

ANNEXURE – 1
DEVIATION FROM STANDARD BIDDING DOCUMENTS

Long Term Power Procurement from Bhaiyathan Thermal Power Project

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DEVIATION FROM COMPETITIVE BIDDING GUIDELINES AND STANDARD BIDDING DOCUMENTS

1 DEVIATION FROM BIDDING GUIDELINES

1.1 SINGLE STAGE PROCESS

In compliance with Competitive Bidding Guidelines, CSEB has adopted for two stages process with both the RFQ and RFP being released simultaneously. Bidders shall be asked to submit response to RFQ and RFP together. However the RFP bids of only pre-qualified bidders will be processed for further evaluation. Further all the board resolutions, undertakings and letter of consent shall be asked along with RFQ so that detailed evaluation of technical and financial competency can be undertaken at the RFQ stage.

This approach along with time line suggested is adopted after detailed analysis of Bidder feedback, timelines considered adequate and reasonable for similar tariff based bid projects of Mundra and Sasan Ultra Mega Power Project (UMPP), preparedness of CSEB in terms of developmental activities undertaken and in the best interest of the Project. Further CSEB is mentioning below the details of the salient points for adopting this approach.

(I) Availability of Adequate Time with Bidders

While finalizing the timeline for the Project, CSEB has ensured that the bidders shall have adequate availability of time for preparing the competitive bid. CSEB has tried to ascertain the adequateness of timeline by looking at the preparedness of the activities undertaken by it and also comparing with the time schedule provided in Sasan Ultra Mega Power Project. The objective of CSEB has been to ensure availability of sufficient time period to the Bidders to arrive at the most competitive tariff.

CSEB is mentioning the extended time frame as stipulated in the Guidelines for Determining the Tariff (**the Guidelines**) by Ministry of Power.

Event	Elapsed Time from Zero date
Publication of RFQ	Zero date
Submission of Responses of RFQ	60 days
Shortlisting based on responses and issuance of RFP	90 days
Bid clarification, conferences etc	150 days
Final clarification and revision of RFP	180 days

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Event	Elapsed Time from Zero date
Technical and price bid submission	360 days
Shortlisting of bidder and issue of LOI	390 days
Signing of Agreements	425 days

CSEB would like to submit that even in Sasan and Mundra UMPP, time period provided from release of RFQ to issuance of LoI has been 8 (eight) months and 29 (twenty nine) days. CSEB proposes the following time schedule after taking into account the prevailing conditions as well as the time schedule proposed for Sasan and Mundra UMPP. As is evident CSEB is proposing 8 (eight) months and 21 (twenty one) days from the release of RFQ to issuance of LoI. The Bidders (same set of bidders participating in Bhaiyathan TPP) have favourably responded for Sasan and Mundra UMPP having similar time frame as compared to Bhaiyathan TPP:

Date	Event	Remarks
Commencement of sale of bid documents	March 01, 2007	
Last date of sale of bid documents	April 02, 2007	
Pre Bid Meetings	April 30 & June 15, 2007	
Last date for amendment in bid documents	June 19, 2007	
Release of final bid documents after duly approved by CSERC*	July 30, 2007	
Last date for submission of written clarification	September 01, 2007	
Qualification, Technical and Price Bid Submission in response to bid document	October 01, 2007 at 15.00 hrs IST	<i>182 days in place of 170 days in case of Sasan and Mundra UMPP (from draft RFP to submission of bid)</i>
Opening of RFQ documents	October 01, 2007 at 16.00 hrs IST	
Selection of qualified bidders	October 15, 2007	
Opening of Envelope I - RFP	October 22, 2007 at 16.00 hrs IST	
Opening of Envelope II - RFP	November 07, 2007 at 11.30 hrs IST	
Issuance of Letter of Intent	November 21, 2007	
Signing of Agreement	December 15, 2007	

* Shall be subject to approval by CSERC

The time line for Sasan and Mundra UMPP is mentioned below

Date	Event
March 31, 2006	Issuance of RFQ
June 22, 2006	Issuance of Draft RFP

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Date	Event
By July 3, 2006	Submission of written clarifications/amendments, if any, on the RFP
July 4, 5, 11, 12 and 25, 2006	Pre-Bid meetings
August 21, 2006	Issue of final RFP
By November 22, 2006	Submission of Bid (<i>Extended by 15 days later on</i>)
November 22, 2006	Opening of Non Financial Bid (<i>Extended by 15 days later on</i>)
November 29, 2006	Opening of Financial Bid (<i>Extended by 15 days later on</i>)
By December 29, 2006	Selection of Successful Bidder and issue of LOI
By February 27, 2007	Signing of RFP Project Documents

Thus time period provided by CSEB for Bhaiyathan TPP is in line with time line acceptable by Bidders for Sasan and Mundra UMPP.

(II) Activities to be undertaken by the Procurer

CSEB has also taken the initiatives to complete the developmental activities in advance as compared to similar UMPP (Sasan UMPP) to facilitate the Bidder for preparing the competitive bid. CSEB expects advance completion of these activities will facilitate in having wider participation. As is evident from the following table, development activities required shall be completed either in advance or similar to what has been done in case of Sasan UMPP.

SN	Activity	Bhaiyathan TPS	Sasan UMPP	Remarks
1	Site identification	Identified prior to bid process	Identified prior to bid process	In compliance
2	Issue of Section 6 notification, Declared price of land and draft R&R including cost	Thirty (30) days prior to Bid Deadline	Thirty (30) days prior to Bid Deadline	In compliance. Rather Section 9(iii) for Power Station land already issued.
3	Environmental and forest clearances	Prior to the issue of the Letter of Intent.	Prior to the issue of the Letter of Intent.	In compliance
4	Allocation of Captive Coal Mine(s) and geological report (GR)	June 15, 2007 (ie. 105 days prior to Bid deadline)	ninety (90) days prior to Bid Deadline	Advanced compared to Sasan. Further, CSEB is also furnishing the mining plan (as applicable for reference to bidders)
5	Tying up water linkage for the Project requirement	Sixty (60) days prior to Bid Deadline	Thirty (30) days prior to Bid Deadline	Advanced 50 MCM tied up and 10 MCM received in principle
6	Water intake study report and	June 15, 2007 (Ninety (90) days	Advanced

