

**MADHYA PRADESH ELECTRICITY REGULATORY COMMISSION**  
**BHOPAL**

**Sub: In the matter of petition under Section 86(1) of the Electricity Act 2003 read with clause 4 of the Guidelines issued by the Government of India Ministry of Power vide resolution dated 6<sup>th</sup> March,2019 seeking approval of the deviations in Model Bidding Documents for Long Term Procurement of Electricity from Thermal Power Stations set up on Design, Build, Finance, Own and Operate (DBFOO) basis and sourcing fuel as provided under Model Bidding Documents including allocation of coal under B(I), B(III) and B(IV) SHAKTI (Scheme for Harnessing and Allocating Koyala Transparently in India) Policy.**

**Petition No 36/2019**

**ORDER**

**(Date of Hearing: 26<sup>th</sup>December' 2019)**

**(Date of Order: 27<sup>th</sup> December'2019)**

**The Managing Director**

M.P. Power Management Co. Ltd. (MPPMCL)  
Shakti Bhawan, Rampur, Jabalpur – 482 008

- **Petitioner**

Shri Aashish Bernard, Advocate and Shri Deepak Vyas, Sr. GM appeared on behalf of the petitioner.

The petitioner, MPPMCL had filed the subject petition under Section 86(1) of the Electricity Act, 2003 read with clause 4 of the Guidelines issued by the Government of India, Ministry of Power vide resolution dated 6<sup>th</sup> March, 2019 for approval of the deviations in Model Bidding Documents for Long Term Procurement of power from Thermal Power Station to be set up on Design, Build, Finance, Own and Operate (DBFOO) basis and sourcing fuel as provided under Model Bidding Documents including allocation of coal under B (I), B(III) and B(IV) of SHAKTI (Scheme for Harnessing and Allocating Koyala (Coal) Transparently in India) Policy.

2. The subject petition was filed pursuant to Commission's order dated 17.09.2019 in IA No. 03/2019 in petition No. 27 of 2019 wherein the petitioner has been allowed to commence the process of procuring 1320 MW power through competitive bidding route subject to outcome of the main petition. The aforementioned petition No. 27 of 2019 has been filed with this Commission by the petitioner seeking in-principle approval for procurement of additional 3960 MW power up to FY 2028-29 to ensure continuity of 24X7 power supply in the state.

3. Vide Commission's order dated 24<sup>th</sup> September' 2019 in the subject petition, the deviations from the Model Bidding Document (issued by the Ministry of Power) in "Request

for Qualification” (RFQ) document as filed by the petitioner were approved by the Commission with the directions to petitioner to ensure filing of Corrigendum if any, issued after holding pre-application conference in the subject matter. The petitioner filed the following documents subsequently:

- (i) Vide letter No. 05-01/1347 dated 04.10.2019, M.P. Power Management Co. Ltd. filed the copy of the corrigendum to the RFQ document alongwith the rationale for corrigendum in each clause of RFQ. The petitioner also filed the copy of the Applicant’s queries and the response of the petitioner to all such queries.
- (ii) Vide letter No. 05-01/1385 dated 14.10.2019, the petitioner filed a copy of modified Appendix VI of the Request for Proposal (RFP) regarding details of allocated coal linkage.
- (iii) Vide letter No. 05-01/1409 dated 18.10.2019, the petitioner filed another corrigendum dated 18.10.2019 with regard to revision of application due and date of announcement of pre-qualified applicants as part of RFQ.
- (iv) Vide letter No. 05-01/1489 dated 01.11.2019, MPPMCL submitted that a Corrigendum to RFQ has been issued by it on 01.11.2019 with regard to definition of New Power Station or Power Station or Project. The copy of aforesaid Corrigendum was also enclosed by MPPMCL.
- (v) Vide its letter No. 05-01/1509 dated 06.11.2019, the petitioner filed the deviations from Model Bidding Document in its PSA document and Revised PSA document along with the statement indicating rationale for each deviation.

4. Vide order dated 08<sup>th</sup> November, 2019, the Commission accorded approval, in terms of clause 4 under terms and conditions of the Guidelines issued by the Government of India, Ministry of Power vide resolution dated 6<sup>th</sup> March, 2019, to the deviations in RFP and PSA from the Model Bidding Documents as filed by the petitioner.

5. The petitioner has filed additional submission on 20.12.2019 in the same matter seeking approval on further deviations in RFP and PSA from the Model Bidding Documents in view of one Corrigendum issued by it on 05.12.2019 and deviations considered on the Bidders’ queries. The petitioner has broadly submitted the following in the instant submission:

- (i) *“The Petitioner most respectfully submits that in view of the fact that developing a project within the State would generate investment & employment opportunities, generate tax, ED & Cess revenue for the State and avoid transmission cost for the state, State Government of Madhya Pradesh decided setting up of new power project within the State of MP for meeting the future power requirement of the State. Hence, certain deviations were required in the MBD in order to invite a State-specific bid. Accordingly, a petition*

(No. 36 of 2019) was filed before this Hon'ble Commission for approval of the deviations in the Model Bid Documents. Hon'ble Commission has been kind enough to approve the deviations vide Orders dated 24.09.2019 in the RfQ and dated 08.11.2019 in RfP and PSA documents (**Annexure - 5**). The Bidding Documents i.e. RfP and PSA incorporating the deviations as approved by the Hon'ble Commission vide aforementioned Orders are attached as **Annexure - 6**.

- (ii) It is most respectfully submitted that subsequent to approval of the deviations in the RfP and PSA documents and selection of the qualified bidder on the basis of the evaluation of the RfQ bid, the RfP and PSA documents incorporating the deviations as approved by this Hon'ble Commission were issued on DEEP Portal to the qualified bidders on 14.11.2019.
- (iii) It is most respectfully submitted that provisions in the PSA viz. (i) the obligations of the Utility (Article 6) with regard to Rehabilitation & Resettlement of the persons affected by the construction of power plant and (ii) Default Escrow Agreement under payment security mechanism, required to be amended suo-moto so as to take care of MPPMCL interests in long term. As per the bid schedule stipulated in RfP document the last date for receiving queries was 09.12.2019 and the pre-bid conference was scheduled on 17.12.2019. Since, the bidders would require to submit their queries by 09.12.2019, it was considered apt to issue the corrigendum with such amendments before 09.12.2019, so as the bidders would also be able to respond to the aforementioned issues within stipulated time schedule. Accordingly, a Corrigendum was issued and uploaded on the DEEP Portal. This Corrigendum is subject to approval of the Hon'ble Commission. The Corrigendum is attached as **Annexure - 7**.
- (iv) It may kindly be appreciated that the bidders' queries and the response of the Petitioner to these queries and also the suo-moto amendments as proposed by the Petitioner would lead to certain further deviations in the RfP and PSA documents as already modified on the basis of approved deviations by this Hon'ble Commission. A statement indicating deviations due to Bidders' queries & MPPMCL response therein and also due to suo-moto amendments with rationale is annexed as **Annexure - 8**.
- (v) It is submitted that in terms of the Guidelines issued by MoP for procurement of power under DBFOO competitive bidding process, approval of the Appropriate Commission is required in case any deviations are made to the Model Bidding Documents, save and

*except those modifications which are expressly permitted under the Model Bidding Documents. The relevant clause of the Guidelines is reproduced hereunder:*

*“...4. Any deviation from the Model Bidding Documents shall be made only with the prior approval of the Appropriate Commission. Provided, however, that any project specific modifications expressly permitted in the Model Bidding Documents shall not be construed as deviations from the Model Bidding Documents....”*

*(vi) It is most respectfully submitted that this Hon’ble Commission is the Appropriate Commission and has the power and jurisdiction to adjudicate on the present Petition under the provisions of the Electricity Act, 2003.*

*(vii) It is further submitted that in the matter of the petition No. 36 of 2019, the Petitioner had already most respectfully submitted that “The Revised Bid document would further be discussed with the Bidders and there may be some other changes as may be required based on the bidders responses for which the Petitioner will seek approval of the Hon’ble Commission separately.”*

*(viii) It is therefore, most respectfully submitted that with the above background, the present Petition is being filed for seeking approval of this Hon’ble Commission on deviations further proposed to be made to the Model Bidding Documents. Moreover, there are some other changes also which are mainly editorial or for removal of internal inconsistency in the documents.*

*(ix) It is submitted that for the convenience of this Hon’ble Commission, the Revised Bid documents i.e. RfP and PSA incorporating the above changes are attached for verification as **Annexure - 9**.*

*In view of the above-mentioned facts and submissions, the Hon’ble Commission may be pleased to:*

- a) Approve the deviations to the Model Bidding Documents i.e. RfP and PSA along with Corrigendum – 1 issued on 05.12.2019 and draft Corrigendum – 2 as requested herein.*

*b) Allow MPPMCL to file additional submissions at a subsequent stage regarding the deviations in the instant petition as may be required during the course of the hearings.*

*c) Pass any such orders or directions as this Hon'ble Commission may deem just and proper in the circumstances of the case.*

6. In light of the contents as mentioned above and in view of the prayer being sought by the petitioner for further approval of certain deviations in RFP and PSA in the same process of procuring 1320 MW power through competitive bidding route, the Petition No. 36 of 2019 has been reinstated to deal the issues comprehensively in single petition only. Accordingly, considering the application for urgent hearing in light of schedule of bidding process, the petition No. 36 of 2019 has been re-instated and fixed for hearing on 26.12.2019. During the hearing, Ld. Counsel of the petitioner submitted various reasons for issuing Corrigendum on 05.12.2019 and further deviations from Model Bidding Documents being sought in RFP and PSA in the subject matter. The petitioner was asked to file the statement of Bidder's queries and the response of the petitioner to all such queries. The aforesaid statement has been filed by the petitioner on 26.12.2019.
7. For approval in this Order, the Commission has taken on record the following documents:
- (i) Corrigendum-1 (Bid Stage) dated 05.12.2019 in PSA filed as **Annexure-7** by the petitioner.
  - (ii) The deviations in "Request for Proposal" (RFP) document and "Power Supply Agreement" (PSA) document from Model Bidding Document along with the statement of rationale for each deviation and the revised RFP document with seal and sign of OIC of the petitioner in this matter filed with the petition as **Annexure 8** on 20<sup>th</sup>December'2019

### **Deviations/ Changes in RFP Document**

8. On perusal of further deviations in RFP document for which the approval is being sought by the petitioner by its affidavit dated 18.12.2019, the Commission has observed that the deviations/changes in RFP from Model Bidding Document issued by Ministry of Power are broadly on the following reasons:
- (a) The Power Station consists of two Units of 660MW each and Synchronization and commercial operation will be done separately for each Unit. Therefore, separate COD schedule has been prescribed.

- (b) Considering the present scenario in the power sector, Bidders have requested for reduction in the Bid Security amount. Hence reduced upto the lowest level of Rs.3 Lakh/MW as prescribed in the SBD.
- (c) Being the first long term bidding under Shakti-B(iv) policy for coal allocation, Mock Bidding needs to be conducted by PFCCL as requested by all Bidders. The SBD provides for minimum 15 days' time to be given to the Bidders for submission of the Bid after amendments to the Bid Documents. Hence, Bid Due Date and subsequent dates have accordingly been changed.
- (d) The SBD has envisaged allocation of Coal from a single mine. But the allocation of Coal to the Government of M.P by CIL for this project has been given from six mines located at different places and having different grades of coal, of which five mines are having railway siding and one requires road transport to connect to the railway siding at far away location. Therefore, to capture the different transportation cost, different prices and grades of fuel, the concept of weighted average has been prescribed for the purpose of Bidding in the RFP as well as for the purpose of Payment in the PSA. The figures of weighted average price, weighted average freight, weighted average GCV, weighted average distance and weighted average price of washing, which has been considered by the Bidder for the purpose of calculation of fuel charge, has been sought in the Bid. These details are required for the purpose of payment of fuel charge during the course of implementation of the PSA
- (e) Clarity to the Bidder is to be provided about the cost components of the Coal and transportation which should be included or excluded for the purpose of calculation of Fuel Charge.
- (f) To provide information to the Bidders about the sources of supply of Coal beyond 2040-41 since the term of PSA is upto 30th anniversary from the Appointed Date.

### **Deviations in PSA Document**

- 9. On perusal of further deviations in PSA document for which the approval is being sought by the petitioner by its affidavit dated 18.12.2019, the Commission has observed that the deviations/changes in PSA from Model Bidding Document issued by Ministry of Power are broadly on the following counts;
  - (a) The Power Station consists of two Units of 660MW each and synchronization and commercial operation will be done separately for each Unit. Therefore, separate COD schedule has been prescribed.
  - (b) Considering the present scenario in power sector and the time required for Financial Closure & Land acquisition, Bidders have requested for extension of Conditions Precedent timeline from 18 months to 24 months. Time period for Financial Close has been made at par with other CPs. The effect of

increasing the period for satisfying the Condition Precedents from 18 to 24 months has been taken into account.

