

Engineering, Procurement and Construction (EPC) Contractor for design, engineering, procurement, supply, construction, erection, testing and commissioning of 4x50 MW (AC) solar photovoltaic (PV) power plant with associated transmission system and comprehensive Operation & Maintenance (O&M) for ten (10) years at Pavagada Ultra Mega Solar Park of Tumakuru District in Karnataka for procurement of solar power by ESCOMs of Karnataka for a period of twenty five (25) years Tender specification no. KREDL/07/200MW/EPC/PAVAGADA/RFP/2017-18 dated 11 Nov 2017

### **Addendum – 2**

<b>Sl. No</b>	<b>Clause No.</b>	<b>Page No.</b>	<b>Original Clause</b>	<b>Read As</b>
1	1.2.7.2.1	8/723	The Bidder should have designed, supplied, erected/ supervised erection and commissioned/ supervised commissioning of solar PV based grid connected power plant(s) of cumulative installed capacity of not less than total capacity being bid by the Bidder, out of which at least one (1) plant should have been of installed capacity of at least equal to fifty percent (50%) of the total capacity being bid by the Bidder including completion of development of plant substation of 66 kV/11 kV and above. The reference plant of at least equal to fifty percent (50%) of the total capacity being bid by the Bidder must have been in successful operation for at least six (6) months prior to the date of Techno-Commercial Bid submission.	<p>The Bidder <b>as an EPC contractor</b> should have designed, supplied, erected/ supervised erection and commissioned/ supervised commissioning of solar PV based grid connected power plant(s) of cumulative installed capacity of not less than <b>20 MW (AC) per 50 MW (AC) block</b>, out of which at least one (1) plant at a "single block in single location" or "<b>single/multiple blocks within a solar park only</b>" should have been of installed capacity of at <b>least 10 MW (AC) connected at 33 kV or above</b>. The reference plant of at least <b>10 MW (AC)</b> must have been in successful operation for at least six (6) months prior to the date of Techno-Commercial Bid submission.</p> <p><b>Illustration:</b></p> <p><b>In case a Bidder is quoting for 150 MW (AC) for 3 blocks, then the cumulative installed capacity shall not be less than 60 MW (AC), out of which at least one plant at a "single block in single location" or "single/multiple blocks within a solar park only" should have been of installed capacity of at least 10 MW (AC) connected at 33 kV or above. The reference plant of at least 10 MW (AC) must have been in successful operation for at least six (6) months prior to the date of Techno-Commercial Bid submission.</b></p>
2	1.2.7.3.1	10/723	The average annual turnover of the Bidder, should not be less than 200 crores INR (Indian Rupees two	The average annual turnover of the Bidder, should not be less than 200 crores INR (Indian Rupees two

