

**SOLAR ENERGY CORPORATION OF INDIA LTD.  
NEW DELHI**

**Ref No. SECI/C&P/RPD/RTC-I/102019/Amendment-01**

dated 29.01.2020

Amendment-01 to RfS for Selection of RE Power Developer for “Round-the-Clock” supply of 400 MW RE Power to NDMC, New Delhi, and Dadra & Nagar Haveli (RTC-I)			
RfS No. SECI/C&P/RPD/RTC-I/RfS/400MW/102019 dated: 18.10.2019			
Sr. No.	Clause No.	Existing Clause	Amended Clause
<b>Amendments in the RfS document</b>			
1.	Name of the tender	Request for Selection (RfS) Document For Selection of RE Power Developer for “Round-the-Clock” Supply of 400 MW RE Power to NDMC, New Delhi, and Dadra & Nagar Haveli under Tariff-based Competitive Bidding (RTC-I)	Request for Selection (RfS) Document For Selection of RE Power Developer for “Round-the-Clock” Energy Supply from 400 MW RE Power Projects to NDMC, New Delhi, and Daman & Diu and Dadra & Nagar Haveli under Tariff-based Competitive Bidding (RTC-I)
2.	General	Any reference to <b>“Round-the-Clock Power supply”</b> in the RfS, PPA and PSA documents shall hereafter be read as <b>“Round-the-Clock Energy supply”</b> .	
3.	Bid Information Sheet	<b>DOCUMENT PROCESSING FEE</b> Rs. 15 Lakh + 18% GST	<b>DOCUMENT PROCESSING FEE</b> Rs. 5 Lakh +18% GST for each project from 50 MW upto 99.9 MW,  Rs. 15 Lakh + 18% GST for each project from 100 MW and above
4.	Bid Information Sheet	<b>EARNEST MONEY DEPOSIT (EMD)</b> Amount: INR 30,00,000/- (Indian Rupees Thirty Lakhs) per MW per Project to be submitted in the form of Bank Guarantee along with the Response to RfS	<b>EARNEST MONEY DEPOSIT (EMD)</b> Amount: INR 20,00,000/- (Indian Rupees Twenty Lakhs) per MW per Project to be submitted in the form of Bank Guarantee along with the Response to RfS
5.	Section I, Cl. 1.4	<b>“AVAILABILITY”</b> shall mean as defined in the PPA;	Deleted.
6.	Section I	Cl. Nos. 1.5 and 1.6., have been renumbered as Cl. 1.4 and 1.5 respectively.	
7.	Section I Cl. 1.6	New Clause	<b>“CAPACITY UTILIZATION FACTOR (CUF)”</b> shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time; The CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if ‘X’ MWh of energy has been metered

			out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$ ;
8.	Section I, Cl. 1.10	<b>"CONTRACTED CAPACITY"</b> shall mean the AC capacity in MW contracted with SECI for supply by the RPD to SECI at the Delivery Point from the Project.	<b>"CONTRACTED CAPACITY"</b> shall mean the AC capacity in MW contracted with SECI for supply by the RPD to SECI at the Delivery Point from the Project, and shall be equal to the Project Capacity as defined;
9.	Section I, Cl. 1.20	<b>"GUIDELINES"</b> shall mean the "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects" issued by the Ministry of Power vide Resolution dated 03.08.2017 including subsequent amendments and clarifications thereof, along with the "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects" issued by the Ministry of Power vide Resolution No. 23/54/2017-R&R dated 08.12.2017, and the National Wind Solar Hybrid Policy dated 14.05.2018, issued by MNRE, including subsequent amendments and clarifications thereof;	<b>"GUIDELINES"</b> shall mean the "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects" issued by the Ministry of Power vide Resolution dated 03.08.2017 including subsequent amendments and clarifications thereof, along with the "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects" issued by the Ministry of Power vide Resolution No. 23/54/2017-R&R dated 08.12.2017, including subsequent amendments and clarifications thereof, and the draft Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects issued by the Ministry of New & Renewable Energy vide O.M. dated 11.10.2019 and its final version as issued by MNRE, and the National Wind Solar Hybrid Policy dated 14.05.2018, issued by MNRE including subsequent amendments and clarifications thereof;
10.	Section-I, Cl. 1.22	<b>"INTER-CONNECTION POINT/ DELIVERY/ METERING POINT"</b> shall mean the point at 220kV or above, where the power from the Project is injected into the identified ISTS Substation (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS document.....	<b>"INTER-CONNECTION POINT/ DELIVERY/ METERING POINT"</b> shall mean the point at 220kV or above, where power from the Project is injected into the identified ISTS Substation (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS document. Interconnection at 132kV will be allowed exclusively in case the project

			is granted connectivity at an available bay of an existing ISTS substation if any .....
11.	Section I, Cl. 1.35	..... The voltage level of transmission system of individual projects up to the pooling substation shall be at 220 kV and above....	..... The voltage level of transmission system of individual projects up to the pooling substation shall be at 33 kV and above....
12.	Section I, Cl. 1.38	..... It may be noted that the sources of generation and ESS, if any, shall need to be co-located, to be considered a single Project;	..... It may be noted that the sources of generation and ESS, if any, may be co-located, or may be located at different locations, to be considered a single Project;
13.	Section I, Cl. 1.39	<b>“PROJECT CAPACITY”</b> shall mean 200 MW, i.e. the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed;	<b>“PROJECT CAPACITY”</b> shall mean the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed;
14.	Section I, Cl. 1.48	<b>“SUPPLY HOURS” or “ENERGY SUPPLY HOURS”</b> shall mean the hours identified in a 24-hour period for supply of renewable power to SECI, in line with the demand pattern of the Discom;	<b>“SUPPLY HOURS” or “ENERGY SUPPLY HOURS”</b> shall mean the 24-hour period of the day during which, the energy as per Contracted Capacity shall be supplied by the RPD;
15.	Section I, Cl. 1.53	New Clause	<b>“WIND-SOLAR HYBRID POWER PROJECT”</b> means the wind-solar hybrid power project where the rated power capacity of one resource is atleast 25% of the rated power capacity of the other resource.
16.	Section II Cl. 2.0	..... Further, Ministry of Power (MoP) has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” vide Gazette Resolution dated 03.08.2017 and “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects”, vide Resolution No. 23/54/2017-R&R dated 08.12.2017. These Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 for long term procurement of electricity by the ‘Procurers’, from grid-connected Solar and Wind Power Projects, through competitive bidding. This RfS document has been prepared in line with the above Guidelines, under the National	..... Further, Ministry of Power (MoP) has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” vide Gazette Resolution dated 03.08.2017 and “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects”, vide Resolution No. 23/54/2017-R&R dated 08.12.2017. Further, Ministry of New & Renewable Energy (MNRE) has issued “draft Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects” vide O.M. dated 11.10.2019, as finally issued by MNRE. These Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 for long

		Wind-Solar Hybrid Policy.	term procurement of electricity by the 'Procurers', from grid-connected Solar, Wind and Hybrid Power Projects, through competitive bidding. This RfS document has been prepared in line with the above Guidelines, under the National Wind-Solar Hybrid Policy.
17.	Section II Cl. 5.0	Power procured by SECI from the above Project has been provisioned to be sold to the NDMC, New Delhi (200 MW) and Dadra & Nagar Haveli (200 MW), i.e. the Buying Entity/Utility (ies). SECI shall be.....	Power procured by SECI under the RfS has been provisioned to be sold to the NDMC, New Delhi (200 MW) and Daman & Diu and Dadra & Nagar Haveli (200 MW), i.e. the Buying Entity/Utility (ies). However, SECI reserves the right to sell such power to any other Discom in special circumstances. SECI shall be.....
18.	Section II Cl. 7.0	<b>..... The bidders shall quote a single first year tariff under this RfS, which shall have an escalation @4% per annum (rounded off to two decimal points), upto the end of the 15th Contract Year of the term of the PPA, and shall subsequently be fixed at the tariff thereafter, for the remaining term of the PPA.....</b>	<b>..... The bidders shall quote a single first year tariff under this RfS, which shall have an escalation @3% per annum (rounded off to two decimal points), upto the end of the 15th Contract Year of the term of the PPA, and shall subsequently be fixed at the tariff thereafter, for the remaining term of the PPA.....</b>
19.	Section II Cl. 9.0	If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 3 years after COD), SECI will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honor all the obligations and terms & conditions of the PPA.	If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 1 year after COD), SECI will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honor all the obligations and terms & conditions of the PPA.
20.	Section II Cl. 10.0	The Projects to be selected under this RfS for a single project capacity of 200 MW to be installed anywhere in India, provide for deployment of Renewable Power Technology....	The Projects to be selected under this RfS for a cumulative project capacity of 400 MW to be installed anywhere in India, provide for deployment of Renewable Power Technology....
21.	Section II, Cl. 12.0	This RfS document has been prepared based on the "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects" and Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected	This RfS document has been prepared based on the "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects" and Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected

