

Request for Proposals

Development of 100 MW_{AC} Solar Park Facility at Siyambalanduwa on Build, Own and Operate (BOO) Basis and Construction of 132 kV Transmission Facility on Turnkey Basis

Bid No: TR/RED&PM/ICB/2022/002/C

ADDENDUM NO: - 02

Issue Date: 17/11/2022

Item No.	Description			
01	Volume I	Annex: N/A	Clause: 1.9	
	<i>Bid closing is extended by 02 more weeks and hence respective table in Volume I shall be replaced as follows;</i>			
		Activity	Date	Duration (Days)
		Issuance of RFP	22-08-2022	0
		Pre-bid meeting	22-09-2022	31
		Receiving requests for clarifications	22-11-2022	92
		Deadline for submission of Proposals	02-12-2022	102
		Evaluation by the Project Committee (PC)	01-02-2023	164
		Recommendation by CANC	08-02-2023	171
		Cabinet Approval	03-03-2023	194
		Award of the Contract to the Successful Party with PUCSL approval	17-03-2023	208
		Preliminary agreements/SPV formation/acceptance of the Award with Preliminary Obligation Bond	20-04-2023	242
		Obtaining Energy Permit from SLSEA and “No objection” from PUCSL	22-05-2023	274
		Signing of PPA, and Transmission Facility Contract Agreement	05-06-2023	288
	Signing of Land Lease agreement and Implementation Agreement	19-06-2023	302	
	Total		302	
02	Volume I	Annex: N/A	Clause: 2.2	
	<p><i>Following paragraph in the clause 2.2 shall be repealed;</i></p> <p>Such requests should be received by the Chairman CANC no later than 04th November 2022. CEB will not entertain any request for clarifications on the RFP Document after this date.</p> <p><i>and be replaced by;</i></p> <p>Such requests should be received by the Chairman CANC no later than 22nd November 2022. CEB will not entertain any request for clarifications on the RFP Document after this date.</p>			

03	Volume I	Annex: N/A	Clause: 2.4.2
	Clause 2.4.2 shall be <i>replead</i> from Volume I.		
04	Volume I	Annex: N/A	Clause: 2.8 (ii)
	The bullet point item “Deviations to the Project Agreements (Vol. II, Section H)” in Clause 2.8 (ii) shall be <i>replead</i> .		
05	Volume I	Annex: N/A	Clause: 2.10
	<p>The following bullet point item in Clause 2.10 shall be <i>replead</i>.</p> <ul style="list-style-type: none"> • The deviations to the Project Agreements set out as specified in the Section H of the Part II of Volume II in the Project Proponent’s Financial Proposal represent a complete list of deviations it would seek to discuss and do not contain any material deviations; 		
06	Volume I	Annex: N/A	Clause: 2.19
	<p><i>Bid closing is extended by 02 more weeks and hence respective clause in Volume I shall be replaced as follows;</i></p> <p>2.19 Bid Closing</p> <p>Bid Closing shall be 1100 hrs Sri Lankan standard time on 02nd December 2022. Proposals must be received by the CEB at the address stipulated in Section 2.17 by Bid Closing. Proposal submission must be made to the address specified in Section 2.17 by either of the following methods.</p> <ul style="list-style-type: none"> (i) Hand-delivery (ii) Courier. <p>Proposals submitted by means other than (i) or (ii) above will not be accepted. CEB may, at its discretion, extend the deadline for submission of Proposals by issuing an Addendum.</p>		
07	Volume I	Annex: N/A	Clause: 5.7 (ii)
	<p>Item (ii) of the Clause 5.7 shall be <i>replaced</i> as follows;</p> <p>(ii) The CANC would then call upon the highest-ranked Project Proponent in the Short List to first round of negotiations for further clarifications that the CANC may deem necessary in relation to their financial proposal. As part of this clarifications process, the CANC would require direct confirmation and clarifications from the Lenders of Project Proponent (after financial evaluation) within the period specified by CANC on the following:</p> <ul style="list-style-type: none"> a) specify revisions of amendments, if any, required by the Lenders in respect of the Project Agreements; b) the time required to achieve financial closure for the project. (The Project Proponent may indicate an earlier target date for financial closure); 		

