity	The generation project shall be located in the close proximity of allocated Interconnection Substation PSS (33 /11 KV) or Grid S/s [(400/220 KV), (220/132 KV) & (132/33 KV)]	Request to please clarify the definition of the word 'close proximity'. Alternately, deleting this clause will clear the ambiguity.	Limit of reimbursement till maximum length of 10 km is already provided in Clause 5.3.5.

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
62.	Clause 5.3.3 Grid Connectivity	The concerned Utility shall reimburse the cost of such construction of power evacuation facilities from the project's generator switchyard to the interconnection point (injection point), up to a maximum length of 10 km to the Bidder at the rates as determined through latest tendering process of concerned utility or latest Schedule of Rates of concerned Utility, whichever is lower. Beyond 10 km, the cost shall be borne by the Bidder.		In line with the provisions of Sate Solar Policy, the said clause is revised as follows: "For the Project capacity of <u>2 MW or more</u> , the concerned Utility shall reimburse the cost of such construction of power evacuation facilities from the project's generator switchyard to the interconnection point (injection point), up to a maximum length of 10 km to the Bidder at the rates as determined through latest tendering process of concerned utility or latest Schedule of Rates of concerned Utility, whichever is lower. Beyond 10 km, the <u>additional</u> cost shall be borne by the Bidder.
63.	Clause No. 5.3.6 Grid Connectivity	It is clarified that the ownership of such line and associated facilities shall lie with concerned Utility only and the Bidder shall be acting as contractor of concerned Utility for constructing the evacuation infrastructure.	It is requested to clarify that who would be bearing the charges for the maintenance of the transmission lines? How the downtime would be addressed in case of maintenance of the same?	The concerned Utility would be operating and maintaining the lines.

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
64.	Clause 5.3.9 Grid Connectivity	Delivery of power to the point of interconnection at substation of Discom / JUSNL where the metering will be done shall be the responsibility of the Bidder at its own cost. For this the Bidder shall pay the applicable charges like transmission charges, wheeling charges, surcharge, operating charge, SLDC charges etc. at the rates to be determined by JSERC for transmission of power from its power plant to the sub-station.	<p>The power generated will be delivered to JBVNL/ JUSNL substation and further power will be sold to JBVNL only. Thus charges like wheeling charges, transmission charges, surcharge etc will not be applicable. Alternatively, the developer may build the line at its own cost without any reimbursement from JBVNL/ JUSNL and in that case no charges shall be applicable from the project periphery to the delivery point.</p> <p>The charges such as wheeling, transmission and SLDC charges are un-predictable and dependent on system efficiencies, capex and several other variables. A ceiling limit of such charges must be specified as part of the RFP document.</p> <p>Kindly intimate the fee / tariff / rate of prevailing Transmission charges / wheeling charges / surcharges / SLDC charges.</p>	<p>Since the ownership of Grid infrastructure will lie with concerned Utility, the charges like wheeling, transmission, SLDC etc. will be applicable. No change in the RFP provisions</p> <p>No change in the RFP provisions</p> <p>Bidder may refer to prevailing year charges as available on the website of JSERC for reference purpose. However, Bidder may note that these rates are subject to change on a yearly basis.</p>

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
			Please clarify whether a developer needs to consider the said charges over and above the tariff which they quote. Also please, clarify where would be the metering point.	Developer to consider all costs in its Tariff for supply of power at Delivery point. This shall include cost of generation, transmission/ wheeling charges, SLDC charges, reactive power charges, taxes, duties, levies etc.
65	Clause 5.5 Role of Carbon Financing	Project Developers are encouraged to identify the potential role of carbon finance in their investment analysis	Is it mandatory for the developers to obtain carbon credit.	Provisions of RFP are clear in this regard
66.	Clause 5.6 Incentives/Ap plicability	Incentives offered under Jharkhand Solar Policy 2015	Please clarify that following are exempted for Solar plants since power evacuation will be at nearest GSS:- <ul style="list-style-type: none"> • Transmission, Wheeling, Distribution charges/ losses. • Open access and scheduling charges. • Reactive Power charges. 	Please refer to the Clause 10 (F) of the State Solar Policy 2015 that states the following: <i>“Transmission and Distribution charges for wheeling of power generated from Solar Power Projects through State Transco/ Discoms shall be as per wheeling charges specified by JSERC for wheeling within the state. The Govt. of Jharkhand will provide a grant of 4% of wheeling charges in terms of energy injected and the balance wheeling charges shall be borne by the project developer.”</i>

