

**Addendum-1, dated 06 Feb 2018. This addendum shall be the part of RFP, Draft PPA, ISA and LSA.**

Sl. No.	Existing Clause no.	Existing clause	Amended clause (Read as)
1.	General in RFP,PPA,LSA and ISA	"Injection Point"	The term "Injection Point" shall be read as "Delivery Point" or "delivery point".
2.	General in RFP	"Chartered Accountant"	The term "Chartered Accountant" shall be read as "Statutory Auditor".  <b>Explanation:</b> All certificates and documents requested from "Chartered Accountant" shall be issued by " <b>Statutory Auditor</b> " only.
3.	Definition	<b>Delay Liquidated Damages:</b> Has the meaning ascribed to it in Clause 1.3.3 in the PPA;	Delay Liquidated Damages: Has the meaning ascribed to it in Clause 1.3.3 in the <b>RFP</b> ;
4.	Definition	<b>PPA Term:</b> Means the twenty five (25) years period starting from Scheduled COD or Project COD, as the case may be, till the expiry of the PPA Term;	<b>PPA Term:</b> Means the twenty five (25) years period starting from <b>the date of LOA</b> till the expiry of the PPA Term;
5.	Definition	<b>Successful Bidder:</b> Means, in respect of each Project, the Eligible Bidder selected by KREDL for award of the Project Agreements for that Unit, following the completion of the Bid Process;	<b>Successful Bidder:</b> Means, in respect of each Project, the Eligible Bidder selected by KREDL for award of the Project Agreements for that <b>Project</b> , following the completion of the Bid Process;
6.	RFP Clause 1.4.1	The Solar Power Developer shall maintain the Minimum CUF and Maximum CUF as twenty six percent (26%) and fourteen percent (14%) respectively, for the Project capacity measured in AC, during the PPA Term.	The Solar Power Developer shall maintain the <b>Maximum</b> CUF and <b>Minimum</b> CUF as twenty six percent (26%) and fourteen percent (14%) respectively, for the Project capacity measured in AC, during the PPA Term.
7.	RFP Clause 2.1.2	It is pertinent to mention that the PPA Tariff discovered during the E-Reverse Auction process shall be application during the PPA Term.	It is pertinent to mention that the PPA Tariff discovered during the E-Reverse Auction process shall be <b>applicable</b> during the PPA Term.
8.	RFP Clause 3.1.3	If the Successful Bidder is a Consortium, then the all the members of the Consortium shall subscribe and hold at least fifty one percent (51%) of the Paid-up Share Capital with voting rights of SPV and the Lead Member of the Consortium shall subscribe and hold at least twenty six percent (26%) of the Paid-up Share Capital with voting rights of SPV from the date of incorporation of the SPV until the expiry of First	If the Successful Bidder is a Consortium, then the all the members of the Consortium <b>together</b> shall subscribe and hold at least fifty one percent (51%) of the Paid-up Share Capital with voting rights of SPV <b>in aggregate</b> and the Lead Member of the Consortium shall subscribe and hold at least twenty six percent (26%) of the Paid-up Share Capital with voting rights of SPV from the date of incorporation of the SPV until

