

Addendum-01

TPL's 300 MW Solar Tender dated 01.08.2019

RfS No. TPL/Solar/02/2019

Date: 31.08.2019

Following clauses of RfS and PPA shall stand revised/modified as tabulated below:-

SI no	Document	Reference	Existing Clause	Revised Clause
1.	RfS	3.10 Financial Closure	".....An extension for the attainment of the Financial Closure can however be considered by TPL, on the sole request of the Successful Bidder, on advance payment of extension charges of Rs. 10,000/- per day per MW plus GST as applicable. In case of any delay in payment for this extension charge, the Successful Bidder has to pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ 1 year SBI MCLR"	".....An extension for the attainment of the Financial Closure can however be considered by TPL, on the sole request of the Successful Bidder, on advance payment of extension charges of Rs. 10,000/- per day per MW plus GST as applicable. TPL may consider extension of maximum three months without extension charges of Rs. 10,000/- per day per MW for 3.10 (c) (ii), (iii) and (iv). In case of any delay in payment for this extension charge, the Successful Bidder has to pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ 1 year SBI MCLR"
2.	RfS	3.11.3 Penalty for Delay in Commissioning	The Project shall be commissioned by the SCOD. In case of failure to achieve the SCOD except due to the Force Majeure Event in the draft PPA, TPL shall encash the Performance Bank Guarantee (PBG) in the following manner.	The Project shall be commissioned by the SCOD. In case of failure to achieve the SCOD except due to the Force Majeure Event in the draft PPA or due to unavailability of transmission system for reason solely attributable to STU-GETCO/CTU , TPL shall encash the Performance Bank Guarantee (PBG) in the following manner.
3.	RfS	Format 5.1 Covering Letter, Point No 3	3. We hereby declare that in the event our Project get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the Projects within due time as mentioned in 3.8, respectively on issue of LOA by TPL for the Project and/or we are not able to sign PPA with TPL within 1 month from date of issue of LOA or as intimated by TPL, TPL shall have the right to	3. We hereby declare that in the event our Project get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the Projects within due time as mentioned in 3.8, respectively on issue of LOA by TPL for the Project and/or we are not able to sign PPA with TPL within 90 days from date of issue of LOA or as intimated by TPL, TPL shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

SI no	Document	Reference	Existing Clause	Revised Clause
			encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.	
4.	PPA	3.1 Obligations of the Power Producer:	“.....An extension for the attainment of the Financial Closure can however be considered by TPL, on the sole request of the Successful Bidder, on advance payment of extension charges of Rs. 10,000/- per day per MW plus GST as applicable. In case of any delay in payment for this extension charge, the Successful Bidder has to pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ 1 year SBI MCLR”	“.....An extension for the attainment of the Financial Closure can however be considered by TPL, on the sole request of the Successful Bidder, on advance payment of extension charges of Rs. 10,000/- per day per MW plus GST as applicable. TPL may consider extension of maximum three months without extension charges of Rs. 10,000/- per day per MW for sub clause (c), (d), (e) of clause c of Schedule 3. In case of any delay in payment for this extension charge, the Successful Bidder has to pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ 1 year SBI MCLR”
5.	PPA	3.3 Liquidated Damages for delay in Commissioning the Project beyond Scheduled Commercial Operation Date (SCOD)	The Project shall be commissioned within Scheduled Commercial Operation Date. The Power Producer shall have to submit Commissioning Certificate as verified, inspected and certified by GEDA. In case of failure to achieve this milestone except due to Force Majeure Event, TPL-D shall encash Performance Bank Guarantee (PBG) in the following manner	The Project shall be commissioned within Scheduled Commercial Operation Date. The Power Producer shall have to submit Commissioning Certificate as verified, inspected and certified by GEDA. In case of failure to achieve this milestone except due to Force Majeure Event or due to unavailability of transmission system for reason solely attributable to STU-GETCO/CTU , TPL-D shall encash Performance Bank Guarantee (PBG) in the following manner