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SN	Activity	Bhaiyathan TPS	Sasan UMPP	Remarks
	Project Report including geo-technical study, topographical survey, area drainage study, socio-economic study and EIA study (rapid),	ie. 105 days prior to Bid deadline) except final Detail Project Report which is 90 days prior to Bid Deadline	prior to Bid Deadline	
7	Coal Transportation System: Feasibility report and details of walk through survey	sixty (60) days prior to Bid Deadline	Not mentioned in RFP issued.	Additional activity undertaken by CSEB
8	Transmission System upto Delivery Point / Interconnection Point: Reconnaissance Survey	sixty (60) days prior to Bid Deadline	Not applicable	
9	Details regarding the Interconnection Points and Facilities	sixty (60) days prior to Bid Deadline	thirty (30) days prior to Bid Deadline	Advanced

(III) Enhancing Competition

The competition is restricted within limited qualified bidders in case the response to RFP is submitted subsequent to RFQ stage. The bidders may take the advantage of such situation. However, the response to RFQ and RFP are submitted together, the bidders have to take possibility of larger competition while quoting for the project and it may result into lower tariff.

Further, the simultaneous submission of the response may restrict any manipulation in the bid by the qualified bidders.

(IV) Bidder Feedback

Taking cognisance of Bidder feedback in 1st pre bid conference on April 30, 2007 and subsequent queries received, this revised time schedule as per item I has been circulated to Bidders. None of Bidders have either objected to same in 2nd pre-bid conference held on June 15, 2007 or through their subsequent communication.

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2 DEVIATION FROM STANDARD BIDDING DOCUMENT

CSEB has mentioned below the deviations to the Standard Bidding Documents (SBD), as issued by Ministry of Power, Government of India. The Standard Bidding Document is drafted as model documents for project having multiple Procurers. CSEB is single procurer from the Project. Thus, the word “Procurers” or “Authorised Representative” is replaced by “Procurer” or “Chhattisgarh State Electricity Board”. CSEB has also suitably modified the SBD in case of aspects related to Allocated Capacity among the Procurers or clauses having reference to multiple procurers.

2.1 REQUEST FOR QUALIFICATION

SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPP (CSEB)	Remarks
1	2.1.3	Financial Qualification	Financial Qualification	<p>The financial qualification viz. Internal Resource Generation, Net worth and Annual Turnover are in compliance with Standard Bidding Document.</p> <p>However the bidder shall meet the financial qualification to the rating of power plant (in range of 1200 – 1500 MW) quoted by the bidder. The quoted capacity by the Successful Bidder will be maximum capacity of the plant. In this case, it complies with the stipulation of Standard Bidding Documents that the financial qualification shall be complied with maximum capacity of the plant.</p>
2	2.1.4	The Bidder must have experience of developing projects (not necessarily in the power sector) in the last 10 years whose aggregate capital costs must not be less than the amount equivalent to Rs. 0.75 Crore per MW of the	The Bidding Company or any Member having minimum 26% of entire equity requirement of the Project less equity of 26% required to be allotted to CSEB in the Project Company (in case of a Bidding Consortium) shall be a firm who	The technical requirement as per the Standard Bid Documents relies heavily on developing project without any distinction between bidders having experience in infrastructure or power sector with bidders having experience

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SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPP (CSEB)	Remarks
		<p>maximum capacity specified by the Procurer. Out of these projects, the capital cost of at least one project should be equivalent or more than Rs. 0.125 Cr. Per MW of the maximum capacity specified by the Procurer. For this purpose, capital expenditure on projects that have been completed at least 7 (seven) days before the RfQ submission date shall be considered.</p>	<p>has established/ developed project(s) or have projects under implementation in power sector where financial closure has been achieved at least 7 (seven) days before the RFQ submission date. Power projects established/developed or under implementation for which financial closure has been should have at least a single unit of 200 MW or above. The Bidding Company / any Member (having minimum 26% of entire equity requirement of the Project less equity of 26% required to be allotted to CSEB in the Project Company) shall have 51% of equity stake in the power project which is having a unit size of 200 MW or above.</p> <p>Financial closure is defined as the execution of all the financing agreements required for the project and fulfilment of conditions precedents and waiver, if any, of any of the conditions precedent for the initial draw down of funds there under.</p>	<p>in non-infrastructure sectors. Further the criteria give utmost importance to capital cost of the projects being executed by the bidders.</p> <p>Considering that this Project shall involve both Power generation and transmission and considering the experience of many power projects allotted or proposed to undertaken by developers having non-power sector experience, CSEB proposes that the developer shall have core competence in power sector.</p> <p>Further such bidder should also have major equity (i.e. 51%) in the project. This demonstrates the commitment of the developer to that project and shall also avoid the situation where more than one bidder is taking benefit from such project on technical qualification.</p>
3	2.5.1.1	<p>The submitted proposal must mention the Lead Member and the Lead Member should designate one person to represent the consortium in its dealings with the Authorised Representative and Procurers. The person designated by the</p>	<p>The bid can be submitted by a consortium of companies subject to a cap of 3 (three) members. The submitted proposal must mention the Lead Member and the Lead Member should designate one person to represent the</p>	<p>The cap of three (3) has been decided to have a manageable consortium.</p> <p>Further the Lead member is requested to have 51% of equity(excluding the equity subscribed to CSEB). Higher</p>

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SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPP (CSEB)	Remarks
		Lead Member should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitment on behalf of the consortium, etc as per the format enclosed as Annexure 8.	consortium in its dealings with the Procurer. The person designated by the Lead Member should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitment on behalf of the Consortium, etc. as per the format enclosed as Annexure 5.	equity stake has been stipulated to ensure sufficient commitment form the Lead member.
4	2.5.1.4 of SBD	Any request for change in the membership of the consortium would be considered only upon the Bidding Consortium making a written application to the Authorised Representative seeking its approval for such change at least 30 days prior to the last date of submission of RFP Bids-----	No change in the consortium shall be permitted after submission of the Bids. Further, the Bidding Consortium can participate in the bidding process for the Project only if any member of the Consortium has purchased the Bid Documents. Requirement relating to equity lock-in would as specified in RFP.	There is no provision for change in consortium composition as response to RFQ and RFP are submitted simultaneously.
5	2.5.2.2	The Bidding Company should submit a power of attorney, authorising the signatory of the Application to commit the Bidder as per format provided in Annexure 8, alongwith submission of responses of RFQ. At the RFP Stage, the Bidding Company should provide for the Board Resolution committing 100% of equity requirement. Any request for change in the promoters of	The Bidding Company should submit a power of attorney, authorising the signatory of the Application to commit the Bidder as per format provided in Annexure 5. Further, the Bidding Company should provide for the Board Resolution committing 100% of equity requirement of the Project.	Board Resolution is requested at RFQ stage as the response to RFQ and RFP is submitted simultaneously.

