



MPUVN/GCRT-RESCO-III/2019-20/86

Dated: 05-04-2019

CORRIGENDUM-IV

Following changes have been made in RfP and PPA document of the tender with RfP No. MPUVN/GCRT-RESCO-III/2018-19/4675 dt. 28.02.2019.

All the revisions have been shown in bold letters in the text mentioned below.

Changes in RfP Document

Name of the title of the Project has been changed to **“Implementation of ~ 25 MWp Grid Connected Roof Top Solar PV Systems for Sale of Solar Power under RESCO Model for the Industries located in Industrial Areas of Mandideep near Bhopal, Dist. Raisen, Pilukhedi, Dist. Rajgarh and other nearby large scale Industries in the state of Madhya Pradesh”**

Revision in Clause 3.1 (Instructions to the Bidder)

*Bidders are required to bid for all of the projects listed in Annexure-V by paying the Bid-processing fee once at <https://mptenders.gov.in/>. Bidder who pays the Bid-processing fee will be eligible to view documents uploaded under the RfP. The link to the data room will be one of the document, which a bidder get access ~~through email~~ **through email** to by paying the bid processing fee. ~~Data room is published in shared folder on Google Drive. To gain access to this shared folder, bidders shall send email to solarpvrescom@gmail.com from their company's official google account / gmail address, along with proof of payment of Bid Processing Fee (₹ 50,000/-) to MPUVN.~~*

Revision in Clause 3.9.2 (Financial Eligibility Criteria)

*The Bidder should have minimum Net worth of INR one (1) crore per MWp ~~for FY 2017-18, subject to provisions of clause 3.3. In case of Consortium, Net worth has to~~ **should be fulfilled by the Lead member alone only.***

Revision in Clause 3.11 c) (Incorporation of a Project Company)

*In case of Successful Bidder being a Partnership Firm or an LLP, the equity ownership of the partners in the Project Company shall ~~remain in same proportion as mentioned~~ **be, at least, 51% (0.51) of their share in the partnership deed submitted along with the Bid, up to a period of one (1) Operational Year. Nodal Agency shall be notified, within a month, in case of any change in equity proportion for ownership of such Successful Bidder.***

Changes in Model Power Purchase Agreement

Changes in the Definition

| | |
|---|---|
| "Commercial Operation Date" or "COD" | For Category-I Projects: <i>shall mean the Day when full PPA Capacity of the Project is commissioned;</i> For Category-III Projects: <i>shall mean the date when full PPA Capacity is commissioned and the Power Producer have obtained Completion Certificate from the Nodal Agency as per Article 5.2.3.</i> |
| "Scheduled Commercial Operation Date" or "SCOD" | <i>shall mean date nine (09) months from Effective Date under the PPA or the date extended in accordance with the provisions of this PPA;</i> |
| "PPA Capacity" | <i>shall mean the capacity of ___ kWp undertaken by the Power Producer or as approved by Nodal Agency as per Annexure-I of the PPA for implementation of grid connected roof top solar PV Projects for sale of solar power to Procurer after undertaking a technical analysis of the likely capacity under the PPA, which shall be within 80% to 150% of the kWp as provided in Article 3 of the PPA;</i> |

Revision in Article 2.3.1 (Early Termination)

This PPA shall terminate before the Expiry Date, if either Procurer or Power Producer terminated the PPA, pursuant to Article 12 of this PPA.

- a. if either Procurer or Power Producer terminates the PPA, pursuant to ARTICLE 12: of this PPA; or*
- b. in such other circumstances as the Procurer may agree, in writing, in accordance with Article 11.1 (Premature Termination).*

Revision in Article 3.2 (Condition Precedent of the Power Producer)

- 3.2.1** *The Power Producer shall submit C-PBG of amount of Rs 25 Lakh per MW of Project Capacity within 15 days of signing of LICA as per the provisions of Article 4.10 and as per the format prescribed in FORMAT-2.*
- 3.2.2** *Within 60 days after signing of PPA, the Power Producer shall undertake Site Survey, assess free capacity of the concerned DT, analyse last twelve (12) Months of electricity bills (at least six (6) Months) received from Procurer. **In consultation with the Procurer, Power Producer can plan to install the Project or part thereof on the unused land of the Premise.** Power Producer shall also submit letter of Approval to MPIDC as per Article 3.2.3 and submit a letter of request for change in Capacity (if any, with due analysis) to Nodal Agency, copying Procurer.*
- 3.2.3** *If the Power Producer have planned the Project or part thereof is proposed to be installed on the unused land of the Premise, then the Power Producer shall have to*

