

**F.No.23/11/2004-R&R(Vol-IX)(Pt.-B)**

Government of India  
Ministry of Power

Shram Shakti Bhawan,  
Rafi Marg, New Delhi  
Dt.21/7/2010

**OFFICE MEMORANDUM**

**Subject** : Amendments to:

- (i) Guidelines for Determination of Tariff by Bidding Process for Procurement of Power by Distribution Licensees. (Updated on 27<sup>th</sup> March, 2009)
- (ii) Standard Bidding Documents: 'Case 1' – 2009 (RFP/PPA).

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Ministry of Power has modified the Guidelines for Determination of Tariff by Bidding Process for Procurement of Power by Distribution Licensees issued on 19.1.05 (updated on 27<sup>th</sup> March, 2009) & Standard Bidding Documents: 'Case 1' – 2009 (RFP/PPA).

2. I am directed to enclose herewith a soft copy of the amendments to the above mentioned Guidelines and the Standard Bidding Documents (RFP/PPA) as approved by Competent Authority on 21.7.2010.

3. Please arrange to upload both the amendments to Guidelines for Determination of Tariff by Bidding Process for Procurement of Power by Distribution Licensees. (Updated on 27<sup>th</sup> March, 2009) & Standard Bidding Documents: 'Case 1' – 2009 (RFP/PPA) on the website of the Ministry of Power.

4. The complete amended documents will be uploaded shortly.

5. This has the approval of the Competent Authority.

  
(Pranay Kumar)  
Director (R&R)

Telefax: 23715250

**Amendments in Case I SBD - Amendments Required in Competitive Bidding Guidelines**

Sr.No	Existing Provision	Revised Provision
1.	<p><b>Para 3.2 (II)</b> In Case-1 procurement, to ensure serious participation in the bid process and timely completion of commencement of supply of power, the bidder, in case the supply is proposed from a station to be set-up, should be required to submit along with its bid, documents in support of having <b>initiated</b> specific actions for project preparatory activities in respect of matters mentioned in (i) to (v) below.</p>	<p><b>Para 3.2 (II)</b> In Case-1 procurement, to ensure serious participation in the bid process and timely completion of commencement of supply of power, the bidder, in case the supply is proposed from a station to be set-up, should be required to submit along with its bid, documents in support of having <b>undertaken</b> specific actions for project preparatory activities in respect of matters mentioned in (i) to (v) below.</p>
2.	<p><b>Para 3.2 (II)</b>            i) Site identification and land acquisition: Requirement of land would be considered as indicated in the proposal filed with the competent authority for seeking environmental clearance. <b>The Bidder should have acquired and taken possession of at least 50% of the area of the land.</b> In case of land to be acquired under the Land Acquisition Act 1894, the Bidder shall submit copy of notification issued for such land under Section 4 of the Land Acquisition Act 1894. In all other cases, the Bidder shall furnish documentary evidence in the form of certificate by concerned and competent revenue / registration authority for the acquisition / ownership / vesting of the land. These evidences shall be supported by a sworn affidavit from the developer listing the total land acquired for the power station.</p>	<p><b>Para 3.2 (II)</b>            i) Site identification and land acquisition: Requirement of land would be considered as indicated in the proposal filed with the competent authority for seeking environmental clearance.            (I) To the extent land to be acquired under the Land Acquisition Act, 1894, the Bidder shall submit copy of notification issued for such land under Section 4 of the Land Acquisition Act, 1894.            (II) For the part of land excluding that to be acquired under Land Acquisition Act 1894, the Bidder shall furnish documentary evidence in the form of certificate by concerned and competent revenue/ registration authority for the allotment/ lease (lease period more than the life of power plant)/ ownership/ vesting of at least <b>one-third</b> of the area of such land. These evidences shall be supported by a sworn affidavit from the developer listing the total land allotted/ in possession/ lease acquired for the power station.  <b>The affidavit shall certify that the documentary evidence provided by the Bidder in relation to land</b></p>

	<p>3. <b>Para 3.2 (II)</b>  <b>iv) Fuel Arrangements:</b> Fuel arrangements shall have to be made for the quantity of fuel required to generate power from the power station for the total installed capacity of for the term of the PPA.</p> <ul style="list-style-type: none"> <li>➤ In case of domestic coal, the Bidder shall have made firm arrangements for fuel tie up either by way of mine allocation or fuel linkage</li> <li>➤ In case of imported coal, the Bidder shall have either acquired mines having proven reserves for at least 50% of the quantity of coal required OR shall have a fuel supply agreement for at least 50% of the quantity of coal required for a term of atleast five (5) years or the term of the PPA, which ever is less</li> <li>➤ In case of domestic gas, the Bidder shall have made firm arrangements for fuel tie up by way of long term fuel supply agreement</li> <li>➤ In case of RLNG, the Bidder shall have made firm arrangements for fuel tie up by way of fuel supply agreement for at least 50% of the quantity of fuel required for a term of atleast five (5) years or the term of the PPA, which ever is less.</li> </ul>	<p><b>is true and correct.</b></p> <p><b>Para 3.2 (II)</b>  <b>iv) a) Fuel Arrangements:</b> in the following cases Fuel arrangements shall have to be made for the quantity of fuel required to generate power from <b>the phase of the power station from which the power is proposed to be supplied, at Normative Availability for the term of the PPA.</b></p> <ul style="list-style-type: none"> <li>➤ In case of domestic coal, the Bidder shall have made firm arrangements for fuel tie up either by way of <b>coal block</b> allocation or fuel linkage</li> <li>➤ In case of domestic gas, the Bidder shall have made firm arrangements for fuel tie up by way of long term fuel supply agreement for the term &amp; quantity as per Government of India gas allocation policy</li> </ul> <p><b>b) Fuel arrangements in the following cases shall have to be made for the quantity of fuel required to generate power from the power station for the total installed capacity.</b></p> <ul style="list-style-type: none"> <li>➤ In case of imported coal, the Bidder shall have either acquired mines having proven reserves for at least 50% of the quantity of coal required OR shall have a fuel supply agreement for at least 50% of the quantity of coal required for a term of atleast five (5) years or the term of the PPA, which ever is less</li> <li>➤ In case of RLNG, the Bidder shall have made firm arrangements for fuel tie up by way of fuel supply agreement for at least 50% of the quantity of fuel required for a term of at least five (5) years or the term of the PPA, which ever is less.</li> </ul> <p>Blending of Imported and Domestic coal may be used in which case, criteria for imported and domestic coal shall be met separately in the ratio of blending</p>
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4.	<p><b>Para 3.2 (II)</b>  <b>ii) Water linkage:</b> The Bidder shall have <b>acquired approval</b> from the concerned state irrigation department or any other relevant authority for the quantity of water required for the power station.</p>	<p><b>Para 3.2 (II)</b>  <b>ii) Water linkage:</b> The Bidder shall have <b>obtained in-principle</b> approval from the concerned state irrigation department or any other relevant authority for the quantity of water required for the power station.</p>
5.	<p><b>Para 4.3 (third para)</b>  Provided further that the foreign exchange rate variation would be permitted in the payment of energy charges [stipulated in para 4.11 (iii)] if the bidder chooses to supply power using imported coal or imported gas (RLNG) for long term procurement under Case-1.</p>	<p><b>Para 4.3 (third para)</b>  Provided further that the foreign exchange rate variation would be permitted in the payment of energy charges [stipulated in para 4.11 (iii)] if the bidder chooses to supply power using <b>domestic gas or RLNG</b> or both or imported coal for long term procurement under Case-1.</p>
6.	<p><b>Para 4.11</b>  <b>Add after Sr. No. (iv)</b></p> <p>Each of these components in <b>(iii) and (iv)</b> above may have separate non-escalable (fixed) and escalable (indexed) sub-components. The escalation indices for escalable sub-components of these components would be as notified by the CERC under para 5.6(vi).</p>	<p><b>Para 4.11 (v)</b>  In cases where the bidder chooses to supply power from a power station using blended coal under Case I, the bids may be invited for base energy charge for the first year to be escalated as per the indices identified in the RFP, Such energy charges would have the following sub components</p> <ul style="list-style-type: none"> <li>a) Domestic fuel component in Indian Rupees/Unit</li> <li>b) Inland transportation component in Indian Rupees/Unit</li> <li>c) Imported fuel component in USD/Unit</li> <li>d) Transportation fuel component in USD/Unit</li> <li>e) Inland fuel handling component in Indian Rupees/Unit</li> </ul> <p>Each of these components in <b>(iii), (iv) and (v)</b> above may have separate non-escalable (fixed) and escalable (indexed) sub-components. The escalation indices for</p>

		escalable sub-components of these components would be as notified by the CERC under para 5.6(vi).
7.	<p><b>Para 5.6 (iv) (second para)</b>  For the purpose of bid evaluation in cases other than where a captive fuel source is offered, escalation rate, as notified by the CERC from time to time on the basis of historical data, of the relevant fuel index (as identified in the RFP) in the international market or domestic market as the case may be, shall be used for escalating the energy charge (or the derived energy charge in cases referred to in clause 4.2) quoted by the bidders. The provisions of clause <b>4.11(iii) and (iv)</b> would also apply to evaluation of bids in cases where the procurer mandates use of imported fuel for coastal power stations</p>	<p><b>Para 5.6 (iv) (second para)</b>  For the purpose of bid evaluation in cases other than where a captive fuel source is offered, escalation rate, as notified by the CERC from time to time on the basis of historical data, of the relevant fuel index (as identified in the RFP) in the international market or domestic market as the case may be, shall be used for escalating the energy charge (or the derived energy charge in cases referred to in clause 4.2) quoted by the bidders. The provisions of clause <b>4.11(iii), (iv) and (v)</b> would also apply to evaluation of bids in cases where the procurer mandates use of imported fuel for coastal power stations</p>
8.	Annexure I: Time Table for two stage bid process	Annexure I: Time Table for two stage bid process <b>for Case-2</b>
9.	<p><b>Annexure II</b> Time Table for single stage bid process</p> <p><b>Sr. No. 3</b></p> <p>- Land: Should have acquired and taken possession of at least 50% of area of land. Section 4 notification shall be submitted in case land is acquired under the Land Acquisition Act, 1894.</p> <p>- Environmental clearance: Requisite proposal for the environmental clearance to the concerned authority</p>	<p><b>Annexure II</b> Time Table for single stage bid process <b>for Case -I</b></p> <p><b>Sr. No. 3</b></p> <p>- Land: <b>For land to be acquired under Land Acquisition Act 1894, notification under Section 4 should have been issued. Out of the remaining land, one-third of the land should be under allotment/lease (lease period more than life of power plant)/ownership of the bidder.</b></p> <p>- Environmental clearance: Requisite proposal for the environmental clearance to the concerned authority should have been submitted</p>

<p>should have been submitted</p> <ul style="list-style-type: none"><li>- Forest Clearance(if required): Requisite proposal for the environmental clearance to the concerned authority should have been submitted.</li><li>- Fuel Arrangement: Fuel arrangements by way of mine allocation/fuel linkage/fuel supply agreements should be available</li><li>- Water linkage: Approval from the concerned state irrigation department or any other relevant authority should be available.</li></ul>	<ul style="list-style-type: none"><li>- Forest Clearance (if required): Requisite proposal for the environmental clearance to the concerned authority should have been submitted.</li><li>- Fuel Arrangement: Fuel arrangements by way of mine allocation/fuel linkage/fuel supply agreements should be available</li><li>- Water linkage: <b>In-principle</b> Approval from the concerned state irrigation department or any other relevant authority should be available.</li></ul>
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**Clause by Clause Amendments in RfP & PPA of SBD for 'Case 1'**

S. No	Existing Provision	Revised Provision
<b>Request for Proposal (RFP)</b>		
1.	<p><b>Clause 2.1.2.2</b></p> <p>(a) <b>Land:</b></p> <p>Requirement of land would be considered as indicated in the proposal filed with the competent authority for seeking environmental clearance. The Bidder should have <b>acquired and have taken possession</b> of at least <b>50%</b> of the area of the land as mentioned above.</p> <p>In case of land to be acquired under the Land Acquisition Act, 1894, the Bidder shall submit copy of notification issued for such land under Section 4 of the Land Acquisition Act, 1894.</p> <p>In all other cases, the Bidder shall furnish documentary evidence in the form of certificate by concerned and competent revenue/ registration authority for the acquisition/ownership/ vesting of the land.</p> <p>These evidences shall be supported by a sworn affidavit from the developer listing the total land acquired for the power station. The affidavit shall certify that</p> <p>i) the Bidder is the true and legal owner of the land and;</p> <p>ii) there are no pending claim(s)/ litigation of any nature against/involving the Bidder vis-à-vis land and;</p>	<p><b>Clause 2.1.2.2</b></p> <p>(a) <b>Land:</b></p> <p>Requirement of land would be considered as indicated in the proposal filed with the competent authority for seeking environmental clearance.</p> <p>(I) To the extent land is to be acquired under the Land Acquisition Act, 1894, the Bidder shall submit copy of notification issued for such land under Section 4 of the Land Acquisition Act, 1894.</p> <p>(II) For the part of land excluding that to be acquired under Land Acquisition Act 1894, the Bidder shall furnish documentary evidence for land in the form of certificate by concerned and competent revenue/ registration authority for the <b>allotment/ lease (lease period to be more than the life of power plant)/ ownership/ vesting of at least one-third</b> of the area of such land. (For the sake of clarity an illustration for meeting this requirement is attached at Format 5.13) These evidences shall be supported by a duly notarized sworn affidavit from the developer listing the total land <b>allotted/ under ownership/ lease/vested/</b> acquired for the power station.</p>

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	<p>iii) the documentary evidence provided at the bidding stage by the Bidder in relation to land is true and correct and;</p> <p>iv) the Bidder has absolute rights and authority to establish and run power plant on the land</p> <p><b>Clause 2.1.2.2 (b) Fuel:</b></p> <p>i. <b>In case of domestic coal</b>, the Bidder shall have made firm arrangements for fuel tie up either by way of mine allocation or fuel linkage. Such arrangement shall be for the quantity of fuel <b>required to generate power from the power station</b> at Normative Availability for the total installed capacity for the term of the PPA.</p> <p>iii. <b>In case of domestic gas</b>, the Bidder shall have made firm arrangements for fuel tie up by way of long term fuel supply agreement for the quantity of fuel required to generate power from the generation source for the total installed capacity for the term of the PPA.</p>	<p>The affidavit shall certify that the documentary evidence provided by the Bidder in relation to land is true and correct copy of the originals.</p> <p><b>Clause 2.1.2.2 (b) Fuel:</b></p> <p>i. <b>In case of domestic coal</b>, the Bidder shall have made firm arrangements for fuel tie up either by way of mine allocation or fuel linkage. Such arrangement shall be for the quantity of fuel, <b>required upto the phase of the power station from which the power is proposed to be supplied</b>, at Normative Availability for the term of the PPA.</p> <p><b>In case the Bidder proposes use of blended coal, the Bidder shall be required to meet the criteria separately for domestic &amp; imported coal as provided in the Qualifying Requirements in the ratio of the blending proposed.</b></p> <p>iii. <b>In case of domestic gas</b>, the Bidder shall have made firm arrangements for fuel tie up by way of fuel supply agreement <b>for the period &amp; quantity as per Government of India Guidelines for gas allocation</b>, required upto the phase of power station from which the power is proposed to be supplied.</p>
2.	<b>Clause 2.1.2.2 (c) Water:</b>	<b>Clause 2.1.2.2 (c) Water:</b>