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		Contract Year.	the expiry of First Contract Year.
9.	RFP Clause 7.5.1	If a Bidder submits a non-responsive Bid not meeting the Technical Capacity and Financial Capacity;	This clause stands deleted.
10.	RFP Clause 7.5.3	If a Bidder is disqualified in accordance with the provisions of this RFP;	This clause stands deleted.
11.	RFP Clause 7.5.5 ii.	Pay the Facilitation Fee to KREDL in accordance with Clause 1.8 prior to execution of the Project Agreements;	Pay the Facilitation Fee to <b>KSPDCL</b> in accordance with Clause 1.8 prior to execution of the Project Agreements;
12.	RFP Clause 8.1	Such amount shall be payable by the Successful Bidder only in accordance with Clause 1.8 prior to execution of the Project Agreements within the timelines mentioned in Clause 22.1.3 of this RFP.	Such amount shall be payable by the Successful Bidder only in accordance with Clause 1.8 prior to execution of the Project Agreements within <b>seven (7) days of date of LOA.</b>
13.	RFP Clause 9.2	Subject to a Bidder demonstrating the requisite Technical Capacity and Financial Capacity in accordance with Clause 17.1. There is no restriction on the maximum number of Projects that a Bidder can bid for in its Bid.	Subject to a Bidder demonstrating the requisite Technical Capacity and Financial Capacity in accordance with Clause 17.1, <b>there</b> is no restriction on the maximum number of Projects that a Bidder can bid for in its Bid.
14.	RFP Clause 15.1.1 viii. b)	Memorandum of Association highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.	Memorandum of Association highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development. <b><u>In case, there is no mention of the above provisions in the MoA/ AoA of the Bidder, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as successful Bidder.</u></b>
15.	RFP Clause 15.1.1 ix.	-	New clause:  <b><u>Copy of RFP, draft PPA, ISA, LSA, Addendums, Clarification and Corrigendum duly signed by authorized signatory along with seal and shall be the part of Clause 15 (Key Submission of Bid).</u></b>
16.	RFP Clause 15.1.3 viii.	viii. KREDL shall not be responsible for any delays, loss or non-receipt of any Techno-Commercial Bid. In	The existing Clause 15.1.3 viii. shall be mentioned as Clause 15.2. and read as

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		case the Bidder has not submitted any of the above document as mentioned above in Clause 15, then all the Bids submitted by the Bidder shall be rejected.	<b><u>15.2</u></b> KREDL shall not be responsible for any delays, loss or non-receipt of any Techno-Commercial Bid. In case the Bidder has not submitted any of the above document as mentioned above in Clause 15, then all the Bids submitted by the Bidder shall be rejected. <b><u>KREDL shall not be held responsible for failure on part of the Bidder to furnish all or any of the documents as part of its Bid through e-procurement portal or for rejection of Bids by E-Procurement for whatsoever reasons. No correspondence shall be entertained by KREDL in this regard.</u></b>
17.	RFP Clause 16.1.4	Whether the original Cost of RFP, Application Fee, <b><u>Facilitation Fee</u></b> and Bid Security have been submitted.	Whether the original Cost of RFP, Application Fee and Bid Security have been submitted.
18.	RFP Clause 16.1.5	-	New clause:  <b><u>Whether the original Power of Attorney as per Appendix III, Power of Attorneys as per Appendix IV (for Consortium only), JBA as per Appendix V (for Consortium only) have been submitted</u></b>
19.	RFP Clause 17.1.1	The Bidder shall hold more than twenty six percent (26%) of Paid-up Share Capital as on the date of COD.	The Bidder, participating as a Single Bidder, shall hold more than twenty six percent (26%) of Paid-up Share Capital as on the date of COD.  <b><u>The Bidder, participating as a Consortium, the Member of the Consortium claiming the Technical Capacity shall hold one hundred percent (100%) of Paid-up Share Capital as on the date of COD.</u></b>
20.	RFP Clause 20.4	Bidders, by offering a Quoted Tariff <b><u>equal to</u></b> or lower than the “Next Valid Bid, can become “L1” Bidder and this continues as an iterative process.	Bidders, by offering a Quoted Tariff lower than the “Next Valid Bid, can become “L1” Bidder and this continues as an iterative process.
21.	RFP Clause 20.5	After conclusion of the E-Reverse Auction event, the	After conclusion of the E-Reverse Auction event, the

