

Addendum-3 to the Bidding Documents

Dated 30 May 2018

The addendum to the Bidding Documents for Request For Proposal (RFP) invited from the Power Producing Companies/ Solar Developers for the allotment of 650 MW_{AC} (50MW_{AC} x13 Blocks) Grid-Connected Ground Mounted Solar Photovoltaic Projects to be implemented in Pavagada Solar Park in the state of Karnataka on “Build-Own-Operate” basis under open category only for the procurement of solar power by the ESCOMs of Karnataka for a period of 25 years published vide RFP no.KREDL/07/SG/650MW/Pavagada Park/809-A/2018-19 dated 23 Apr 2018.

The addendum issued to the Bidding Documents including but not limited to the RFP, Draft PPA, ISA, LSA, corrigendum and addendum is mentioned below:

Sl. No.	Clause reference	Existing Clause	As Amended
1.	RFP 1.3.1	The Projects shall be Commissioned within a maximum period of 10 (ten) Months(“Scheduled Commissioning Period”) from Effective Date (as defined in the Draft PPA),which is termed as the “Scheduled COD”. For example, if the Effective Date (as defined in the Draft PPA) is 15 May 2018, then Scheduled COD shall be 14 March 2019,irrespective of holidays.	The Projects shall be Commissioned within a maximum period of 12 (twelve) Months(“Scheduled Commissioning Period”) from Effective Date (as defined in the Draft PPA),which is termed as the “Scheduled COD”. For example, if the Effective Date (as defined in the Draft PPA) is 15 May 2018, then Scheduled COD shall be 14 May 2019 ,irrespective of holidays.
2.	RFP 1.3.3	The maximum time period allowed for achieving the Project COD with encashment of Performance Security and payment of Liquidated Damages shall be limited to fourteen (14) Months from Effective Date (as defined in the Draft PPA); in case of further delay in achieving the Project COD beyond fourteen (14) Months period from Effective Date (as defined in the Draft PPA) would amount to termination of PPA.	The maximum time period allowed for achieving the Project COD with encashment of Performance Security and payment of Liquidated Damages shall be limited to sixteen (16) Months from Effective Date (as defined in the Draft PPA); in case of further delay in achieving the Project COD beyond sixteen (16) Months period from Effective Date (as defined in the Draft PPA) would amount to termination of PPA.
3.	RFP 1.8Pavagada Solar Park Charges	SPD shall submit an irrevocable unconditional Performance Bank Guarantee (PBG) of INR 5 Lakhs (Indian Rupees Five Lakhs) per MW _{AC} with validity for a minimum period of 13 (thirteen) months from the obtaining concurrence from KERC on the draft PPA	SPD shall submit an irrevocable unconditional Performance Bank Guarantee (PBG) of INR 5 Lakhs(Indian Rupees Five Lakhs) per MW _{AC} with validity for a minimum period of 15 (fifteen) months from the date of obtaining concurrence from KERC on the draft PPA
4.	RFP 1.8Pavagada Solar Park Charges	Annual Land Lease Rent per MW (with	Annual Land Lease Rent per MW (with