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			hundred crores only) or equivalent US\$ per 50 MW (AC) during the preceding five (5) financial years viz. from FY 2012-13 till FY 2016-17 / CY 2013 till CY 2017 (applicable for foreign Bidders only). The average annual turnover shown by the Bidder shall be evaluated based on the total capacity being bid by the Bidder to be considered under “Financial capacity – average annual turnover”. Other income shall not be considered for arriving at calculation of average annual turnover.	hundred crores only) or equivalent US\$ per 50 MW (AC) during <b>any three (3) financial years out of the</b> preceding five (5) financial years viz. from FY 2012-13 till FY 2016-17 / CY 2013 till CY 2017 ( <b>CY</b> applicable for foreign Bidders only). The average annual turnover shown by the Bidder shall be evaluated based on the total capacity being bid by the Bidder to be considered under “Financial capacity – average annual turnover”. Other income shall not be considered for arriving at calculation of average annual turnover.
3	1.2.7.3.10	12/723	In case of a Consortium, for the computation of Financial Capacity, the Net Worth of all the members of the Consortium would be aggregated. In computing the Net Worth of the Single Business Entity/ Consortium Members, the Net Worth of their respective Group Business Entities would also be eligible hereunder.	In case of a Consortium, for the computation of Financial Capacity, the <b>average annual turnover</b> and Net Worth of all the members of the Consortium would be aggregated. In computing the <b>turnover</b> and Net Worth of the Single Business Entity/ Consortium Members, the <b>turnover</b> and Net Worth of their respective Group Business Entities would also be eligible hereunder.
4	Part B B-5 – Power conditioning unit	182/723	Power Conditioning Unit (PCU) shall consist of inverter along with associated control & protection, filtering, measuring instruments and data logging devices. The PCU shall be designed to supply the three phase AC power to the grid. The power conditioning unit shall be capable to adjust the output voltage & frequency to suit the grid condition. The continuous combined rating of all PCUs shall not be less than 125000 kW at maximum operating temperature (50deg C) at 0.95 pf. Bidder shall also furnish maximum overloading capacity of the PCU w.r.t. temperature along with PCU data sheet	Power Conditioning Unit (PCU) shall consist of inverter along with associated control & protection, filtering, measuring instruments and data logging devices. The PCU shall be designed to supply the three phase AC power to the grid. The power conditioning unit shall be capable to adjust the output voltage & frequency to suit the grid condition. The continuous combined rating of all PCUs shall not be less than <b>50,000</b> kW at maximum operating temperature (50deg C) at 0.95 pf. Bidder shall also furnish maximum overloading capacity of the PCU w.r.t. temperature along with PCU data sheet.

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5	1.2.7.1.2	6/723	A Bidder is eligible to submit Bids for developing the Project with solar PV technology. The solar PV ground mount project shall be developed with fixed tilt structure only.	A Bidder is eligible to submit Bids for developing the Project with solar PV technology. <b>Bidder is allowed to choose any proven solar photovoltaic technology including but not limited to fixed tilt, seasonal tilt or tracker based solution (single axis/ double axis).</b>
6	Sub clause 5 of 2.6.1	52/723	<p><b>Post Reverse Auction Procedure:</b> After Reverse Auction, the Bidders would be ranked in ascending order of price as L-1, L-2, L-3, L-4, L-5 and so on with L-1 being the lowest evaluated Bidder. Four (4) Blocks of 50 MW (AC) (B-16, B-22, B-39 and B-40 as provided in KSPDCL website), would be awarded to the Bidders quoting the lowest Quoted Price till the total capacity of 200 MW (AC) is reached. The lowest evaluated successful Bidder shall have the first right to select the blocks from B-16, B-22, B-39 and B-40 of Pavagada solar park for implementation of their project(s).</p> <p>In case any successful Bidder disagrees to accept the results, the Bidder shall be disqualified from award with forfeiture of the Bid Security and the ranking of the Bidders shall be done afresh.</p> <p>After Reverse Auction, the break up for all components of their initial Total Quoted Price including Taxes &amp; Duties shall be adjusted based on multiplication of the factor determined as "Final Quoted Price/ Initial Quoted Price" against each line item. The Final Price Bid shall be sent through registered e-mail by the successful Bidders within 30 (thirty) minutes of completion of Reverse Auction process. Any variation between the Final Quoted Price and that in the confirmatory price breakup,</p>	<p><b>Post Reverse Auction Procedure:</b> After Reverse Auction, the Bidders would be ranked in ascending order of price as L-1, L-2, L-3, L-4, L-5 and so on with L-1 being the lowest evaluated Bidder. Four (4) Blocks of 50 MW (AC) (B-22, B-39, B-40 and <b>B-40A</b> as provided in KSPDCL website), would be awarded to the Bidders quoting the lowest Quoted Price till the total capacity of 200 MW (AC) is reached. The lowest evaluated successful Bidder shall have the first right to select the blocks from B-22, B-39, B-40 and <b>B-40A</b> of Pavagada solar park for implementation of their project(s).</p> <p>In case any successful Bidder disagrees to accept the results, the Bidder shall be disqualified from award with forfeiture of the Bid Security and the ranking of the Bidders shall be done afresh.</p> <p>After Reverse Auction, the break up for all components of their initial Total Quoted Price including Taxes &amp; Duties shall be adjusted based on multiplication of the factor determined as "Final Quoted Price/ Initial Quoted Price" against each line item. The Final Price Bid shall be sent through registered e-mail by the successful Bidders within <b>2 (two) hours</b> of completion of Reverse Auction process. Any variation between the Final Quoted Price and that in the confirmatory price breakup,</p>

