

Corrigendum No. II 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. The changes accepted based on the Bidders queries/clarifications are given hereunder vide this Corrigendum No. II. A revised RFP incorporating the changes agreed through this Corrigendum is being issued that shall be considered the base RFP for further bidding process.

Sl.	Ref. Clause	Existing Provision	Revised Provision
1.	Clause 2.0 Definitions	"Bidder" shall mean Bidding Company or Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Limited Liability Company/ Bidding Consortium/ Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require"	"Bidder" shall mean <u>Bidding Individual or a Bidding Firm or a Bidding Company</u> or Bidding Consortium submitting the Bid. Any reference to the Bidder includes <u>Bidding Individual / Bidding Firm / Bidding Company / Limited Liability Company/ Bidding Consortium/ Consortium, Member of a Bidding Consortium</u> including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require";
2.	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;	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>
3.	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>

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4.	Clause 2.0 Definitions		<p>Definition of Individual has been added as follows:</p> <p>“Individual” shall mean a natural person who is of minimum 18 years of age and includes Indian as well as Foreign Nationals;</p>
5.	Clause 2.0 Definitions		<p>Definition of Pooling Point has been added in the Revised RFP as follows:</p> <p><u>“Pooling Point” shall mean a 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 and maintained by the SPD(s) and no reimbursement shall be provided by JUSNL/JBVNL towards its construction.</u></p>
6.	Clause 3.1.3 Size and Capacity of	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.	<p>The said clause stands revised as follows:</p> <p><u>In case of shortfall of Bids in Category - I from the aggregate capacity announced of 200 MW, the same shall be merged with the capacity under Category – II.</u></p>

Sl.	Ref. Clause	Existing Provision	Revised Provision
	Projects		
7.	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 capacity of PV modules at STC conditions (1000 W/m ² , 25°C, AM 1.5). No negative tolerance is acceptable.	The said clause stands deleted.
8.	Clause 3.2.1 Available Capacity at Interconnection Substations		Following provisions have been added in the Clause: Further, an indicative map of existing & proposed GSS of the JUSNL is provided at Annexure – C of the revised RFP. Bidders may note that the map is for indicative purpose only and Bidders should refer to the list of substations as provided in Annexure – C for bidding purpose.
9.	Clause 3.2.2	During the process of allocation of Interconnection Substations to Qualified Bidders under provisions of Clause 4.5 & 4.6, the following shall apply:	The said clause stands revised as follows: During the process of allocation of Interconnection Substations to Successful Bidders under provisions of <u>Clause 4.8</u> , the following shall apply.....
10.	Clause 3.3.2 (i) Number of Response to RFP by a Company	i) 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.	The said clause stands deleted.
11.	Clause 3.4.2	Bid Processing Fee: Rs. 10,000/MW Tender Fee: Rs. 25,000	Following has been added to the said clause for clarification <u>It is clarified that Individual Bidder has to give separate bid-processing fee for each of the Projects applied.</u>

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			<u>However, only one tender fee is payable by Single Bidder for all locations.</u>
12.	Clause 3.4.3	<p>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:</p> <p>Project Director Jharkhand Renewable Energy Development Agency 3rd Floor, SLDC Building, Kusai, Doranda, Ranchi- 834002. Ph.No: 0651- 2491161, Fax No: 0651-2491165 Web site: www.jreda.com E-mail: info@jreda.com</p> <p>The Bidder may submit the hard copies of the above mentioned documents on 08.01.2016, 09.01.2016 or 11.01.2016 before 05:00 PM at the above mentioned address.</p>	<p>The said clause stands revised as follows:</p> <p>The above payments shall be non-ferundable 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. <u>28.01.2016</u> upto 05:00 PM) failing which Bidder will be disqualified:</p> <p>Project Director Jharkhand Renewable Energy Development Agency 3rd Floor, SLDC Building, Kusai, Doranda, Ranchi- 834002. Ph.No: 0651- 2491161, Fax No: 0651-2491165 Web site: www.jreda.com E-mail: info@jreda.com</p> <p>The Bidder may submit the hard copies of the above mentioned documents on <u>25.01.2016, 27.01.2016 or 28.01.2016</u> before 05:00 PM at the above mentioned address.</p>
13.	Clause 3.5.1 (i) Eligibility Conditions	<p>A bidder may be a single entity (the "Bidding Company") or group of entities (the "Bidding Consortium"), coming together to implement the Project.</p>	<p>The said clause stands revised as follows:</p> <p>A bidder may be a single entity (the "Bidding Individual/ Firm/ Company") or group of entities (the "Bidding Consortium"), coming together to implement</p>