- (c) Option of contract period extension is provided to both the parties on issue of notice by other party.
- (d) Allocated Coal Linkages has been provided from various mines. Transportation through Rail may not be possible in all locations.
- (e) As there has been reduction in the value of bid security, the capping of the damages has been set to Performance Security in place of Bid Security.
- (f) Considering the present scenario in the power sector, the Bidders have requested for reduction in the Performance Security amount.
- (g) Signing of the Fuel Supply Agreement will be after satisfying Condition Precedents. Prior to that, only Letter of Assurance from Coal Supplier will be available.
- (h) Originally, SBD provided for recovery of 50% of Fixed Charge on the Utility for not fulfilling the obligation of making the Transmission System available before COD and also penalty (15% of Fixed Charge) for any other default by Utility. The petitioner does not foresee any other default other than making the Transmission System available. Hence, the recovery of 100% of Fixed Charge has been provided in the place to above two scenarios.
- (i) New Clause has been added for compliance of the statutory provisions with regards to Metering.
- (j) The Project given by WCL is from multiple mines, hence the average distance term has been used.
- (k) The method for payment for the Fixed Charge adopted by the Utilities, in general, is based on Cumulative Availability upto each month.
- (l) Late Payment Surcharge has been prescribed to match with MPERC regulations. Bidders have also requested for increase in the rate of surcharge for late payments. This LPS has been provided only for Tariff payments
- (m) The SBD has envisaged allocation of Coal from a single mine. But the allocation of Coal to the Government of M.P by CIL for this project has been given from six mines located at different places and having different grades of coal, of which five mines are having railway siding and one requires road transport to connect to the railway siding at far away location. Therefore to capture the different transportation cost, different prices and grades of fuel, the concept of weighted average has been prescribed for the purpose of Bidding in the RFP as well as for the purpose of Payment in the PSA. The figures of weighted average price, weighted average freight, weighted average GCV, weighted average distance and weighted average price of washing, which has been considered by the Bidder for the purpose of calculation of fuel charge, has been sought in the Bid. These details are required for the purpose of payment of fuel charge during the course of implementation of the PSA. Relevance of RFP is only upto the conclusion of

Bid Process. Therefore, the prices quoted by the Successful Bidder and the parameters used by such Bidder has been specified in the PSA.

- (n) GCV for computing Fuel Charge for the purpose of payment is to be considered based on 'As Received Basis'.
- (o) To avoid disputes between Supplier and Utility, with regard to determination of GCV, the responsibility of sampling and testing of Coal has been entrusted to an independent agency
- (p) In consequent to the removal of Escrow Mechanism, Bidders have requested to increase the Letter of Credit amount. Hence the limit for Letter of Credit has been marginally increased.
- (q) UI Regulations is replaced with prevailing DSM Regulations
- (r) Bidders have requested that project funding gets affected due to lower amount prescribed for Termination Payment. Therefore, Termination Payment is increased to bring parity for both cases – due to Supplier or Utility Default.
- (s) The term 'Carrying Cost' is not defined, thus modified to refer to the relevant Clause.
- (t) To incorporate GST in the Taxes.
- (u) Schedule regarding the Allocated Coal Linkage forming part of the RFP has been made part of the PSA, which is to be used during the course of implementation of PSA.
- (v) Bidders have requested that Banks are insisting for inclusion of Clause in the Bank Guarantee format as a summary statement.

**Deviation/changes in PSA vide Corringendum-1 dated 05.12.2019 issued by the petitioner**

10. On perusal of the deviations in PSA vide Corringendum-1 dated 05.12.2019 issued by the petitioner and annexed as **Annexure-7** with its submission by affidavit dated 18.12.2019 filed on 20.12.2019, it is observed that the deviations/changes in PSA from Model Bidding Document are broadly on the following counts:

- (a) The obligations of the Utility with regard to Rehabilitation and Resettlement of the persons affected by the construction of power plant
- (b) Default Escrow Agreement under payment security mechanism.
- (c) Deletion of certain definitions like Captive Mine, Coal Mine/Blocks. Deed of Hypothecation, Default Escrow Account, Default Escrow Agreement, Default Escrow Bank, Secured Obligations, Maximum Monthly payment, Minimum Monthly payment and Merchant Capacity in Article 39 of PSA.

11. The Commission has noted that the petitioner has also filed a few changes in RFP and PSA documents which do not fall under the category of Deviation in terms of Model Bidding Documents however, such changes are mainly editorial or for removal of internal inconsistency. The details of further deviations/changes in RFP and PSA documents filed with the Commission for approval in Annexure-8 of petition are enclosed as Annexure A-1 and Annexure B-1 as part of this Order.
12. In view of all aforesaid and considering the reasons explained by the petitioner during hearing in this matter, based on the rationale submitted by the petitioner for each deviations, the Commission in continuation of its Order dated 8<sup>th</sup> November'2019 hereby accords approval, in terms of clause 4 under terms and conditions of the Guidelines issued by the Government of India, Ministry of Power vide resolution dated 6<sup>th</sup> March, 2019, to the following deviations also:
- (i) The Deviations in RFP and PSA from the Model Bidding Documents as filed by the petitioner as Annexure-8 on 20.12.2019 by affidavit dated 18.12.2019.
  - (ii) Deviations in PSA made by the petitioner vide Corrigendum-1 dated 05.12.2019 which has been annexed as **Annexure-7** filed on 20.12.2019 by affidavit dated 18.12.2019.

Ordered accordingly.

**(Shashi Bhushan Pathak)**  
**Member**

**(Mukul Dhariwal)**  
**Member**

## Annexure A1

## DEVIATIONS IN RFP

Cl. No.	Deviations As Proposed By MPPMCL in RFP	Rationale for Change						
1.1.1	<p>The term “<b>New Power Station</b>” or “<b>Power Station</b>” or “<b>Project</b>” means Units of the generating station of which the construction is commenced after the Date of Letter of Award (LoA) and grid synchronization, commissioning and COD of its Units are achieved as per the terms of the Power Supply Agreement (PSA) and as described in Schedules A and B of the PSA-DBFOO. For the avoidance of doubt, it is clarified that construction for this purpose would mean that the Bidder has placed the order for supply of Boiler, Turbine and Generator package after the date of Letter of Award (LoA) and shall include Project Assets, Project Facilities, and the allocation of Allocated Coal which is linked to or attached with the Project.</p> <p>Brief particulars of the Project are as follows:</p> <table border="1"> <thead> <tr> <th>Installed Capacity (in MW)</th> <th>Capacity Required (in MW)</th> <th>Period when supply must commence</th> </tr> </thead> <tbody> <tr> <td>1320</td> <td>1230</td> <td>Unit#1 - 54 (Fifty-Four) months from Appointed Date Unit#2 - 60 (Sixty) months from Appointed Date</td> </tr> </tbody> </table>	Installed Capacity (in MW)	Capacity Required (in MW)	Period when supply must commence	1320	1230	Unit#1 - 54 (Fifty-Four) months from Appointed Date Unit#2 - 60 (Sixty) months from Appointed Date	<p>The Power Station consists of two Units of 660 MW each and Synchronization, Commissioning will be done separately for each Unit. Therefore, separate COD schedule has been prescribed.</p>
Installed Capacity (in MW)	Capacity Required (in MW)	Period when supply must commence						
1320	1230	Unit#1 - 54 (Fifty-Four) months from Appointed Date Unit#2 - 60 (Sixty) months from Appointed Date						
1.2.5	<p>A Bidder is required to deposit, along with its Bid, a bid security of Rs 36.90 Crores (Rupees Thirty Six Crore Ninety Lakh Only) (the "<b>Bid Security</b>"), refundable not later than 180 (One Hundred and Eighty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the PSA-DBFOO. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee as prescribed in Clause 2.20.1 of RFP-DBFOO. The demand draft shall be kept valid for a period not less than 180 (one hundred and eighty) days by submitting another demand draft before expiry of the existing demand draft and may be further extended as may be mutually agreed between the Utility and the Bidder</p>	<p>Considering the present scenario in the power sector, Bidders have requested for reduction in the Bid Security amount. Hence reduced upto the lowest level of Rs.3 Lakh/MW as prescribed in the SBD.</p>						

Cl. No.	Deviations As Proposed By MPPMCL in RFP	Rationale for Change																														
	from time to time. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Utility and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security																															
1.3	<p><b>Schedule of Bidding Process:</b></p> <p>The Utility shall endeavour to adhere to the following schedule:</p> <table border="1" data-bbox="375 646 1094 1381"> <thead> <tr> <th data-bbox="375 646 448 705"></th> <th data-bbox="448 646 773 705">Event Description</th> <th data-bbox="773 646 1094 705">Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="375 705 448 783">1.</td> <td data-bbox="448 705 773 783">Last date for receiving queries</td> <td data-bbox="773 705 1094 783">9<sup>th</sup> December 2019</td> </tr> <tr> <td data-bbox="375 783 448 842">2.</td> <td data-bbox="448 783 773 842">Pre-Bid Conference</td> <td data-bbox="773 783 1094 842">17<sup>th</sup> December 2019</td> </tr> <tr> <td data-bbox="375 842 448 919">3.</td> <td data-bbox="448 842 773 919">Utility response to queries latest by</td> <td data-bbox="773 842 1094 919">24<sup>th</sup> December 2019</td> </tr> <tr> <td data-bbox="375 919 448 1031">4.</td> <td data-bbox="448 919 773 1031">Mock Bidding</td> <td data-bbox="773 919 1094 1031">Date to be intimated separately</td> </tr> <tr> <td data-bbox="375 1031 448 1089">5.</td> <td data-bbox="448 1031 773 1089">Bid Due Date</td> <td data-bbox="773 1031 1094 1089">15<sup>th</sup> January 2020</td> </tr> <tr> <td data-bbox="375 1089 448 1148">6.</td> <td data-bbox="448 1089 773 1148">Opening of Bids</td> <td data-bbox="773 1089 1094 1148">15<sup>th</sup> January 2020</td> </tr> <tr> <td data-bbox="375 1148 448 1226">7.</td> <td data-bbox="448 1148 773 1226">Letter of Award (LOA)</td> <td data-bbox="773 1148 1094 1226">13<sup>th</sup> February 2020</td> </tr> <tr> <td data-bbox="375 1226 448 1304">8.</td> <td data-bbox="448 1226 773 1304">Validity of Bids</td> <td data-bbox="773 1226 1094 1304">120 days of Bid Due Date</td> </tr> <tr> <td data-bbox="375 1304 448 1381">9.</td> <td data-bbox="448 1304 773 1381">Signing of PSA-DBFOO</td> <td data-bbox="773 1304 1094 1381">13<sup>th</sup> March 2020</td> </tr> </tbody> </table>		Event Description	Date	1.	Last date for receiving queries	9 <sup>th</sup> December 2019	2.	Pre-Bid Conference	17 <sup>th</sup> December 2019	3.	Utility response to queries latest by	24 <sup>th</sup> December 2019	4.	Mock Bidding	Date to be intimated separately	5.	Bid Due Date	15 <sup>th</sup> January 2020	6.	Opening of Bids	15 <sup>th</sup> January 2020	7.	Letter of Award (LOA)	13 <sup>th</sup> February 2020	8.	Validity of Bids	120 days of Bid Due Date	9.	Signing of PSA-DBFOO	13 <sup>th</sup> March 2020	<p>Being the first long term bidding under Shakti-B(iv) policy for coal allocation, Mock Bidding needs to be conducted by PFCCCL as requested by all Bidders.</p> <p>The SBD provides for minimum 15 days time to be given to the Bidders for submission of the Bid after amendments to the Bid Documents. Hence, Bid Due Date and subsequent dates have accordingly been changed..</p>
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2.11.2	<p>The documents accompanying the Bid shall be placed in an envelope sealed and marked as “Enclosures of the Bid”. The documents shall include:</p> <ul style="list-style-type: none"> <li>(a) Bid Security in the format at Appendix–II;</li> <li>(b) Power of Attorney for signing of Bid in the format at Appendix–III;</li> <li>(c) If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix–IV; and</li> <li>(d) A copy of the draft PSA-DBFOO with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (b) hereinabove.</li> </ul>	<p>At the RFQ Stage, two Bidders have been pre-qualified subject to submission of certain specific documents prior to the submission of their Stage-II Bid. Therefore, this change has been made to ensure that this specific documents are submitted by them. Only on submission of these documents, their financial Bids shall be</p>																														

