



Sl. No.	Section	Previous Clause	Amendment to Clause	Justification
3	Section V: Bid Evaluation and Selection of Projects	<p><u>D. STEP IV - Successful bidder selection</u></p> <p>iv. From the list prepared in accordance with Clause II above, all the technically qualified Bidders shall be invited to match the RA 11 Tariff. Upon their due acceptance in writing of RA 11 Tariff, such Bidders shall become Successful Bidders(s) and will be eligible Bidders with RA 11 Tariff and LOA shall be issued to them as per Work Allocation prescribed in this RES.</p>	<p>Clause Deleted</p>	<p>Clause deleted as each substation and geography may have its challenges and not everyone will be able to make it.</p>
14	Section V: Bid Evaluation and Selection of Projects	<p>N/A</p>	<p><u>A.4. STEP IV - Successful bidder selection</u></p> <p>A.4.6 For all substations that are not awarded after the reverse auctioning process, the following methodology will be followed to offer such substations for setting up of solar powerplant:</p> <ol style="list-style-type: none"> i. Reverse auction will be conducted again for all such substations ii. Only the technically eligible bidders as per the previous round of reverse auction will be eligible to participate in this reverse auction process. iii. The tariff as per the highest bidder will be set at the highest tariff awarded 	<p>To maximize realization of aggregated Agricultural Feeders in Identified Substations.</p>





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			after the previous round of reverse auction	
			iv. For sub-stations where tariff is not received in this round of reverse auction, the sub-stations shall no longer be available for further bidding under this RFS.	
14	Section VI: Scope of work & Technical Specifications	N/A	Section's Added. A.3. Remote Monitoring System A.4.B Notice board for display at site	Added to electrical or essential requirement of MINRE on RMS





Summary of Amendments to PPA Document

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	Article 1 Definition & Interpretations	"Project Capacity" shall mean the maximum AC capacity of the Project at the point of injection on which the Power Purchase Agreement has been signed.	"Project Capacity" shall mean the AC capacity of the Project at the point of injection on which the Power Purchase Agreement has been signed;	The Commission is requested to allow the word "maximum AC capacity" to be read as "AC capacity" this would be in line with the H-S document.
2	Article 2: Terms of Agreement	N/A	2.3 Early Termination 2.3.2 In such other circumstances as the Procurer and SPG agree, in writing, a) The SPG shall submit the and documents such as Agreement to self, lease agreement of land etc. to demonstrate that required land is under possession of SPG, for at least 27 years, within the period of 6 months from the date of issuance of LOA for the entire required land.	To accommodate for any further unforeseen circumstances / disagreements etc. which are not covered under any of the previous sections including force majeure
	Article 3: Conditions Subsequent	N/A	3.3 Performance Bank Guarantee. 3.3.2 The failure on the part of the SPG to furnish and maintain the Performance Bank Guarantee shall be a material breach of the term of this Agreement on the part of SPG. 3.3.4 If the SPG is able to arrange for commissioning of only part of the total capacity bid by the SPG, the entire Performance Bank Guarantee shall be	and proof for acquired / leased and to be submitted, working shall be updated as deemed fit by the Commission This is to ensure that only serious candidates may apply. Further, this will ensure that the complete generation takes place. Also, similar queries were received in conversations with the prospective SPGs. Hence 1 was incorporated for the scenario of part commissioning.
4	Article 3: Conditions Subsequent	N/A		





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			encashed by UPNEDA, and the project will be commissioned for the reduced capacity.	
		4.1 SPGs Obligations	4.1 SPGs Obligations	
		i) Obtaining all Consents, Clearances and Permits as required and maintaining all documents in full force and effect during the Term of this Agreement. The SPG shall, on its own obtain permissions / sanctions from Government Authorities, if any required for establishing the project. Any stops that may be taken by UPNEDA/UPCL in regard to grant of such consents and permits or any other approval to be taken by the SPG shall only be a voluntary endeavor with no intention of being bound by any legal or binding obligation.	ii. Obtaining all Consents, Clearances and Permits as required and maintaining all documents in full force and effect during the Term of this Agreement. The SPG shall, on its own obtain permissions / sanctions from Government Authorities, if any required for establishing the project. Any stops that may be taken by UPNEDA/UPCL in regard to grant of such consents and permits or any other approval to be taken by the SPG shall only be a voluntary endeavor with no intention of being bound by any legal or binding obligation.	Updated obligations of SPG and clarified UPNEDA and UPCL's stance on support provided