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		the Bidding Company, or in responsibilities, or in equity commitments of any promoters is allowed, however, such change must be communicated to Procurers in writing provided however the effective equity holding lock-in requirements of the promoters into the SPV will be specified in the RFP.		
6	3.2.1			Added “Non submission of Applicable Board Resolutions, Power of Attorney, Letter of Consent and Letter of Undertaking” as these Annexures are shifted from RFP to RFQ as the submission of response to RFP and RFQ are simultaneously.
7	3.3.4	The Bidding Company or a Consortium Member (including Lead Member) can take 100% benefit of the technical (mentioned in clause 2.1.4) and financial capability (mentioned in clause 2.1.3) of a Parent or its Affiliates for the purpose of Bid Evaluation. If a Bidding Company or a Member in Bidding Consortium wishes to take benefit of the technical and financial capability of its parent company or its Affiliates, it will have to submit legally binding	The Bidding Company or a Consortium Member (including Lead Member) can take 100% benefit of the technical (mentioned in clause 2.1.4) and financial capability (mentioned in clause 2.1.3) of a Parent Company or its Affiliates for the purpose of Bid Evaluation. If a Bidding Company or a Member in Bidding Consortium wishes to take benefit of the technical and financial capability of its Parent company or its Affiliates, it will have to submit legally	CSEB has made the provision for board resolution from Affiliate company or parent company of Affiliate company for infusing the equity in case of default by the participating company. This is to take account of the fact that in infrastructure sector project are undertaken through special purpose vehicle route whose primary and sole purpose is to undertake a particular project and cannot issue undertaking or guarantee on behalf of affiliate

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SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPP (CSEB)	Remarks
		<p>undertaking supported by a <u>board resolution in the RFP stage</u> from its parent company or its Affiliates that all the equity investment obligations of the Bidding Company or the Member of the Consortium shall be deemed to be equity investment obligations of the parent company or its Affiliates and in the event of any default the same shall be met by the parent company or its Affiliates. Moreover, the Bidding Company or the Consortium Member shall have to provide a certificate stating the exact relationship with such Parent / Affiliate including exact details about the equity shareholding. Such certificate shall be certified by the Company Secretary and one of the Directors of the Bidding Company / Consortium Member.</p>	<p>binding undertaking as per format in <u>Annexure 9 supported by a board resolution as per format in Annexure 2</u> from its Parent Company or its <u>Affiliates/ Parent Company of its Affiliates</u> that all the equity investment obligations of the Bidding Company or the Member of the Consortium shall be deemed to be equity investment obligations of the Parent Company or its Affiliates/ Parent Company of its Affiliates and in the event of any default the same shall be met by the Parent Company or its Affiliates/ Parent Company of its Affiliates. Moreover, the Bidding Company or the Consortium Member shall have to provide a certificate stating the exact relationship with such Parent / Affiliate including exact details about the equity shareholding. Such certificate shall be certified by the Company Secretary and one of the directors of the Bidding Company / Consortium Member.</p>	<p>company. Further it also accommodate the strength of parent company of such affiliate who has requisite strength to bring in the necessary equity.</p>
8	4.2.1 (sub point 4)	Lead Member of the Bidding Consortium: There shall be only one Lead Member, which shall be a	Lead Member of the Bidding Consortium: There shall be only one Lead Member, which shall be a	The lead member with 51% of equity stake of the Bidding Consortium will have the decisive control in the consortium. This will result into better

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SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPP (CSEB)	Remarks
		company committing at least 26% equity stake in the Bidding Consortium.	company committing at least 51% of equity stake of the Bidding Consortium that is 51.00% of entire equity requirement of the Project less equity of 26.00% required to be allotted to CSEB.	consortium. This will result into better operation of consortium and also ensure better accountability
9	4.2.3.1 & 4.2.3.2	Requested in RFP	<p>Last three information</p> <ul style="list-style-type: none"> ➤ Original Power of Attorney in the prescribed format issued by the Bidding Company in the favour of person signing the Bid. ➤ Board Resolution of the Parent Company and/or Affiliate/ Parent Company of Affiliate whose technical and financial credentials have been considered in accordance with clause 3.3.4 indicating its approval to commit the equity requirement of the Project including allotting 26.00% of the equity shares of the Project to CSEB as contemplated herein above. ➤ Undertaking of the Parent Company and/or Affiliate / Parent Company of the Affiliate in the prescribed format whose technical and financial credentials have been 	By bringing in these information at RFQ stage, the evaluation at RFQ stage will essentially shortlist the competent bidders. Further, CSEB has requested the Response to RFQ and RFP simultaneously, thus there will not be any concern at the bidders' end.

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SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPP (CSEB)	Remarks
			considered in accordance with clause 3.3.4 for the equity commitment of Bidding Company including allotting 26.00% of the equity shares of the Project to CSEB as contemplated herein above.	
10	Annexure 2& 3 of SBD	<ul style="list-style-type: none"> ➤ Joint Deed Agreement Among The Participating Distribution Licensees ➤ Letter Of Consents From All The Participating Distribution Licensees 	Not incorporated	Not applicable as CSEB being single procurer.
11	Annexure 2 of CSEB	Covered in RFP as Annexure 8	Format for Board Resolution	Being simultaneously submission of RFQ and RFP, CSEB has incorporated this Annexure so as the authenticity of proposal will be evaluated at RFQ stage.
12	Annexure 4 of SBD	Executive Summary	Incorporated as Annexure 10	
13	Annexure 4 of CSEB		Details to be furnished for Technical and financial qualification	The format is incorporated to facilitate the bidders to incorporate the details for their financial and technical qualifications. The SBD does not specify the format for requesting the details. The same is in line with format as issued for Ultra Mega Power Projects.
14	Annexure 5 of SBD	Draft Format of Covering Letter	Incorporated as Annexure 7	

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SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPP (CSEB)	Remarks
15	Annexure 6 of SBD	Model PPA	Incorporated as Annexure 3	
16	Annexure 7 of SBD	Format For Joint Deed Agreement Among The Bidding Consortium Members	Incorporated as Annexure 6	Changes made limited to incorporation of project structuring ie. 26% of equity to be offered for CSEB.
17	Annexure 8 of SBD	Format for Power of Attorney for Signing Bid	Annexure 5	Being simultaneous submission of RFQ and RFP, Power of Attorney is requested at RFQ stage. Thus Annexure 10 of RFP of SBD is incorporated as Annexure 5.
18	Annexure 7 of CSEB	Not Incorporated	Format for Letter of Consent	It is to have commitment by each member for participating in the project. This is in line with such requirement in latest issuance of RFQ for Jharkhand Ultra Mega Power Project.
19	Annexure 8 of CSEB		Formats for Undertaking	For equity commitment from Parent company/ affiliate, this is similar to Annexure 10A of RFP.