Cl. No.	Deviations As Proposed By MPPMCL in RFP	Rationale for Change
	<p>(e) If applicable, Joint Bidding Agreement for Consortium in the format at Appendix-IV of RFQ-DBFOO</p> <p>Specific documents, if applicable, required from the Bidders vide Letter of Invitation dated 14.11.2019.</p>	opened..
2.11.5	<p>The envelope shall be addressed to:</p> <p>ATTN. OF: Mr Rajeev Keskar</p> <p>DESIGNATION: CGM (Comm-2)</p> <p>ADDRESS:MP Power Management Company Limited, Regional Office, E-4, Opp. Bhojpur Club, Arera Colony, Bhopal, Madhya Pradesh 462016</p> <p>FAX NO: 0755-2423046</p> <p>E-MAIL ADDRESS: <a href="mailto:rajeev.keskar@mppmcl.com">rajeev.keskar@mppmcl.com</a></p> <p>The envelope specified in Clause 2.11.4 should reach the aforementioned address atleast three (3) days before the Bid Due Date failing which the Bid uploaded on the DEEP Portal shall not be opened. The Bidders are notified that in case of any discrepancy in the documents uploaded online at the DEEP Portal and the hard copies submitted in accordance with this Clause 2.11, the original documents submitted as “Enclosures of the Bid” shall prevail.</p>	<p>Enclosures of the Bid includes Original Bid Security and other original documents which needs to be verified before opening the Price Bids on the DEEP Portal. Therefore, three days prior submission of the documents &amp; Bid Security has been prescribed.</p> <p>The above Enclosure of the Bid does not include Price Bid. Price Bid Submission is only on the DEEP Portal and will be opened on the Bid Due Date &amp; Time.</p>
2.12.1	Bids should be submitted online latest by 1500 hours IST on the Bid Due Date and Enclosures of the Bid to be submitted as per the date and place specified in Clause 2.11.5 of this RFP-DBFOO.	
2.20.3	Any Bid not accompanied by the Bid Security shall be summarily rejected by the Utility as non-responsive and shall not be opened.	To bring more clarity. Refer to the rationale against Clause 2.11.5. This change is consequential to the above change.
APPENDIX – I (Letter comprising the Bid S. No. 16, 30)	# Refer Appendix-VII	To bring more clarity

Cl. No.	Deviations As Proposed By MPPMCL in RFP				Rationale for Change
APPENDIX – I (Letter comprising the Bid S.No: 24)	I/ We offer a Bid Security of Rs 36.90 Crores (Rupees Thirty Six Crore Ninety Lakh Only) to the Utility in accordance with the RFP-DBFOO Document.				Refer to the rationale against Clause 1.2.5. This change is consequential to the above change.
APPENDIX – I (Letter comprising the Bid S.No: 34)	<b>S.No.</b>	<b>Parameter</b>	<b>Unit</b>	<b>Value</b>	The SBD has envisaged allocation of Coal from a single mine. But the allocation of Coal to the Government of M.P by CIL for this project has been given from six mines located at different places and having different grades of coal, of which five mines are having railway siding and one requires road transport to connect to the railway siding at far away location. Therefore to capture the different transportation cost, different prices and grades of fuel, the concept of weighted average has been prescribed for the purpose of Bidding in the RFP as well as for the purpose of Payment in the PSA. The figures of weighted average price, weighted average freight, weighted average GCV, weighted average distance and weighted average price of washing, which has been considered by the Bidder for the purpose of calculation of fuel
1	Weighted Average of "As Delivered Price" <sup>£</sup> of coal at the loading point of the mine to be sourced from the mines as per Appendix VI	Rs./Tonne			
2	Weighted average GCV of Coal as delivered at the loading point of the mines as per Appendix-VI	kCal/kg			
3	Weighted Average Freight (inclusive of applicable taxes) payable to Indian Railways for transportation (applicable for full rake load) <sup>¥</sup>	Rs./Tonne			
4	Weighted Average CIL Cost of Washing (inclusive of applicable taxes)	Rs./Tonne			
5	Weighted Average distance from loading point of Mines to the proposed Plant location	Km			

<sup>¥</sup> Any penalties/damages payable by the Supplier for partial loading/over loading shall not form part of cost of Transportation

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		charge, has been sought in the Bid. These details are required for the purpose of payment of fuel charge during the course of implementation of the PSA.
APPENDIX – I (Letter comprising the Bid S.No: 34) Footnote updated	<p>§ Fixed Charges and Fuel Charges along with the components of Fuel Charge should be quoted upto three decimal places</p> <p>£Source specific price of CIL/Subsidiaries with all applicable taxes, levies and add-ons (surface transportation charges, sizing/crushing charges, rapid loading charges, and any other applicable charges of CIL/Subsidiaries). This shall not include any compensation for Short-delivery/short lifting and penalty/interest for delayed payments by the Supplier to Fuel Supplier.</p> <p>¥ Any penalties/damages for partial loading/over loading and demurrage payable by and attributable to the Supplier shall not form part of cost of Transportation</p>	To provide clarity to the Bidder about the cost components of the Coal and Transportation which should be included or excluded for the purpose of calculation of Fuel Charge.
APPENDIX – II (Bank Guarantee for Bid Security 1 <sup>st</sup> Paragraph)	In consideration of you, M.P. Power Management Company Limited, having its Registered Office at Shakti Bhawan Rampur, Jabalpur, M.P. India -482008, (hereinafter referred to as the “Utility”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ... (a company registered under the Companies Act, 1956/2013) and having its registered office at ... (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Project on DBFOO basis (hereinafter referred to as “the Project”) pursuant to the RFP-DBFOO Document dated ... issued in respect of the Project and other related documents including without limitation the draft Power Supply Agreement (“PSA- DBFOO”) (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ... and one of its branches at ... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with	Refer to the rationale against Clause 1.2.5. This change is consequential to the above change.

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	<p>Clause 2.1.8 of the RFP-DBFOO Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP-DBFOO Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Utility an amount of Rs 36.90 Crores (Rupees Thirty Six Crore Ninety Lakh Only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.</p>	
APPENDIX – II (Bank Guarantee for Bid Security S.No: 3)	<p>We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Utility is disputed by the Bidder or not, merely on the first demand from the Utility stating that the amount claimed is due to the Utility by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs 36.90 Crores (Rupees Thirty Six Crore Ninety Lakh Only).</p>	<p>Refer to the rationale against Clause 1.2.5. This change is consequential to the above change.</p>
APPENDIX – II (Bank Guarantee for Bid Security S.No: 13)	<p>For the avoidance of doubt, the Bank’s liability under this Guarantee shall be restricted to Rs 36.90 Crores (Rupees Thirty Six Crore Ninety Lakh Only). The Bank shall be liable to pay the said amount or any part thereof only if the Utility serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days from the Bid Due Date)].</p>	<p>Refer to the rationale against Clause 1.2.5. This change is consequential to the above change.</p>
APPENDIX – II (Bank Guarantee for Bid	<p>Notwithstanding anything to the contrary contained herein-</p> <p>i. Our liability under this Guarantee shall not exceed Rs. _ ... (Rupees ... only)</p>	<p>Bidders have requested that Banks are insisting for inclusion of this Clause in the Bank</p>

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Security S.No: 14 inserted)	ii. This Bank Guarantee shall be valid up to [...] (being the date of expiry of the guarantee) iii. The beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before [...] (being the date of expiry of claim period.)	Guarantee format as a summary statement. Moreover, this is repetition only clause and does not have any effect on the encashability of the Bank Guarantee. Hence, this note has been included.
APPENDIX – VI (Details of the Allocated Coal Linkage)	Note: The list of sources indicated herein are for the supplies proposed upto the year 2040-41. The supplies beyond 2040-41 shall also be under the source specific supply arrangement from the Existing/Future Projects adjoining to the proposed matrix and shall form the part of this Appendix. All indemnification/Bank guarantees under the Letter of Assurance/ Fuel Supply Agreement shall be provided by the Supplier to the CIL/ its subsidiaries .	To provide information to the Bidders about the sources of supply of Coal beyond 2040-41 since PSA term is for upto 30 <sup>th</sup> anniversary from the Appointed Date.
APPENDIX – VII (List of Bid- Specific Provisions)	<b>C. Appendices where curly brackets are used</b> 1. Appendix-I: Letter comprising the Bid: Paragraph 16, and Paragraph 30.  <b>Note:</b> The curly brackets should be removed after the provisions contained therein are suitably addressed by the Bidders. Said Paragraph can be omitted if not applicable	To correct the discrepancy.

**DEVIATIONS IN PSA**

<b>Clause</b>	<b>Deviation As Proposed By MPPMCL in PSA</b>	<b>Rationale for Change</b>
Recital E.	<Omitted>	This is a Condition Precedent as per Clause 4.1.3 (K). Hence deleted.
1.3	<b>Measurements and arithmetic conventions</b> All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down. Provided that calculation of Fixed Charges and Fuel Charges along with the components of Fuel Charge shall be done upto 3 (three) decimal places, with the fourth digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.	To bring more clarity and the financial implications for calculation of Fixed Charge and Fuel Charge are substantial.
3.2.1	In the event that extension of the Contract Period shall have become due under and in accordance with the provisions of this Agreement, the either Party shall, on receiving a notice from the other Party, extend the Supply Contract in accordance with the provisions of Clause 3.1.1.	Option of Contract Period Extension is provided to both the parties on issue of notice by other party.
3.2.2	<Omitted>	The Supplier is not liable to pay any penalty for not extending the Contract Period. To bring both the parties at par, so far as the Contract Period extension is concerned, hence deleted.
4.1.2 Condition Precedent	d. procured the consent of CIL/WCL for execution of Fuel Supply Agreement. e. executed and procured execution of the Substitution Agreement	Allocated Coal Linkages has been provided by WCL.
4.1.3	The Conditions Precedent required to be satisfied by the Supplier within a period of 24 (twenty four) months from the date of this Agreement shall be deemed to have been fulfilled when the Supplier shall have:  A. provided Performance Security to the Utility within the period prescribed in Clause 9.1.1 of	Considering the present scenario in power sector and the time required for Financial Closure & Land acquisition, Bidders have requested for extension of Conditions

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	this Agreement ;	Precedent timeline to 24 months from 18 months period. The draft Letter of Assurance for Coal also provides for completion of Financial Closure within 24 months from the Letter of Assurance.
4.1.3	Last proviso deleted.	Time period for Financial Close made at par with other CPs and time period for Performance Security already specified exclusively.
4.1.3 (K)	Obtained the letter of assurance, issued by CIL/ its Subsidiary (“ <b>Coal Supplier</b> ”) in the name of the Supplier for the supply on a linkage basis, [**] tonnes per annum of coal for the entire Term of this Agreement (“ <b>Letter of Assurance</b> ” appended herein as <b>Annexure 1</b> ) for the purposes of the Project.	As getting the LOA is one of the Conditions Precedent, LOA number cannot be quoted at the signing of PSA.
4.1.5 & 4.1.6	<p>4.1.4 Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.</p> <p>4.1.5 The Parties shall notify each other in writing at least once a fortnight on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.</p>	Renumbered Formatting Change
4.2	<p><b>Damages for delay by the Utility</b></p> <p>In the event that (i) the Utility does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof or the extended period provided in accordance with this agreement, and (ii) the delay has not occurred as a result of breach of this Agreement by the Supplier or due to Force Majeure, the Utility shall pay to the Supplier Damages in an amount calculated at the rate of 0.1%</p>	Clause 4.1.2 provides for extension of 180 days to the Utility for satisfying the Condition Precedents, hence the change is made in this Clause.