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			the Project.
14.	Clause 3.5.1 Qualification Requirements	<p>Eligibility Conditions</p> <p>For Category – I Projects: The Bidder should be a Company, as defined in the Companies Act, 2013 (or erstwhile Companies Act, 1956), or equivalent foreign company duly incorporated under the relevant laws in that country or Limited Liability Company incorporated in India or abroad.</p>	<p>The said clause stands revised as follows:</p> <p>The Bidder <u>can</u> be <u>an Individual or a Partnership Firm formed in India under the Partnership Act 1932</u> or a Company, as defined in the Companies Act, 2013 (or erstwhile Companies Act, 1956), or equivalent foreign company duly incorporated under the relevant laws in that country or Limited Liability Company incorporated in India or abroad. The Bidder must meet the Qualification Requirements independently as Bidding <u>Individual, Firm, Company or Bidding LLC</u> or as a Bidding Consortium with one of the Members acting as the Lead Member of the Bidding Consortium.</p>
15.	Clause 3.5.1 (ix)		<p>Following clause has been added:</p> <p><u>In case of Category – I Projects, firms formed in India under the Partnership Act 1932 as amended from time to time shall be eligible subject to the condition that such Firms are able to demonstrate the net worth requirement. Firms are eligible for participation upon mandatory submission of deed of partnership as per the Partnerships Act, 1932 failing which the Bid shall be liable for rejection. Bidding Firms must necessarily form a Project Company (ies) for implementing Project(s) if selected as Successful Bidder pursuant to the provisions of this RFP. Such Project Company (ies) must be registered under the Companies Act, 2013, keeping the original partnership structure of the Bidding Firm unchanged, i.e. original partners shall become</u></p>

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			<u>shareholders of the Project Company. Limited Liability Partnerships (LLPs), both Indian as well as foreign are eligible to participate and all provisions in this RFP related to Bidding Firms shall apply mutatis mutandis to Limited Liability Partnerships.</u>
16.	Clause 3.5.1 (x)		<p>Following Clause has been added:</p> <p><u>In case of Category – I Projects, Individuals can also submit their Bid in response to this RFP. Individuals are eligible for participation only upon mandatory submission of Income Tax returns for the past three financial years, failing which the Bid shall be liable for rejection. Individuals participating in this RFP shall mandatorily submit a self-attested copy of proof of photo-identification (Driving License/ Passport/ Aadhar Card/ Any other identity card issued by Gol/ GoTS) and address proof to his place of permanent residence. Foreign Individuals participating in this RFP shall mandatorily submit their self-attested copy of the Passport. An Individual can submit only one Bid as a Bidding Individual in this Bid process. In case of award of Project, Bidding Individual must necessarily form a Project Company for implementing the Project with the Bidding Individual as the shareholder owning 100% of paid up share capital and voting rights in such Project Company.</u></p>
17.	Clause 3.5.1 (xi)		<p>Following Clause has been added:</p> <p><u>In case of Category – I Projects, Bidding Consortium with only one of the Individuals as Lead member and the other Individuals as Members of the Consortium are</u></p>

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			<p><u>also eligible to participate subject fo fulfillment of Financial criteria. Consortium of Individuals shortlisted based on this RFP have to necessarily form a Project Company and get it registered under the Companies Act, 2013 before signing of PPA, keeping the shareholding structure proposed in the Consortium Agreement intact in the Project Company. In case multiple Projects are proposed to be developed by a Consortium, separate Project Companies can be formed for each Project. The Lead Member of the Bidding Consortium of Individuals must mandatorily be a Controlling Shareholder owing more than 51% of paid up share capital and voting rights in the Consortium of Individuals and subsequently in the Project Company(ies) that would be incorporated subsequent to selection as Successful Bidder pursuant to the provisions of the RFP. Each participating Individual in the Consortium of Individuals must mandatorily submit Income Tax Returns for the past three financial years to be eligible for participation under this RFP.</u></p>
18.	Clause 3.5.1 (xiii) Conflict of Interest	<ul style="list-style-type: none"> • In case of application being made by two or more companies of a Group for the same Interconnection Substation, the same shall be deemed to have a Conflict of Interest that affects the Bidding Process. • In case of application being made by two or more companies of a Group for different Interconnection Substations, the Bidders are required to disclose the same as per Format - 6.8 failing which the same shall be deemed to have a Conflict of Interest that affects the Bidding Process. 	<p>The said clause stands revised as follows:</p> <p>In case of application being made by two or more companies of a Group, the Bidders are required to disclose the same as per Format - 6.8 failing which the same shall be deemed to have a Conflict of Interest that affects the Bidding Process.</p>

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19.	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 	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"> <u>Rs. 0.25 Cr./ MW</u> of Contracted Capacity on or before PPA execution <u>Rs. 0.75 Cr./MW</u> of Contracted Capacity on or before Financial Closure
20.	Clause 3.5.2 Financial Criteria for Category – II Projects	The “Net Worth” of the Bidder should be equal to or greater than Rs 2.5 (Two point Five) crore per MW or equivalent US\$ per MW of the project capacity.	The said clause stands revised as follows: For Category – II Projects: The “Net Worth” of the Bidder should be equal to or greater <u>than Rs 2.0 (Two) crore per MW</u> or equivalent US\$ per MW of the project capacity.
21.	Clause 3.5.2 (i) Financial Criteria for Individuals		Following Provisions have been added in the said Clause: <u>Net Worth for participating Individuals shall be calculated as follows:</u> <u>The following components of Net Worth shall be allowed for Individuals and any other source/ component of Net Worth other than those specified hereunder shall be disallowed:</u> a) <u>Fixed deposits accompanied by a signed and stamped statement from the issuing bank. and/ or</u> b) <u>Immoveable Property which shall be mandatorily accompanied by a valuation report issued by a registered valuation firm/ valuator which is dated not more than one (1) month prior to the Bid</u>