~~take seek~~ prior approval from the MPIDC for utilisation of such land for installation of the Project. MPIDC shall confirm within 10 days from date of receipt of ~~such request~~ "letter for approval" from the Power Producer pursuant to ~~Article 3.2.3~~, whether the Project can be installed on such ~~manner~~ unutilised land or not.

- ~~3.2.4 MPIDC shall confirm within 10 days from date of receipt of "letter for approval" from the Power Producer pursuant to Article 3.2.3, whether the Project can be installed on such unutilised land or not.~~
- 3.2.5** *If there is a change in the Project's capacity from that mentioned in the RfP, Power Producer shall submit a letter of request for change in Capacity (with due analysis) to Nodal Agency, copying Procurer. The capacity of the project under this PPA may increase or decrease, subject to Nodal Agency's ~~decision~~ approval on analysis proposed by the Power Producer.*
- 3.2.6** *Nodal Agency shall communicate in writing to the Power Producer within ten (10) Days from date of submission of "letter of request" for change in capacity as per clause 3.2.2. A copy of the same shall be sent to the Procurer for change in capacity, if any.*
- 3.2.7** *The Nodal Agency shall release a letter pursuant to clause 3.1.3 to the Power Producer within five (5) days, with a copy to the Procurer confirming the capacity. This letter shall form an integral part of the PPA and shall be annexed as Annexure-I of the PPA. The capacity mentioned in Annexure -I shall than become the PPA capacity.*
- 3.2.8** *Consequent to Article 3.2.5, if there is any change in capacity, revised C-PBG shall be submitted within 15 days of confirmation of the capacity by Nodal Agency. When Nodal Agency receives C-PBG of the needful value, it would be considered as the Day of fulfilment of Conditions Precedent.*

Revision in Article 4.2.3 (Condition Subsequent of the Power Producer)

Power Producer shall be accountable for submission of below mentioned details to Procurer, copying Nodal Agency, within sixty (60) Days from the Effective Date:

- i. Copy of Net-Metering application and acknowledgement of Discom on successfully receipt of application **for Category-I Projects**;*
- ii. Project layout/drawing;*
- iii. Bill of Material (BoM) along with requisite test reports and relevant certifications;*

Revision in Article 4.16.2 (Power Producer's Defect Liability)

*The Power Producer shall also be undertaking the operation and maintenance of the project and consequently shall be required to rectify any defects **within 72 hours** that emerge during the operation & maintenance of the Project for the entire term of the PPA.*

Revision in Article 4.17.2 (b) (Roof repair and other Project disruptions)

- b) **If any structures within the Procurer's premise partially or wholly shade any part of the Project,** ~~In the event that the Proeurer fails to ensure adequate space for solar equipment to ensure that structures within the premise do not partially or wholly shade~~*

~~any part of the Project and if such shading occurs, the Power Producer may apply for Deemed Generation furnishing the calculation for loss in revenue due to such shading supported by the relevant data, which shall be approved by Procurer within one month of submission, failing which the Power Producer shall claim provisional Deemed Generation till the issue is finally settled.~~

Calculation for loss in revenue for the period = (Deemed Generation X number of days such event occurs - Actual generation) X Tariff of that Operational Year.

- c) ***If the construction of any structure or flora outside the Procurer's premise partially or wholly shade any part of the Project, MPIDC will take all reasonable actions as necessary to prevent such shading. In case it couldn't prevent such shading, then MPIDC would consult the involved stakeholders to explore shifting of the Project within the Premises, and to decide on sharing of costs involved or the compensation to the Power Producer for loss of revenue as per the formula mentioned above.***
- d) *The Power Producer is responsible for the waterproofing of the roof disturbed/ pierced for installation of Project for the Comprehensive O &M period of first 3 Operational Years. The Power Producer should immediately take necessary action to repair any damage to the waterproofing. However, in such situations, Power Producer shall bear any loss or damage to Project and rectify the same within reasonable timeframe but any generation loss in such eventualities shall not be passed on to Procurer. If Power Producer fails to do required water proofing within 7 days from the day of identification of issue, Procurer may get the same done at prevailing market rate and Power Producer shall reimburse the same to Procurer. If the Power Producer fails to reimburse the expenses to the Procurer then such expenses shall be adjusted by the Procurer from the energy bills of the next six (6) months.*