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	(zero point one per cent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum amount equal to the BidSecurity.	
4.3	<p><b>Damages for delay by the Supplier</b></p> <p>In the event that (i) the Supplier does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Utility or due to Force Majeure, the Supplier shall pay to the Utility Damages in an amount calculated at the rate of 0.3% (zero point three per cent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum amount equal to the Performance Security, and upon reaching such maximum, the Utility may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided that in the event of delay by the Utility in procuring fulfilment of the Conditions Precedent specified in Clause 4.1.2, no Damages shall be due or payable by the Supplier under this Clause 4.3 until the date on which the Utility shall have procured fulfilment of the Conditions Precedent specified in Clause4.1.2.</p>	Consequent to the reduction in the value of Bid Security, the capping of the damages has been set to Performance Security in place of Bid Security
4.4	<p><b>Commencement of Contract Period</b></p> <p>The date on which Financial Close is achieved and all the Conditions Precedent specified in Clause 4.1 are satisfied or waived, as the case may be, shall be the Appointed Date which shall be the date of commencement of the Contract Period. For the avoidance of doubt, the Parties agree that the Supplier may, upon occurrence of the Appointed Date hereunder, by notice convey the particulars thereof to the Utility, and shall thereupon be entitled to commence or complete construction on the Project and supply electricity.</p>	To bring more clarity
4.5	<p><b>Deemed Termination upon delay</b></p> <p>Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before the 3<sup>rd</sup> (third) anniversary of the</p>	This change is consequential to the increase in the period from 18 months to 24 months for satisfying the Condition

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Supplier under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Supplier, and the Power Supply Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Supplier, the Performance Security of the Supplier shall be encashed and appropriated by the Utility as Damages thereof.	Precedents under the Clause 4.1.3
5.2.2 & 5.2.3	<Numbering added>	Formatting Change
6.1.4	The Utility shall make available, the transmission system required for evacuation of power from the Point of Grid Connection at least 6 (six) months prior to the Scheduled Completion Date of first Unit.	This Clause relates to the primary obligations of the Utility. The penalty provision for non-fulfilment of the obligation has been provided in the Clause 14.1.1
9.1.1	The Supplier shall, for the performance of its obligations hereunder, provide to the Utility no later than 60 (sixty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 123.00 Crore (Rupees One Hundred and Twenty Three Crore) in the form set forth in Schedule-D (the “ <b>Performance Security</b> ”). Provided, however, that the Supplier may provide a Performance Security hereunder valid for a period of 60 (sixty) months with a claim period of 60 (sixty) days and shall, no later than 60 (sixty) days prior to the expiry thereof, substitute it by a like Performance Security, if required.	Considering the present scenario in the power sector, Bidders have requested for reduction in the Performance Security amount. Hence the Performance Security is reduced. In any case, the Bidders would factor in the cost of providing such high value Performance Security in the Fixed Charge to be quoted by them.
9.1.3	Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Supplier within a period of 60 (sixty) days from the date of this Agreement, the Utility may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Supplier under or arising out of this Agreement and the Letter of Assurance shall be deemed to have been waived by, and to have ceased with the concurrence of the Supplier, and this Agreement and	Signing of the Fuel Supply Agreement will be after satisfying Condition Precedents. Prior to that, only Letter of Assurance from Coal Supplier will be available. Hence this change has been made.

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	the Letter of Assurance, to the extent of Allocated Coal required for the Contracted Capacity, shall be deemed to have been terminated with the consent of the Supplier.	
9.3	<p><b>Release of Performance Security</b></p> <p>The Performance Security shall remain in force and effect until expiry of 3 (three) months after COD of both the Units of the Power Station, and shall be released upon the Performance Guarantee taking effect in accordance with the provisions of Clause 9.4. Until such time the Performance Guarantee comes into effect, the Performance Security shall remain in force and effect, and upon the Performance Guarantee coming into effect pursuant hereto, the Utility shall release the Performance Security to the Supplier.</p>	Performance Guarantee can be released only after the Supplier complying with its obligations for setting up the Installed Capacity of the Power Station.
9.4.1	<p><b>Performance Guarantee</b></p> <p>The Supplier shall, for the performance of its obligations hereunder during the Operation Period, be deemed to provide to the Utility upon occurrence of COD of the last Unit, an irrevocable and unconditional guarantee pursuant to the provisions of this Clause 9.4 (the “<b>Performance Guarantee</b>”), for a sum equivalent to the Fixed Charge due and payable by the Utility to the Supplier as on COD for Normative Availability in respect of a period of 15 (fifteen) days in accordance with the provisions of this Agreement. The Performance Guarantee shall constitute the first and exclusive charge on all amounts due and payable by the Utility to the Supplier, and the Utility shall be entitled to enforce the Performance Guarantee by making a deduction from the amounts due and payable by it to the Supplier in accordance with the provisions of Clause 9.5. For the avoidance of doubt, the Parties agree that no amounts shall be earmarked, frozen or withheld for securing payment of any potential Damages that may fall due at a subsequent date, and only the amounts which shall have become due and payable by the Supplier upon occurrence of Supplier Default shall be liable to appropriation hereunder.</p>	<p><b>Performance Security</b> provided in the Clause 9.1.1 is released only after the COD of the last Unit of the Power Station as per the Clause 9.3</p> <p>Therefore,</p> <p><b>Performance Guarantee</b> is provided post release of <b>Performance Security</b></p>
9.4.2	Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Guarantee is not effective or sufficient for meeting the obligations of the Supplier under this Agreement, the Utility may encash the Performance Security and appropriate the proceeds thereof as Damages for not meeting the obligations of the Supplier under this Agreement.	To bring more clarity and the Performance Guarantee is deemed to be provided instead of actual submission.

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
11.2.1	<p>The Supplier shall complete construction of the Power Station as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C. The 54 (Fifty Four) months and 60 (Sixty) months from the Appointed Date shall be the scheduled date for completion of Unit#1 and Unit#2 of the Power Station respectively (the “<b>Scheduled Completion Date</b>”). The Power Station shall be consisting of 2 (two) Units of 660 MW each and the Supplier agrees and undertakes that COD of the Unit(s) of the Power Station shall be achieved on or before the respective Scheduled Completion Date.</p>	<p>The Power Station consists of two Units of 660MW each and Synchronization, Commissioning will be done separately for each Unit. Therefore, separate COD schedule has been prescribed. The effect of increasing the period for satisfying the Condition Precedents from 18 to 24 months has been taken into account.</p>
11.2.2	<p>In the event that the Supplier fails to achieve COD within a period of 180 (One Hundred and Eighty) days from Scheduled Completion Date unless such failure has occurred due to Force Majeure or for reasons attributable to the Utility, it shall pay Damages to the Utility in a sum calculated at the rate of <u>0.25%</u> (zero point two <u>five</u> per cent) of the amount of Performance Security for delay of each day for the period beyond 180 (One Hundred and Eighty) days from the Scheduled Completion Date provided that in the event the Supplier agrees and undertakes to supply from an alternate source for the period beyond 180 (One Hundred and Eighty) days, the whole or part of the entitlement of the Utility from electricity that would have been produced from Contracted Capacity during the period between the Scheduled Completion Date and COD, and on the terms specified in this Agreement, the Damages payable under this Clause 11.2.2 shall be reduced in the same proportion that such supply shall bear to the Contracted Capacity. Provided that in case the Utility refuses to accept power supply from alternate source, the Damages as provided herein shall not be applicable for the period of such refusal. For the avoidance of doubt, the Parties agree that in the event the Power Station fails to achieve COD within 18 (Eighteen) months from the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Utility shall be entitled to terminate this Agreement and such termination shall constitute Supplier’s Default.</p>	<p>i. The period of 180 days (without levying penalty) has been provided beyond COD to consider the eventual delay (if any) in the completion of COD of any of the Units of the Power Station.</p> <p>ii. This Project is contracted with single Utility for full Contracted Capacity, hence “..entitlement of the Utility in supply from..” is deleted.</p> <p>iii. The discretion to accept the power from an alternative source has been retained with the Utility. Therefore, there is no justification for levying any penalty on the Supplier when Utility refuses to accept power</p>

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
		supply from alternate source. iv. Since Clause 14.2 has been deleted, the existing penalty of 0.2% has been revised to 0.25% in line with the value of Performance Security available and time period till Termination.
13.4.1 Synchronisation	At least 30 (thirty) days prior to the likely synchronisation of any Unit of the Power Station to the Grid, the Supplier shall notify the Utility's Engineer and the RLDC or SLDC, as the case may be, of its intent to undertake such synchronisation.	This change is consequential to the change in the Clause 11.2.1
13.4.2 Synchronisation	Subject to the provisions of Clause 13.4.1, the Unit(s) of the Power Station may be synchronised with the Grid when it meets all the conditions specified in the Grid Code and Applicable Laws.	This change is consequential to the change in the Clause 11.2.1
13.4.3 Synchronisation	The Utility shall accept and receive all infirm power generated during the testing and commissioning of new Unit of the Power Station. The infirm power shall be accounted as deviation and shall be paid for from the regional / state deviation settlement fund accounts in accordance with the Central Electricity Regulatory Commission (Deviation Settlement Mechanism and Related matters) Regulations, 2014, as amended from time to time or any subsequent re-enactment thereof, applicable for the year in which the concerned Unit/Power Station is synchronized or commissioned.	This change is consequential to the change in the Clause 11.2.1
13.5.2	<Numbered>	Formatting Change
14.1.1	The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be, shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "COD"). The Power Station or any Unit thereof	Originally, SBD provided for penalty (50% of Fixed Charge) on the Utility for not fulfilling the obligation of making the Transmission System available before COD and also penalty (15% of Fixed Charge) for any other default by

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	<p>shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station or any Unit thereof, as the case may be, is ready for COD and Supplier has given due notice to the Utility but COD is delayed due to non-availability of transmission system, the Utility shall pay to the Supplier from the Scheduled Completion Date or the date notified by the Supplier for COD, whichever is later, an amount equal to 100% (hundred percent) of the Fixed Charges based on Normative Availability as Damages for a period till the time transmission system is made available. The Parties further agree that for determination of Tariff under Article 21, COD of the both the Units shall be deemed to be the COD of the Power Station.</p>	<p>Utility. We do not envisage any other default other than making the Transmission System available. Hence, the penalty (100% of Fixed Charge) has been provided in the place to above two scenarios. Bidders have requested for payment of 100% Fixed Charge in case of delay in achieving COD due to non-availability of Transmission System. By the time the project has come to the stage of COD, they would have invested the total Capital Cost of the Project.</p>
14.2 Damages for Delay	<Omitted>	This change is consequential to the change in the Clause 11.2.2
15.11	<p><b>Modifications to the Power Station</b></p> <p>The Supplier shall not carry out any material modifications to the Power Station save and except where such modifications are necessary for the Power Station to operate in conformity with the Specifications and Standards, Maintenance Requirements and Applicable Laws; provided that the Supplier shall notify the Utility of the proposed modifications along with particulars thereof at least 15 (fifteen) days before commencing work on such modifications and shall reasonably consider any suggestions that the Utility may make within 15 (fifteen) days of receiving the Supplier's proposal.</p>	The services of Utility's Engineer has been provided only till construction period.
16.3 & 16.4	<p><b>16.3 &lt;Omitted&gt;</b> <b>16.4 Metering</b></p> <p>For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the Supplier and the Utility shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and the Grid Code. In addition, the</p>	New Clause has been added for compliance of the statutory provisions with regards to Metering

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	Supplier shall also allow and facilitate the STU/CTU in installation of one set of required main and standby special energy Meters for accurate recording of Electrical Output supplied by Supplier. For these STU/CTU Meters (110V, 1A, 4-wire), the Supplier shall provide the required connection from EHV current transformers/ bushing CTs/ Electromagnetic VTs on EHV side of all generator-transformers, station transformers and outgoing lines, of meter accuracy of 0.2S class or better. The Supplier may install any further Meters for its own comfort at its own cost.	
18.2	<p><b>Contracted Capacity</b></p> <p>Pursuant to the provisions of this Agreement, the Supplier shall dedicate a generating capacity of 1230 MW, at the Point of Grid Connection, to the Utility as the capacity contracted hereunder (the “<b>Contracted Capacity</b>”) and the Contracted Capacity shall at all times be operated and utilised in accordance with the provisions of this Agreement.</p>	To bring more clarity
19.1.2	19.1.1 <Omitted>	Formatting Change
20.1.1	The Supplier hereby agrees and undertakes that it shall achieve Financial Close within 24 (Twenty Four) months from the date of this Agreement and in the event of delay Supplier shall make payment of Damages to the Utility in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 24(Twenty Four) months shall be granted for a period not exceeding 270 (two hundred and seventy) days only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred as a result of any default or delay by the Utility in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder shall be in addition to the Damages due and payable under the provisions of Clause 4.3.	Considering the present scenario in power sector and the time required for Financial Closure, Bidders have requested for extension of Conditions Precedent timeline to 24 months from 12 months period. Provision for termination has been provided at the exhaustion of Performance Security. This change is also consequential to the change in the Clause 4.1.3.
20.2.2	Upon Termination under Clause 20.2.1, the Utility shall be entitled to encash the Performance Security and appropriate the proceeds thereof as Damages; provided, however, if Financial Close has not occurred due to Force Majeure or as a result of the Utility being in default of any of its obligations under Clause 4.1.2, it shall, upon Termination,	Bid Security would have been released by this time as in the Clause 20.2.1, therefore the reference to Bid Security has been removed.