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22.	Clause 3.5.2 (iii) Financial Criteria for Individuals		<p><u>Deadline, and/ or</u></p> <p>c) <u>Savings account balance as on the date which is not more than seven (7) days prior to the Bid Deadline which shall mandatorily be accompanied by a bank statement signed and stamped by the issuing bank, and/ or</u></p> <p>d) <u>Any other item declared in the Income Tax Return filings for the year FY 2014-15/ FY 2013-14.</u></p> <p><u>The participating Individual i.e. Bidding Individual as well as Member of a Bidding Consortium of Individuals shall submit a certificate from a Chartered Accountant clearly showing the various components of Net Worth used and the overall Net Worth computation.</u></p> <p>Following Clause have been added:</p> <p><u>An Individual shall be required to submit Income Tax returns for the last three financial years i.e. 2012-13, 2013-14 and 2014-15. The Individual shall submit a Net Worth certificate from a Chartered Accountant to demonstrate fulfilment of the criteria. In case of foreign Individuals, for the purpose of conversion of Net Worth from foreign currency to Indian Rupee, exchange rate shall be the SBI TT buying rate prevailing as on the date which is not more than seven (7) days prior to the Bid Deadline.</u></p>
23.	Clause 3.5.2 (iv) Bidding by	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	The said clause of the RFP stands revised as follows: <u>"If the response to RFP is submitted by a Consortium,</u>

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	Consortium	Consortium in proportion to the equity commitment made by the Members of the Consortium.	<p><u>then the following conditions shall apply:</u></p> <p>a) <u>Lead Member of the Consortium must necessarily meet Minimum Net Worth requirement in proportion of participation in the Consortium (Min. 51%)</u></p> <p>b) <u>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> <p>c) <u>Annual audited accounts, Certificate from Chartered Accountant and all related documents mentioned in this RFP, which are required to be submitted in support of meeting Financial Eligibility Criteria, shall be submitted by each Member of the Consortium of Companies/ Individuals, including the Lead Member.</u></p> <p>d) <u>In case of Category – I Projects, the above sub-provisos a), b) and c) shall apply mutatis mutandis to Bidding Consortium of Individuals, where the Lead Individual which shall act as the Lead Member of the Consortium of the Individuals shall be clearly specified in the Consortium Agreement.</u></p> <p>e) For computation of Net Worth of members methodology as provided in para (i) above shall be followed. Any Consortium, if selected, shall</p>

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			incorporate a Project Company, before signing the PPA with Procurer, with equity participation by the Members in line with consortium agreement (to be submitted along with RFP) i.e. the Project Company incorporated shall have the same Shareholding Pattern as given at the time of RFP.
24.	Clause 3.5.3 Technical Criteria for Category – II Projects	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 1/10th of the capacity of <u>solar projects</u> being offered or 25 MW, whichever is lower as Project Developer.	The said Clause stands revised as follows: 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 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>
25.	Clause 3.6.1 Power Purchase Agreement	The PPA shall be executed within 15 days of the date of issue of Letter of Intent by JREDA.	The said Clause stands revised as follows: The PPA shall be executed within <u>30 days</u> of the date of issue of Letter of Intent by JREDA.
26.	Clause 3.7.1 (viii) Submission of Response to RFP by the bidder		Following provisions have been added in the said Clause: <u>In case of Bidding Firms, a Power of Attorney in favour of the authorized signatory of the Bid, issued by the other partners in the Bidding Firm, shall be provided as per format attached hereto as Format 6.2C.</u> <u>In case of Bidding Consortium of Individuals, a Power of Attorney in favour of the Lead Individual who will act as the authorized signatory of the Bid, issued by other</u>

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			<u>Individuals who are Members in the Bidding Consortium of Individuals, shall be provided as per Format 6.2D. This shall be applicable to both foreign as well as Indian Individuals.</u>
27.	Clause Clause 3.7.1 (xx)		Following Clause has been added: <u>Partnership deed to be mandatorily submitted by any Bidding Firm participating under Category – I Project.</u>
28.	Clause Clause 3.7.1 (xxi)		Following Clause has been added: <u>Income Tax returns for the last three Financial Years to be mandatorily submitted by Bidding Individual as well as each participating Individual in a Consortium of Individuals participating under Category – I Project.</u>
29.	Clause Clause 3.7.1 (xxii)		Following Clause has been added: <u>Individuals participating in this RFP under Category – I Project shall mandatorily submit a self-attested copy of proof of photo-identification (Driving License/ Passport/ Aadhar Card/ Any other identity card issued by GoI/ GoTS) and address proof to his place of permanent residence. Foreign Individuals participating in this RFP shall mandatorily submit their self-attested copy of the Passport.</u>
30.	Clause 3.8.2 Details on submission of Financial Bid	Separate Financial Bids shall be submitted for Category I and Category II. Projects as per Format 6.12A and Format 6.12B of this RFP respectively. Any Financial Bid shall correspond to Category I or Category II but not both. More than one Financial Bid can be submitted by the Bidder, provided that not more than one Financial Bid corresponds to the	The said Clause stands revised as follows: Separate Financial Bids shall be submitted for Category I and Category II. Projects as per Format 6.12A and Format 6.12B of this RFP respectively. Any Financial Bid shall correspond to Category I or Category II but not both. <u>In case the Bidder intends to offer multiple capacities under each category, then the Bidder shall fill</u>