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	The Bidder shall have <b>acquired</b> approval from the concerned state irrigation department or any other relevant authority for the quantity of water required for the power station.	The Bidder shall have <b>obtained in-principle</b> approval from the concerned state irrigation department or any other relevant authority, as may be applicable, for the quantity of water required for the power station.
3.	<p><b>Clause 2.1.8</b></p> <p>If at any stage of the bidding process, any order / ruling is found to have been passed in the last <b>five (5)</b> years preceding the Bid Deadline by an Appropriate Commission or a competent court against any Bidder or its Affiliates for its material breach of any contract for supply of power having duration of contract in excess of one (1) year to any licensee in India, Bids from such Bidders shall be liable to be rejected. All Bidders shall confirm in accordance with Format 4.1 that no such order / ruling has been passed by an Appropriate Commission or a competent court against it or its Affiliates. Each Bidder shall also confirm that the bid security submitted by the Bidder or its Affiliates has not been forfeited either partly or wholly in any bid process under Case-1 or case -2 bidding procedure in the last <b>five (5)</b> years preceding the Bid Deadline.</p>	<p><b>Clause 2.1.8</b></p> <p><b>(a)</b> If at any stage of the bidding process, any order / ruling is found to have been passed in the <b>last one (1) year</b> preceding the Bid Deadline by an Appropriate Commission or a Competent Court of Law against any Bidder or its Affiliates for its material breach of any contract for supply of power having duration of contract in excess of one (1) year to any licensee in India, Bids from such Bidders shall be liable to be rejected. All Bidders shall confirm in accordance with Format 4.1 that no such order(s) / ruling(s) have been passed by an Appropriate Commission or a Competent Court of Law against it or its Affiliates.</p> <p><b>(b)</b> If the bid security submitted by the Bidder or its Affiliates has been forfeited either partly or wholly in any bid process under Case-1 or Case -2 bidding procedure in the <b>last one (1) year</b> preceding the Bid Deadline, the Bids of such Bidders shall be liable for rejection. The Bidder shall confirm in accordance with Format 4.1 that the bid security submitted by the Bidder or its Affiliates has not been forfeited.</p> <p><b>Provided that this clause of disqualification shall be applicable with regard to Bids submitted after the</b></p>

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		<p>issuance of Standard Bid Document - Case 1 on 27.03.2009.</p> <p>Provided further that after Bid Deadline, if any such ruling is passed against any Bidder or its Affiliates for its material breach of any contract for supply of power having duration of contract in excess of one (1) year to any licensee in India or bid security mentioned at 2.1.8 (b) above is forfeited, at any time prior to issuance of Lol, the Bid of such Bidder shall be liable to be rejected and the consequences of clause 2.5 (b) shall apply.</p> <p>It shall be the responsibility of the Bidder to inform the Procurers/ Authorised Representative regarding the passing of such order or forfeiture of bid security, failing which consequences of clause 2.5 (a) shall apply.</p>
4.	<b>Clause 2.4.1.1 (A)</b>	<p><b>Clause 2.4.1.1 (A) xiv</b></p> <p>In case Bidder is offering capacity from more than one generation source, following formats shall be submitted separately for each generation source and placed in Envelope I.</p> <ul style="list-style-type: none"> <li>i) Format 4.6 B -Format of Qualification Requirement (As per clause 2.1.2.2)</li> <li>ii) Board Resolution as per format 4.8</li> <li>iii) Bid Bond as per Format 4.9</li> <li>iv) Details of the generation source and the primary fuel as per Format 4.13</li> </ul>

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5.	<p><b>Clause 2.4.1.1 (B)</b></p> <p>ii) More than one <b>Financial</b> Bid can be submitted by the Bidder for supply of power provided that not more than one <b>Financial</b> Bid from a Bidder is from the same generation source and each <b>Financial</b> Bid is separately submitted in accordance with this Clause 2.4.1.1(<b>B</b>). For these purposes, more than one unit at the same plant location but using different fuel/different fuel source shall be considered as the same generation source.</p>	<p><b>Clause 2.4.1.1 (B)</b></p> <p>ii) More than one Bid can be submitted by the Bidder for supply of power provided that not more than one Bid from a Bidder is from the same generation source and each Bid is separately submitted in accordance with this Clause 2.4.1.1. For these purposes, more than one unit at the same plant location but using different fuel/different fuel source shall be considered as the same generation source.</p>												
6.	<p><b>Clause 2.4.1.1 (B) ix</b></p> <table border="1" data-bbox="262 781 1127 1081"> <thead> <tr> <th data-bbox="262 781 1127 818"><i>Scenario 5</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="262 818 1127 855"><b>Power generation source with domestic (pipeline) gas</b></td> </tr> <tr> <td data-bbox="262 855 1127 893">Quoted Escalable Energy Charge (in Rs./kWh)</td> </tr> <tr> <td data-bbox="262 893 1127 930">Quoted Non-Escalable Energy Charge (in Rs./kWh)</td> </tr> <tr> <td data-bbox="262 930 1127 1005">Quoted Escalable Inland Transportation Charge (in Rs./kWh)</td> </tr> <tr> <td data-bbox="262 1005 1127 1081">Quoted Non Escalable Inland Transportation Charge (in Rs./kWh)</td> </tr> </tbody> </table>	<i>Scenario 5</i>	<b>Power generation source with domestic (pipeline) gas</b>	Quoted Escalable Energy Charge (in Rs./kWh)	Quoted Non-Escalable Energy Charge (in Rs./kWh)	Quoted Escalable Inland Transportation Charge (in Rs./kWh)	Quoted Non Escalable Inland Transportation Charge (in Rs./kWh)	<p><b>Clause 2.4.1.1 (B) ix</b></p> <table border="1" data-bbox="1157 781 1955 1118"> <thead> <tr> <th data-bbox="1157 781 1955 818"><i>Scenario 5</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="1157 818 1955 893"><b>Power generation source with domestic (pipeline) gas</b></td> </tr> <tr> <td data-bbox="1157 893 1955 930">Quoted Escalable Energy Charge (in <b>USD</b>/kWh)</td> </tr> <tr> <td data-bbox="1157 930 1955 967">Quoted Non-Escalable Energy Charge (in <b>USD</b>/kWh)</td> </tr> <tr> <td data-bbox="1157 967 1955 1042">Quoted Escalable Inland Transportation Charge (in Rs./kWh)</td> </tr> <tr> <td data-bbox="1157 1042 1955 1118">Quoted Non Escalable Inland Transportation Charge (in Rs./kWh)</td> </tr> </tbody> </table>	<i>Scenario 5</i>	<b>Power generation source with domestic (pipeline) gas</b>	Quoted Escalable Energy Charge (in <b>USD</b> /kWh)	Quoted Non-Escalable Energy Charge (in <b>USD</b> /kWh)	Quoted Escalable Inland Transportation Charge (in Rs./kWh)	Quoted Non Escalable Inland Transportation Charge (in Rs./kWh)
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7.	<p><b>Clause 2.4.1.1 (B) ix</b></p>	<p><b>Clause 2.4.1.1 (B) ix</b> <b>[Scenario 7 for Blended Coal to be added]</b></p> <table border="1" data-bbox="1157 1268 1955 1416"> <thead> <tr> <th data-bbox="1157 1268 1955 1305"><i>Scenario 7</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="1157 1305 1955 1343"><b>Power Generation source with Blended Coal</b></td> </tr> <tr> <td data-bbox="1157 1343 1955 1380"><b>For domestic coal component:</b></td> </tr> <tr> <td data-bbox="1157 1380 1955 1416">Quoted Escalable Energy Charges (in Rs./kWh) –</td> </tr> </tbody> </table>	<i>Scenario 7</i>	<b>Power Generation source with Blended Coal</b>	<b>For domestic coal component:</b>	Quoted Escalable Energy Charges (in Rs./kWh) –								
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	<p>* below the table in case of medium term procurement, the Quoted Escalable and Non Escalable components of Energy Charges and Overseas Transportation Charges in Scenarios 3 and 4 shall be quoted and paid in Rs./ kWh only. Foreign exchange risk shall be borne by the Seller.</p>	<table border="1" data-bbox="1157 269 1963 1049"> <tr><td>Quoted Non-Escalable Energy Charge(in Rs./kWh)</td></tr> <tr><td>Quoted Escalable Inland Transportation Charge (in Rs./kWh)</td></tr> <tr><td>Quoted Non Escalable Inland Transportation Charge (in Rs./kWh)</td></tr> <tr><td><b>For imported coal component:</b></td></tr> <tr><td>Quoted Escalable Energy Charges (in USD./kWh) –</td></tr> <tr><td>Quoted Non-Escalable Energy Charge (in USD/kWh) *</td></tr> <tr><td>Quoted Escalable Overseas Transportation Charge (in USD/kWh)*</td></tr> <tr><td>Quoted Escalable Inland Transportation Charge (in Rs./kWh)</td></tr> <tr><td>Quoted Non Escalable Overseas Transportation Charge (in USD/kWh)*</td></tr> <tr><td>Quoted Non Escalable Inland Transportation Charge (in Rs./kWh)</td></tr> <tr><td>Quoted Escalable Fuel Handling Charge (in Rs./kWh)</td></tr> <tr><td>Quoted Non-Escalable Fuel Handling Energy Charge (in Rs./kWh)</td></tr> </table> <p>* below the table in case of medium term procurement, the Quoted Escalable and Non Escalable components of Energy Charges and Overseas Transportation Charges in Scenarios 3, 4, 5 and 7 shall be quoted and paid in Rs./ kWh only. Foreign exchange risk shall be borne by the Seller.</p>	Quoted Non-Escalable Energy Charge(in Rs./kWh)	Quoted Escalable Inland Transportation Charge (in Rs./kWh)	Quoted Non Escalable Inland Transportation Charge (in Rs./kWh)	<b>For imported coal component:</b>	Quoted Escalable Energy Charges (in USD./kWh) –	Quoted Non-Escalable Energy Charge (in USD/kWh) *	Quoted Escalable Overseas Transportation Charge (in USD/kWh)*	Quoted Escalable Inland Transportation Charge (in Rs./kWh)	Quoted Non Escalable Overseas Transportation Charge (in USD/kWh)*	Quoted Non Escalable Inland Transportation Charge (in Rs./kWh)	Quoted Escalable Fuel Handling Charge (in Rs./kWh)	Quoted Non-Escalable Fuel Handling Energy Charge (in Rs./kWh)
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8.	<b>Clause 2.10.1</b>	<b>Clause 2.10.1 Add in the end</b>												

S. No	Existing Provision	Revised Provision
		In case the Bidder is offering capacity from more than one generation source, the Financial Bid from different sources should be sealed in separated envelopes and these envelopes shall be placed in Envelope II.
9.	<p><b>Clause 2.12.1</b> Each Bidder shall submit the Bid accompanied by Bid Bond, as per Format 4.9 issued by any of the Banks listed in Format 5.8. In the case of a Consortium, the Lead Member shall furnish the Bid Bond as stipulated in the RFP, on behalf of the Consortium Members as per the Consortium Agreement. The Bid Bond shall be valid for a period of thirty (30) days beyond the validity of the Bid.</p>	<p><b>Clause 2.12.1</b> Each Bidder shall submit the Bid accompanied by Bid Bond, as per Format 4.9 issued by any of the Banks listed in Format 5.8. In the case of a Consortium, the Lead Member shall furnish the Bid Bond as stipulated in the RFP, on behalf of the Consortium Members as per the Consortium Agreement. <b>In case the Bidder is offering capacity from more than one generation source, the Bid Bond shall be submitted separately for each capacity.</b> The Bid Bond shall be valid for a period of thirty (30) days beyond the validity of the Bid.</p>
10.	<p><b>Clause 3.2 5<sup>th</sup> bullet</b> A Bidder submitting more than one Bid or participating in more than one Bid as a Member of Bidding Consortium</p>	<p><b>Clause 3.2 5<sup>th</sup> bullet</b> A Bidder submitting more than one Bid from the same generation source or participating in more than one Bid as a Member of Bidding Consortium.</p>
11.	<p><b>4.1 Format of Covering Letter</b> <b>2. Bid Bond</b> We have enclosed a Bid Bond of Rs. .... (Insert Amount), in the form of bank guarantee no.....(Insert number of the bank guarantee) dated ..... [Insert date of bank guarantee] as per Format 4.9 from ..... (Insert name of bank providing Bid Bond) and valid up to.....in terms of Clause 2.12 of this RFP. The offered quantum of power by us is ..... MW (Insert total capacity offered)</p>	<p><b>4.1 Format of Covering Letter</b> <b>2. Bid Bond</b> We have enclosed a Bid Bond of Rs. .... (Insert Amount), in the form of bank guarantee no.....(Insert number of the bank guarantee) dated ..... [Insert date of bank guarantee] as per Format 4.9 from ..... (Insert name of bank providing Bid Bond) and valid up to.....in terms of Clause 2.12 of this RFP. The offered quantum of power by us is .....</p>

S. No	Existing Provision	Revised Provision																
	<p>12. We confirm that no order / ruling has been passed by an Appropriate Commission or a competent court against us or any of our Affiliates in the preceding five (5) years from the Bid Deadline for breach of any contract for supply of power having duration of contract in excess of one (1) year and that the bid security submitted by the us or any of our Affiliates has not been forfeited, either partly or wholly, in any bid process under Case-1 or case -2 bidding procedure for procurement of power, in the preceding five (5) years from the Bid Deadline to any licensee in India as per the provisions of Clause 2.1.8</p>	<p>MW (Insert total capacity offered)</p> <p><b>(Details of Bid bond to be given separately in case the Bidder is offering capacity from more than one generation source)</b></p> <p>12. We confirm that no order / ruling has been passed by an Appropriate Commission or a competent court against us or any of our Affiliates in the preceding <b>one (1)</b> year from the Bid Deadline for breach of any contract for supply of power having duration of contract in excess of one (1) year and that the bid security submitted by the us or any of our Affiliates has not been forfeited, either partly or wholly, in any bid process under Case-1 or case -2 bidding procedure for procurement of power, in the preceding <b>one (1)</b> year from the Bid Deadline to any licensee in India as per the provisions of Clause 2.1.8.</p>																
12.	<p><b>4.3 Format for the Consortium Agreement</b></p> <p>4. The percentage of equity holding of each Member of the Consortium in the Project Company shall be/is as follows:</p> <table border="1" data-bbox="315 1026 1079 1370"> <thead> <tr> <th data-bbox="315 1026 651 1170">Name</th> <th data-bbox="651 1026 1079 1170">Percentage of equity holding in the Project Company</th> </tr> </thead> <tbody> <tr> <td data-bbox="315 1170 651 1239"><b>Party 1</b></td> <td data-bbox="651 1170 1079 1239">....</td> </tr> <tr> <td data-bbox="315 1239 651 1307">....</td> <td data-bbox="651 1239 1079 1307">....</td> </tr> <tr> <td data-bbox="315 1307 651 1370"><b>Party n</b></td> <td data-bbox="651 1307 1079 1370">....</td> </tr> </tbody> </table>	Name	Percentage of equity holding in the Project Company	<b>Party 1</b>	....	....	....	<b>Party n</b>	....	<p><b>4.3 Format for the Consortium Agreement</b></p> <p>4. The percentage of equity holding of each Member of the Consortium in the Project Company shall be/is as follows:</p> <table border="1" data-bbox="1180 1040 1944 1385"> <thead> <tr> <th data-bbox="1180 1040 1516 1185">Name</th> <th data-bbox="1516 1040 1944 1185">Percentage of equity holding in the Project Company</th> </tr> </thead> <tbody> <tr> <td data-bbox="1180 1185 1516 1253"><b>Party 1</b></td> <td data-bbox="1516 1185 1944 1253">....</td> </tr> <tr> <td data-bbox="1180 1253 1516 1321">....</td> <td data-bbox="1516 1253 1944 1321">....</td> </tr> <tr> <td data-bbox="1180 1321 1516 1385"><b>Party n</b></td> <td data-bbox="1516 1321 1944 1385">....</td> </tr> </tbody> </table>	Name	Percentage of equity holding in the Project Company	<b>Party 1</b>	....	....	....	<b>Party n</b>	....
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S. No	Existing Provision	Revised Provision																				
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13.	<p data-bbox="260 748 758 781"><b>4.6 A: Format For QR First Para</b></p> <p data-bbox="260 854 1134 1057">We submit our Bid / Bids for the total capacity of ..... MW [Insert total offered capacity in MW; for multiple Financial Bids, mention sum total of offered capacity across all Financial Bids] for which we submit details of our Qualification Requirements.</p> <table border="1" data-bbox="260 1089 1119 1369"> <thead> <tr> <th data-bbox="260 1089 777 1146">Financial Bid</th> <th data-bbox="777 1089 1119 1146">Offered Capacity in MW</th> </tr> </thead> <tbody> <tr> <td data-bbox="260 1146 777 1203">1</td> <td data-bbox="777 1146 1119 1203">..... MW</td> </tr> <tr> <td data-bbox="260 1203 777 1260">2</td> <td data-bbox="777 1203 1119 1260">.....MW</td> </tr> <tr> <td data-bbox="260 1260 777 1317">...</td> <td data-bbox="777 1260 1119 1317"></td> </tr> <tr> <td data-bbox="260 1317 777 1369">Total of all Financial Bids</td> <td data-bbox="777 1317 1119 1369">.....MW</td> </tr> </tbody> </table>	Financial Bid	Offered Capacity in MW	1	..... MW	2	.....MW	...		Total of all Financial Bids	.....MW	<p data-bbox="1157 748 1654 781"><b>4.6 A: Format For QR First Para</b></p> <p data-bbox="1157 818 1971 1021">We submit our Bid / Bids for the total capacity of ..... MW [Insert total offered capacity in MW; for Bids from multiple generation source, mention sum total of offered capacity across all offers] for which we submit details of our Qualification Requirements.</p> <table border="1" data-bbox="1268 1053 1955 1406"> <thead> <tr> <th data-bbox="1268 1053 1633 1146">Generation Source</th> <th data-bbox="1633 1053 1955 1146">Offered Capacity in MW</th> </tr> </thead> <tbody> <tr> <td data-bbox="1268 1146 1633 1203">1</td> <td data-bbox="1633 1146 1955 1203">..... MW</td> </tr> <tr> <td data-bbox="1268 1203 1633 1260">2</td> <td data-bbox="1633 1203 1955 1260">.....MW</td> </tr> <tr> <td data-bbox="1268 1260 1633 1317">...</td> <td data-bbox="1633 1260 1955 1317"></td> </tr> <tr> <td data-bbox="1268 1317 1633 1406">Total of all Generation Sources</td> <td data-bbox="1633 1317 1955 1406">.....MW</td> </tr> </tbody> </table>	Generation Source	Offered Capacity in MW	1	..... MW	2	.....MW	...		Total of all Generation Sources	.....MW
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S. No	Existing Provision	Revised Provision
	<p># In case of more than one Financial Bid submitted by the Bidder, the Networth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder in its Financial Bids.</p>	<p># <b>In case a Bidder offers capacity from more than one generation source, the Networth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder.</b></p>
14.	<p><b>4.6 A: Format For QR Third Para</b>            [Note: Applicable in case of Bidding Consortium]</p> <p>We certify that the Financially Evaluated Entity (ies) had a Networth of Rs. .... Crore or equivalent USD* computed as per instructions provided in Clause 2.1.2 of the RFP and based on unconsolidated audited annual accounts (refer Note-2 below) of any of the last three (3) financial years immediately preceding the Bid Deadline.</p>	<p><b>4.6 A: Format For QR Third Para</b>            [Note: Applicable in case of Bidding Consortium]</p> <p>We certify that the Financially Evaluated Entity (ies) had a Networth of Rs. .... Crore or equivalent USD* computed as per instructions provided in Clause 2.1.2 of the RFP and based on unconsolidated audited annual accounts (refer Note-2 below) of any of the last three (3) financial years immediately preceding the Bid Deadline.</p> <p><b>Generation Source : -----</b></p>