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	release Performance Security, forthwith along with the Damages due and payable under Clause 4.2.	
21.2.2	In the event the Completion Certificate specifies a Station Heat Rate that is lower than the Station Heat Rate specified in Schedule-C, the Initial Fixed Charge shall be increased such that for every improvement of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause 21.2.1 shall be increased by 1.5% (one point five per cent) thereof. Provided, however, that in case the sources of Fuel are situated within an average distance of 100 (one hundred) kilometers of the Power Station, such increase shall be restricted to 1% (one per cent) and if the Fuel is procured from overseas or from the open domestic market, such increase shall be the lower of, (a) 2.5% (two point five per cent) for every improvement of 1% (one per cent); and (b) actual cost of transportation per kWh. For the purpose of calculation of SHR improvement percentage, any improvement in fraction of 1% shall be ignored. For illustration, an improvement of 1.55% in SHR shall be considered as 1%.	Coal Allocation for this Project given by WCL is from multiple mines, hence the average distance term has been used.
21.2.3	In the event the Completion Certificate specifies a Station Heat Rate that is higher than the Station Heat Rate specified in Schedule-C, the Initial Fixed Charge shall be decreased such that for every increase of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause 21.2.1 shall be decreased by 2% (two per cent) thereof. Provided, however, that in case the sources of Fuel are situated within an average distance of 100 (one hundred) kilometers of the Power Station, such decrease shall be restricted to 1.5% (one point five per cent) and if the Fuel is procured from overseas or from the open domestic market, such decrease shall be the lower of, (a) 3% (three per cent) for every reduction of 1% (one per cent) in SHR; and (b) actual cost of transportation per kWh. For the purpose of calculation of percentage increase in SHR, any increase in fraction of 1% shall be ignored. For illustration, an increase of 1.55% in SHR shall be considered as 1%.	Coal Allocation for this Project given by WCL is from multiple mines, hence the average distance term has been used.
21.4.1	Subject to the provisions of this Clause 21.4, the Base Fixed Charge, as corrected for variation in WPI Index in accordance with Clause 21.3 shall be the	The method of payment for the Fixed Charge adopted by the

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	Fixed Charge payable for Cumulative Availability up to each month of the relevant Accounting Year.	Utilities, in general, is based on Cumulative Availability upto each month. Tariff Regulations also provides for payment of Fixed Charge based on Cumulative Availability. Hence this change has been made.
21.4.2	<Omitted>	This change is consequential to the deletion of Clause 22.7
21.4.3	In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in transmission from the Point of Grid Connection, such deficiency shall be notified by the Supplier to the Utility forthwith 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 100% (hundred 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 Distribution Licensees or Buyers, as the case may be, 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 21.4.3. Provided further that the provisions of this Agreement for and in respect of Tariff and Revenue Share shall apply to such supply. For the avoidance of doubt, the Parties expressly agree that if such deficiency in transmission is caused by an action or omission attributable to the Supplier, it shall not be reckoned for the purposes of computing Availability hereunder.	Providing Transmission System is Utility's responsibility. Implications due to such non-availability are substantial for Supplier. All the Bidders have requested for 100% compensation, hence this change has been made.
21.4.4	The obligations of the Utility to pay Fixed Charges in any Accounting Year shall in no case exceed an amount equal to the Fixed Charge due and payable for and in respect of the Normative Availability of 90% (ninety per cent) computed in terms of kWh as per Clause 5.1.4 with reference to the entitlement of the Utility in Contracted Capacity (the " <b>Capacity Charge</b> "). Provided, however, that in the event of Despatch of the Power Station beyond 85% (Eighty-five per cent) of Contracted Capacity, Incentive shall be payable in accordance with the provisions of	To bring more clarity

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	Clause 21.6.1.	
21.4.5	Pursuant to the provisions of Clause 21.4.4, the Supplier shall not, for and in respect of any day, be entitled to receive payment of Fixed Charge for Availability exceeding 90% (ninety per cent) thereof and in the event of Despatch of the Power to the Utility in excess of 85% (eighty five per cent) of the Contracted Capacity, such excess dispatch shall be eligible only for payment of Fuel Charge, save and except the payment of Incentive due under the provisions of Clause 21.4.4.	To bring more clarity
21.5.1	Unless otherwise notified by the Supplier, the declared Availability shall be deemed to be 100% (one hundred per cent) thereof at all times.	This change is consequential to the change in the clause 21.5.2
21.5.2	<Omitted>	The requirement for Minimum Fuel Stock has been deleted, therefore the associated penalty clause is also deleted. This change is consequential to the change in the clause 21.4.2
21.5.3	<Omitted>.	This change is consequential to the change in the clause 21.4.3
21.6.1	In the event that the Cumulative Availability in any month exceeds the Normative Availability, the Supplier shall, in lieu of a Fixed Charge, be entitled to an Incentive which shall be calculated and paid at the rate of 50 % (fifty per cent) of the Fixed Charge for Availability in excess of Normative Availability. Provided, however, that any Incentive hereunder shall be due and payable only to the extent of Despatch of the Power Station. For the avoidance of doubt and by way of illustration, in the event the Cumulative Availability in any month shall exceed the Normative Availability by 3% (three percent) of the Contracted Capacity but the Despatch during that month shall exceed 1% (one per cent) of the entitlement of the Utility in the Contracted Capacity, the Incentive payable hereunder shall be restricted to such 1% (one per cent) only.	The method of payment for the Fixed Charge adopted by the Utilities, in general, is based on Cumulative Availability upto each month. Tariff Regulations also provides for payment of Fixed Charge based on Cumulative Availability. Hence this change has been made.
21.6.2	In the event that Cumulative Availability in any month is less than the Normative Availability, the	The method of payment for the Fixed

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	Fixed Charge for such month shall be reduced to the extent of shortfall in Normative Availability and in addition, any reduction below the Availability of 85% (eighty five per cent) shall, subject to the provisions of Clause 21.7, 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 below the aforesaid Availability of 85% (eighty-five per cent) shall be 25% (twenty-five per cent) of the Fixed Charge which is reduced on account of shortfall in Availability below such 85% (eighty five percent).	Charge adopted by the Utilities, in general, is based on Cumulative Availability upto each month. Tariff Regulations also provides for payment of Fixed Charge based on Cumulative Availability. Hence this change has been made.
21.10.2	The Supplier shall, with each Monthly Invoice submit, (a) a certificate that the amounts claimed in the invoice are correct and in accordance with the provisions of the Agreement; (b) proof of Availability and Despatch as given by <u>SLDC/RLDC</u> in <u>State/Regional Energy Account</u> , <u>as the case may be</u> , for the period billed, comprising evidence of communications regarding the extent of Non-Availability from time to time;	Supply of power (due to unutilized capacity) to outside the State Grid has been taken into account
21.10.3	The Utility shall, within 30 (thirty) days of receipt of a Monthly Invoice in accordance with Clause 21.10.1, Supplementary Invoice in accordance with Clause 21.11.1 and Provisional Monthly Invoice in accordance with Clause 21.13.1 (the "Payment Due Date"), make payment of the amount claimed directly, through electronic transfer, to the nominated bank account of the Supplier, save and except any amounts which it determines as not payable or disputed (the "Disputed Amounts").	To prescribe the Payment Due Date for both Supplementary and Provisional Invoices
21.11.2	The Utility or the Supplier, as the case may be, shall pay the amount payable under the Supplementary Bill on or before the Payment Due Date.	To bring more clarity
21.11.3	For the payment of the Supplementary Invoice, prior to Payment Due Date, the Utility shall be entitled to deduct 0.5% (zero point five percent) of the amount stated in the concerned Supplementary Invoice by way of discount for early payment. However, no rebate shall be applicable on Supplementary Bills raised on account of Change in Law relating to Taxes.	To bring more clarity
21.13.1	A Provisional Monthly Invoice shall, be raised by the Supplier at its own discretion on the last Business Day of the month wherein the Fixed Charges shall be claimed based on the declared	To make the submission of Provisional Invoice optional for Supplier.

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	Availability and the Fuel Charge shall be claimed based on the Despatch of energy up to the 25th (twenty fifth) day of the month.	
21.14.2	Where the payments are made after the period as mentioned in clause 21.14.1 above and by the Payment Due Date, a rebate of one percent (1%) of the amount paid shall be allowed by the Supplier.	Correction due to renumbering
21.15	<p><b>Late Payment Surcharge</b></p> <p>21.15.1 The Parties hereto agree that in case the payment of Monthly Invoice / Supplementary Invoice / Provisional Monthly Invoice is delayed beyond a period of 30 days from the Payment Due Date, a late payment surcharge at the rate of 1.25% per month shall be payable by Utility (the “<b>Late Payment Surcharge</b>”).</p>	Late Payment Surcharge has been prescribed to match with MPERC regulations. Bidders have also requested for increase in the rate of surcharge for late payments. This LPS has been provided only for Tariff payments
22.1.1	The heat energy input, in kCal, required for generation and supply of 1 (one) kWh of electricity at the Point of Grid Connection, after accounting for auxiliary consumption and losses upto the Point of Grid Connection, if any, as determined by Tests and specified in the Provisional Certificate or Completion Certificate, as the case may be, shall be the net station heat rate of the Power Station (the “ <b>Station Heat Rate</b> ” or “ <b>SHR</b> ”). Provided that the SHR shall be adjusted from time to time in accordance with the provisions of Clause 24.4, to account for any reduction in Despatch. Provided further that the aforesaid SHR shall be deemed to be increased by 0.15% (zero point one five per cent) per annum on each successive anniversary of COD and the number so arrived at shall be the applicable SHR for that year. For the avoidance of doubt and by way of illustration, the Parties expressly agree that if Tests determine that the Station Heat Rate at the Point of Grid Connection is say 2,300kCal per kWh, it shall be assumed that such Station Heat Rate has been derived after accounting for auxiliary consumption and losses upto the Point of Grid Connection, if any.	To bring clarity
22.2.1	The Utility shall pay to the Supplier for and in respect of the Fuel utilised for generation of a kWh of electricity for supply thereof to the Utility, a fuel charge determined from time to time in accordance	The SBD has envisaged allocation of Coal from a single mine. But the

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	<p>with the provisions of this Article 22 and expressed in Rupees per kWh (the “<b>Fuel Charge</b>”).</p> <p>A. The Supplier in its Bid has quoted a Fuel Charge of Rs..... (Rupees.... Paise...) per kWh comprising of (a) Rs. ... and paise ...(Rupees .... and paise ....) per kWh on account of cost of Fuel, (b) Rs. .... and paise .... (Rupees .... and paise ....) per kWh on account of transportation of Fuel, and (c) Rs. .... and paise .....(Rupees .... and paise ....) per kWh on account of washing of Fuel. The Fuel Charges quoted by the Supplier is based on the parameters comprising of (i) Weighted Average of "As Delivered Price" of coal of Rs. .... per Tonne at the loading point of the mine to be sourced from the mines as per Part B of Annex-1 Schedule A, as amended from time to time; (ii) Weighted average GCV of Coal of ..... kCal/kg as delivered at the loading point of the mines as per Part B of Annex-1 Schedule A, as amended from time to time; (iii) Weighted Average Freight of Rs..... per Tonne (inclusive of applicable taxes) payable to Indian Railways for transportation (applicable for full rake load); (iv) Average CIL Cost of Washing Rs. .../Tonne (inclusive of applicable taxes); and (v) Average distance of ... kilometer from loading point of Mines to the proposed Plant location.</p> <p>B. The Supplier represents and warrants that the Weighted Average of "As Delivered Price" of coal, Weighted Average Freight payable to Indian Railways for transportation and Average Washing charges considered for the purpose of quoted Fuel Charge are equivalent to or less than 101% of “As Delivered Price” of allocated coal, 110% of the Railway Freight and CIL’s average cost of washing of coal respectively as on Bid Date.</p> <p>C. The Parties agree and confirm that as on the Bid Date, the Fuel Charge is determined, in accordance with the provisions of Article 22 of this Agreement, to be Rs. .... and paise.... (Rupees .... and paise....) per kWh and is</p>	<p>allocation of Coal to the Government of M.P by CIL for this project has been given from six mines located at different places and having different grades of coal, of which five mines are having railway siding and one requires road transport to connect to the railway siding at far away location. Therefore to capture the different transportation cost, different prices and grades of fuel, the concept of weighted average has been prescribed for the purpose of Bidding in the RFP as well as for the purpose of Payment in the PSA. The figures of weighted average price, weighted average freight, weighted average GCV, weighted average distance and weighted average price of washing, which has been considered by the Bidder for the purpose of calculation of fuel charge, has been sought in the Bid. These details are required for the purpose of payment of fuel charge during the course of implementation of the PSA.</p> <p>Relevance of RFP is only upto the conclusion of Bid</p>