	c) Confirmation on the Lenders Commitment Letter from the project Lenders providing details of the indicative terms for each source of debt provided to the project such as the LIBOR, interest rate spread, swap costs, tenor, grace period etc. Any specific conditions affecting the CEB, SLSEA or GOSL for providing the debt should be clearly stated.		
08	Volume I	Annex: V	Clause: N/A
	Annex V shall be <i>replead</i> from Volume I.		
09	Volume II	Annex: N/A	Clause: INTRODUCTORY NOTES
	The word "Annex VII" used in the item 3 shall be <i>replaced</i> with the words "Annex VII of Volume I"		
10	Volume II	Annex: N/A	Clause: Part I (a):
	Following bullet point item in the Form "BIDDER'S AFFIRMATION" shall be <i>replead</i> . The deviations to the Project Agreements set out in Sections B2.1 and B3.1 of the Bidder's Financial Proposal represent a complete list of deviations it would seek to discuss and do not contain any material deviations;		
11	Volume II	Annex: N/A	Clause: Part I(b): TECHNICAL PROPOSAL FORMS
	(i) BIDDER'S COMPLETED SOLAR PV PROJECTS The word "4.2(i)" used in the last sentence of the form shall be <i>replaced</i> with the words "4.1.1"		
12	Volume II	Annex: N/A	Clause: Part I(c): TECHNICAL PROPOSAL FORMS
	(i) BIDDER'S EXPERIENCE IN DEVELOPMENT OF 132 kV TRANSMSSION LINES The word "4.2(i)" used in the last sentence of the form shall be <i>replaced</i> with the words "4.1.2" (ii) BIDDER'S EXPERIENCE IN DEVELOPMENT OF 33/132 kV GRID SUBSTATIONS The word "4.2(i)" used in the last sentence of the form shall be <i>replaced</i> with the words "4.1.3"		
13	Volume II	Annex: N/A	Clause: Part II (a)
	Following fourth paragraph of "SECTION G: FINANCIAL PROPOSAL LETTER"; "The Financial Advisor has assisted in the development of the financing plan set out in Section J and we have not deviated from that plan. The Financial Advisor has also advised us of the changes to the Project Agreements that would be required for those agreements to be acceptable to prudent but experienced project finance lenders (with particular reference to those banks set out in Section H). Those variations have been addressed either by amendments made to the draft Project Agreements through issue of addenda or by notification of deviations in the Form provided as Section H of the Bidder's Financial Proposal." Shall be <i>replaced</i> as follows;		

	"The Financial Advisor has assisted in the development of the financing plan set out in Section J and we have not deviated from that plan."		
14	Volume II	Annex: N/A	Clause: Part II (a)
	<p>Following fourth paragraph of "Bidder's Financial Advisor" letter;</p> <p>"We have also reviewed the Project Agreements and discussed the variations to those agreements that we believe are necessary in order for the agreements to be acceptable to prudent but experienced project finance lenders (with particular reference to those banks set out in Section J). To the best of our understanding those variations have been addressed to our satisfaction either by amendments made to the draft Project Agreements through issue of addenda or by notification of deviations in the Form provided as Section H of the Bidder's Financial Proposal."</p> <p>Shall be <i>replaced</i> as follows;</p> <p>"We have also reviewed the Project Agreements along with the Addendums issued to the RFP document."</p>		
15	Volume II	Annex: N/A	Clause: Part II (b) and II (c)
	Tables given in "SECTION H1: DEVIATIONS TO THE PROJECT AGREEMENTS" of Part II (b) and "SECTION H2: DEVIATIONS TO THE PROJECT AGREEMENTS" of Part II (c) in Volume II shall be <i>replead</i> from Volume II.		
16	Volume III	Annex: N/A	Clause: 4.2.7
	The word "agreement" used in the Clause 4.2.7 shall be <i>replaced</i> with the word "approval".		
17	Volume III	Annex: N/A	Clause: 4.2
	<p>Following clause is added to the end of the clause 4.2</p> <p>4.2.20 Act in compliance with the laws, rules and regulations in existence in Sri Lanka.</p>		
18	Volume III	Annex: N/A	Clause: 4.7.1
	The words "within fourteen days from end of the Preliminary Period" shall be <i>added</i> to the end of last sentence in clause 4.7.1.		
19	Volume III	Annex: N/A	Clause: 5.4.3
	The words "unless such information requested for are sensitive and confidential" shall be <i>added</i> at the end of the clause 5.4.3.		
20	Volume III	Annex: N/A	Clause: 5.6.1 (iii)
	<p>Item (iii) of clause 5.6.1 shall be <i>replaced</i> as follows;</p> <p>(iii) Material breach by the CEB of its obligations under this Agreement (provided such breach is not attributable to any act of omission or commission by the Project Company);</p>		