S. No	Existing Provision					Revised Provision				
	Name of Consortium Member	Equity commitment in the Project Company (%)	Networth of Member (Rs.Crore) (As per table below)	Networth Requirement to be met by the Member in proportion to the equity commitment (Rs.Crore) (Total Networth requirement * % at Column no. 2 )	Whether the Member meets the Networth Requirement	Name of Consortium Member	Equity commitment in the Project Company (%)	Networth of Member (Rs.Crore) (As per table below)	Networth Requirement to be met by the Member in proportion to the equity commitment (Rs.Crore) (Total Networth requirement * % at Column no. 2 )	Whether the Member meets the Networth Requirement
	(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
	1				Yes/No	1				Yes/No
	2				Yes/No	2				Yes/No
	..				Yes/No	..				Yes/No
	Total Networth					Total Networth				
						<b>[If a Bidder is offering capacity from different sources, the above table has to be filled in separately for each generation source.]</b>				
15.	<b>4.6 B Format For QR</b>					<b>4.6 B Format For QR</b>				
	1	<b>Land:</b> Area of land acquired and taken possession: ..... [Insert the area of land acquired]				1	<b>Land:</b> (a) <b>In case</b> the total land, is being acquired under the			

S. No	Existing Provision	Revised Provision
	<p>We declare that the aforesaid area is at least <b>50%</b> of the total area of the land as indicated in the application filed with the competent authority for seeking environmental clearance.</p> <p>“(In case of land to be acquired under the Land Acquisition Act 1894): Copy of notification issued for such land under Section 4 of the Land Acquisition Act, 1894 is enclosed.”</p> <p>(In all other cases for purchase of land) Documentary evidence in the form of certificate by concerned and competent revenue/registration authority for the acquisition/ownership/vesting of the land is enclosed. An affidavit from the developer listing the total land acquired for the power station certifying the requirements as specified in Clause 2.1.2.2 a (i) to (iv) is also enclosed</p>	<p>Land Acquisition Act 1894: We declare that the total land, as indicated in the application filed with the competent authority for seeking environmental clearance, is being acquired under the Land Acquisition Act 1894 and copy of notification issued for such land under Section 4 of the Land Acquisition Act, 1894 is enclosed.</p> <p>(b) In case land is not being acquired under Land Acquisition Act 1894: We declare that the Area of land <b>allotted/ or for which lease has been executed for a period of ---[indicate no. of years]/ or taken under possession or/ which is under ownership/ vesting</b> is: ..... [Insert the area of land]</p> <p>We declare that the aforesaid area is at least <b>one-third</b> of the total area of the land as indicated in the application filed with the competent authority for seeking environmental clearance. The documentary evidence along with duly notarized sworn affidavit as mentioned in clause 2.1.2.2 a are enclosed.</p> <p>(c) In case the total land is proposed to be acquired under both the provision (a) &amp; (b):</p> <p>For --- Acres of land being acquired under Land Acquisition Act 1894, Section 4 notification is</p>

S. No	Existing Provision	Revised Provision
		<p>enclosed, and</p> <p>For the part of land excluding that to be acquired under Land Acquisition Act 1894, area of land <b>allotted/ on lease for a period of ---[indicate no. of years]/ in</b> ownership/vesting is .....Acres, which is at least one-third of balance land as indicated in the application filed with the competent authority for seeking environmental clearance along with documentary evidence and a duly notarized sworn affidavit as mentioned in clause 2.1.2.2 (a) are enclosed.</p>
16.	<p><b>4.6 B Format For QR</b></p> <p><b>2. Fuel</b></p> <p>➤ <b>Domestic coal:</b> Name of the allocated <b>mine</b> (in case of mine allocation): Proven reserves of the <b>mine</b> (in case of <b>mine</b> allocation):</p> <p>Quantity of coal required for the power station at Normative Availability on an annual basis and supporting computation for the same:</p> <p>Particulars of documents enclosed in support of the above:</p>	<p><b>4.6 B Format For QR</b></p> <p><b>2. Fuel</b></p> <p>➤ <b>Domestic coal:</b> Name of the allocated <b>coal block</b> and its proven reserves (in case of <b>coal block</b> allocation):</p> <p><b>In case of fuel linkage, the approval of fuel arrangement:</b></p> <p>The quantity of coal <b>arranged by way of coal block allocation and/or fuel linkage as required upto the phase of the power station from which the power is proposed to be supplied, at Normative Availability for the term of the PPA and supporting computation for the same:</b></p>

S. No	Existing Provision	Revised Provision
		Particulars of documents enclosed in support of the above:
17.	<b>4.6 B Format For QR</b> <b>2. Fuel</b>	<b>4.6 B Format For QR</b> [Option for Blended to be provided] <b>2. Fuel</b> ➤ <b>Blended Coal: Blending proposed</b> <b>Domestic: ---%</b> <b>Imported: ----%</b> <b>Total: 100%</b>  <b>Declaration of details as specified for Domestic coal &amp; Imported coal and documents in support of the same enclosed:</b>  <b>(The Bidder shall be required to meet the criteria separately for domestic &amp; imported coal as provided in the Qualifying Requirements in the ratio of the blending proposed.)</b>
18.	<b>4.6 B Format For QR</b> <b>2. Fuel</b> ➤ <b>Domestic (piped) Gas</b> Quantity of gas required for the power station at Normative Availability on an annual basis and supporting computation for the same. Copy of the long term fuel supply agreement (s) for the quantity of gas required for the power station at Normative Availability on an annual basis. (Enclose copy attested by the authorized signatory of the Bid)	<b>4.6 B Format For QR</b> <b>2. Fuel</b> ➤ <b>Domestic (piped) Gas</b> Quantity of gas required at Normative Availability on an annual basis <b>for the period and quantity as per Government of India Guidelines for gas allocation,</b> upto the phase of power station from which the power is proposed to be supplied.  Please provide a copy of the fuel supply agreement (s) <b>for the period and quantity, upto the phase of Power</b>

S. No	Existing Provision	Revised Provision																				
		<p><b>Station as per Government of India Guidelines for gas allocation</b> and supporting computation for the same. (Enclose copy attested by the authorized signatory of the Bid)</p>																				
19.	<p><b>4.6 B Format For QR</b>  <b>3. Water</b>            Approval from the concerned state irrigation department or any other relevant authority for the quantity of water required for the power station. (Enclose copy attested by the authorized signatory of the Bid).</p>	<p><b>4.6 B Format For QR</b>  <b>3. Water</b>  <b>In-principle</b> approval from the concerned state irrigation department or any other relevant authority for the quantity of water required for the power station. (Enclose copy attested by the authorized signatory of the Bid).</p>																				
20.	<p><b>4.7 Format of Undertaking</b></p> <p><b>(A) Bidder's Undertaking</b></p> <p><b>10 b)</b> The quantum of power offered in our Bid is equal to or greater than the Minimum Bid Capacity and is for the following offered capacity.</p> <table border="1" data-bbox="262 1031 1060 1312"> <thead> <tr> <th>Financial Bid</th> <th>Offered Capacity in MW</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>..... MW</td> </tr> <tr> <td>2</td> <td>.....MW</td> </tr> <tr> <td>...</td> <td></td> </tr> <tr> <td>Total of all Financial Bids</td> <td>.....MW</td> </tr> </tbody> </table>	Financial Bid	Offered Capacity in MW	1	..... MW	2	.....MW	...		Total of all Financial Bids	.....MW	<p><b>4.7 Format of Undertaking</b></p> <p><b>(A) Bidder's Undertaking</b></p> <p><b>10 b)</b> The quantum of power offered in our Bid is equal to or greater than the Minimum Bid Capacity and is for the following offered capacity.</p> <table border="1" data-bbox="1157 963 1955 1279"> <thead> <tr> <th>Generation Source</th> <th>Offered Capacity in MW</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>..... MW</td> </tr> <tr> <td>2</td> <td>.....MW</td> </tr> <tr> <td>...</td> <td></td> </tr> <tr> <td>Total of all <b>Generation Sources</b></td> <td>.....MW</td> </tr> </tbody> </table>	Generation Source	Offered Capacity in MW	1	..... MW	2	.....MW	...		Total of all <b>Generation Sources</b>	.....MW
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21.	<b>4.10 Format for Financial bid</b>	<b>4.10 Format for Financial bid</b> [A new bullet to be added at the end] • Distance of Coal Block to Power Station __ km.																								
22.	<b>4.10 Format for Financial bid</b>	In the table, Scenario 7 to be added from column no. 4 to 15.																								
23.	<b>4.10 Format for Financial bid</b> <table border="1" data-bbox="262 565 1127 1060"> <thead> <tr> <th data-bbox="262 565 478 760">Quoted Non Escalable Energy Charges</th> <th data-bbox="478 565 695 760">Quoted Escalable Energy Charges</th> <th data-bbox="695 565 911 760">Quoted Non Escalable Energy Charges</th> <th data-bbox="911 565 1127 760">Quoted Escalable Energy Charges</th> </tr> </thead> <tbody> <tr> <td data-bbox="262 760 478 984">(Rs./ kWh) for Scenario 1, 2, 5, 6</td> <td data-bbox="478 760 695 984">(Rs./ kWh) for Scenario 1, 2, 5</td> <td data-bbox="695 760 911 984">(USD/ kWh) for Scenario 3, 4</td> <td data-bbox="911 760 1127 984">(USD/ kWh) for Scenario 3, 4</td> </tr> <tr> <td data-bbox="262 984 478 1060">(6)</td> <td data-bbox="478 984 695 1060">(7)</td> <td data-bbox="695 984 911 1060">(8)</td> <td data-bbox="911 984 1127 1060">(9)</td> </tr> </tbody> </table>	Quoted Non Escalable Energy Charges	Quoted Escalable Energy Charges	Quoted Non Escalable Energy Charges	Quoted Escalable Energy Charges	(Rs./ kWh) for Scenario 1, 2, 5, 6	(Rs./ kWh) for Scenario 1, 2, 5	(USD/ kWh) for Scenario 3, 4	(USD/ kWh) for Scenario 3, 4	(6)	(7)	(8)	(9)	<b>4.10 Format for Financial bid</b> <table border="1" data-bbox="1157 565 1967 1060"> <thead> <tr> <th data-bbox="1157 565 1373 802">Quoted Non Escalable Energy Charges</th> <th data-bbox="1373 565 1589 802">Quoted Escalable Energy Charges</th> <th data-bbox="1589 565 1793 802">Quoted Non Escalable Energy Charges</th> <th data-bbox="1793 565 1967 802">Quoted Escalable Energy Charges</th> </tr> </thead> <tbody> <tr> <td data-bbox="1157 802 1373 997">(Rs./ kWh) for Scenario 1, 2, 6</td> <td data-bbox="1373 802 1589 997">(Rs./ kWh) for Scenario 1, 2</td> <td data-bbox="1589 802 1793 997">(USD/ kWh) for Scenario 3, 4,5</td> <td data-bbox="1793 802 1967 997">(USD/ kWh) for Scenario 3, 4,5</td> </tr> <tr> <td data-bbox="1157 997 1373 1060">(6)</td> <td data-bbox="1373 997 1589 1060">(7)</td> <td data-bbox="1589 997 1793 1060">(8)</td> <td data-bbox="1793 997 1967 1060">(9)</td> </tr> </tbody> </table>	Quoted Non Escalable Energy Charges	Quoted Escalable Energy Charges	Quoted Non Escalable Energy Charges	Quoted Escalable Energy Charges	(Rs./ kWh) for Scenario 1, 2, 6	(Rs./ kWh) for Scenario 1, 2	(USD/ kWh) for Scenario 3, 4,5	(USD/ kWh) for Scenario 3, 4,5	(6)	(7)	(8)	(9)
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S. No	Existing Provision			Revised Provision		
			the Bidder)			the Bidder)
	1	Primary fuel  (Insert as applicable: “Domestic coal/ Imported coal/ Domestic (pipeline) gas/ Imported gas (R-LNG)”)		1	Primary fuel  (Insert as applicable: “Domestic coal/ Imported coal/ Domestic (pipeline) gas/ Imported gas (R-LNG)”)	
	2	Fuel source  (Insert as applicable: “Coal India Limited (CIL) coal linkage/ domestic captive coal mine/ imported coal/ domestic (pipeline) gas/ imported gas (R-LNG)”)		2	Fuel source  i) (Insert as applicable: “Coal India Limited (CIL) coal linkage/ domestic captive coal mine/ imported coal/ domestic (pipeline) gas/ imported gas (R-LNG)”)  <b>ii) distance of coal source from Power Station</b>	
25.	<b>Section 5</b>			<b>Section 5</b>  <b>5 xiii. <u>Illustration for meeting the requirement of land criteria under Clause 2.1.2.2 (a)</u></b>		
<b>Power Purchase Agreement (PPA)</b>						
26.	<b>Article 3.1.1</b>  <b><i>[The following Article to be inserted only in case of long term procurement]</i></b> The Seller agrees and undertakes to duly perform and complete the following activities at the Seller’s own cost and risk within ..... (.....)			<b>Article 3.1.1</b>  <b><i>[The following Article to be inserted only in case of long term procurement]</i></b> The Seller agrees and undertakes to duly perform and complete the following activities at the Seller’s own cost and risk within		