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		<p>same Offered Capacity and the same List of Preferred Interconnection Substations. The following conditions shall apply to submission of multiple Financial Bids</p> <p>a) In case the Bidder intends to offer multiple capacities, then the Bidder shall submit separate Financial Bids for each Offered Capacity</p> <p>b) The List of Preferred Interconnection Substations shall be mutually exclusive across the Financial Bids submitted by the Bidder.</p> <p>a) c) Provisions of Clause 3.3 shall additionally apply</p>	<p><u>separate price for each Project as per the applicable format.</u></p>
31.	Clause 3.8.3	<p>As part of the Financial Bid i.e. Format 6.12A & B, the Bidders will be required to</p> <p>a) Specify Offered Capacity in MW</p> <p>b) 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> <p>c) Specify injection voltage level of Interconnection Substation. Category I Bids shall only specify 33 kV. Category II Bids shall only specify 33 kV or 132 kV or 220 kV.</p> <p>d) Specify discount on the Benchmark Tariff as specified in this RFP</p> <p>e) Specify the option of availing Normal rate of depreciation or accleraterated rare of depreciation for the purpose of accounting practices to be followed for the project</p>	<p>The said clause stands revised as follows:</p> <p>As part of the Financial Bid i.e. Format 6.12A & B, the Bidders will be required to</p> <p>a) Specify <u>Project wise</u> Offered Capacity in MW</p> <p>b) Specify <u>Project wise</u> discount on the Benchmark Tariff as specified in this RFP</p> <p>c) Specify the option of availing Normal rate of depreciation or accleraterated rare of depreciation for the purpose of accounting practices to be followed for the project</p>

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32.	Clause 3.8.4	The Net Quoted tariff shall be firm tariff applicable for each year tariff year 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.	The said clause stands revised as follows: The “ Net Quoted tariff ” <u>arrived after subtracting discount offered on the Benchmark Tariff</u> shall be firm tariff applicable for each year tariff year 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.
33.	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.	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
34.	Clause 3.11.2 Proposal Due Date	Proposal Due Date: 11 th Jan 2016	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 Bidder may refer said clause of Revised RFP for further details.
35.	Clause 3.24.1 EMD & PBG	The Bank Guarantees have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.	The said Clause stands revised as follows: <u>The Bank Guarantee for EMD can be submitted by any Member of Bidding Consortium. However, in case of PBG, the same shall be in the name of SPV</u>

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			<u>incorporated / Lead Member of the Consortium.</u>
36.	Clause 3.24.3	JREDA may invoke the EMD, without any notice, demure, or any other legal process upon occurrence of any of the following: (iii) In case the Successful Bidder is a Foreign Company and/or a Bidding Consortium, failure to incorporate the Project Company as a legal entity within fifteen (15) days of issue of Letter of Intent.	The said Clause stands revised as follows: JREDA may invoke the EMD, without any notice, demure, or any other legal process upon occurrence of any of the following: (iii) In case the Successful Bidder is <u>an Individual, Partnership Firm</u> , Foreign Company and/ or a Bidding Consortium, failure to incorporate the Project Company as a legal entity within <u>thirty (30)</u> days of issue of Letter of Intent.
37.	Clause 3.24.6 EMD & PBG	JBVNL shall return/ release the Performance Bank Guarantee immediately after 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.
38.	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). Further, the SPD should adhere to the following milestone schedule before the achievement of the Financial Closure for the Project. <ul style="list-style-type: none"> • Approval from State Transmission Utility/ Discom regarding evacuation arrangement from the selected Interconnection Substation • Clear Possession of the required land for project development • Financial Closure 	The said clause stands revised as follows: 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). Further, the SPD should adhere to the following milestone schedule before the achievement of the Financial Closure for the Project. <ul style="list-style-type: none"> • Clear Possession of the required land for project development • Financial Closure

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39.	Clause 3.26.2		<p>Following Clause is added:</p> <p><u>Allotment of the Interconnection sub-station(s) from the list as enclosed at Annexure – C to the Successful Bidder shall be carried out after the achievement of above mentioned milestones on a first-cum-first-serve basis on the achievement of Financial Closure as per the provisions of Clause 4.8.</u></p>
40.	Clause 3.27.2 Commissioning	Part Commissioning	<p>The clause has been revised for better clarification:</p> <p><u>Only 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.</u></p>
41.	Clause 3.27.3 Early Commissioning		<p>The clause has been added allowing the early commissioning of the Project.</p> <p><u>In case the SPD is ready to commence supply of power before the Scheduled Commissioning Date specified in Clause 3.27.1 and the requisite arrangement for the evacuation of power has also been completed by the SPD, than early commissioning of the Project shall be allowed subject to readiness of the Interconnection sub-station. The Effective Date of the PPA shall start from such date and JBVNL shall procure the power from the date of COD and further pay Tariff for all the energy supplied at the Delivery Point corresponding to Contracted Capacity. This is subject to the readiness of the allocated Interconnection sub-station.</u></p>