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2.2 REQUEST FOR PROPOSAL

SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPP (CSEB)	Remarks
1	Definition	Authorised Representative	Not Incorporated	Non applicability of authorised representative as CSEB being single procurer for the Project.
2	Definition	Not available	Definition of Captive Coal Blocks, Contracted Capacity incorporated	<p>Definition of Coal blocks is not incorporated in standard bidding documents as SBD are model bid documents and does not specifically mention the source of fuel.</p> <p>Contracted capacity is incorporated for better clarity in RFP due to unique structure of proposed project where only 65.00% of the capacity has been contracted and for remaining capacity off taker has not been identified.</p>
3	Definition		“Project” shall mean the thermal Power Plant proposed to be setup at Bhaiyathan District Surguja, Chhattisgarh, mining of Captive Coal Blocks to be operated as per Assistance and Operator Agreement, coal transportation from Captive Coal Blocks from coal mines to Power Plant, and supply of power from Power Plant till Raipur Load Centre through 400 kV transmission line and the matters connected therewith and	The definition is to explicitly describe the details of Project as well as Project Report.

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SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPP (CSEB)	Remarks
			<p>incidental thereto, in respect of which the present RFP is issued.</p> <p>“Project Report” shall mean the report as detailed clause 1.4.v, vi and viii containing the basic information regarding the Project, Site and other details;</p>	
4	Definition	<p>RFP Project Document shall mean the following documents to be entered into in respect of the Project, by the parties to the respective agreements:</p> <p>a) PPA; b) Default Escrow Agreement; c) Agreement to Hypothecate cum Deed of Hypothecation; d) Port Services Agreement – if applicable; e) Share Purchase Agreement – if applicable; and f) any other agreements designated as such, from time to time by the Procurer/Procurers and the Authorised Representative;</p>	<p>“RFP Project Documents” shall mean the following documents to be entered into in respect of the Project, by the parties to the respective agreements:</p> <p>(a) PPA; (b) Share Subscription Agreement (c) Assistance and Operator Agreement (d) any other agreements designated as such, from time to time by the Procurer prior to submission of Financial Bid by the bidder or any other agreements as mutually agreed between Procurer and Successful Bidder;</p>	Revised as per the proposed structure for this project.
5	1.4	Activities to be undertaken by Procurer	Activities to be undertaken by Procurer	CSEB has specified the activities to be undertaken by CSEB to facilitate the bidder to submit the competitive bid by the bidders.
6	1.5 of SBD	The Design Energy of the project for the purpose of evaluation of the Bid and	The Contracted Capacity shall be sold only to the Procurer, as per the terms	This clause is not applicable for thermal project. In place of this

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SN	Reference	Std Bidding Document (SBD)	Bhayathan TPP (CSEB)	Remarks
		for Tariff Payment during the term of the payment is [] MU.	and conditions of the PPA. The Procurer would retain dispatch rights over the Contracted Capacity of the Power Station, as per the terms of the PPA. The Seller and Procurer shall comply with their respective obligations mentioned in the RFP and RFP Project Documents	clause, CSEB has incorporated a clause regarding compliance with terms of RFP and RFP project documents.
7	2.1.2	All Bidders are required to ensure compliance with the important conditions mentioned in Format 3 of Annexure 6. In the event of non-fulfillment of any of the conditions specified in Format 3 of Annexure 6, the Bid may be considered by the Procurer/Authorised Representative (as applicable) to be non-responsive.	All Bidders are required to ensure compliance with the important conditions mentioned in Format 2 of Annexure 6. In the event of non-fulfillment of any of the conditions specified in Format 2 of Annexure 6, the Bid may be considered by the Procurer to be non-responsive.	Format 2 of Annexure 6 specify the role envisaged and equity participation by the members of consortium. The same is covered under Annexure 10 of RFQ. Thus Format 3 is referred as Format 2 by CSEB.
8	2.1.3			Clauses are customised as per the proposed project structure. Clause 2.1.3 and 2.1.3 A of SBD are not applicable as there is no fuel supply agreement 2.1.3.1 of SBD is incorporated as 2.1.3 in CSEB document. 2.1.3.2 of SBD is incorporated as 2.1.3A in CSEB document.
9	2.6.1	Any time before the issue of RFP mentioned in Clause 2.8.2, the Procurer/Authorised Representative (as applicable) may, for any reason, whether at its own initiative or in response to a clarification requested by	Upto 15 days prior to Bid Deadline, Procurer may, for any reason, whether at its own initiative or in response to a clarification requested by any Bidder, modify or amend the RFP (including RFP Project Documents), including the	Incorporated additional text regarding CSEB commitment to complete various tasks specified under Clause 1.4, so as the bidders will have sufficient time to prepare the competitive bid.

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SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPP (CSEB)	Remarks
		any Bidder, modify or amend the RFP (including RFP Project Documents), including the timelines specified in RFP.	timelines specified in RFP, <u>provided that the Procurer shall have the obligation to provide the information and complete the tasks mentioned in Clause 1.4 within the time period stipulated therein.</u>	
10	2.7.1.1	1. Board Resolution 2. Bid Bond 3. Bidders' undertaking 4. Covering Letter 5. Original Power of Attorney 6. Undertaking from Parent company	1. Covering Letter 2. Bid Bond 3. Bidders' Undertakings	Board Resolution, Original Power of Attorney and Undertaking from Parent Company are shifted to RFQ as Annexure 2, 5 and 8 of CSEB respectively.
11	2.7.2.4 of SBD	(Insert if applicable) Bidders may note that the Project may qualify for "carbon finance" through Clean Development Mechanism ("CDM") of UNFCCC or any other carbon trading mechanism namely EU-TS etc. resulting in additional revenue stream in terms of Certified Emission Reductions ('CERs') which are a tradeable commodity. Bidders may like to consider such benefits while quoting Quoted Tariff. Bidders are required to make necessary assessment of possibility of availing "carbon finance" benefits on their own. However, it may be noted that the Procurer/Procurers and Authorised Representative do not take any responsibility or liability on this account whatsoever.	Not Incorporated	Not applicable as the technology is not specified. The bidder may take this call at his end.