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			<p>except approximation made in Final Price Bid, sent through registered e-mail will be considered as tampering the tender process and will invite action by KREDL as per extant guidelines in vogue. Any block(s) which remain undecided up to the last ranked Bidder following the aforementioned procedure shall not be awarded to any Bidder and shall be retendered.</p> <p>Upon receipt of the system report after completion of the Online Reverse Auction and the e-mails from the successful Bidders, the Final Price Bids will be considered for further processing. KREDL's decision on award of contract shall be final and binding on all the BiddeINR KREDL reserves the right to cancel/reschedule/extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason. KREDL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of KREDL shall be binding on the BiddeINR</p>	<p>except approximation made in Final Price Bid, sent through registered e-mail will be considered as tampering the tender process and will invite action by KREDL as per extant guidelines in vogue. Any block(s) which remain undecided up to the last ranked Bidder following the aforementioned procedure shall not be awarded to any Bidder and shall be retendered.</p> <p>Upon receipt of the system report after completion of the Online Reverse Auction and the e-mails from the successful Bidders, the Final Price Bids will be considered for further processing. KREDL's decision on award of contract shall be final and binding on all the Bidders KREDL reserves the right to cancel/reschedule/extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason. KREDL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of KREDL shall be binding on the Bidders.</p>
7	3.1.13	56/72 3	Table under "The broader implementation schedule of each 50 MW (AC) block as under:"	Bidder to refer "Annexure -A" attached to this addendum issued on implementation schedule for commissioning of the Project.
8	2.5.5.1.4	42/72 3	<p>Time schedule (program of performance)</p> <p>The Plant and Equipment covered by this RFP are required to be shipped and installed and the Facilities shall be completed within the period named in the BDS after the effective date specified in the Contract Agreement. Bidders are required to base their prices on the time schedule given in Appendix-4 to the form of Contract Agreement</p>	<p>Time schedule (program of performance)</p> <p>The Plant and Equipment covered by this RFP are required to be shipped and installed and the Facilities shall be completed within the period named in the BDS after the effective date specified in the Contract Agreement. Bidders are required to base their prices on the time schedule given in Appendix-4 to the form of Contract Agreement (Time Schedule) or, where no</p>

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			(Time Schedule) or, where no time schedule is given, on the completion date(s) given in the BDS. No credit will be given for earlier completion.	time schedule is given, on the completion date(s) given in the BDS. <b>Bidder is eligible to avail an incentive at the rate of 0.25% (Zero point two five percent) of the Contract Price (excluding Operation and Maintenance cost) per week for an early completion of Facilities and Operational Acceptance for the Project, subject to a maximum of 2% (two percent) of Contract Price (excluding Operation and Maintenance cost).</b>
9	5.1.38	148/723	New clause Add a new GCC Clause 4.8.11 as under: Date of Bid opening and date of Bid submission wherever referred in GCC clause 4.3.4 (Taxes Duties) and GCC clause Error! Reference source not found. (Change in Laws nd Regulations) shall means date of Deadline for Bid Submission for Envelope-I (Techno-Commercial Bid) and Envelope-II (Price Bid). Any adjustment in Contract Price on account of Change in Laws and regulations shall be payable/recoverable from the Contractor	New clause Add a new GCC Clause 4.8.11 as under: Date of Bid opening and date of Bid submission wherever referred in GCC clause 4.3.4 (Taxes Duties) and GCC clause 4.7.6 (Change in Laws and Regulations) shall means date of Deadline for Bid Submission for Envelope-I (Techno-Commercial Bid) and Envelope-II (Price Bid).
10	4.1.3.10	65/723	Joint Venture or Consortium If the Contractor is a joint venture or consortium of two (2) or more firms, all such firms shall be jointly and severally bound to KREDL for the fulfillment of the obligations under the Contract and shall designate one of such firms to act as a leader with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of KREDL.	Joint Venture or Consortium <b>A consortium is allowed for a maximum of two (2) members only and such members are allowed jointly to fulfill the technical and financial eligibility criteria.</b> In case of a consortium, all such firms shall be jointly and severally bound to KREDL for the fulfillment of the obligations under the Contract and shall designate one of such firms to act as a <b>lead member</b> with authority to bind the consortium. The composition or the constitution of the consortium shall not be altered without the prior consent of KREDL.

