LIST OF AMENDMENTS FROM THE MODEL BIDDING DOCUMENTS – 3x800 MW THERMAL POWER PROJECT, PIRPAINTI[1]

(NIT NO. – 05/PR/BSPGCL/2025)

I. AMENDMENTS IN RFQ

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
1.	Global Change	References to "Utility" in terms of the bidding process.	All references of Utility have been modified to refer to "Nodal Agency" in places where the conduct of the bid process is being referred to.
2.	Global Change	All references to 'Statutory Auditor' in the RFQ except for clauses 3.4.2, Appendix I-Annexure III (Instructions: 1(b)).	All references to certificates from statutory auditors in the RFQ has been modified such that the bidder may submit such certificates from either their statutory auditors or a practising chartered accountant. However, in respect of Clause 3.4.2 and Appendix I-Annexure III (Instructions: 1(b)), the references shall be only to a statutory auditor as in the model bidding documents.
3.	1.1.4	All Applicants shall indicate the particulars of their power station in the form specified at Annex-VI of Appendix-I and at National e-Bidding Portal ("**DEEP Portal**") developed by PFC Consulting Ltd. Applicants may Bid for the capacity specified in Clause 1.1.1, or a part thereof, not being less than 25% (twenty five per cent) of such capacity. Provided, however, that the Utility may, in its sole discretion, accept only those Bids which match the lowest Bid.	All Applicants shall indicate the particulars of their proposed power station in the form specified at Annex-VI of Appendix-I (as pre-filled) and at e-Bidding Portal ("**DEEP Portal**" or "**Portal**") developed by PFC Consulting Ltd. for the capacity specified in Clause 1.1.1. Annex-VI of Appendix-I has been prefilled with necessary details and the applicants shall convey their acceptance of the same by signing and submitting the same as part of the Application.
4.	1.2.2	All the Applicants would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 500 per MW for the maximum capacity for which the Applicant is willing to bid, to PFC Consulting Limited (PFCCL). The requisite fee shall be deposited through NEFT/IMPS/RTGS after adding the applicable taxes. After the completion of the Bidding Process, only Selected Bidder(s) will have to pay these charges for the quantum allocated to each bidder. The balance amount will be	All the Applicants would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 500 per MW of installed capacity, to PFC Consulting Limited ("PFCCL"). The requisite fee shall be deposited through NEFT/IMPS/RTGS after adding the applicable taxes. The fee deposited by non-Selected Bidder(s) will be refunded by PFCCL within seven (7) working days of issuance of LOA without any interest.

[1] The bidders are required to read the amendment sheet along with the revised tender documents that will be uploaded by the Nodal Agency.

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		refunded by PFCCL within seven (7) working days of issuance of LOA without any interest. The fee deposited by non-Selected Bidder(s) will also be refunded by PFCCL within seven (7) working days of issuance of LOA without any interest.	
5.	1.2.3	In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ - DBFOO. Only those Applicants that are pre-qualified by the Utility shall be invited to submit their Bids for the Project. The Utility is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are, therefore, advised to familiarise themselves with the terms of the Model PSA - DBFOO that will govern the structure of this Project. The said Model PSA - DBFOO has been notified by the Government of India under section 63 of the Electricity Act 2003 for tariff based bidding by the Utilities.	In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ – DBFOO and be required to submit their Application online at the DEEP Portal on or before the Application Due Date. Only those Applicants that are pre-qualified by the Nodal Agency shall be invited to submit their Bids for the Project. The Nodal Agency is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are, therefore, advised to familiarise themselves with the terms of the Model PSA – DBFOO that will govern the structure of this Project. The said Model PSA – DBFOO has been notified by the Government of India under section 63 of the Electricity Act 2003 for tariff based bidding by the Utilities.
6.	1.2.6	Generally, the Lowest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP-DBFOO, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason or in case the capacity required as per clause 1.1.1 is not fully met by the Lowest Bidder. It is hereby clarified that the Utility will not accept the entire capacity offered of the last Lowest Bidder in the order of progression, in the event the Capacity Required gets fulfilled by a part thereof. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Utility may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be. Further, it is clarified that any single Bidder cannot quote part capacity from	Generally, the Lowest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP-DBFOO, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Nodal Agency may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

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		different stations.	
7.	1.2.8 *(of MBD)* 1.2.9 *(of Amended Document)*	…In this RFQ-DBFOO, the term **"Lowest Bidder"** shall mean the Bidder who is offering the lowest Tariff.	….In this RFQ-DBFOO, the term **"Lowest Bidder"** shall mean the Bidder who is offering the lowest Tariff at the end of e-reverse auction to be conducted after opening of Bids for the project.
8.	1.2.9 *(of MBD)* 1.2.10 *(of Amended Document)*	[The Selected Bidder shall surrender the proportionate quantity of any existing Letter of Assurance /Fuel Supply Agreement to the supplier of the coal, not being the Letter of Assurance/ Fuel Supply Agreement arranged by the Utility, corresponding to the tenure of the Letter of Assurance /Fuel Supply Agreement arranged by the Utility.] Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.	Details of the process to be followed at the Bidding Process and the terms thereof will be spelt out in the Bidding Documents.
9.	2.2.2 (a)	Technical Capacity: For demonstrating technical capacity and experience (the "**Technical Capacity**"), the Applicant shall, over the past 5 (five) financial years preceding the Application Due Date, have:…	**Technical Capacity:** For demonstrating technical capacity and experience (the "**Technical Capacity**"), the Applicant shall, over the past 5 (five) completed financial years preceding the Bid Due Date, have:…
10.	2.2.6	Where the Applicant is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 1956/ 2013 (the "**SPV**"), to execute the PSA-DBFOO and implement the Project. In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:	Where the Applicant is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 1956/ 2013 (the "**SPV**"), to execute the PSA-DBFOO and implement the Project. It is hereby clarified that notwithstanding the formation of an SPV, in case of any default by SPV, the Applicant shall be liable for all contractual obligations undertaken in terms of this RFQ-DBFOO, RFP-DBFOO and the PSA-DBFOO. In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:
11.	2.12.2	The Applicant shall prepare 1 (one) original set of the Application (together with the documents required to be submitted pursuant to this RFQ - DBFOO) and clearly marked as "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of such	The Applicant shall submit their Application on the Portal, signed by a valid digital signature of the authorised signatory of the Applicant. The Applicant shall ensure that its authorized signatory has a Digital Signature Certificate (DSC). The Applicant shall

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		Application and documents, which shall be marked as "COPY". The Applicant shall also provide 2 (two) soft copies thereof on a Compact Disc (CD). In the event of any discrepancy between the original and the copy, the original shall prevail.	register on the Portal for participation in the Bidding Process and pay applicable registration fee to the Portal, if not already registered. The Official Copy of the Bidding Documents shall be available for download on the Portal and on the website of Nodal Agency. However, the Applicant shall be required to pay the amounts specified in Clause 1.2.1 and 1.2.4 before uploading its Application on the Portal.
12.	2.13.1	The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents specified in Clause 2.13.2, and seal it in an envelope and mark the envelope as "APPLICATION". The Applicant shall seal the original and the copy of the Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.13.2 and 2.13.3.	The Applicant shall submit the Application in the format specified at Appendix-I, and the format created online in the Portal together with the documents specified in Clause 2.13.2.
13.	2.13.2	Each envelope shall contain: (i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents; (ii) Power of Attorney for signing the Application as per the format at Appendix-II; (iii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III; (iv) copy of the Joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV; (v) copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed; (vi) copies of Applicant's duly audited balance sheet and	Documents to be uploaded online: (i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents; (ii) copy of Power of Attorney for signing the Application as per the format at Appendix-II; (iii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III; (iv) copy of the Joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV; (v) copy of Memorandum and Articles of Association, if the Applicant is a body corporate; (vi) copies of Applicant's duly audited balance sheet and profit and loss account for the preceding five years and in case

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		profit and loss account for the preceding five years; and (vii) 2 (two) soft copies of the Application on a Compact Disc (CD) [; and (viii)[any other project-specific requirement that may be specified by the Utility]. Each of the envelopes shall clearly bear the following identification: "Application for Qualification: *** Project" and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right hand corner of each of the envelopes.	Applicant is a Consortium, duly audited balance sheet and profit and loss account for the preceding five completed financial years of all the Members of the Consortium; and (vii) The copy of the receipt for payment of the cost of RFQ-DBFOO.
14.	2.13.4	If the envelopes are not sealed and marked as instructed above, the Utility assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.	<Omitted>
15.	2.16.1	The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by the Utility prior to the Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.	The Applicant may modify, substitute or withdraw its Application after submission, prior to the Application Due Date on the DEEP Portal. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.
16.	2.16.2	The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL",	<Omitted>

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		as appropriate.	
17.	3.2.3 (d)	the entity claiming experience shall, during the last 5 (five) financial years preceding the Application Due Date, have (i) paid for development of the project (excluding the cost of land), and/or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from transmission/distribution systems, highways, airports, ports and railway infrastructure, and/or (iii) collected and appropriated the revenues from sale of electricity produced by it, but shall not include revenues from sale or provision of goods or services such as, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project or revenues from sale of electricity by a distribution company.	the entity claiming experience shall, during the last 5 (five) completed financial years preceding the Application Due Date, have (i) paid for development of the project (excluding the cost of land), and/or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from transmission/distribution systems, highways, airports, ports and railway infrastructure, and/or (iii) collected and appropriated the revenues from sale of electricity produced by it, but shall not include revenues from sale or provision of goods or services such as, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project or revenues from sale of electricity by a distribution company.
18.	3.2.4	For a project to qualify as an Eligible Project under Categories 3 and 4, the Applicant should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Application Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than [Rs. 100 crore (Rs. one hundred crore)] shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn- key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.	For a project to qualify as an Eligible Project under Categories 3 and 4, the Applicant should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) completed financial years immediately preceding the Application Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) completed financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than Rs. 100 crore (Rs. one hundred crore) shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn- key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.
19.	Appendix – 1 (Letter Comprising the	18. I/ We hereby confirm that we are in compliance of/ shall comply with the O&M requirements specified in Clause 2.2.3.	18. I/ We hereby confirm that we shall comply with the O&M requirements specified in Clause 2.2.3.