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
			As per the Jharkhand Solar Policy, "100% stamp duty exemption for registration of lease deed for allotment of govt. land and on registration and purchase of private land." We request you to extend the provisions so that the stamp duty would be exempted on the registration of lease of private land	No changes can be made in the existing provisions of State Solar Policy.
67	Format 6.3A & 6.3B – Format for Bank Guarantees	The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to JREDA and may be assigned, in whole or in part, (whether absolutely or by way of security) by JREDA to any entity to whom JREDA is entitled to assign its rights and obligations under the PPA	Kindly change the clause as below, since bank do not agrees to the existing assignment clause 1. Both the beneficiary as well as assignee should be PSUs/Govt. Undertaking/ Govt. Department 2. The underlying contract should remain the same at the time of assignment of BG. 3. Notice of such assignment to be given by the original beneficiary to the guarantee issuing branch and it should clearly mentioned in the said notice that who can invoke the said Bank Guarantee in case of need.	No change in RFP Provision. A notice of such assignment shall be given to the guarantee issuing bank.
68	Annexure – B	Approved Banks for Bid Security	Request to add Standard Chartered Bank in the approved list of Banks	No change in the RFP Provisions.
69.	Annexure – C	List of Existing & Upcoming GSS and PSS Sub-stations	Is bidder is allowed to submit a bid for a substation which is upcoming but not yet available.	Bidders may consider the available capacity at the both the existing as well upcoming

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
			<p>If the developer is allocated a substation which is upcoming and the transmission infrastructure of the substation is not ready by the time the developer is in a position to commission, the project, would the developer be allowed deemed generation on account of delay by the Authority?</p> <p>Maximum available capacity in a single sub-station is 160 MW. In case a developer identifies a land where more than 160 MW can be installed, shall JREDA consider the request of increasing the Sub-station capacity accordingly?</p> <p>Please clarify the timeline for completion of the upcoming sub-stations.</p> <p>Please clarify the upcoming substations of JBVNL</p> <p>Request to share the Co-ordinates of Sub-stations for preliminary estimates</p>	<p>GSS & PSS as elaborated in Annexure-C of revised RFP while submitting their Bids.</p> <p>No. The concerned Utility shall make all efforts to synchronize the upcoming projects within the scheduled time of completion.</p> <p>No. The Bidders shall plan the evacuation of power from their Projects from the list of sub-stations updated as per Annexure-C of revised RFP.</p> <p>The utility shall endeavor for early commissioning of the upcoming substations.</p> <p>Kindly refer to Annexure – C of Revised RFP.</p> <p>An indicative map of existing & proposed GSS of the JUSNL is provided at Annexure – C of the revised RFP. Bidders may</p>

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
			<p>JREDA to kindly confirm which capacity to be considered before choosing sub-station: Evacuation capacity, peak load or available evacuation capacity?</p> <p>Please confirm that whether a bidder can choose a sub-station having negative value of available evacuation capacity?</p>	<p>note that the map is for indicative purpose only and Bidders should refer to the list of sub-stations as provided in Annexure – C for bidding purpose.</p> <p>Available Evacuation Capacity</p> <p>No. The negative values imply that the said sub-stations are already overloaded.</p>
70.	Format 6.0 Formats for Bid Submission	All formats as per Section 6 are to be filled separately for each project along with separate EMD for each project	Please refer the instruction given on each format. We understand that the bidder has to submit the various formats as per the instruction given on each format for different Projects of each category.	Bidder has to submit various formats as per the instruction given on each format for different Projects of each category.
71.	Format 6.8 Format for Disclosure	That we are participating in the RFP selection process and that in addition to our Proposal, the following companies are also separately participating in this selection process with which we have direct or indirect relationship as our Parent / Affiliate / Ultimate Parent / Group Company.	<p>Kindly clarify whether we can bid from a single entity and submit a single non-financial bid and separate financial bids for all the projects</p> <p>Please clarify if the developer is allowed to bid through different</p>	<p>Yes</p> <p>Each SPV has to submit</p>