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	<p>months [<i>Procurer/Authorised Representative to allow for a minimum of <b>ten (10) months</b></i>] from the Effective Date, unless such completion is affected by any Force Majeure event or due to the Procurers' failure to comply with their obligations under Article 3.2.1 of this Agreement, or if any of the activities is specifically waived in writing by the ..... [<i>Insert "Procurer" in case of single Procurer or "Procurers jointly" in case of multiple Procurers</i>]:</p> <p>a) The ..... [<i>Insert "Seller shall have executed the Fuel Supply Agreement and have provided the copy of the same to the Procurer(s)" if Seller is NOT a Trading Licensee, or insert "Seller shall ensure that the Developer has executed the Fuel Supply Agreement and further ensure that a copy of the same is provided to the Procurer(s)" if Seller is a Trading Licensee</i>] [<i>this condition shall not be included in case the generation source, chosen by the Seller is a captive coal-mine based thermal plant or a hydro-electric plant</i>]</p>	<p>..... (.....) months [<i>Procurer/Authorised Representative to allow for a minimum of <b>twelve (12) months</b></i>] from the Effective Date, unless such completion is affected by any Force Majeure event or due to the Procurers' failure to comply with their obligations under Article 3.2.1 of this Agreement, or if any of the activities is specifically waived in writing by the ..... [<i>Insert "Procurer" in case of single Procurer or "Procurers jointly" in case of multiple Procurers</i>]:</p> <p>a) <b>Deleted</b></p>
27.	4.2.1	<p>Add new clause 4.2.1 (i)</p> <p><b>"Execution of the Fuel Supply Agreement and providing the copy of the same to the Procurer(s) at least 18 months prior to the Scheduled Delivery Date" if Seller is NOT a Trading Licensee, or insert "Seller to ensure that the Developer(s) has executed the Fuel Supply Agreement and further ensure that a copy of the same is provided to the Procurer(s) at</b></p>



S. No	Existing Provision	Revised Provision
		<p><b>least 18 months prior to the Scheduled Delivery Date.</b></p> <p>.</p> <p><b>Where fuel is gas, the GSPA should have been signed as per the Government of India guidelines or before scheduled delivery date."</b></p>
28.	<p><b>14.3.1.1</b> Where any Dispute (i) arises from a claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, or (ii) relates to any matter agreed to be referred to the Appropriate Commission under Article 4.9.1, 10.3 and 15.3 ..... <i>[Insert "or Clause 12.9.4 of Schedule 12 hereof" in case Successful Bidder requests for substitution rights of the Lenders to be provided]</i>, such Dispute shall be submitted to adjudication by the Appropriate Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.</p>	<p><b>14.3.1.1 (a)</b> Where CERC is the Appropriate Commission, any Dispute arising from a claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, shall be submitted to adjudication by the Appropriate Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.</p> <p><b>14.3.1.1 (b)</b> Where SERC is the Appropriate Commission, all disputes between the Procurers and the Seller shall be referred to SERC.</p>
29.	<p><b>Article 14.3.2.1</b></p> <p>If the Dispute arises out of or in connection with any claims not covered in Article 14.3.1.1, such Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 and the Rules of the Indian Council of Arbitration, in accordance with the process specified in this Article. In the event of such Dispute remaining unresolved as</p>	<p><b>Article 14.3.2.1</b></p> <p>If the Dispute arises out of or in connection with any claims not covered in Article <b>14.3.1.1 (a)</b>, such Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 and the Rules of the Indian Council of Arbitration, in accordance with the process specified in this Article. In the event of such</p>

S. No	Existing Provision	Revised Provision
	referred to in Article 14.2.1.3 hereof, any party to such Dispute may refer the matter to Registrar under the Rules of the Indian Council of Arbitration.	Dispute remaining unresolved as referred to in Article 14.2.1.3 hereof, any party to such Dispute may refer the matter to Registrar under the Rules of the Indian Council of Arbitration.
30.	<p><b>Schedule 4</b></p> <p><i>[In case the Seller has chosen gas-based plants having domestic (pipeline) gas, as source for its supply of power]</i></p> <p><b>Clause 4.2.3.4</b></p> <p>The Monthly Energy Charges (in Rupees) for Month “m” shall be calculated as under:</p> $MEP_m = AEO_m * MEP_n$ <p>where:</p> <p>a) <math>MEP_m</math> is the Monthly Energy Charges for Month m (in Rs.);</p> <p>b) <math>AEO_m</math> is the Scheduled Energy for the Month m (in kWh); and</p> <p>c) <math>MEP_n</math> is the Energy Charge, in Rs/ kWh, and is expressed as below:</p> <p><math>MEP_n</math> is the sum of the following:</p>	<p><b>Schedule 4</b></p> <p><i>[In case the Seller has chosen gas-based plants having domestic (pipeline) gas, as source for its supply of power]</i></p> <p><b>Clause 4.2.3.4</b></p> <p>The Monthly Energy Charges (in Rupees) for Month “m” shall be calculated as under:</p> $MEP_m = AEO_m * MEP_n$ <p>where:</p> <p>a) <math>MEP_m</math> is the Monthly Energy Charges for Month m (in Rs.);</p> <p>b) <math>AEO_m</math> is the Scheduled Energy for the Month m (in kWh); and</p> <p>c) <math>MEP_n</math> is the Energy Charge, in Rs/ kWh, and is expressed as below:</p> <p><math>MEP_n</math> is the sum of the following:</p>

S. No	Existing Provision	Revised Provision
	<p>(i) Payable Escalable Energy Charges (MEEPn),</p> <p>(ii) Payable Escalable Inland Transportation Charges (MEITPn ),</p> <p>(iii) Payable Non Escalable Energy Charges (MNEEPn) and</p> <p>(iv) Payable Non Escalable Inland Transportation Charges (MNEITPn)</p> <p>for the Contract Year “n” in which Month “m” occurs and computed as mentioned hereunder:</p> <p>where:</p> $MEEPn = QMEEPn * p(EE)/q(EE)$ $MEITPn = QMEITPn * p(IT)/q(IT)$ <p>where:</p> <p>a) QMEEPn for the first Contract Year in which month “m” occurs is the Quoted Escalable Energy Charges (in Rs/ kWh) as per Schedule 8 and for subsequent Contract Years it shall be taken as at the end of the previous Contract Year (n-1);</p> <p>b) QMEITPn for the first Contract Year in which month “m” occurs is the Quoted Escalable Inland Transportation Charges (in Rs/ kWh) as per Schedule 8 and for subsequent Contract Years it shall be taken as at the end</p>	<p>(i) Payable Escalable Energy Charges (MEEPn),</p> <p>(ii) Payable Escalable Inland Transportation Charges (MEITPn ),</p> <p>(iii) Payable Non Escalable Energy Charges (MNEEPn) and</p> <p>(iv) Payable Non Escalable Inland Transportation Charges (MNEITPn)</p> <p>for the Contract Year “n” in which Month “m” occurs and computed as mentioned hereunder:</p> <p>where:</p> $MEEPn = QMEEPn * p(EE)/q(EE) * FX$ $MEITPn = QMEITPn * p(IT)/q(IT)$ <p>where:</p> <p>a) QMEEPn for the first Contract Year in which month “m” occurs is the Quoted Escalable Energy Charges (in USD/ kWh) as per Schedule 8 and for subsequent Contract Years it shall be taken as at the end of the previous Contract Year (n-1);</p> <p>b) QMEITPn for the first Contract Year in which month “m” occurs is the Quoted Escalable Inland Transportation Charges (in Rs/ kWh) as per Schedule</p>

S. No	Existing Provision	Revised Provision
	<p>of the previous Contract Year (n-1);</p> <p>c) p(EE) is the Escalation Index at the beginning of the Month “m” for Energy Charges and escalated as per Schedule 6 (expressed as a number);</p> <p>d) q(EE) is the Escalation Index for Energy Charges as per Schedule 6 (expressed as a number);</p> <p>e) p(IT) is the Escalation Index at the beginning of the Month “m” for Inland Transportation Charges and escalated as per Schedule 6 (expressed as a number); and</p> <p>f) q(IT) is the Escalation Index for Inland Transportation Charges escalated as per Schedule 6 (expressed as a number).</p> <p>MNEEP<sub>n</sub> is the Payable Non Escalable Energy Charges of the Contract Year “n” in which Month “m” occurs expressed in Rs/ kWh and is equal to the Quoted Non Escalable Energy Charges of the Contract Year “n” in which Month “m” occurs, as provided in Schedule 8</p> <p>MNEITP<sub>n</sub> is the Payable Non Escalable Inland Transportation Charges of the Contract Year “n” in which Month “m” occurs expressed in Rs/ kWh and is equal to the Quoted Non Escalable Inland Transportation Charges of the Contract Year “n” in which Month “m” occurs, as provided in Schedule 8.</p>	<p>8 and for subsequent Contract Years it shall be taken as at the end of the previous Contract Year (n-1);</p> <p>c) p(EE) is the Escalation Index at the beginning of the Month “m” for Energy Charges and escalated as per Schedule 6 (expressed as a number);</p> <p>d) q(EE) is the Escalation Index for Energy Charges as per Schedule 6 (expressed as a number);</p> <p>e) p(IT) is the Escalation Index at the beginning of the Month “m” for Inland Transportation Charges and escalated as per Schedule 6 (expressed as a number); and</p> <p>f) q(IT) is the Escalation Index for Inland Transportation Charges escalated as per Schedule 6 (expressed as a number).</p> <p><b>g) FX shall be the simple average of SBI TT buying rate (for Rs/ US\$) for last fifteen (15) days prior to the first day of the Month “m” for which such exchange rates are published by SBI</b></p> <p><b>MNEEP<sub>n</sub> = QMNEEP<sub>n</sub> * FX</b></p> <p>a) <b>QMNEEP<sub>n</sub></b> is the Quoted Non Escalable Energy Charges of the Contract Year “n” in which Month “m” occurs expressed in USD/ kWh and is equal to the Quoted Non Escalable Energy Charges of the Contract Year “n” in which Month “m” occurs, as</p>

S. No	Existing Provision	Revised Provision
		<p>provided in Schedule 8</p> <p><b>b) FX</b> shall be the simple average of SBI TT buying rate (for Rs/ US\$) for last fifteen (15) days prior to the first day of the Month “m” for which such exchange rates are published by SBI.</p> <p><b>MNEITP<sub>n</sub></b> is the Payable Non Escalable Inland Transportation Charges of the Contract Year “n” in which Month “m” occurs expressed in Rs/ kWh and is equal to the Quoted Non Escalable Inland Transportation Charges of the Contract Year “n” in which Month “m” occurs, as provided in Schedule 8.</p>
31.	-	<p><b>Schedule 4</b></p> <p><b><u>[Add New clause 4.2.3.7 ]</u></b></p> <p><b><i>[Select in case of Seller has chosen blended coal (domestic coal-based plants having captive coal block or linkage based coal and imported coal), as source for its supply of power]</i></b></p> <p><b><u>Clause 4.2.3.7</u></b></p> <p>The Monthly Energy Charges (in Rupees) for Month “m” (MEP<sub>m</sub>) in the year ‘n;’ shall be calculated as under:</p>

S. No	Existing Provision	Revised Provision
		<p><b>MEPm = MEPmd + MEPmi</b></p> <p>Where:</p> <p>a) MEPmd is the Monthly Energy Charges for Month m (in Rs.);</p> <p>b) MEPmi is the Monthly Energy Charges for Month m (in Rs.);</p> <p><b>(A) For Domestic coal</b></p> <p>MEPmd = AEOm * MEPnd</p> <p>where:</p> <p>c) AEOm is the Scheduled Energy for the Month m (in kWh); and</p> <p>d) MEPnd is the Energy Charge, in Rs/ kWh, and is expressed as below:</p> <p>MEPnd is the sum of the following:</p> <p>(i) Payable Escalable Energy Charges (MEEPn),</p> <p>(ii) Payable Escalable Inland Transportation Charges (MEITPn ),</p> <p>(iii) Payable Non Escalable Energy Charges (MNEEPn) and</p> <p>(iv) Payable Non Escalable Inland Transportation Charges (MNEITPn)</p> <p>for the Contract Year “n” in which Month “m” occurs and</p>

S. No	Existing Provision	Revised Provision
		<p>computed as mentioned hereunder:</p> <p>where:</p> $\text{MEEP}_n = \text{QMEEP}_n * p(\text{EE})/q(\text{EE})$ $\text{MEITP}_n = \text{QMEITP}_n * p(\text{ET})/q(\text{ET})$ <p>where:</p> <ul style="list-style-type: none"> <li>a) <math>\text{QMEEP}_n</math> for the first Contract Year in which month “m” occurs is the Quoted Escalable Energy Charges as per Schedule 8 and for subsequent Contract Years it shall be taken as at the end of the previous Contract Year (n-1);</li> <li>b) <math>\text{QMEITP}_n</math> for the first Contract Year in which month “m” occurs is the Quoted Escalable Inland Transportation Charges as per Schedule 8 and for subsequent Contract Years it shall be taken as at the end of the previous Contract Year (n-1);</li> <li>c) <math>p(\text{EE})</math> is the Escalation Index as per Schedule 6 at the beginning of Month “m” (expressed as a number);</li> <li>d) <math>q(\text{EE})</math> is the Escalation Index as per Schedule 6 (expressed as a number);</li> <li>e) <math>p(\text{ET})</math> is the Escalation Index for Inland Transportation Charges as per Schedule 6 at the</li> </ul>

S. No	Existing Provision	Revised Provision
		<p>beginning of Month “m” (expressed as a number);</p> <p>f) q(ET) is the Escalation Index for Inland Transportation Charges as per Schedule 6 (expressed as a number);</p> <p>g) MNEEP<sub>n</sub> is the Payable Non Escalable Energy Charges of the Contract Year “n” in which Month “m” occurs expressed in Rs/ kWh and is equal to the Quoted Non Escalable Energy Charges of the Contract Year “n” in which Month “m” occurs, as provided in Schedule 8; and</p> <p>h) MNEITP<sub>n</sub> is the Payable Non Escalable Inland Transportation Charges of the Contract Year “n” in which Month “m” occurs expressed in Rs/ kWh and is equal to the Quoted Non Escalable Inland Transportation Charges of the Contract Year “n” in which Month “m” occurs, as provided in Schedule 8.</p> <p><b>(B) For Imported Coal</b></p> <p>The Monthly Energy Charges (in Rupees) for Month “m” shall be calculated as under:</p> <p><b>MEP<sub>mi</sub> = AEOM * MEP<sub>ni</sub></b></p> <p>where:</p> <p>a) AEOM is the Scheduled Energy for the Month m (in kWh); and</p>



S. No	Existing Provision	Revised Provision
		<p>b) MEP<sub>n</sub> is the Energy Charge, in Rs/ kWh, and is expressed as below:</p> <p>MEP<sub>n</sub> is the sum of the following:</p> <ul style="list-style-type: none"> <li>(i) Payable Escalable Energy Charges (MEEP<sub>n</sub>),</li> <li>(ii) Payable Escalable Overseas Transportation Charges (MEOTP<sub>n</sub>),</li> <li>(iii) Payable Escalable Inland Transportation Charges (MEITP<sub>n</sub>),</li> <li>(iv) Payable Escalable Fuel Handling Charges (MEFHP<sub>n</sub>),</li> <li>(v) Payable Non Escalable Energy Charges (MNEEP<sub>n</sub>),</li> <li>(vi) Payable Non Escalable Overseas Transportation Charges (MNEOTP<sub>n</sub>),</li> <li>(vii) Payable Non Escalable Inland Transportation Charges (MNEITP<sub>n</sub>), and</li> <li>(viii) Payable Non Escalable Fuel Handling Charges (MNEFHP<sub>n</sub>)</li> </ul> <p>for the Contract Year “n” in which Month “m” occurs and computed as mentioned hereunder:</p> <p><b>MEEP<sub>n</sub> = QMEEP<sub>n</sub> * p/q * FX</b></p> <p>where:</p> <p>a) QMEEP<sub>n</sub> for the first Contract Year in which month “m” occurs is the Quoted Escalable Energy Charges as per Schedule 8 (in US\$/ kWh) and for subsequent</p>