Revision in Article 4.19.1 (Purchase Requirement)

- a) *Procurer agrees to purchase one hundred percent (100%) of the solar energy generated by the Project and made available by the Power Producer to Procurer at the Delivery Point(s) during each relevant month of the Term of PPA.*
- b) *It is possible that the Power Producer is not able to achieve optimum generation from the installation due to the following reasons:-*
 - i. *It could be due to demand side variations i.e. procurer's load gets reduced so that it leads to lower power flow (**applicable for generation under Category 3 supply only**);*
 - ii. *It could be due to supply side variation i.e. significant degradation of the panel, not sufficient maintenance and operations and Power Producer not able to achieve Minimum CUF for consecutive four (4) months.*
- c) ~~*The following clauses are applicable for generation under category 3 supply only action would be taken in the situations mentioned in clause b) above:*~~
 - 1) *In cases where lower generation is due to demand side variation then:-*

Procurer to pay the Power Producer, for the loss in revenue due to lower demand of Procurer. Loss in Revenue for the period would be equal to the multiplication of (Deemed Generation X number of days such event occurs - Actual Generation) with Tariff of that Operational Year (applicable for

generation under Category 3 supply only).

Revision in Article 5.2 (Completion, Commissioning & Commercial Operation)

~~5.2.1 When the Power Producer fulfils his obligation under the PPA, it shall obtain completion certificate from Nodal Agency. Nodal Agency shall issue a separate Completion Certificate for the capacity of Project under Category III since there is no net metering required for Category III Projects.~~

5.2.2 For the purpose of obtaining Completion certificate for the capacity of Project under Category I or III, following documents shall be required.

- i. Inspection Report of the Work(s) as per prescribed format provided by Nodal Agency.
- ii. CEIG Approval for the PPA Capacity, if applicable;
(In compliance with section 162 of Electricity Act, 2003 installation of Grid Connected RE System up to 100 kW capacity is exempt from Chief Electrical Inspector to Government (CEIG) approval. Further, Grid Connected RE System up to 500 kVA capacity as per MOP notification no 1204, May 2016 would be exempt from obtaining approval from Chief Electrical Inspector to Government (CEIG))
- iii. Project fulfilment certificate from Procurer and DREO for the PPA Capacity. If PPA Capacity divided under Category I and III, Power Producer shall submit separate Part Capacity fulfilment certificate from Procurer and DREO for capacity under Category I and III. From Initial Part Commissioning to full PPA Capacity commissioning, Power Producer shall be required to submit Part Capacity/PPA Capacity Fulfilment certificate (in accordance with FORMAT-1, certified by DREO and Procurer both.
- iv. Document in support of performance of the Project and achievement of CUF of 15% subject to seasonality as indicated in Article 5.3, as certified by the Nodal Agency. Separate performance report for the capacity under Category I and III shall be submitted by Power Producer.

Revision in Article 5.3.7 (System Acceptance Testing)

Power Producer shall be required to get the Project certified for the desired performance for Commissioning as laid down in PPA. Project shall be commissioned on the Day after the date when Procurer receives a final Commissioning certificate from the ~~Nodal Agency~~ **Discom for Category-I Project and Completion Certificate from Nodal Agency for Category-III Project** in accordance with prevalent policy and regulation. Power Producer starts injecting power from the Project to the Delivery Point(s) from the day of Initial Part Commissioning but only limited to Commissioned part of the PPA Capacity.

Revision in Article 5.3.10 (System Acceptance Testing)

For clarification, Power Producer shall submit the commissioning certificate certified by Discom and **Completion Certificate certified by Nodal Agency for the capacity**

Commissioned under Category I and Category III respectively.