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
			SPVs for different substations? In this case would the developer need to register and submit different bids on the e-procurement portal or would the same id and same technical bid suffice?	separate Bid. Additionally, the Bidder to disclose the information as per Format 6.8.
72.	Article 1.1	Due Date shall mean the last day of the month provided the bill is received and acknowledged by the Procurer up to 10 th day of the month. For the bills received and acknowledged by the Procurer after 10th, it shall be 30th day from such date;	Kindly consider the Due Date to be the 10th of next month.	No Change in the PPA Provisions.
73.	Article 3.1.3 of PPA	Failure or delay on the part of Seller in achieving the above conditions shall constitute sufficient grounds for encashment of the Performance Bank Guarantee	The delays beyond SPD's control to be considered in obtaining Consents, Clearances and Permits.	Please refer Article 4.7.1 of PPA. No change in the PPA Provisions.
74.	Article 3.1A.1 of PPA	The Procurer agrees and undertakes to have obtained the order of the JSERC for adoption of the tariff at the Procurer's own cost and risk within nine months from the signing of this Agreement,	Penalty to be imposed if the Procurer is unable to obtain the order from JSERC.	No change in the PPA Provisions
75.	Article 3.2.1 of PPA	In case of failure to submit the documents as above, Procurer shall have the right to terminate this Agreement by giving a Termination Notice to the SPD in writing of at least seven (7) days. The termination	Procurer to provide for extension of time with penalty before proceeding with the right to terminate.	No change in the PPA Provisions

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
		of the Agreement shall take effect upon the expiry of the 7th day of the notice.		
	Article 4.1		It is requested to include obligation clause for the Authority.	Bidder may refer to Article 4.1B of revised PPA.
76.	Article 4.2.3 of PPA	In case of delay in achieving the above condition, as may be applicable, JBVNL shall encash performance Bank Guarantees and shall remove the project from the list of the selected projects.	JBVNL to consider the delays not attributable to SPD in obtaining the approval.	Please refer Article 4.7.1 of the PPA
77.	Article 4.10.3	The third party may carry out checks for testing the CUF of the Power Project. During a contract year, if the CUF of the Power Project is found to be below 12 % or if it is found that the SPD has not been able to maintain a CUF of 16 % for a consecutive/non consecutive period of three (3) months during a Contract Year on account of reasons solely attributable to SPD, the SPD shall be liable for non fulfillment of its obligation.	<p>The condition of maintaining a CUF level of 16% consecutively for 3 months should be removed as maintaining a certain amount of CUF is difficult for solar projects due to generation being affected by varying climatic conditions.</p> <p>CUF calculation should be done on an annual basis.</p> <p>Increase the time period from 3 months to 5 months till 10 years of operation of SPD. Beyond 10 years, allow the SPD to maintain a CUF of 12% for consecutive period of 5 months.</p>	<p>No change in RFP. The condition is applicable only on account of reasons solely attributable to SPD.</p> <p>No change in PPA Provisions</p>