		Wind Power Projects”, issued by Ministry of Power vide Gazette Resolutions dated 03.08.2017 and 08.12.2017 respectively, with subsequent amendments and clarifications thereof. These guidelines and their elaborations/ clarifications form the basis for selection of new Projects under this RfS.	Wind Power Projects”, issued by Ministry of Power vide Gazette Resolutions dated 03.08.2017 and 08.12.2017 respectively, with subsequent amendments and clarifications thereof, and “draft Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects”, issued by Ministry of New & Renewable Energy vide O.M. dated 11.10.2019, as finally issued by MNRE along with subsequent amendments and clarifications thereof. These guidelines and their elaborations/ clarifications form the basis for selection of new Projects under this RfS.
22.	Section III, Cl. 3.1	Selection of ISTS Connected RE Power Project for RTC supply of 400 MW power through 2X200 MW projects will be carried out through e-bidding followed by e-Reverse Auction process. The Projects may be setup anywhere in India.	Selection of ISTS Connected RE Power Project for RTC supply of cumulative capacity of 400 MW power will be carried out through e-bidding followed by e-Reverse Auction process. The Projects may be setup anywhere in India.
23.	Section III, Cl. 3.3	The Project, having a single contracted capacity of 200 MW, is required to be designed for inter-connection with transmission network of ISTS at voltage level of 220 kV or above.....	The Project, having a single contracted capacity ranging between (and including) 50 MW to 400 MW, is required to be designed for inter-connection with transmission network of ISTS at voltage level of 220 kV or above.....
24.	Section III, Cl. 3.3 (i)	The term “Project” shall have the meaning as defined in Section I of the RfS, and shall refer to the Project capacity of 200 MW.	The term “Project” shall have the meaning as defined in Section I of the RfS, and shall refer to the Contracted Capacity.
25.	Section III, Cl. 3.3 (ii)	Addendum to the clause	In case the Project Developer chooses to install a combination of both wind and solar PV components in the Project, the Project shall be denoted as a “Wind-Solar Hybrid Power Project”, under the National Wind-Solar Hybrid Policy; and in such case, the rated installed Project capacity of either of the wind and solar components shall be more than 25% of the rated installed capacity of the other wind/solar component.  For eg. if a single Wind-Solar Hybrid Project Capacity comprises 200 MW of rated installed

			Wind Power capacity, the minimum rated installed project capacity for the corresponding Solar Project component shall be 50 MW.
26.	Section III, Cl. 4.0	The Project can be located anywhere in India. The RE generation components, along with ESS installed, if any, need to be co-located, and hybridization of power, if any, shall be done prior to or at the Delivery Point.	The Project can be located anywhere in India. The RE generation components, along with ESS installed, if any, may either be co-located, or may be located at different locations. In case of co-location of Project components, hybridization of power, if any, shall be done prior to or at the Delivery Point.
27.	Section III, Cl. 6. (ii)	A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid for minimum Project capacity of <b>200 MW</b> , in the prescribed formats.	A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid for minimum Project capacity of <b>50 MW</b> , in the prescribed formats.
28.	Section III, Cl. 6. (iii)	The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be <b>400 MW</b> . Capacity of a single Project shall be <b>200 MW</b> .	The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be <b>400 MW</b> . Capacity of a single Project shall range between (and including) <b>50 MW</b> and <b>400 MW</b> .
29.	Section III, Cl. 7.6	The RPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, and/or UI charges as applicable and are responsible for all liabilities related to LTA and Connectivity. In case of absence of regulations specific to hybrid Projects, the above regulations will be adhered to, separately for each renewable project component.	The RPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement as applicable and is responsible for all liabilities related to LTA and Connectivity. In case of absence of regulations specific to hybrid Projects, the above regulations will be adhered to, separately for each renewable project component.
30.	Section III, Cl. 7.15	New Clause	Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind/solar power till a certain date. In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, SECI shall bear no liability with respect to transmission charges and losses levied, if any. Further, in case SCD of the Project is prior to the above deadline of

			waiver of ISTS charges and losses, and commissioning of the Project is delayed beyond the above date for the reasons attributable to the RPD, the applicable transmission charges and losses shall be borne by the RPD.
31.	Section III, Cl. 8.1	<p><b>Modified as follows:</b></p> <p><b><u>CRITERIA FOR GENERATION</u></b></p> <p>The Bidders will declare the annual CUF of their Projects in the Covering Letter as per Format 7.1 and RPDs will be allowed to revise the same once within first three years after COD. The declared annual CUF shall in no case be less than <b>100% (hundred percent)</b>. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year. The RPD shall maintain generation so as to achieve annual CUF not less than <b>80% (eighty percent)</b> of the declared value, during the PPA duration of 25 years. The lower limit will, however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the HPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year. The Buying Entity shall use the power for fulfillment of solar and non-solar RPO in the proportion of rated capacity of solar and wind power in the project respectively. The RPDs are free to install additional wind turbines to account for auxiliary consumption in the Projects.</p>	
32.	Section III, Cl. 8.2.i.	The RPD shall install, operate and maintain the Project such that the Availability of the Contracted Capacity of the Project is at least 90% (ninety per cent) thereof during each year of the Term of the Project ( <b>“Normative Availability”</b> ).	The RPD shall install, operate and maintain the Project such that the minimum annual energy supplied corresponds to 80% CUF for the Project.
33.	Section III, Cl 8.2.ii	Unless otherwise notified by the RPD, the declared Availability shall be deemed to be 100% (one hundred per cent) thereof at all times. The RPD shall confirm the Availability from the Project no later than 48 (forty-eight) hours prior to its occurrence.	Under this RfS, “Round-the-Clock” Energy supply shall mean daily availability of energy as scheduled by the RPD. As the RE power is must run power and as there is no control over fuel, the Buying Utility shall mandatorily off-take such power as scheduled by the RPD and energy accounting shall be done based on scheduling by the RPD.
34.	Section III, Cl. 8.2. iii.	The Buying Utility shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the RPD through SECI for production of electricity and despatch thereof to the Grid during such period and in such volume as it may specify in its	Not Used.

		instructions. Provided that the Utility shall not as for despatch in excess of the declared Availability by the RPD, unless mutually agreed between the RPD and the Utility.	
35.	Section III, Cl. 8.2.iv.	Pursuant to the provisions of Clause iii above, the RPD shall plan the dispatch of electricity and convey its availability for scheduling thereof by the SLDC or RLDC, as the case may be, and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003.	Not Used.
36.	Section III, Cl. 8.2.v.	It is mandated to make available the plant to the buying utility on a Round-the-Clock basis. The generated energy shall be dispatched through scheduling of power by the buying utility.	Not Used.
37.	Section III, Cl. 8.2.vi.	As the RE power is must run power and as there is no control over fuel, the buying utility will mandatorily schedule for off-take of the complete power as per the availability/schedule proposed by the RPD and the payment shall be made for the scheduled power by the RPD. However, based on the demand pattern of the utility the power dispatch schedule shall be accepted by RPD on day-ahead basis.	Not Used.
38.	Section III, Cl. 8.2.vii.	DSM/UI charges or any other grid support related charges as mutually agreed between RPD and the grid operator shall be borne by the RPD as per applicable laws.	DSM charges or any other grid support related charges as mutually agreed between RPD and the grid operator shall be borne by the RPD as per applicable laws.
39.	Section III, Cl. 8.3	<p><b>Modified as follows:</b></p> <p><b><u>SHORTFALL IN GENERATION</u></b></p> <p>During the term of the Project, subsequent to commissioning of Project, if for any year, it is found that the RPD has not been able to generate minimum energy corresponding to the lower limit of CUF declared by the RPD, such shortfall in performance shall make the RPD liable to pay the compensation provided in the PSA as payable to Buying Entities and the RPD shall duly pay such compensation to SECI to enable remitting the amount to the Buying Entities. This will, however be relaxable by SECI to the extent of grid non-availability for evacuation, which is beyond the control of the HPD. The amount of compensation shall be calculated at the PPA tariff for the shortfall in energy terms, in accordance with the terms of</p>	