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	Application for Qualification)		
20.	Appendix-1 Annnex-1 (7)	A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non- performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):	A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non- performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the past 2 (two) years prior to the Application Due Date is given below (Attach extra sheets, if necessary)
21.	Appendix-I (Annex-III) Instruction-1 (b)	**Instructions:** 1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall: … (b) be audited by a statutory auditor	**….** 1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) completed financial years preceding the Bid Due Date. The financial statements shall: … (b) be audited by a statutory auditor
22.	Appendix I Annex IV (Instruction – 13)	**Certificate from the Statutory Auditor regarding PPP projects $^{\Phi}$** Based on its books of accounts…… ……. We further certify that the total estimated capital cost of the project is Rs. ..... cr. (Rupees ……crore), of which Rs. …… cr. (Rupees ..... crore) of capital expenditure was incurred during the past five completed financial years as per year- wise details noted below: ……	**Certificate from the Statutory Auditor/ Practicing Chartered Accountant regarding PPP projects $^{\Phi}$** Based on its books of accounts…… ……. We further certify that the total project cost/ total estimated capital cost of the project is Rs. ..... cr. (Rupees ……crore), of which Rs. …… cr. (Rupees ..... crore) of capital expenditure was incurred during the past five completed financial years as per year- wise details noted below: ……

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		…… We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.2.1 and 3.2.3 (d) of the RFQ - DBFOO during the past five financial years were Rs. …… cr. as per year-wise details noted below: …… ……	…… We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.2.1 and 3.2.3 (d) of the RFQ - DBFOO during the past five financial years were Rs. …… cr. as per year-wise details noted below: …… ……
23.	Appendix I Annex IV (Instruction – 14)	If the Applicant is claiming experience under Category 3 & 4, it should provide a certificate from its statutory auditors or the client in the format below: **Certificate from the Statutory Auditor/ Client regarding construction works** Based on its books of accounts and other published information authenticated by it, {this is to certify that …….. (name of the Applicant/Member/Associate) was engaged by …….. (title of the project company) to execute …… (name of project) for.....(nature of project)}. The construction of the project commenced on …….. (date) and the project was/ is likely to be commissioned on …… (date, if any). It is certified that ..... (name of the Applicant/ Member/ Associate) received/paid Rs. …….. cr. (Rupees ..... crore) by way of payment for the aforesaid construction works. We further certify that the total estimated capital cost of the project is Rs.....cr. (Rupees.....……crore), of which the Applicant/Member/Associate received/paid Rs. …… cr. (Rupees.....crore), in terms of Clauses 3.2.1 and 3.2.4 of	If the Applicant is claiming experience under Category 3 & 4, it should provide a certificate from its statutory auditors or the client in the format below: **Certificate from the Statutory Auditor/ practicing Chartered Accountant regarding construction works** Based on its books of accounts and other published information authenticated by it, {this is to certify that …….. (name of the Applicant/Member/Associate) was engaged by …….. (title of the project company) to execute …… (name of project) for.....(nature of project)}. The construction of the project commenced on …….. (date) and the project was/ is likely to be commissioned on …… (date, if any). It is certified that ..... (name of the Applicant/ Member/ Associate) received/paid Rs. …….. cr. (Rupees ..... crore) by way of payment for the aforesaid construction works. We further certify that the total estimated capital cost of the project is Rs.....cr. (Rupees.....……crore), of which the Applicant/Member/Associate received/paid Rs. …… cr. (Rupees.....crore), in terms of Clauses 3.2.1 and 3.2.4 of the

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		the RFQ - DBFOO, during the past five financial years as per year-wise details noted below: …… …… {It is further certified that the payments/ receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture/ consortium.} Name of the audit firm: Seal of the audit firm: (Signature, name and designation of the authorised signatory). Date:	RFQ - DBFOO, during the past five financial years as per year-wise details noted below: …… …… {It is further certified that the payments/ receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture/ consortium.} Name of the audit firm: Seal of the audit firm: (Signature, name and designation of the authorised signatory). Date:

II. AMENDMENTS RFP

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
1.	Global Change	References to "Utility" in terms of the bidding process.	All references have been modified to refer to "Nodal Agency" in places where the conduct of bid process is being referred to.
2.	1.1.4	Bidders may Bid for the capacity specified in Clause 1.1.1, or a part thereof, not being less than 25% (twenty five per cent) of such capacity at National e- Bidding Portal ("**DEEP Portal**") developed by PFC Consulting Ltd.. Provided, however, that the Utility may, in its sole discretion, accept only those Bids which match the lowest Bid.	Bidders shall Bid for the capacity specified in Clause 1.1.1 at e-Bidding Portal ("**DEEP Portal**" or "**Portal**") developed by PFC Consulting Ltd.. Provided, however, that the Nodal Agency may, in its sole discretion, accept only those Bids which match the lowest Bid.
3.	1.2.2	All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of ₹500 per MW for the maximum capacity for which the Applicant is	All the Bidders would be able to participate in e-Bidding events on making payment of the requisite fees of Rs.500 per MW of installed capacity, to PFC Consulting Limited (PFCCL). The

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		willing to bid, to PFC Consulting Limited (PFCCL). The requisite fee shall be deposited through NEFT/IMPS/RTGS after adding the applicable taxes. After the completion of the Bidding Process, only Selected Bidder(s) will have to pay these charges for the quantum allocated to each bidder. The balance amount will be refunded by PFCCL within seven (7) working days of issuance of LOA without any interest. The fee deposited by non-Selected Bidder(s) will also be refunded by PFCCL within seven (7) working days of issuance of LOA without any interest.	requisite fee shall be deposited through NEFT/IMPS/RTGS after adding the applicable taxes. The fee deposited by non-Selected Bidder(s) will be refunded by PFCCL within seven (7) working days of issuance of LOA without any interest.
4.	1.2.5	A Bidder is required to deposit, along with its Bid, a bid security of [Rs 5 lakh (Rupees five lakh) per MW of capacity offered by the Bidder] (the "**Bid Security**"), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the PSA-DBFOO. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Utility. The demand draft shall be kept valid for a period not less than 180 (one hundred and eighty) days by submitting another demand draft before expiry of the existing demand draft and may be further extended as may be mutually agreed between the Utility and the Bidder from time to time. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Utility and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.	A Bidder is required to deposit, at least one day prior to the Bid Due Date, the original of the bid security of Rs 1,12,50,00,000 (Rupees one hundred twelve crore fifty lakh) (the "**Bid Security**"), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the PSA-DBFOO. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Nodal Agency. The demand draft shall be kept valid for a period not less than 180 (one hundred and eighty) days by submitting another demand draft before expiry of the existing demand draft and may be further extended as may be mutually agreed between the Nodal Agency and the Bidder from time to time. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Nodal Agency and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
5.	1.2.7	…In this RFP-DBFOO, the term **"Lowest Bidder"** shall mean	…In this RFP-DBFOO, the term **"Lowest Bidder"** shall mean the Bidder who is offering the lowest Tariff at the end of e-

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		the Bidder who is offering the lowest Tariff.	reverse auction to be conducted after opening of Bids for the project.
6.	1.2.8	Generally, the Lowest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP-DBFOO, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason or in case the capacity required as per clause 1.1.1 is not fully met by the Lowest Bidder. It is hereby clarified that the Utility will not accept the entire capacity offered of the last Lowest Bidder in the order of progression, in the event the Capacity Required gets fulfilled by a part thereof. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Utility may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be. Further, it is clarified that any single Bidder cannot quote part capacity from different stations.	Generally, the Lowest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP-DBFOO, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Nodal Agency may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.
7.	2.1.5	The Bid should be furnished in the format at Appendix–I, clearly indicating the Bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.	The Bid should be uploaded on the Portal in the format at Appendix–I, clearly indicating the Bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
8.	2.11	2.11 Sealing and Marking of Bids 2.11.1 The Bidder shall submit the Bid in the format specified at Appendix-I, and seal it in an envelope and mark the envelope as "BID". 2.11.2 The documents accompanying the Bid shall be placed in a separate envelope and marked as "Enclosures of the Bid". The documents shall include:	2.11 **Method of Submission of Response to RFP** 2.11.1 The Bidder shall submit the Bid online on the DEEP Portal in the format specified at Appendix-I. 2.11.2 All the documents accompanying the Bid shall be submitted online on the DEEP Portal. The documents submitted shall include:

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		(a) Bid Security in the format at Appendix–II; (b) Power of Attorney for signing of Bid in the format at Appendix–III; (c) If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix–IV; and (d) A copy of the draft PSA-DBFOO with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (b) hereinabove. 2.11.3 A true copy of the documents accompanying the Bid, as specified in Clause 2.11.2 (a), (b) and (c) above, shall be bound together in one hard cover and a copy of the draft PSA-DBFOO as specified in Clause 2.11.2 (d) shall be bound in another hard cover. The pages in each hard cover shall be numbered serially and every page shall be initialed in blue ink by the authorised signatory of the Bidder. This copy of the documents shall be placed in a separate envelope and marked "Copy of Documents". 2.11.4 The three envelopes specified in Clauses 2.11.1, 2.11.2 and 2.11.3 shall be placed in an outer envelope, which shall be sealed. Each of the four envelopes shall clearly bear the following identification: "Bid for the *** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the	**Offline** – (a) Original Bid Security in the format at Appendix–II, at least one day prior to the Bid Due Date; (b) Original Power of Attorney for signing of Bid in the format at Appendix–III; and (c) If applicable, the original Power of Attorney for Lead Member of Consortium in the format at Appendix–IV **Online** – (a) Copy of the Bid Security in the format at Appendix–II; (b) Copy of Power of Attorney for signing of Bid in the format at Appendix–III; (c) If applicable, copy of the Power of Attorney for Lead Member of Consortium in the format at Appendix–IV; and (d) A copy of the draft PSA-DBFOO with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (b) hereinabove. 2.11.3 <Omitted> 2.11.4 The Bid Security shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the following identification: "Bid for the *** Project" and shall clearly indicate the name and address of the

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		envelopes. 2.11.5 Each of the envelopes shall be addressed to: ATTN. OF: Mr. *** DESIGNATION *** ADDRESS: *** FAX NO: *** E-MAIL ADDRESS *** 2.11.6 If the envelopes are not sealed and marked as instructed above, the Utility assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder. Bids submitted by fax or e-mail shall not be entertained and shall be rejected.	Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope. 2.11.5 The envelope shall be addressed to: ATTN. OF: Mr. Dilip Kumar DESIGNATION: Chief Engineer (Generation) ADDRESS: 5th Floor, Vidyut Bhavan, Nehru Path, Bailey Road, Patna 800021 FAX NO: NA E-MAIL ADDRESS: chiefengineerbspgcl@gmail.com 2.11.6 If the envelope is not sealed and marked as instructed above, the Nodal Agency Utility assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder. Bids submitted by fax or e-mail shall not be entertained and shall be rejected.
9.	2.12.1	Bids should be submitted latest by *** hours IST on the Bid Due Date at the address provided in Clause 2.11.5 in the manner and form as detailed in this RFP-DBFOO. A receipt thereof should be obtained from the person specified at Clause 2.11.5.	Bids should be submitted latest by *** hours IST on the Bid Due Date on the Portal in the manner and form as detailed in this RFP-DBFOO.
10.	2.15.2	The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.	<Omitted>
11.	3.2.1	Prior to evaluation of Bids, the Utility shall determine whether each Bid is responsive to the requirements of this RFP-DBFOO.	Prior to evaluation of Bids, the Nodal Agency shall determine whether each Bid is responsive to the requirements of this RFP-

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		A Bid shall be considered responsive only if: (a) it is received as per the format at Appendix–I; (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2; (c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.10 and 2.11; (d) it is accompanied by the Bid Security as specified in Clause 2.1.7; (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.9 and 2.1.10, as the case may be; (f) it contains all the information (complete in all respects) as requested in this RFP-DBFOO and/or Bidding Documents (in formats same as those specified); (g) it does not contain any condition or qualification; and (h) it is not non-responsive in terms hereof.	DBFOO. A Bid shall be considered responsive only if: (a) it is submitted online on the Portal as per the format at Appendix–I; (b) it is submitted online on the Portal by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2; (c) <Omitted> (d) it is accompanied by the Bid Security as specified in Clause 2.1.7; (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.9 and 2.1.10, as the case may be; (f) it contains all the information (complete in all respects) as requested in this RFP-DBFOO and/or Bidding Documents (in formats same as those specified); (g) it does not contain any condition or qualification; and (h) it is not non-responsive in terms hereof.
12.	3.3.2	In the event that two or more Bidders quote the same amount of Tariff for (a) the full Capacity Required; (b) one full Capacity Required and other part of the Capacity Required; (c) Capacity totaling more than the Capacity Required and (d) Capacity totaling to the Capacity Required (the "**Tie Bidders**"), the Utility shall identify the Selected Bidder under (a) by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend; under (b) by declaring the Bidder who has offered full Capacity Required as the Selected Bidder; under (c) by declaring the Bidder with maximum Capacity as first Selected Bidder and other Bidder as second Selected Bidder with remaining Capacity and under (d)	In the event that two or more Bidders quote the same amount of Tariff for the Capacity Required (the "**Tie Bidders**"), the Nodal Agency shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		by declaring both the Bidders as the Selected Bidder with respective Capacity.	
13.	3.3.3	In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance or the capacity required is not met by the Lowest Bidder (the "**first round of bidding**"), the Utility may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third lowest Bidder shall be the Selected Bidder. It is hereby clarified that the Utility will not accept the entire capacity offered of the last Lowest Bidder in the order of progression, in the event the Capacity Required gets fulfilled by a part thereof.	In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), the Nodal Agency may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third lowest Bidder shall be the Selected Bidder.
14.	3.3.7	The Selected Bidder shall surrender the proportionate quantity of any existing Letter of Assurance /Fuel Supply Agreement to the supplier of the coal, not being the Letter of Assurance/ Fuel Supply Agreement arranged by the Nodal Agency, corresponding to the tenure of the Letter of Assurance /Fuel Supply Agreement arranged by the Nodal Agency.	<Omitted>
15.	Appendix-I Letter comprising the Bid	22. {I/We hereby undertake that in the event the Bidder is selected as the Selected Bidder, I/We shall surrender the proportionate quantity of any existing Letter of Assurance /Fuel Supply Agreement to the supplier of the coal, not being the Letter of Assurance/ Fuel Supply Agreement arranged by the	<Omitted>