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		Successful Bidder(s) shall e-mail from its registered e-mail id, the PPA Tariff discovered at the closure of the E-Reverse Auction process along with the preference of Block numbers in Pavagada Solar Park duly signed by the authorized person, in the prescribed Price Schedule format as per APPENDIX-VIII, within two (2) hours of E-Reverse Auction end time without fail.	Successful Bidder(s) shall e-mail from its registered to KREDL's e-mail ids <b><u>kredlmd@gmail.com, agm.sgkredl@gmail.com</u></b> , the PPA Tariff discovered at the closure of the E-Reverse Auction process along with the preference of Block numbers in Pavagada Solar Park duly signed by the authorized person, in the prescribed Price Schedule format as per APPENDIX-VIII, within two (2) hours of E-Reverse Auction end time without fail.
22.	RFP ANNEX-II Checklist Sl. No. 21	Any other deviation in RFP	RFP
23.	RFP APPENDIX-III	In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.	<b><u>For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.</u></b>
24.	RFP APPENDIX-IV	In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.	<b><u>For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.</u></b>
25.	RFP APPENDIX-IV	-	New Clause after the first paragraph:  <b><u>We are submitting our Bid for a total capacity of [ ] MW<sub>AC</sub> across [ ] no. of Blocks in Pavagada Solar</u></b>

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			<b>Park.</b>
26.	RFP APPENDIX-V	For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.	<b><u>For a Joint Bidding Agreement executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.</u></b>
27.	RFP APPENDIX-V	-	New Clause after the first paragraph:  <b><u>We are submitting our Bid for a total capacity of [ ] MW<sub>AC</sub> across [ ] no. of Blocks in Pavagada Solar Park.</u></b>
28.	PPA Clause 3.1	This Agreement shall come into effect from the date of signing of PPA and such date shall be referred to as the Effective Date.	<b><u>The Effective Date shall mean date of LOA. This Agreement shall come into effect from the date of signing of PPA.</u></b>
29.	PPA Clause 4.2 a)	obtained all Consents, Clearances and Permits required for supply of power to ESCOM as per the terms of this Agreement;	This clause stands deleted.
30.	PPA Clause 5.4	The Solar Power Developer shall be responsible for power evacuation from the Power Project to the nearest designated Delivery Point/ Delivery points in Pavagada Solar Park.	The Solar Power Developer shall be responsible for power evacuation from the Power Project to the nearest designated Delivery Point/ Delivery points in Pavagada Solar Park, <b><u>as per the provisions mentioned under ISA.</u></b>
31.	PPA Clause 5.8.1 c.	For the delay of more than two and upto four months an amount equivalent to 40% of the Performance Security.	For the delay of more than two and <b><u>up to three (3)</u></b> months an amount equivalent to 40% of the Performance Security.
32.	PPA Clause 10.3.4		New Clause:  <b><u>The Developer and ESCOM shall follow the forecasting and scheduling process as per the</u></b>

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			<b><u>regulations in this regard by KERC.</u></b>
33.	PPA Clause 16.1.1 a)	The Developer has failed to achieve the COD beyond twenty two (22) months from the date of getting concurrence from KERC on the PPA for Power Project for any reason whatsoever;	The Developer has failed to achieve the COD beyond <b><u>twelve (12) months from the Effective Date for any reason whatsoever;</u></b>
34.	PPA Clause 21.1	“Delivery Point” shall mean point or points at which power supplied into the Pavagada Solar Park.	<b><u>“Delivery Point” shall mean the point at 220 kV side of 400/220 kV Sub-Station of CTU. All costs and losses up to that point will be to the account of the Solar Power Developers.</u></b>
35.	PPA Schedule 1	Evidence of clear possession of the required land for the Project along with following documentary evidence: - <ul style="list-style-type: none"> <li>o Lease hold rights in the name of the Developer and possession of 100% of the area of land required for the Project.</li> <li>o Certificate by the concerned and competent registration authority for the ownership/ vesting of the land in the name of the Developer and the land is suitable for industrial use.</li> <li>o Sworn affidavit from the Authorized person of the Developer listing the details of the land and certifying total land required for the Project under clear possession of the Developer A certified English translation from an approved translator in case above land documents are in language other than English Languages</li> </ul>	<b><u>Evidence of clear possession of the required land for the Project as per the provisions of Land Sub-lease Agreement (LSA).</u></b>
36.	ISA Clause 6.6.2	The Solar Power Project shall be commissioned within 13 months from the date of signing of PPA by SPD.	<b><u>The Solar Power Project shall be commissioned as per the provisions mentioned under RFP and PPA.</u></b>