S. No	Existing Provision	Revised Provision
		<p>Contract Years it shall be taken as at the end of the previous Contract Year (n-1);</p> <p>b) p is the Escalation Index at the beginning of the Month “m” and escalated as per Schedule 6;</p> <p>c) q is the Escalation Index as per Schedule 6;</p> <p>and</p> <p>d) FX shall be the simple average of SBI TT buying rate (for Rs/ US\$) for last fifteen (15) days prior to the first day of the Month “m” for which such exchange rates are published by SBI.</p> <p><b>MEOTPN = QMEOTPN * p(OT) / q(OT) * FX</b></p> <p>where:</p> <p>a) QMEOTPN for the first Contract Year in which month “m” occurs is the Quoted Escalable Overseas Transportation Charges as per Schedule 8 (in US\$/ kWh) and for subsequent Contract Years it shall be taken as at the end of the previous Contract Year (n-1);</p> <p>b) p(OT) is the Escalation Index at the beginning of the Month “m” for Overseas Transportation Charges and escalated as per Schedule 6 (expressed as a number);</p> <p>c) q(OT) is the Escalation Index for Overseas</p>

S. No	Existing Provision	Revised Provision
		<p>Transportation Charges as per Schedule 6(expressed as a number); and</p> <p>d) FX shall be the simple average of SBI TT buying rate (for Rs/ US\$) for last fifteen (15) days prior to the first day of the Month “m” for which such exchange rates are published by SBI.</p> <p><b>MEITP<sub>n</sub> = QMEITP<sub>n</sub> * p(IT) / q(IT)</b></p> <p>where:</p> <p>a) QMEITP<sub>n</sub> for the first Contract Year in which month “m” occurs is the Quoted Escalable Inland Transportation Charges as per Schedule 8 (in Rs/ kWh) and for subsequent Contract Years it shall be taken as at the end of the previous Contract Year (n-1);</p> <p>b) p(IT) is the Escalation Index at the beginning of the Month “m” for Inland Transportation Charges and escalated as per Schedule 6 (expressed as a number);</p> <p>c) q(IT) is the Escalation Index for Inland Transportation Charges as per Schedule 6 (expressed as a number); and</p> <p><b>MEFHP<sub>n</sub> = QMEFHP<sub>n</sub> * p(FH) / q(FH)</b></p> <p>where:</p>

S. No	Existing Provision	Revised Provision
		<p>a) QMEFHP<sub>n</sub> for the first Contract Year in which month “m” occurs is the Quoted Escalable Fuel Handling Charges as per Schedule 8 (in Rs/ kWh) and for subsequent Contract Years it shall be taken as at the end of the previous Contract Year (n-1);</p> <p>b) p(FH) is the Escalation Index at the beginning of the Month “m” for Fuel Handling Charges and escalated as per Schedule 6 (expressed as a number); and</p> <p>c) q(FH) is the Escalation Index for Fuel Handling Charges as per Schedule 6 (expressed as a number).</p> <p><b>MNEEP<sub>n</sub> = QMNEEP<sub>n</sub> * FX</b></p> <p>where:</p> <p>a) QMNEEP<sub>n</sub> is the Quoted Non Escalable Energy Charges of the Contract Year “n” in which Month “m” occurs expressed in US\$/ kWh and is equal to the Quoted Non Escalable Energy Charges of the Contract Year “n” in which Month “m” occurs, as provided in Schedule 8; and</p> <p>b) FX shall be the simple average of SBI TT buying rate (for Rs/ US\$) for last fifteen (15) days prior to the first day of the Month “m” for which such exchange rates are published by SBI.</p> <p><b>MNEOTP<sub>n</sub> = QMNEOTP<sub>n</sub> * FX</b></p>

S. No	Existing Provision	Revised Provision
		<p>where:</p> <p>a) QMNEOTP<sub>n</sub> is the Quoted Non Escalable Overseas Transportation Charges of the Contract Year “n” in which Month “m” occurs expressed in US\$/ kWh and is equal to the Quoted Non Escalable Overseas Transportation Charges of the Contract Year “n” in which Month “m” occurs, as provided in Schedule 8; and</p> <p>b) FX shall be the simple average of SBI TT buying rate (for Rs/ US\$) for last fifteen (15) days prior to the first day of the Month “m” for which such exchange rates are published by SBI.</p> <p><b>MNEITP<sub>n</sub></b> is the Payable Non Escalable Inland Transportation Charges of the Contract Year “n” in which Month “m” occurs expressed in Rs/ kWh and is equal to the Quoted Non Escalable Inland Transportation Charges of the Contract Year “n” in which Month “m” occurs, as provided in Schedule 8.</p> <p><b>MNEFHP<sub>n</sub></b> is the Payable Non Escalable Fuel Handling Charges of the Contract Year “n” in which Month “m” occurs expressed in Rs/ kWh and is equal to the Quoted Non Escalable Fuel Handling Charges of the Contract Year “n” in which Month “m” occurs, as provided in Schedule 8.</p>

**Format 5.13**

**Illustration for meeting the requirement of land criteria under Clause 2.1.2.2 (a)**

Considering that the Requirement of land as indicated in the proposal filed with the competent authority for seeking environmental clearance is **100 Acres**, then;

<b>Possible Scenarios</b>	<b>Requirement to be met</b>
In case the total land is being acquired under the Land Acquisition Act, 1894	Notification under Section 4 of the Land Acquisition Act, 1894 for the total land (100 Acres) should be available
In all other cases i.e. the total land is proposed to be procured through allotment/ lease (lease period more than the life of power plant)/ ownership/ vesting	Documentary evidence for at least <b>one-third</b> of the area of land should be available.
In case say 30% of the total land is being acquired under the Land Acquisition Act, 1894 and the balance 70% of the total land is proposed to be procured through allotment/ lease (lease period more than the life of power plant)/ ownership/ vesting	Notification under Section 4 of the Land Acquisition Act, 1894 for the 30 Acres of land should be available and Documentary evidence for allotment/ lease (lease period more than the life of power plant)/ ownership/ vesting for at least one-third of the balance 70 Acres of land should be available

**Clause by Clause Amendments in RfP & PPA of SBD for 'Case 1'**

S. No	Existing Provision	Revised Provision
<b>Request for Proposal (RFP)</b>		
1.	<p><b>Clause 2.1.2.2</b></p> <p>(a) <b>Land:</b></p> <p>Requirement of land would be considered as indicated in the proposal filed with the competent authority for seeking environmental clearance. The Bidder should have <b>acquired and have taken possession</b> of at least <b>50%</b> of the area of the land as mentioned above.</p> <p>In case of land to be acquired under the Land Acquisition Act, 1894, the Bidder shall submit copy of notification issued for such land under Section 4 of the Land Acquisition Act, 1894.</p> <p>In all other cases, the Bidder shall furnish documentary evidence in the form of certificate by concerned and competent revenue/ registration authority for the acquisition/ownership/ vesting of the land.</p> <p>These evidences shall be supported by a sworn affidavit from the developer listing the total land acquired for the power station. The affidavit shall certify that</p> <p>i) the Bidder is the true and legal owner of the land and;</p> <p>ii) there are no pending claim(s)/ litigation of any nature against/involving the Bidder vis-à-vis land and;</p>	<p><b>Clause 2.1.2.2</b></p> <p>(a) <b>Land:</b></p> <p>Requirement of land would be considered as indicated in the proposal filed with the competent authority for seeking environmental clearance.</p> <p>(I) To the extent land is to be acquired under the Land Acquisition Act, 1894, the Bidder shall submit copy of notification issued for such land under Section 4 of the Land Acquisition Act, 1894.</p> <p>(II) For the part of land excluding that to be acquired under Land Acquisition Act 1894, the Bidder shall furnish documentary evidence for land in the form of certificate by concerned and competent revenue/ registration authority for the <b>allotment/ lease (lease period to be more than the life of power plant)/ ownership/ vesting of at least one-third</b> of the area of such land. (For the sake of clarity an illustration for meeting this requirement is attached at Format 5.13) These evidences shall be supported by a duly notarized sworn affidavit from the developer listing the total land <b>allotted/ under ownership/ lease/vested/</b> acquired for the power station.</p>

S. No	Existing Provision	Revised Provision
	<p>iii) the documentary evidence provided at the bidding stage by the Bidder in relation to land is true and correct and;</p> <p>iv) the Bidder has absolute rights and authority to establish and run power plant on the land</p> <p><b>Clause 2.1.2.2 (b) Fuel:</b></p> <p>i. <b>In case of domestic coal</b>, the Bidder shall have made firm arrangements for fuel tie up either by way of mine allocation or fuel linkage. Such arrangement shall be for the quantity of fuel <b>required to generate power from the power station</b> at Normative Availability for the total installed capacity for the term of the PPA.</p> <p>iii. <b>In case of domestic gas</b>, the Bidder shall have made firm arrangements for fuel tie up by way of long term fuel supply agreement for the quantity of fuel required to generate power from the generation source for the total installed capacity for the term of the PPA.</p>	<p>The affidavit shall certify that the documentary evidence provided by the Bidder in relation to land is true and correct copy of the originals.</p> <p><b>Clause 2.1.2.2 (b) Fuel:</b></p> <p>i. <b>In case of domestic coal</b>, the Bidder shall have made firm arrangements for fuel tie up either by way of mine allocation or fuel linkage. Such arrangement shall be for the quantity of fuel, <b>required upto the phase of the power station from which the power is proposed to be supplied</b>, at Normative Availability for the term of the PPA.</p> <p><b>In case the Bidder proposes use of blended coal, the Bidder shall be required to meet the criteria separately for domestic &amp; imported coal as provided in the Qualifying Requirements in the ratio of the blending proposed.</b></p> <p>iii. <b>In case of domestic gas</b>, the Bidder shall have made firm arrangements for fuel tie up by way of fuel supply agreement <b>for the period &amp; quantity as per Government of India Guidelines for gas allocation</b>, required upto the phase of power station from which the power is proposed to be supplied.</p>
2.	<b>Clause 2.1.2.2 (c) Water:</b>	<b>Clause 2.1.2.2 (c) Water:</b>



S. No	Existing Provision	Revised Provision
	The Bidder shall have <b>acquired</b> approval from the concerned state irrigation department or any other relevant authority for the quantity of water required for the power station.	The Bidder shall have <b>obtained in-principle</b> approval from the concerned state irrigation department or any other relevant authority, as may be applicable, for the quantity of water required for the power station.
3.	<p><b>Clause 2.1.8</b></p> <p>If at any stage of the bidding process, any order / ruling is found to have been passed in the last <b>five (5)</b> years preceding the Bid Deadline by an Appropriate Commission or a competent court against any Bidder or its Affiliates for its material breach of any contract for supply of power having duration of contract in excess of one (1) year to any licensee in India, Bids from such Bidders shall be liable to be rejected. All Bidders shall confirm in accordance with Format 4.1 that no such order / ruling has been passed by an Appropriate Commission or a competent court against it or its Affiliates. Each Bidder shall also confirm that the bid security submitted by the Bidder or its Affiliates has not been forfeited either partly or wholly in any bid process under Case-1 or case -2 bidding procedure in the last <b>five (5)</b> years preceding the Bid Deadline.</p>	<p><b>Clause 2.1.8</b></p> <p><b>(a)</b> If at any stage of the bidding process, any order / ruling is found to have been passed in the <b>last one (1) year</b> preceding the Bid Deadline by an Appropriate Commission or a Competent Court of Law against any Bidder or its Affiliates for its material breach of any contract for supply of power having duration of contract in excess of one (1) year to any licensee in India, Bids from such Bidders shall be liable to be rejected. All Bidders shall confirm in accordance with Format 4.1 that no such order(s) / ruling(s) have been passed by an Appropriate Commission or a Competent Court of Law against it or its Affiliates.</p> <p><b>(b)</b> If the bid security submitted by the Bidder or its Affiliates has been forfeited either partly or wholly in any bid process under Case-1 or Case -2 bidding procedure in the <b>last one (1) year</b> preceding the Bid Deadline, the Bids of such Bidders shall be liable for rejection. The Bidder shall confirm in accordance with Format 4.1 that the bid security submitted by the Bidder or its Affiliates has not been forfeited.</p> <p><b>Provided that this clause of disqualification shall be applicable with regard to Bids submitted after the</b></p>

S. No	Existing Provision	Revised Provision
		<p>issuance of Standard Bid Document - Case 1 on 27.03.2009.</p> <p>Provided further that after Bid Deadline, if any such ruling is passed against any Bidder or its Affiliates for its material breach of any contract for supply of power having duration of contract in excess of one (1) year to any licensee in India or bid security mentioned at 2.1.8 (b) above is forfeited, at any time prior to issuance of Lol, the Bid of such Bidder shall be liable to be rejected and the consequences of clause 2.5 (b) shall apply.</p> <p>It shall be the responsibility of the Bidder to inform the Procurers/ Authorised Representative regarding the passing of such order or forfeiture of bid security, failing which consequences of clause 2.5 (a) shall apply.</p>
4.	<b>Clause 2.4.1.1 (A)</b>	<p><b>Clause 2.4.1.1 (A) xiv</b></p> <p>In case Bidder is offering capacity from more than one generation source, following formats shall be submitted separately for each generation source and placed in Envelope I.</p> <ul style="list-style-type: none"> <li>i) Format 4.6 B -Format of Qualification Requirement (As per clause 2.1.2.2)</li> <li>ii) Board Resolution as per format 4.8</li> <li>iii) Bid Bond as per Format 4.9</li> <li>iv) Details of the generation source and the primary fuel as per Format 4.13</li> </ul>