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6	Article 4 Construction & development of the project	4.3.1 Procuree, in any Contract Year shall not purchase any additional energy above 21% CUF on annual basis during the PPA period from the SPG at the PPA tariff of that year. However, the excess energy generated by SPG above 21% CUF will be procured by Procuree at 75% of the PPA tariff as per Article 9. For any Contract Year except for the first year of operation, the SPG shall be required to achieve a minimum CUF of 15% on annual basis during the period of PPA. For the first year of operation, the above limits shall be considered on pro-rata basis. The lower limit will, however, be relaxable by Procuree to the extent of grid non-availability for evacuation which is beyond the control of the SPG.	4.3 Right to Contracted Capacity 4.3.1 the Procuree, in any Contract Year shall not be obliged to purchase any additional energy from the SPG beyond the contract capacity at the declared annual CUF.	Updated clause in line with RIS to remove maximum CUF of 21% The Contracted Capacity has been retained in the RFS document as " <u>Contracted Capacity</u> " shall mean the AC capacity in MW contracted with the Procuree (UPPCL) for supply by the SPG to the Procuree at the Delivery Point from the Solar Power Project based on which the PPA is executed with the Procuree."
7	Article 4 Construction & development of the project	4.3.3 For shortfall in generation on annual basis below minimum CUF (15%), penalty of 75% of PPA tariff for generation shortfall below 15% on annual basis shall be levied.	Clause Deleted	This clause has been deleted in order to bring in line with M/S RE Om no. 321645/2017-SPV Dvls on dated 13.11.2020 which dictates as under " <u>There shall be no penalty to SPG for shortfall in solar power generation from minimum prescribed CUF.</u> " Therefore, shortfall shall have no penalty and hence clause deleted.



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8	Article 4: Constructor & development of the project	4.5.2 The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to 14 Months from the Effective Date. In case, the Commissioning of the Project is delayed beyond 14 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 14 Months from Effective Date and the PPA for the balance Capacity will stand terminated and shall be reduced from the project capacity	4.5.2 The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to 2 Months from the Scheduled Commissioning Date. In case the Commissioning of the Project is delayed beyond 2 Months from the Scheduled Commissioning 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 2 Months from Scheduled Commissioning Date and the PPA for the balance Capacity will stand terminated and shall be reduced from the project capacity	Timing is the same since SCD is 12 months from Effective Date (Date of signing of PPA). The wording updated for better understanding and to provide clarification. The delay shall be subject to the provisions of Article 13 of the Power Purchase Agreement.
9	Article 4: Constructor & development of the project	N/A	Clause Added: 4.7 Grid Connectivity	The clause has been added to bring in clarity concerning the responsibility of development of connectivity of the Solar Power Plant to sub-station, construction of bay, related switchgear, and extension to control room (if required) at sub-station where the plant is connected to the grid and metering is done.
10	Article 5: Synchronization, Commissioning and Commercial operation	N/A	5.1.7 The SPG shall be permitted for full commissioning of the Project even prior to the Scheduled Commissioning Date. In case of early commissioning of entire capacity, till the SCD, UPPCL may, at its discretion if the buying entity agrees to purchase the	Clause added to allow early commissioning and provide benefit in case parties agree. Hence if the generator commissions the project early, it would be the discretion of UPPCL to purchase the power for case of early





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		<p>7.2 Reporting of Metered Data and Parameters</p> <p>7.2.1 The grid connected solar power plants will install necessary equipment for regular monitoring of received data and simultaneously for monitoring of the electric power generated from the Project.</p> <p>7.2.2 Online arrangement would have to be made by the SPG for submission of above data regularly for the entire period of this Power Purchase Agreement to the Procurer, the MNRE and concerned agency as per applicable regulation / directives.</p> <p>7.2.3 Reports on above parameters on monthly basis (or as required by regulation / guidelines) shall be submitted by the SPG to L/FNEDA/Procurer/Ministry of New and Renewable Energy/ National Institute of Solar Energy through Procuree for entire period of PPA.</p>	<p>generation at the PPA limit. However, early commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of the procurer (JFPCL).</p> <p>7.2 Remote Monitoring System (RMS)</p> <p>7.2.1 As per the MNRE guidelines for feed-in level solarization under Component C of KUSUM scheme, it is mandatory for DISCOMs to monitor solar power generation and performance of the solar power plant through online system. The online data will be integrated with central monitoring portal of MNRE which will extract data from the Static portals for monitoring of the scheme</p> <p>7.2.2 It is in line with MNRE model guidelines for State Level SEDM Software Development issued in July 2020, State Level Solar Energy Data Management (SEDM) platform has been developed to integrate and monitor the performance of all systems installed under Component A, B & C (individual as well as feeder level solarization) of PM-KUSUM scheme.</p> <p>7.2.3 Also, as per the Specifications for Remote Monitoring System for Component A & C of the scheme.</p>	<p>Outstanding.</p> <p>Updated Remote Monitoring System in line with MNRE guideline on Remote monitoring dated 15.07.2020.</p>