		<p>the PPA. This compensation shall be applied to the amount of shortfall in generation during the year. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with SECI affecting supply of power by RPD. Such compensation as recovered from the RPD shall be passed on by SECI to the Buying Entity, after deducting losses of SECI.</p> <p>The RPD shall agree that the methodology specified herein above for calculation of liquidated damages payable by the RPD for shortfall in generation is a genuine and accurate pre-estimation of the actual loss that will be suffered by SECI/Buying Utility. RPD shall further acknowledge that a breach of any of the obligations contained herein result in injuries and that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre-estimate of the damages that may be suffered by the SECI in each case specified under this Agreement. However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with SECI, affecting supply of power by the RPD.</p>				
40.	Section III, Cl. 8.5.a.	<p><b>Modified as follows:</b></p> <p><u>Generation Compensation in offtake constraints due to Grid Unavailability:</u> During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the RPD. In such cases the generation compensation shall be addressed by SECI in following manner:</p> <table><tr><th>Duration of Grid unavailability</th><th>Provision for Generation Compensation</th></tr><tr><td>Grid unavailability in a billing month as beyond 4 hours in that particular billing month</td><td><p><b><i>Generation Loss = [(Average Generation per hour during the billing month) × (number of hours of grid unavailability during that particular billing month)]</i></b></p><p>Where, Average Generation per hour during the billing month (kWh) = Total generation in the billing month (kWh) ÷ (24 x number of days in that particular billing month) hours less total hours of grid unavailability in that particular billing month</p></td></tr></table>	Duration of Grid unavailability	Provision for Generation Compensation	Grid unavailability in a billing month as beyond 4 hours in that particular billing month	<p><b><i>Generation Loss = [(Average Generation per hour during the billing month) × (number of hours of grid unavailability during that particular billing month)]</i></b></p> <p>Where, Average Generation per hour during the billing month (kWh) = Total generation in the billing month (kWh) ÷ (24 x number of days in that particular billing month) hours less total hours of grid unavailability in that particular billing month</p>
Duration of Grid unavailability	Provision for Generation Compensation					
Grid unavailability in a billing month as beyond 4 hours in that particular billing month	<p><b><i>Generation Loss = [(Average Generation per hour during the billing month) × (number of hours of grid unavailability during that particular billing month)]</i></b></p> <p>Where, Average Generation per hour during the billing month (kWh) = Total generation in the billing month (kWh) ÷ (24 x number of days in that particular billing month) hours less total hours of grid unavailability in that particular billing month</p>					

41.	Section III, Cl. 8.5.b.	<b>Modified as follows:</b>  <u>Offtake constraints due to Backdown:</u> The RPD and SECI shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of “must-run” to Wind and Solar power projects. Accordingly, no wind-solar hybrid power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In case such eventuality of backdown arises, except for the cases where the backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the RPD shall be eligible for a generation compensation, from SECI, in the manner detailed below. <table><tr><th>Duration of Backdown</th><th>Provision for Generation Compensation</th></tr><tr><td>Hours of Backdown during a monthly billing cycle.</td><td><b><i>Generation Compensation = 100% x [Scheduled energy x (number of backdown hours during the month)] x PPA tariff</i></b></td></tr></table> The Generation Compensation as calculated above, will be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA). No trading margin shall be applicable on this generation compensation as per Clause 8.5.b above.		Duration of Backdown	Provision for Generation Compensation	Hours of Backdown during a monthly billing cycle.	<b><i>Generation Compensation = 100% x [Scheduled energy x (number of backdown hours during the month)] x PPA tariff</i></b>
Duration of Backdown	Provision for Generation Compensation						
Hours of Backdown during a monthly billing cycle.	<b><i>Generation Compensation = 100% x [Scheduled energy x (number of backdown hours during the month)] x PPA tariff</i></b>						
42.	Section III, Cl. 10.1.	Earnest Money Deposit (EMD) of INR 30 Lakh/ MW per Project in the form of Bank Guarantee according to Format 7.3A and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected.....	Earnest Money Deposit (EMD) of INR 10 Lakh/ MW per Project in the form of Bank Guarantee according to Format 7.3A and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected.....				
43.	Section III, Cl. 11.1	Bidder selected by SECI based on this RfS shall submit Performance Guarantee for a value @ INR 60 Lakh/ MW within 30 days of issuance of Letter of Award (LoA) or before signing of PPA, whichever is earlier. It may be noted that successful Bidder shall submit the Performance Guarantee according to the Format 7.3B with a validity period of 27 months from the Effective Date of the PPA.....	Bidder selected by SECI based on this RfS shall submit Performance Guarantee for a value @ INR 40 Lakh/ MW within 30 days of issuance of Letter of Award (LoA) or before signing of PPA, whichever is earlier. It may be noted that successful Bidder shall submit the Performance Guarantee according to the Format 7.3B with a validity period of 33 months from the Effective Date of the PPA.....				
44.	Section III, Cl. 11.1.a.	Delay upto 3 months from due date of submission of PBG:...	Delay upto 1 month from due date of submission of PBG:...				
45.	Section III, Cl. 11.1.b.	Delay beyond 3 months from the due date of submission of PBG:...	Delay beyond 1 month from the due date of submission of PBG:...				

46.	Section III, Cl. 14.1	.....The PPA shall be signed within 30 (thirty) days from the date of issue of LoA (for e.g. If the LoA is dated 20.03.2019, then the last date of signing of PPA shall be 19.04.2019).....	.....The PPA shall be signed within 90 (ninety) days from the date of issue of LoA (for e.g. If the LoA is dated 20.03.2020, then the last date of signing of PPA shall be 18.06.2020).....
47.	Section-III, Cl. 14.1	<b>Note:</b> It may be noted.....	<b>Note:</b> PPA will be executed between SECI and the HPD as per the breakup of the cumulative Project capacity awarded to the Bidder. <b>The HPD shall provide the project breakup for the cumulative capacity quoted, in the Covering Letter (Format 6.1), which may be changed by the HPD subsequent to issuance of LOA upto the date as on 30 days from issuance of LOA. For an individual Project, any modification in the rated capacities of wind and solar components in the Project, shall be intimated to SECI within 30 days of issuance of LOA. Both the above parameters will remain unchanged, thereafter.</b> It may be noted.....
48.	Section III, Cl. 14.3	Successful bidder will have to submit the required documents to SECI within 20 days from the issue of LoA. In case of delay in submission of documents beyond the 20 days as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.  Irrespective of the date of signing of PPA, the Effective Date of the PPA shall be the date as on 30th day from the date of issuance of LOA. In extraordinary cases of unavoidable delays on the part of SECI in signing the PPAs, the Effective Date of the PPA shall then be the date of signing of PPA.	Successful bidder will have to submit the required documents to SECI within 70 days from the issue of LoA. In case of delay in submission of documents beyond the 70 days as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.  Irrespective of the date of signing of PPA, the Effective Date of the PPA shall be the date as on 90th day from the date of issuance of LOA. In extraordinary cases of unavoidable delays on the part of SECI in signing the PPAs, the Effective Date of the PPA shall then be the date of signing of PPA
49.	Section III, Cl. 14.7	<b>Modified as follows:</b> The bidders shall quote a single first year tariff under this RfS, which shall have an escalation @3% per annum (rounded off to two decimal points), upto the end of the 15th Contract Year of the term of the PPA, and shall subsequently be fixed thereafter, for the remaining term of the PPA. An illustration to this effect is as follows (for a first-year tariff of Rs. 3.50/kWh):	

			Contract year of PPA	Tariff for the corresponding year (INR/kWh)	
			1	3.50	
			2	3.61	
			3	3.71	
			4	3.82	
			5	3.94	
			6	4.06	
			7	4.18	
			8	4.30	
			9	4.43	
			10	4.57	
			11	4.70	
			12	4.84	
			13	4.99	
			14	5.14	
			15	5.29	
			16	5.29	
			17	5.29	
			18	5.29	
			19	5.29	
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50.	Section III, Cl. 15.(vii).e.	Change of State where Project is located, and Delivery Point of the Project is allowed until achievement of Financial Closure of the Project, under prior intimation to SECI. In case the RPD is unable to demonstrate possession of 100% of the identified land beyond the SCD, this shall be treated as delay in Commissioning and LD will be levied as applicable in case of delay in commissioning beyond SCD.	It is further to be noted that part/full commissioning of the Project will not be allowed until demonstration of land possession for the corresponding capacity being commissioned.		
51.	Section III, Cl. 16.a.	Part commissioning of the Project shall be accepted by SECI subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) commissioning	The minimum capacity for acceptance of first part commissioning at one project site shall be 50% of the allocated Project Capacity or 50 MW, whichever is lower, without prejudice to		