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11	2.6.1 Annexure II (Business rules of Reverse Auction), sub-clause 3	51 of 723	<b>Auction extension time:</b> The Initial Auction Time will be provided for 30 (thirty) minutes. If a valid Bid is placed within 8 (eight) minutes of End Time of the Initial Auction Time, then Reverse Auction duration shall get automatically extended for another 8 (eight) minutes from the existing end time. It may be noted that the auto-extension will take place only if a valid Bid comes in those last 8 (eight) minutes. If a Bid does not get accepted for the first 200 MW (AC), the auto-extension will not take place even if that Bid might have come in the last 8 (eight) minutes. The above process will continue till no Bid is received in last 8 (eight) minutes which shall mark the completion of Reverse Auction. However, Bidders are advised not to wait till the last moment to enter their Bid to avoid complications related to internet connectivity, their network problems, system crash down, power failure etc.	<b>Auction extension time:</b> The Initial Auction Time will be provided for <b>40 (forty)</b> minutes. If a valid Bid is placed within 8 (eight) minutes of End Time of the Initial Auction Time, then Reverse Auction duration shall get automatically extended for another 8 (eight) minutes from the existing end time. It may be noted that the auto-extension will take place only if a valid Bid comes in those last 8 (eight) minutes. If a Bid does not get accepted for the first 200 MW (AC), the auto-extension will not take place even if that Bid might have come in the last 8 (eight) minutes. The reverse auction process will be stopped if no Bid is received in the last 8 (eight) minutes for the first 200 MW (AC) with a maximum allowable time duration of 24 hours from the start time of reverse auction, which shall mark the completion of Reverse Auction. However, Bidders are advised not to wait till the last moment to enter their Bid to avoid complications related to internet connectivity, their network problems, system crash down, power failure etc.
12	General	-	Facilitation Fee for bidder	<b>Bidders are not required to submit facilitation fee as referred anywhere in the RFP.</b>
13	1.2.7.1.3.	6 of 723	There are four (4) no. of 50 MW (AC) blocks (B-16, B-22, B-39 and B-40 as provided in KSPDCL website) in the 2,000 MW (AC) Pavagada ultra-mega solar park at Pavagada Taluk of Tumakuru District in Karnataka assigned to KREDL as per the Government Order no. EN 19 VSC 2017 dated 07 February 2017. The Bidders are requested to visit the KSPDCL and KREDL website ( <a href="http://kspdcl.in/">http://kspdcl.in/</a> ) to obtain the specific information on the solar park.	There are four (4) no. of 50 MW (AC) blocks (B-22, B-39, B-40 and <b>B-40-A</b> as provided in KSPDCL website) in the 2,000 MW (AC) Pavagada ultra-mega solar park at Pavagada Taluk of Tumakuru District in Karnataka assigned to KREDL as per the Government Order no. EN 19 VSC 2017 dated 07 February 2017. The Bidders are requested to visit the KSPDCL and KREDL website ( <a href="http://kspdcl.in/">http://kspdcl.in/</a> ) to obtain the specific information on the solar park.

