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| | | Utility wherein Supplier shall be replaced with Aggregator where ever applicable. |
| 2. | **RFQ 1.2.13 Lumpsum Tariff**<br><br>The Bidder shall quote a Base Variable Charge comprising the generating cost of electricity, the transmission charges and the transmission losses. Based on its Bid, a lumpsum tariff shall be paid to the Supplier comprising of (a) a Base Variable Charge, and (b) a Base Fixed Charge, as per the provisions of Clause 12.3.1 of the APP. The Tariff shall be revised as per the terms of the APP. The Bid for the Project shall, therefore, comprise the Base Fixed Charge and the Base Variable Charge and the Bidder seeking the lowest Tariff shall be the Selected Bidder.] | **RFQ 1.2.13 Lumpsum Tariff**<br><br>The Bidder shall quote a Base Variable Charge comprising the generating cost of electricity, the transmission charges and the transmission losses. Based on its Bid, a lumpsum tariff shall be paid to the Supplier comprising of (a) a Base Variable Charge, and (b) a Base Fixed Charge, as per the provisions of Clause 12.3.1 of the APP. The Tariff shall be revised as per the terms of the APP. The Bid for the Project shall, therefore, comprise the Base Fixed Charge and the Base Variable Charge and the Bidder seeking the lowest Tariff shall be the Selected Bidder.<br>In this Section A, the term "Lowest Bidder" shall mean the Bidder who is offering the lowest Tariff.<br>It is clarified that the Bidder shall be paid only Fixed Charge and Variable Charge comprising generating cost of electricity only (At interconnection Point i.e. from the Power Station to the nearest CTU). ISTS and Tamil Nadu intra-state transmission charges and losses shall be to the account of the Utility. The Bidder shall quote ISTS transmission charges and ISTS transmission losses as provided by the |

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| | | Utility. Bidder connected to Tamil Nadu STU system transmission charges and transmission losses shall be zero.<br>The Bidder shall consider all cost and charges, except as provided herein, in the quoted Tariff. |
| 3. | **RFQ -2.2 Eligibility of Bidders**<br>2.2.1 For determining the eligibility of Bidders for their pre-qualification hereunder, the following shall apply:<br>(a) The Bidder should be a corporate entity;<br>(b) The Bidder should either be the owner and operator of the Power Station from where electricity shall be supplied [or a Trading Licensee;<br>(c) In case of Bidder being a Trading Licensee, such Trading Licensee should have executed a power purchase agreement or an equivalent arrangement with the Developer for atleast the Capacity for which the Application has been made]; | **RFQ -2.2 Eligibility of Bidders**<br>2.2.1 For determining the eligibility of Bidders for their pre-qualification hereunder, the following shall apply:<br>(a) The Bidder should be a corporate entity;<br>(b) The Bidder should be the owner and operator of the Power Station from where electricity shall be supplied;<br>(c) The Applicant should not have an existing power purchase agreement for the quantum of power quoted under this Bid;<br>(d) Commercial Operation Date (COD) of the Power Station should be on or before the Bid Due Date. |
| 4. | **RFQ 2.2 Eligibility of Bidders**<br>2.2.1 (d) the Power Station has access to an assured supply of Fuel; | **RFQ 2.2 Eligibility of Bidders**<br>2.2.1 (d) the Power Station has access to an assured supply of Fuel; An Undertaking or commitment letter for firm fuel arrangement for supply of power may be submitted by Bidders. |