		<p>shall be 100 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. It may be noted that part commissioning of the capacity will be admissible subject to the condition that “Round-the-Clock” supply of power is achieved by the commissioned part-capacity, in line with RfS conditions. In case of part-commissioning of the Project, land corresponding to the part capacity being commissioned, shall be required to be demonstrated by the WPD prior to declaration of commissioning of the said part capacity.</p> <p>However, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty five) years from the SCD.</p>	<p>the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, in case of ISTS-Projects, minimum capacity for acceptance of first part commissioning shall be at least 50 MW. A project capacity of 100 MW or less can be commissioned in maximum two parts. The projects with capacity more than 100 MW can be commissioned in parts of at least 50 MW each; with last part could be the balance capacity.</p> <p>In case of part-commissioning of Wind-Solar Hybrid Projects, it shall be mandatory to demonstrate commissioning of one component (either wind or solar) having capacity equal to atleast 25% of the project capacity of the other component being commissioned, otherwise the project shall not be demonstrated as part-commissioned. In other words, it is clarified that commissioning of a single component or having a composition lower than the above required percentage, shall not construe part commissioning of the Hybrid Project.</p> <p>Further, it may be noted that part commissioning of the capacity will be admissible subject to the condition that “Round-the-Clock” supply of energy is achieved by the commissioned part-capacity, in line with RfS conditions. In case of part-commissioning of the Project, land corresponding to the part capacity being commissioned, shall be required to be demonstrated by the WPD prior to declaration of commissioning of the said part capacity.</p> <p>However, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning,</p>
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			the PPA will remain in force for a period of 25 (twenty five) years from the SCD.
52.	Section III Cl. 18.3	<u>In case of Project being executed through SPVs:</u> The Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 03 (three) years from the COD, except with the prior approval of SECI. In the event the selected Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 03 (three) years from COD, except with the prior approval of SECI. However, in case the Project is being set up by a listed Company, this condition will not be applicable.	<u>In case of Project being executed through SPVs:</u> The Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after the COD. In the event the selected Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
53.	Section III Cl. 18.4	<u>In case of the selected Bidder itself executing the PPA,</u> it shall ensure that its promoters Shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 03 (three) years from the COD, except with the prior approval of SECI. However, in case the Project is being set up by a listed Company, this condition will not be applicable.	<u>In case of the selected Bidder itself executing the PPA,</u> it shall ensure that its promoters Shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 01 (one) year after the COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
54.	Section III Cl. 18.5	..... In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 03 (three) year after COD.	..... In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after COD.
55.	Section III Cl. 18.6	Any change in the shareholding after the expiry of 03 years from COD can be undertaken under intimation to SECI.....	Any change in the shareholding after the expiry of 01 year after COD can be undertaken under intimation to SECI.....
56.	Section III, Cl. 20.11.vi	New Clause	Bidder shall be additionally required to furnish the break-up of the Estimated Project Cost as per Format 7.12 (separately for each project) as part of the response to RfS.

57.	Section III Cl.22.b.	Non-submission of EMD in acceptable form along with RfS document.	Non-submission or partial submission of EMD in acceptable form along with RfS document.
58.	Section III Cl. 22.d.	Non-submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part offline before due date and time of submission of bid;	Non submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid;
59.	Section III Cl. 22.	Addendum to the clause	In any of the above cases, the bid shall not be considered for bid opening and evaluation process. Further, in case of (b), such bidder will be debarred from participating in any of the tenders issued by SECI, for a period of 6 (six) months, starting from the last date of bid submission of this RfS.
60.	Section III Cl. 23.	<p><b>Documents to be submitted Offline (in Original)</b></p> <p>The bidder has to submit the documents in original as part of Response to RfS to the address mentioned in Bid Information Sheet before the due date and time of bid submission.</p> <p><b>Bidding Envelope:</b> Super scribed as “<b>Bidding Envelope containing Covering Envelope, Pass Phrase Envelope -1 &amp; Pass Phrase Envelope -2</b>” at the top of the Envelope and “<b>Name &amp; Address of the Bidder</b>” on the left hand side bottom must contain the following:</p> <p>i) <b>Covering Envelope:</b> Super scribed as “Covering Envelope Containing Cost of RfS Document, Processing Fee, Bank Guarantee towards EMD, and Covering Letter, Power of Attorney (if applicable), Consortium Agreement (if applicable), Board Resolution” must contain the following:</p> <p>➤ DD/Pay order towards Cost of RfS Document as mentioned in Bid Information Sheet.</p>	<p><b>Documents to be submitted Offline (in Original)</b></p> <p>The bidder has to submit original of following documents <b>offline</b>.</p> <p>i) DD/Pay order or NEFT/RTGS/ details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.</p> <p>ii) Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3 A). One EMD may be submitted for the cumulative capacity quoted by the bidder, or individual EMDs may be submitted for each Project.</p> <p>iii) Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal.</p> <p><b><u>No documents will be accepted in person, on or before the date of bid submission.</u></b></p> <p>DDs/Pay Orders against the cost of RfS document and bid processing fee may be submitted in person or via post/courier</p>

		<ul style="list-style-type: none"> <li>➤ Processing Fee in the form DD/Pay Order as mentioned in the Bid Information Sheet</li> <li>➤ Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 6.3A). One EMD may be submitted for the cumulative capacity quoted by the bidder, or individual EMDs may be submitted for each Project.</li> <li>➤ Covering Letter as per Format-6.1,</li> <li>➤ Power of Attorney as per Format 6.2 (if applicable),</li> <li>➤ Board Resolution as per Format 6.4</li> <li>➤ Consortium Agreement as per Format 6.5 (if applicable)</li> </ul> <p>ii) <b>Pass-Phrase Envelope-1:</b> Containing Pass Phrase for Technical Bid duly stamped and signed by the authorized signatory in sealed envelope.</p> <p>iii) <b>Pass-Phrase Envelope-2:</b> Containing Pass Phrase for Financial Bid duly stamped and signed by the authorized signatory in sealed envelope.</p> <p>...</p>	<p>subsequent to expiry of bid submission deadline and upto the date as on two (2) working days after the deadline.</p> <p><b>Bank Guarantee against EMD needs to be submitted in both online and offline modes.</b></p> <p>The Bidders will be required to submit the bank guarantee, either in person or through post, at the office of SECI until the date as on 2 working days after the closing date of bid submission. The 2-day duration will be counted from the date of bid submission.</p> <p>Note: In all cases, the Bank Guarantee against EMD and DDs against the above fee (if applicable), shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.</p> <p><u>For e.g.,</u> if the bid submission deadline is 18:00 hrs on 05.02.2020, the above deadline will expire at 18:00 hrs on 07.02.2020. In case of the above deadline being a holiday, the next working day in SECI will be the deadline for submission of Bank Guarantees and/or Cost of RfS Document and Bid Processing Fee.</p> <p>....</p>
61.	Section III Cl. 23.b.	<p>....</p> <p>If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted shall be encashed and the EMD(s) shall be returned. The bid shall not be processed further in such case.</p> <p>....</p>	<p>.....</p> <p>If the Bidder has submitted bid online and fails to submit the Bank Guarantee for requisite amount and/or DDs/Pay order against cost of RfS Document and bid processing fee offline within 2 working days after last date of bid submission, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted shall be encashed and the EMD(s) shall be returned.</p> <p>.....</p>
62.	Section III Cl. 23.b.I.(d)	New Clause	Scanned Copies of NEFT/RTGS/DD/Pay order details towards Cost of RfS Document as mentioned in Bid Information Sheet.



63.	Section III Cl. 23.b.I.(e)	New Clause	Scanned Copies of requisite amount of Bank Guarantee towards EMD as mentioned in the Bid Information Sheet.
64.	Section III Cl. 23.b.I.	Addendum to the clause	<u>Submission of Pass-phrases:</u> In line with Clause 21.8 above, and Annexure-C, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
65.	Section III Cl. 23.b.II.(e)	New Clause	In case of submission of Bank Guarantee against EMD online on or before the bid submission deadline, and non-submission of the hard copy of the Bank Guarantee to SECI within the date as on 2 working days subsequent to bid submission deadline, the respective bidder will be debarred from participating in any of the tenders issued by SECI, for a period of 6 (six) months, starting from the last date of bid submission of this RfS.
66.	Section IV Cl. A.7.	..... This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to three years after the COD of the Project, unless approved by SECI.....	..... This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to one year after the COD of the Project.....
67.	Section IV Cl. C.1.a.	The Net Worth of the Bidder should be equal to or greater than <b>INR 6 Crores per MW</b> of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2018-19, or as on the date at least 7 days prior to the date of bid submission.	The Net Worth of the Bidder should be equal to or greater than <b>INR 4 Crores per MW</b> of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2018-19, or as on the date at least 7 days prior to the date of bid submission.
68.	Section IV Cl. C.2.a.	A minimum annual turnover of <b>INR 3.75 Cr/ MW</b> of the quoted capacity during the previous financial year, i.e. FY 2018-19 or as on the date at least 7 days prior to the date of bid submission. It is hereby clarified that	A minimum annual turnover of <b>INR 3.15 Cr/ MW</b> of the quoted capacity during the previous financial year, i.e. FY 2018-19 or as on the date at least 7 days prior to the date of bid submission. It is hereby clarified that

