

Amendments to the Revised Solar RfS - Corrected dated:09.09.2014

| S.No | Reference/ Clause No | Existing | | Amendment | |
|------|---|----------|--------------------------------|--|-----|
| 1 | Sl No.6 under preamble (Page No.(iii) & (iv)) “information pertaining to bid submission via e-procurement platform” | 14 | Bid Document Download End Date | 21-09-2014, 1700 Hrs | 14 |
| | | 15 | Bid submission closing date | 22-09-2014, 1300 Hrs for uploading Prequalification Bid, Techno-Commercial Bid and Financial-Bid | 15 |
| | | 16 | Prequalification Opening Date | 23-09-2014, 1300 Hrs, as specified in Clause 3.2 of the RfS | 16 |
| | | 17 | Techno-commercial Bid Opening | 23-09-2014, 1500 Hrs, as specified in Clause 3.2 of the RfS | 17 |
| | | 17 | Financial Bid Opening | 06-10-2014, 1600 Hrs, as specified in Clause 3.2 of this RfS | 17A |
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| | | | Event | Existing date | Proposed date | |
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| 2 | Timelines for Bidding process - Clause 3.2 (Page No 9) of the RfS. | | Bid document download end date | 21.09.2014 17:00Hrs | 06.10.2014, 11:00Hrs | |
| | | | Bid deadline i.e. Last date for submission of bids | 22.09.2014 13:00Hrs | 06.10.2014, 17:00Hrs * | |
| | | | Opening of PQ/Technical Bid | 23.09.2014, 13:00Hrs/15:00Hrs | 08.10.2014, 11:Hrs | |
| | | | Notification of qualified bidders (based on Techno- Commercial criteria) | 06.10.2014, 11:00Hrs | 16.10.2014, 17:00Hrs | |
| | | | Opening of financial bids | 06.10.2014, 16:00Hrs | 17.10.2014, 11:00Hrs | |
| | | | Issue of LoI to Successful Bidders | 20.10.2014 | On or before 30.10.2014 | |
| | | | Signing of PPA | 20.11.2014 | Before 30.11.2014 | |
| | | | <p>*Wherever the bid deadline is mentioned in the RfS shall be read as 06.10.2014, 17:00 Hrs.</p> <p>Note: EMD shall be submitted as per the revised bid deadline.</p> | | | |
| 3 | RfS 4.1.3 (B) Sl.No.(5) (Page No 29 of RfS) | 5. (OR) Select alternate Location(s) where the Maximum Allowable Capacity is greater than or equal to the Offered Capacity for developing the Project(s). | 5. (OR) Select alternate Location(s) in any other district of the state at the same quoted tariff where the Maximum Allowable Capacity is greater than or equal to the Offered Capacity for developing the Project(s). | | | |

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| 4 | Evaluation - Clause 4.1.3 B (14) of the RfS | Addition of new Clause 4.1.3 (B) (14) | <p><u>Clause 4.1.3 B (14):</u> The request of SPD will be considered for change of Location subject to availability of leftover Location(s) in the Annexure -D, without change in any other terms and conditions of the PPA.</p> <p>Such requests shall be allowed only once after signing of the PPA and within 2 months from the Effective Date.</p> |
| 5 | Commercial Operation Date - Article 1 of the PPA. (Page No.4 of PPA) | <p>“Commercial Operation Date”/ “Date of Commercial Operation” (“COD”) shall mean, the date on which the Project is declared by the Solar Power Developer to be operational (which means Project is able to inject contracted capacity to Grid), provided that the Solar Power Developer shall not declare a Generating unit to be operational until such Generating unit has met the conditions of the Clause 3.10.</p> | <p>“Commercial Operation Date”/ “Date of Commercial Operation” (“COD”) shall mean, the date on which the Project is declared by the Solar Power Developer to be operational, provided that the Solar Power Developer shall not declare a Generating unit to be operational until such Generating unit has met the conditions of the Clause 3.10.</p> |

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| 6 | Clause 6.4 (i) of PPA (Page No. 24 of PPA) | <p>The Performance Bank Guarantee of INR 25 lakh/MW to be furnished under this Agreement and before signing of this PPA shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement as per format provided in Schedule 4. The Performance Bank Guarantee of INR 30 lakh/MW shall be submitted in three (3) Nos. of Bank Guarantee in the ratio of 20%, 40% & 40% value. Performance Bank Guarantee will have a validity period of six months from the Scheduled COD as per this agreement.</p> | <p>The Performance Bank Guarantee of INR 25 lakh/MW to be furnished under this Agreement and before signing of this PPA shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement as per format provided in Schedule 4. The Performance Bank Guarantee of INR <u>25</u> lakh/MW shall be submitted in three (3) Nos. of Bank Guarantee in the ratio of 20%, 40% & 40% value. Performance Bank Guarantee will have a validity period of six months from the Scheduled COD as per this agreement.</p> |
| 7 | Article 2.5 of PPA (Page No. 10 of PPA) | <p>The Solar Power Developer, at any time during validity of this Agreement, shall not add any extra solar modules/ equipment more than the Contracted Capacity.</p> | <p>The Solar Power Developer, at any time during validity of this Agreement, shall not add any extra solar modules/equipment more than the Installed Capacity at the time of commissioning and shall not be more than Contracted Capacity.</p> |

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| 8 | Computation of Net Worth - Clause 3.5.2 of the RfS | Addition of new Clause 3.5.2 (xi) | <p><u>3.5.2 (xi):</u> For the Qualification Requirements, if the data is provided by the Bidder in USD, equivalent rupees of Net Worth will be calculated by the Bidder using bills selling exchange rates (card rate) USD / INR of State Bank of India prevailing on the date of closing of the accounts for the respective financial year and certified by a Chartered Accountant, which shall be submitted along with the response to RfS.</p> <p>For currency other than USD, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated above.</p> |
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All other terms and conditions in the corrected Revised RfS and PPA remain un-altered.