	<p>And item (vi) shall be added to end of clause 5.6.1 after item (v)</p> <p>(vi) Material breach by the SLSEA of its obligations under Lease Agreement (provided such breach is not attributable to any act of omission or commission by the Project Company);</p>		
21	Volume III	Annex: N/A	Clause: 5.15.3
	<p>Clause 5.15.3 shall be replaced as follows;</p> <p>5.15.3 Grant to the Project Company all CEB Approvals upon proper application made therefore provided the Project Company satisfy the legal and other requirements for such CHB Approval to be granted."</p>		
22	Volume III	Annex: N/A	Clause: 6.2
	<p>The words "shall perform following obligations" shall be added to end of the first sentence in clause 6.2. (i.e. after the word 'clause 6.2')</p>		
23	Volume III	Annex: N/A	Clause: 6.2.3 (iii)
	<p>The words "Expected Metered Output" in clause 6.2.3 (iii) shall be replaced as "Metered Output".</p>		
24	Volume III	Annex: N/A	Clause: 8.7.1 & 8.7.2
	<p>The words "Schedule 10" used in the Clause 8.7.1 & 8.7.2 shall be replaced with the words "Schedule 12".</p>		
25	Volume III	Annex: N/A	Clause: 11.3.1 and 11.5.2
	<p>"Schedule 13" referred to in these Clauses 11.3.1 and 11.5.2 shall be replaced with "Schedule 16".</p>		
26	Volume III	Annex: N/A	Clause: 11.3.1(iv), 11.3.4, 11.4.1, 11.5.3(ii), 12.3.3, 12.3.5, 12.3.11, 15.13.2 and 16.1.2
	<p>"Schedule 12" referred to in these Clauses 11.3.1(iv), 11.3.4, 11.4.1, 11.5.3(ii), 12.3.3, 12.3.5, 12.3.11, 15.13.2 and 16.1.2 shall be replaced with "Schedule 15".</p>		
27	Volume III	Annex: N/A	Clause: 11.4.3
	<p>Following sentence shall be added to the end of the clause 11.4.3;</p> <p>Such recovery amount will carry interest at a rate equal to the Sri Lanka Prime Rate plus 1.5 percent per annum thereon (compounded monthly) from the payment date until the date of set-off the amount.</p>		
28	Volume III	Annex: N/A	Clause: 12.3.7, 14.1, 14.2 and 14.3
	<p>"Schedule 11" referred to in these Clauses 12.3.7, 14.1, 14.2 and 14.3 shall be replaced with "Schedule 13".</p>		