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| 5. | **RFQ Article 2.2.2 (A)**<br>For demonstrating technical capacity and experience (the "**Technical Capacity**"), the Applicant shall own and be responsible for operation of Power Station having an installed capacity **equivalent to the twice of the capacity** for which the Bidder is willing to Bid. | **RFQ Article 2.2.2 (A)**<br>For demonstrating technical capacity and experience (the "**Technical Capacity**"), the Applicant shall own and be responsible for operation of Power Station having an installed capacity atleast equivalent to the capacity for which the Bidder is willing to Bid. |
| 6. | **RFQ Article 2.2.2 (B)**<br>**Financial Capacity**: The Bidder shall have a minimum Net Worth (the **"Financial Capacity"**) equivalent to Rs. 1 crore (Rs. one crore) per MW of the capacity the Bidder is willing to Bid, at the close of the preceding financial year. Bidders shall not be allowed to increase their capacity at e-Reverse Auction Stage or L1 Matching round greater than for which Financial Capacity has been demonstrated. | **RFQ Article 2.2.2 (B)**<br>Deleted. |
| 7. | **Agreement for Procurement of Power (APP)**<br>**Article 3.1.1**<br>…….Provided that at any time 3 (three) months, prior to the expiry of the Contract Period specified herein above, the Parties may with mutual agreement extend the Contract Period for such further period as they may determine, | **Agreement for Procurement of Power (APP)**<br>**Article 3.1.1**<br>Deleted. |

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| | but not exceeding the lower of 25% (twenty five per cent) of initial contract period or one year whichever is lower. | |
| 8. | **Agreement for Procurement of Power (APP)**<br>**Article 5.5 Obligations relating to transmission charges**<br><br>The Supplier shall be liable for payment of all charges, due and payable under Applicable Laws, for inter-state and intra-state transmission of electricity from the Point of Grid Connection to the Delivery Point. For the avoidance of doubt, the Parties expressly agree that inter-state and intra-state transmission of electricity shall be undertaken solely at the risk and cost of the Supplier and all liabilities arising out of any failure of inter-state and intra-state transmission shall, subject to the provisions of Clause 11.4.4, be borne by the Supplier. The Parties further agree that the obligation of the Supplier to pay the regulated charges for transmission of electricity shall be restricted to the tariffs and rates applicable on the Bid Date for and in respect of the Contracted Capacity and any differential arising from revision of the regulated tariffs and rates thereafter shall be payable or | **Agreement for Procurement of Power (APP)**<br>**Article 5.5 Obligations relating to transmission charges**<br><br>5.5.1 The Supplier shall be liable for payment of all charges, due and payable under Applicable Laws, for intra-state transmission of electricity from the Power Station to the point of interconnection with the inter-state transmission system.<br><br>5.5.2 The Aggregator shall be liable for payment of all charges, due and payable under Applicable Laws, for inter-state transmission of electricity up to the Delivery Point. |

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| | recoverable, as the case may be, by the Utility. The Parties also agree that the regulated charges applicable for transmission of electricity referred to hereinabove as on the Bid Date shall be deemed to be Rs. ....... (Rupees ................) for and in respect of the Contracted Capacity$, which charges shall at all times be due and payable by the Supplier. | |
| 9. | **Agreement for Procurement of Power (APP)**<br>**Article 5.6 Obligations relating to transmission losses**<br><br>5.6.1 The Supplier shall be liable for the transmission losses in all inter-state and intrastate transmission of electricity from the Point of Grid Connection to the Delivery Point. For the avoidance of doubt, the Parties expressly agree that transmission of electricity shall be undertaken solely at the risk and cost of the Supplier and all liabilities arising out of any transmission losses on inter-state and intra-state transmission lines shall be borne by the Supplier. The Parties further agree that the obligation of the Supplier to bear the transmission losses shall be restricted to the level of losses | **Agreement for Procurement of Power (APP)**<br>**Article 5.6 Obligations relating to transmission losses**<br><br>5.6.1 The Supplier shall be liable for the transmission losses in all intra -state transmission of electricity from the Power Station to the point of interconnection with the inter-state transmission system.<br>5.6.2 The Aggregator shall be liable for the transmission losses in all inter-state transmission of electricity up to the Delivery Point. |

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| | determined by the Central Commission as on the Bid Date for this Project and any differential (higher or lower) arising from revision in the level of losses thereafter by the Central Commission shall be borne by the Utility.<br><br>5.6.2 The Supplier represents and warrants that it has ascertained and assessed the applicable transmission losses from the Point of Grid Connection to the Delivery Point as determined by the Appropriate Commission for and in respect of the Bid Date, and expressed in the form of their proportion to the electricity supplied hereunder at the Point of Grid Connection. The Supplier acknowledges, agrees and undertakes that the product of such transmission losses (expressed in kWh) and the Tariff shall be due and payable by the Supplier to the Utility and shall be adjusted in the relevant Monthly Invoice. For the avoidance of doubt and by way of illustration, the Parties agree that if the transmission losses in any month are equivalent to 1 (one) lakh units and the Tariff payable for that month is Rs. 3 (Rupees three) per kWh, an amount of Rs. 3,00,000/- (Rupees three lakh) shall be due and payable by the Supplier to | |