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42.	Clause 4.2.1 (m) & (n)		<p>4.2.1 Following provisions have been added in the Clause: <u>Any of the following conditions shall cause the Bid to be considered “Non-responsive” at the sole discretion of JREDA and shall be liable for rejection:</u></p> <p>m) <u>Non-submission of Partnership deed by Bidding Firm in case of Category – I Projects</u></p> <p>n) <u>Non –submission of Income Tax returns for last 3 years and valid Identity proof by Bidding Individual in case of Category – I Projects</u></p>
43.	Clause 4.4.6	The Bidder offering the lowest Net Quoted tariff (irrespective of normal rate of depreciation or accelerated rate of depreciation) shall be selected as L1 and so on. The format for submission of Financial Bid is provided at Format 6.12A & B for Category – I & II projects respectively.	The said Clause stands deleted.
44.	Clause 4.4.7	In case Ln bidder has offered 50 MW and cumulative capacity upto Ln-1 bidder has reached 170 MW under Category – I projects, then Ln bidder will be offered 30 MW even though bidder has quoted for 50 MW capacity. Similar provisions will be applicable for Category – II projects.	The said Clause stands deleted.
45.	Clause 4.4.8	Allocation of Interconnection Substations under First Round of Allocation and Second Round of Allocation as specified below shall be carried out separately for Category - I and Category - II Bids. Provisions of First Round of Allocation and Second Round of Allocation shall apply mutatis mutandis to Category – I and Category - II Bids.	The said Clause stands deleted.

Sl.	Ref. Clause	Existing Provision	Revised Provision
46.	Clause 4.5 & 4.6 First & Second Round of Allocation	First & Second Round of Allocation	The said clauses have been deleted
47.	Clause 4.5	Step – IV – Selection of Successful Bidders	<p>Following Clause has been added:</p> <p>4.5.1 The Bids qualifying in Step III shall only be evaluated in this stage.</p> <p>4.5.2 All the qualified bidders shall be arranged in ascending order (i.e. lowest to highest) of their Net Quoted tariff, as L1, L2, L3</p> <p>4.5.3 While arranging the Bidders in the ascending order, in case of Net Quoted Tariff being equal for more than one Qualified Bidder, then the Bidder who has offered higher Capacity would be given the preference. In the eventuality of a further tie in the bidding process both in terms of Net Quoted Tariff as well as Offered Capacity, the applicants would be ranked by draw of lots.</p> <p>4.5.4 The Bidders offering the lowest net quoted tariff (irrespective of Normal rate of depreciation or Accelerated rate of depreciation) will be selected first and so on in increasing order till the total aggregate capacity of 200 MW for Category – I projects and 1000 MW for Category – II projects is reached.</p>

Sl.	Ref. Clause	Existing Provision	Revised Provision
			<p>4.5.5 In case Ln bidder has offered 50 MW and cumulative capacity upto Ln-1 Bidder has reached 170 MW under Category – I projects, then Ln bidder will be offered 30 MW even though bidder has quoted for 50 MW capacity. Similar provisions will be applicable for Category – II projects.</p>
48.	Clause 4.7.1	<p>The Successful Bidders / SPV's shall execute the PPA with JBVNL and also submit a Performance Bank Guarantee in favour of JBVNL (of the amount specified in Clause 3.24.1) within Fifteen - (15) days of issuance of LOI.</p>	<p>The said clause stands revised as follows: The Successful Bidders/ SPV's shall execute the PPA with JBVNL and also submit a Performance Bank Guarantee in favour of JBVNL (of the amount specified in Clause 3.24.1) within <u>thirty - (30) days</u> of issuance of LOI.</p>
49.	Clause 4.7.3 Acceptance of Letter of Intent (LOI)	<p>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.</p>	<p>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 of the Bid."</p>
50.	Clause 4.7.4 Acceptance of Letter of Intent (LOI)	<p>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</p>	<p>The said clause 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</p>

