



ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY

S-3/59, MANCHESWAR INDUSTRIAL ESTATE, BHUBANESWAR-751010

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No: 2320

Date: 14/07/2021
PD-18/21

Corrigendum-2 to the e-Tender Call Notice No. 1748 dated 10th May 2021 Requesting for Proposal (RFP) for the selection of Solar Power Generator (SPG) for the development of Project under KUSUM-A scheme in Odisha on Build-Own-Operate (B-O-O) basis

In view of the queries received from the bidder(s) and notifications released by MNRE, following Addendum have been issued to the Request for Proposal (RFP).

Addendum to RFP

S/N	Reference	Existing Clause	Addendum – Revised Clause
1.	Definitions and abbreviation (page no.4 of RFP)	Bidder: shall mean the 'Individual Farmers/ Group of Farmers/ Cooperatives/ Panchayats/ FPO/ WUA setting up the Project on their own lands' or the 'Developer' setting up the Project on the lands of Individual Farmers/ Group of Farmers/ Cooperatives/ Panchayats/ FPO/ WUA'	Bidder: shall mean the 'Individual Farmers/ Group of Farmers/ Cooperatives/ Panchayats/ FPO/ WUA setting up the Project on their own lands' or the 'Developer' setting up the Project on the lands of Individual Farmers/ Group of Farmers/ Cooperatives/ Panchayats/ FPO/ WUA' <i>* Individual Farmers and Group of farmers need to submit their Farmer ID as registered in https://agrisnetodisha.ori.nic.in/</i>
2.	Tender Schedule	Due date and time for submission of online copies of Technical Bid and Price Bid: 14.07.2021 Time: 5:00 PM	Due date and time for submission of online copies of Technical Bid and Price Bid: 03.08.2021 , Time: 5:00 PM
		Due date and time for submission of hard copies of Technical Bid for select Bid Forms only: 16.07.2021, Time: 1:00 PM	Due date and time for submission of hard copies of Technical Bid for select Bid Forms only: 05.08.2021 , Time: 1:00 PM
		Due date and time for the opening of online Technical Bid, except Price Bid: 16.07.2021, Time: 3:00 PM	Due date and time for the opening of online Technical Bid, except Price Bid: 05.08.2021 , Time: 3:00 PM
3.	3.2.1.21 (page no.28 of RFP)	The selected SPG shall commission the Project within nine (9) months from date of issuance of LoA. The SPG may commission the Project during this period of nine (9) months and the GRDICO is obliged to purchase power from that commissioned Project any time after the issuance of LoA.	The selected SPG shall commission the Project within twelve (12) months from date of issuance of LoA. The SPG may commission the Project during this period of twelve (12) months and the GRDICO is obliged to purchase power from that commissioned Project any time after the issuance of LoA.

S/N	Reference	Existing Clause		Addendum – Revised Clause	
4.	3.3.1. (page no.29 of RFP)	Activities SPG achieving the financial closure and signing the Land Lease Agreement with the Developer (if applicable)	Timelines T3 = T0 + nine (9) Months*	Activities SPG achieving the financial closure and signing the Land Lease Agreement with the Developer (if applicable)	Timelines T3 = T0 + six (6) Months*
5.	4.1.1. (page no.30 of RFP)	In case the Bidder is participating as an Individual Farmers/ Group of Farmers, then the Bidder must have a valid PAN card and AADHAAR card		In case the Bidder is participating as an Individual Farmers/ Group of Farmers, then the Bidder must have a valid PAN card and AADHAAR card <i>* Individual Farmers and Group of farmers need to submit their Farmer ID as registered in https://agrisnetodisha.ori.nic.in/</i>	
6.	POWER PURCHASE AGREEMENT (PPA) (page no.1 of PPA)	ARTICLE 1: DEFINITIONS AND INTERPRETATION “Scheduled Commissioning Date” or “SCD” of the Project		ARTICLE 1: DEFINITIONS AND INTERPRETATION “Scheduled Commissioning Date” or “SCD” of the Project	
			shall mean [Insert date that is nine (9) Months from the Effective Date];		shall mean [Insert date that is twelve (12) Months from the Effective Date];
7.	4.3.1. (page no.7 of PPA)	GRIDCO, in any Contract Year shall not be obliged to purchase any additional energy from the SPG beyond what is stated in article 4.2.1. If for any Contract Year, except for the first Contract Year and last Contract Year of operation, it is found that the SPG has not been able to generate minimum energy of [insert energy equivalent to target CUF of 15%] kWh , on account of reasons solely attributable to the SPG, the non-compliance by SPG shall make the SPG liable to pay the compensation. For the first Contract Year and last Contract Year of operation, the above limits shall be considered on a pro-rata basis. The lower limit will, however, be relax able by GRIDCO to the extent of grid non-availability for evacuation which is beyond the control of the SPG. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such compensation shall be as determined as per the APPC tariff or the Tariff, whichever is minimum. This compensation shall not be applicable in events of Force Majeure identified under PPA. For generation in excess of [insert energy equivalent to target CUF of 18.7%] in a particular year shall be first adjusted towards generation compensation against offtake constraints as per article 4.9 and any remaining excess generation will be settled at 75% of applicable tariff.		GRIDCO, in any Contract Year shall not be obliged to purchase any additional energy from the SPG beyond what is stated in article 4.2.1. If for any Contract Year, except for the first Contract Year and last Contract Year of operation, it is found that the SPG has not been able to generate minimum energy of [insert energy equivalent to target CUF of 15%] kWh , on account of reasons solely attributable to the SPG, the non-compliance by SPG shall make the SPG liable to pay the compensation. For the first Contract Year and last Contract Year of operation, the above limits shall be considered on a pro-rata basis. The lower limit will, however, be relax able by GRIDCO to the extent of grid non-availability for evacuation which is beyond the control of the SPG. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such compensation shall be as determined as per the APPC tariff or the Tariff, whichever is minimum. This compensation shall not be applicable in events of Force Majeure identified under PPA. For generation in excess of [insert energy equivalent to target CUF of 18.7%] in a particular year shall be first adjusted towards generation compensation against offtake constraints as per article 4.9 and any remaining excess generation will be settled at 75% of applicable tariff.	