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14	1.2.7.1.6.	7 of 723	The lowest evaluated successful Bidder shall have the first right to select the blocks from B-16, B-22, B-39 and B-40 of Pavagada solar park for implementation of their project(s).	The lowest evaluated successful Bidder shall have the first right to select the blocks from B-22, B-39, B-40 and <b>B-40 A</b> of Pavagada solar park for implementation of their project(s).
15	1.2.7.2.1. , Notes (b)	9 of 723	Bidder shall submit letter of award, work order, contract agreement, purchase order, commissioning certificate, certificate of successful completion, certificate of successful operation for at least six (6) months prior to the date of Techno-Commercial Bid submission from the owner of the solar PV plant and concerned authorities in order to establish the credentials with respect to QR as stated above.	Bidder shall submit letter of award, work order, contract agreement, purchase order, commissioning certificate, certificate of successful completion <b>signed by not less than a rank of Executive Engineer (EE) or equivalent of any Government clients, Central/ State Utilities, Public Sector Undertakings (PSU) or equivalent entity (for foreign Bidders)</b> , certificate of successful operation for at least six (6) months prior to the date of Techno-Commercial Bid submission from the owner of the solar PV plant and concerned authorities in order to establish the credentials with respect to QR as stated above.
16	Attachment -3	562 of 723		The format for Attachment - 3 (Power of Attorney) is provided in "Annexure – B".
17	4.2.3.3	78 of 723	The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall also acquire all other permits, approvals and/ or licenses that are not the responsibility of KREDL under GCC Sub-Clause 4.2.4.3 hereof and that are necessary for the performance of the Contract.	The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall also acquire all other permits, approvals and/ or licenses that are not the responsibility of KREDL under GCC Sub-Clause 4.2.4.3 hereof and that are necessary for the performance of the Contract. <b>However, the Bidder shall be responsible for facilitation, providing</b>

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				<b>necessary documents as required by various authorities and further follow up for obtaining all the permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings on behalf of KREDL in the country where the Site is located, as mentioned in the clause GCC Sub-Clause 4.2.4.3 of the RFP.</b>
18	-	79 of 723	KREDL shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located, which such authorities or undertakings require KREDL to obtain them in the KREDL's name are necessary for the execution of the Contract (they include those required for the performance by both the Contractor and KREDL of their respective obligations under the Contract), including those specified in Appendix 6 (Scope of Works and Supply by KREDL) to the Contract Agreement.	KREDL shall pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located, which such authorities or undertakings require KREDL to obtain them in the KREDL's name are necessary for the execution of the Contract (they include those required for the performance by both the Contractor and KREDL of their respective obligations under the Contract), including those specified in Appendix 6 (Scope of Works and Supply by KREDL) to the Contract Agreement.
19	Through out RFP	-	All Clauses referring to First Contract, Second Contract and Third Contract	<b>First Contract and Second Contract shall be clubbed and read as "First Contract" for CIF (Indian port-of-entry) supply of all imported Plant and Equipment including Type Test Charges and mandatory Spares to be supplied from abroad (outside India) and Ex-works (India) supply of all Plant and Equipment including Type Test Charges and mandatory spare of Indian origin.</b>  <b>Third Contract shall be read as "Second Contract" for providing all services i.e. unloading at Indian port-of-entry, port handling, customs clearance at</b>