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12	2.7.3 of SBD	Change in Bidding Consortium	Not incorporated	Being RFQ and RFP are submitted simultaneously; thus this provision will not be applicable.
13	2.11.2 of SBD	The cost of this RFP is Rupees [] or U.S. Dollar [] which shall be non-refundable. This amount shall be payable by a crossed demand draft or banker's cheque drawn in favour of Procurer/Authorised Representative (as applicable).	Not incorporated	Not applicable as the cost of bid documents are collected during the issuance the documents including RFQ, RFP and RFP documents.
14	3.3.1.3 (a)	Purpose of comparison of bids		Appropriately amended as per applicability to the Project.
15	Format 2 of Annexure 6 of SBD	Executive Summary		Incorporated in CSEB RFQ document as Annexure – 10.

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DEVIATION FROM STANDARD BIDDING DOCUMENTS

Long Term Power Procurement from Bhaiyathan Thermal Power Project

2.3 POWER PURCHASE AGREEMENT

SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPS (CSEB)	Remarks
1	Definition		Available Capacity: Means in relation to a Unit or the Power Station at any time means the net capacity of the Unit or the Power Station at the relevant time (expressed in MW at the generator terminals) as declared by the Seller	As the contracted capacity for this project is part of total capacity of project. Thus the available capacity is defined to establish the capacity as available for the power plant
2	Definition	Availability Factor” or “Availability”: shall have the meaning ascribed thereto in ABT (provided that in place of Installed capacity and Normative auxiliary consumption it shall be Contracted Capacity).	“Availability Factor” or “Availability” shall have the meaning ascribed thereto in ABT (provided that in place of Installed capacity and Normative auxiliary consumption it shall be Installed Capacity and in place of Declared Capacity it shall be Available Capacity)	The availability factor is defined at the generator terminal due to part contracted power from the project. The metering at Interconnection Point is limited to contracted capacity for CSEB. Thus the revision in the definition is to incorporate the variation.
3	Definition	Contracted Capacity: means (i) for the first Unit, [] MW; (ii) for the second Unit, [] MW; (iii) for the third Unit, [] MW and so on till last Unit, rated net capacity at the Interconnection Point, and in relation to the Power Station as a whole means [] MW rated net capacity at the Interconnection Point	Contracted Capacity: Means ____ MW (65% of Installed Capacity i.e. nameplate rating equivalent to ____ MW) rated net capacity till COD of Power Station and post COD 65% of aggregate of available capacities at generator terminal and the Contracted Capacity shall be measured at the Interconnection Point	To be in consistent with proposed project structure for Bhaiyathan TPS. CSEB will get 65% of available capacity at generator terminal continuously post COD of power plant.
4	Debt		Debt: means the principal amount of the financing debt incurred by the Seller (as per the terms of the Financing Agreements) from the Lenders to finance the Project according to the	This is in line with project structure. This brings the better clarity.

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Long Term Power Procurement from Bhaiyathan Thermal Power Project

SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPS (CSEB)	Remarks
			Capital Structure Schedule on or before the COD of the Power Station	
5	Definition	Not defined	Equity: means actual capital cost of the Project on the Commercial Operation Date of the Power Station, as certified by the auditors appointed jointly by the Seller and Procurer and which is not termed as Debt;	Equity is defined for clarity on project structuring i.e. 26% of equity stake of CSEB in the project.
6	Definition	Not defined	<p>“Installed Capacity” means the aggregate of the name plate megawatt capacities of the Units at generator terminals for Power Plant or name plate megawatt capacity of the Unit at generator terminal for the Unit for commissioning test, initial performance test, commercial operation and repeat performance test.</p> <p>For all other purposes including availability, installed capacity will be total capacity declared by Successful Bidder at Interconnection/ Delivery Point or _____ MW (bidder to mention maximum capacity at Delivery Point as mentioned in RFP) which ever is higher;</p>	<p>SBD stipulates the applicability of Contracted Capacity for various activities viz. testing, availability etc. as the Procurer under PPA is off taking 100% available power from the plant.</p> <p>In case of Bhaiyathan, CSEB will be off taking 65% of available power. Thus definition of Installed Capacity is incorporated required for testing, availability etc..</p>
7	Definition	"Interconnection Facilities" or	"Interconnection Facilities" or	Amended as per requirements of

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Long Term Power Procurement from Bhaiyathan Thermal Power Project

SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPS (CSEB)	Remarks
		<p>“Interconnection and Transmission Facilities”: Means the facilities on the Procurers' side of the Interconnection Point for receiving and metering Electrical Output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers and associated equipment, relay and switching equipment and protective devices, safety equipment and, subject to Article 9, the Metering System required for the Project.</p> <p>The Interconnection Facilities also include the facilities for receiving power at the Delivery Point where the transmission line from the Power Station Switchyard end is injecting power into the transmission network (including the dedicated transmission line connecting the Power Station with the transmission/CTU network)</p>	<p>“Interconnection and Transmission Facilities”: Means the facilities on the Procurers' side of the Interconnection Point for receiving and metering Electrical Output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers and associated equipment, relay and switching equipment and protective devices, safety equipment and, subject to Article 9, the Metering System required for the Project.</p> <p>The Interconnection Facilities also include the facilities for receiving power at the Delivery Point where the transmission line from the Power Station Switchyard end is injecting power into the Procurers' load centre (including the dedicated transmission line connecting the Power Station with the Procurers' load centre) ;</p>	<p>project structure for Bhaiyathan TPS.</p>
8	Definition	<p>Power Station means the:</p> <p>(a) [insert fuel type] power</p>	<p>Power Station Means the:</p> <p>(a) coal fired power generation</p>	<p>Amended as per requirements of project structure for Bhaiyathan TPS.</p>