S. No	Existing Provision	Revised Provision												
5.	<p><b>Clause 2.4.1.1 (B)</b></p> <p>ii) More than one <b>Financial</b> Bid can be submitted by the Bidder for supply of power provided that not more than one <b>Financial</b> Bid from a Bidder is from the same generation source and each <b>Financial</b> Bid is separately submitted in accordance with this Clause 2.4.1.1(<b>B</b>). For these purposes, more than one unit at the same plant location but using different fuel/different fuel source shall be considered as the same generation source.</p>	<p><b>Clause 2.4.1.1 (B)</b></p> <p>ii) More than one Bid can be submitted by the Bidder for supply of power provided that not more than one Bid from a Bidder is from the same generation source and each Bid is separately submitted in accordance with this Clause 2.4.1.1. For these purposes, more than one unit at the same plant location but using different fuel/different fuel source shall be considered as the same generation source.</p>												
6.	<p><b>Clause 2.4.1.1 (B) ix</b></p> <table border="1" data-bbox="262 781 1129 1081"> <thead> <tr> <th data-bbox="262 781 1129 818"><i>Scenario 5</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="262 818 1129 855"><b>Power generation source with domestic (pipeline) gas</b></td> </tr> <tr> <td data-bbox="262 855 1129 893">Quoted Escalable Energy Charge (in Rs./kWh)</td> </tr> <tr> <td data-bbox="262 893 1129 930">Quoted Non-Escalable Energy Charge (in Rs./kWh)</td> </tr> <tr> <td data-bbox="262 930 1129 1005">Quoted Escalable Inland Transportation Charge (in Rs./kWh)</td> </tr> <tr> <td data-bbox="262 1005 1129 1081">Quoted Non Escalable Inland Transportation Charge (in Rs./kWh)</td> </tr> </tbody> </table>	<i>Scenario 5</i>	<b>Power generation source with domestic (pipeline) gas</b>	Quoted Escalable Energy Charge (in Rs./kWh)	Quoted Non-Escalable Energy Charge (in Rs./kWh)	Quoted Escalable Inland Transportation Charge (in Rs./kWh)	Quoted Non Escalable Inland Transportation Charge (in Rs./kWh)	<p><b>Clause 2.4.1.1 (B) ix</b></p> <table border="1" data-bbox="1159 781 1961 1118"> <thead> <tr> <th data-bbox="1159 781 1961 818"><i>Scenario 5</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="1159 818 1961 893"><b>Power generation source with domestic (pipeline) gas</b></td> </tr> <tr> <td data-bbox="1159 893 1961 930">Quoted Escalable Energy Charge (in <b>USD</b>/kWh)</td> </tr> <tr> <td data-bbox="1159 930 1961 967">Quoted Non-Escalable Energy Charge (in <b>USD</b>/kWh)</td> </tr> <tr> <td data-bbox="1159 967 1961 1042">Quoted Escalable Inland Transportation Charge (in Rs./kWh)</td> </tr> <tr> <td data-bbox="1159 1042 1961 1118">Quoted Non Escalable Inland Transportation Charge (in Rs./kWh)</td> </tr> </tbody> </table>	<i>Scenario 5</i>	<b>Power generation source with domestic (pipeline) gas</b>	Quoted Escalable Energy Charge (in <b>USD</b> /kWh)	Quoted Non-Escalable Energy Charge (in <b>USD</b> /kWh)	Quoted Escalable Inland Transportation Charge (in Rs./kWh)	Quoted Non Escalable Inland Transportation Charge (in Rs./kWh)
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S. No	Existing Provision	Revised Provision												
	<p>* below the table in case of medium term procurement, the Quoted Escalable and Non Escalable components of Energy Charges and Overseas Transportation Charges in Scenarios 3 and 4 shall be quoted and paid in Rs./ kWh only. Foreign exchange risk shall be borne by the Seller.</p>	<table border="1" data-bbox="1157 269 1963 1052"> <tr><td>Quoted Non-Escalable Energy Charge(in Rs./kWh)</td></tr> <tr><td>Quoted Escalable Inland Transportation Charge (in Rs./kWh)</td></tr> <tr><td>Quoted Non Escalable Inland Transportation Charge (in Rs./kWh)</td></tr> <tr><td><b>For imported coal component:</b></td></tr> <tr><td>Quoted Escalable Energy Charges (in USD./kWh) –</td></tr> <tr><td>Quoted Non-Escalable Energy Charge (in USD/kWh) *</td></tr> <tr><td>Quoted Escalable Overseas Transportation Charge (in USD/kWh)*</td></tr> <tr><td>Quoted Escalable Inland Transportation Charge (in Rs./kWh)</td></tr> <tr><td>Quoted Non Escalable Overseas Transportation Charge (in USD/kWh)*</td></tr> <tr><td>Quoted Non Escalable Inland Transportation Charge (in Rs./kWh)</td></tr> <tr><td>Quoted Escalable Fuel Handling Charge (in Rs./kWh)</td></tr> <tr><td>Quoted Non-Escalable Fuel Handling Energy Charge (in Rs./kWh)</td></tr> </table> <p>* below the table in case of medium term procurement, the Quoted Escalable and Non Escalable components of Energy Charges and Overseas Transportation Charges in Scenarios 3, 4, 5 and 7 shall be quoted and paid in Rs./ kWh only. Foreign exchange risk shall be borne by the Seller.</p>	Quoted Non-Escalable Energy Charge(in Rs./kWh)	Quoted Escalable Inland Transportation Charge (in Rs./kWh)	Quoted Non Escalable Inland Transportation Charge (in Rs./kWh)	<b>For imported coal component:</b>	Quoted Escalable Energy Charges (in USD./kWh) –	Quoted Non-Escalable Energy Charge (in USD/kWh) *	Quoted Escalable Overseas Transportation Charge (in USD/kWh)*	Quoted Escalable Inland Transportation Charge (in Rs./kWh)	Quoted Non Escalable Overseas Transportation Charge (in USD/kWh)*	Quoted Non Escalable Inland Transportation Charge (in Rs./kWh)	Quoted Escalable Fuel Handling Charge (in Rs./kWh)	Quoted Non-Escalable Fuel Handling Energy Charge (in Rs./kWh)
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8.	<b>Clause 2.10.1</b>	<b>Clause 2.10.1 Add in the end</b>												

S. No	Existing Provision	Revised Provision
		In case the Bidder is offering capacity from more than one generation source, the Financial Bid from different sources should be sealed in separated envelopes and these envelopes shall be placed in Envelope II.
9.	<p><b>Clause 2.12.1</b> Each Bidder shall submit the Bid accompanied by Bid Bond, as per Format 4.9 issued by any of the Banks listed in Format 5.8. In the case of a Consortium, the Lead Member shall furnish the Bid Bond as stipulated in the RFP, on behalf of the Consortium Members as per the Consortium Agreement. The Bid Bond shall be valid for a period of thirty (30) days beyond the validity of the Bid.</p>	<p><b>Clause 2.12.1</b> Each Bidder shall submit the Bid accompanied by Bid Bond, as per Format 4.9 issued by any of the Banks listed in Format 5.8. In the case of a Consortium, the Lead Member shall furnish the Bid Bond as stipulated in the RFP, on behalf of the Consortium Members as per the Consortium Agreement. <b>In case the Bidder is offering capacity from more than one generation source, the Bid Bond shall be submitted separately for each capacity.</b> The Bid Bond shall be valid for a period of thirty (30) days beyond the validity of the Bid.</p>
10.	<p><b>Clause 3.2 5<sup>th</sup> bullet</b> A Bidder submitting more than one Bid or participating in more than one Bid as a Member of Bidding Consortium</p>	<p><b>Clause 3.2 5<sup>th</sup> bullet</b> A Bidder submitting more than one Bid from the same generation source or participating in more than one Bid as a Member of Bidding Consortium.</p>
11.	<p><b>4.1 Format of Covering Letter</b> <b>2. Bid Bond</b> We have enclosed a Bid Bond of Rs. .... (Insert Amount), in the form of bank guarantee no.....(Insert number of the bank guarantee) dated ..... [Insert date of bank guarantee] as per Format 4.9 from ..... (Insert name of bank providing Bid Bond) and valid up to.....in terms of Clause 2.12 of this RFP. The offered quantum of power by us is ..... MW (Insert total capacity offered)</p>	<p><b>4.1 Format of Covering Letter</b> <b>2. Bid Bond</b> We have enclosed a Bid Bond of Rs. .... (Insert Amount), in the form of bank guarantee no.....(Insert number of the bank guarantee) dated ..... [Insert date of bank guarantee] as per Format 4.9 from ..... (Insert name of bank providing Bid Bond) and valid up to.....in terms of Clause 2.12 of this RFP. The offered quantum of power by us is .....</p>

S. No	Existing Provision	Revised Provision																
	<p>12. We confirm that no order / ruling has been passed by an Appropriate Commission or a competent court against us or any of our Affiliates in the preceding five (5) years from the Bid Deadline for breach of any contract for supply of power having duration of contract in excess of one (1) year and that the bid security submitted by the us or any of our Affiliates has not been forfeited, either partly or wholly, in any bid process under Case-1 or case -2 bidding procedure for procurement of power, in the preceding five (5) years from the Bid Deadline to any licensee in India as per the provisions of Clause 2.1.8</p>	<p>MW (Insert total capacity offered)</p> <p><b>(Details of Bid bond to be given separately in case the Bidder is offering capacity from more than one generation source)</b></p> <p>12. We confirm that no order / ruling has been passed by an Appropriate Commission or a competent court against us or any of our Affiliates in the preceding <b>one (1)</b> year from the Bid Deadline for breach of any contract for supply of power having duration of contract in excess of one (1) year and that the bid security submitted by the us or any of our Affiliates has not been forfeited, either partly or wholly, in any bid process under Case-1 or case -2 bidding procedure for procurement of power, in the preceding <b>one (1)</b> year from the Bid Deadline to any licensee in India as per the provisions of Clause 2.1.8.</p>																
12.	<p><b>4.3 Format for the Consortium Agreement</b></p> <p>4. The percentage of equity holding of each Member of the Consortium in the Project Company shall be/is as follows:</p> <table border="1" data-bbox="315 1026 1079 1370"> <thead> <tr> <th>Name</th> <th>Percentage of equity holding in the Project Company</th> </tr> </thead> <tbody> <tr> <td><b>Party 1</b></td> <td>....</td> </tr> <tr> <td>....</td> <td>....</td> </tr> <tr> <td><b>Party n</b></td> <td>....</td> </tr> </tbody> </table>	Name	Percentage of equity holding in the Project Company	<b>Party 1</b>	....	....	....	<b>Party n</b>	....	<p><b>4.3 Format for the Consortium Agreement</b></p> <p>4. The percentage of equity holding of each Member of the Consortium in the Project Company shall be/is as follows:</p> <table border="1" data-bbox="1180 1040 1944 1385"> <thead> <tr> <th>Name</th> <th>Percentage of equity holding in the Project Company</th> </tr> </thead> <tbody> <tr> <td><b>Party 1</b></td> <td>....</td> </tr> <tr> <td>....</td> <td>....</td> </tr> <tr> <td><b>Party n</b></td> <td>....</td> </tr> </tbody> </table>	Name	Percentage of equity holding in the Project Company	<b>Party 1</b>	....	....	....	<b>Party n</b>	....
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13.	<p data-bbox="262 747 766 779"><b>4.6 A: Format For QR First Para</b></p> <p data-bbox="262 852 1134 1055">We submit our Bid / Bids for the total capacity of ..... MW [Insert total offered capacity in MW; for multiple Financial Bids, mention sum total of offered capacity across all Financial Bids] for which we submit details of our Qualification Requirements.</p> <table border="1" data-bbox="262 1088 1123 1372"> <thead> <tr> <th data-bbox="262 1088 777 1144">Financial Bid</th> <th data-bbox="777 1088 1123 1144">Offered Capacity in MW</th> </tr> </thead> <tbody> <tr> <td data-bbox="262 1144 777 1201">1</td> <td data-bbox="777 1144 1123 1201">..... MW</td> </tr> <tr> <td data-bbox="262 1201 777 1258">2</td> <td data-bbox="777 1201 1123 1258">.....MW</td> </tr> <tr> <td data-bbox="262 1258 777 1315">...</td> <td data-bbox="777 1258 1123 1315"></td> </tr> <tr> <td data-bbox="262 1315 777 1372">Total of all Financial Bids</td> <td data-bbox="777 1315 1123 1372">.....MW</td> </tr> </tbody> </table>	Financial Bid	Offered Capacity in MW	1	..... MW	2	.....MW	...		Total of all Financial Bids	.....MW	<p data-bbox="1155 747 1659 779"><b>4.6 A: Format For QR First Para</b></p> <p data-bbox="1155 820 1969 1015">We submit our Bid / Bids for the total capacity of ..... MW [Insert total offered capacity in MW; for Bids from multiple generation source, mention sum total of offered capacity across all offers] for which we submit details of our Qualification Requirements.</p> <table border="1" data-bbox="1270 1047 1953 1404"> <thead> <tr> <th data-bbox="1270 1047 1633 1144">Generation Source</th> <th data-bbox="1633 1047 1953 1144">Offered Capacity in MW</th> </tr> </thead> <tbody> <tr> <td data-bbox="1270 1144 1633 1201">1</td> <td data-bbox="1633 1144 1953 1201">..... MW</td> </tr> <tr> <td data-bbox="1270 1201 1633 1258">2</td> <td data-bbox="1633 1201 1953 1258">.....MW</td> </tr> <tr> <td data-bbox="1270 1258 1633 1315">...</td> <td data-bbox="1633 1258 1953 1315"></td> </tr> <tr> <td data-bbox="1270 1315 1633 1404">Total of all Generation Sources</td> <td data-bbox="1633 1315 1953 1404">.....MW</td> </tr> </tbody> </table>	Generation Source	Offered Capacity in MW	1	..... MW	2	.....MW	...		Total of all Generation Sources	.....MW
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S. No	Existing Provision	Revised Provision
	<p># In case of more than one Financial Bid submitted by the Bidder, the Networth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder in its Financial Bids.</p>	<p># <b>In case a Bidder offers capacity from more than one generation source, the Networth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder.</b></p>
14.	<p><b>4.6 A: Format For QR Third Para</b>  [Note: Applicable in case of Bidding Consortium]</p> <p>We certify that the Financially Evaluated Entity (ies) had a Networth of Rs. .... Crore or equivalent USD* computed as per instructions provided in Clause 2.1.2 of the RFP and based on unconsolidated audited annual accounts (refer Note-2 below) of any of the last three (3) financial years immediately preceding the Bid Deadline.</p>	<p><b>4.6 A: Format For QR Third Para</b>  [Note: Applicable in case of Bidding Consortium]</p> <p>We certify that the Financially Evaluated Entity (ies) had a Networth of Rs. .... Crore or equivalent USD* computed as per instructions provided in Clause 2.1.2 of the RFP and based on unconsolidated audited annual accounts (refer Note-2 below) of any of the last three (3) financial years immediately preceding the Bid Deadline.</p> <p><b>Generation Source : -----</b></p>



S. No	Existing Provision					Revised Provision				
	Name of Consortium Member	Equity commitment in the Project Company (%)	Networth of Member (Rs.Crore) (As per table below)	Networth Requirement to be met by the Member in proportion to the equity commitment (Rs.Crore) (Total Networth requirement * % at Column no. 2 )	Whether the Member meets the Networth Requirement	Name of Consortium Member	Equity commitment in the Project Company (%)	Networth of Member (Rs.Crore) (As per table below)	Networth Requirement to be met by the Member in proportion to the equity commitment (Rs.Crore) (Total Networth requirement * % at Column no. 2 )	Whether the Member meets the Networth Requirement
	(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
	1				Yes/No	1				Yes/No
	2				Yes/No	2				Yes/No
	..				Yes/No	..				Yes/No
	Total Networth					Total Networth				
						<b>[If a Bidder is offering capacity from different sources, the above table has to be filled in separately for each generation source.]</b>				
15.	<b>4.6 B Format For QR</b>					<b>4.6 B Format For QR</b>				
	1	<b>Land:</b> Area of land acquired and taken possession: ..... [Insert the area of land acquired]				1	<b>Land:</b> (a) <b>In case</b> the total land, is being acquired under the			

S. No	Existing Provision	Revised Provision
	<p>We declare that the aforesaid area is at least <b>50%</b> of the total area of the land as indicated in the application filed with the competent authority for seeking environmental clearance.</p> <p>“(In case of land to be acquired under the Land Acquisition Act 1894): Copy of notification issued for such land under Section 4 of the Land Acquisition Act, 1894 is enclosed.”</p> <p>(In all other cases for purchase of land) Documentary evidence in the form of certificate by concerned and competent revenue/registration authority for the acquisition/ownership/vesting of the land is enclosed. An affidavit from the developer listing the total land acquired for the power station certifying the requirements as specified in Clause 2.1.2.2 a (i) to (iv) is also enclosed</p>	<p>Land Acquisition Act 1894: We declare that the total land, as indicated in the application filed with the competent authority for seeking environmental clearance, is being acquired under the Land Acquisition Act 1894 and copy of notification issued for such land under Section 4 of the Land Acquisition Act, 1894 is enclosed.</p> <p>(b) In case land is not being acquired under Land Acquisition Act 1894: We declare that the Area of land <b>allotted/ or for which lease has been executed for a period of ---[indicate no. of years]/ or taken under possession or/ which is under ownership/ vesting</b> is: ..... [Insert the area of land]</p> <p>We declare that the aforesaid area is at least <b>one-third</b> of the total area of the land as indicated in the application filed with the competent authority for seeking environmental clearance. The documentary evidence along with duly notarized sworn affidavit as mentioned in clause 2.1.2.2 a are enclosed.</p> <p>(c) In case the total land is proposed to be acquired under both the provision (a) &amp; (b):</p> <p>For --- Acres of land being acquired under Land Acquisition Act 1894, Section 4 notification is</p>