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				<b>port and port charges for the imported goods, further loading and inland transportation for delivery at Site, packaging, inland transit insurance, loading, unloading, safe keeping, storage, handling at Site, installation, insurance covers other than inland transit insurance, testing and Commissioning including carrying out Guarantee Tests in respect of all the Plant and Equipment supplied under the "First Contract" for completing the Facilities and all other services including Operations and Maintenance as specified in the Contract Documents.</b>
20	1.2.7.1.7.	7 of 723	The Bidder shall provide the interconnection to the allocated substation(s) for each 50 MW (AC) block at the voltage level of 66 kV (Point of Injection) of corresponding 220/ 66 kV KSPDCL substation. All associated electrical and civil works required for interfacing with grid including but not limited to establishing two (2) transformers of 66/11 kV per 50 MW (AC) block, breakers, isolators, panels, protection system, cables, metering at interconnection voltage level of 66 kV, earthing of transformer etc. and evacuation of power to the assigned 66/220 kV pooling substation of Karnataka Solar Power Development Corporation Limited (KSPDCL) through double circuit 66 kV underground cables including provision of any cable tray support structures along the road side from the 66/ 11 kV proposed substation to the 220/ 66 kV pooling substation of KSPDCL. It is pertinent to mention that the 66/11 kV proposed substation shall be developed by the successful Bidder.	The Bidder shall provide the interconnection to the allocated substation(s) for each 50 MW (AC) block at the voltage level of 66 kV (Point of Injection) of corresponding 220/ 66 kV KSPDCL substation. All associated electrical and civil works required for interfacing with grid including but not limited to establishing two (2) transformers of 66/11 kV per 50 MW (AC) block, breakers, isolators, panels, protection system, cables, metering at interconnection voltage level of 66 kV, earthing of transformer etc. and evacuation of power to the assigned 66/220 kV pooling substation of Karnataka Solar Power Development Corporation Limited (KSPDCL) through double circuit 66 kV underground cables including provision of any cable tray support structures along the road side from the 66/ 11 kV proposed substation to the 220/ 66 kV pooling substation of KSPDCL. It is pertinent to mention that the 66/11 kV proposed substation shall be developed by the successful Bidder. <b>The metering shall be done at the plant boundary of the two (2) outgoing 66 kV feeders</b>

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				<b>and also at the point of injection (66 kV of 220/66 kV KSPDCL substation) with installation of main meter and check meter at each point, totaling eight (8) nos. of meters for each 50 MW (AC) block.</b>
21	-	-	Technical Specification of RFP	Bidders shall note that standards for workmanship, materials and equipment designated by KREDL in the RFP are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. A separate addendum shall be published soon.
22	-	-	Part J	The list of drawings shall be provided by the Bidder for the Project at least as per the list provided in Part-J in line with the Applicable Laws, Regulations and the Prudent Utility Practices and shall be submitted to KREDL during detailed designing for approval. For the park related drawing, the Bidders are required to make site visits and refer to KSPDCL website for the drawings related to common infrastructure. Bidder to comply with the relevant clauses of the RFP.

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## Annexure – A

The broader implementation schedule of each 50 MW (AC) block as under:

Sl. No.	Activities/ Milestone	Period in months from signing of NOA	
		Start	Month
1	Site mobilization, opening of Site office and preparatory works	0	1
2	Topography, soil testing and geotechnical investigations	0	1
3	Approval of Subcontractors	0	1
4a	Basic engineering and approvals (Approval of Layout, SLD and foundation drawings for MMS and control/inverter rooms and datasheet of module and inverters)	1	2
4b	Ordering of BOIs	1	2
4c	Detailed engineering and approvals	1	2
5	Civil works - foundations for module mounting structures	2	3
6	Supply of module mounting structures	2	3
7	Installation of module mounting structures	2	3
8	Supply of solar PV modules	2	3
9	Installation of solar PV modules	2	3
10	Supply of cables, inverter transformer, inverters and other electrical equipment	2	3
11	Installation of cables, inverter transformer, inverters and other electrical equipment	2	3
12	Control room works---Civil and Electrical works	2	3
13	Inverter Room works—Civil and Electrical works	2	3
14	Fencing, Road and Drainage works and other civil works	3	4
15	Testing of Equipment and readiness of SCADA	-	4
16	Commissioning	-	5.5
17	Stabilization and trial run	5.5	6
18	Completion of Facilities and Operational Acceptance	-	6