		“Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.	“Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.
69.	Section IV Cl. C.2.b.	Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of <b>INR 75 Lakhs/ MW</b> of the quoted capacity, as on the last date of previous financial year, i.e. FY 2018-19, or as on the date at least 7 days prior to the date of bid submission.	Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of <b>INR 63 Lakhs/ MW</b> of the quoted capacity, as on the last date of previous financial year, i.e. FY 2018-19, or as on the date at least 7 days prior to the date of bid submission.
70.	Section IV Cl. C.2.c.	In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of <b>INR 93.75 Lakhs/MW</b> of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.	In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of <b>INR 79 Lakhs/MW</b> of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.
71.	Section V Cl. 2.a.1	The first envelope (Technical Bid submitted online) of only those bidders will be opened by SECI whose required documents as mentioned at Clause No. 23.a, Section-III, Instructions to Bidders (ITB) of this RfS are received at the office of SECI on or before the due date and time of bid submission.	The first envelope (Technical Bid submitted online) of only those bidders will be opened by SECI whose required documents as mentioned at Clause No. 23.a, Section-III, Instructions to Bidders (ITB) of this RfS, are received at SECI office. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee and/or DDs/Pay order against Cost of RfS document and Bid opening processing fee.  For eg., if the bid submission deadline is 18:00 hrs on 05.02.2020, the online bid opening will be conducted on 08.02.2020. In case of the above deadline being a holiday, the bids will be opened on the next working day.
72.	Section V, Cl. 3.2	<b>Modified as follows:</b>  The total eligible Bidders for reverse auction shall be decided as mentioned below: Assuming <b>T</b> = Total number of techno-commercially qualified Bidders, and <b>S<sub>k</sub></b> = Cumulative capacity till the ‘k’th serial number Bidder (not the ‘k’th rank bidder) after ranking is done in ascending order from L1 onwards	

		<div><div><math>S_E =</math> (Eligible capacity for award)</div><div><div>(i) In case <math>S_T &lt; 400</math> MW; <math>S_E = 0.8 \times S_T</math>,</div><div>(ii) In case <math>S_T \geq 400</math> MW; <math>S_E = 0.8 \times S_T</math>, subject to maximum eligible capacity being 400 MW.</div></div></div>																																							
		<p><b>Total eligible Bidders for e-Reverse Auction</b></p> <p>I. In case <math>(0.8 \times S_T) \leq 400</math> MW: all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.</p> <p>Accordingly, the no. of bidders shortlisted for e-RA, i.e., “n” = “T”.</p> <p>II. In case <math>(0.8 \times S_T) &gt; 400</math> MW: The highest ranked bidder (H1 bidder) shall be eliminated at this stage, and the remaining bidders techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.</p> <p>Accordingly, the no. of bidders shortlisted for e-RA, i.e., “n” = “T”-1.</p> <p><b>Note:</b></p> <p>(a) In case more than one bidder is ranked as “H1” bidder, i.e. such bidders are at the same tariff, all such bidders will be eliminated at this stage.</p> <p>(b) The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 400 MW. In the contradictory scenario, no elimination will take place at this stage.</p> <p><b>For e.g. (Shortlisting of Bidders for reverse auction):</b></p> <p>Total bid capacity of techno-commercially shortlisted bidders = <math>S_T=750</math> MW</p> <table><tr><th>Sl. No.</th><th>Techno commercially qualified Bidder</th><th>Rank</th><th>Capacity (MW)</th><th>T</th><th><math>S_E</math></th><th><math>S_T</math></th><th>n</th><th>Shortlisted Bidders</th></tr><tr><td>1</td><td>B3</td><td>L1</td><td>50</td><td rowspan="5">5</td><td rowspan="5">400 MW</td><td rowspan="5">700 MW</td><td rowspan="5">3</td><td>B3</td></tr><tr><td>2</td><td>B5</td><td>L2</td><td>200</td><td>B5</td></tr><tr><td>3</td><td>B1</td><td>L3</td><td>300</td><td>B1</td></tr><tr><td>4</td><td>B4</td><td>L3</td><td>150</td><td>B4</td></tr><tr><td>5</td><td>B2</td><td>L4</td><td>50</td><td></td></tr></table> <p>* n = 3+1 = 4 as per the above formula.</p> <p>Upon shortlisting of bidders for e-RA, if it is found that more than the eligible bidders shortlisted for e-RA have quoted the same tariff, ranking of bidders to be indicated in the e-RA window shall be decided based on draw of lots.</p>	Sl. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	$S_E$	$S_T$	n	Shortlisted Bidders	1	B3	L1	50	5	400 MW	700 MW	3	B3	2	B5	L2	200	B5	3	B1	L3	300	B1	4	B4	L3	150	B4	5	B2	L4	50		
Sl. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	$S_E$	$S_T$	n	Shortlisted Bidders																																	
1	B3	L1	50	5	400 MW	700 MW	3	B3																																	
2	B5	L2	200					B5																																	
3	B1	L3	300					B1																																	
4	B4	L3	150					B4																																	
5	B2	L4	50																																						
73.	Section V Cl. 4.i.	The bidders shall be selected in the ascending order with lowest quoted tariff (being L1) till the total capacity (400 MW) is exhausted.	<p>The bidders shall be selected in the ascending order with lowest quoted tariff (being L1) till the total capacity (400 MW) is exhausted.</p> <p><b>Note:</b> The allocation of cumulative project capacity shall be closed at 400 MW. However,</p>																																						

			<p>in no case, shall the capacity of a single project selected under this RfS, be less than 50 MW. In case of the last selected Bidder, if the balance project capacity is less than the total capacity mentioned by the Bidder but greater than 50 MW, then the project with highest preference (as mentioned in the Covering Letter) shall be awarded to the Bidder, subject to the maximum cumulative capacity not exceeding 400 MW, being awarded under the RfS.</p> <p>In case the partial capacity offered to the last Bidder after completion of the e-RA is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity, and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders.</p> <p>In case the partial capacity offered to the last Bidder after completion of the e-RA is greater than or equal to 50% of the total quoted capacity by such Bidder, <u>it shall be mandatory</u> for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded after e-RA to the successful Bidders not exceeding 400 MW. In case the last Bidder refuses to accept such partial capacity offered by SECI, the Bank Guarantee against EMD submitted by such Bidder shall be encashed by SECI.</p>
74.	Section V Cl. 5	At the end of selection process, a Letter of Award (LOA) will be issued to the successful Bidder for the Project. In case of a Consortium being selected as the successful Bidder, the LOA shall be issued to the Lead Member of the Consortium. In all cases, SECI's decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all	<p>At the end of selection process, a Letter of Award (LOA) will be issued to all the successful Bidders for each Project. In case Consortium being selected as successful Bidder, the LOA shall be issued to the Lead Member of the Consortium.</p> <p>In case SECI is unable to find buyers/off-takers for the tariffs as discovered after the bidding process, SECI reserves the right to</p>

		participating bidders. SECI reserves the right to cancel any or all of the bids in view of higher tariff discovered after e-RA.	annul the bid process without any financial implications to any of the parties concerned. In all cases, SECI's decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating Bidders. SECI reserves the right to cancel any or all of the bids in view of higher tariff discovered after e-RA.
75.	Format 7.3	...[Insert amount not less than that derived on the basis of Rs. 30 Lakhs per MW of cumulative capacity proposed]...	...[Insert amount not less than that derived on the basis of Rs. 10 Lakhs per MW of cumulative capacity proposed]...
76.	Annexure-A, Sl. 9.iii.	For commissioning of the Project, capacity of DC arrays installed shall be considered in multiple of 10 MW per unit. In case of part commissioning of 20 MW Project, each unit shall be required to have minimum 10 MW DC Arrays Capacity be installed.	Deleted
77.	Annexure-A-1, Sl. 1	IEC 61427-2 IEC 62485-2	IEC 61427-2/IS 16270/IEC 62619 IEC 62485-2/UL 1642
78.	Annexure-A-1, Sl. 1	New Clause	IEC 62619:2017: Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications
<b>Amendments in the PPA document</b>			
1.	Recital B.	The Ministry of New & Renewable Energy, Government of India has issued the Guidelines for Tariff Based Competitive Bidding Process for procurement of power from Grid connected Wind Solar Hybrid Projects vide Resolution dated _____, including subsequent amendments and clarifications;	The Ministry of Power, Government of India has issued the Guidelines for the Tariff Based Competitive Bidding Process for procurement of power generated from the Grid connected Solar Power Project vide Resolution dated 3rd August 2017, and Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects" issued by the Ministry of Power vide Resolution No. 23/54/2017-R&R dated 08.12.2017, including subsequent amendments and clarifications. Further, the Ministry of New & Renewable Energy, Government of India has issued the

