

Addendum-3

TPL's 300 MW Solar Tender dated 10.01.2019

RfS No. TPL/Solar/01/2019

Date: 18.02.2019

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

Sl no	Document	Reference	Existing Clause	Revised Clause
1.	RfS	Earnest Money Deposit (EMD) Clause 3.7.3	In case the Bidder(s) are not selected, TPL-D will release the EMD within 30 days of the date of issue of LoA to Selected Bidder(s).	In case the Bidder(s) are not selected, TPL-D will release the EMD within 90 days of the date of issue of LoA to Selected Bidder(s).
2.	RfS	Clause 3.9.1	The PPA shall be signed within 30 days from the date of issue of Letter of Award (LoA).	The PPA shall be signed within 90 days from the date of issue of Letter of Award (LoA).
3.	RfS	Clause No 3.9.3	Criteria for Generation: The Successful Bidder will declare the annual CUF of his Project OR may choose to provide different CUF for different locations at the time of submission of response to RfS ("Declared CUF"), which shall be allowed to be modified at the time of signing of the PPA. Thereafter, the Declared CUF for the Project shall remain unchanged for the entire term of the PPA.	The Successful Bidder will declare the annual CUF of his Project OR may choose to provide different CUF for different locations at the time of submission of response to RfS ("Declared CUF"), which shall be allowed to be modified until 1 year from Commercial Operation Date of the project. Thereafter, the Declared CUF for the Project shall remain unchanged for the entire term of the PPA.
4.	RfS	3.10 Financial Closure (vi)	. . 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. 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. 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.	RfS	3.11.1	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	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

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			<p>encash the Performance Bank Guarantee (PBG) in the following manner.</p> <p>If the Project is not commissioned by the SCOD, Successful Bidder(s) shall be liable to pay to the TPL as under:</p> <p>If the Delay is up to 1 (one) month from the SCOD: 20% of the PBG amount shall be encashed as penalty for the first month of delay, calculated on per day basis and proportionate to the capacity not commissioned; [e.g. for a Project of 100 MW capacity, if commissioning of 40 MW capacity is delayed by 18 days from the SCOD, then the penalty shall be: 20% of PBG amount X (40/100) X (18/30).]</p> <p>If Delay continues for more than 1 (one) month and up to 3 (three) months from the SCOD: Remaining PBG shall be encashed worked out on per day basis and proportionate to the Capacity not commissioned; [e.g. for a Project of 100 MW capacity, if commissioning of 40 MW capacity is delayed by 40 days from the SCOD, then the penalty shall be: 20% of PBG amount X (40/100) + 80% of PBG amount X (40/100) X (10/60).]</p> <p>If Project is delayed beyond 3 (three) months from the SOCD: The tariff discovered after e-reverse auction shall be reduced at the rate of 0.50 paisa/kWh per day of delay for the delay in such remaining capacity which is not commissioned for the entire term of the PPA.</p> <p>[e.g. for a Project of 100 MW capacity, if commissioning of 40 MW capacity is delayed by 100 days from the SCOD, the Tariff gets reduced as below:</p>	<p>encash the Performance Bank Guarantee (PBG) in the following manner.</p> <p>If the Project is not commissioned by the SCOD, Successful Bidder(s) shall be liable to pay to the TPL as under:</p> <p>Delay upto six (6) months from SCOD – TPL will encash total Performance Bank Guarantee on per day basis and proportionate to the balance Capacity not commissioned</p> <p>[e.g. for a Project of 100 MW capacity, if commissioning of 40 MW capacity is delayed by 30 days from the SCOD, then the penalty shall be: PBG amount X (40/100) X (30/180).]</p> <p>In case the commissioning of the project is delayed beyond Six (6) months from SCOD:</p> <p>The tariff discovered after e-reverse auction shall be reduced at the rate of 0.50 paisa/kWh per day of delay for the delay in such remaining capacity which is not commissioned for the entire term of the PPA.</p> <p>[e.g. for a Project of 100 MW capacity, if commissioning of 40 MW capacity is delayed by 200 days from the SCOD, the Tariff gets reduced as below:</p> <p>Tariff Calculation: Considering Tariff discovered after e-reverse auction is Rs. 2.30 / kWh, Tariff for the 40 MW capacity which has been</p>