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
78.	Article 4.7.1 of PPA Right to Contracted Capacity & Energy	Procurer, at any time during a Contract Year, shall not be obliged to purchase any additional energy from the SPD beyond _____ Million kWh (MU) [corresponding to a CUF of 19 %].	JREDA/JBVNL is ready to accept only 19% of CUF which should be increased to approx 23% on the higher side, Lower limit of 12% is acceptable. We request you to clarify if the developer would be free to sell energy from excess generation. Would the JBVNL have first right to refusal or would excess energy be brought at a cheaper or APPC price from the developer?	Article 4.7.1 of the PPA stands revised as follows: <u>"Procurer shall procure entire delivered energy at the Interconnection sub-station by SPD at the Tariff as provided in Article 9 limited to the Contracted capacity of the Project. However, for delivered energy beyond the 25% CUF, the applicable Tariff shall be equal to 50% of the Tariff as per the Article 9 of the PPA. The calculation of CUF shall be done on a yearly basis."</u>
79.	Article 4.7.3 of PPA	Notwithstanding Article 4.6.1, the SPD is free to sell such power to any third party prior to the Scheduled Commissioning Date and any capacity, which is in excess of the quantum of power agreed to be supplied under this Agreement from Scheduled Commissioning Date.	We request JREDA to clarify the proposed treatment for early commissioning. Also please clarify that billing can be done and revenue can start for early commissioning or whether PPA tenure is extended.	Article 4.7.3 of the PPA stands revised as follows: <u>"In case the SPD is ready to commence supply of power before the Scheduled Commissioning Date specified in this Agreement and the requisite arrangement for the evacuation of power has also been completed by the SPD, than the Procurer undertakes to procure the power and pay Tariff for all the energy supplied at the Delivery Point corresponding to Contracted</u>

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
				<u>Capacity. This is subject to the readiness of the allocated Interconnection sub-station. However, in case at any point of time, the peak of capacity reached is higher than the rated capacity and causes disturbance in the system at the point where power is injected, the developer will have to forego the excess generation and reduce the output to the rated capacity. Further, the Project shall be exempted from paying electricity duty for the term of PPA".</u>
80.	Article 5.1.1 and 6.1.1 of PPA	Synchronization, Commissioning and Commercial Operation; Despatch	The power evacuation will be to the state GSS of JUSNL/ JBVNL. Please elaborate the nature of interface of SPD required, if any, with the RLDC and SLDC.	The SPD has to obtain due approval under Grid Code and Telemetry procedures.
81.	Article 6.1.2 and Article 6.2.4	The Power Project shall be treated as "Must Run" power plants and shall not be subjected to "merit order dispatch" as per provision of Clause 5.2 of JSERC (Determination of tariff for procurement of power from solar PV power project and solar thermal power project) Regulations, 2010 notified in Jharkhand Gazette on	In the Article 6.1.2, it has been stated that power plant will be given "Must Run" Status. However, deviation between scheduled and actual shall not be subjected to unscheduled interchange.	All rules & regulations as announced / amended from time to time by JSERC for the Solar Power generation within the State shall be applicable for this bidding process.

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
		<p>23.06.2010 or as amended time to time by JSERC</p> <p>Data of scheduled generation and actual generation of solar power and the deviations of generation within the +/- 30% block, +30% to +50% block, and the deviations of generation of solar generator on 15-minute block basis shall be submitted by Seller as per the requirement of the SLDC.</p>		
82.	Article 9	Applicable Tariff		<p>Article 9.4 is added in the PPA <u>"For the energy supplied beyond 25% Capacity Utilization Factor at the Delivery Point pertaining to the Contracted Capacity, the SPD shall be entitled to receive 50% of the Tariff as mentioned in Article 9.1 for that Contract Year. The calculation of CUF shall be done on a yearly basis i.e. over the Tariff year."</u></p>
83.	Article 10.3.3 of PPA Late Payment Surcharge	In the event of delay in payment of a Monthly Bill by the Procurer sixty (60) days beyond its due date, a Late Payment Surcharge shall be payable by the Procurer to the Seller at the rate of 1.25% per month on	<p>We understand that the surcharge will be applicable w.r.t. "Due date". Please confirm.</p> <p>We understand that the late payment charges shall be payable</p>	No change in PPA Provisions