Sl.	Ref. Clause	Existing Provision	Revised Provision
		by the Bidder prior to the submission of the Bid.	has not been incorporated by the Bidder prior to the submission of the Bid.”
51.	Clause 4.8 Allocation of Interconnecti on Sub- station		<p>The said Clause has been added:</p> <p>4.8.1 <u>Subsequent to PPA signing, allotment of the Interconnection sub-station(s) from the list as enclosed at Annexure – C to the Successful Bidders shall be carried out on First Come First Serve basis after achieving Financial Closure.</u></p> <p>4.8.2 <u>In order to be eligible for the allocation of sub-station, the Bidders will have to achieve Financial Closure of the Project along with possession of land. All the documents as mentioned in Clause 3.26.1 shall be produced by the Bidder to confirm its claim of achievement of Financial Closure. It is to be clarified that in case of non-submission of any of the information sought from the successful Bidder, the date of achievement of Financial Closure shall be considered from the date of submission of such balance information.</u></p> <p>4.8.3 <u>While submitting the documents regarding Financial Closure of the Project, the Successful Bidder shall mention Project wise list of Interconnection sub-stations from which the connectivity of the Project to the Grid is being sought. Subject to the availability of the capacity in the requested Interconnection sub-station(s), the Bidder shall be allocated the Offered Capacity in the said sub-station.</u></p>

Sl.	Ref. Clause	Existing Provision	Revised Provision
			<p>4.8.4 <u>In case of Offered capacity being greater than available capacities at the selected sub-stations, the Bidders shall split the project capacities among various other sub-stations at the same Net Quoted Tariff.</u></p> <p>4.8.5 <u>After each allocation of Sub-station, all the remaining successful Bidders will be immediately intimated about the available capacities at balance sub-stations.</u></p> <p>4.8.6 <u>In case of receipt of application for allotment of sub-stations enclosing the requisite 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.</u></p> <p>4.8.7 <u>In case of inability of Bidder to achieve Financial Closure 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.</u></p>
52.	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 Govt. Department respectively.	<p>Clause 5.2.3 of RFP stands revised as follows:</p> <p>“The project developer shall be required to either acquire the 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. <u>Details regarding Govt. Land Bank have been provided in Annexure - E. 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</u></p>

Sl.	Ref. Clause	Existing Provision	Revised Provision
			<u>through JREDA.</u>
53.	Clause 5.2.5 Land for the Project	Change in Interconnection Substation will not be allowed after the issuance of LOI to the Bidder.	The said clause stands revised as follows: “Change in Interconnection Substation will not be allowed after the <u>allocation process.</u> ”
54.	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.	The said clause stands revised as follows: <u>Subsequent to allocation of Interconnection Sub-station, the Successful 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 <u>design & specifications</u> for proposed evacuation arrangement that is to be constructed by the SPD. The same is required to be obtained within <u>forty five (45) days from the date of allocation of sub-station to the Successful Bidder.</u></u>
55.	Clause 5.3.3 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 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.	Clause 5.3.3 and 5.3.4 of previous RFP stands deleted. Clause 5.3.5 of previous RFP has been revised and placed at Clause 5.3.3 of Revised RFP as follows: “The requisite arrangement for the evacuation of the power from the generation plant to the allocated Interconnection Substation will be developed by Bidder. <u>For the Project capacity of 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

Sl.	Ref. Clause	Existing Provision	Revised Provision
			<p>tendering process of concerned utility or latest Schedule of Rates of concerned Utility, whichever is lower. Beyond 10 km, the additional cost shall be borne by the Bidder. <u>It is further clarified that reimbursement will also include cost towards Right of Way (ROW) subject to extent provisions of Govt. of Jharkhand/JUSNL/JBVNL. The concerned utility shall reimburse the said cost to SPD within three months from the date of achievement of COD of the Project. For reference purpose, Schedule of Rates (SOR) - 2015 of JUSNL and JBVNL for execution of works has been provided at Annexure - F. However, Bidders may note that these rates are subject to change on a yearly basis.</u></p>
56.	Clause 5.3.4 & 5.3.5 Grid Connectivity		<p>Following clauses have been added in the Revised RFP:</p> <p><u>Apart from above, following non-refundable supervision charges shall be payable by SPD to the concerned Utility:</u></p> <ul style="list-style-type: none"> • <u>15% of the labour cost in case of connectivity with PSS of JBVNL</u> • <u>21.5% of the estimated project cost in case of connectivity with GSS of JUSNL</u> <p><u>Depending upon feasibility, pooling of projects/ LILO arrangement can be considered during allocation of sub-station. Further, if required, space for the construction of bay would be provided by JBVNL within its sub-station subject to its feasibility and approval of competent Authority.</u></p>

Sl.	Ref. Clause	Existing Provision	Revised Provision
57.	Clause 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.	Following has been to the said clause for better clarity: <u>Accordingly, after construction and charging of line, the Successful Bidder shall hand over such line and associated facilities to the concerned Utility for operation and maintenance.</u>
58.	Clause 5.3.10		Following clause has been added in the Revised RFP: <u>If a Bidder intends to supply power through transmission lines owned by Central Transmission Utility (CTU)/ third party, the same shall be allowed subject to fulfillment of following conditions:</u> <ul style="list-style-type: none">• <u>The Project shall be necessarily located in the State of Jharkhand</u>• <u>The SPD shall make its own arrangements with the CTU/ Third Party for connectivity and bear all applicable charges.</u>• <u>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.</u>• <u>Interconnection to sub-station of JBVNL/ JUSNL shall lie with SPD. The SPD shall make its own arrangement for delivery of power till the Interconnection Sub-station of JUSNL/JBVNL.</u>• <u>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</u>