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			<p>Tariff Calculation: Considering Tariff discovered after e-reverse auction is Rs. 2.30 / kWh, Tariff for the 40 MW capacity which has been commissioned beyond three months from the date of the SCOD: Rs. 2.30 less Rs (0.005*(100-90)) = Rs. 2.25/ kWh As per terms of the PPA, tariff of the Project shall be weighted average tariff of 40 MW and 60 MW. The tariff of the Project shall reduce to (((2.30 X 60) + (2.25X 40))/100) = Rs. 2.28 / kWh Based on the above schedule, total LD payable by the bidder shall be Rs. 10 Crores (25 lac/MW X 40 MW) and tariff of the Project for the entire term of PPA shall stand reduced to Rs. 2.28/ kWh.] The maximum time period allowed for commissioning of the full Project Capacity is limited to 27 months from the date of signing of PPA or till the tariff becomes zero, whichever is earlier. Beyond this PPA capacity shall stand reduced / amended to the Project Capacity Commissioned and the PPA for the balance Capacity will stand terminated and reduced from the selected Project Capacity In addition, if the commissioning of the Project or part thereof is delayed beyond the start date of grant of transmission open access, then transmission charges should be borne by Successful Bidder till COD of the last Unit for the capacity not commissioned. In the event of termination of PPA, any damages or charges payable to the STU/ CTU, for the Open Access of the Project, shall be borne by the Successful Bidder(s). For the purpose of calculations for penalty, the month shall be considered consisting of 30 days.</p>	<p>commissioned beyond six months from the date of the SCOD: Rs. 2.30 less Rs (0.005*(200-180)) = Rs. 2.20/ kWh As per terms of the PPA, tariff of the Project shall be weighted average tariff of 40 MW and 60 MW. The tariff of the Project shall reduce to (((2.30 X 60) + (2.20X 40))/100) = Rs. 2.26/ kWh Based on the above schedule, total LD payable by the bidder shall be Rs. 10 Crores (25 lac/MW X 40 MW) and tariff of the Project for the entire term of PPA shall stand reduced to Rs. 2.26/ kWh.] The maximum time period allowed for commissioning of the full Project Capacity is limited to 27 months from the date of signing of PPA or till the tariff becomes zero, whichever is earlier. Beyond this PPA capacity shall stand reduced / amended to the Project Capacity Commissioned and the PPA for the balance Capacity will stand terminated and reduced from the selected Project Capacity. In addition, if the commissioning of the Project or part thereof is delayed beyond the start date of grant of transmission open access, then transmission charges should be borne by Successful Bidder till COD of the last Unit for the capacity not commissioned. In the event of termination of PPA, any damages or charges payable to the STU/ CTU, for the Open Access of the Project, shall be borne by the Successful Bidder(s). For the purpose of calculations for penalty, the</p>

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				month shall be considered consisting of 30 days.
6.	RfS	3.13 (vi)	In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) shall be payable by the Successful Bidder to TPL. However, the new entity should be of the same financial strength as the Successful Bidder.	In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee plus GST as applicable (non-refundable) shall be payable by the Successful Bidder to TPL. However, the new entity should be of the same financial strength as the Successful Bidder.
7.	PPA	Financial Closure Article 3.1 (ii)	An extension for the attainment of the Financial Closure can however be considered by TPL, on the sole request of the Power Producer, on advance payment of extension charges of Rs. 10,000/- per day per MW.	An extension for the attainment of the Financial Closure can however be considered by TPL, on the sole request of the Power Producer, on advance payment of extension charges of Rs. 10,000/- per day per MW plus GST as applicable.
8.	PPA	3.3 Liquidated Damages for delay in Commissioning the Project beyond Scheduled Commercial Operation Date (SCOD)	<p>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:</p> <p>If the Delay is up to 1 (one) month from the SCOD:</p> <p>20% of the PBG amount shall be encashed as penalty for the first month of delay, calculated on per day basis and proportionate to the capacity not commissioned; [e.g. for a Project of 100 MW capacity, if commissioning of 40 MW capacity is delayed by 18 days from the SCOD, then the penalty shall be: 20% of PBG amount X (40/100) X (18/30)]</p> <p>If Delay continues for more than 1 (one) month and up to 3 (three) months from the SCOD:</p>	<p>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:</p> <p>Delay upto six (6) months from SCOD – TPL will encash total Performance Bank Guarantee on per day basis and proportionate to the balance Capacity not commissioned</p> <p>[e.g. for a Project of 100 MW capacity, if commissioning of 40 MW capacity is delayed by 30 days from the SCOD, then the penalty shall be: PBG amount X (40/100) X (30/180).]</p> <p>In case the commissioning of the project is delayed beyond Six (6) months from SCOD:</p>