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		Nodal Agency, corresponding to the tenure of the Letter of Assurance /Fuel Supply Agreement arranged by the Nodal Agency.}[$]	

III. AMENDMENTS IN PSA

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
1.	4.1.3	The Conditions Precedent required to be satisfied by the Supplier within a period of 180 (one hundred and eighty) days from the date of this Agreement shall be deemed to have been fulfilled when the Supplier shall have: A. provided Performance Security to the Utility; B. executed and procured execution of the Substitution Agreement; C. executed the Fuel Supply Agreement [executed all necessary Agreements for Coal Mine/Blocks]; D. executed the Financing Agreements and delivered to the Utility 3 (three) true copies thereof, duly attested by a Director of the Supplier; E. delivered to the Utility 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Supplier, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders;	The Conditions Precedent required to be satisfied by the Supplier within a period of 180 (one hundred and eighty) days from the date of this Agreement shall be deemed to have been fulfilled when the Supplier shall have: A. provided Performance Security to the Utility; B. executed and procured execution of the Substitution Agreement; C. <Omitted> D. executed the Financing Agreements and delivered to the Utility 3 (three) true copies thereof, duly attested by a Director of the Supplier; E. delivered to the Utility 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Supplier, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders; F. <Omitted>; G. delivered to the Utility a legal opinion from the legal

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		F. acquired the real estate for the Power Station; G. delivered to the Utility a legal opinion from the legal counsel of the Supplier with respect to the authority of the Supplier to enter into this Agreement and the enforceability of the provisions thereof; H. deposited a certified true copy of this Agreement with the RLDC and SLDC having jurisdiction and obtained a receipt thereof, in accordance with the provisions of Clauses 24.3.3 and 31.6.1; I. [procured completion of the appraisal process for environmental clearance and "in principle" approval for forest clearance in respect of Coal Mine/Blocks;] and J. [submitted evidence of the commissioning of the Power Station, including details of the Installed Capacity and the Station Heat Rate of the Power Station.] K. Obtained the letter of assurance, dated [**] issued by [**][12] ("**Coal Supplier**") in the name of the Supplier for the supply on a linkage basis, [**] tonnes per annum of [**] grade coal for the entire Term of this Agreement ("**Letter of Assurance**" appended herein as **Annexure 1**) for the purposes of the Project. L. [Surrender the proportionate quantity of any existing Letter of Assurance/Fuel Supply Agreement, not being the Letter of Assurance/ Fuel Supply Agreement arranged by the Utility, corresponding to the tenure of the Letter of Assurance /Fuel Supply Agreement arranged by the Utility];. Provided that upon request in writing by the Supplier, the Utility may, in its discretion, waive any of the Conditions Precedent set	counsel of the Supplier with respect to the authority of the Supplier to enter into this Agreement and the enforceability of the provisions thereof; H. deposited a certified true copy of this Agreement with the SLDC having jurisdiction and obtained a receipt thereof, in accordance with the provisions of Clauses 24.3.3 and 31.6.1; I. <Omitted>; J. <Omitted>; K. Obtained the letter of assurance, issued by CIL/[name of relevant CIL subsidiary] ("**Coal Supplier**") in the name of the Supplier for the supply on a linkage basis, [**] tonnes per annum of [**] grade coal for the entire Term of this Agreement ("Letter of Assurance" appended herein as Annexure 1) for the purposes of the Project; and L. <Omitted> Provided that upon request in writing by the Supplier, the Utility and Nodal agency may, in its discretion, waive any of the Conditions Precedent or grant extension of time, not exceeding 180 (one hundred and eighty) days, for the fulfilment of the Conditions Precedent set forth in this Clause 4.1.3. For the avoidance of doubt, the Utility and Nodal agency may, in its sole discretion, grant any waiver or any extension hereunder, with such conditions as it may deem fit.

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		forth in this Clause 4.1.3. For the avoidance of doubt, the Utility may, in its sole discretion, grant any waiver hereunder, with such conditions as it may deem fit.	
2.	5.1.4.	Explanation : Availability of the Power Station to its full capacity shall, in respect of any hour, mean the capacity of the Power Station to the extent it is offered by the Supplier for producing and supplying electrical energy equal to [950 (nine hundred and fifty)][14] kWh per mega watt of Contracted Capacity over a period of one hour, after accounting for auxiliary consumption, and transmission losses upto the Point of Grid Connection, and for any month or year, as the case may be, the hours during that month or year when the Contracted Capacity of the Power Station is fully available for production of electricity shall be expressed as a percentage of total hours in that month or year, as the case may be, and shall include the deemed availability for and in respect of the events described in Clause 15.8 (the "**Availability**"). For the avoidance of doubt, the Parties agree that Availability shall, during the months when COD or the Transfer Date occurs, be determined with reference to the number of days when the Power Station was in operation, and shall be determined likewise for any single day of operation. The Parties further agree that if the Contracted Capacity of the Power Station is not Available for production of electricity to its full capacity during any hour, or part thereof, not being less than a quarter of an hour, such hour or part thereof shall, in the computation of Availability, be reduced proportionate to the Non-Availability during that hour. The Parties also agree that the determination of Availability hereunder shall be solely for the purposes of this Agreement and shall not in any manner affect the rights and obligations of the Supplier for and in respect of scheduling and despatch of electricity under Applicable Laws and the rules and regulations thereunder.	Explanation : Availability of the Power Station to its full capacity shall, in respect of any hour, mean the capacity of the Power Station to the extent it is offered by the Supplier for producing and supplying electrical energy equal to 937.5 kWh/MW over a period of one hour, after accounting for auxiliary consumption (5.25 % for auxiliary consumption and 1% auxiliary consumption for FGD), and for any month or year, as the case may be, the hours during that month or year when the Contracted Capacity of the Power Station is fully available for production of electricity shall be expressed as a percentage of total hours in that month or year, as the case may be, and shall include the deemed availability for and in respect of the events described in Clause 15.8 (the "**Availability**"). For the avoidance of doubt, the Parties agree that Availability shall, during the months when COD or the Transfer Date occurs, be determined with reference to the number of days when the Power Station was in operation, and shall be determined likewise for any single day of operation. The Parties further agree that if the Contracted Capacity of the Power Station is not Available for production of electricity to its full capacity during any hour, or part thereof, not being less than a quarter of an hour, such hour or part thereof shall, in the computation of Availability, be reduced proportionate to the Non-Availability during that hour. The Parties also agree that the determination of Availability hereunder shall be solely for the purposes of this Agreement and shall not in any manner affect the rights and obligations of the Supplier for and in respect of scheduling and despatch of electricity under Applicable Laws and the rules and regulations thereunder.

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
3.	5.1.5	The Supplier shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement: (a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars as may be required for obtaining Applicable Permits, other than those set forth in Clause 4.1.2, and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws. Non-grant of long term open access shall be mutually decided by the Utility and Supplier; …	The Supplier shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement: (a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars as may be required for obtaining Applicable Permits, other than those set forth in Clause 4.1.2, and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws. Non-grant of required open access shall be mutually decided by the Utility and Supplier; …
4.	5.1.5.(e)	procure the Station Premises and Line ROW, and maintain the same;	ensure the completion of all necessary activities required for obtaining possession of the land provided by the Utility for the Station Premises and maintain the same;
5.	5.5	The Supplier shall be liable for payment of all charges, due and payable under Applicable Laws, for inter-state and intra-state transmission of electricity from the Point of Grid Connection to the Delivery Point. For the avoidance of doubt, the Parties expressly agree that inter-state and intra-state transmission of electricity shall be undertaken solely at the risk and cost of the Supplier and all liabilities arising out of any failure of inter-state and intra-state transmission shall, subject to the provisions of Clause 21.4.3, be borne by the Supplier. The Parties further agree that the obligation of the Supplier to pay the regulated charges for transmission of electricity shall be restricted to the tariffs and rates applicable on the Bid Date for and in respect of 80% (eighty per cent) of Contracted Capacity and any differential arising from revision of the regulated tariffs and rates thereafter shall be payable or recoverable, as the case may be, by the Utility. The Parties also agree that the regulated charges applicable for	<Omitted>

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		transmission of electricity referred to hereinabove as on the Bid Date shall be deemed to be Rs. ... (Rupees ...) for and in respect of 80% (eighty per cent) of the Contracted Capacity[£], which charges shall at all times be due and payable by the Supplier.	
6.	5.6.1	The Supplier shall be liable for the transmission losses in all inter-state and intra- state transmission of electricity from the Point of Grid Connection to the Delivery Point. For the avoidance of doubt, the Parties expressly agree that transmission of electricity shall be undertaken solely at the risk and cost of the Supplier and all liabilities arising out of any transmission losses on inter-state and intra-state transmission lines shall be borne by the Supplier. The Parties further agree that the obligation of the Supplier to bear the transmission losses shall be restricted to the level of losses determined by the Central Commission as on the Bid Date for this Project and any differential (higher or lower) arising from revision in the level of losses thereafter by the Central Commission shall be borne by the Utility.	<Omitted>
	5.6.2	The Supplier represents and warrants that it has ascertained and assessed the applicable transmission losses from the Point of Grid Connection to the Delivery Point as determined by the Appropriate Commission for and in respect of the Bid Date, and expressed in the form of their proportion to the electricity supplied hereunder at the Point of Grid Connection. The Supplier acknowledges, agrees and undertakes that the product of such transmission losses (expressed in kWh) and the Tariff shall be due and payable by the Supplier to the Utility and shall be adjusted in the relevant Monthly Invoice. For the avoidance of doubt and by way of illustration, the Parties agree that if the transmission losses in any month are equivalent to 1(one) lakh units and the Tariff payable for that month is Rs. 3 (Rupees three) per kWh, an amount of Rs. 3,00,000 (Rupees three lakh) shall be due and payable by the Supplier to the Utility and shall be	<Omitted>

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		adjusted in the Monthly Invoice for that month.	
7.	6.1.2 (a)	upon written request from the Supplier, and subject to the Supplier complying with Applicable Laws, provide reasonable support and assistance to the Supplier in procuring the Applicable Permits, including environmental or forest clearances, required from any Government Instrumentality for implementation and operation of the Project; Non- grant of long term open access shall be mutually decided by the Utility and Supplier	upon written request from the Supplier, and subject to the Supplier complying with Applicable Laws, provide reasonable support and assistance to the Supplier in procuring the Applicable Permits, including environmental or forest clearances, required from any Government Instrumentality for implementation and operation of the Project; Non- grant of required open access shall be mutually decided by the Utility and Supplier.
8.	6.1.4	-	This new clause has been added in PSA: - The Utility shall, through Bihar State Power Transmission Company Limited, make available the transmission system required for evacuation of power from the Point of Grid Connection 3 (three) Months prior to the scheduled synchronization date of the first Unit.
9.	7.1(t)	-	Notwithstanding the implementation of the Project by the Supplier, in case of any default by the Supplier, the Supplier shall ensure that the obligations undertaken in terms of this Agreement are performed by the Successful Bidder.
10.	9.1.3	Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Supplier within a period of 60 (sixty) days from the date of this Agreement, the Utility may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Supplier under or arising out of this Agreement and the Fuel Supply Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Supplier, and this Agreement and the Fuel Supply Agreement, to the extent of Allocated Coal required for the Contracted Capacity, shall be deemed to have been	Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Supplier within a period of 60 (sixty) days from the date of this Agreement, the Utility may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Supplier under or arising out of this Agreement and the Letter of Assurance shall be deemed to have been waived by, and to have ceased with the concurrence of the Supplier, and this Agreement and the Letter of Assurance, to the extent of Allocated Coal required for the Contracted Capacity, shall be deemed to have been terminated with