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		<p>5%escalation once in every 2 years): Rs.1,63,075 (One Lakh Sixty Three Thousand and Seventy Five only) (5Acres per MW will be allotted to SPD)</p> <p>Before signing of LSLA. The SPDs shall have to reimburseKSPDCL, the annual lease rent forthe years 2015-16, 2016-17 and 2017-18 (i.e. upto date of Land SubLease Agreement) along with interestat SBI PLR.</p>	<p>5%escalation once in every 2 years): Rs.1,63,075 (One Lakh Sixty Three Thousand and Seventy Five only) (5Acres per MW will be allotted toSPD)</p> <p>The SPDs shall have to reimburse KSPDCL, the annual lease rent for the years 2015-16, 2016-17 and2017-18) along with interest at SBI Prime Lending Rate (PLR)at the time of signing LSA OR in three (3) equal installments as follows:</p> <p>a. The first installment shall be paid in the month of April 2019 ; b. The second installment shall be paid in the month of April 2020; and c. The third installment shall be paid in the month of April 2021</p>
5.	RFP 1.8Pavagada Solar Park Charges	<p>Compensation towards yielding borewells, drip,trees etc.:</p> <p>Rs. 1 lakh / MW (provisional till Nov2017) before signing of ISA.On actual basis in proportion to allocated capacity upon intimationby KSPDCL shall have to be paidby SPDs</p>	<p>Compensation towards yielding bore wells, drip, trees etc.:</p> <p>Rs.1 lakh / MW before signing of ISA. On actual basis, in proportion to allocated capacity upon intimation by KSPDCL shall have to be paid by SPDs, subjected to a maximum ceiling limit of Rs. 1.25 Lakh (Indian Rupees One Lakhs Twenty Five Thousand Only) per MW</p>
6.	RFP ANNEX-IX	<p>We hereby undertake to certify in line with Clause 4.2 (b) of the draft PPA that the following details shall be furnished within 5 (five) months from Effective Date of the draft PPA:</p>	<p>We hereby undertake to certify in line with Clause 4.2 (b) of the draft PPA that the following details shall be furnished prior to the COD:</p>
7.	RFP General	<p>The phrase “Statutory Auditor” across the RFP</p>	<p>The phrase “Statutory Auditor” is replaced with “Statutory Auditor or Chartered Accountant”</p>

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8.	PPA 4.1	Save and except as expressly provided in Articles 14 or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4 (the "Conditions Precedent") by the Solar Power Developer within 5 (Five) months from the Effective Date, unless such completion is affected by any Force Majeure event, or if any of the activities is specifically waived in writing by ESCOM	Save and except as expressly provided in Articles 14 or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4 (the "Conditions Precedent") by the Solar Power Developer prior to the COD , unless such completion is affected by any Force Majeure event, or if any of the activities is specifically waived in writing by ESCOM
9.	PPA 4.3	In the event that the Solar Power Developer does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.2 within the period of 5 (five) months and the delay has not occurred for any reasons attributable to ESCOM or due to Force Majeure, the Solar Power Developer shall pay to ESCOM Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum period of 30 (thirty) days. On expiry of the said 30 (thirty) days, ESCOM at its discretion may terminate this Agreement.	In the event that the Solar Power Developer does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.2 prior to the COD and the delay has not occurred for any reasons attributable to ESCOM or due to Force Majeure, the Solar Power Developer shall pay to ESCOM Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum period of 30 (thirty) days. On expiry of the said 30 (thirty) days, ESCOM at its discretion may terminate this Agreement.
10.	PPA 5.8.3	The maximum time period allowed for achievement of Commercial Operation Date with payment of Liquidated Damages shall be limited to 14 (fourteen) months from the Effective Date. In case, the achievement of COD is delayed beyond 14 (fourteen) months from the Effective Date, it shall be considered as an Solar Power Developer's Event of Default and provisions of Article 16 shall apply and the Power Project shall be removed	The maximum time period allowed for achievement of Commercial Operation Date with payment of Liquidated Damages shall be limited to 16 (sixteen) months from the Effective Date. In case, the achievement of COD is delayed beyond 16 (sixteen) months from the Effective Date, it shall be considered as an Solar Power Developer's Event of Default and provisions of Article 16 shall apply and the Power Project shall be removed