29	Volume III	Annex: N/A	Clause: 13.1.8 and 13.2.5
	The words "pursuant to Clause 12.3.8" in clause 13.1.8 and 13.2.5 shall be <i>replaced</i> with words "pursuant to Clause 12.3.10 and subject to clause 12.3.8".		
30	Volume III	Annex: N/A	Clause: 13.1.10 and 15.3.4
	The word "Assets" in clause 13.1.10 and 15.3.4 shall be <i>replaced</i> with word "Facility".		
31	Volume III	Annex: N/A	Clause: 13.1.4
	Following item shall be <i>added</i> to clause 13.1.4 as item (iii); (iii) Material breach by Project Company of its obligations under this Agreement and such breach (where capable of remedy) has been notified to the Project Company and has not been remedied within a period of sixty Days of notification provided that the CEB's right to terminate pursuant to this Clause shall not apply where such material breach is directly due to breach by the CEB under this Agreement, or the Project Company is otherwise excused pursuant to Clause 12.		
32	Volume III	Annex: N/A	Clause: 13.2.7
	Clause 13.2.7 shall be <i>replaced</i> as follows; 13.2.7 Following termination by the Project Company of the Transmission Agreement, Implementation Agreement or the Lease, in each case, pursuant to the respective provisions thereof.		
33	Volume III	Annex: N/A	Clause: 13.5
	The words "Clause 15.4" in the clause 13.5 shall be <i>replaced</i> with the words "Clause 15.3".		
34	Volume III	Annex: N/A	Clause: N/A
	Following 'List of Schedules' is <i>added</i> to the end of the Volume III. Schedule 1 – Definitions Schedule 2 – Plans and Drawings Schedule 3 - Direct Agreement Schedule 4 – List of Contractors and Engineers Schedule 5 – Minimum Functional Specification Schedule 6 – Testing and Commissioning Procedure for Project Facility Schedule 7 - Metering Schedule 8 - Available Capacity Schedule 9 - Energy Charge Schedule 10 - Transmission Facility Payments Schedule 11 - Handover Process (Transmission Agreement)		

	<p>Schedule 12 - Form of CEB Irrevocable Standby Letter of Credit</p> <p>Schedule 13 - Buy-Out</p> <p>Schedule 14 – Compensation Table and Termination Charges</p> <p>Schedule 15 - Disputes Resolution Procedure</p> <p>Schedule 16 - Minimum Insurance to be Maintained by the Project Company</p> <p>Schedule 17 – Form of Escrow Agreement</p> <p>Schedule 18 - Form of Construction Performance Bond</p> <p>Schedule 19 – List of Investigations and Studies</p> <p>Schedule 20 – Form of Undertaking Regarding Golden Share</p> <p>Schedule 21 – Permits Matrix</p> <p>Schedule 22 – Project Company Generation Model Report</p> <p>Schedule 23 – Project Company Financial Model</p>		
35	Volume IV	Annex: N/A	Clause: 3.2.2
	<p>Clause 3.2.2 shall be <i>replaced</i> as follows;</p> <p>3.2.2 Extension of time to achieve Commercial Operation Date</p> <p>Subjected to the provisions in Clause 5.6, Project Company’s obligation to achieve the Commercial Operation Date on or before the Scheduled Commercial Operation Date shall be extended to Day where the Project Company has suffered a delay in designing, constructing and/or testing any part of the Transmission Facility, and the Project Company furnishes evidence that these items have delayed their critical path as set forth in the Programme of Works.</p>		
36	Volume IV	Annex: N/A	Clause: 4.1.8
	<p>Clause 4.1.8 shall be <i>replaced</i> as follows;</p> <p>Within thirty Days of receipt from the Project Company of the preliminary designs of both the Interconnection Facilities and associated protection measures, provide its reasonable comments (if any) and discuss and approve the preliminary designs. The CEB shall not be entitled to unreasonably withhold its approval. After expiration of such thirty Day period, such preliminary designs shall be deemed approved by the CEB, unless the CEB has, within such thirty Day period, notified the Project Company that it withholds its approval to such designs, giving reasons therefore or shown sufficient and acceptable cause as the to the failure of CEB to respond;</p>		
37	Volume IV	Annex: N/A	Clause: 5.4.3
	<p>The words “unless such information requested for are sensitive and confidential” shall be <i>added</i> at the end of the clause 5.4.3.</p>		
38	Volume IV	Annex: N/A	Clause: 5.14.3
	<p>The words “provided the project company satisfy the legal and other requirements for such CEB approval to be granted” shall be <i>added</i> at the end of the clause 5.14.3.</p>		