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	<p>based on the parameters comprising of (i) Weighted Average of "As Delivered Price" of coal of Rs. .... per Tonne at the loading point of the mine to be sourced from the mines as per Part B of Annex-1 Schedule A, as amended from time to time; (ii) Weighted average GCV of Coal of ..... kCal/kg as delivered at the loading point of the mines as per Part B of Annex-1 Schedule A, as amended from time to time; (iii) Weighted Average Freight of Rs..... per Tonne (inclusive of applicable taxes) payable to Indian Railways for transportation (applicable for full rake load); and (iv) Average CIL Cost of Washing Rs. .../Tonne (inclusive of applicable taxes).</p> <p>D. The Parties further agree that the Fuel Charge as on the Bid Date shall be deemed to be Rs. .... and paise.... (Rupees .... and paise....) per kWh, which represents the lower of the Bid submitted by the Supplier and the amount determined above as on the Bid Date. Any error or misrepresentation herein, as and when detected, shall entitle the Utility to reduce the Fuel Charge correspondingly and recover any excess payments made in the past along with interest at the rate specified in Clause 38.4.</p> <p>The Parties further agree that the proportion by which the values of the parameter, comprising of (i) Weighted Average of "As Delivered Price" of coal; (ii) Weighted Average Freight; and (iii) Average CIL Cost of Washing, considered by the Supplier as specified in Clause 22.2.1 (A) are lower than with those specified at Clause 22.2.1 (C) shall apply at all times during the Contract Period.</p>	<p>Process. Therefore, the prices quoted by the Successful Bidder and the parameters used by such Bidder has been specified in the PSA.</p>
22.2.2	<p>The Parties expressly acknowledge and agree that the Fuel Charge after COD shall be computed by dividing the product of SHR (as determined in Clause 22.1.1) and the Landed Fuel Cost per kilogram of Fuel (as determined in Clause 22.2.3, 22.2.4 and 22.2.6) by the Weighted Average GCV per kilogram of coal (as determined in Clause 22.3) shall be deemed to be the Fuel Charge hereunder. The Parties further agree that the Fuel Charge for electricity generated from Allocated Coal and the Fuel, if any, from AFSA shall be determined</p>	<p>This change is consequential to the change in the Clause 22.2.1</p>

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	<p>separately, and unless specified to the contrary, Fuel Charge shall be deemed to be based on Allocated Coal.</p> <p><i>Explanation:</i></p> <p>Landed cost of Fuel shall be the sum of (i) weighted average of "As Delivered Price" of coal in Rs. Per kilogram at the loading point of the mine to be sourced from the mines as per Part B of Annex-1 Schedule A, as amended from time to time, which is due and payable by the Supplier for procuring Fuel in accordance with the provisions of Clause 22.2.3, (ii) Weighted Average Freight (inclusive of applicable taxes) payable for transportation of the Fuel as specified in Clause 22.2.4, and (iii) the average cost of washing of Fuel, if any, as specified in Clause 22.2.6 (the "<b>Landed Fuel Cost</b>"). Provided, however, that the Landed Fuel Cost shall in no case exceed the actual cost incurred by the Supplier..</p>	
22.2.3	<p>The cost of Fuel forming part of the Landed Fuel Cost shall be determined in accordance with the following explanation:</p> <p><i>Explanation:</i></p> <p>For the Allocated Coal supplied by CIL/its Subsidiaries through Letter of Assurance/ FSA arranged by the Utility, the price of Fuel shall be deemed to be the lower of, (i) Weighted Average of "As Delivered Price" of coal for the relevant month at the loading point of the mines specified in Part B of Annex-1 Schedule A, as amended from time to time, reduced by the proportion which the weighted average "As Delivered Price" considered by the Bidder at Clause 22.2.1 (A) bears with that specified at Clause 22.2.1 (C) ; and (ii) 101% (one hundred and one per cent) 30 of the price payable by the Supplier to CIL or its Subsidiary. In case of Additional Fuel Supply Arrangement for domestic Fuel, the price thereof shall be the lower of, (i) the average price of similar Fuel sold by CIL through the latest e-auction; and (ii) actual cost of procurement of Fuel.</p>	This change is consequential to the change in the Clause 22.2.1
22.2.4	<p>The total cost of transportation of domestic Fuel, forming part of the Landed Fuel Cost, shall be the lower of, (a) 110% (one hundred and ten per cent) of the Weighted Average Freight payable to Indian Railways for transportation (applicable for full rake load) by rail and taxes and duties payable on such freight applicable during the relevant month reduced</p>	This change is consequential to the change in the Clause 22.2.1

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	<p>by the proportion which the weighted average Weighted Average Freight considered by the Bidder at Clause 22.2.1 (A) bears with that specified at Clause 22.2.1 (C), and (b) the actual cost of transportation. In respect of transportation of Fuel by road, the cost of transportation of domestic Fuel, forming part of the Landed Fuel Cost, shall be the lower of, (a) 110% (one hundred and ten per cent) of the Freight payable to Indian Railways for transportation by rail for the distance slab corresponding to the actual road distance covered for such transportation plus taxes and duties applicable on such rail freight, and (b) the actual cost of transportation by road.</p> <p>For the avoidance of doubt, in case of transportation of Fuel through Rail cum Road (RCR) the distance slab corresponding to total distance covered (Rail and Road) shall be considered for the purpose of this Clause 22.2.4. It is further clarified that the Weighted Average Freight payable for transportation of Fuel under this clause shall not include any penalties/damages for partial loading/over loading and demurrage, payable by and attributable to the Supplier, and shall not form part of cost of Transportation</p>	
22.2.6	<p>In the event washing of coal is required under Applicable Laws, the cost of washing shall be included in the Landed Fuel Cost and such cost shall be lower of, (a) the average cost of washing applicable for the relevant month incurred by CIL for similar washing reduced by the proportion which the average CIL cost of washing considered by the Bidder at Clause 22.2.1 (A) bears with that specified at Clause 22.2.1 (C) and (b) the actual cost paid by the Supplier. Provided, however, that in case the washery is operated by the Supplier, the cost of washing as certified by the Statutory Auditor of the Supplier shall be deemed to be the actual cost paid by the Supplier for the purposes of this Clause 22.2.6. .</p>	<p>This change is consequential to the change in the Clause 22.2.1</p>
22.3.1	<p>The weighted average of the GCV of Fuel received during any month at the Power Station shall be reckoned as the average GCV on “As Received Basis”(the “<b>Average GCV</b>”) for the purposes of this Article 22 and shall, subject to the provisions of Clause 22.2.2, apply for computing the applicable element of the Landed Fuel Cost and the Fuel Charge payable for the use of such Fuel. For the</p>	<p>GCV for computing Fuel Charge for the purpose of payment is to be considered based on ‘As Received Basis’.</p>

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	avoidance of doubt, the Average GCV hereunder shall be computed separately for Allocated Coal, any Fuel procured under AFSA and any other Fuel, as the case may be, for the purposes of determining the Fuel Charge.	
22.3.2	The Average GCV of Fuel to be determined for the purpose of Clause 22.3.1 shall be determined in accordance with the certification and classification provided by the an independent agency appointed by the Utility as its costs and expenses. The Supplier shall provide such assistance as the independent agency may reasonably require for such sampling and testing. The Parties further agree that the Average GCV determined in accordance with such certification shall form the basis of computation of Fuel Charge, save and except as provided in Clause 22.3.7.	To avoid disputes between Supplier and Utility, with regard to Determination of GCV, the responsibility of sampling and testing of Coal has been entrusted to an independent agency
22.3.3	The independent agency so appointed shall collect random samples of Fuel in accordance with the applicable codes of the Bureau of Indian Standards (BIS) immediately following its arrival at the Power Station and all the samples so collected during the preceding 24 (twenty four) hours shall be tested by the agency at 1100 hours each day to determine the GCV thereof in accordance with the applicable codes of the Bureau of Indian Standards (BIS), and after adjusting 85kCal/kg ( or such value as notified by MPERC from time to time) on account of storage/stacking losses, and the results of such testing shall be conveyed forthwith to the Utility and the Supplier for its information and record with such particulars as the Parties may require.	This change is consequential to the change in above clause 22.3.2
22.3.4	One-half of the quantity of each sample collected in accordance with the provisions of Clause 22.3.3 shall be stored and made available for testing thereof by the Supplier, if required, at any time within a period of 1 (one) month from the date of sampling at the Power Station.	This change is consequential to the change in above clause 22.3.2
22.3.5	<Omitted>	The Utility need not be concerned about the method of storage of the Fuel, Supplier is responsible for the storage of Fuel. Therefore this clause has been deleted.
22.3.6	For determining the actual GCV of Fuel, the Utility shall be entitled, but not under any obligation, to	To bring more clarity

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	inspect the relevant records of the Supplier, and may, at its own cost, conduct or cause to be conducted, sampling and testing of stored Fuel in accordance with Good Industry Practice, to determine its conformity with the Specifications and Standards and also with the tests conducted by the independent agency pursuant to the provisions of Clause 22.3.3. The Supplier shall provide such assistance as the Utility may reasonably require for such sampling and testing. In the event of a dispute relating to the procedure and outcome of any sampling or testing, the Parties shall remit such tests to a reputed independent laboratory or agency and in the event that the Parties fail to agree on appointment of an independent agency within 7 (seven) days of the notice of dispute issued by a Party, the independent laboratory or agency shall be specified by the Appropriate Commission.	
22.3.7	If the sampling pursuant to Clause 22.3.6 demonstrates that the actual GCV determined for any month is more than the GCV determined in accordance with the provisions of Clause 22.3.2, the Average GCV for that month shall be deemed to be the lower of the GCV determined by sampling pursuant to the provisions of Clause 22.3.6 and the Average GCV determined pursuant to the provisions of Clause 22.3.2, and in the event of any Dispute relating to sampling, the Dispute Resolution Procedure shall apply.	This change is consequential to the change in the Clause 22.3.2
22.3.8	Notwithstanding anything to the contrary in this Article 22, the Parties expressly agree that the Utility shall not be liable to any payments in respect of the cost of Fuel, if such payments exceed the amounts due and payable in accordance with the provisions of the clause 22.2.3/the FSA or AFSA, as the case may be, in respect of the price of Fuel or the GCV(as determined under Clause 22.3.1) thereof and any additional burden in this behalf, not attributable to Utility, shall at all times be borne by the Supplier.	To bring more clarity
22.4.1	Prior to the Scheduled Completion Date, the Supplier and the Utility shall have executed an agreement with a supplier of Fuel for supply of Fuel sufficient for generating electricity at no less than 85% (eighty five per cent) of the Contracted Capacity during each month for a period of at least 25 (twenty five) years commencing from Scheduled Completion Date, substantially in accordance with the provisions of Clause 22.5 (the “ <b>Fuel Supply</b>	In order to match the timelines of signing of FSA in line with timelines prescribed in the draft Letter of Assurance, this change has been made.

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
22.5 Terms of FSA	<p data-bbox="370 176 1099 212"><b>Agreement” or “FSA”</b>).</p> <p data-bbox="370 218 1099 390">The FSA executed in pursuance of Clause 22.4.1 shall, for and in respect of the supply of Allocated Coal for production of electricity from the Contracted Capacity, include the following terms and conditions:</p> <p data-bbox="370 436 1099 609">(a) The minimum annual quantity of Fuel to be supplied under the FSA shall be sufficient for generating electricity for Despatch of at least 85% (eighty five per cent)] of the Contracted Capacity during each month (the “MACQ”);</p> <p data-bbox="370 655 1099 827">(b) the FSA shall specify the grade of Fuel comprising GCV and ash content, which shall not be changed materially without mutual consent of the Supplier and the supplier of Fuel;</p> <p data-bbox="370 873 1099 1045">(c) the FSA shall specify the methodology for testing and weighment of Fuel prior to its delivery to the Supplier and shall provide for a dispute resolution mechanism in the event of disputes on any aspect of the FSA;</p> <p data-bbox="370 1092 1099 1234">(d) supply of MACQ under FSA shall commence at least 30 (thirty) days prior to synchronisation of the first Unit of the Power Station;</p> <p data-bbox="370 1281 1099 1316">(e) &lt;Omitted&gt;;</p> <p data-bbox="370 1362 1099 1535">(f) the right of the supplier of Fuel to terminate the FSA for a material breach thereof by the Supplier shall be subject to the Utility’s rights to substitute the Supplier and cure the breach;</p> <p data-bbox="370 1581 1099 1791">(g) the Supplier shall have the right and obligation to assign all its rights, interests and obligations under the FSA in favour of the Utility with the consent of the supplier of Fuel in accordance with the terms and conditions specified in the FSA; and</p> <p data-bbox="370 1837 1099 1927">(h) upon occurrence of a Supplier Default under this Agreement, the Utility shall, without any further approval or consent of the Supplier,</p>	<p data-bbox="1122 218 1435 352">d. To match the supply of Coal with timelines for synchronization of 1<sup>st</sup> Unit</p> <p data-bbox="1122 359 1435 531">e. Blending of Imported Fuel with Domestic Fuel is not envisaged, hence deleted</p>