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Long Term Power Procurement from Bhaiyathan Thermal Power Project

SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPS (CSEB)	Remarks
		<p>generation facility comprising of any or all the Units;</p> <p>(b) any associated fuel handling, treatment or storage facilities of the power generation facility referred to above;</p> <p>(c) any water supply, treatment or storage facilities required for the operation of the power generation facility referred to above;</p> <p>(d) the ash disposal system including ash dyke [as applicable];</p> <p>(e) township area for the staff colony; and</p> <p>(f) bay/s for transmission system in the switchyard of the power station,</p> <p>(g) all the other assets, buildings/structures, equipments, plant and machinery, facilities and related assets required for the efficient and economic operation of the</p>	<p>facility comprising of any or all the Units;</p> <p>(b) any associated fuel handling, treatment or storage facilities of the power generation facility referred to above;</p> <p>(c) any water supply, treatment or storage facilities required for the operation of the power generation facility referred to above;</p> <p>(d) the ash disposal system including ash dyke;</p> <p>(e) township area for the staff colony;</p> <p>(f) the transmission system from the power station upto Delivery Point or Interconnection Point; and</p> <p>(g) all the other assets, buildings/structures, equipments, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility;</p>	

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SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPS (CSEB)	Remarks
		power generation facility; whether completed or at any stage of development and construction or intended to be developed and constructed as per the provisions of this Agreement.	whether completed or at any stage of development and construction or intended to be developed and constructed as per the provisions of this Agreement.	
9	Definition	Not Defined	“Procurer Debt Service” means Debt Service multiplied by __ MW (65% of Installed Capacity i.e. nameplate rating equivalent to ____ MW) divided by Installed Capacity	CSEB has contracted capacity of 65% of installed capacity and debt service shall be limited to 65% for the Procurer under this PPA. Thus the definition of Procurer Debt Service is incorporated so that CSEB liability is restricted during Force Majeure event to only CSEB portion of Debt Service and not the entire Debt Service requirement..
10	Definition	Not Defined	“Share Subscription Agreement” means the agreement dated ----- executed between Selected Bidder and Procurer whereby Selected Bidder has agreed to allot 26.00% of Equity requirement of the Seller	Incorporated as per requirements of project structure for Bhaiyathan TPS.
11	Definition	Not Defined	“Time Schedule” Means time schedule for construction of the Project to be complied by Seller and as specified in Schedule 12;	SBD does not envisage any regular monitoring except progress report after the award of contract to the developer. CSEB wish to bring a broad time schedule to check the regular progress

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Long Term Power Procurement from Bhaiyathan Thermal Power Project

SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPS (CSEB)	Remarks
				as CSEB shall not be only the offtaker of the project but also the shareholder of the company.. Thus the definition of Time Schedule is incorporated.
12	3.3.3 (A)	a) total amount of purchase price paid by the Successful Bidder to the shareholders of the Seller to acquire the equity shares of the Seller as per the RFP; plus b) total amount of the Declared Price of Land to the extent paid by the Seller after the acquisition of its 100% shareholding by the Selected Bidder; plus c) an additional sum equal to ten percent (10%) of the sum total of the amounts mentioned in sub-clauses (a) and (b) above.	a) Transfer price as paid by the Seller and total amount paid as statutory fee and/or any other charges with supporting documents to Indian Government Instrumentality in connection with the development of the Project; plus b) total amount of the Declared Price of Land to the extent paid by the Seller; plus c) an additional sum equal to ten percent (10%) of the sum total of the amounts mentioned in sub-clauses (a) and (b) above.	Revised to incorporate the project structure as successful bidder shall be paying the consideration value directly to CSEB and then incorporating the Seller rather than purchasing the shareholding of the Seller.
13	3.4.6 of CSEB		If the Seller fails to comply with Time Schedule given in Schedule 12 of this Agreement, subject to conditions mentioned in Article 4.5.1, the Procurer shall have the right to encash the Performance Guarantee and appropriate in their favour as liquidated damages an amount specified in Article 4.8.1,	In line with the remarks as mentioned under point (11).

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Long Term Power Procurement from Bhaiyathan Thermal Power Project

SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPS (CSEB)	Remarks
			without prejudice to the other rights of the Procurer under this Agreement.	
14	4.1.1 (b)	b) executing the Project in a timely manner so as to enable each of the Units and the Power Station as a whole to be Commissioned no later than its Scheduled Commercial Operations Date and such that as much of the Contracted Capacity as can be made available through the use of Prudent Utility Practices will be made available reliably to meet the Procurers' scheduling and dispatch requirements throughout the term of this Agreement but under no event earlier than 42 months from NTP;	<p>b) executing the Project in a timely manner so as to enable each of the Units and the Power Station as a whole to be Commissioned no later than its Scheduled Commercial Operations Date and such that as much of the Contracted Capacity as can be made available through the use of Prudent Utility Practices will be made available reliably to meet the Procurers' scheduling and dispatch requirements throughout the term of this Agreement;</p> <p>c) Comply with the Time Schedule as specified in Schedule 12 of this Agreement.</p>	<p>No event earlier than 42 months from NTP is not specifically mentioned in CSEB documents as it is expected that the bidders will quote the most competitive time schedule. The revised COD, if required by the Seller, may be mutually discussed and agreed upon during that period.</p> <p>Point (C) is incorporated in line with remarks for Point 11.</p>
15	4.2(f)	Not incorporated	(f) Providing reasonable assistance and supporting the Seller in obtaining environment and forest clearance for Captive Coal Mines.	Bhaiyathan TPS has captive coal blocks as part of the project. Thus incorporated to facilitate the bidder to get the approval for coal mines. Further in order to get competitive prices for tariff, CSEB will extend the