			Guidelines for Tariff Based Competitive Bidding Process for procurement of power from Grid connected Wind Solar Hybrid Projects vide Resolution dated _____, including subsequent amendments and clarifications;
2.	1.1	<b>"Availability"</b>	Deleted
3.	1.1	<b>"Contracted Capacity"</b> shall mean ..... [Insert capacity] MW contracted with SECI for supply by the RPD to SECI at the Delivery Point from the Project;	<b>"Contracted Capacity"</b> shall mean ..... [Insert capacity] MW contracted with SECI for supply by the RPD to SECI at the Delivery Point from the Project, and shall be equal to the Project Capacity;
4.	1.1	<b>"Delivery Point"</b> shall mean the point at the voltage level of 220 kV or above of the CTU Sub-station including the dedicated transmission line connecting the Projects with the substation system as specified in the RfS document.....  .....All charges and losses related to Transmission of power from project up to Delivery Point.....	<b>"Delivery Point"</b> shall mean the point at 220kV or above, where power from the Project is injected into the identified ISTS Substation (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS document. Interconnection at 132kV will be allowed exclusively in case the project is granted connectivity at an available bay of an existing ISTS substation, if any....  .....Pursuant to Article 4.2.6, all charges and losses related to Transmission of power from project up to Delivery Point.....
5.	1.1	<b>"Guidelines: or "Scheme"</b> shall mean the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects issued by the Ministry of New & Renewable Energy on ..... including subsequent amendments and clarifications thereof;	<b>"Guidelines: or "Scheme"</b> shall mean the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects issued by the Ministry of Power on 3rd August 2017 including subsequent amendments and clarifications thereof, along with the "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects" issued by the Ministry of Power vide Resolution No. 23/54/2017-R&R dated 08.12.2017, including subsequent amendments and clarifications thereof and the National Wind-Solar Hybrid Policy issued by MNRE vide No. 238/78/2017-Wind dated

			14.05.2018 including subsequent amendments and clarifications, and the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects issued by the Ministry of New & Renewable Energy on ..... including subsequent amendments and clarifications thereof;
6.	1.1	<p><b>“Power Project” or “Project”</b></p> <p>.... It may be noted that the sources of generation and ESS, if any, shall need to be co-located, to be considered a single Project;</p>	<p><b>“Power Project” or “Project”</b></p> <p>..... It may be noted that the sources of generation and ESS, if any, may be co-located, or may be located at different locations, to be considered a single Project;</p>
7.	1.1	New Clause	<p><b>“Supply Hours” or “Energy Supply Hours”</b> shall mean the 24-hour period of the day during which, the power as per Contracted Capacity shall be supplied by the RPD on a constant basis;</p>
8.	1.1	New Clause	<p><b>“Wind-Solar Hybrid Power Project”</b> shall mean the wind-solar hybrid power project where the rated power capacity of one resource is atleast 25% of the rated power capacity of the other resource.</p>
9.	1.2.18	New Clause	<p>This Agreement and other documents such as Request for Selection Documents, Guidelines including subsequent clarifications, amendments and further clarifications in regard to the tender shall be read in conjunction with each other and interpreted in harmonious manner. However, in case of any mismatch/contradiction between provisions of different documents, following shall be the order of precedence:</p> <ol style="list-style-type: none"> <li>1. Power Purchase Agreement</li> <li>2. RfS Documents</li> </ol>
10.	2.1.2	The Parties agree that decisions pertaining to adoption of the Tariff along with SECI's trading margin, and approval of the same, for procurement of contracted capacity, shall be binding on all Parties concerned, as	The Parties agree that decisions pertaining to adoption of the Tariff and approval for procurement of contracted capacity, shall be binding on all Parties concerned, as

		contained in the Electricity Act, 2003 and any amendments thereof.	contained in the Electricity Act, 2003 and any amendments thereof.
11.	3.1	<p>The RPD agrees and undertakes to duly perform and complete all of the following activities including Financial Closure at the RPD's own cost and risk within 7 Months from the Effective Date, unless such completion is affected by any Force Majeure event, or for the activities specifically waived in writing by SECI:....</p> <p>.... The RPD shall submit to SECI the relevant documents as stated above, complying with the Conditions Subsequent, within seven (7) months from the Effective Date.</p>	<p>The RPD agrees and undertakes to duly perform and complete all of the following activities including Financial Closure at the RPD's own cost and risk within 12 Months from the Effective Date, unless such completion is affected by any Force Majeure event, or for the activities specifically waived in writing by SECI:....</p> <p>..... The RPD shall submit to SECI the relevant documents as stated above, complying with the Conditions Subsequent, within twelve (12) months from the Effective Date.</p>
12.	3.3.1	The Performance Bank Guarantee (PBG) having validity from the date of submission of PBG until thirty three (33) months from the Effective Date and of Rs. 60 Lakh/MW to be furnished under this Agreement shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement as per format provided in Schedule 1.	The Performance Bank Guarantee (PBG) having validity from the date of submission of PBG until thirty three (33) months from the Effective Date and of Rs. 40 Lakh/MW to be furnished under this Agreement shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement as per format provided in Schedule 1.
13.	4.1.1 (a)	Addendum to the Article	On or before Scheduled Commissioning Date, the RPD shall demonstrate possession of 100% (Hundred Percent) of the land identified for the Project in its name for a period not less than the complete Term of this Agreement. In this regard, the RPD shall submit documents/ Lease Agreement to establish possession/ right to use 100% of the required land in the same of the RPD or its Affiliate. In case the land is in the name of the Affiliate, the land should be transferred in the name of the RPD prior to the SCD. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or SECI, in case of default of the RPD. The RPD shall submit a sworn affidavit from the authorized signatory of the RPD listing the



			details of the land and certifying that total land required for the Project is under clear possession of the RPD;
14.	4.1.1.(k)	New Clause	As part of scheduling of power from the Project, the RPD will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Buying Entity/Discom, as per the Regulations in force, under intimation to SECI. SECI may facilitate in identification of any discrepancy and assist the HPD for its early rectification without any liability on SECI. The HPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.
15.	4.2.6	Not Used.	Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind/solar power till a certain date. In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, SECI shall bear no liability with respect to transmission charges and losses levied, if any.  Further, in case SCD of the Project is prior to the above deadline of waiver of ISTS charges and losses, and commissioning of the Project is delayed beyond the above date for the reasons attributable to the RPD, the applicable transmission charges and losses shall be borne by the RPD.
16.	4.3.2	New Clause	Energy procured from the Project under this Agreement shall be allocated on a pro-rata basis, to all the Buying Entities which have signed their respective Power Sale Agreements with SECI under the referred RfS.
17.	4.4.1	<b>Modified as follows:</b>	

		<p>Subsequent to commissioning/part-commissioning of the Project, SECI, in any Contract Year except for the first year of operation, shall not be obliged to purchase any additional energy from the HPD beyond ..... Million kWh (MU) [Insert value of energy generated corresponding to 100% CUF for the Project].</p> <p>If for any Contract Year except for first year of operation, it is found that the RPD has not been able to generate minimum energy of .....Million kWh (MU) of the energy generated from the Project [Insert value of energy generated corresponding to 80% CUF for the Project], on account of reasons solely attributable to the RPD, the non-compliance by RPD shall make the RPD liable to pay the compensation provided in the respective PSA as payable to Buying Entity(ies) by Buyer to enable Buyer to remit the amount to Buying Entity(ies). In case of full commissioning of the Project, for the first year of operation, the above limits shall be considered on pro-rata basis. In case of part commissioning of the Project, the above limits shall be considered on pro-rata basis till the commissioning of full Contracted Capacity of the Project.</p> <p>The lower limit will, however be relaxable by Buyer to the extent of grid non-availability for evacuation which is beyond the control of the RPD (as certified by the SLDC/RLDC). This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such compensation shall be will be calculated at the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA. This compensation shall not be applicable in events of Force Majeure identified under PPA with SECI affecting supply of power by RPD.</p> <p>The RPD agrees that the methodology specified herein above for calculation of compensation payable by the RPD for shortfall in generation is a genuine and accurate pre-estimation of the actual loss that will be suffered by SECI/Buying Utility. RPD shall further acknowledge that a breach of any of the obligations contained herein result in injuries and that the amount of the compensation or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre-estimate of the damages that may be suffered by the SECI in each case specified under this Agreement.</p>	
18.	4.6.1	<u>Delay beyond the Scheduled Commissioning Date upto (&amp; including) the date as on 30 months from the Effective Date:</u>	<u>Delay beyond the Scheduled Commissioning Date upto (&amp; including) the date as on 12 months from the SCD, or the revised SCD, if applicable.....</u>
19.	4.6.2	The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to 30 months from the Effective Date.	The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to the date as on 12 months from the SCD.
20.	5.1.5	.....Declaration of COD / UCOD shall only be done subject to the demonstration of the compliances as per Schedule-6 and	.....Declaration of COD / UCOD shall only be done subject to the demonstration of the compliances as per Schedule-2 and