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		terminated with the consent of the Supplier	the consent of the Supplier.
11.	9.3	The Performance Security shall remain in force and effect until expiry of 3 (three) months after COD, and shall be released upon the Performance Guarantee taking effect in accordance with the provisions of Clause 9.4. Until such time the Performance Guarantee comes into effect, the Performance Security shall remain in force and effect, and upon the Performance Guarantee coming into effect pursuant hereto, the Utility shall release the Performance Security to the Supplier.	The Performance Security shall remain in force and effect until expiry of 3 (three) months after COD of all 3 (three) units, and shall be released upon the Performance Guarantee taking effect in accordance with the provisions of Clause 9.4. Until such time the Performance Guarantee comes into effect, the Performance Security shall remain in force and effect, and upon the Performance Guarantee coming into effect pursuant hereto, the Utility shall release the Performance Security to the Supplier.
12.	9.4.1	The Supplier shall, for the performance of its obligations hereunder during the Operation Period, be deemed to provide to the Utility upon occurrence of COD, an irrevocable and unconditional guarantee pursuant to the provisions of this Clause 9.4 (the "**Performance Guarantee**"), for a sum equivalent to the Fixed Charge due and payable by the Utility to the Supplier for Normative Availability in respect of a period of 15 (fifteen) days in accordance with the provisions of this Agreement. The Performance Guarantee shall constitute the first and exclusive charge on all amounts due and payable by the Utility to the Supplier, and the Utility shall be entitled to enforce the Performance Guarantee by making a deduction from the amounts due and payable by it to the Supplier in accordance with the provisions of Clause 9.5. For the avoidance of doubt, the Parties agree that no amounts shall be earmarked, frozen or withheld for securing payment of any potential Damages that may fall due at a subsequent date, and only the amounts which shall have become due and payable by the Supplier upon occurrence of Supplier Default shall be liable to appropriation hereunder.	The Supplier shall, for the performance of its obligations hereunder during the Operation Period, be deemed to provide to the Utility upon occurrence of COD of the last Unit, an irrevocable and unconditional guarantee pursuant to the provisions of this Clause 9.4 (the "**Performance Guarantee**"), for a sum equivalent to the Fixed Charge due and payable by the Utility to the Supplier as on COD for Normative Availability in respect of a period of 15 (fifteen) days in accordance with the provisions of this Agreement. The Performance Guarantee shall constitute the first and exclusive charge on all amounts due and payable by the Utility to the Supplier, and the Utility shall be entitled to enforce the Performance Guarantee by making a deduction from the amounts due and payable by it to the Supplier in accordance with the provisions of Clause 9.5. For the avoidance of doubt, the Parties agree that no amounts shall be earmarked, frozen or withheld for securing payment of any potential Damages that may fall due at a subsequent date, and only the amounts which shall have become due and payable by the Supplier upon occurrence of Supplier Default shall be liable to appropriation hereunder.
13.	10.1.	The site of the Power Station shall comprise of: (a) the real estate required for the power station and associated services as described in Schedule-A, (the "**Station Premises**"); and (b) the	The site of the Power Station shall comprise of the real estate required for the power station and associated services as described in Schedule-A, (the "**Station Premises**"). For the avoidance of

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		real estate required for the lines and transmission towers of the Dedicated Transmission System, as described in Schedule-A (the "**Line ROW**"), and in respect of which the right of way shall be procured by the Supplier under and in accordance with this Agreement (collectively, the "**Site**"). For the avoidance of doubt, it is hereby acknowledged and agreed that references to the Site shall be construed as references to the real estate required for the Power Station as set forth in Schedule-A	doubt, it is hereby acknowledged and agreed that references to the Site shall be construed as references to the real estate required for the Power Station as set forth in Schedule-A
14.	10.2	10.2.1 The Supplier shall procure and maintain the Line ROW at its own risk and cost. For the avoidance of doubt, it is agreed that the minimum width of the right of way to be acquired shall conform to the provisions of Schedule-A. 10.2.2 The Supplier agrees and undertakes to indemnify, defend, save and hold harmless the Utility and its officers, servants, agents and Government Instrumentalities against any and all suits, proceedings, actions, demands and claims for any loss, damage, cost and expense of whatever kind and nature, in connection with the acts or omissions of the Supplier in the procurement of Line ROW save and except any loss, damage, cost and expense relating to any act or omission of the Utility.	<Omitted>
15.	11.2.1	The Supplier shall complete construction of the Power Station as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C. The [1,050th (one thousand and fiftieth)]17 day from the Appointed Date shall be the scheduled date for completion of the Power Station (the "**Scheduled Completion Date**") and the Supplier agrees and undertakes that construction of the Power Station shall be completed on or before the Scheduled Completion Date. For the avoidance of doubt, the Parties agree that the construction of	The Supplier shall complete construction of the Power Station as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C. The scheduled date for completion of each Unit (the "**Scheduled Completion Date**") shall be a date falling at the end of 48 (forty eight) months, 54 (fifty four) months and 60 (sixty) months respectively and the Supplier agrees and undertakes that COD of each of the Unit(s) of the Power Station shall be achieved on or before the respective Scheduled Completion Date.

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		Power Station hereunder shall include construction of a dedicated transmission system for point to point transmission of electricity from the generating station to the Point of Grid Connection, as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C (the "**Dedicated Transmission System**").	
16.	11.2.2	In the event that the Supplier fails to achieve any Project Milestone within a period of 90 (ninety) days from the date set forth for such Project Milestone in Schedule-E, unless such failure has occurred due to Force Majeure or for reasons attributable to the Utility, it shall pay Damages to the Utility in a sum calculated at the rate of 0.2% (zero point two per cent) of the amount of Performance Security for delay of each day until such Project Milestone is achieved; provided that if any or all Project Milestones or the Scheduled Completion Date are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-E shall be deemed to be modified accordingly; provided further that in the event COD is achieved on or before the Scheduled Completion Date, the Damages paid under this Clause 11.2.2 shall be refunded by the Utility to the Supplier, but without any interest thereon; provided also that in the event the Supplier agrees and undertakes to supply from an alternate source, the whole or part of the entitlement of the Utility from electricity that would have been produced from Contracted Capacity during the period between the Scheduled Completion Date and COD, and on the terms specified in this Agreement, the Damages payable under this Clause 11.2.2 shall be reduced in the same proportion that such supply shall bear to the entitlement of the Utility in supply from Contracted Capacity. For the avoidance of doubt, the Parties agree that in the event the Power Station is not completed and COD does not occur within 180 (one hundred and eighty) days from the Scheduled	In the event that the Supplier fails to achieve any Project Milestone within a period of 90 (ninety) days from the date set forth for such Project Milestone in Schedule-E, unless such failure has occurred due to Force Majeure or for reasons attributable to the Utility, it shall pay Damages to the Utility in a sum calculated at the rate of 0.2% (zero point two per cent) of the amount of Performance Security for delay of each day until such Project Milestone is achieved; provided that if any or all Project Milestones or the Scheduled Completion Date are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-E shall be deemed to be modified accordingly; provided further that in the event COD of a Unit is achieved on or before the Scheduled Completion Date for such Unit, the Damages paid under this Clause 11.2.2 in respect of such Unit shall be refunded by the Utility to the Supplier, but without any interest thereon; provided also that in the event the Supplier agrees and undertakes to supply from an alternate source, the whole or part of the entitlement of the Utility from electricity that would have been produced from Contracted Capacity during the period between the Scheduled Completion Date and COD, and on the terms specified in this Agreement, the Damages payable under this Clause 11.2.2 shall be reduced in the same proportion that such supply shall bear to the entitlement of the Utility in supply from Contracted Capacity. For the avoidance of doubt, the Parties agree that in the event the Power Station is not completed and COD does not occur within 180 (one hundred and eighty) days

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Utility shall be entitled to terminate this Agreement.	from the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Utility shall be entitled to terminate this Agreement. For the avoidance of doubt it is hereby clarified that: (i) any supply from an alternate source shall be provided to the Utility at any point notified by the Utility that shall be at the transmission periphery of the state of Bihar; (ii) all liabilities arising out of any transmission losses and/or charges up to the state periphery shall be to the account of the Supplier; and (iii) any supply from an alternate source shall be provided to the Utility at a tariff which shall be the lower of: (a) the Tariff as per Article 21; or (b) the lowest 'Market Clearing Price' discovered amongst all power exchanges for the corresponding block(s) for the period for which the supply of power is made.
17.	13.4.1	At least 30 (thirty) days prior to the likely synchronisation of the Power Station to the Grid, the Supplier shall notify the [Utility/Utility's Engineer] and the RLDC or SLDC, as the case may be, of its intent to undertake such synchronisation.	At least 30 (thirty) days prior to the likely synchronisation of any Unit of the Power Station to the Grid, the Supplier shall notify the Utility/Utilities' Engineer and the SLDC, as the case may be, of its intent to undertake such synchronisation as per the provisions of the Grid Code.
18.	18.1	The Supplier acknowledges and agrees that it shall set up and operate the Power Station with an installed capacity of ..... MW (the "**Installed Capacity**")[23] which shall include Committed Capacity and Merchant Capacity in accordance with the provisions of this Agreement.	The Supplier acknowledges and agrees that it shall set up and operate the Power Station with an installed capacity of 2400 MW (the "**Installed Capacity**").
19.	18.3	The Parties expressly acknowledge and undertake that the Contracted Capacity hereunder alongwith similar capacity contracted between the Supplier and other Distribution Licensees for supply of electricity in accordance with the provisions of Section 63 of the Act shall at all times be dedicated for production of electricity and supply thereof to the Utility and/or other Distribution Licensees with whom such	<Omitted>

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		agreements have been signed (the "**Committed Capacity**") and shall be utilised in accordance with the instructions of the Utility and/or such Distribution Licensees, save and except as provided in this Agreement.	
20.	18.4.1 18.4.2	The Parties expressly acknowledge and agree that save and except as provided in Clause 18.4.2, 20% (twenty per cent) of the Contracted Capacity and the Committed Capacity, as the case may be, shall be available to the Supplier for production and supply of electricity to any person, in accordance with Applicable Laws and this Agreement (the "**Open Capacity**") and the terms of such sale may, save and except as provided in this Agreement, be determined by the Supplier at its discretion. Notwithstanding anything to the contrary contained in this Agreement, the provisions for and in respect of Open Capacity shall not apply to any agreement for supply of electricity to a Distribution Licensee if such agreement has been signed on or before December 31, 2014.	<Omitted> <Omitted>
21.	18.5	18.5.1 In the event that any part of the entitlement of the Utility to the Contracted Capacity is not utilised by the Utility or its nominees, the same shall be deemed to be Committed Capacity, but only for the period when it is not being utilised or is not scheduled for utilisation by the Utility. If any Contracted Capacity, deemed as Committed Capacity hereunder, is utilised for production of electricity and sale thereof to any other Distribution Licensee specified in Clause 18.3, the Fixed Charge due and payable for and in respect of such Contracted Capacity shall, subject to the provisions of Clause 18.5.2, be recovered by the Supplier from such Distribution Licensee as if the electricity has been supplied to the Utility. If such Contracted Capacity is not utilised for any	<Omitted>