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SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPS (CSEB)	Remarks
			<p>g) shall provide all administrative assistance including issuing necessary letter of recommendation for obtention of mega power status for the Power Station.</p> <p>However responsibility for obtention of mega power status including liasing with Government of India and any other appropriate authority shall vest solely with the Seller.</p>	<p>necessary support for mega power status.</p>
16	4.4.3	<p>If a Procurer does not avail of power upto the Available Capacity provided by the Seller corresponding to such Procurer's Allocated Capacity, and the provisions of Article 4.4.2 have been complied with, the Seller shall be entitled to sell such Available Capacity not procured, to any person without losing the right to receive the Capacity Charges from the Concerned Procurer for such un-availed Available Capacity. In such a case, the sale realization in excess of Energy Charges, shall be equally shared by the Seller with the Concerned Procurer. In the event, the</p>	<p>If the Procurer does not avail of power upto the Contracted Capacity by the Seller, the Seller shall be entitled to sell such Contracted Capacity not procured, to any person without losing the right to receive the Capacity Charges from the Procurer for such un-availed Contracted Capacity. In such a case, the sale realization in excess of Energy Charges, shall be equally shared by the Seller with the Procurer. In the event, the Seller sells such Contracted Capacity to the shareholders of the Seller or any direct or indirect affiliate of the Seller/shareholders of the Seller without</p>	<p>Revised to the extent of single procurer and Available Capacity to Contracted Capacity due to single Procurer</p>

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SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPS (CSEB)	Remarks
		<p>Seller sells such Available Capacity to the shareholders of the Seller or any direct or indirect affiliate of the Seller/shareholders of the Seller without obtaining the prior written consent of the Procurer, the Seller shall be liable to sell such Available Capacity to such entity at tariffs being not less than the Tariff payable by the relevant Procurer whose capacity is being sold pursuant to this Article. If more than one Procurers do not avail fully of their Allocated Contracted Capacity, provisions of this Article shall be applicable to them mutatis mutandis and in such case, fifty percent (50%) of the excess over Energy Charges recovered by the Seller from sale to third party shall be retained by the Seller and the balance fifty percent (50%) shall be provided by the Seller to the Concerned Procurer/s in the ratio of their Available Capacity not dispatched by such Concerned Procurer/s and sold by the Seller to third parties. During this period, the Seller will also continue to receive the Capacity Charges from</p>	<p>obtaining the prior written consent of the Procurer, the Seller shall be liable to sell such Contracted Capacity to such entity at tariffs being not less than the Tariff payable by the Procurer whose capacity is being sold pursuant to this Article. Upon the Procurer intimating to the Seller of its intention and willingness to avail of the part of the Contracted Capacity not availed of and therefore sold to the third party, the Seller shall, notwithstanding anything contained in the arrangement between the Seller and said third party, commence supply of such capacity to the Procurer from the later of two (2) hours from receipt of notice in this regard from the Procurer or the time for commencement of supply specified in such notice.</p>	

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SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPS (CSEB)	Remarks
		such Procurers. Upon the Procurers or any Procurer who has not availed of the Available Capacity, as envisaged under this Article, intimating to the Seller of its intention and willingness to avail of the part of the Available Capacity not availed of and therefore sold to the third party, the Seller shall, notwithstanding anything contained in the arrangement between the Seller and said third party, commence supply of such capacity to the Concerned Procurer/s from the later of two (2) hours from receipt of notice in this regard from the Concerned Procurer/s or the time for commencement of supply specified in such notice.		
17	4.6.2	The Seller's maximum liability under this Article 4.6 shall be limited to the amount of liquidated damages calculated in accordance with Article 4.6.1 for and upto twelve (12) Months of delay for the Unit. Provided that in case of failure of the Seller to Commission the Unit even after expiry of twelve (12) Months from its Scheduled Commercial Date, the	The Seller's maximum liability under this Article 4.6 shall be limited to the amount of liquidated damages calculated in accordance with Article 4.6.1 for and upto twelve (12) Months of delay for the Unit plus liquidated damages payable in accordance with Article 4.6.5. Provided that in case of failure of the Seller to Commission the Unit even after expiry of twelve (12)	In line with the remarks as mentioned under point (11).

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SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPS (CSEB)	Remarks
		provisions of Article 14 shall apply.	Months from its Scheduled Commercial Date, the provisions of Article 14 shall apply.	
18	4.8	Not Incorporated	Liquidated damages for failure in complying with Time Schedule as specified in Schedule 12	In line with the remarks as mentioned under point (11).
19	6.1.1	The Seller shall give the Procurers and RLDC at least sixty (60) days advance preliminary written notice and at least thirty (30) days advance final written notice, of the date on which it intends to synchronise a Unit to the Grid System. Provided that no Unit shall be synchronized prior to 36 months from NTP.	The Seller shall give the Procurer and RLDC/ SLDC at least sixty (60) days advance preliminary written notice and at least thirty (30) days advance final written notice, of the date on which it intends to synchronise a Unit to the Grid System.	CSEB has not kept provision of revised COD as mentioned under 14.
20	6.3.1 (b)	the results of the Performance Test show that the Unit's Tested Capacity, is not less than ninety five (95) percent of its Contracted Capacity as existing on the Effective Date	the results of the Performance Test show that the Unit's Tested Capacity, is not less than 95% of its Installed Capacity as agreed on the Effective Date	The testing is being carried out at Generator Terminal. Thus it is prudent to carry out based on Generator Terminal rather than bus bar.
21	6.3.4 (a)	the Unit's Contracted Capacity shall be reduced to its Tested Capacity, as existing at the most recent Performance Test referred to in Article 6.3.3 and Quoted Capacity Charges shall be paid	Not Incorporated	Not applicable as CSEB is off taking 65% of Installed Capacity.

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SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPS (CSEB)	Remarks
		with respect to such reduced Contracted Capacity;		
22	6.3.4 (d)	the Availability Factor of the derated Unit shall be calculated by reference to the reduced Contracted Capacity; and	Not Incorporated	Availability will be based on Installed Capacity.
23	8.2.2 (a)	the Unit's (or if all the Units have been Commissioned, of the Power Station's) Contracted Capacity shall be reduced to its most recent Tested Capacity and Quoted Capacity Charges shall be paid with respect to such reduced Contracted Capacity.	Not incorporated	As mentioned under Point 21
24	8.2.2 (c)	the Availability Factor of the derated Unit (or if all the Units have been Commissioned, of the Power Station's) shall be calculated by reference to the reduced Contracted Capacity		As mentioned under Point 22
25	9.2	All scheduling and RLDC / SLDC charges applicable shall be borne by the Procurers.	All scheduling and RLDC/ SLDC charges limited to Contracted Capacity, if any, shall be borne by the Procurer.	Limited to the power off taken by CSEB.
26	10.2 Second Para	If a Natural Force Majeure Event renders the Project no longer economically and technically viable and	If a Natural Force Majeure Event renders the Project no longer economically and technically viable and	Revised to prioritise the debt service to ensure better bankability of the project from lenders perspective.