Sl.	Ref. Clause	Existing Provision	Revised Provision
			<u>of JUSNL/ JBVNL shall be adjusted from the monthly bills of the SPD.</u>
59.	Format 6.0		Following provisions have been added in the said Clause for clarity: <u>Bidder has to submit various formats as per the instruction given on each format for different Projects of each category.</u>
60.	Format 6.2C		<u>Format for Power of Attorney to be provided by each of the other partners of the Bidding Firm in favor of the Partner acting as the Authorized Signatory has been added</u>
61.	Format 6.2D		<u>Format for Power of Attorney to be provided by each of the other Individual Members of the Bidding Consortium of Individuals in favor of the Individual designated as the Lead Member has been added</u>
62.	Format 6.5B		<u>Format for Consortium Agreement that is applicable for Consortium of Individuals has been added.</u>
63.	Format 6.6		<u>Following provisions have been added in the said Format:</u> <ul style="list-style-type: none"> • Exhibit (iii): Applicable in case of Bidding Consortium of Individuals • Exhibit (iv): Applicable in case of Bidding Individual • Exhibit (v): Applicable in case of Bidding Firm
64.	Annexure – C	List of Existing & Upcoming GSS and PSS Sub-stations	An updated list of existing & upcoming GSS & New Transmission lines of JUSNL and PSS of JBVNL as enclosed at Annexure – C of Revised RFP.

Sl.	Ref. Clause	Existing Provision	Revised Provision
			Further, an indicative map of existing & proposed GSS of the JUSNL is provided at Annexure – C of the revised RFP. Bidders may 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.
65.	Format 6.8	Format for Disclosure	<p>Following provisions have been added in the said Format:</p> <ul style="list-style-type: none"> • In case of Bidding Company/ Consortium of Companies • in case of Bidding Firm • in case of Bidding Individual/ Consortium of Individuals
66.	Format 6.12 A and 6.12 B		Details of Project wise Preferred Sub-station <u>is not required to be provided</u> by Bidder during bidding process. Accordingly, the Bidder may just upload the blank .pdf document while submitting their Financial Bid.
67.	Annexure – E		<u>The annexure is added providing brief details of Land Bank in the State of Jharkhand.</u>
68.	Annexure – F		<u>The annexure is added provide SOR details for FY 2015-16 of JUSNL and JBVNL.</u>
69.	Article 1.1 of PPA 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	<p>Definition of CUF stands revised as following:</p> <p>“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</u></p>

Sl.	Ref. Clause	Existing Provision	Revised Provision
		basis;	<u>12% on Contract Year basis;</u>
70.	Article 1.1 of PPA 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>
71.	Article 1.1 of PPA Definitions		Definition of Pooling Point has been added in the Revised PPA as follows: <u>“Pooling Point” shall mean a 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 and maintained by the SPD(s) and no reimbursement shall be provided by JUSNL/JBVNL towards its construction.</u>

Sl.	Ref. Clause	Existing Provision	Revised Provision
72.	Article 1.1 of PPA Definitions	Tariff shall have the same meaning as provided for in Article 9 of this Agreement as arrived through tariff based competitive bidding process undertaken by JREDA	Definition of Tariff stands revised as follows: Tariff shall have the same meaning as provided for in Article 9 of this Agreement as arrived through tariff based competitive bidding process undertaken by JREDA <u>and shall include cost of generation, transmission/ wheeling charges, reactive power charges, taxes, duties, levies etc.;</u>
73.	Article 3.1.1 of PPA	Satisfaction of conditions subsequent by the SPD/ Seller 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). Further, the SPD should adhere to the following milestone schedule before the achievement of the Financial Closure for the Project. <ul style="list-style-type: none"> • Approval from State Transmission Utility/ Discom regarding evacuation arrangement from the selected Interconnection Substation • Clear Possession of the required land for project development • Financial Closure 	The said Article has been revised as follows: 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). Further, the SPD should adhere to the following milestone schedule before the achievement of the Financial Closure for the Project. <ul style="list-style-type: none"> • Clear Possession of the required land for project development • Financial Closure
74.	Article 3.1.2 of PPA		Following Article is added in the PPA: <u>The SPD/ Seller shall have obtained allotment of Interconnection sub-station(s) from JUSNL/ JBVNL and further obtained an “in-principle” approval from the concerned Utility regarding the design & specifications for proposed evacuation arrangement within forty five</u>