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| | the Utility and shall be adjusted in the Monthly Invoice for that month. | |
| 10. | **Agreement for Procurement of Power (APP)**<br>**Article 5.7 Obligations relating to SLDC and RLDC charges**<br>The Supplier shall be liable for payment of all the charges, due and payable under Applicable Laws by the Supplier to the SLDC and RLDC for and in respect of all its supplies to the Utility. | **Agreement for Procurement of Power (APP)**<br>**Article 5.7 Obligations relating to SLDC and RLDC charges**<br>5.7.1 The Supplier shall be liable for payment of all the charges, due and payable under Applicable Laws by the Supplier to the SLDC and RLDC for and in respect of all its supplies to the Aggregator.<br>5.7.2 In the interim period till MTOA becomes operational, the Utility shall have the right to schedule power on Short Term Open Access (STOA) basis. Further, the Aggregator ensure that the Utility shall obtain the STOA and shall be liable for payment of all charges, due and payable under Applicable Laws in respect of STOA including Application Fee, SLDC, RLDC charges etc. |
| 11. | **Agreement for Procurement of Power (APP)**<br>**Article 9.1.1 Performance Security**<br>The Supplier shall, for the performance | **Agreement for Procurement of Power (APP)**<br>**Article 9.1.1 Performance Security**<br>The Supplier shall, for the performance of |

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| | of its obligations hereunder, provide to the Utility no later than 30 (thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Schedule Bank for a sum equivalent to Rs. ***** crore (Rupees ***** crore)4 in the form set forth in Schedule-B (the "Performance Security") for a period of 6 (six) months. | its obligations hereunder, provide to the Aggregator no later than 30 (thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Schedule Bank for a sum equivalent to Rs. ***** crore (Rupees ***** crore)4 in the form set forth in Schedule-B (the "Performance Security") upto expiry of the Agreement. |
| 12. | **Agreement for Procurement of Power (APP)**<br>**Article 10.3 Substitute Supply**<br>In the event the Availability of the Power Station is reduced on account of scheduled maintenance, unscheduled maintenance, shortage of Fuel or Force Majeure, the Supplier may, with prior consent of the Utility, which consent the Utility may deny in its sole discretion or convey acceptance with such conditions as it may deem fit, supply electricity from any alternative source, and such supply shall, for payment of Fixed Charge and Variable Charge, be deemed to be supply under and in accordance with the provisions of this Agreement. For the avoidance of doubt, the Parties agree that in the event the Utility rejects any supply of electricity offered here under from an alternative source, the | **Agreement for Procurement of Power (APP)**<br>**Article 10.3 Substitute Supply**<br>In the event the Availability of the Power Station is reduced on account of scheduled maintenance, unscheduled maintenance, shortage of Fuel or Force Majeure, the Supplier may, with prior consent of the Aggregator, which consent the Aggregator may deny in its sole discretion or convey acceptance with such conditions as it may deem fit, supply electricity from any alternative source, and such supply shall, for payment of Fixed Charge and Variable Charge, be deemed to be supply under and in accordance with the provisions of this Agreement. Provided that Aggregator shall have the right to refuse supply of power through alternate source without any liability on the payment of Fixed Charge to Supplier and the Aggregator |