Engineering, Procurement and Construction (EPC) Contractor for design, engineering, procurement, supply, construction, erection, testing and commissioning of 4x50 MW (AC) solar photovoltaic (PV) power plant with associated transmission system and comprehensive Operation & Maintenance (O&M) for ten (10) years at Pavagada Ultra Mega Solar Park of Tumakuru District in Karnataka for procurement of solar power by ESCOMs of Karnataka for a period of twenty five (25) years Tender specification no. KREDL/07/200MW/EPC/PAVAGADA/RFP/2017-18 dated 11 Nov 2017

**Annexure – B**

**Attachment- 3**

**Format for Power Attorney**

(Techno-Commercial Bid)

BIDDER TO ATTACH THE POWER OF ATTORNEY

IN ACCORDANCE WITH ITB CLAUSE 2.3.2.2.1 (3)

(BOARD RESOLUTION IN FAVOUR OF AUTHORIZED SIGNATORY ALSO ENCLOSED)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

Power of Attorney provided by the Bidder in favor of its representative as evidence of authorized signatory's authority.

Know all men by these presents, we ..... do hereby constitute, appoint and authorize ....., presently residing at ..... who is presently employed with us and holding the position of ..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Engineering, Procurement and Construction (EPC) Contractor selection for design, engineering, procurement, supply, construction, erection, testing and commissioning of 4x50 MW (AC) solar photovoltaic (PV) power plant with associated transmission system and comprehensive Operation & Maintenance (O&M) for ten (10) years at Pavagada Ultra Mega Solar Park of Tumakuru District in Karnataka for procurement of solar power by ESCOMs of Karnataka for a period of twenty five (25) years.

The aforesaid Authorized employee, in response to the RFP dated 11 Nov 2017 issued by Karnataka Renewable Energy Development Limited ("KREDL"), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which KREDL may require us to submit. The aforesaid Attorney is further authorized for making representations to KREDL, and providing information / responses to KREDL, representing us in all matters before KREDL, and generally dealing with KREDL in all matters in connection with our Bid till the completion of the Bidding Process as per the terms of the RFP.

Engineering, Procurement and Construction (EPC) Contractor for design, engineering, procurement, supply, construction, erection, testing and commissioning of 4x50 MW (AC) solar photovoltaic (PV) power plant with associated transmission system and comprehensive Operation & Maintenance (O&M) for ten (10) years at Pavagada Ultra Mega Solar Park of Tumakuru District in Karnataka for procurement of solar power by ESCOMs of Karnataka for a period of twenty five (25) years Tender specification no. KREDL/07/200MW/EPC/PAVAGADA/RFP/2017-18 dated 11 Nov 2017

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named

**Organization Name:**

through the hand of

**Name of Authorizer:**

duly authorized by the Board to issue such Power of Attorney

Dated this

Signature of Attorney

Name:

Designation:

Address of the Attorney:

Attested

Signature of the executant

Name:

Designation: Director

Address of the executant:

Signature and stamp of Notary of the place of execution

Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's

Resolution dated .....

Engineering, Procurement and Construction (EPC) Contractor for design, engineering, procurement, supply, construction, erection, testing and commissioning of 4x50 MW (AC) solar photovoltaic (PV) power plant with associated transmission system and comprehensive Operation & Maintenance (O&M) for ten (10) years at Pavagada Ultra Mega Solar Park of Tumakuru District in Karnataka for procurement of solar power by ESCOMs of Karnataka for a period of twenty five (25) years Tender specification no. KREDL/07/200MW/EPC/PAVAGADA/RFP/2017-18 dated 11 Nov 2017

## WITNESS

1

Signature

Name:

Designation:

2.

Signature

Name:

Designation:

Notes:

The mode of execution of the power of attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same shall be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney shall be a person holding the responsible post & designation in the company.

In case of the Bidder being a foreign company, the same shall be signed by a person of equivalent position.

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. Also, wherever required, the executant(s) shall submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).