

**Amendments in RFP documents issued by MUPL dated 01-10-2011 for MTPP of 30-170 MW (±20) MW for supply period of FY 2012-13 to 2015-16.**

MUPL had filed the Petition to Hon'ble GERC for seeking approval for deviations in Standard Bidding Documents issued by Ministry of Power, Govt. of India. Hon'ble GERC vide their order dated 09-01-2012 (Case No. 1139/2011) has approved the deviations in RFP documents.

Amendments as directed in Hon'ble GERC order are as under:

**Request for proposal (RFP)**

Clause	Clause as per SBD	Revised Clause
1.3.1	Further, all Bidders shall indicate the source of power generation from where the Contracted Capacity would be delivered and the type of fuel which shall be used. Supply of power is permitted from operational power plants or from power plants proposed to be commissioned on or before the Scheduled Delivery Date, subject to availability of reliable power over the term of the PPA.	Further, all Bidders <u>(Except Utility Company(ies) willing to supply power through Trading licensee)</u> shall indicate the source of power generation from where the Contracted Capacity would be delivered and the type of fuel which shall be used. Supply of power is permitted from <u>Utility Companies</u> , operational power plants or from power plants proposed to be commissioned on or before the Scheduled Delivery Date, subject to availability of reliable power over the term of the PPA. <u>All the above transaction can be through Trading Licensee.</u>

1.3.1(2)	<p>30 MW to 170 MW as per Annexure – I for <i>base load</i> supply of power.</p> <table border="1" data-bbox="338 331 1227 708"> <thead> <tr> <th>Sr. No</th> <th>Period</th> <th>2012-13</th> <th>2013-14</th> <th>2014-15</th> <th>2015-16</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>April to June</td> <td>30</td> <td>45</td> <td>95</td> <td>170</td> </tr> <tr> <td>2</td> <td>July to September</td> <td>30</td> <td>60</td> <td>105</td> <td>170</td> </tr> <tr> <td>3</td> <td>October to December</td> <td>35</td> <td>65</td> <td>120</td> <td>170</td> </tr> <tr> <td>4</td> <td>January to March</td> <td>35</td> <td>70</td> <td>135</td> <td>170</td> </tr> </tbody> </table>	Sr. No	Period	2012-13	2013-14	2014-15	2015-16	1	April to June	30	45	95	170	2	July to September	30	60	105	170	3	October to December	35	65	120	170	4	January to March	35	70	135	170	<p>30 MW to 170 MW as per below Supply period.</p> <ul style="list-style-type: none"> <li>• Supply period -1: 30 MW</li> <li>• Supply period -2: 45 MW</li> <li>• Supply period -3: 95 MW</li> <li>• Supply period -4: 170 MW</li> </ul>
Sr. No	Period	2012-13	2013-14	2014-15	2015-16																											
1	April to June	30	45	95	170																											
2	July to September	30	60	105	170																											
3	October to December	35	65	120	170																											
4	January to March	35	70	135	170																											
1.3.1 (5)**	<p>01/04/2012 However, the Scheduled Delivery Date can be preponed on mutual consent of the Seller and the Procurer, subject to availability of transmission capacity, as per the provisions of the PPA.</p>	<ul style="list-style-type: none"> <li>• Schedule Delivery Date -1: April 1, 2012 to March 31, 2013</li> <li>• Schedule Delivery Date-2: April 1, 2013 to March 31, 2014</li> <li>• Schedule Delivery Date-3: April 1, 2014 to March 31, 2015</li> <li>• Schedule Delivery Date-4: April 1, 2015 to March 31, 2016</li> </ul>																														
2.1.2.2 (h)	<p>Not available in SBD</p>	<p><u>If the Bidder is Trading Licensee willing to supply Power from Utility Companies, Bankable PPA between Trading Licensee and Utility Company(ies) for the quantity of Power offered in the Bid may be</u></p>																														