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| | Supplier shall be deemed to be in compliance with this Agreement for the purpose of determination of Availability and payment of Fixed Charge. | shall not claim compensation/damages from Supplier for non-supply or non-availability of power station for such duration. |
| 13. | **Agreement for Procurement of Power (APP)**<br>**Article 11.3 Fixed Charge**<br>For determining the Fixed Charge due and payable to the Supplier, the Base Fixed Charge shall be revised annually to reflect 20% (twenty per cent) of the variation in WPI occurring between January 31 immediately preceding the Bid Date and January 31 immediately preceding the Accounting Year for which such revision is undertaken. For the avoidance of doubt and by way of illustration, if (a) the Bid Date occurs in March 2015; (b) the appointed date occurs in May 2019; and (c)WPI increases by 20% (twenty per cent) between January 31, 2015 and January 31, 2019, the Fixed Charge for the Accounting Year commencing from April 1, 2019 shall be 104% (one hundred and four per cent) of the Base Fixed Charge. | **Agreement for Procurement of Power (APP)**<br>**Article 11.3 Fixed Charge**<br>The Parties agree that the Fixed Charge payable for Availability shall be the Base Fixed Charge as provided in clause 11.2, which shall remain constant for the entire Contract Period. Fixed Charge is fifty percent of the total tariff which is inclusive of taxes and duties. |
| 14. | **Agreement for Procurement of Power (APP)**<br>**Article 11.4.4** | **Agreement for Procurement of Power (APP)**<br>**Article 11.4.4** |

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| | In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in transmission between the Point of Grid Connection and Delivery Point, Availability shall be deemed to be reduced and the Non-Availability arising as a consequence thereof shall, for the purposes of payment of Fixed Charge, be deemed to be Availability to the extent of 50% (fifty per cent) of the Non-Availability hereunder. Provided, however, that the Supplier may, in its sole discretion, Despatch the Power Station to the extent of full or part Non-Availability hereunder for supply to other Buyers, and to the extent of full or part Non-Availability hereunder for supply to other Buyers, and to the extent of such Despatch, the Utility shall not be liable to payment of any Fixed Charge due and payable in accordance with the provisions of this Clause 11.4.4…………. | In the event that any shortfall in supply of electricity to the Aggregator occurs on account of deficiency in transmission between the Point of Grid Connection and Delivery Point, Availability shall be deemed to be reduced in accordance with the provisions of Clause 11.5.2 and the Aggregator shall not be liable for payment of any Fixed Charge for the Non-Availability arising as a consequence thereof. |
| 15. | **Agreement for Procurement of Power (APP)**<br><br>**Article 11.4.5**<br><br>In the event that any short fall in supply of electricity to the Utility occurs on account of shortage of Fuel, Availability | **Agreement for Procurement of Power (APP)**<br><br>**Article 11.4.5**<br><br>In the event that any shortfall in supply of electricity to the Aggregator occurs on account of shortage of Fuel, Availability |

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| | shall be deemed to be reduced in accordance with the provisions of Clause 11.5.3. Provided, however, that the Non-Availability arising as a consequence of shortage of Fuel caused by any event of Force Majeure shall, for the purpose of payment of Fixed Charge, be deemed to be availability to the extent of 30% (thirty per cent) of the Non-Availability hereunder. | shall be deemed to be reduced in accordance with the provisions of Clause 11.5.3. Provided, however, that the Aggregator shall not be liable to payment of any Fixed Charge for the Non-Availability arising as a consequence of shortage of Fuel. |
| 16. | **Agreement for Procurement of Power (APP)**<br>**Article 11.6.2**<br>In the event that Availability in any month is less than the Normative Availability, the Fixed Charge for such month shall be reduced to the extent of shortfall in Normative Availability and in addition, any reduction below the Normative Availability shall be multiplied by a factor of 0.25 (zero point two five) to determine the Damages payable for such reduction in Availability. For the avoidance of doubt, the Parties agree that the Damages to be deducted for any reduction in Normative Availability shall be 25% (twenty five per cent) of the Fixed Charge which is reduced on account of shortfall in Availability below Normative availability. | **Agreement for Procurement of Power (APP)**<br>**Article 11.6.2**<br>In the event that Availability in any month is less than the Normative Availability, the Fixed Charge for such month shall be reduced to the extent of shortfall in Normative Availability and in addition, for any reduction below the Normative Availability, the Aggregator shall pay 100% of the Fixed Charges to the Utility as Damages payable for such reduction in Availability.<br>For the avoidance of doubt, the Parties agree that the Damages to be deducted for any reduction in Normative Availability shall be 100% (One Hundred percent) of the Fixed Charge which is reduced on account of shortfall in Availability below |