Article 7:
Metering



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			<p>Issued by MNRE on 15 Jul 2020, the SPG under this P-ES shall be required to install the mandatory remote monitoring systems for solar power plant to integrate with State SEDM platform, directly which in turn will have interface with National Level Solar Energy Data Management Platform of MNRE.</p> <p>7.2.4 The SPG is responsible for making all relevant arrangements would for installation of necessary equipment for remote monitoring of required data and simultaneously for monitoring the electric power generated from the Project.</p> <p>7.2.5 It is the SPG's responsibility to ensure that the data remains available to the Procurer and on the SEDM portal at all times and to make necessary arrangements for the same.</p> <p>7.2.6 The SPG shall also be responsible for maintaining communication security between the RMS and the State SEDM platform, which would ensure that third parties are unable to intercept or "sniff" the encrypted data.</p>	
12	Article 9: Applicable Tariff	9. The SPG shall be entitled to receive the Tariff of Rs. /kWh for	9.1 The SPG shall be entitled to receive a Tariff of Rs. /kWh for	



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		<p>of kWh, fixed for the entire term of this Agreement, with effect from the COD, for the power sold to the Procuree subject to clause 4.3 as reflected in the Energy Accounts. In case of early part commissioning, till the achievement of full commissioning of the Project or COD, whichever is earlier, subject to the consent for such purchase by the Procuree, Procuree may purchase the generation at 75% (seventy five percent) of the PPA Tariff. Any energy produced and flowing into the grid before SCU shall not be at the cost of Procuree. However, SPG may sell energy generated prior to COD to any other entity other than Procuree as per provisions of prevailing Regulations. Any excess generation in a contract year subject to clause 4.3 shall be procured by the Procuree at 75% of the applicable PPA tariff of that year.</p> <p>This tariff has been arrived at after giving due consideration to</p>	<p>the energy supplied at the Metering Point during the term of the PPA (unless extended by both the parties on mutual agreement).</p> <p>9.2 Procuree will be liable to pay the project developer the tariff as signed in the PPA</p> <p>Retaining clauses stated</p>	<p>Article 9 updated only to keep clause related to applicable tariff remaining deleted</p>





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		<p>available Govt subsidy at a rate of 30% of estimated project cost of INR 3.50 crore/ MW i.e., INR 1.05 crore/ MW Govt subsidy has been factored in total project cost to arrive at quoted tariff.</p>		
		<p>9.7 CFAI subsidy from Central Govt. shall be INR 1.05 crore/ MW i.e., 30% of estimated cost of installation of SPP at INR 3.5 crore/ MW. CFA shall be governed by relevant Govt. of India guidelines from time to time. CFA upto 100% of the total eligible CFA will be released to the RESCO developer through Procure' on successful operation and performance of the solar plant for two months after the commissioning with at least one month CUF as per minimum CUF agreed in PPA. Further, a suitable clause in PPA shall be included to ensure that RESCO developer does not sell solar power to any other buyer except the concerned procurer during tenure of PPA, including general provision, calling for refund of proportionate CFA</p>		



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		<p>granted to the project by MNRE on violation of this condition. In case of any liquidation of assets of the solar power plant prior to completion of PPA period, the first charge shall be towards recovery of proportionate CFA granted to the project by MNRE.</p> <p>9.3 Subsidy from Government of Uttar Pradesh (VGF) shall be a Funding (VGF) shall be a maximum of INR 0.50 Cr (50 Lakhs)/MW. VGF upto 100% of total eligible VGF will be released to the RESCO developer through UPNEDA as following.</p> <p>75% of total VGF shall be released on successful COD of the full Project Capacity and on JPPCL recommendation.</p> <p>ii) Balance 25% shall be released progressively over next five (5) years in five equal instalments of 5% of the each or JPPCL recommendation against fulfillment of prescribed specification of PPA executed with UPPC, and successful operation & maintenance of</p>		