S. No	Existing Provision	Revised Provision
		<p>enclosed, and</p> <p>For the part of land excluding that to be acquired under Land Acquisition Act 1894, area of land <b>allotted/ on lease for a period of ---[indicate no. of years]/ in</b> ownership/vesting is .....Acres, which is at least one-third of balance land as indicated in the application filed with the competent authority for seeking environmental clearance along with documentary evidence and a duly notarized sworn affidavit as mentioned in clause 2.1.2.2 (a) are enclosed.</p>
16.	<p><b>4.6 B Format For QR</b></p> <p><b>2. Fuel</b></p> <p>➤ <b>Domestic coal:</b> Name of the allocated <b>mine</b> (in case of mine allocation): Proven reserves of the <b>mine</b> (in case of <b>mine</b> allocation):</p> <p>Quantity of coal required for the power station at Normative Availability on an annual basis and supporting computation for the same:</p> <p>Particulars of documents enclosed in support of the above:</p>	<p><b>4.6 B Format For QR</b></p> <p><b>2. Fuel</b></p> <p>➤ <b>Domestic coal:</b> Name of the allocated <b>coal block</b> and its proven reserves (in case of <b>coal block</b> allocation):</p> <p><b>In case of fuel linkage, the approval of fuel arrangement:</b></p> <p>The quantity of coal <b>arranged by way of coal block allocation and/or fuel linkage as required upto the phase of the power station from which the power is proposed to be supplied, at Normative Availability for the term of the PPA and supporting computation for the same:</b></p>

S. No	Existing Provision	Revised Provision
		Particulars of documents enclosed in support of the above:
17.	<b>4.6 B Format For QR</b> <b>2. Fuel</b>	<b>4.6 B Format For QR</b> [Option for Blended to be provided] <b>2. Fuel</b> ➤ <b>Blended Coal: Blending proposed</b> <b>Domestic: ---%</b> <b>Imported: ----%</b> <b>Total: 100%</b>  <b>Declaration of details as specified for Domestic coal &amp; Imported coal and documents in support of the same enclosed:</b>  <b>(The Bidder shall be required to meet the criteria separately for domestic &amp; imported coal as provided in the Qualifying Requirements in the ratio of the blending proposed.)</b>
18.	<b>4.6 B Format For QR</b> <b>2. Fuel</b> ➤ <b>Domestic (piped) Gas</b> Quantity of gas required for the power station at Normative Availability on an annual basis and supporting computation for the same. Copy of the long term fuel supply agreement (s) for the quantity of gas required for the power station at Normative Availability on an annual basis. (Enclose copy attested by the authorized signatory of the Bid)	<b>4.6 B Format For QR</b> <b>2. Fuel</b> ➤ <b>Domestic (piped) Gas</b> Quantity of gas required at Normative Availability on an annual basis <b>for the period and quantity as per Government of India Guidelines for gas allocation,</b> upto the phase of power station from which the power is proposed to be supplied.  Please provide a copy of the fuel supply agreement (s) <b>for the period and quantity, upto the phase of Power</b>

S. No	Existing Provision	Revised Provision																				
		<p><b>Station as per Government of India Guidelines for gas allocation</b> and supporting computation for the same. (Enclose copy attested by the authorized signatory of the Bid)</p>																				
19.	<p><b>4.6 B Format For QR</b>  <b>3. Water</b>            Approval from the concerned state irrigation department or any other relevant authority for the quantity of water required for the power station. (Enclose copy attested by the authorized signatory of the Bid).</p>	<p><b>4.6 B Format For QR</b>  <b>3. Water</b>  <b>In-principle</b> approval from the concerned state irrigation department or any other relevant authority for the quantity of water required for the power station. (Enclose copy attested by the authorized signatory of the Bid).</p>																				
20.	<p><b>4.7 Format of Undertaking</b></p> <p><b>(A) Bidder's Undertaking</b></p> <p><b>10 b)</b> The quantum of power offered in our Bid is equal to or greater than the Minimum Bid Capacity and is for the following offered capacity.</p> <table border="1" data-bbox="262 1031 1060 1312"> <thead> <tr> <th>Financial Bid</th> <th>Offered Capacity in MW</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>..... MW</td> </tr> <tr> <td>2</td> <td>.....MW</td> </tr> <tr> <td>...</td> <td></td> </tr> <tr> <td>Total of all Financial Bids</td> <td>.....MW</td> </tr> </tbody> </table>	Financial Bid	Offered Capacity in MW	1	..... MW	2	.....MW	...		Total of all Financial Bids	.....MW	<p><b>4.7 Format of Undertaking</b></p> <p><b>(A) Bidder's Undertaking</b></p> <p><b>10 b)</b> The quantum of power offered in our Bid is equal to or greater than the Minimum Bid Capacity and is for the following offered capacity.</p> <table border="1" data-bbox="1159 963 1957 1279"> <thead> <tr> <th>Generation Source</th> <th>Offered Capacity in MW</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>..... MW</td> </tr> <tr> <td>2</td> <td>.....MW</td> </tr> <tr> <td>...</td> <td></td> </tr> <tr> <td>Total of all <b>Generation Sources</b></td> <td>.....MW</td> </tr> </tbody> </table>	Generation Source	Offered Capacity in MW	1	..... MW	2	.....MW	...		Total of all <b>Generation Sources</b>	.....MW
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S. No	Existing Provision	Revised Provision																								
21.	<b>4.10 Format for Financial bid</b>	<b>4.10 Format for Financial bid</b> [A new bullet to be added at the end] • Distance of Coal Block to Power Station __ km.																								
22.	<b>4.10 Format for Financial bid</b>	In the table, Scenario 7 to be added from column no. 4 to 15.																								
23.	<b>4.10 Format for Financial bid</b> <table border="1" data-bbox="262 565 1127 1060"> <thead> <tr> <th data-bbox="262 565 478 760">Quoted Non Escalable Energy Charges</th> <th data-bbox="478 565 695 760">Quoted Escalable Energy Charges</th> <th data-bbox="695 565 911 760">Quoted Non Escalable Energy Charges</th> <th data-bbox="911 565 1127 760">Quoted Escalable Energy Charges</th> </tr> </thead> <tbody> <tr> <td data-bbox="262 760 478 982">(Rs./ kWh) for Scenario 1, 2, 5, 6</td> <td data-bbox="478 760 695 982">(Rs./ kWh) for Scenario 1, 2, 5</td> <td data-bbox="695 760 911 982">(USD/ kWh) for Scenario 3, 4</td> <td data-bbox="911 760 1127 982">(USD/ kWh) for Scenario 3, 4</td> </tr> <tr> <td data-bbox="262 982 478 1060">(6)</td> <td data-bbox="478 982 695 1060">(7)</td> <td data-bbox="695 982 911 1060">(8)</td> <td data-bbox="911 982 1127 1060">(9)</td> </tr> </tbody> </table>	Quoted Non Escalable Energy Charges	Quoted Escalable Energy Charges	Quoted Non Escalable Energy Charges	Quoted Escalable Energy Charges	(Rs./ kWh) for Scenario 1, 2, 5, 6	(Rs./ kWh) for Scenario 1, 2, 5	(USD/ kWh) for Scenario 3, 4	(USD/ kWh) for Scenario 3, 4	(6)	(7)	(8)	(9)	<b>4.10 Format for Financial bid</b> <table border="1" data-bbox="1157 565 1967 1060"> <thead> <tr> <th data-bbox="1157 565 1373 802">Quoted Non Escalable Energy Charges</th> <th data-bbox="1373 565 1589 802">Quoted Escalable Energy Charges</th> <th data-bbox="1589 565 1806 802">Quoted Non Escalable Energy Charges</th> <th data-bbox="1806 565 1967 802">Quoted Escalable Energy Charges</th> </tr> </thead> <tbody> <tr> <td data-bbox="1157 802 1373 997">(Rs./ kWh) for Scenario 1, 2, 6</td> <td data-bbox="1373 802 1589 997">(Rs./ kWh) for Scenario 1, 2</td> <td data-bbox="1589 802 1806 997">(USD/ kWh) for Scenario 3, 4,5</td> <td data-bbox="1806 802 1967 997">(USD/ kWh) for Scenario 3, 4,5</td> </tr> <tr> <td data-bbox="1157 997 1373 1060">(6)</td> <td data-bbox="1373 997 1589 1060">(7)</td> <td data-bbox="1589 997 1806 1060">(8)</td> <td data-bbox="1806 997 1967 1060">(9)</td> </tr> </tbody> </table>	Quoted Non Escalable Energy Charges	Quoted Escalable Energy Charges	Quoted Non Escalable Energy Charges	Quoted Escalable Energy Charges	(Rs./ kWh) for Scenario 1, 2, 6	(Rs./ kWh) for Scenario 1, 2	(USD/ kWh) for Scenario 3, 4,5	(USD/ kWh) for Scenario 3, 4,5	(6)	(7)	(8)	(9)
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S. No	Existing Provision			Revised Provision		
			the Bidder)			the Bidder)
	1	Primary fuel  (Insert as applicable: “Domestic coal/ Imported coal/ Domestic (pipeline) gas/ Imported gas (R-LNG)”)		1	Primary fuel  (Insert as applicable: “Domestic coal/ Imported coal/ Domestic (pipeline) gas/ Imported gas (R-LNG)”)	
	2	Fuel source  (Insert as applicable: “Coal India Limited (CIL) coal linkage/ domestic captive coal mine/ imported coal/ domestic (pipeline) gas/ imported gas (R-LNG)”)		2	Fuel source  i) (Insert as applicable: “Coal India Limited (CIL) coal linkage/ domestic captive coal mine/ imported coal/ domestic (pipeline) gas/ imported gas (R-LNG)”)  ii) <b>distance of coal source from Power Station</b>	
25.	<b>Section 5</b>			<b>Section 5</b>  <b>5 xiii. <u>Illustration for meeting the requirement of land criteria under Clause 2.1.2.2 (a)</u></b>		
<b>Power Purchase Agreement (PPA)</b>						
26.	<b>Article 3.1.1</b>  <b><i>[The following Article to be inserted only in case of long term procurement]</i></b> The Seller agrees and undertakes to duly perform and complete the following activities at the Seller’s own cost and risk within ..... (.....)			<b>Article 3.1.1</b>  <b><i>[The following Article to be inserted only in case of long term procurement]</i></b> The Seller agrees and undertakes to duly perform and complete the following activities at the Seller’s own cost and risk within		

S. No	Existing Provision	Revised Provision
	<p>months [<i>Procurer/Authorised Representative to allow for a minimum of <b>ten (10) months</b></i>] from the Effective Date, unless such completion is affected by any Force Majeure event or due to the Procurers' failure to comply with their obligations under Article 3.2.1 of this Agreement, or if any of the activities is specifically waived in writing by the ..... [<i>Insert "Procurer" in case of single Procurer or "Procurers jointly" in case of multiple Procurers</i>]:</p> <p>a) The ..... [<i>Insert "Seller shall have executed the Fuel Supply Agreement and have provided the copy of the same to the Procurer(s)" if Seller is NOT a Trading Licensee, or insert "Seller shall ensure that the Developer has executed the Fuel Supply Agreement and further ensure that a copy of the same is provided to the Procurer(s)" if Seller is a Trading Licensee</i>] [<i>this condition shall not be included in case the generation source, chosen by the Seller is a captive coal-mine based thermal plant or a hydro-electric plant</i>]</p>	<p>..... (.....) months [<i>Procurer/Authorised Representative to allow for a minimum of <b>twelve (12) months</b></i>] from the Effective Date, unless such completion is affected by any Force Majeure event or due to the Procurers' failure to comply with their obligations under Article 3.2.1 of this Agreement, or if any of the activities is specifically waived in writing by the ..... [<i>Insert "Procurer" in case of single Procurer or "Procurers jointly" in case of multiple Procurers</i>]:</p> <p>a) <b>Deleted</b></p>
27.	4.2.1	<p>Add new clause 4.2.1 (i)</p> <p><b>"Execution of the Fuel Supply Agreement and providing the copy of the same to the Procurer(s) at least 18 months prior to the Scheduled Delivery Date" if Seller is NOT a Trading Licensee, or insert "Seller to ensure that the Developer(s) has executed the Fuel Supply Agreement and further ensure that a copy of the same is provided to the Procurer(s) at</b></p>



S. No	Existing Provision	Revised Provision
		<p><b>least 18 months prior to the Scheduled Delivery Date.</b></p> <p>.</p> <p><b>Where fuel is gas, the GSPA should have been signed as per the Government of India guidelines or before scheduled delivery date."</b></p>
28.	<p><b>14.3.1.1</b> Where any Dispute (i) arises from a claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, or (ii) relates to any matter agreed to be referred to the Appropriate Commission under Article 4.9.1, 10.3 and 15.3 ..... <i>[Insert "or Clause 12.9.4 of Schedule 12 hereof" in case Successful Bidder requests for substitution rights of the Lenders to be provided]</i>, such Dispute shall be submitted to adjudication by the Appropriate Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.</p>	<p><b>14.3.1.1 (a)</b> Where CERC is the Appropriate Commission, any Dispute arising from a claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, shall be submitted to adjudication by the Appropriate Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.</p> <p><b>14.3.1.1 (b)</b> Where SERC is the Appropriate Commission, all disputes between the Procurers and the Seller shall be referred to SERC.</p>
29.	<p><b>Article 14.3.2.1</b></p> <p>If the Dispute arises out of or in connection with any claims not covered in Article 14.3.1.1, such Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 and the Rules of the Indian Council of Arbitration, in accordance with the process specified in this Article. In the event of such Dispute remaining unresolved as</p>	<p><b>Article 14.3.2.1</b></p> <p>If the Dispute arises out of or in connection with any claims not covered in Article <b>14.3.1.1 (a)</b>, such Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 and the Rules of the Indian Council of Arbitration, in accordance with the process specified in this Article. In the event of such</p>

S. No	Existing Provision	Revised Provision
	referred to in Article 14.2.1.3 hereof, any party to such Dispute may refer the matter to Registrar under the Rules of the Indian Council of Arbitration.	Dispute remaining unresolved as referred to in Article 14.2.1.3 hereof, any party to such Dispute may refer the matter to Registrar under the Rules of the Indian Council of Arbitration.
30.	<p><b>Schedule 4</b></p> <p><i>[In case the Seller has chosen gas-based plants having domestic (pipeline) gas, as source for its supply of power]</i></p> <p><b>Clause 4.2.3.4</b></p> <p>The Monthly Energy Charges (in Rupees) for Month “m” shall be calculated as under:</p> $MEP_m = AEO_m * MEP_n$ <p>where:</p> <p>a) <math>MEP_m</math> is the Monthly Energy Charges for Month m (in Rs.);</p> <p>b) <math>AEO_m</math> is the Scheduled Energy for the Month m (in kWh); and</p> <p>c) <math>MEP_n</math> is the Energy Charge, in Rs/ kWh, and is expressed as below:</p> <p><math>MEP_n</math> is the sum of the following:</p>	<p><b>Schedule 4</b></p> <p><i>[In case the Seller has chosen gas-based plants having domestic (pipeline) gas, as source for its supply of power]</i></p> <p><b>Clause 4.2.3.4</b></p> <p>The Monthly Energy Charges (in Rupees) for Month “m” shall be calculated as under:</p> $MEP_m = AEO_m * MEP_n$ <p>where:</p> <p>a) <math>MEP_m</math> is the Monthly Energy Charges for Month m (in Rs.);</p> <p>b) <math>AEO_m</math> is the Scheduled Energy for the Month m (in kWh); and</p> <p>c) <math>MEP_n</math> is the Energy Charge, in Rs/ kWh, and is expressed as below:</p> <p><math>MEP_n</math> is the sum of the following:</p>