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		Distribution Licensee hereunder, the Supplier may use the whole or part thereof as Open Capacity, provided that the use of Allocated Coal, if any, for production of electricity from such Open Capacity shall be governed by the provisions of Clause 22.6. For the avoidance of doubt, the Parties agree that supply of electricity to a nominee of the Utility shall be subject to provision of adequate payment security either by the nominee or by the Utility. The Parties further agree that in the event any such Contracted Capacity remains unsold hereunder, the Fixed Charge in respect thereof shall be due and payable by the Utility to the Supplier. 18.5.2 Without prejudice to the provisions of Clause 18.5.1, the Fixed Charge due and payable by the Utility to the Supplier, for and in respect of the Contracted Capacity utilised for production of electricity and sale thereof to other Distribution Licensees or Buyers, as the case may be, shall be deemed to be waived and no Fixed Charge shall, therefore, be due or payable by the Utility in respect thereof; provided that the Utility may, in its sole discretion, agree to pay to the Supplier such proportion of the waived Fixed Charge, and in such manner, as it may determine from time to time. For the avoidance of doubt, the Parties agree that that the Supplier may, at its own risk and cost, give such discount as it deems fit on the Fixed Charge payable by the Distribution Licensees or Buyers, as the case may be. 18.5.3 In the event that any part of the Committed Capacity is not utilised by the Distribution Licensees specified in Clause 18.3, the Supplier shall offer the same, with a notice of at least 3 (three) working days, to the Utility and other such Distribution Licensees upon payment of Tariff, and only upon failure of the Utility and the other Distribution Licensees to communicate acceptance of such supply within such 3 (three) working days,	<Omitted> <Omitted>

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		the Supplier may sell the same to Buyers in accordance with the provisions of this Agreement.	
22.	18.7	Any generating capacity in excess of the Committed Capacity and forming part of the Installed Capacity shall be deemed to be merchant capacity (the "**Merchant Capacity**") which may be utilised by the Supplier in such manner as it deems fit, and the provisions of this Agreement, save and except the provisions relating to Allocated Coal, shall not apply to such excess capacity. For the avoidance of doubt, use of Allocated Coal for Merchant capacity shall be governed by the provisions of Clause 22.6.	<Omitted>
23.	19.6	**Excuse from appointment of Utility's Engineer** Notwithstanding anything to the contrary contained in this Agreement, in the event that a Utility has contracted the lower of, (a) 25% (twenty five per cent) of the Installed Capacity; and (b) 200 (two hundred) megawatts, it shall not appoint a Utility's Engineer under this Article 19.	<Omitted>
24.	20.2.2	Upon Termination under Clause 20.2.1, the Utility shall be entitled to encash the Bid Security and appropriate the proceeds thereof as Damages; provided, however, if Financial Close has not occurred due to Force Majeure or as a result of the Utility being in default of any of its obligations under Clause 4.1.2, it shall, upon Termination, release the Bid Security or Performance Security, as the case may be, forthwith along with the Damages due and payable under Clause 4.2.	Upon Termination under Clause 20.2.1, the Utility shall be entitled to encash the Performance Security and appropriate the proceeds thereof as Damages; provided, however, if Financial Close has not occurred due to Force Majeure or as a result of the Utility being in default of any of its obligations under Clause 4.1.2, it shall, upon Termination, release the Performance Security, forthwith along with the Damages due and payable under Clause 4.2.
25.	22.1.1	The heat energy input, in kCal, required for generation and supply of 1 (one) kWh of electricity at the Point of Grid Connection, after accounting for auxiliary consumption and transmission losses, if any, as determined by Tests and specified in the Provisional Certificate or Completion Certificate, as the	The heat energy input, in kCal, required for generation and supply of 1 (one) kWh of electricity at the Delivery Point, after accounting for auxiliary consumption, if any, as determined by Tests and specified in the Provisional Certificate or Completion Certificate, as the case may be, shall be the net station heat rate of

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		case may be, shall be the net station heat rate of the Power Station (the "**Station Heat Rate**" or "**SHR**"). Provided that the SHR shall be adjusted from time to time in accordance with the provisions of Clause 24.4, to account for any reduction in Despatch. Provided further that the aforesaid SHR shall be deemed to be increased by [0.15% (zero point one five per cent) per annum on each successive anniversary of COD] and the number so arrived at shall be the applicable SHR for that year. For the avoidance of doubt and by way of illustration, the Parties expressly agree that if Tests determine that the Station Heat Rate at the Point of Grid Connection is say [2,300] kCal per kWh, it shall be assumed that such Station Heat Rate has been derived after accounting for auxiliary consumption and transmission losses.	the Power Station (the "**Station Heat Rate**" or "**SHR**"). Provided that the SHR shall be adjusted from time to time in accordance with the provisions of Clause 24.4, to account for any reduction in Despatch. Provided further that the aforesaid SHR shall be deemed to be increased by 0.15% (zero point one five per cent) per annum on each successive anniversary of COD and the number so arrived at shall be the applicable SHR for that year. For the avoidance of doubt and by way of illustration, the Parties expressly agree that if Tests determine that the Station Heat Rate at the Delivery Point is say 2,300 kCal per kWh, it shall be assumed that such Station Heat Rate has been derived after accounting for auxiliary consumption.
26.	21.2.2	In the event the Completion Certificate specifies a Station Heat Rate that is lower than the Station Heat Rate specified in Schedule-C, the Initial Fixed Charge shall be increased such that for every improvement of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause 21.2.1 shall be increased by 1.5% (one point five per cent) thereof. Provided, however, that in case the source of Fuel is situated within 100 (one hundred) kilometres of the Power Station, such increase shall be restricted to 1% (one per cent) and if the Fuel is procured from overseas or from the open domestic market, such increase shall be the lower of, (a) 2.5% (two point five per cent) for every improvement of 1% (one per cent); and (b) actual costs.	In the event the Completion Certificate specifies a Station Heat Rate that is lower than the Station Heat Rate specified in Schedule-C, the Initial Fixed Charge shall be increased such that for every improvement of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause 21.2.1 shall be increased by 1.5% (one point five per cent) thereof. Provided, however, that in case the source of Fuel is situated within average distance of 100 (one hundred) kilometres of the Power Station, such increase shall be restricted to 1% (one per cent).
27.	21.2.3	In the event the actual Station Heat Rate is higher than the Station Heat Rate specified in the Completion Certificate the Initial Fixed Charge shall be decreased such that for every increase of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause 21.2.1 shall be	In the event the Completion Certificate specifies a Station Heat Rate that is higher than the Station Heat Rate specified in Schedule-C the Initial Fixed Charge shall be decreased such that for every increase of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		decreased by 2% (two per cent) thereof. Provided, however, that in case the source of Fuel is situated within 100 (one hundred) kilometres of the Power Station, such decrease shall be restricted to 1.5% (one point five per cent) and if the Fuel is procured from overseas or from the open domestic market, such decrease shall be the lower of, (a) 3% (three per cent) for every reduction of 1% (one per cent) in SHR; and (b) actual costs.	21.2.1 shall be decreased by 2% (two per cent) thereof. Provided, however, that in case the source of Fuel is situated within average distance of 100 (one hundred) kilometres of the Power Station, such decrease shall be restricted to 1.5% (one point five per cent).
28.	21.4.1	Subject to the provisions of this Clause 21.4, the Base Fixed Charge, as corrected for variation in WPI Index in accordance with Clause 21.3 shall be the Fixed Charge payable for Availability in each month of the relevant Accounting Year.	Subject to the provisions of this Clause 21.4, the Base Fixed Charge, as corrected for variation in WPI Index in accordance with Clause 21.3 shall be the Fixed Charge payable for Cumulative Availability in each month of the relevant Accounting Year.
29.	21.4.5	Pursuant to the provisions of Clause 21.4.4, the Supplier shall not, for and in respect of any day, be entitled to receive payment of Fixed Charge for Availability exceeding [72% (seventy two per cent)] thereof and in the event it supplies electricity to the Utility in excess of such [72% (seventy two per cent)], such excess supply shall be eligible only for payment of Fuel Charge, save and except the payment of Incentive due under the provisions of Clause 21.4.4.	Pursuant to the provisions of Clause 21.4.4, the Supplier shall not, for and in respect of any day, be entitled to receive payment of Fixed Charge for Availability exceeding 90% (ninety per cent) thereof and in the event of Despatch of Power to the Utility in excess of such 90% (ninety per cent), such excess supply shall be eligible only for payment of Fuel Charge, save and except the payment of Incentive due under the provisions of Clause 21.4.4.
30.	21.5.3	In the event that any shortfall in supply of electricity to the Utility occurs on account of any deficiency in transmission between the Point of Grid Connection and Delivery Point, the Availability shall be deemed to be reduced to the extent of reduction in transmission of electricity, and the reduction referred to hereinabove shall be deemed as Non-Availability on account of deficiency in transmission. For the avoidance of doubt and by way of illustration, the Parties agree that if such deficiency in transmission is equal to 20% (twenty per cent) of the entitlement of the Utility in the Contracted Capacity, the Availability shall be deemed to be 80% (eighty per cent) and the	<Omitted>

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		Non-Availability hereunder shall be notified by the Supplier to the Utility forthwith.	
31.	21.9.2	The Tariff and Incentives payable by the Utility under this Article 21 shall be exclusive of Service Tax, Electricity Duty, Value Added Tax or General Sales Tax, Custom Duty on Fuel or any replacement thereof, if applicable, and any Service Tax, Electricity Duty, Value Added Tax or General Sales Tax and Custom Duty on fuel thereon shall be paid by the Supplier and reimbursed by the Utility upon submission of necessary particulars by the Supplier.	The Tariff and Incentives payable by the Utility under this Article 21 shall be exclusive of Electricity Duty and Goods and Services Tax, if applicable, and any Electricity Duty, Goods And Services Tax, levied on the electricity supplied to the Utility shall be paid by the Supplier and reimbursed by the Utility upon submission of necessary particulars along with documentary evidences by the Supplier.
32.	21.10.2	The Supplier shall, with each Monthly Invoice submit, (a) a certificate that the amounts claimed in the invoice are correct and in accordance with the provisions of the Agreement; (b) proof of Availability, for the period billed, comprising evidence of communications regarding the extent of Non-Availability from time to time; (c) official documents in support of the variation in WPI as specified in Clause 21.3; (d) detailed calculations of the Fixed Charge for Availability in accordance with this Article 21; (e) detailed calculations of the Fuel Charge, in respect of the electricity dispatched, computed in accordance with Article 22; (f) detailed calculations of the Incentives and/or Damages in accordance with Clause 21.6; (g) details in respect of taxes/duties payable/reimbursable in accordance with the provisions of this Agreement; (h) details of the Fixed Charge to be adjusted by the Supplier in respect of sale of power to Buyers; (i) details in respect of Damages or Incentives payable in respect of Key Performance Indicators in accordance with the provisions of Article 17; (j) adjustments, if any, on account of revision of the transmission charges referred to in Clause 5.5; (k) proportionate adjustment on account of transmission losses to be determined in accordance with Clause 5.6; and (l) the net amount payable under	The Supplier shall, with each Monthly Invoice submit, (a) a certificate that the amounts claimed in the invoice are correct and in accordance with the provisions of the Agreement; (b) proof of Availability approved by the SLDC, for the period billed, comprising evidence of communications regarding the extent of Non-Availability from time to time; (c) official documents in support of the variation in WPI as specified in Clause 21.3; (d) detailed calculations of the Fixed Charge for Availability in accordance with this Article 21; (e) detailed calculations of the Fuel Charge, in respect of the electricity dispatched, computed in accordance with Article 22; (f) detailed calculations of the Incentives and/or Damages in accordance with Clause 21.6; (g) details in respect of taxes/duties payable/reimbursable in accordance with the provisions of this Agreement; (h) details of the Fixed Charge to be adjusted by the Supplier in respect of sale of power to Buyers; (i) details in respect of Damages or Incentives payable in respect of Key Performance Indicators in accordance with the provisions of Article 17; and (j) the net amount payable under the Monthly Invoice.