39	Volume IV	Annex: N/A	Clause: 11.1.2
	The words "Clause 11.2.1" referred to in Clause 11.1.2 shall be <i>replaced</i> with "Clause 11.1.1".		
40	Volume IV	Annex: N/A	Clause: 11.2.1 (iii)
	The words "Clause 11.3.2" referred to in Clause 11.2.1(iii) shall be <i>replaced</i> with "Clause 11.2.2".		
41	Volume IV	Annex: N/A	Clause: 11.2.2 & 11.2.4
	The words "Clause 11.3.1(iii)" referred to in Clause 11.2.2 & 11.2.4 shall be <i>replaced</i> with "Clause 11.2.1(iii)".		
42	Volume IV	Annex: N/A	Clause: 11.3.3
	<p>Following sentence shall be <i>added</i> to the end of the clause 11.3.3</p> <p>Such recovery amount will carry interest at a rate equal to the Sri Lanka Prime Rate plus 1.5 percent per annum thereon (compounded monthly) from the payment date until the date of set-off the amount.</p>		
43	Volume IV	Annex: N/A	Clause: 11.4
	The words "Clause 11.3.1(i)" referred to in entirety of the Clause 11.4 shall be <i>replaced</i> with "Clause 11.2.1(i)".		
44	Volume IV	Annex: N/A	Clause: 11.4.3 (i)
	The words "Clause 11.5.2" referred to in Clause 11.4.3 (i) shall be <i>replaced</i> with "Clause 11.4.2".		
45	Volume IV	Annex: N/A	Clause: 11.4.4 (i)
	The words "Clause 11.5.3(ii)" referred to in Clause 11.4.4 (i) shall be <i>replaced</i> with "Clause 11.4.3(ii)".		
46	Volume IV	Annex: N/A	Clause: 13.1.4
	<p>Following item shall be <i>added</i> to clause 13.1.4 as item (iii)</p> <p>(iii) Material breach by Project Company of its obligations under this Agreement and such breach (where capable of remedy) has been notified to the Project Company and has not been remedied within a period of sixty Days of notification provided that the CEB's right to terminate pursuant to this Clause shall not apply where such material breach is directly due to breach by the CEB under this Agreement, or the Project Company is otherwise excused pursuant to Clause 12;</p>		
47	Volume IV	Annex: N/A	Clause: 13.1.5
	The words "Clause 12.3.6 (ii)" referred to in Clause 13.1.5 shall be <i>replaced</i> with "Clause 12.3.5 (i)".		

48	Volume IV	Annex: N/A	Clause: 14.1
<p>Clause 14.1 shall be <i>replaced</i> as follows;</p> <p>14.1 Termination on or after Commercial Operation Date</p> <p>In the event the Transmission Agreement is terminated in accordance with clause 13, any time after the occurrence of the Commercial Operation Date, the remaining Transmission Facility Payment shall be continued to pay by CEB pursuant to Clause 8 of this agreements and if required, separate agreement for continuation of the payments shall be formed upon the Parties prior to termination.</p> <p>This provision shall not affect the handover of the Transmission Facility in accordance with Paragraph 6 (Handover).</p>			
49	Volume V	Annex: N/A	Clause: Preamble
<p>Following sentence in Preamble;</p> <p>THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA (the "Government" or "GOSL"), acting through Secretary, Ministry of Power;</p> <p>Will be <i>replead</i> and be <i>replaced</i> with;</p> <p>THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA (the "Government" or "GOSL"), acting through Secretary, Secretary, Ministry of Finance;</p>			
50	Volume V	Annex: N/A	Clause: Preamble (Paragraph A)
<p>Item (ii) of the Preamble Paragraph – A shall be <i>replaced</i> as follows;</p> <p>(ii) finance, design, supply, construction, testing, commissioning and handover of 2 × 63 MVA, 33/132 kV step up transformers and all other grid components of Siyambalanduwa collector sub-station, 132 kV overhead transmission line of approximately 25 km from Solar Park to CEB grid sub-station at Monaragala and necessary upgrades at Monaragala grid sub-station for interconnection, on Turnkey basis (hereinafter referred to as "Transmission Facility")</p>			
51	Volume V	Annex: N/A	Clause: N/A
<p>The words "Turnkey Contract for Development of Transmission Assets" referred to in entirety of the Volume V shall be <i>replaced</i> with the words "Contract for Development of Transmission Facility".</p>			
52	Volume V	Annex: N/A	Clause: Preamble, 3.2.1 & 5.1.3 (ii)
<p>The words "Sub-Lease Agreement" used in the Preamble (Paragraph D), Clause 3.2.1 and Clause 5.1.3(ii) shall be <i>replaced</i> with the word "Lease".</p>			
53	Volume V	Annex: N/A	Clause: Preamble (Paragraph E)
<p>Paragraph – E of Preamble in Volume V shall be <i>replaced</i> as follows;</p> <p>The Government is willing to provide certain concessions, incentives and undertakings to the Beneficiaries in respect of the business of the Project Company in the implementation of the Project, subject to and in accordance with the terms and conditions of this Agreement and the applicable laws in Sri Lanka.</p>			