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		from the list of selected projects in the event of termination of this Agreement.	from the list of selected projects in the event of termination of this Agreement.
11.	PPA 8.5	The Solar Power Developer shall commission the Project within 10 (ten) months from the Effective Date as per PPA.	The Solar Power Developer shall commission the Project within 12(twelve) months from the Effective Date as per PPA.
12.	PPA 16.1.1 a)	The Developer has failed to achieve the COD beyond fourteen (14) months from the Effective Date for any reason whatsoever	The Developer has failed to achieve the COD beyond sixteen (16) months from the Effective Date for any reason whatsoever
13.	PPA 21.1 Definitions	“Scheduled Commissioning Date” shall mean 10 (ten) months from the Effective Date.	“Scheduled Commissioning Date” shall mean 12 (twelve) months from the Effective Date.
14.	ISA Definitions (d)	“Commercial Operation Date (COD)” shall mean 10 (ten) Months (“Scheduled Commissioning Period”) from Effective Date (as defined in the Draft PPA) where upon the SPD starts injecting power from the Power Project to the Delivery Point	“Commercial Operation Date (COD)” shall mean 12 (twelve) Months (“Scheduled Commissioning Period”) from Effective Date (as defined in the Draft PPA) where upon the SPD starts injecting power from the Power Project to the Delivery Point(220 kV side of 400/220 kV grid Sub-Station of CTU)
15.	ISA 6.6.1	The PBG shall be valid for a minimum period of 13(thirteen) months from the date obtaining concurrence from KERC on the draft PPA.	The PBG shall be valid for a minimum period of 15 (fifteen) months from the date obtaining concurrence from KERC on the draft PPA.
16.	ISA 6.6.2	The Solar Power Project shall be commissioned within 10 (ten) months from the Effective Date(as defined in the Draft PPA).	The Solar Power Project shall be commissioned within 12 (twelve) months from the Effective Date(as defined in the Draft PPA).
17.	ISA 6.5	SPD shall have to pay Rs. 50,00,000/- (Rs. Fifty lakhs Only) for 50MW (provisional till Nov2017) calculated @ Rs. 1,00,000/- per MW to SPPD towards compensation for Horticultural trees/agricultural crops/yielding bore-wells/ drip irrigation/ sprinklers building etc. based on the assessment made by the Appropriate Authorities.	SPD shall have to pay Rs. 50,00,000/- (Rs. Fifty lakhs Only) for 50MW (provisional till Nov 2017) calculated @ Rs. 1,00,000/- per MW to SPPD towards compensation for Horticultural trees/agricultural crops/yielding bore-wells/ drip irrigation/ sprinklers building etc. based on the assessment made by the Appropriate Authorities, subjected to a maximum ceiling limit of Rs. 1.25 Lakh (Indian Rupees One Lakhs Twenty Five Thousand Only) per MW.
18.	ISA 12. 1 Right of Termination		12.1 b) Voluntarily KSPDCL shall not terminate this agreement without the

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			concurrence of SPD, unless acted by an order as per the Law or any court order passed by any Honorable High Court in India and/ or the Supreme Court of India.
19.	LSA 4.2	Annual lease rent calculated from the date of Principal Lease Agreement for the years 2015-16, 2016-17 and 2017-18 (i.e. up to date of Land Sub Lease Agreement) along with interest at SBI PLR shall be payable by Lessee to Lessor along with applicable GST on or before signing of this agreement.	The SPDs shall have to reimburse KSPDCL, the annual lease rent for the years 2015-16, 2016-17 and 2017-18) along with interest at SBI Prime Lending Rate at the time of signing LSA OR in three (3) equal installments as follows: <ol style="list-style-type: none"> a. The first installment shall be paid in the month of April 2019 ; b. The second installment shall be paid in the month of April 2020; and c. The third installment shall be paid in the month of April 2021.
20.	Price Bid Format Microsoft Excel File name: Price Bid_23 April 2018.xlsx , Instruction	In no case, the Quoted Tariff/ PPA Tariff quoted by the Bidder cannot be more than the tariff of 2.93 INR (Indian Rupees Two and Ninety Three Paise) per kWh for all the Projects	In no case, the Quoted Tariff/ PPA Tariff quoted by the Bidder can be more than the tariff of 2.93 INR (Indian Rupees Two and Ninety Three Paise) per kWh for all the Projects

For avoidance of any doubt, Bidders to note that this Addendum – 3 dated 30 May 2018 shall supersede the relevant provisions/ clauses/ footers/ any reference of the previous Bidding Documents including RFP, Draft PPA, LSA, and ISA all the addendums and clarifications issued before this Addendum.