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		the Monthly Invoice.	
33.	21.10.3	The Utility shall, within 30 (thirty) days of receipt of a Monthly Invoice in accordance with Clause 21.10.1 (the "**Payment Due Date**"), make payment of the amount claimed directly, through electronic transfer, to the nominated bank account of the Supplier, save and except any amounts which it determines as not payable or disputed (the "**Disputed Amounts**")	The Utility shall, within 30 (thirty) days of receipt of a Monthly Invoice in accordance with Clause 21.10.1, Supplementary Invoice (if any) in accordance with Clause 21.13.1 (the "**Payment Due Date**"), make payment of the amount claimed directly, through electronic transfer, to the nominated bank account of the Supplier, save and except any amounts which it determines as not payable or disputed (the "**Disputed Amounts**").
34.	21.11.1	The Utility shall, within 10 (ten) days of receiving an invoice, notify the Supplier of the Disputed Amounts, with particulars thereof. Within 7 (seven) days of receiving such notice, the Supplier shall present any information or evidence as may reasonably be required for determining that such Disputed Amounts are payable. The Utility may, if necessary, meet a representative of the Supplier for resolving the dispute and in the event that the dispute is not resolved amicably, the Dispute Resolution Procedure shall apply. For the avoidance of doubt, even if a dispute is resolved amicably, any amount paid after the Payment Due Date shall be deemed as delayed payment for the purposes of payment of interest thereon. For the avoidance of doubt, the Utility shall be entitled to raise a dispute regarding any Disputed Amounts, whether due or already paid in accordance with this Agreement, at any time.	The Utility shall, within 20 (twenty) days of receiving an invoice, notify the Supplier of the Disputed Amounts, with particulars thereof. Within 7 (seven) days of receiving such notice, the Supplier shall present any information or evidence as may reasonably be required for determining that such Disputed Amounts are payable. The Utility may, if necessary, meet a representative of the Supplier for resolving the dispute and in the event that the dispute is not resolved amicably, the Dispute Resolution Procedure shall apply. For the avoidance of doubt, even if a dispute is resolved amicably, any amount paid after the Payment Due Date shall be deemed as delayed payment for the purposes of payment of interest thereon. For the avoidance of doubt, the Utility shall be entitled to raise a dispute regarding any Disputed Amounts, whether due or already paid in accordance with this Agreement, at any time.
35.	21.12	The Parties expressly agree that in the event the Utility pays the Tariff within 5 (five) days of the date of submission of the invoice thereof, it shall be entitled to deduct 1% (one per cent) of the amount comprising the Tariff by way of discount for early payment.	The Parties expressly agree that in the event the Utility pays the Tariff within 5 (five) days of the date of submission of the Monthly Invoice thereof, it shall be entitled to deduct 1% (one per cent) of the amount comprising the Tariff by way of discount for early payment.
36.	21.13	-	**(i) Supplementary Invoice**

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
	(New Clause)		21.13.1 Either Party may raise a bill on the other Party ("**Supplementary Invoice**") for payment on account of: i. Adjustments required by the State/Regional Energy Account (if applicable); or ii. Change in Law as provided in Article 34, and such Supplementary Bill shall be paid by the other Party. 21.13.2 The Utility or the Supplier, as the case may be, shall pay the amount payable under the Supplementary Bill on or before the Payment Due Date. 21.13.3 For the payment of the Supplementary Invoice, prior to Payment Due Date, the Utility shall be entitled to deduct 0.5% (zero point five percent) of the amount stated in the concerned Supplementary Invoice by way of discount for early payment. However, no rebate shall be applicable on Supplementary Bills raised on account of Change in Law relating to Taxes. In the event of delay in payment of a Supplementary Invoice by either Party in accordance with Clause 21.13.2 above, the provisions of Article 38.4.3 shall apply.
37.	22.2	Fuel Charge	To encourage participation, the Fuel Charge provision has been appropriately modified in multiple places to clarify that for calculation purposes, whether it be distance of transportation or GCV of coal etc., the concept of weighted average will be applied in each Monthly Invoice.
38.	22.2.1	The Utility shall pay to the Supplier for and in respect of the Fuel utilised for generation of a kWh of electricity for supply thereof to the Utility, a fuel charge determined from time to time in accordance with the provisions of this Clause 22.2.1 and	The Utility shall pay to the Supplier for and in respect of the Fuel utilised for generation of a kWh of electricity for supply thereof to the Utility, a fuel charge determined from time to time in accordance with the provisions of this Clause 22.2.1 and

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		expressed in Rupees per kWh (the "**Fuel Charge**"). The Parties agree that the Fuel Charge as on the Bid Date shall be deemed to be Rs. .... and paise.... (Rupees .... and paise....) per kWh, which represents the lower of the Bid submitted by the Supplier and the amount determined in pursuance of the provisions of Clause 22.2.2 as on the Bid Date[£]. For the avoidance of doubt, the Supplier represents and warrants that the Fuel Charge referred to hereinabove conforms with the provisions of Clause 22.2.3 and comprises [(a) Rs. and paise ....(Rupees .... and paise ....) per kWh on account of cost of Fuel, (b) Rs. and paise .... (Rupees .... and paise) per kWh on account of transportation, (c) Rs. .... and paise .....(Rupees .... and paise) per kWh on account of washing, (d) Rs. .... and paise .... (Rupees .... and paise ....) per kWh on account of crushing charges, and (e) Rs. .... and paise .... (Rupees .... and paise ....) per kWh on account of other charges as specified in the RFP-DBFOO], and any error or misrepresentation herein, as and when detected, shall entitle the Utility to reduce the Fuel Charge correspondingly and recover any excess payments made in the past along with interest at the rate specified in Clause 38.4.	expressed in Rupees per kWh (the "**Fuel Charge**"). The Parties agree that the Fuel Charge as on the Bid Date shall be deemed to be Rs. .... and paise.... (Rupees .... and paise....) per kWh, which represents the lower of the Bid submitted by the Supplier and the amount determined in pursuance of the provisions of Clause 22.2.2 as on the Bid Date. For the avoidance of doubt, the Supplier represents and warrants that the Fuel Charge referred to hereinabove conforms with the provisions of Clause 22.2.3 and comprises (a) Rs. ….. and paise ....(Rupees .... and paise ....) per kWh on account of weighted average cost of Fuel, (b) Rs. …. and paise .... (Rupees .... and paise…...) per kWh on account of weighted average transportation, and any error or misrepresentation herein, as and when detected, shall entitle the Utility to reduce the Fuel Charge correspondingly and recover any excess payments made in the past along with interest at the rate specified in Clause 38.4.
39.	22.2.2	Landed cost of Fuel shall be the weighted average price of Fuel, in Rs. per kilogram, which is due and payable by the Supplier for procuring Fuel in accordance with the provisions of Clause 22.2.3, and shall include the cost of transportation thereof as specified in Clauses 22.2.4 and 22.2.5 and the cost of washing, if any, as specified in Clause 22.2.6 [and the cost of crushing as specified in Clause 22.2.7 and the cost of other charges, if any, as specified in Clause 22.2.8] (the **"Landed Fuel Cost").** Provided, however, that the Landed Fuel Cost shall in no case exceed the actual cost incurred by the Supplier. For the avoidance of doubt, the Parties expressly agree that in the event of any deviation from the GCV specified in [Clause 22.2.3/ the FSA or AFSA, as the	Landed cost of Fuel shall be the weighted average price of Fuel, in Rs. per kilogram, which is due and payable by the Supplier for procuring Fuel in accordance with the provisions of Clause 22.2.3, and shall include the weighted average cost of transportation thereof as specified in Clauses 22.2.4 (the **"Landed Fuel Cost**"). Provided, however, that the Landed Fuel Cost shall in no case exceed the actual cost incurred by the Supplier. For the avoidance of doubt, the Parties expressly agree that in the event of any deviation from the GCV specified in Clause 22.2.3/ the FSA or AFSA, as the case may be, the Landed Fuel Cost shall be deemed to be adjusted and modified such that the Fuel Charge payable by the Utility shall be the same as if the

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		case may be,] the Landed Fuel Cost shall be deemed to be adjusted and modified such that the Fuel Charge payable by the Utility shall be the same as if the GCV is in accordance with the value specified in [Clause 22.2.3/ the FSA or AFSA, as the case may be].	GCV is in accordance with the value specified in Clause 22.2.3/ the FSA or AFSA, as the case may be.
40.	22.2.4	The total cost of transportation of domestic Fuel, forming part of the Landed Fuel Cost, shall be the lower of, (a) [110% (one hundred and ten per cent)] 38 of the freight payable to the Indian Railways for transportation by rail, and (b) the actual cost of transportation. For the avoidance of doubt, the Parties agree that the amount specified in Clause 22.2.1 is equivalent to or less than the aforesaid 110% (one hundred and ten per cent) of the amount payable to the Indian Railways. The Supplier represents and warrants that the aforesaid amount has been derived from the railway freight rate of Rs..... (Rupees …) per tonne as on the Bid Date and the transportation charge specified in Clause 22.2.1 shall be revised only in proportion to the revision in rail freight as compared to the rate specified hereinabove.	The total cost of transportation of Fuel, forming part of the Landed Fuel Cost, shall be the lower of, (a) 110% (one hundred and ten per cent) of the weighted average freight payable to the Indian Railways for transportation by rail, and (b) the actual cost of transportation. For the avoidance of doubt, the Parties agree that the amount specified in Clause 22.2.1 is equivalent to or less than the aforesaid 110% (one hundred and ten per cent) of the weighted average amount payable to the Indian Railways. The Supplier represents and warrants that the aforesaid amount has been derived from the railway freight rate of Rs..... (Rupees …) per tonne as on the Bid Date and the transportation charge specified in Clause 22.2.1 shall be revised only in proportion to the revision in rail freight as compared to the rate specified hereinabove.
41.	22.2.6	In the event washing of coal is required under Applicable Laws, the cost of washing shall be included in the Landed Fuel Cost and such cost shall be lower of, (a) the average cost of washing incurred by CIL for similar washing and (b) the actual cost paid by the Supplier. Provided, however, that in case the washery is operated by the Supplier, the cost of washing as certified by the Statutory Auditor of the Supplier shall be deemed to be the actual cost paid by the Supplier for the purposes of this Clause 22.2.6. For the avoidance of doubt, the Parties agree that the amount specified in Clause 22.2.1 is equivalent to or less than the aforesaid cost incurred by CIL. The Supplier represents and warrants that the aforesaid amount has been derived from the washing rate of Rs..... (Rupees)	<Omitted>