54	Volume V	Annex: N/A	Clause: 1.1.11 (ii)
	<p>Clause 1.1.11 (ii) shall be <i>replaced</i> as follows;</p> <p>(ii) Any requirement that an action may or shall be taken within the number of Days so specified starting at 06:00 hours on the Day on which the requirement to take such action arose and end at 24:00 hours on the Day on which the period ends;</p>		
55	Volume V	Annex: N/A	Clause: 2.1
	<p>The words "Power Purchase Agreement" in Clause 2.1 shall be <i>replaced</i> with words "Project Agreements".</p>		
56	Volume V	Annex: N/A	Clause: 3.1.2 (iii)
	<p>Clause 3.1.2 (iii) shall be <i>replaced</i> as follows;</p> <p>(iii) all other licences, permits or consents required by any Competent Authority to implement the Project Agreements;</p>		
57	Volume V	Annex: N/A	Clause: 3.3.3
	<p>Following sub-clause is <i>added</i> to the Clause 3.3.3;</p> <p>(iii) the Government should be notified of any amendment to any of the Project Agreements.</p>		
58	Volume V	Annex: N/A	Clause: 3.5
	<p>Following sentence shall be <i>added</i> to the end of the clause 3.5;</p> <p>Nothing in this clause shall obliged the Government to provide any information in its opinion shall be sensitive or confidential.</p>		
59	Volume V	Annex: N/A	Clause: 5.2.3
	<p>Last sentence of the Clause 5.2.3 shall be <i>amended</i> as follows;</p> <p>Failure to give notice will prevent the party from claiming that the event or circumstances are Force Majeure, unless sufficient and acceptable cause is shown by the Party receiving for its failure to respond.</p>		
60	Volume V	Annex: N/A	Clause: 7.3.5
	<p>Clause 7.3.5 shall be replaced as follows;</p> <p>Following termination by the Project Company of any of the Project Agreements in each case, pursuant to the respective provisions thereof.</p>		
61	Volume V	Annex: N/A	Clause: 9.1.2
	<p>Item (iii) in clause 9.1.2 shall be <i>replaced</i> as follows; and also Item (iv) shall be added to the Clause 9.1.2</p> <p>(iii) sent by facsimile transmission (and promptly confirmed by prepaid registered post); and or</p> <p>(iv) sent by electronic mail;</p>		