Sl.	Ref. Clause	Existing Provision	Revised Provision
			<u>(45) days from the date of allocation of sub-station for the Project.</u>
75.	Article 3.4.1 of PPA	Subject to Article 3.3, Procurer shall return/ release the Performance Bank Guarantee immediately after the Commercial Operation Date of the Project.	The said Article has been revised as follows: Subject to Article 3.3, Procurer shall return/ release the Performance Bank Guarantee <u>within two (2) weeks</u> after the Commercial Operation Date of the Project.
76.	Article 3.5.2 of PPA	The aggregate equity holding of the Lead Member in case of Consortium/Bidder of the in the issued and paid up equity share capital (in case of Company) of the Successful Bidder shall not be less than Twenty Six percent (26%) from the Effective Date up to a period of one (1) year after COD.	The said Article has been revised as follows: <u>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.</u>
77.	Article 3.5.3 of PPA	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.	The said Article stands deleted.
78.	Article 4.1.1 (i) of PPA	undertaking minimum equity infusion as following: • 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; and	The said Article has been revised as follows: Undertaking minimum equity infusion as following: • <u>Rs. 0.25 Cr./ MW</u> of Contracted Capacity on or before PPA execution • <u>Rs. 0.75 Cr./MW</u> of Contracted Capacity on or before Financial Closure; and
79.	Article 4.2 of PPA		The said Article has been added in the Revised PPA: Subject to the terms and conditions of this Agreement, the Procurer: a) Shall be responsible for providing approval to the design and technical specifications of the

Sl.	Ref. Clause	Existing Provision	Revised Provision
			<p>interconnection and transmission facilities to enable the Project to be connected to the Grid system not later than 15 days of the submission of the same by the Seller.</p> <p>b) Fulfilling obligations undertaken by them under this Agreement.</p>
80.	Article 4.3.2 of PPA	While identifying the site for the Project, the SPD 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 this Agreement.	<p>The said Article stands revised as follows:</p> <p><u>Subsequent to allocation of Interconnection Sub-station</u>, the SPD 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 <u>design & specifications for proposed evacuation arrangement</u> that is to be constructed by the SPD. <u>The same is required to be obtained within forty five (45) days from the date of allocation of sub-station to the SPD.</u></p>
81.	Article 4.3.3 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.	The said Article stands deleted.
82.	Article 4.3.4 of PPA	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)].	The said Article stands deleted.
83.	Revised Article 4.3.3 of PPA	The requisite arrangement for the evacuation of the power from the generation plant to the allocated Interconnection Substation will be developed by SPD. The concerned Utility shall reimburse the cost	<p>The said Article stands revised as follows:</p> <p>The requisite arrangement for the evacuation of the power from the generation plant <u>to the allocated Interconnection Substation</u> will be developed by SPD.</p>

Sl.	Ref. Clause	Existing Provision	Revised Provision
		<p>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 SPD 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 SPD.</p>	<p><u>For the Project capacity of 2 MW or more, 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 SPD 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 SPD. It is further clarified that reimbursement will also include cost towards Right of Way (ROW) subject to extent provisions of Govt. of Jharkhand/JUSNL/JBVNL. The concerned utility shall reimburse the said cost to SPD within three months from the date of achievement of COD of the Project.</u></p>
84.	Revised Article 4.3.4 of PPA		<p>The said Article has been added in the PPA:</p> <p><u>Apart from above, following non-refundable supervision charges shall be payable by SPD to the concerned Utility:</u></p> <ul style="list-style-type: none"> • <u>15% of the labour cost in case of connectivity with PSS of JBVNL</u> • <u>21.5% of the estimated project cost in case of connectivity with GSS of JUSNL.</u>
85.	Revised Article 4.3.5 of PPA		<p>The said Article has been added in the PPA:</p> <p><u>Depending upon feasibility, pooling of projects/ LILO arrangement can be considered during allocation of sub-station. Further, if required, space for the construction of bay would be provided by JBVNL within its sub-station subject to its feasibility and approval of</u></p>

Sl.	Ref. Clause	Existing Provision	Revised Provision
			<u>competent Authority.</u>
86.	Revised Article 4.3.6 of PPA	It is clarified that the ownership of such line and associated facilities shall lie with concerned Utility only and the SPD shall be acting as contractor of concerned Utility for constructing the evacuation infrastructure.	The said Article has been added in the PPA: <u>Accordingly, after construction and charging of line, the SPD shall hand over such line and associated facilities to the concerned Utility for operation and maintenance.</u>
87.	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 %].	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>
88.	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.	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 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</u>

Sl.	Ref. Clause	Existing Provision	Revised Provision
			<u>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>
89.	Article 4.9.2 of PPA	Liquidated Damages for delay in commencement of supply of power to Procurer	The said Article has been added in the Revised PPA: <u>The amount of liquidated damages worked out as above shall be recovered by Procurer from the payments due to the Seller on account of sale of solar power to Procurer.</u>
90.	Article 4.9.5	Part commissioning of the Project shall be accepted by 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.	The said Article stands revised as follows: <u>Only in case of any delay in commissioning of Project beyond the Scheduled Commissioning Date, part commissioning of the Project shall be accepted by 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.</u>
91.	Article 4.11.3	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 % [i.e. 7% less than CUF] or if it is found that the SPD has not been able to maintain a CUF of 16 % [i.e. 3% less than CUF] 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.	The said Article stands revised as follows: “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. <u>It is clarified that non-generation of solar power due to</u>

Sl.	Ref. Clause	Existing Provision	Revised Provision
			<u>varying climatic conditions shall not be constituted as SPD's default.</u> "
92.	Article 9.4 of PPA	Applicable Tariff	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>
93.	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	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...."