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		per tonne as on the Bid Date and the washing charge specified in Clause 22.2.1 shall be revised only in proportion to the increase in the average CIL cost of Rs. .... (Rupees ....) per tonne as compared to the rate specified hereinabove.	
42.	22.4.1	Prior to the Appointed Date, the Supplier shall have executed an agreement with a supplier of Fuel for supply of Fuel sufficient for generating electricity at no less than [55% (fifty five per cent)] of the Contracted Capacity during each month for a period of at least [20 (twenty) years] commencing from COD], substantially in accordance with the provisions of Clause 22.5 (the "**Fuel Supply Agreement**" or "**FSA**") or shall have executed all the agreements for the Coal Mine/Blocks under Applicable Laws]. Upon execution of the FSA between the Supplier and the supplier of Fuel, the same shall be assigned by the Supplier in favour of the Utility prior to the Appointed Date. [Provided, however, that the provisions of this Clause 22.4.1 shall not apply in respect of Fuel procured at the prevailing market prices in accordance with the provisions of this Agreement or the fuel sourced from Coal Mine/Blocks.] For the avoidance of doubt, the Parties agree that the rights of the Utility arising from such assignment shall be limited to procuring that the Allocated Coal is used only in accordance with the provisions of this Agreement and for no other purpose.	Prior to the Scheduled Completion Date, the Supplier shall have executed an agreement with a supplier of Fuel for supply of Fuel sufficient for generating electricity at no less than 100% (Hundred per cent) of the Contracted Capacity during each month for a period of at least 25 (twenty five) years commencing from Scheduled Completion Date, substantially in accordance with the provisions of Clause 22.5 (the "**Fuel Supply Agreement**" or "**FSA**")
43.	22.4.3	The Fuel procured under the FSA shall be utilised by the Supplier for production of electricity to be supplied to the Utility as part of the Contracted Capacity and only the surplus, if any, may be used for Open Capacity, subject to the provisions of Clause 22.6.	Subject to Applicable Law and including the provisions of the FSA, the Fuel procured under the FSA shall be utilised by the Supplier for production of electricity to be supplied to the Utility as part of the Contracted Capacity and only for the sale of the unutilized capacity to Buyers, if any. Such sale shall be further, subject to the provisions of Clause 22.6.
44.	22.5	The FSA executed in pursuance of Clause 22.4.1 shall, for and in respect of the supply of Allocated Coal for production of	The FSA executed in pursuance of Clause 22.4.1 shall, for and in respect of the supply of Allocated Coal for production of

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		electricity from the Contracted Capacity, include the following terms and conditions: (a) The minimum annual quantity of Fuel to be supplied under the FSA shall be sufficient for generating electricity for Despatch of at least [55% (fifty five per cent)] of the Contracted Capacity during each month (the "**MACQ**"); (b) the FSA shall specify the grade of Fuel comprising GCV and ash content, which shall not be changed materially without mutual consent of the Supplier and the supplier of Fuel; (c) the FSA shall specify the methodology for testing and weighment of Fuel prior to its delivery to the Supplier and shall provide for a dispute resolution mechanism in the event of disputes on any aspect of the FSA; (d) supply of MACQ under FSA shall commence at least 30 (thirty) days prior to COD; (e) in the event the supplier of Fuel proposes to blend imported Fuel with domestic Fuel, the provisions of Sub-clause (b) above shall apply;	electricity from the Contracted Capacity, include the following terms and conditions: (a) The minimum annual quantity of Fuel to be supplied under the FSA shall be sufficient for generating electricity for Despatch of at least 90% (ninety per cent) of the Contracted Capacity during each month (the "**MACQ**"); (b) the FSA shall specify the grade of Fuel comprising GCV and ash content, which shall not be changed materially without mutual consent of the Supplier and the supplier of Fuel; (c) the FSA shall specify the methodology for testing and weighment of Fuel prior to its delivery to the Supplier and shall provide for a dispute resolution mechanism in the event of disputes on any aspect of the FSA; (d) supply of MACQ under FSA shall commence at least 30 (thirty) days prior to synchronization of the first Unit of the Power Station.
45.	22.8.2.	In the event of any Fuel Shortage hereunder, the Fixed Charge payable for and in respect of any Non-Availability arising as a result thereof shall be equal to 70% (seventy per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2.	<Omitted>
46.	24.1.3	Scheduling and supply of electricity from Open Capacity may be undertaken by the Supplier in such manner as it may determine in conformity with the Grid Code.	<Omitted>

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
47.	24.2	24.2.1. All payments due to or from the Supplier on account of any unscheduled interchange in terms of the UI Regulations (the "**Unscheduled Interchange**" or "**UI**") shall be solely to the account of and borne by the Supplier, save and except as provided in Clauses 24.2.2 and 24.2.3. 24.2.2. Subject to the provisions of the Applicable Laws, the Utility shall have the first right to Despatch, in the form of UI, any surplus electricity generated from the entitlement of the Utility in the Contracted Capacity by utilising the Fuel procured under Clause 22.4, and 90% (ninety per cent) of the revenues accruing from such UI charges, after deducting an amount equal to the Tariff payable for such electricity, shall be paid by the Supplier to the credit of the Utility and the balance remaining may be appropriated by the Supplier.	24.2.1. All payments due to or from the Supplier on account of any deviation in terms of the DSM Regulations including any amendments thereof (the "**Deviation**") shall be solely to the account of and borne by the Supplier, save and except as provided in Clauses 24.2.2 and 24.2.3. 24.2.2. Subject to the provisions of the Applicable Laws/BERC Regulations, the Utility shall have the first right to Despatch, in the form of Deviation, any surplus electricity generated from the entitlement of the Utility in the Contracted Capacity by utilising the Fuel procured under Clause 22.4, and 90% (ninety per cent) of the revenues accruing from such charges for Deviation, after deducting an amount equal to the Tariff payable for such electricity, shall be paid by the Supplier to the credit of the Utility and the balance remaining may be appropriated by the Supplier.
48.	24.4	**Ramp up of Despatch** In the event the Utility Despatches less than 2% (two per cent) of its entitlement in the Contracted Capacity at any time and requires ramping up of generation thereafter, it shall allow a period of 8 (eight) hours to the Supplier for reaching Availability equal to such entitlement in the Contracted Capacity and shall make an additional payment on account of increase in SHR computed in accordance with the provisions of Schedule-C for and in respect of different levels of generation during the course of ramping up. For the avoidance of doubt, the Parties agree that in the event the Supplier fails to reach such Availability within 8 (eight) hours, the shortfall thereof shall be deemed to be Mis-declaration under the provisions of Clause 21.5.5. The Parties further agree that the liability of the Utility hereunder shall at all times be reckoned with reference to its entitlement in the	**Ramp up of Despatch** In the event the Utility Despatches less than 2% (two per cent) of its entitlement in the Contracted Capacity at any time and requires ramping up of generation thereafter, it shall allow a period of 12 (twelve) hours to the Supplier for reaching Availability equal to such entitlement in the Contracted Capacity and shall make an additional payment on account of increase in SHR computed in accordance with the provisions of Schedule-C for and in respect of different levels of generation during the course of ramping up. For the avoidance of doubt, the Parties agree that in the event the Supplier fails to reach such Availability within 12 (twelve) hours, the shortfall thereof shall be deemed to be Mis-declaration under the provisions of Clause 21.5.5. The Parties further agree that the liability of the Utility hereunder shall at all times be reckoned with reference to its entitlement in the Contracted Capacity.

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		Contracted Capacity.	Provided that notwithstanding anything to the contrary contained herein above, the operation of the Power Station shall be governed in accordance with relevant provisions of the Grid Code.
49.	28.7	**Allocation of costs arising out of Force Majeure** 28.7.1 Upon occurrence of a Force Majeure Event after the Appointed Date….. (a) ….. (b) upon occurrence of a Political Event …. …. For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, O&M Expenses and all other costs directly attributable to the Force Majeure Event, but shall not include loss of Tariff, revenues from sale of electricity to other Distribution Licensees and Buyers, or debt repayment obligations, and for determining such costs, information contained in the Financial Package may be relied upon to the extent that such information is relevant.	**Allocation of costs arising out of Force Majeure** 28.7.1 Upon occurrence of a Force Majeure Event after the Appointed Date….. (a) ….. (b) upon occurrence of a Political Event …. … For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, O&M Expenses and all other costs directly attributable to the Force Majeure Event, but shall not include loss of Tariff, revenues from sale of electricity to other Distribution Licensees and Buyers, or debt repayment obligations, and for determining such costs, information contained in the Financial Package may be relied upon to the extent that such information is relevant. If there is any Dispute with respect to the determination of the costs for a Force Majeure Event payable by the Utility to the Supplier, such Disputes shall be settled through the Dispute Settlement mechanism provided in this Agreement.
50.	29.1	**Compensation for default by the Supplier** In the event of the Supplier being in material breach or default of this Agreement, it shall, upon receipt of the demand supported by necessary particulars thereof, pay to the Utility by way of compensation, all direct costs suffered or incurred by the Utility as a consequence of such material breach or default; provided that no compensation shall be payable under this Clause 29.1 for any material breach or default in respect of which Damages are expressly specified and payable under this Agreement or for any consequential losses incurred by the Utility. For the avoidance of	**Compensation for default by the Supplier** In the event of the Supplier being in material breach or default of this Agreement at any time after the Appointed Date, it shall, upon receipt of the demand supported by necessary particulars thereof, pay to the Utility by way of compensation, all direct costs suffered or incurred by the Utility as a consequence of such material breach or default; provided that no compensation shall be payable under this Clause 29.1 for any material breach or default in respect of which Damages are expressly specified and payable under this Agreement or for any consequential losses incurred by the Utility.

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		doubt, the Parties agree that the compensation payable under this Article 29 shall be in addition to, and not in substitution for, or derogation of, Termination Payment, if any. The Parties further agree that the non-defaulting Party shall make all reasonable efforts to mitigate or limit the costs and damage arising as a result of breach of Agreement by the other Party.	For the avoidance of doubt, the Parties agree that the compensation payable under this Article 29 shall be in addition to, and not in substitution for, or derogation of, Termination Payment, if any. The Parties further agree that the non-defaulting Party shall make all reasonable efforts to mitigate or limit the costs and damage arising as a result of breach of Agreement by the other Party.
51.	31.1.1	(e) the Supplier has failed to make any payment to the Utility within the period specified in this Agreement;	(e) the Supplier fails to make any payment: (a) of an amount exceeding Rupees 1 (one) Crore required to be made to Utility under this Agreement, within 3 (three) Months after the Due Date of an invoice/ demand raised by the Utility on the Supplier; or (b) of an amount upto Rupees 1 (one) Crore required to be made to Utility under this Agreement within 6 (six) Months after the Due Date of an invoice/ demand within the period specified in this Agreement;
52.	32.2	Partial Divestment Notwithstanding anything to the contrary contained in this Agreement, in the event the Contracted Capacity of the Power Station is less than 70% (seventy per cent of the Installed Capacity on the date of Termination, the Divestment hereunder shall be restricted to the same proportion that the Contracted Capacity bears to the Installed Capacity, but shall in no case be less than the volume of Allocated Coal allocated or attributable to the Contracted Capacity or the Utility, as the case may be, save and except as provided in Clause 31.3.3.	<Omitted>
53.	Article 34	Change in Law	The Change in Law provisions are proposed to be governed in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021, as amended from time to time. A revised provision will be provided in the revised tender documents.