		subsequent upon the successful visit by the Commissioning Committee.	subsequent upon the successful visit by the Commissioning Committee.
21.	5.1.6	Addendum to the Article	In case of part-commissioning of Wind-Solar Hybrid Projects, it shall be mandatory to demonstrate commissioning of one component (either wind or solar) having capacity equal to atleast 25% of the project capacity of the other component being commissioned, otherwise the project shall not be demonstrated as part-commissioned. In other words, it is clarified that commissioning of a single component or having a composition lower than the above required percentage, shall not construe part commissioning of the Hybrid Project.
22.	6.1.4	Auxiliary power consumption will be treated as per the concern state regulations.	Auxiliary power consumption will be treated as per the concerned State regulations. Grid charging of the energy storage system, if any, is not allowed as per this Agreement.
23.	6.2.1	The RPD shall install, operate and maintain the Project such that the Availability of the Contracted Capacity of the Project is at least 90% (ninety per cent) thereof during each year of the Term of the Project ("Normative Availability").	The RPD shall install, operate and maintain the Project such that the minimum annual energy supplied corresponds to 80% CUF for the Project.
24.	6.2.2	Unless otherwise notified by the RPD, the declared Availability shall be deemed to be 100% (one hundred per cent) thereof at all times. The RPD shall confirm the Availability from the Project no later than 48 (forty-eight) hours prior to its occurrence.	Under this Agreement, "Round-the-Clock" Energy supply shall mean daily availability of energy as scheduled by the RPD. As the RE power is must run power and as there is no control over fuel, the Buying Utility shall mandatorily off-take such power as scheduled by the RPD and energy accounting shall be done based on scheduling by the RPD.
25.	6.2.3	The Buying Utility shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the RPD through SECI for production of electricity and despatch thereof to the Grid during such period and in such volume as it may specify in its instructions. Provided that the Utility shall not as for despatch in excess of the declared	Not Used.

		Availability by the RPD, unless mutually agreed between the RPD and the Utility.	
26.	6.2.4	Pursuant to the provisions of Clause iii above, the RPD shall plan the dispatch of electricity and convey its availability for scheduling thereof by the SLDC or RLDC, as the case may be, and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003.	Not Used.
27.	6.2.5	It is mandated to make available the plant to the buying utility on a Round-the-Clock basis. The generated energy shall be dispatched through scheduling of power by the buying utility.	Not Used.
28.	6.2.7.	DSM/UI charges or any other grid support related charges as mutually agreed between RPD and the grid operator shall be borne by the RPD as per applicable laws.	DSM charges or any other grid support related charges as mutually agreed between RPD and the grid operator shall be borne by the RPD as per applicable laws.
29.	6.2.8.	<b>Shortfall in Generation</b>	Not Used.
30.	9.1	Subsequent to commissioning of the first part capacity of the Project, for the first Contract Year, the RPD shall be entitled to receive the Tariff of Rs. ....../kWh [insert the tariff discovered through the bidding process conducted by SECI], which shall be escalated @ 4% per annum (rounded off to two decimal points) upto the end of 15 <sup>th</sup> Contract Year, and shall subsequently be fixed thereafter, for the remaining Term of the PPA; for the energy supplied from the Project. In case of early commissioning of the Project, subject to the consent for such purchase by the Buying Entity, SECI may purchase the generation at the above Tariff. Any energy produced and flowing into the grid before SCD shall not be at the cost of SECI. SECI may agree to buy such power provided Buying Entity consent to purchase such energy. However, the RPD will not be allowed to sell energy generated prior to SCD or excess energy during any Contract Year to	Subsequent to commissioning of the first part capacity of the Project, for the first Contract Year, the RPD shall be entitled to receive the Tariff of Rs. ....../kWh [insert the tariff discovered through the bidding process conducted by SECI], which shall be escalated @ 3% per annum (rounded off to two decimal points) upto the end of 15 <sup>th</sup> Contract Year, and shall subsequently be fixed thereafter, for the remaining Term of the PPA; for the energy supplied from the Project. In case of early commissioning of the Project, subject to the consent for such purchase by the Buying Entity, SECI may purchase the generation at the above Tariff. Any energy produced and flowing into the grid before SCD shall not be at the cost of SECI. SECI may agree to buy such power provided Buying Entity consent to purchase such energy.

		any other entity other than SECI (unless refused by SECI) In cases of early (part or full) commissioning, the RPD shall be required to intimate SECI its proposed date of early commissioning not later than 60 days prior to the proposed commissioning date. SECI shall respond to the RPD not later than 30 days from receipt of the above intimation, regarding its acceptance or refusal to purchase such power from the proposed early commissioning date.	
31.	10.4.1	Subject to opening and maintenance of Letter of Credit by the Buying Entities (as per terms of SECI-Buying Entity PSA) in favour of the Buyer, the SECI shall provide to the RPD, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained which may be drawn upon by the RPD in accordance with this Article.	SECI shall provide to the RPD, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained which may be drawn upon by the RPD in accordance with this Article.
32.	10.4.3	Provided that the RPD shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawal in a Month.	Provided that the RPD shall not draw upon such Letter of Credit prior to prior to 30 days beyond the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawal in a Month.
33.	10.4.8	If SECI fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the Due Date, then,...	If SECI fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the date as on 30 days beyond the Due Date Due Date, then,...
34.	10.5.1	If the SECI does not dispute a Monthly Bill or a Supplementary Bill raised by the RPD within fifteen (15) days of receiving such Bill shall be taken as conclusive.	If SECI does not dispute a Monthly Bill or a Supplementary Bill raised by the RPD within thirty (30) days of receiving such Bill shall be taken as conclusive.

35.	12.1	.... However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the HPD, or (iii) any change on account of regulatory measures by the Appropriate Commission. ...	.... However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the RPD...
36.	13.4.4	.....(i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and the 150% (one hundred and fifty per cent) of the adjusted equity as detailed in the Buyer-HPD PPA or,.....	.....(i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the Debt Due and the 110% (one hundred and ten per cent) of the Adjusted Equity or,.....
37.	17.14	New Clause	<b><i>Order of priority in application</i></b> In case of inconsistencies between the agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below: i. applicable Law, rules and regulations framed thereunder; ii. the Grid Code; and iii. the terms and conditions of this Agreement;

#### Amendments in the PSA document

1.	Recital A.	Solar Energy Corporation of India Limited (SECI) has been identified by the Govt. of India as the nodal agency for implementation of MNRE Scheme for Setting up of ISTS connected Wind and Solar Power Projects and shall act as the Intermediary Procurer under the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar Power Projects issued by Ministry of Power vide Gazette Resolution dated 3rd August 2017, along with Guidelines for Tariff Based Competitive Bidding Process for	Solar Energy Corporation of India Limited (SECI) has been identified by the Govt. of India as the nodal agency for implementation of MNRE Scheme for Setting up of ISTS connected Wind, Solar and Wind-Solar Hybrid Power Projects and shall act as the Intermediary Procurer under Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar Power Projects issued by Ministry of Power vide Gazette Resolution dated 3rd August 2017, along with Guidelines for Tariff Based Competitive Bidding Process for
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		Procurement of Power from Grid Connected Wind Power Projects issued by Ministry of Power vide Gazette Resolution dated 8th December 2017.	Procurement of Power from Grid Connected Wind Power Projects issued by Ministry of Power vide Gazette Resolution dated 8th December 2017, and the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects issued by MNRE vide O.M. dated _____, including subsequent amendments and clarifications.
2.	1.1	<b>"Availability"</b>	Deleted
3.	1.1	<b>"Appropriate Commission"</b> shall mean the Central Electricity Regulatory Commission referred to in sub-section (1) of section 76 or the State Electricity Regulatory Commission referred to in section 82 or the Joint Electricity Regulatory Commission referred to in Section 83 of the Electricity Act 2003, as the case may be;	<b>"Appropriate Commission"</b> Unless otherwise stated, Appropriate Commission shall mean Central Electricity Regulatory Commission;
4.	1.1	<b>"Delivery Point"</b> shall mean the point at 220 kV or above where the power from the Hybrid Power project(s) will be injected into the ISTS....	<b>"Delivery Point"</b> shall mean the point at 220kV or above, where power from the Project is injected into the identified ISTS Substation (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS document. Interconnection at 132kV will be allowed exclusively in case the project is granted connectivity at an available bay of an existing ISTS substation, if any....
5.	1.1	<b>"Guidelines: or "Scheme"</b> shall mean the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects issued by the Ministry of Power on 3rd August 2017 including subsequent amendments and clarifications thereof, along with the "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects" issued by the Ministry of Power vide Resolution No. 23/54/2017-R&R dated 08.12.2017, including subsequent amendments and clarifications thereof and	<b>"Guidelines: or "Scheme"</b> shall mean the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects issued by the Ministry of Power on 3rd August 2017 including subsequent amendments and clarifications thereof, along with the "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects" issued by the Ministry of Power vide Resolution No. 23/54/2017-R&R dated 08.12.2017, including subsequent amendments and clarifications thereof and