62	Volume V	Annex: N/A	Clause: Schedule 1 - Definitions
<ul style="list-style-type: none"> • Following definitions shall be <i>replaced</i> as follows; "Commissioning" - Means the activities referred (Commissioning and Performance/Reliability Testing) as described in Schedule 6 of the Power Purchase Agreement; "Force Majeure" - Has the meaning given to that term in Clause 5.1; • Following definition shall be <i>added</i> to the Schedule 1 – Definitions "Energy Permit" - Means permit issued by Sri Lanka Sustainable Energy Authority (SLSEA) in accordance with the Sri Lanka Sustainable Energy Authority Act, No. 35 of 2007. 			
63	Volume VI	Annex: N/A	Clause: 6(3)
Clause 6(3) shall be <i>replead</i> from Volume VI.			
64	Volume VI	Annex: N/A	Clause: 8
Clause 8 of Volume VI shall be <i>replaced</i> as follows; "The Lease Agreement shall, notwithstanding anything to the contrary in the Lease Agreement or in any other law, be deemed to be cancelled with effect from cancellation of the Energy Permit, pursuant to the respective provisions thereof."			
65	Volume VI	Annex: N/A	Clause: 9
Existing paragraph of Clause 9 shall be <i>renumbered</i> as item 9 (i); And following paragraph shall be added as item 9 (ii) to the clause 9; At the event the Lessee failed to hand over the vacant and peaceful possession of the land at the end of the agreed lease period or no sooner determination of the termination, which comes earlier, the Lessor is entitled to obtain an order of writ from the appropriate jurisdiction and shall be entitled to Specific Performance of this Agreement to obtain the vacant and peaceful possession of the Land. At such event the Lessee will be subjected to a penalty of twice the energy charge calculated at market rate at the time of failure, based on the electricity generation that could be expected for the particular period.			
66	Volume VI	Annex: N/A	Clause: 10
Clause 10 shall be <i>replead</i> from Volume VI.			
67	Volume VI	Annex: N/A	Clause: 16
Following paragraph is <i>added</i> after the Clause 16 and numbered as clause 17. Accordingly remaining numbers from Clause 17 to 23 shall be <i>re-numbered</i> . 17) If at any time during the continuance of this Agreement, the performance in whole or in part by either party or any obligation under this Agreement shall be prevented or delayed by reason of governmental decision, war, whether declared or not, hostilities, act of the public enemy, civil commotion, sabotage, fire,			

	<p>typhoons, lightning, flood, or any natural disasters, explosion, epidemics, quarantine restrictions, disturbance in supplies from normally reliable sources (including but not limited to electricity, water, fuel), strike and lockout or any other event beyond the reasonable control of the party concerned (hereinafter referred to as the “Eventuality”) then notice of such eventuality shall be given by the party affected by the Eventuality to the other party within three (03) working days of occurrence thereof and/or performance of the Agreement shall be resumed as soon as possible after such eventuality has come to an end or ceased to exist, provided that if the performance in whole or in part of any obligation under this Agreement is delayed by reason of any such Eventuality for a period exceeding one (01) month, the parties shall meet and review in good faith the desirability and conditions of terminating this Agreement.</p>		
68	Volume VI	Annex: N/A	Clause: Schedule 2
	<p>Following definitions shall be <i>replaced</i> as follows;</p> <ul style="list-style-type: none"> • "Project Agreements" means the Power Purchase Agreement, Contract for Development of Transmission Facility, this Indenture, Direct Agreements and the BOI Agreement; <p>Following definitions shall be <i>replead</i> from Volume VI.</p> <ul style="list-style-type: none"> • "Site Reinstatement Bond" 		
69	Volume VI	Annex: N/A	Clause: Schedule 4
	<p>Fourth Schedule (Form of Site Reinstatement Bond) in Volume VI shall be <i>replead</i> from the agreement.</p>		
70	Volume VII	Annex: N/A	Schedule: 1 – Definitions
	<p>Following definitions <i>added</i> to Schedule 1;</p> <ul style="list-style-type: none"> • “Environment Management Plan”: Means the Environmental Management Plan and Monitoring Programme given in Chapter 7 of the EIA Report done for this project. • “Disputed Amount”: Has the meaning given to that term in Clause 8.6.2 of Power Purchase Agreement. <p>Wordings in following definitions shall be <i>replaces</i> as follows;</p> <ul style="list-style-type: none"> • The words "Schedule 11" used in the definition "Buy-Out Price" shall be <i>replaced</i> with "Schedule 13". • The words "Schedule 15" used in the definition "Construction Performance Bond" shall be <i>replaced</i> with "Schedule 18". • The words "Schedule 16" used in the definition "Grid Impact Study" shall be <i>replaced</i> with "Schedule 19". • The words "Schedule 11" used in the definition "Termination Charges" shall be <i>replaced</i> with "Schedule 14". 		