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13	Article 10: Billing and Payment	<p>10.1.2 The SPG shall be required to make arrangements and payments for import of energy (if any) as per applicable regulations.</p>	<p>Clause related</p>	<p>Taken cues from other state PPA's such as Rajasthan, Gujarat, Maharashtra etc. The clause has been deleted to make the project viable towards the Solar Power Developer. The clause may be reinstated based on the directions of the Commission.</p>
14	Article 10: Billing and Payment	<p>10.2 Delivery and Content of Monthly Bills/ Supplementary Bills</p>	<p>Clause amended to include timelines and conditions for delivery and content of monthly bills</p>	<p>Timelines and conditions were missing in the previous PPA document and have been added to provide clarity.</p>
15	Article 10: Billing and Payment	<p>10.3.2 All payments required to be made under this Agreement shall also include any deduction or set off for:</p> <p>i) deductions required by the Law; and</p> <p>ii) Amount claimed by Procuree, if any, from the SPG, will be adjusted from the monthly energy payment.</p> <p>The SPG shall open a bank account (the "SPG's Designated Account") for all Ternt Payments to be made by Procuree to the SPG, and notify the procurers of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill.</p>	<p>10.3.2 The SPG shall open a bank account at Lucknow, Uttar Pradesh ("SPG's Designated Account") for all Ternt Payments to be made by the Procuree to the SPG and notify the Procuree of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. The Procuree shall also designate a bank account at Lucknow (the "Procuree's Designated Account") for payments to be made by the SPG to the Procuree, if any, and notify the SPG of the details of such account ninety (90) days before the dispatch of the first Monthly Bill. The SPG and the Procuree shall instruct their respective bankers to make all payments under this Agreement to the Procuree's Designated Account or the SPG's Designated Account, as the case may be, and shall notify each Party of such instructions on the same day.</p>	<p>Since it is possible that either party may need to pay therefore, the clause is amended so as to take into account final payments may be made both ways arising out of generic payments or repayments for adjustments of any other reason.</p> <p>The bank account at Lucknow has been added so as to take into account the manual procedure in which cheque clearance may be required, in case both the accounts are in Lucknow the clearance would take place sooner.</p>





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16	Article 10: Billing and Payment	10.3.1 SPG may raise a bill on the other Party ("Supplementary Bill") for payment on account of: i) Adjustments required by the Joint Meter Reading / Energy Accounts (if applicable); or ii) Change in Law as provided in Article 12 and such Supplementary Bill shall be paid by the other Party.	10.3.1 Either Party may raise a bill on the other Party ("Supplementary Bill") for payment on account of: i) Adjustments required by the Regional Energy Account (if applicable); or ii) Change in Law as provided in Article 12, and such Supplementary Bill shall be paid by the other Party.	Since it is possible that either party may need to say therefore, the clause is amended to include both parties
17	Article 11: Force Majeure	11.1.2 'Force Majeure' (FM): 13.2.1 (iii) - Procuree becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncompleted for a period of sixty (60) days, or	Definitions updated such as Occurrence of Pandemic, Lockdown quarantine, nationwide strike, war, lockdown boycott etc. 13.2.1 (ii) - Procuree becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncompleted for a period of thirty (30) days, or	Definitions updated to provide an exhaustive list of Force Majeure events. Time period reduced to provide easier and quicker exit in SPG and reduced financial strain on SPG due to prolonged proceedings
19	Article 15: Events of default and termination:	13.3.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the SPG Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, Procuree may terminate this Agreement by giving a written Termination Notice of sixty (60) days to the SPG.	13.3.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the SPG Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, Procuree may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the SPG.	Same as per above





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		toys to the SPG.		
20	Article 13: Events of default and termination	13.3.7 In the event the lenders are unable to subscribe the defauling SPG within the stipulated period, the lender may terminate the PPA and may acquire the Project assets for an amount equivalent to 50% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.	Clause deleted	The Clause 13.3.7 was deleted as it was being repeated in clause 13.3.5
21	Article 14: Liability and indemnification	14.1 Indemnity	Clause updated	Clause 14.1.1 (b) has been updated to indemnify the producer if the event the SPG submits any representations or warranties which are found to be inaccurate or untrue.