Revision in Article 7.2.1 (Billing)

The energy billable to Procurer, by Power Producer, shall be computed on monthly basis by multiplying the Tariff of that particular Operational Year with the summation of:

a) gross energy generated ~~from the Project under Category I;~~

OR/AND

b) ~~gross energy generation for Project installed for consumption within Premises with no export of power under Category III;~~

Revision in Article 8.2.3 (Billing)

The Invoice to the Procurer shall include:

a) Depending on the mode of Project Commissioning, Gross energy generated for a net metered Project (**Category-I**) or Gross energy generation for Project installed for consumption within Premises with no export of power (**Category-III**)

b) Supporting data, documents and calculations in accordance with this PPA;

Addition in Article 11.3 (Relief for Change in Law)

11.3.3 To evaluate impact of any change of laws in future, the rates applicable for each component shall be considered as:-

- Material Component in the capital cost- 80% of the Benchmark capital cost as notified by MNRE vide notification no. 318/38/2018-GCRT dated June 15, 2018. This will include the cost of Solar Cells as 26% of the above referred benchmark capital cost
- Erection, Installation and Commissioning (I&C) component- 20% of the Benchmark capital cost and
- Yearly operational cost will be considered as 3% of the Benchmark capital cost

The Quoted Tariff would be adjusted as below based on the variations in the capital cost and operational cost on account of change in law. Adjustment shall be allowed only if the extent of variation in taxes is beyond the deviations specified in table below:

| | Variation in tax due to change in law | Proportionate adjustments to the tariff | Effective Timelines |
|---|---------------------------------------|---|---|
| Capital Cost (Adjustments will be considered only if the change is more than 2.5%) | $\pm X\%$ | $\pm 0.8 X\%$ | If the relevant change is notified after Financial Bid submission deadline till 3 months prior to the Scheduled Completion date as per the terms of PPA |
| Operational Cost (Adjustments will be made only if | $\pm Y\%$ | $\pm 0.1 Y\%$ | If the relevant change is notified after Financial Bid |

| | | | |
|--------------------------------|--|--|--|
| <i>change is more than 5%)</i> | | | <i>submission deadline, adjustments in tariff shall be provided till the time such change is in force.</i> |
|--------------------------------|--|--|--|

Revision in Article 12.3.1 (Procedure for cases of Power Producer Event of Default)

Upon the occurrence and continuation of any Power Producer Event of Default under Article 12.2, Procurer shall have the right to deliver to the Power Producer, with a copy to the lenders of the Power Producer with whom the Power Producer has executed the Financing agreement, with a copy to the Nodal Agency and MPIDC, a notice stating its intention to terminate this PPA ("Procurer Preliminary Default Notice"), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

Revision in Article 12.3.4 (Procedure for cases of Power Producer Event of Default)

*Within a period of seven (7) Days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the Power Producer Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the Lenders, **in the situation that the Lender's total debt obligations have not been satisfied**, shall have the right to seek the substitution of the Power Producer by a Selectee for the residual period of this PPA **within three (3) months from expiry of the Consultation Period** for the purpose of performing obligations of the Power Producer. Such substitution of the Power Producer by a Selectee shall be as per the procedure prescribed in this PPA and with prior approval of Procurer, provided Selectee as aforesaid shall have the required qualification and experience as prescribed under the RFP.*

Revision in Article 12.3.5 (Procedure for cases of Power Producer Event of Default)

*In the event the Lender's total debt obligations have been completely satisfied at the time of issue of Procurer's Preliminary Default Notice **or more than fifteen (15) days have expired beyond the period prescribed for the Lender's right to substitute as per Article 12.3.4**, and upon the ~~occurrence and~~ continuation of Power Producer Default and the failure by the Power Producer to rectify such default within the applicable Consultation Period specified in this ARTICLE 12: **the Procurer could exercise any of the following** will have the options:*

- I. *~~Procurer can own the Project by paying the termination payment at the fees determined as per below formula and later Procurer may terminate this PPA by serving a fifteen (15) Days' notice to the Power Producer ("Procurer Termination Notice").~~*

After COD

Termination payment = Net Asset Value X 50% ~~[After COD]~~

Net Asset Value = Normative Project Cost X (1 - (4% X No of Operational Years))

The value of the Project derived from the above formula may be treated as