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
54.	36.3	Arbitration	<Omitted>
55.	38.4.3 (New Clause)	-	**Late Payment Surcharge** The Parties hereto agree that in case the payment of Monthly Invoice/ Supplementary Invoice is delayed beyond the Payment Due Date, the provisions of the Electricity (Late Payment Surcharge and Related Matters) Rules, 2022, as amended from time to time, shall be applicable.
56.	39.1 (Definitions)	"**Captive Mine**" means a mine owned or operated by the Supplier or an Associate and from where Fuel is extracted for use at the Power Station, and includes a mine which is owned by a third party that has entered into a long-term agreement with the Supplier for dedicated supply of Fuel for use at the Power Station for a period not less than the term of the PPA following COD or 10 (ten)49 years following COD, whichever is earlier. It is clarified that Captive Mine shall not include Coal Mine/Blocks "**Coal Mine/Blocks**" shall mean Coal Mine/Blocks allocated through auction by Governmental Instrumentality as per provisions of Applicable Laws; "**Committed Capacity**" shall have the meaning as set forth in Clause 18.3; "**Dedicated Transmission System**" shall have the meaning as set forth in Clause 11.2.1; "**Dedicated Transmission System**" shall have the meaning as set forth in Clause 11.2.1.	<Omitted>
57.	39.1 (Definitions)	"**Change in Law**" means the occurrence of any of the following after the Bid Date: (a) the enactment of any new Indian law; (b) the repeal, modification or re-enactment of any existing	"**Change in Law**" means the occurrence of any of the events as defined in the change in Law Rules, 2021 and subsequent amendments thereof, issued by Ministry of Power, from seven (7) days prior to the last date of Bid Submission;

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		Indian law; (c) the commencement of any Indian law which has not entered into effect until the Bid Date; (d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Date; or (e) any change in the rates of any of the Taxes that have a direct effect on the Project;	
58.	39.1 (Definitions)	"**Construction Works**" means all works, equipment and things necessary to complete the Power Station in accordance with this Agreement and includes the Dedicated Transmission System, Sub-stations, conductors and other equipment	"**Construction Works**" means all works, equipment and things necessary to complete the Power Station in accordance with this Agreement;
59.	39.1 (Definitions)	**"Delivery Point**" means any point in the intra-state Grid where the electricity supplied under this Agreement is received by the Utility	"**Delivery Point**" shall mean the switchyard bus bar (ex-bus) of the Power Station;
60.	39.1 (New Definition)	-	"**DSM Regulations**" means the CERC (Deviation Mechanism and related matters) Regulations 2024 / Bihar Electricity Regulatory Commission (Intra-State Availability Based Tariff and Deviation Settlement Mechanism) Regulations, 2020 (as applicable), along with its amendments or any substitute thereof;
61.	39.1 (Definitions)	"**Grid Code**" means the Indian Electricity Grid Code 2010 or any substitute thereof;	"**Grid Code**" means Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023 / the Bihar Electricity Grid Code, 2010 or any substitutes thereof;
62.	39.1 (New Definition)	-	"**Late Payment Surcharge**" shall have the meaning as set forth in Clause 38.4.3;

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
63.	39.1 (Definitions)	"**Linkage Coal**" shall mean the coal linkage provided by Coal India Limited or Singareni Collieries Company Limited at notified price for regulated sector of thermal power;]	"**Linkage Coal**" shall mean the coal linkage provided by Coal India Limited at notified price for regulated sector of thermal power
64.	39.1 (Definitions)	"**Line ROW**" shall have the meaning as set forth in Clause 10.1; "**Merchant Capacity**" shall have the meaning as set forth in Clause 18.7; "**Open Capacity**" shall have the meaning as set forth in clause 18.4.1;	<Omitted>
65.	39.1 (Definitions)	"**Point of Grid Connection**" means the point of interconnection at which the electricity generated by the Power Station is transferred to the Grid;	"**Point of Grid Connection**" means the point of interconnection at which the electricity generated by the Power Station is transferred to the Grid, which is the same as Delivery Point;
66.	39.1 (Definitions)	"**Power Station**" means the generating station as described in Schedules A and B or a Unit thereof, and shall include the Dedicated Transmission System, Project Assets, Project Facilities, [Coal Mine/Blocks, Captive Mines and the allocation of Allocated Coal which is linked to or attached with the Project] [and any port or berth thereof with all the equipment installed for import of Fuel for the Project]; "**Project**" means the construction, operation and maintenance of the Power Station in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;	"**Power Station**" or "**New Power Station**" or "**Project**" means the generating station at Village Pirpainti, Dist. Bhagalpur, Bihar as described in Schedules A and B or a Unit thereof, Project Assets including land, Project Facilities, and the allocation of Allocated Coal which is linked to or attached with the Project;
67.	39.1 (Definitions)	"**Project Assets**" means all physical and other assets relating to and forming part of the Project including: (a) rights over the Site in the form of licence, Line ROW or otherwise;	"**Project Assets**" means all physical and other assets relating to and forming part of the Project including: (a) rights over the Site in the form of licence, or otherwise;
68.	39.1 (Definitions)	"**Taxes**" means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess and any	"**Taxes**" means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, Goods and Services

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		impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Power Station charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;	Tax (GST), cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Power Station charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;
69.	Schedule – A	Site of the Power Station shall include the land, buildings, structures and Line ROW as described in Annex-I of this Schedule A	Site of the Power Station shall include the land, buildings, and structures as described in Annex-I of this Schedule A
70.	Annex - I (Schedule-A)	[**Note**: Through suitable drawings and description in words, the land, corridors for pipeline, roads, conveyor, ash ponds, dedicated transmission lines, housing colony for emergency staff, utilities and rail lines comprising the Site shall be specified briefly but precisely in this Annex-I. Part A of this Annex-I shall specify the Power Station and Part B shall specify the Line ROW. Part C hereof shall specify the Coal Mines/Blocks.] (1) Part A **Power Station** [**Note:** Through suitable drawings and description in words, the land, buildings and structures comprising the Power Station shall be described briefly but precisely.] (2) Part B **Line ROW** [**Note:** Through suitable description in drawings and words, the Line ROW for the Dedicated Transmission System shall be described briefly but precisely.]	[**Note**: Through suitable drawings and description in words, the land, corridors for pipeline, roads, conveyor, ash ponds, dedicated transmission lines, housing colony for emergency staff, utilities and rail lines comprising the Site shall be specified briefly but precisely in this Annex-I. Part A of this Annex-I - shall specify the Power Station. Part C hereof shall specify the Allocated Coal Linkage] **(1) Part A** **Power Station** [**Note:** Through suitable drawings and description in words, the land, buildings and structures comprising the Power Station shall be described briefly but precisely.] **(2) Part B <Omitted>** **(3) Part C** **Allocated Coal linkage** The coal will be provided under a coal linkage in terms of

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		(3) Part C **Coal Mines/ Blocks** [**Note:** Through suitable drawings and description in words, describe the site of Coal Mine/Blocks.]	SHAKTI B(iv).
71.	SCHEDULE – B	3 Dedicated Transmission System 3.1. Dedicated Transmission System shall include construction of the Dedicated Transmission System as described in Annex-II of this Schedule-B. 3.2. Dedicated Transmission System shall be completed by the Supplier in conformity with the Specifications and Standards set forth in Annex-II of Schedule-C	<Omitted>
72.	Annex-I of Schedule B	All Units of the Power Station shall be capable of increasing or decreasing their output (generation level) by not less than 3% (three per cent) per minute. Such capability shall at all times be demonstrated during the Unit load of 50% (fifty per cent) or more. Each Unit of the Power Station shall have the capacity to ramp up from a cold start and reach full capacity within a period of 8 (eight) hours from the time of each start.	The ramp rates of all Units of the Power Station shall be in compliance with capable of increasing or decreasing their output (generation level) by not less than 3% (three per cent) per minute. Such capability shall at all times be in compliance with the relevant provisions of the Central Electricity Authority (Flexible Operation of Coal based Thermal Power Generating Units) Regulations, 2023. Each Unit of the Power Station shall have the capacity to ramp up from a cold start and reach full capacity within a period of 12 (twelve) hours from the time of each start.
73.	Annex - II (Schedule-B)	Description of the Dedicated Transmission System **1.** Dedicated Transmission System 1.1 The Dedicated Transmission System shall have a capacity to transmit ___ MW. 1.2 The Dedicated Transmission System shall connect the Power Station to the Grid at the Point of Grid Connection located at _____ in district ___of the	Description of the Switchyard **1. Dedicated Transmission System** <Omitted> **2. Switchyard** (i) KV switchyard (a) Transformer Bays (No.) (b) Line Bays (No.)

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		State where the Power Station is situated. 1.3 The Dedicated Transmission System shall be constructed as briefly described below:£ 1. **Electrical System** (i) Generator Transformer No. MVA (ii) Interconnecting transformer No. MVA (iii) Station transformer No. MVA (iv) Unit/ Auxiliary Transformer No. MVA 2. **Switchyard** (i) KV switchyard (a) Transformer Bays (No.) (b) Line Bays (No.) (c) Bus Section + Bus coupler (No.) (d) ICT bay (No.) (e) Transfer bay + Switchable shunt reactor (No.) **2.** Specifications and Standards The Dedicated Transmission System shall be constructed in conformity with the Specifications and Standards specified in	(c) Bus Section + Bus coupler (No.) (d) ICT bay (No.) (e) Transfer bay + Switchable shunt reactor (No.)

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		Annex-II of Schedule-C.	
74.	SCHEDULE-C	Dedicated Transmission System The Supplier shall comply with the Specifications and Standards set forth in Annex-II of this Schedule-C for construction of the Dedicated Transmission System	<Omitted>
75.	Annex - I (Schedule-C)	The Power Station shall have the capacity to use the following mix of Fuel at the level of full Availability: (f) Upto .....% (.... per cent) of the Fuel having an ash content of....% per cent); and (g) upto .....% (..... per cent) of the Fuel having an ash content of ....% (percent).	<Omitted>
76.	Annex – I of Schedule-C	**1 Specifications and Standards** Subject to the provisions of Paragraph 2 of this Annex-I, the Power Station shall conform with the provisions of Central Electricity Authority Technical Standards for construction of Electrical Plants and Electrical Lines) Regulations 2010 which shall be deemed to be the Specifications and Standards (An authenticated copy of the same has been provided to the Supplier as part of the Bid documents.)	**1 Specifications and Standards** Subject to the provisions of Paragraph 2 of this Annex-I, the Power Station shall conform with the provisions of Central Electricity Authority Technical Standards for construction of Electrical Plants and Electrical Lines) Regulations 2010, as amended from time to time, and the Central Electricity Authority (Flexible Operation of Coal Based Thermal Power Generating Units) Regulations, 2023 as amended from time to time, which shall be deemed to be the Specifications and Standards
77.	SCHEDULE–F (See Clause 13.1.2)	4.1. The Utility's Engineer shall carry out, or cause to be carried out, the tests specified in the Manual on Commissioning Procedure for Transmission Lines (Central Board of Irrigation and Power, Publication no. 292). 4.2. Structural Test for transmission towers and Sub-station structures: All transmission towers and Sub-station structures shall be	<Omitted>

S. No.	Clause	Clause in the Model Bidding Documents	Amended Clause
		subjected to non- destructive testing of completed structures or part thereof, to be conducted or cause to be conducted by the Supplier in accordance with Good Industry Practice.	
78.	Schedule - N	**2 Invitation for empanelment** The Utility shall invite offers from all reputable firms of Chartered Accountants who have conducted statutory audit of the annual accounts of at least one hundred companies registered under the Companies Act, 1956/2013, including any re-enactment or amendment thereof, of which at least ten should have been public sector undertakings; and neither the firm nor any of its partners should have been disqualified or black-listed by the Comptroller and Auditor General of India or the Utility.	**2 Invitation for empanelment** The Utility shall invite offers from all reputable firms of Chartered Accountants who have conducted statutory audit of the annual accounts during last 5 years of at least twenty companies registered under the Companies Act, 1956/2013, including any re-enactment or amendment thereof, of which at least five should have been public sector undertakings; and neither the firm nor any of its partners should have been disqualified or black-listed by the Comptroller and Auditor General of India or the Utility.
79.	Schedule- P	The transfer of Contract hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Power Supply Agreement, be undertaken by transfer of no less than 75% (seventy five per cent) of the equity of the Supplier to the Nominated Company, and upon such transfer hereunder, the Supplier shall be deemed to be the Nominated Company under and in accordance with the provisions of this Agreement and the Power Supply Agreement.	The transfer of Contract hereunder to a Nominated Company (with prior approval of the Utility) may, notwithstanding anything to the contrary in this Agreement and the Power Supply Agreement, be undertaken by transfer of no less than 51% (fifty one per cent) of the equity of the Supplier to the Nominated Company, and upon such transfer hereunder, the Nominated Company shall be deemed to be the Supplier under and in accordance with the provisions of this Agreement and the Power Supply Agreement.