S/N	Reference	Existing Clause	Addendum – Revised Clause
8.	4.5.1. (page no.8 of PPA)	If the SPG is unable to achieve the COD of the Project by the Scheduled Commissioning Date other than for the reasons specified in Article 4.4.1, the SPG shall pay to GRIDCO, liquidated damages for the delay in such commissioning and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per the following: Delay beyond the Scheduled Commissioning Date up to (& including) the date as on nine (9) months from the Effective Date: The total Performance Bank Guarantee amount shall be encashed on per day basis and proportionate to the balance capacity not achieved COD.	If the SPG is unable to achieve the COD of the Project by the Scheduled Commissioning Date other than for the reasons specified in Article 4.4.1, the SPG shall pay to GRIDCO, liquidated damages for the delay in such commissioning and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per the following: Delay beyond the Scheduled Commissioning Date up to (& including) the date as on twelve (12) months from the Effective Date: The total Performance Bank Guarantee amount shall be encashed on per day basis and proportionate to the balance capacity not achieved COD.
9.	4.5.2. (page no.8 of PPA)	The maximum time period allowed for achieving the COD of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to 11 Months from the Effective Date. In case, the COD of the Project is delayed beyond 11 Months from the Effective Date, it shall be considered as an SPG Event of Default and provisions of Article 13 shall apply and the Contracted Capacity shall stand reduced/ amended to the Project Capacity Commissioned within 11 Months from the Effective Date and the PPA for the balance Capacity will stand terminated and shall be reduced from the Project Capacity.	The maximum time period allowed for achieving the COD of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to 15 Months from the Effective Date. In case, the COD of the Project is delayed beyond 15 Months from the Effective Date, it shall be considered as an SPG Event of Default and provisions of Article 13 shall apply and the Contracted Capacity shall stand reduced/ amended to the Project Capacity Commissioned within 15 Months from the Effective Date and the PPA for the balance Capacity will stand terminated and shall be reduced from the Project Capacity.
10.	4.5.1 (page no.8 of PPA)	Delay beyond the Scheduled Commissioning Date up to (& including) the date as on nine (9) months from the Effective Date: The total Performance Bank Guarantee amount shall be encashed on per day basis and proportionate to the balance capacity not achieved COD.	Delay beyond the Scheduled Commissioning Date up to (& including) the date as on Twelve (12) months from the Effective Date: The total Performance Bank Guarantee amount shall be encashed on per day basis and proportionate to the balance capacity not achieved COD.
11.	5.1.5. 4.5.1 (page no.8 of PPA)	The SPG shall achieve COD of the Project within nine (9) Months from the Effective Date. Declaration of COD shall only be done upon the successful visit by the Commissioning Committee.	The SPG shall achieve COD of the Project within twelve (12) Months from the Effective Date. Declaration of COD shall only be done upon the successful visit by the Commissioning Committee.

Memo No. 2321 /OREDA

Date 14/07/2021

Chief Executive

Copy forwarded to the Additional Secretary, MNRE, Govt. of India for favour of information.

Chief Executive

Memo No. 2321 / OREDA

Date 14/07/2021

Copy forwarded to the Principal Secretary, Energy Department, Govt. of Odisha for favour of information.

(6)
Memo No. 2322 / OREDA

Date 14/07/2021

Copy forwarded to the Director (Admin) / All Divisional Heads / Publicity Wing / Notice Board / Website of OREDA i.e. www.oredaodisha.com and M/S KEONICS, A Govt. of Karnataka Undertaking, No.29/1, Race course Road, Bangalore- 560 001 for information and necessary action.

Chief Executive

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