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
		the outstanding amount calculated on a day to day basis.	to the SPD, against bills not paid by "Due date", even if the SPD does not opt for option of invoking the L/C and escrow a/c. Please confirm.	
84.	Article 10.3.4 of PPA	For payment of any Bill within due date, the following Rebate shall be paid by the Seller to the Procurer	<p>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</p> <p>We would request not to make provision for rebate for payments of the Bill within the Due Date.</p>	<p>Please refer Article 10.3.3 (Late Payment Surcharge)</p> <p>No change in PPA Provisions</p>
85.	Article 10.4.1 of PPA	The Procurer shall provide to the Seller, in respect of payment of its Monthly Bills, an unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained by the Procurer, which may be drawn upon by the Seller in accordance with this Article. The Procurer shall provide to the Seller draft of the Letter of Credit proposed to be provided to the Seller two (2) months before the Scheduled Commissioning Date	As the project developers have to provide the CPG at the time of signing of PPA, similarly the procurer shall also open the L/C equal to Avg. monthly billing. The same is to be effected from one month prior to the Schedule date of commissioning with a term of 12 months.	No change in provision of PPA.

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
86.	Article 10.5.2 of PPA	If the Procurer disputes the amount payable under a Monthly Bill it shall pay 95% of the disputed amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party	Kindly modify the Clause as "If the Procurer disputes the amount payable under a Monthly Bill it shall pay <i>100% of the undisputed amount and</i> 95% of the disputed amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party	Article 10.5.2 of PPA stands revised as follows: "If the Procurer disputes the amount payable under a Monthly Bill, it shall pay <u>100% of the undisputed amount and</u> 95% of the disputed amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party...."
87.	Article 11 of PPA	Force Majeure	What if the Force Majeure continues beyond reasonable time and the SPD is unable to generate or deliver Contracted Energy to the Delivery point, then what would be remedy available for SPD. Prolonged Force Majeure would affect SPD's ability to service its debt and may create operational issues. Will there be termination and termination payment allowed in such scenario. Please modify this Clause in line with NHAI's model clause for Force Majeure	No change in provision of PPA. No change in RFP Provisions.

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
88.	Article 13	Events of Default & Termination	Kindly include the clause of Termination Payment, in case of Force Majeure and Event of Defaults, in line with NHAI's model clause.	No change in RFP Provisions.
89.	Article 17.9 (PPA)	The SPD shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the SPD, contractors or their employees that are required to be paid by the SPD as per the Law in relation to the execution of the Agreement and supplying power as per the terms of this Agreement.	Any future increases in taxes, duties & levies on energy generated if has to be borne by the SPD then it should be pass through to the Procurer. The clause should be covered under the Change in Law clause.	Already covered under Article 12.1.1 of PPA
90.	Article 9.1 of DEA	Except in cases specified in Articles 9.8.2 and 9.8.6 of this Agreement, the Seller and Procurer shall bear, in equal proportion, all the expenses of the Default Escrow Agent and each Subsidiary Escrow Agent regarding opening and maintaining the Default Escrow Account	Since the Escrow Account is opened at the behest of the Procurer to secure payments, the Procurer should bear the expenses of the Escrow Agent.	No change in the provisions of Default Escrow Agreement.
91.	Article 9.7 of DEA	No Party shall assign any of its rights or obligations under this Agreement, to any third party without the prior written consent of the other Parties to this Agreement. Provided, however, that such consent shall not be required for any assignment, (and transfer) by the Seller of any or all of its rights hereunder to or in favour of	This clause above needs to be modified to include the assignment in favour of lenders from whom financial assistance is sought for setting up the plant, without consent of the DISCOM.	No change in provisions in Article of 15.1.1 of the PPA.

Sl.	Ref. Clause	Existing provision	Bidder's Query/Suggestion	JREDA's response
		the Selectee appointed in accordance with the terms of the PPA.		