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			<p>TPL will encash remaining amount from PBG worked out on per day basis and proportionate to the Capacity not commissioned.</p> <p>[e.g. for a Project of 100 MW capacity, if commissioning of 40 MW capacity is delayed by 40 days from the SCOD, then the penalty shall be: 20% of PBG amount X (40/100) + 80% of PBG amount X (40/100) X (10/60).]</p> <p>If Project is delayed beyond 3 (three) months from the SCOD:</p> <p>The tariff discovered after e-reverse auction shall be reduced at the rate of 0.50 paisa/kWh per day of delay for the delay in such remaining capacity which is not commissioned for the entire term of the PPA.</p> <p>[e.g. for a Project of 100 MW capacity, if commissioning of 40 MW capacity is delayed by 100 days from the SCOD, the Tariff gets reduced as below:</p> <p>Tariff Calculation: Considering Tariff discovered after e-reverse auction is Rs. 2.30 / kWh, Tariff for the 40 MW capacity which has been commissioned beyond three months from the date of the SCOD: Rs. 2.30 less Rs (0.005*(100-90)) = Rs. 2.25/ kWh</p> <p>As per terms of the PPA, tariff of the Project shall be weighted average tariff of 40 MW and 60 MW. The tariff of the Project shall reduce to (((2.30 X 60) + (2.25X 40))/100) = Rs. 2.28 / kWh</p> <p>Based on the above schedule, total LD payable by the bidder shall be Rs. 10 Crores (Rs. 25 lac/ MW X 40 MW) and tariff of the Project for the entire</p>	<p>The tariff discovered after e-reverse auction shall be reduced at the rate of 0.50 paisa/kWh per day of delay for the delay in such remaining capacity which is not commissioned for the entire term of the PPA.</p> <p>[e.g. for a Project of 100 MW capacity, if commissioning of 40 MW capacity is delayed by 200 days from the SCOD, the Tariff gets reduced as below:</p> <p>Tariff Calculation: Considering Tariff discovered after e-reverse auction is Rs. 2.30 / kWh, Tariff for the 40 MW capacity which has been commissioned beyond six months from the date of the SCOD: Rs. 2.30 less Rs (0.005*(200-180)) = Rs. 2.20/ kWh</p> <p>As per terms of the PPA, tariff of the Project shall be weighted average tariff of 40 MW and 60 MW. The tariff of the Project shall reduce to (((2.30 X 60) + (2.20X 40))/100) = Rs. 2.26/ kWh</p> <p>Based on the above schedule, total LD payable by the bidder shall be Rs. 10 Crores (25 lac/MW X 40 MW) and tariff of the Project for the entire term of PPA shall stand reduced to Rs. 2.26/ kWh.]</p> <p>The maximum time period allowed for commissioning of the full Project Capacity is limited to 27 months from the date of signing of PPA or till the tariff becomes zero, whichever is earlier. Beyond this PPA capacity shall stand reduced / amended to the Project Capacity Commissioned and the PPA for the balance Capacity will stand terminated and reduced from the selected Project Capacity.</p>

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			<p>term of PPA shall stand reduced to Rs. 2.28/ kWh.] The maximum time period allowed for commissioning of the full Project Capacity is limited to 27 months from the date of signing of PPA or till the Tariff becomes zero, whichever is earlier. Beyond this PPA capacity shall stand reduced / amended to the Project Capacity Commissioned and the PPA for the balance Capacity will stand terminated and reduced from the selected Project Capacity.</p> <p>In addition, if the commissioning of the Project or part thereof is delayed beyond the start date of grant of transmission open access, then transmission charges should be borne by Successful Bidder till COD of the last Unit for the capacity not commissioned.</p> <p>In the event of termination of PPA, any damages or charges payable to the STU/ CTU, for the Open Access of the plant, shall be borne by the Power Producer.</p> <p>For the purpose of calculations for penalty, the month shall be considered consisting of 30 days.</p>	<p>In addition, if the commissioning of the Project or part thereof is delayed beyond the start date of grant of transmission open access, then transmission charges should be borne by Successful Bidder till COD of the last Unit for the capacity not commissioned.</p> <p>In the event of termination of PPA, any damages or charges payable to the STU/ CTU, for the Open Access of the plant, shall be borne by the Power Producer.</p> <p>For the purpose of calculations for penalty, the month shall be considered consisting of 30 days</p>
9.	PPA	Facilitation Fees Article 5.6	<p>In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) shall be payable by the developer to TPL-D.</p>	<p>In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction plus GST as applicable as Facilitation Fee (non-refundable) shall be payable by the developer to TPL-D.</p>
10.	PPA	Clause No 9.1.1	<p>Change in Law shall refer to the occurrence of any of the following events after the Bid Deadline.</p> <p>a. The enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any statute, decree, ordinance or other law,</p>	<p>Following para to be added after clause 9.1.1 (a)</p> <p>“For avoidance of doubt, It is clarified that any change in taxes or surcharge or cess or similar charges on inputs like material, labour or any other</p>

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			<p>regulations, notice, circular, code, rule or direction by Governmental Instrumentality or a change in its interpretation by a Competent Court of law, tribunal, government or statutory authority or any of the above regulations, taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity.</p>	<p>input for setting up the solar project will not be allowed under Change in Law.”</p>