		<u>required to submitted in lieu of Point (a) to (g) of Clause 2.1.2.2 mentioned above.</u>
2.4.1.1 (B) viii	Bidders shall have the option to quote firm Quoted Capacity Charges and / or firm Quoted Energy Charges for the term of the PPA, i.e. where the Quoted Escalable Capacity Charges and / or Quoted Escalable Energy Charges shall be 'nil' for all the Contract Years.	Bidders to <u>quote firm Quoted Capacity Charges</u> for the term of the PPA, i.e. the Quoted Escalable Capacity Charges and or Quoted Escalable Energy Charges shall be 'nil' for all the Contract Years.
2.7.1	The aggregate equity share holding of the ..... <i>[Insert Lead Member in case the Successful Bidder is a Bidding Consortium OR the Successful Bidder in case the Successful Bidder is a Bidding Company]</i> in the issued and paid up equity share capital of the Seller shall not be less than the following: a) Fifty one percent (51%) from Effective Date up to a period of ..... (.....) years <i>[Procurer / Authorized Representative to insert number of years]</i> after commencement of supply of power; and b) Twenty Six (26%) for a period of ..... (.....) years <i>[Procurer / Authorized Representative to insert number of years]</i> thereafter.	The aggregate equity share holding of the ..... <i>[Insert Lead Member in case the Successful Bidder is a Bidding Consortium OR the Successful Bidder in case the Successful Bidder is a Bidding Company]</i> in the issued and paid up equity share capital of the Seller shall not be less than the following:  a) Deleted and b) Twenty Six (26%) <u>for the supply period</u>
Format 4.7 (Format of Undertaking) Clause 11	We confirm that the Financial Bid(s) conform(s) to all the conditions in the RFP including: a) Ratio of minimum and maximum Quoted Capacity Charges during the Contract Years for which Tariff has been quoted in Format 4.10 of the Bid is not less than zero point seven (0.7) as provided in Clause 2.4.1.1(B)(x) of the RFP.	We confirm that the Financial Bid(s) conform(s) to all the conditions in the RFP including: (a) <u>Deleted.</u>

## Power Purchase Agreement (PPA)

Clause	Clause as per SBD	Revised Clause
Definition	<p><b>Quoted Non Escalable Energy Charges:</b>            [In case of Fuel being other than imported coal/ imported R-LNG] shall have the meaning as ascribed thereto in Column 8 of Schedule 8 of this Agreement;</p> <p>[In case of Fuel being imported coal/ imported R-LNG] shall have the meaning as ascribed thereto in Column 6 of Schedule 8 of this Agreement;</p>	<p>This is as per the SBD; however considering it as an typographical error in the SBD, the Clause shall be modified as follows:</p> <p>The definition shall be modified as follows:            [In case of Fuel being other than imported coal/ imported R-LNG] shall have the meaning as ascribed thereto in <b>Column 6</b> of Schedule 8 of this Agreement;</p> <p>[In case of Fuel being imported coal/ imported R-LNG] shall have the meaning as ascribed thereto in <b>Column 8</b> of Schedule 8 of this Agreement;</p>
3.1.1**	<p>The Seller agrees and undertakes to duly perform and complete the following activities at the Seller's own cost and risk within ..... (.....) Months [<i>Insert number of months, as applicable</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</p>	<p>The Seller agrees and undertakes to duly perform and complete the following activities at the Seller's own cost and risk <b>by 1<sup>st</sup> April, 2012 in case of Supply Period 1 and within twelve(12) Months from the Effective Date in case of Supply Period 2, 3, &amp; 4</b> 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</p>

	<p>specifically waived in writing by the .....  <i>[Insert "Procurer" in case of single Procurer or "Procurer(s) jointly" in case of multiple Procurers]:</i></p>	<p>activities is specifically waived in writing by the Procurer.</p> <p>Similarly, Clause 3.2.1** shall be modified as below:  The Procurer agrees and undertakes to duly perform and complete the following activities at the Procurer's own cost and risk <b><u>by 1<sup>st</sup> April, 2012 in case of Supply Period 1 and within twelve(12) Months from the Effective Date in case of Supply Period 2,3 &amp; 4</u></b> from the Effective Date, unless such completion is affected by any Force Majeure event or due to the Seller's failure to comply with their obligations under Article 3.1.1 of this Agreement or if any of the activities is specifically waived in writing by the Seller.</p> <p><u>Note: However for 1<sup>st</sup> Supply Period the Seller may be allowed for arranging Short Term Open Access for a period of 5 months from the effective date.</u></p>
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4.1.1**	The Seller shall be responsible to commence supply of power up to the Aggregated Contracted Capacity by the Scheduled Delivery Date in accordance with the provisions of this Agreement, which is 01/04/2012	The Seller shall be responsible to commence supply of power up to the Aggregated Contracted Capacity by the Scheduled Delivery Date in accordance with the provisions of this Agreement, which is <u>01/04/2012 for supply period -1, 01/04/2013 for supply period -2, 01/04/2014 for supply period -3, and 01/04/2015 for supply period -4.</u>
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\*\* MUPL has sought separate approval from Hon'ble GERC for the Clause 1.3.5 (5) of RFP & Clauses 3.1.1., 3.2.1, & 4.1.1 of PPA which are pending for approval.

**Revised Time Line is as under:**

Event	Dates
Date of issue of RFP	NA
Submission of written clarification/amendments if any, on the RFP / RFP Documents by the Bidders.	NA
Pre-Bid Meeting(s) (if required)	NA
Revision of RFP and RFP Documents (if required) and issuance of revised RFP and RFP Documents	30-Jan-12
Bid submission and opening of Non Financial Bid	15-Mar-12
Opening of Financial Bid of Qualified Bidders	30-Mar-12
Shortlisting of Successful Bidder(s) and issue of LOI	09-Apr-12
Signing of RFP Documents	29-Apr-12