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SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPS (CSEB)	Remarks
		the insurers under the Insurances make payment on a “total loss” or equivalent basis, the Procurer(s) shall have no claim on such proceeds of such Insurance	<p>the insurers under the Insurances make payment on a “total loss” or equivalent basis, the Procurer shall have no claim on such proceeds of such Insurance and the proceeds of such insurance shall be available to the Seller only after payment to the Lenders of the Total Debt Amount.</p> <p>Subject to the requirements of the Lenders under the Financing Agreements, any dispute or difference between the parties as to whether the Project is no longer economically and technically viable due to Natural Force Majeure Event or whether that event was adequately covered in accordance with this Agreement by the Insurances shall be determined in accordance with Article 17.</p>	Third para is incorporated for better clarity.
27	11.4.1.3	In case of drawal of the Letter of Credit by the Seller in accordance with the terms of this Article 11.4.1, the amount of the Letter of credit shall be reinstated in the manner stated in Article 11.4.2.3 of this Agreement.	Not Incorporated	Payment is secured by Letter of Credit and third party sales. No collateral arrangement and thus it is applicable

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SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPS (CSEB)	Remarks
28	11.4.1.5 of CSEB	Not Available	In the event that Letter of Credit is not renewed and / or the value of the Letter of Credit remains un-restored before the period of thirty Days from its due date, such event shall be treated as a Procurer Event of Default and provisions of Article 14.2 shall apply.	CSEB has secured only by Letter of Credit. Thus CSEB has incorporated this clause to ensure that timely renewal of Letter of Credit.
29	11.4.1.8	Upon fulfilment of the conditions mentioned under Article 11.4.2.2 the Letter of Credit amount as mentioned in Article 11.4.1.1 shall be changed to one (1) time the average of the Monthly Tariff Payments of the previous Contract Year instead of one point one (1.1) times the average of the Monthly Tariff Payments of the previous Contract Year.	Not incorporated	Non applicability as there is collateral arrangement.
30	11.5.2		Not incorporated	CSEB being single procurer under this agreement. Thus the same is not applicable.
31	11.5.4	If the Collateral Arrangement is not fully restored by the Defaulting Procurer within thirty (30) days of the non-payment by a Procurer of a Invoice by its Due Date, the provisions of Article 11.5.2 and Article 11.5.3 shall	11.5.3 If the default event continues for thirty (30) days of the non-payment by the Procurer of a Invoice by its Due Date, the provisions of Article 11.5.2 shall apply with respect to one hundred (100) per cent of the Contracted	Revised as payment is secured by Letter of Credit.

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SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPS (CSEB)	Remarks
		apply with respect to one hundred (100) per cent of the Contracted Capacity. Provided that in case the events mentioned in Article 11.4.2.2 (i), (ii) and (iii) are true, then this Article 11.5.4 shall be applicable as per Article 11.4.2.2.	Capacity.	
32	13.1.1 (iv)	(iv) any change in the (a) Declared Price of Land for the Project or (b) the cost of implementation of the resettlement and rehabilitation package of the land for the Project mentioned in the RFP or (c) the cost of implementing Environmental Management Plan for the Power Station (d) the cost of implementing compensatory afforestation for the Coal Mine, indicated under the RFP and the PPA (Only Applicable in case where coal block is allocated)	(iv) any change in the (a) Declared Price of Land for the Power Plant, fuel transportation and Captive Coal Mines or (b) the cost of implementation of the resettlement and rehabilitation package of the land for the Project mentioned in the RFP or (c) the cost of Anicut and other infrastructure to be made for water intake system (d) the cost of implementing compensatory afforestation for the Captive Coal Mines, indicated under RFP and the PPA	Revised based on the information as given during bidding process.
33	13.1.1.		Last Para: Provided if Government of India does not extends the income tax holiday for generation projects under 80IA of the Income Tax, upto the Schedule Commercial Operation Date of the Power Station, such non-	This is in line with prevailing benefit on generation projects. This it to give the bidders to consider the benefits for offering most competitive prices. The same approach was adopted for Ultra Mega Power Project.

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SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPS (CSEB)	Remarks
			extension shall be deemed to Change in Law.	
34	14.1 (xiii)	The Seller fails to provide additional bank guarantee to the Procurers in accordance with Article 3.3 of this Agreement, or	The Seller fails to provide additional bank guarantee to the Procurer in accordance with Article 3.3 and 4.8 of this Agreement; or	Added Article 4.8 as mentioned under Point (10)
35	14.1.1 (xiv) of CSEB	Not applicable	The Seller fails to comply with terms of CSEB Assistance and Operator Agreement and Share Subscription Agreement; or	Incorporated as per requirement of project structure.
36	14.2 (ii) of CSEB		In case the Procurer fails to renew Letter of Credit and / or fails to restore the value of Letter of Credit before the period of thirty days from its due date; or	As mentioned under Point (28)
37	14.3.5 of CSEB	Not Applicable	However, in case of default on account of Article 14.1 (xiv), the Procurer shall have right to terminate this Agreement.	Incorporated as per requirement of project structure.
38	Schedule 1 and 2			Incorporated details as per site specific and initial consents as stipulated by CSEB in bidding documents.
39	Schedule 5 1.1 (iv)	iv Further, as a part of the Performance Test, the Unit shall be tested for compliance with parameters of Supercritical Technology	Not Incorporated	CSEB has not specified the technology and thus not applicable.

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SN	Reference	Std Bidding Document (SBD)	Bhaiyathan TPS (CSEB)	Remarks
40	Schedule – 7, (v)	v. Penalty Payment determined in accordance with Article 1.2.8 below (applicable on annual basis and included only in the Monthly Tariff Payment for the first month of the next Contract Year) (Applicable in case where fuel arranged by Seller);	Not Incorporated	Not Applicable
41	Schedule 7 1.2.3			Revised as per captive coal block associated with the Project i.e. Escalable and non escalable energy charges.
42	Schedule 12		Time Schedule	As mentioned under Point 11.

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2.4 SHARE SUBSCRIPTION AGREEMENT & ASSISTANCE AND OPERATOR AGREEMENT

The agreements are also attached with this Annexure in line with the proposed structure of the Project.