		the National Wind-Solar Hybrid Policy issued by MNRE vide No. 238/78/2017-Wind dated 14.05.2018 including subsequent amendments and clarifications thereof;	the National Wind-Solar Hybrid Policy issued by MNRE vide No. 238/78/2017-Wind dated 14.05.2018 including subsequent amendments and clarifications thereof, and Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects issued by the Ministry of New & Renewable Energy on ..... including subsequent amendments and clarifications thereof;
6.	1.1	New Clause	<b>“Supply Hours” or “Energy Supply Hours”</b> shall mean the 24-hour period of the day during which, the power as per Contracted Capacity shall be supplied by the RPD on a constant basis;
7.	1.1	New Clause	<b>“Wind-Solar Hybrid Power Project”</b> shall mean the wind-solar hybrid power project where the rated power capacity of one resource is atleast 25% of the rated power capacity of the other resource.
8.	1.2.18	New Clause	This Agreement and other documents such as Request for Selection Documents, Guidelines including subsequent clarifications, amendments and further clarifications in regard to the tender shall be read in conjunction with each other and interpreted in harmonious manner.
9.	2.1.2	The Parties agree that decisions pertaining to adoption of the Tariff along with SECI’s trading margin, and approval of the same....	The Parties agree that decisions pertaining to adoption of the Tariff and approval of the same...
10.	4.2.4	New Clause	Energy procured from the Project under the PPA shall be allocated on a pro-rata basis, to all the Buying Entities which have signed their respective Power Sale Agreements with SECI under the referred RfS.
10.	4.3.1	The RPD shall install, operate and maintain the Project such that the Availability of the Contracted Capacity of the Project is at least 90% (ninety per cent) thereof during each year of the Term of the Project (“Normative Availability”).	The RPD shall install, operate and maintain the Project such that the minimum annual energy supplied corresponds to 80% CUF for the Project.



12.	4.3.2	Unless otherwise notified by the RPD, the declared Availability shall be deemed to be 100% (one hundred per cent) thereof at all times. The RPD shall confirm the Availability from the Project no later than 48 (forty-eight) hours prior to its occurrence.	Under this Agreement, "Round-the-Clock" Energy supply shall mean daily availability of energy as scheduled by the RPD. As the RE power is must run power and as there is no control over fuel, the Buying Utility shall mandatorily off-take such power as scheduled by the RPD and energy accounting shall be done based on scheduling by the RPD.
13.	4.3.4	Pursuant to the provisions of Clause iii above, the RPD shall plan the dispatch of electricity and convey its availability for scheduling thereof by the SLDC or RLDC, as the case may be, and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003	Not Used.
14.	4.3.5	The Buying Utility shall mandatorily schedule a firm power of 200 MW on a "Round-the-Clock" basis, for the 24-hour scheduling period of the day. The generated energy shall be dispatched through scheduling of power by the buying utility.	Not Used.
15.	4.3.6	As the RE power is must run power and as there is no control over fuel, the buying utility will mandatorily schedule for off-take of the complete power as per the availability/schedule proposed by the RPD and the payment shall be made for the scheduled power by the RPD.	Not Used.
16.	4.3.7	<u>Shortfall in generation</u>	Not Used.
17.	5.1.1	Subsequent to commissioning of the first part capacity of the Project, for the first Contract Year, the RPD shall be entitled to receive the Tariff of Rs. ....../kWh [insert the tariff discovered through the bidding process conducted by SECI], which shall be escalated @ 4% per annum (rounded off to two decimal points) upto the end of 15th Contract Year, and shall subsequently be fixed thereafter, for the remaining Term of the PPA; for the energy supplied from the Project. The Buying Entity shall make the	Subsequent to commissioning of the first part capacity of the Project, and subject to the provision of the Article 6.7, for the first Contract Year, the RPD shall be entitled to receive the Tariff of Rs. ....../kWh [insert the tariff discovered through the bidding process conducted by SECI], fixed up to commissioning of the cumulative awarded capacity/accepted cumulative capacity by SECI under the RfS, which shall be escalated @ 3% per annum (rounded off to two decimal points) upto the end of 15th Contract Year, and shall subsequently be fixed thereafter,

		payments at the Tariff as above, plus trading margin of Rs. 0.07/ kWh, to SECI.	for the remaining Term of the PPA; for the energy supplied from the Project. The Buying Entity shall make the payments at the Tariff as above, plus trading margin of Rs. 0.07/ kWh, to SECI.
18.	5.1.2	Not Used.	Until the commissioning of the cumulative awarded capacity/cumulative capacity commissioned as accepted by SECI under the RfS, the applicable tariff payable by Buying Entity shall be the Tariff as per Article 5.1.1., plus the trading margin of Rs. 0.07/ kWh. Subsequently, the Tariff applicable for the sale of power by SECI to the Buying Entity under this Agreement shall be the pooled Tariff arrived as per Schedule-1 of this Agreement, for the commissioned Project Capacity of all the Projects accepted by SECI but not higher than Rs...../kWh, till the end of the Term of the Agreement. The Buying Entity shall make the Tariff Payments to Buyer as per the provisions of this Agreement. Trading margin of Rs.0.07/ kWh will be applicable over and above discovered pooled tariff.
19.	6.4.3	Provided that Buyer shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill, and shall not make more than one drawal in a Month.	Provided that Buyer shall not draw upon such Letter of Credit prior to 30 days beyond the Due Date of the relevant Monthly Bill, and shall not make more than one drawal in a Month.
20.	6.6.1	If Buying Entity does not dispute a Monthly Bill raised by the other Party within fifteen (15) days of receiving such Bill shall be taken as conclusive.	If Buying Entity does not dispute a Monthly Bill raised by the other Party within thirty (30) days of receiving such Bill shall be taken as conclusive.
21.	6.8.3.a.	<p><b>Modified as follows:</b></p> <p>Subsequent to commissioning/part-commissioning of the Project, Buying Entity, in any Contract Year, shall not be obliged to purchase any additional energy from the Buyer/RPD beyond ..... Million kWh (MU) from the Project. The above limits shall be considered on pro-rata basis with respect to the individual projects commissioned until commissioning of the entire Project capacity allocated under this Agreement. Further, for the first year of operation, the above limits shall be considered on pro-rata basis.</p>	

22.	6.8.3.b.	<b>Modified as follows:</b>  <p>If for any Contract Year subsequent to the commissioning/part-commissioning of allocated Project capacity, it is found that the RPD has not been able to generate minimum energy of ..... Million kWh (MU) on account of reasons solely attributable to the RPD, the non-compliance by the RPD shall make the RPD liable to pay the compensation and shall duly pay such compensation to the Buyer to enable the Buyer to remit the amount to the Buying Entity. The above limits shall be considered on pro-rata basis with respect to the individual projects commissioned until commissioning of the entire Project capacity allocated under this Agreement. For the first year of operation of the Project, the annual CUF shall be calculated for the complete year after COD of the Project. Subsequently, the annual CUF shall be calculated every year from 1st April of the year to 31st March next year. The lower limit will, however be relaxable by Buyer to the extent of grid non-availability for evacuation which is beyond the control of the Solar Power Developer. The amount of such compensation shall be equal to the PPA tariff for the shortfall in energy terms, which shall in turn, be remitted to the Buying Entity.</p>	
23.	6.8.4	<b>Modified as follows:</b>  <p>Notwithstanding Article 6.8.3, the RPD is free to sell such power to any third party which is in excess of the quantum of power as per Article 6.8.3 of this Agreement from SCD or date of commissioning of the full project capacity, whichever is earlier. Any power which is in excess of the quantum of power agreed to be supplied under this Agreement may be sold in the open market by the RPD.</p>	
24.	6.8.5	<p>The compensation as provided in Article 4.3 above, shall not be applicable in events of Force Majeure identified under this Agreement affecting supply of power by Buyer/RPD.</p>	<p>The compensation as per Article 6.8.3 shall be applied to the amount of shortfall in generation during the year. However, this compensation shall not be applicable in events of Force Majeure identified under this Agreement affecting supply of Hybrid Power by Buyer/RPD.</p>
25.	9.3.5.2	<p>.....(i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and the 150% (one hundred and fifty per cent) of the adjusted equity as detailed in the Buyer-HPD PPA or,.....</p>	<p>.....(i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the Debt Due and the 110% (one hundred and ten per cent) of the Adjusted Equity or,.....</p>
26.	Schedule 1	<b>Modified as follows:</b>	

Sl. No.	RPD Name	Project Capacity (MW)	Applicable Tariff as per SECI-RPD PPA (Rs/kWh)
1.			
2.			
3.			
Weighted Average Tariff (Rs./kWh)			

(\*Note: The Pooled Tariff is liable to changes depending on actual commissioning achieved by the respective projects, leading to changes in applicable tariffs. Example-Formula: =Capacity ((MW Individual (Sl no 1+2+-----6)\*Tariff (Individual)))/(Total commissioned Capacity). it is clarified that in case last accepted capacity(MW) is coming within a month then pooled tariff shall be applicable from subsequent month)