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	have the right to assign or seek assignment of the FSA to its nominee in accordance with the terms and conditions specified in the FSA, and upon the Utility exercising its right hereunder, the Supplier shall cease to have any right or title to procure Allocated Coal from the supplier of Fuel.	
22.6.5 Use of Allocated Coal for Buyers	Payments for and in respect of Revenue Share for any month shall be due and payable by the Supplier within 7 (seven) days of the close of that month. The Utility shall have the right to set off these payments from the amounts payable to the Supplier in the event of failure of the Supplier to make payment within the period specified above.	Mechanism for recovery of Revenue Share has been provided to the Utility
22.7	<Omitted>	Supplier's responsibility is to arrange the Fuel and operate the plant. The Utility is concerned with the Cumulative Availability. The Supplier is levied penalty for any shortfall in Availability due to Fuel Shortage. Hence deleted this clause.
22.9.1 AFSA	In the event of Fuel Shortage, the Supplier shall make best efforts to identify, as soon as may be possible, additional source(s) of fuel supply and transportation to meet such Fuel Shortage (the "Additional Fuel Supply Arrangement" or "AFSA"). The Supplier shall notify the Utility of the details of the Landed Fuel Cost under the AFSA and provide such other information as the Utility may require, for demonstrating that the AFSA is based on competitive terms available for supply and transportation of such Fuel. The Supplier shall, with the concurrence of the Utility submit the AFSA for review and approval of the Appropriate Commission.	To bring more clarity
22.10.1	If the Supplier enters into an AFSA in accordance with the provisions of Clause 22.9, the Fuel Charge payable by the Utility for any electricity produced from such Fuel shall be determined on the basis of Landed Fuel Cost and Average GCV of such Fuel to be computed in accordance with this Article22.	This change is consequential to the change in the Clause 22.2.1

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
22.10.2	In the event the AFSA as submitted by the Supplier is not approved in full or part by the Utility, the Fixed Charge, payable for and in respect of any Non-Availability as a result thereof, shall be equal to 70% (seventy per cent) of the Fixed Charge	To limit the payment of Fixed Charge, only in case of non-approval of AFSA by Utility
22.10.3	In the event the Supplier fails to make any Additional Fuel Supply Arrangement, no Fixed Charge shall be payable by the Utility for and in respect of any Non-Availability arising due to Fuel Shortage.	To fix the responsibility on the Supplier to make Additional Fuel Supply Arrangement and to avoid any liability on the Utility for payment of Fixed Charge in the event of default by Supplier to arrange AFSA
23.2.1	The Utility shall, no later than 30 (thirty) days prior to the likely date of COD, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to 1.2 (one point two) times of the average monthly billing (the "Letter of Credit"), which may be drawn upon by the Supplier for recovery of payment due against the Monthly Invoice in accordance with the provisions of this Agreement. The Letter of Credit shall be substantially in the form specified in Schedule-L and shall come into effect on COD, and shall be modified once every year in the month of April equal to 1.2 (one point two) times of the yearly monthly average billing of the previous Financial Year in accordance with the provisions of this Agreement.	In consequent to the removal of Escrow Mechanism, Bidders have requested to increase the Letter of Credit amount. Hence the limit for Letter of Credit has been marginally increased.
23.2.2	The Letter of Credit shall be procured by the Utility from a Nationalised Bank, or a Scheduled Commercial Bank. All costs and expenses relating to opening and maintenance of the Letter of Credit shall be borne by the Utility.	To bring more clarity
23.2.3	In the event of Utility's failure to pay the Monthly Invoice before the 27th (twenty seventh) day of the month in which the relevant Payment Due Date occurs, the Supplier may, in its discretion, invoke the Letter of Credit for recovery of the amount due, whereupon the Bank issuing the Letter of Credit shall, without any reference to the Utility, pay the amount due upon the Supplier presenting the following documents, namely: (a) a copy of the Monthly Invoice which has remained unpaid; and	To bring more clarity

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	(b) a certificate from the Supplier to the effect that the Monthly Invoice is in accordance with this Agreement and that the amount due has remained unpaid.	
24.2.1	<p><b>Settlement of Charges for Deviation</b></p> <p>All payments due to or from the Supplier on account of any deviation in terms of the DSM Regulations and any amendments thereof (the “<b>Deviation</b>”) shall be solely to the account of and borne by the Supplier, save and except as provided in Clauses 24.2.2 and 24.2.3.</p>	UI Regulations is replaced with prevailing DSM Regulations
24.2.2	Subject to the provisions of the Applicable Laws, the Utility shall have the first right to Despatch, in the form of Deviation, any surplus electricity generated from the entitlement of the Utility in the Contracted Capacity by utilising the Fuel procured under Clause 22.4, and 90% (ninety per cent) of the revenues accruing from such Charges for Deviation, after deducting an amount equal to the Tariff payable for such electricity, shall be paid by the Supplier to the credit of the Utility and the balance remaining may be appropriated by the Supplier.	This change is consequential to the above change in the Clause 24.2.1
24.2.3	Subject to the provisions of Clause 24.2.2, the Supplier may, in addition to the scheduling under Clause 24.1, supply electricity produced from the unutilised Contracted Capacity specified in Clause 18.5, and in such an event the Fixed Charge due and payable by the Utility to the Supplier for and in respect of the Contracted Capacity utilised hereunder shall be deemed to be waived and shall not be payable by the Utility. Provided further that in the event the Supplier uses the Fuel procured under and in accordance with the provisions of Clause 22.4, it shall also pay the cost of Fuel and the Revenue Share specified therein.	Redundant statement has been deleted
30.1.3	During the period of Suspension hereunder, all rights and liabilities vested in the Supplier in accordance with the provisions of this Agreement shall continue to vest therein and the Supplier undertakes to indemnify and reimburse the Utility for all costs incurred by Utility arising due to Supplier default, including additional cost incurred for procurement of power from alternate sources, during such period.	To bring more clarity
31.1.1 (l)	the Supplier fails to achieve a monthly Availability of 70% (seventy per cent) for a period of 6 (six) consecutive months or for a cumulative period of 6 (six) months within any continuous period of 18	This change is consequential to the change in Clause 22.7

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	(eighteen) months, save and except to the extent of Non-Availability caused by (i) a Force Majeure Event, or (ii) an act or omission of the Utility, not occurring due to any default of the Supplier;	
31.2.1	(b) the Utility has failed to make any payment to the Supplier, and the Supplier is unable to recover the amount outstanding through the Payment Security provided under Article 23 of this agreement;or	Bidders have requested to retain the condition for default as specified in SBD
31.3.1	Upon Termination on account of a Supplier Default, the Supplier shall pay to the Utility, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 2 (two) years as if the Power Station had operated for such 2 (two) years from the date of Termination.	Bidders have requested that project funding gets affected due to lower amount prescribed for Termination Payment. Therefore, Termination Payment is increased to bring parity for both cases – due to Supplier or Utility Default
31.3.2	Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 2 (two) years as if the Power Station had operated for such 2 (two) years from the date of Termination.	This change is consequential to the above change in the Clause 31.3.2
34.1	... The Supplier shall refund any excess payment made by the Utility, or the Utility shall pay the balance compensation amount, as the case may be, within a period of 10 (ten) days from the date of decision of the Appropriate Commission along with interest in accordance with Clause 38.4.	The term ‘Carrying Cost’ is not defined, thus modified to refer to the relevant Clause.
34.2	... Provided further that in case the matter is referred to be settled through Dispute Resolution Procedure as provided for under this Clause 34.2, the Supplier shall, pending settlement of the claim of the Utility on account of Change in Law, within a period of 60 (sixty) days of the date of receipt of such claim, pay to the Utility for at least 50% (fifty percent) of such decrease in cost or other financial gain.  The Utility shall refund any excess payment made by the Supplier, or the Supplier shall pay the balance claim amount, as the case may be, within a period of 10 (ten) days from the date of decision of the	This provision has been made to match with the same provision available in ‘Increase in Costs’ under the Clause 34.1.

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	Appropriate Commission along with interest in accordance with Clause 38.4.	
34.6	<p><b>Exclusions to the Change in Law</b> The term ‘Change in Law’ shall not include (i) any change in any withholding tax on income or dividends distributed to the shareholders of the Supplier, or (ii) change in respect of the Charges for Deviation or frequency intervals by the Commission.</p>	This change is consequential to the above change in the Clause 24.2.1
36.3.1	Any Dispute which is not resolved amicably by conciliation, as provided in Clause 36.2, and is not required under Applicable Laws to be adjudicated or referred to arbitration by the Commission, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with Clause 36.3.2. Such arbitration shall be held in accordance with the rules of Madhya Pradesh Arbitration Tribunal constituted as per Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983 as amended from time to time (the “ <b>Rules</b> ”). The place of such arbitration shall be Bhopal and the language of arbitration proceedings shall be English.	Relevant legislation in the State of Madhya Pradesh has been made applicable instead of Central legislation. The Place of Arbitration has been provided.
37	The expression “any person” for the purpose of this Article shall mean the person authorized by the Utility	To bring more clarity
38.4.2 Delayed Payments	Unless otherwise specified, any interest payable under the above Clause 38.4.1 shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.	To specify this quarterly compounding only applicable for interest payable under the Clause 38.4.1 only
39.1 Definitions	“ <b>Allocated Coal Linkage</b> ” shall mean coal linkage arranged by Utility and as specified in Annex-1 of Schedule A	To bring more clarity
39.1 Definitions	“As Delivered Price” means the source specific price of CIL or its Subsidiaries at the loading point of the mine with all applicable taxes, levies and add-ons (surface transportation charges, sizing/crushing charges, rapid loading charges, and any other applicable charges of CIL/Subsidiaries) and shall not include any compensation for Short-delivery/short lifting and penalty/interest for delayed payments by the Supplier to Fuel Supplier.	Term used in the PSA has been defined in this Section
39.1 Definitions	“ <b>Bid Security</b> ” means the security provided by the Supplier to the Utility along with the Bid, in a sum of Rs 36.90 Crores (Rupees Thirty Six Crore Ninety Lakh Only in accordance with the Request for Proposal-DBFOO, and which is to remain in force until substituted by the Performance Security;	This change is consequential to the change made in the RFP

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
39.1 Definitions	“ <b>Cumulative Availability</b> ” means availability from the day of COD or first day of the Accounting Year, whichever is later, up to and including last day of the Month for which Monthly Invoice is being submitted.	Term used in the PSA has been defined in this Section
39.1 Definitions	“ <b>Debt Due</b> ” shall mean the aggregate of the following, expressed in Indian Rupees, outstanding on the relevant date: (a) the principal amount under the Financing Agreements and (b) Interest on Debt Provided that the amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of computation of Debt Due;	Term used in the PSA has been defined in this Section
39.1 Definitions	“ <b>DSM Regulations</b> ” means the CERC (Deviation Settlement Mechanism and related matters) Regulations, 2014 along with its amendments or any substitute thereof;	Term used in the PSA has been defined in this Section
39.1 Definitions	“ <b>Late Payment Surcharge</b> ” shall have meaning as set forth in Clause 21.15.1;	Term used in the PSA has been defined in this Section
39.1 Definitions	“Minimum Fuel stock” deleted	This change is consequential to the deletion of the Clause 22.7
39.1 Definitions	“ <b>Power Station</b> ” or “ <b>New Power Station</b> ” or “ <b>Project</b> ”, for the purpose of this PSA-DBFOO, means units of the generating station of which the construction is commenced after the Date of Letter of Award (LoA) and grid synchronization, commissioning and COD of its Units are achieved as per the terms of the Power Supply Agreement (PSA) and as described in Schedules A and B of the PSA-DBFOO. For the avoidance of doubt, it is clarified that construction for this purpose would mean that the Bidder has placed the order for supply of Boiler, Turbine and Generator package after the date of Letter of Award (LoA) and shall include Project Assets, Project Facilities, and the allocation of Allocated Coal which is linked to or attached with the Project;	To match the definition as prescribed in the RFP
39.1 Definitions	“ <b>Project Agreements</b> ” means the documents and agreement relating to Fuel tie up for the period as specified by the Utility;	Correction
39.1 Definitions	“ <b>Revenue Share</b> ” means and refers to the share of revenue from unutilised Contracted Capacity to be paid by the Supplier to the Utility in accordance with the provisions of this Agreement;	To bring more clarity
39.1 Definitions	“ <b>Taxes</b> ” means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local	To incorporate GST in the Taxes

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	taxes, Goods and Services Tax (GST), cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Power Station charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;	
39.1 Definitions	"UP" deleted	The specified regulation is not relevant
Annexure I Schedule A Part B	<Inserted Allocated Coal Linkages and relevant note as in RFP>	Schedule regarding the Allocated Coal Linkage forming part of the RFP has been made part of the PSA, which is to be used during the course of implementation of PSA
Annexure I Schedule B	<p><b>1 Capacity of the PowerStation</b></p> <p>1.1 The Power Station shall have a generating capacity of not less than 1320 MW.</p> <p>1.2 The configuration of Units is given below:</p> <p>(a) The number of New Units shall not exceed Two</p> <p>(b) The nameplate capacity of each Unit shall be 660 MW.</p> <p>1.3 The Station Heat Rate of the Power Station shall conform with the provisions of Schedule-C.</p>	To bring more clarity
Annexure I Schedule B	<p><b>A. Grid Conditions at Interconnection Point</b></p> <p>(i) Voltage : Nominal kV [ ] Variation % [ ]</p> <p>(ii) Frequency : Nominal Hz. [ ] Variation % [ ]</p> <p>(iii) Combined Voltage and Frequency variation for Contracted Capacity % [ ]</p> <p>(iv) Power Factor : Nominal [ ] lag Variation [ ] to [ ] lag lead</p>	Included based on Bidders request, to enable them to plan for the procurement of switchyard equipments

