

## JNNSM Phase I Batch II

### Amendment No. 2 Dated 12.09.2011

Cl. No. & Page No.	Existing Clause	Amended Clause
Section -2, Definitions Page 9	<b>“Project”</b> shall mean the installed capacity under PPA signed with Solar Power Developer (s) having single point of injection to the grid;	<b>“Project”</b> is defined by a single point of injection into the grid;
Cl. 3.6 (C), Page 15	The Bidder shall deploy commercially established technology wherein there is at least one project successfully operational of the proposed technology, for at least one year, anywhere in the world. The bidder is required to undertake to furnish evidence of meeting the above eligibility criteria in line with provisions of clause 3.21 under the title “Financial Closure or Project Financing Arrangements”. The undertaking shall be as per enclosed Format – 6.7.	The Bidder shall deploy commercially established technology wherein there is at least one project successfully operational of the proposed technology, anywhere in the world. The bidder is required to undertake to furnish evidence of meeting the above eligibility criteria in line with provisions of clause 3.21 under the title “Financial Closure or Project Financing Arrangements”. The undertaking shall be as per enclosed Format – 6.7 (Rev – 1).
Cl. 3.12 (b), Page 21	If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, the NRVN reserves the right to reject such response to RfS and/or cancel the Letter of Intent, if issued and the Bank Guarantee provided upto that stage shall be encashed.	If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, the NRVN reserves the right to reject such response to RfS and/or cancel the Letter of Intent, if issued and the Bank Guarantee provided upto that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the RfS submission.

<b>Cl. No. &amp; Page No.</b>	<b>Existing Clause</b>	<b>Amended Clause</b>
Cl. 3.12 (c), Page 21	If the event specified at (a) is discovered after the Effective Date, consequences specified in PPA shall apply.	If the event specified at (b) is discovered after the Effective Date, consequences specified in PPA shall apply.
Cl. 3.19, Page 24	In case, NVVN offers to execute the PPA with the Selected Bidder and if the Selected Bidder refuses to execute the PPA or is unable to execute the PPA within the stipulated time period, the Bank Guarantees towards EMD and Bid Bond (if applicable) shall be encashed by NVVN.	In case, NVVN offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 3.9 or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, the Bank Guarantees towards EMD and Bid Bond (if applicable) shall be encashed by NVVN.