S. No	Existing Provision	Revised Provision
	<p>(i) Payable Escalable Energy Charges (MEEPn),</p> <p>(ii) Payable Escalable Inland Transportation Charges (MEITPn ),</p> <p>(iii) Payable Non Escalable Energy Charges (MNEEPn) and</p> <p>(iv) Payable Non Escalable Inland Transportation Charges (MNEITPn)</p> <p>for the Contract Year “n” in which Month “m” occurs and computed as mentioned hereunder:</p> <p>where:</p> $MEEPn = QMEEPn * p(EE)/q(EE)$ $MEITPn = QMEITPn * p(IT)/q(IT)$ <p>where:</p> <p>a) QMEEPn for the first Contract Year in which month “m” occurs is the Quoted Escalable Energy Charges (in Rs/ kWh) as per Schedule 8 and for subsequent Contract Years it shall be taken as at the end of the previous Contract Year (n-1);</p> <p>b) QMEITPn for the first Contract Year in which month “m” occurs is the Quoted Escalable Inland Transportation Charges (in Rs/ kWh) as per Schedule 8 and for subsequent Contract Years it shall be taken as at the end</p>	<p>(i) Payable Escalable Energy Charges (MEEPn),</p> <p>(ii) Payable Escalable Inland Transportation Charges (MEITPn ),</p> <p>(iii) Payable Non Escalable Energy Charges (MNEEPn) and</p> <p>(iv) Payable Non Escalable Inland Transportation Charges (MNEITPn)</p> <p>for the Contract Year “n” in which Month “m” occurs and computed as mentioned hereunder:</p> <p>where:</p> $MEEPn = QMEEPn * p(EE)/q(EE) * FX$ $MEITPn = QMEITPn * p(IT)/q(IT)$ <p>where:</p> <p>a) QMEEPn for the first Contract Year in which month “m” occurs is the Quoted Escalable Energy Charges (in USD/ kWh) as per Schedule 8 and for subsequent Contract Years it shall be taken as at the end of the previous Contract Year (n-1);</p> <p>b) QMEITPn for the first Contract Year in which month “m” occurs is the Quoted Escalable Inland Transportation Charges (in Rs/ kWh) as per Schedule</p>

S. No	Existing Provision	Revised Provision
	<p>of the previous Contract Year (n-1);</p> <p>c) p(EE) is the Escalation Index at the beginning of the Month “m” for Energy Charges and escalated as per Schedule 6 (expressed as a number);</p> <p>d) q(EE) is the Escalation Index for Energy Charges as per Schedule 6 (expressed as a number);</p> <p>e) p(IT) is the Escalation Index at the beginning of the Month “m” for Inland Transportation Charges and escalated as per Schedule 6 (expressed as a number); and</p> <p>f) q(IT) is the Escalation Index for Inland Transportation Charges escalated as per Schedule 6 (expressed as a number).</p> <p>MNEEP<sub>n</sub> is the Payable Non Escalable Energy Charges of the Contract Year “n” in which Month “m” occurs expressed in Rs/ kWh and is equal to the Quoted Non Escalable Energy Charges of the Contract Year “n” in which Month “m” occurs, as provided in Schedule 8</p> <p>MNEITP<sub>n</sub> is the Payable Non Escalable Inland Transportation Charges of the Contract Year “n” in which Month “m” occurs expressed in Rs/ kWh and is equal to the Quoted Non Escalable Inland Transportation Charges of the Contract Year “n” in which Month “m” occurs, as provided in Schedule 8.</p>	<p>8 and for subsequent Contract Years it shall be taken as at the end of the previous Contract Year (n-1);</p> <p>c) p(EE) is the Escalation Index at the beginning of the Month “m” for Energy Charges and escalated as per Schedule 6 (expressed as a number);</p> <p>d) q(EE) is the Escalation Index for Energy Charges as per Schedule 6 (expressed as a number);</p> <p>e) p(IT) is the Escalation Index at the beginning of the Month “m” for Inland Transportation Charges and escalated as per Schedule 6 (expressed as a number); and</p> <p>f) q(IT) is the Escalation Index for Inland Transportation Charges escalated as per Schedule 6 (expressed as a number).</p> <p><b>g) FX shall be the simple average of SBI TT buying rate (for Rs/ US\$) for last fifteen (15) days prior to the first day of the Month “m” for which such exchange rates are published by SBI</b></p> <p><b>MNEEP<sub>n</sub> = QMNEEP<sub>n</sub> * FX</b></p> <p>a) <b>QMNEEP<sub>n</sub></b> is the Quoted Non Escalable Energy Charges of the Contract Year “n” in which Month “m” occurs expressed in USD/ kWh and is equal to the Quoted Non Escalable Energy Charges of the Contract Year “n” in which Month “m” occurs, as</p>

S. No	Existing Provision	Revised Provision
		<p>provided in Schedule 8</p> <p><b>b) FX</b> shall be the simple average of SBI TT buying rate (for Rs/ US\$) for last fifteen (15) days prior to the first day of the Month “m” for which such exchange rates are published by SBI.</p> <p><b>MNEITP<sub>n</sub></b> is the Payable Non Escalable Inland Transportation Charges of the Contract Year “n” in which Month “m” occurs expressed in Rs/ kWh and is equal to the Quoted Non Escalable Inland Transportation Charges of the Contract Year “n” in which Month “m” occurs, as provided in Schedule 8.</p>
31.	-	<p><b>Schedule 4</b></p> <p><b><u>[Add New clause 4.2.3.7 ]</u></b></p> <p><b><i>[Select in case of Seller has chosen blended coal (domestic coal-based plants having captive coal block or linkage based coal and imported coal), as source for its supply of power]</i></b></p> <p><b><u>Clause 4.2.3.7</u></b></p> <p>The Monthly Energy Charges (in Rupees) for Month “m” (MEP<sub>m</sub>) in the year ‘n;’ shall be calculated as under:</p>

S. No	Existing Provision	Revised Provision
		<p><b>MEPm = MEPmd + MEPmi</b></p> <p>Where:</p> <p>a) MEPmd is the Monthly Energy Charges for Month m (in Rs.);</p> <p>b) MEPmi is the Monthly Energy Charges for Month m (in Rs.);</p> <p><b>(A) For Domestic coal</b></p> <p>MEPmd = AEOm * MEPnd</p> <p>where:</p> <p>c) AEOm is the Scheduled Energy for the Month m (in kWh); and</p> <p>d) MEPnd is the Energy Charge, in Rs/ kWh, and is expressed as below:</p> <p>MEPnd is the sum of the following:</p> <p>(i) Payable Escalable Energy Charges (MEEPn),</p> <p>(ii) Payable Escalable Inland Transportation Charges (MEITPn ),</p> <p>(iii) Payable Non Escalable Energy Charges (MNEEPn) and</p> <p>(iv) Payable Non Escalable Inland Transportation Charges (MNEITPn)</p> <p>for the Contract Year “n” in which Month “m” occurs and</p>

S. No	Existing Provision	Revised Provision
		<p>computed as mentioned hereunder:</p> <p>where:</p> $MEEP_n = QMEEP_n * p(EE)/q(EE)$ $MEITP_n = QMEITP_n * p(ET)/q(ET)$ <p>where:</p> <p>a) <math>QMEEP_n</math> for the first Contract Year in which month “m” occurs is the Quoted Escalable Energy Charges as per Schedule 8 and for subsequent Contract Years it shall be taken as at the end of the previous Contract Year (n-1);</p> <p>b) <math>QMEITP_n</math> for the first Contract Year in which month “m” occurs is the Quoted Escalable Inland Transportation Charges as per Schedule 8 and for subsequent Contract Years it shall be taken as at the end of the previous Contract Year (n-1);</p> <p>c) <math>p(EE)</math> is the Escalation Index as per Schedule 6 at the beginning of Month “m” (expressed as a number);</p> <p>d) <math>q(EE)</math> is the Escalation Index as per Schedule 6 (expressed as a number);</p> <p>e) <math>p(ET)</math> is the Escalation Index for Inland Transportation Charges as per Schedule 6 at the</p>

S. No	Existing Provision	Revised Provision
		<p>beginning of Month “m” (expressed as a number);</p> <p>f) q(ET) is the Escalation Index for Inland Transportation Charges as per Schedule 6 (expressed as a number);</p> <p>g) MNEEP<sub>n</sub> is the Payable Non Escalable Energy Charges of the Contract Year “n” in which Month “m” occurs expressed in Rs/ kWh and is equal to the Quoted Non Escalable Energy Charges of the Contract Year “n” in which Month “m” occurs, as provided in Schedule 8; and</p> <p>h) MNEITP<sub>n</sub> is the Payable Non Escalable Inland Transportation Charges of the Contract Year “n” in which Month “m” occurs expressed in Rs/ kWh and is equal to the Quoted Non Escalable Inland Transportation Charges of the Contract Year “n” in which Month “m” occurs, as provided in Schedule 8.</p> <p><b>(B) For Imported Coal</b></p> <p>The Monthly Energy Charges (in Rupees) for Month “m” shall be calculated as under:</p> <p><b>MEP<sub>mi</sub> = AEOM * MEP<sub>ni</sub></b></p> <p>where:</p> <p>a) AEOM is the Scheduled Energy for the Month m (in kWh); and</p>



S. No	Existing Provision	Revised Provision
		<p>b) MEP<sub>n</sub> is the Energy Charge, in Rs/ kWh, and is expressed as below:</p> <p>MEP<sub>n</sub> is the sum of the following:</p> <ul style="list-style-type: none"> <li>(i) Payable Escalable Energy Charges (MEEP<sub>n</sub>),</li> <li>(ii) Payable Escalable Overseas Transportation Charges (MEOTP<sub>n</sub>),</li> <li>(iii) Payable Escalable Inland Transportation Charges (MEITP<sub>n</sub>),</li> <li>(iv) Payable Escalable Fuel Handling Charges (MEFHP<sub>n</sub>),</li> <li>(v) Payable Non Escalable Energy Charges (MNEEP<sub>n</sub>),</li> <li>(vi) Payable Non Escalable Overseas Transportation Charges (MNEOTP<sub>n</sub>),</li> <li>(vii) Payable Non Escalable Inland Transportation Charges (MNEITP<sub>n</sub>), and</li> <li>(viii) Payable Non Escalable Fuel Handling Charges (MNEFHP<sub>n</sub>)</li> </ul> <p>for the Contract Year “n” in which Month “m” occurs and computed as mentioned hereunder:</p> <p><b>MEEP<sub>n</sub> = QMEEP<sub>n</sub> * p/q * FX</b></p> <p>where:</p> <p>a) QMEEP<sub>n</sub> for the first Contract Year in which month “m” occurs is the Quoted Escalable Energy Charges as per Schedule 8 (in US\$/ kWh) and for subsequent</p>

S. No	Existing Provision	Revised Provision
		<p>Contract Years it shall be taken as at the end of the previous Contract Year (n-1);</p> <p>b) p is the Escalation Index at the beginning of the Month “m” and escalated as per Schedule 6;</p> <p>c) q is the Escalation Index as per Schedule 6;</p> <p>and</p> <p>d) FX shall be the simple average of SBI TT buying rate (for Rs/ US\$) for last fifteen (15) days prior to the first day of the Month “m” for which such exchange rates are published by SBI.</p> <p><b>MEOTPN = QMEOTPN * p(OT) / q(OT) * FX</b></p> <p>where:</p> <p>a) QMEOTPN for the first Contract Year in which month “m” occurs is the Quoted Escalable Overseas Transportation Charges as per Schedule 8 (in US\$/ kWh) and for subsequent Contract Years it shall be taken as at the end of the previous Contract Year (n-1);</p> <p>b) p(OT) is the Escalation Index at the beginning of the Month “m” for Overseas Transportation Charges and escalated as per Schedule 6 (expressed as a number);</p> <p>c) q(OT) is the Escalation Index for Overseas</p>

S. No	Existing Provision	Revised Provision
		<p>Transportation Charges as per Schedule 6(expressed as a number); and</p> <p>d) FX shall be the simple average of SBI TT buying rate (for Rs/ US\$) for last fifteen (15) days prior to the first day of the Month “m” for which such exchange rates are published by SBI.</p> <p><b>MEITP<sub>n</sub> = QMEITP<sub>n</sub> * p(IT) / q(IT)</b></p> <p>where:</p> <p>a) QMEITP<sub>n</sub> for the first Contract Year in which month “m” occurs is the Quoted Escalable Inland Transportation Charges as per Schedule 8 (in Rs/ kWh) and for subsequent Contract Years it shall be taken as at the end of the previous Contract Year (n-1);</p> <p>b) p(IT) is the Escalation Index at the beginning of the Month “m” for Inland Transportation Charges and escalated as per Schedule 6 (expressed as a number);</p> <p>c) q(IT) is the Escalation Index for Inland Transportation Charges as per Schedule 6 (expressed as a number); and</p> <p><b>MEFHP<sub>n</sub> = QMEFHP<sub>n</sub> * p(FH) / q(FH)</b></p> <p>where:</p>

S. No	Existing Provision	Revised Provision
		<p>a) QMEFHP<sub>n</sub> for the first Contract Year in which month “m” occurs is the Quoted Escalable Fuel Handling Charges as per Schedule 8 (in Rs/ kWh) and for subsequent Contract Years it shall be taken as at the end of the previous Contract Year (n-1);</p> <p>b) p(FH) is the Escalation Index at the beginning of the Month “m” for Fuel Handling Charges and escalated as per Schedule 6 (expressed as a number); and</p> <p>c) q(FH) is the Escalation Index for Fuel Handling Charges as per Schedule 6 (expressed as a number).</p> <p><b>MNEEP<sub>n</sub> = QMNEEP<sub>n</sub> * FX</b></p> <p>where:</p> <p>a) QMNEEP<sub>n</sub> is the Quoted Non Escalable Energy Charges of the Contract Year “n” in which Month “m” occurs expressed in US\$/ kWh and is equal to the Quoted Non Escalable Energy Charges of the Contract Year “n” in which Month “m” occurs, as provided in Schedule 8; and</p> <p>b) FX shall be the simple average of SBI TT buying rate (for Rs/ US\$) for last fifteen (15) days prior to the first day of the Month “m” for which such exchange rates are published by SBI.</p> <p><b>MNEOTP<sub>n</sub> = QMNEOTP<sub>n</sub> * FX</b></p>

S. No	Existing Provision	Revised Provision
		<p>where:</p> <p>a) QMNEOTP<sub>n</sub> is the Quoted Non Escalable Overseas Transportation Charges of the Contract Year “n” in which Month “m” occurs expressed in US\$/ kWh and is equal to the Quoted Non Escalable Overseas Transportation Charges of the Contract Year “n” in which Month “m” occurs, as provided in Schedule 8; and</p> <p>b) FX shall be the simple average of SBI TT buying rate (for Rs/ US\$) for last fifteen (15) days prior to the first day of the Month “m” for which such exchange rates are published by SBI.</p> <p><b>MNEITP<sub>n</sub></b> is the Payable Non Escalable Inland Transportation Charges of the Contract Year “n” in which Month “m” occurs expressed in Rs/ kWh and is equal to the Quoted Non Escalable Inland Transportation Charges of the Contract Year “n” in which Month “m” occurs, as provided in Schedule 8.</p> <p><b>MNEFHP<sub>n</sub></b> is the Payable Non Escalable Fuel Handling Charges of the Contract Year “n” in which Month “m” occurs expressed in Rs/ kWh and is equal to the Quoted Non Escalable Fuel Handling Charges of the Contract Year “n” in which Month “m” occurs, as provided in Schedule 8.</p>

**Format 5.13**

**Illustration for meeting the requirement of land criteria under Clause 2.1.2.2 (a)**

Considering that the Requirement of land as indicated in the proposal filed with the competent authority for seeking environmental clearance is **100 Acres**, then;

<b>Possible Scenarios</b>	<b>Requirement to be met</b>
In case the total land is being acquired under the Land Acquisition Act, 1894	Notification under Section 4 of the Land Acquisition Act, 1894 for the total land (100 Acres) should be available
In all other cases i.e. the total land is proposed to be procured through allotment/ lease (lease period more than the life of power plant)/ ownership/ vesting	Documentary evidence for at least <b>one-third</b> of the area of land should be available.
In case say 30% of the total land is being acquired under the Land Acquisition Act, 1894 and the balance 70% of the total land is proposed to be procured through allotment/ lease (lease period more than the life of power plant)/ ownership/ vesting	Notification under Section 4 of the Land Acquisition Act, 1894 for the 30 Acres of land should be available and Documentary evidence for allotment/ lease (lease period more than the life of power plant)/ ownership/ vesting for at least one-third of the balance 70 Acres of land should be available