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change																								
	<b>(v) Basic Impulse Level (Peak) kV [ ]</b>																									
Schedule C 2.1	The Station Heat Rate, reckoned at the Point of Grid Connection shall, after accounting for auxiliary consumption and transmission losses, not exceed 2,300 (two thousand three hundred) kCal per kWh] at 100% (hundred per cent) maximum continuous rating(MCR).	Based on Bidders request																								
Annex I Schedule C Specifications and Standards	Subject to the provisions of Paragraph 2 of this Annex-I, the Power Station shall conform with the provisions of Central Electricity Authority Technical Standards for construction of Electrical Plants and Electrical Lines) Regulations 2010 which shall be deemed to be the Specifications and Standards	Correction																								
Annex I Schedule C Specifications and Standards	Mix of Fuel .....<Omitted>	Blending of Fuel is not envisaged in the PSA																								
Annex III Schedule C S.No 1	<p><b>Increase in Station Heat Rate</b></p> <p>Subject to the provisions of Paragraph 2 of this Annex-III, in the event the Utility Dispatches the Power Station at a level lower than 85% (eighty five per cent) of its entitlement in the Contracted Capacity, the SHR shall be deemed to be increased on a 15 (fifteen) minute time block basis as specified below.</p> <p><b>Station Heat Rate at different levels of Despatch</b> (in %)</p> <table border="1" data-bbox="370 1402 1045 1902"> <thead> <tr> <th data-bbox="370 1402 467 1661">S. No.</th> <th data-bbox="467 1402 678 1661">Despatch as proportion of Utility's entitlement in Contracted Capacity</th> <th data-bbox="678 1402 906 1661">Increase in SHR (for super-critical turbine)</th> <th data-bbox="906 1402 1045 1661"></th> </tr> </thead> <tbody> <tr> <td data-bbox="370 1661 467 1717">1</td> <td data-bbox="467 1661 678 1717">85-100</td> <td data-bbox="678 1661 906 1717">Nil</td> <td data-bbox="906 1661 1045 1717"></td> </tr> <tr> <td data-bbox="370 1717 467 1774">2</td> <td data-bbox="467 1717 678 1774">75-84.99</td> <td data-bbox="678 1717 906 1774">1.25</td> <td data-bbox="906 1717 1045 1774"></td> </tr> <tr> <td data-bbox="370 1774 467 1831">3</td> <td data-bbox="467 1774 678 1831">65-74.99</td> <td data-bbox="678 1774 906 1831">2</td> <td data-bbox="906 1774 1045 1831"></td> </tr> <tr> <td data-bbox="370 1831 467 1887">4</td> <td data-bbox="467 1831 678 1887">55-64.99</td> <td data-bbox="678 1831 906 1887">3</td> <td data-bbox="906 1831 1045 1887"></td> </tr> <tr> <td data-bbox="370 1887 467 1902">5</td> <td data-bbox="467 1887 678 1902">45-54.99</td> <td data-bbox="678 1887 906 1902">4.5</td> <td data-bbox="906 1887 1045 1902"></td> </tr> </tbody> </table>	S. No.	Despatch as proportion of Utility's entitlement in Contracted Capacity	Increase in SHR (for super-critical turbine)		1	85-100	Nil		2	75-84.99	1.25		3	65-74.99	2		4	55-64.99	3		5	45-54.99	4.5		Increase in SHR (for sub-critical turbine) is irrelevant to this Project, thus deleted. Calculation of Dispatch of Power is provided in 15min time block basis
S. No.	Despatch as proportion of Utility's entitlement in Contracted Capacity	Increase in SHR (for super-critical turbine)																								
1	85-100	Nil																								
2	75-84.99	1.25																								
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Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change																				
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10	Below 5	25																				
Annex III Schedule C S.No 2	Notwithstanding anything to the contrary contained in this Annex-III, the benefit of an increase in SHR shall at all times be subject to an actual reduction in generation of electricity and in the event any reduction in Dispatch by the Utility is off-set by Dispatch to any other Buyer and deemed Dispatch equivalent to deemed availability due to non-availability arising due to deficiency in transmission system, the benefit of an increase in SHR shall be computed only in respect of the remaining shortfall, if any. For the avoidance of doubt, it is clarified that any adjustment in SHR as per above shall be applied on a 15 minute time block basis	This change is consequential to the change in this Schedule																				
Schedule -D Performance Security	The Agreement requires the Supplier to furnish a Performance Security to the Utility in a sum of Rs. 123 Crore (Rupees One Hundred and Twenty Three Crore) (the “ <b>Guarantee Amount</b> ”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement).	This change is consequential to the change in the Performance Security amount																				
Schedule -D Performance Security S.No 8	The Performance Security shall cease to be in force and effect when the Supplier shall have provided another Performance Security in substitution of this Performance Security and such substitution shall be repeated until the Performance Security has been released in accordance with the Clause 9.3 of PSA-DBFOO, and provided the Supplier is not in breach of this Agreement. Upon request made by the Supplier for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the Supplier, the Utility shall release the Performance Security forthwith.	To bring more clarity																				
Schedule -D Performance Security S.No 12	Notwithstanding anything to the contrary contained herein- i. Our liability under this Guarantee shall not exceed Rs. ... (Rupees ... only) ii. This Bank Guarantee shall be valid up to [...] (being	Bidders have requested that Banks are insisting for inclusion of this Clause in the Bank Guarantee format as a																				

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	<p>the date of expiry of the guarantee)</p> <p>iii. The beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before [...] (being the date of expiry of claim period)</p>	<p>summary statement. Moreover, this is repetition only clause and does not have any effect on the encashability of the Bank Guarantee. Hence, this note has been included.</p>
<p>Schedule E</p> <p>Project Completion Schedule</p>	<p><b>2 Project Milestone-I (Synchronisation of Unit#1)</b></p> <p>2.1 Project Milestone-I shall occur on the date falling on the completion of 51 (fifty one) months from the Appointed Date (the "Project Milestone-I").</p> <p><b>3 Project Milestone-II (COD of Unit#1)</b></p> <p>3.1 Project Milestone-II shall occur on the date falling on the completion of 54 (fifty four) months from the Appointed Date (the "Project Milestone-II").</p> <p><b>4 Project Milestone-III (Synchronisation of Unit#2)</b></p> <p>4.1 Project Milestone-III shall occur on the date falling on the completion of 57 (fifty seven) months from the Appointed Date (the "Project Milestone-III").</p> <p><b>5 Scheduled Completion Date</b></p> <p>The Scheduled Completion Date for completion of the Contracted Capacity of the Power Station shall be the 60(Sixty) months from the Appointed Date.</p>	<p>The Power Station consists of two Units of 660MW each and Synchronization, Commissioning will be done separately for each Unit. Therefore, separate COD schedule has been prescribed. Instead of Financial Milestone, Physical Milestones has been prescribed</p>
<p>Schedule F</p> <p>Tests</p> <p>1.1</p>	<p><b>Schedule for Tests</b></p> <p>The Supplier shall, no later than 30 (thirty) days prior to the likely completion of the Unit(s) of the Power Station, notify the Utility's Engineer and the Utility of its intent to subject the Unit(s) of the Power Station to Tests, and no later than 10 (ten) days prior to the actual date of Tests, furnish to the Utility's Engineer and to the Utility particulars of all works</p>	<p>To match the timeline specified under the Clause 13.1.1, change of 60 days to 30 days has been made. To specify Unit wise completion, with reference to the change in the Schedule E</p>

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	and equipment forming part of the Unit(s) of the Power Station.	
Schedule F Tests S.No: 2	In pursuance of the provisions of Clause 13.1.2 of this Agreement, the Supplier shall carry out Tests for determining the compliance of the Unit(s) of the Power Station with Specifications and Standards as specified in Paragraphs 3, 4 and 5 of this Schedule-F.	This change is consequential to the change in the Schedule E
Schedule F Tests S.No: 3.1	<p>Installed Capacity Test</p> <p>The Supplier shall carry out or cause to be carried out, Tests specified in the Performance Test Code - 6 (PTC – 6) of American Society of Mechanical Engineers Standards (the “ASME Standards”) to determine the capacity of turbo-generators, which capacity shall be deemed as the Installed capacity of the Unit(s) of the Power Station and specified as such in the Provisional Certificate or Completion Certificate, as the case may be.</p> <p>Provided that the Installed Capacity Tests for and in respect of a Unit shall be deemed to be unsuccessful in the event that the generating capacity of such Unit is less than 95% (ninety-five per cent) of its name plate capacity comprising the Maximum Continuous Rating.</p>	This change is consequential to the change in the Schedule E
Schedule F Tests S.No: 3.2	<p>SHR Test</p> <p>The Utility’s Engineer shall carry out, or cause to be carried out, Tests specified in the Performance Testing Code - 4 (PTC – 4) and Performance Test Code - 6 (PTC – 6) of ASME Standards for boilers and turbines respectively, and Tests specified in other applicable codes in respect of associated equipment, to determine the Station Heat Rate at 100% (hundred per cent) maximum continuous rating (MCR) of each Unit of the Power Station, after accounting for auxiliary consumption, and the Station Heat Rate shall be lower of SHR so determined after including 2% (two per cent) increase to account for potential variations arising from temperature, humidity, quality of coal and other unforeseen factors and 2,300 kCal per kWh, and the number so arrived at shall be specified as the Station Heat Rate in the Provisional Certificate or Completion Certificate, as the case may be.</p>	This change is consequential to the change in the Schedule E & Schedule C
Schedule G Completion Certificate	1. I/We, .....(Name and Designation of the Managing Director of the Supplier), acting as the Supplier, under and in accordance with the Power Supply Agreement dated ..... (the	To clarify the Installed Capacity

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	<p>“<b>Agreement</b>”), for construction and operation of the Power Station with an Installed capacity of 1320 MW on design, build, finance, own and operate (the “<b>DBFOO</b>”) basis, hereby certify that the Tests specified in Article 13 and Schedule-F of the Agreement have been successfully undertaken to determine compliance of the Unit of the Power Station with the provisions of the Agreement, and I/We am/are satisfied that the Unit of the Power Station can be safely and reliably placed in commercial service of the Utility.</p> <p>2. It is certified that the Power Station/Unit ..... has an Installed Capacity of ..... MW which includes the Contracted Capacity of .....MW.</p> <p>3. It is further certified that the Station Heat Rate of the Power Station/Unit is.....</p>	
Schedule G Provisional Certificate	It is further certified that the Station Heat Rate of the Power Station/Unit is.....	This change is consequential to the change in the Schedule E
Schedule H Maintenance Requirements S.No 1.2	The Supplier shall repair or rectify any defect or deficiency set forth in Paragraph 2 of this Schedule-H within the time limit specified therein and any failure in this behalf shall constitute a breach of the Agreement. Upon occurrence of any breach hereunder, the Utility shall take action as deemed necessary, without prejudice to the rights of the Utility under the Agreement, including Termination thereof.	Maintenance is Supplier’s Responsibility. The Utility is concerned with the Cumulative Availability. The Supplier is levied penalty for any shortfall in Availability. Therefore, no requirement to prescribe Damages in this Schedule
Annex - I (Schedule -I) Terms of Reference for Utility’s Engineer	<p><b>Role and functions of the Utility’s Engineer</b></p> <p>The role and functions of the Utility’s Engineer shall include the following:</p> <p>(i) review of the Documents as set forth in Paragraph4;</p> <p>(ii) review, inspection and monitoring of Construction Works as set forth in Paragraph 4;</p> <p>(iii) observe Tests as set forth in Paragraph4;</p>	Utility Engineer is only till COD, divestment shall happen at later point of time.

Clause	Deviation As Proposed By MPPMCL in PSA	Rationale for Change
	(iv) <Omitted>; (v) <Omitted>;	
Schedule-P Substitution Agreement Clause 8.1.1	Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Utility, Supplier and the Lenders" Representative. Such arbitration shall be held in accordance with the rules of Madhya Pradesh Arbitration Tribunal constituted as per Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983 as amended from time to time (the "Rules").	
Schedule-P Substitution Agreement Clause 8.1.2	The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The place of arbitration shall be Bhopal and the language of arbitration shall be English	